
AGENDA

ASTORIA CITY COUNCIL MEETING

June 17, 2013

Immediately Follows Astoria Development Commission Meeting

Liberty Theater – McTavish Room

1203 Commercial Street

Astoria OR 97103

Two Entrances are Available:

Stairway Located on Duane Street

Elevator Located on Commercial Street

1. CALL TO ORDER

2. ROLL CALL

3. REPORTS OF COUNCILORS

4. CHANGES TO AGENDA

5. CONSENT CALENDAR

The items on the Consent Calendar are considered routine and will be adopted by one motion unless a member of the City Council requests to have any item considered separately. Members of the Community may have an item removed if they contact the City Manager by 5:00 p.m. the day of the meeting.

(a) City Council Minutes of 5/20/13

(b) City Council Minutes of 6/3/13

(c) ABC Transcription Services, Inc., Contract Renewal (City Manager)

(d) Salary Resolution Establishing Basic Compensation Plan Wage Adjustment for the General/Parks Employees and Public Works (Finance)

(e) Astoria Riverfront Trolley Barn Lease (City Manager)

(f) Authorization to Award 2013 Maintenance Patching Contract (Public Works)

(g) Contract for Exchange of Property with Jim Neikes (Public Works)

6. REGULAR AGENDA ITEMS

(a) Resolution Adopting 5-Year Update to the Pre-Disaster Mitigation Plan Addendum (Community Development)

(b) Resolution Implementing Water Rates (Public Works)

(c) Resolution Implementing Sewer Rates (Public Works)

(d) Resolution Appropriating Expense and Unanticipated Revenue Adjustments (Finance)

(e) Building Code Services Contract for Fiscal Year 2013-2014 (Community Development)

(f) City Council Meeting on July 15, 2013

(g) Proclamation Dedicating the Paulson Pavilion and Congratulating the Board of Directors of Liberty Theater Restoration, Inc., on Completion of the Liberty Theater Restoration Project

7. NEW BUSINESS & MISCELLANEOUS, PUBLIC COMMENTS (NON-AGENDA)

<p>THIS MEETING IS ACCESSIBLE TO THE DISABLED. AN INTERPRETER FOR THE HEARING IMPAIRED MAY BE REQUESTED UNDER THE TERMS OF ORS 192.630 BY CONTACTING JULIE LAMPI, CITY MANAGER'S OFFICE, 503-325-5824.</p>



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

June 12, 2013

MEMORANDUM

TO: ASTORIA CITY COUNCIL

FROM:  PAUL BENOIT, CITY MANAGER

SUBJECT: ASTORIA CITY COUNCIL MEETING OF JUNE 17, 2013

CONSENT CALENDAR

Item 5(a): City Council Minutes

The minutes of the City Council meeting of May 20, 2013 are enclosed for review. Unless there are any corrections, it is recommended that Council approve these minutes.

Item 5(b): City Council Minutes

The minutes of the City Council meeting of June 3, 2013 are enclosed for review. Unless there are any corrections, it is recommended that Council approve these minutes.

Item 5(c): ABC Transcription Services, Inc., Contract Renewal (City Manager)

The City of Astoria has contracted with ABC Transcription Services, Inc., (ABC) since April 2010 for the transcription of meeting minutes for the City Council, Planning Commission, Historic Landmarks Commission, Design Review Committee and Library Board. The current contract will expire on June 30, 2013. ABC is agreeable to continuing the contract through the next fiscal year with no increase in fees. A total of \$16,000 is allocated in the FY 2013-2014 budget for these services, although it is anticipated that total cost for services will not exceed \$12,000. ABC has been both responsive and timely. It is recommended that Council approve a Contract for Professional Services with ABC Transcription Services, Inc., for the period July 1, 2013 to June 30, 2014.

Item 5(d): Salary Resolution Establishing Basic Compensation Plan Wage Adjustment for the General/Parks Employees and Public Works (Finance)

Staff positions and associated compensation are detailed in the "Resolution Establishing a Basic Compensation Plan for the Employees of the City of

Astoria and Establishing Regulations for the Placement of Present Employees within the Wage and Salary Schedules Provided". Whenever there are changes in positions, whether a position is begin deleted, added or redefined; or whether a change in compensation is proposed; such changes are adopted by resolution. This proposed resolution implements:

- A 2% wage adjustment for the Public Works and General/Parks bargaining units as specified in their contracts expiring June 30, 2014; and
- An adjustment for the Public Works positions of Equipment Maintenance Supervisor (Range 30 to 32) and Assistant Superintendent (Range 32 to 34) to address compression issues between these Supervisors and the positions they supervise (net increase is 2%).

It is recommended that Council adopt the Resolution as presented.

Item 5(e): Astoria Riverfront Trolley Barn Lease (City Manager)

In Fiscal Year 2000 the City received grants totaling \$150,000 and a loan of \$99,000 to support construction of the Astoria Riverfront Trolley Barn. In April, 2001 the City entered into a Memorandum of Understanding (MOU) with the Trolley Association whereby the City agreed to construct the Trolley Barn and the Association agreed to be responsible for the principal and interest payments on the loan portion of the construction budget. This past year the Association made the last payment on the loan, thereby completing its responsibilities under the MOU. It would now be in the best interest of the Association and the City to enter into a mutually agreeable Lease Agreement for the Association's exclusive use of the Trolley Barn.

The attached "Trolley Barn Lease" provides for exclusive use by the Association over a term of five years; specifies a lease rate of \$1 per year; specifies provisions for usage, maintenance and repair, making alterations, and for utility payments. In addition, the Lease specifies responsibilities for insurance and indemnifications. The City Attorney has reviewed and approved the attached Lease. Association representatives have also reviewed the Lease and are in agreement with its terms. It is recommended that Council approve the proposed Lease Agreement with the Riverfront Trolley Association, Inc. Following approval, the agreement will be presented to the Board of the Association for action.

Item 5(f): Authorization to Award 2013 Maintenance Patching Contract (Public Works)

City staff completed a city-wide condition survey of the most heavily traveled streets. Using that survey a list of immediate patching needs was compiled. This work should be completed without unduly affecting residents throughout

the City. The following competitive quotes for asphalt maintenance patching have been received:

Contractor	Total Quote
Clean Sweep Maintenance, Inc.	\$27,755
Bayview Transit Mix, Inc.	\$33,000

Funding for this project is recommended to come from the Fuel Tax Fund.

It is recommended that City Council authorize the award of a contract to Clean Sweep Maintenance Inc. in the amount of \$27,755 for the Maintenance Patching 2013 Project.

Item 5(g): Contract for Exchange of Property with Jim Neikes (Public Works)

At the April 1, 2013 Council meeting, the City Council authorized staff to prepare an agreement with Mr. Jim Neikes to exchange property he owns at the base of Williamsport Road and in the vicinity of the 1st and Commercial Street slide area, for property the City owns near West Kensington and Sonora Avenues. The parcels are described in the exchange agreement prepared by City Attorney Blair Henningsgaard. The exchange would allow for future realignment of Williamsport Road, should it be necessary when the landfill is developed as a sports facility. It is recommended that Council approve the contract executing an exchange of City property located near West Kensington and Sonora for property owned by Mr. Neikes located at the base of Williamsport Road and in the vicinity of the 1st and Commercial Street slide area.

REGULAR AGENDA ITEMS

Item 6(a): Resolution Adopting 5-Year Update to the Pre-Disaster Mitigation Plan Addendum (Community Development)

In October 2008, the City of Astoria, in partnership with Clatsop County and Columbia River Estuary Studies Task Force (CREST), developed a Pre-Disaster Natural Hazards Mitigation Plan and City of Astoria Addendum. The purpose of the Plan was to increase the County's and City's resilience to natural hazards that could affect the region including earthquakes, floods, droughts, landslides, coastal erosion, tsunamis, windstorms, winter storms, wildfires, and volcanoes. Staff was recently notified by the County that FEMA requires a five-year review and update of the County's Plan and recommends that the city Addendums also be updated if modifications are needed. If no modifications are required, cities would still need to readopt the Addendum by Resolution.

Staff from the Community Development, Public Works, Engineering, Police, Fire, and Parks Departments have reviewed the Addendum Plan and developed recommendations for updates to the Plan. A copy of the Astoria Addendum with tracked changes is attached along with a quick reference list of the proposed

changes. Proposed changes include updates to statistics such as number of buildings in flood zones, census data, Parks facilities, buildings that have been seismically upgraded, and noting mitigation action items that have been completed. A draft resolution to adopt Astoria's Addendum is attached to the memo. Clatsop County will follow a separate process to adopt their overriding plan. Upon adoption of the Addendum, City staff will forward the approved resolution to the County for inclusion in the final County-wide draft to FEMA so that their final approval process can proceed. Staff recommends that the Council adopt the attached resolution formally adopting the updates to the Astoria Pre-Disaster Natural Hazards Mitigation Plan Addendum.

Item 6(b): Resolution Implementing Water Rates (Public Works)
Item 6(c): Resolution Implementing Sewer Rates (Public Works)

The Public Works Fund budget, approved by the Budget Committee on April 25, 2013 and by the Council on June 3, 2013 provides for increases in rates and fees for water and sewer services. The rate adjustments are as follows: a water rate increase of 2%, a sewer rate increase of 2%, and a sewer surcharge increase of 4%. Two resolutions have been prepared to implement the proposed rate changes. It is recommended that Council consider adopting the proposed Water and Sewer Resolutions implementing rate adjustments for fiscal year 2013-14.

Item 6(d): Resolution Appropriating Expense and Unanticipated Revenue Adjustments (Finance)

As the end of FYE June 30, 2013 approaches, it is important that proper appropriations have been made for all funds. The attached resolution accomplished that by making appropriation adjustments for Funds that had unanticipated expenses and resources during the last year. The following items of revenue need appropriation: 17th Street Dock Fund \$1,650,000 and Landfill Reserve Fund \$41,040. The following items of expense need appropriations: Municipal Court \$5,000 for personnel services; General Fund Transfer to Parks Operations of \$155,000; Capital Improvements Capital Outlay \$85,000; Emergency Communications Personnel Services \$30,000; 17th Street Dock Capital Outlay \$1650,000; Landfill Reserve Capital Outlay \$41,040; and General Fund Transfer of \$44,500 to the Unemployment Fund. It is recommended that Council adopt the proposed resolution appropriating these funds.

Item 6(e): Building Code Services Contract for Fiscal Year 2013-2014 (Community Development)

City Council previously approved a contract with Jim Brien, Combined Inspection Services, Inc., for plumbing inspections as well as vacation and emergency coverage. The contract will expire at the end of June 2013. Mr. Brien has provided excellent service over the past year and it is proposed that the contract be renewed for the 2013-2014 fiscal year. A contract in an amount

not to exceed \$15,000 is attached to this memorandum. The contract has been reviewed and approved as to form by City Attorney Henningsgaard. It is recommended that Council approve the attached contract with Complete Inspection Services Inc. for a not to exceed amount of \$15,0000 to provide inspection services for the 2013/2014 Fiscal Year.

Item 6(f): City Council Meeting on July 15, 2013

Due to scheduling conflicts, the City Council meeting scheduled for July 15, 2013 will not be held.

Item 6(g): Proclamation Dedicating the Paulson Pavilion and Congratulating the Board of Directors of Liberty Theater Restoration, Inc., on Completion of the Liberty Theater Restoration Project

This proposed resolution dedicates the Paulson Pavilion and congratulates the Board of Directors of Liberty Restoration, Inc., on completion of the Liberty Theater Restoration Project. It is recommended that Council adopt this resolution.

A regular meeting of the Astoria Common Council was held at the above place at the hour of 7:00 p.m.

Councilors Present: LaMear, Herzig, Warr, Mellin, Mayor Van Dusen

Staff Present: City Manager Benoit, Fire Chief Ames, Community Development Director Estes, Police Chief Curzon, Library Director Tucker, Public Works Director Cook, Parks and Recreation Director Cosby, City Attorney Henningsgaard, and Finance Director Carlson. The meeting is recorded and will be transcribed by ABC Transcription Services, Inc.

Chief Curzon reported on a trial that recently concluded. The defendant was found guilty on all but three minor charges. He thanked District Attorney Joshua Marquis and Assistant District Attorney Ron Brown for their work on the case.

Mayor Van Dusen stated that he represented City Council at the trial and was pleased with the outcome. The defendant had attempted to hire someone to kill Astoria police officers and attack Assistant District Attorney Ron Brown. He was well armed and led law enforcement on a high-speed chase. He commended the District Attorney's office for doing an excellent job.

Mayor Van Dusen announced that Linda Webb recently passed away. Her husband, Don Webb, attends City Council meetings regularly. Her memorial will be held on Saturday, May 25, 2013 at 2:00 p.m. at the Peace Lutheran Church and donations could be made in her name to Loaves and Fishes. Mayor Van Dusen added that Mrs. Webb was a great person and everyone was lucky to have known her. He called for a moment of silence in honor of Mrs. Webb.

REPORTS OF COUNCILORS:

Item 3(a): Councilor Warr No report.

Item 3(b): Councilor Mellin reported that she attended the 25th Anniversary of the Friends of MacDonald on Saturday, May 18, 2013. Ranald MacDonald was a Chinook Indian who was born at Fort Astoria and became the first English teacher in Japan. Consul General Hiroshi Furusawa attended the luncheon. The *Daily Astorian* published an editorial on the event. She has been working with the Oregon Historical Society, Clatsop County Historical Society, Columbia Memorial Maritime Museum, and City Council on the centennial celebration of the Ghadar Party.

Mayor Van Dusen explained that the Ghadar Party, a political party founded in Astoria 100 years ago, was responsible for India's freedom from British occupation. He was able to obtain stamps issued in January 2013 in India commemorating the Ghadar Party. The documents associated with the stamps state that the party was founded in Astoria, Oregon. The stamps and documents will be framed and displayed in City Hall. The celebration event will be held in October 2013.

Item 3(c): Councilor Herzig reported that the Lower Columbia Diversity Project held a presentation on homelessness in Clatsop County. Attendees included Councilor LaMear, County Commissioner Debra Brigby, and Seaside Chief of Police Bob Gross. Homelessness is a growing problem in Clatsop County. The majority of homeless people are Clatsop County residents who have lost their homes. He also attended a suicide prevention workshop in Warrenton hosted by the North Coast Prevention Works. The workshop taught a technique referred to as Question, Persuade, and Refer (QPR). Do not be afraid to ask someone if he or she is thinking about suicide. Intervening can save a life.

Item 3(d): Councilor LaMear No reports.

Item 3(e): Mayor Van Dusen reported that before the next City Council meeting, the Astoria Riverfront Trolley will have served 500,000 passengers, earning one dollar per passenger. The trolley received the

Governor's award for Outstanding Volunteer Economic Project in the State of Oregon. He encouraged people to ride the trolley to be the lucky 500,000th passenger.

CHANGES TO AGENDA:

City Manager Benoit requested the addition of Item 7(k): Request to Allocate Funds to Support the Celebration of the Ghadar Party Formation. This change had been posted on the City's website.

PRESENTATIONS:

Item 5(a): Astoria Regatta 2013

Mayor Van Dusen introduced Peter Roscoe, who was a City Councilor for eight years and has saved Astoria's Historic Regatta.

Peter Roscoe, Regatta President, 857 Florence Street, Astoria, explained the Regatta had been cancelled, but he worked with the community and the Oregon Heritage Commission (OHC) to have the Regatta recognized as a historic event. The first Regatta was held on July 25, 1894. He introduced Jan Mitchell, outgoing OHC Chair. Ms. Mitchell introduced Kyle Jansson, staff member at the OHC.

Kyle Jansson, Coordinator of the OHC, explained that the OHC aims to serve as an umbrella organization for statewide issues related to history, buildings, archeology, and archives. He described the commission's structure and how the 18 representatives are chosen. Community events are at the core of what makes Oregon unique. The OHC created criteria for events to be named an Oregon Heritage Tradition. Eligible events must be local, regional, or statewide events that characterize the state, its positive accomplishments and its enduring qualities and traditions. Events must also appeal to a broad spectrum of the public, add to the livability of the state, and have been in operation for at least 50 continuous years.

Jan Mitchell explained the OHC has been working towards increasing visibility of heritage in the State. Oregon is incredibly rich in heritage. Communities in Oregon still have a sense of place and know where they came from. The Oregon Heritage Tradition is one way to encourage people to recognize heritage and to give added value to the many long-term events in Oregon. She was pleased that Mr. Roscoe took on this project. The designation of an Oregon Heritage Tradition is appropriate for the Regatta. Other events in the state that have received this historic designation include the Oregon State Fair, Linn County Pioneer Picnic, and the Pendleton Round-up. These events are the life of their communities and the OHC is pleased to honor the Regatta.

Ms. Mitchell presented Mayor Van Dusen with an award, noting that this declaration recognizes more than a century of volunteers that will help to stimulate another century of effort for the Regatta.

Mr. Roscoe noted that none of these events can occur without volunteers and recognized Brent West, Dan Arnaugh, Scott Docherty, and Pat Roscoe for their work. He announced that the 2013 Regatta Admiral is Helena Barbey Lankton, which was appropriate because Ms. Lankton's family has been in Astoria for 100 years. The train depot at the Maritime Museum, called the Barbey Maritime Center, was named after her family.

- He referenced the Regatta's website as he described this year's event, noting the activities will be a bit different this year. Grandstands will be placed along the river. The Army Corps of Engineers survey vessel, *The Elton*, will be at the Regatta. This is one of the few government vessels that says Astoria Oregon on the fantail; it is based out of Astoria. He described the work done by *The Elton*. The Regatta Board hopes this year's boat parade features Astoria's working waterfront. Various types and classes of commercial fishing boats, the Bar Pilots, National Oceanic and Atmospheric Administration (NOAA) vessels, and the Yacht Club will be featured. Several hours of activities are planned to take place at the Barbey Maritime Center. Michael Ironside will be the 2013 Grand Marshall.
- This year's theme is "A River Runs to It" and he displayed the first print of the Regatta poster that will be for sale. The poster was designed by Noel Thomas [22:05]. Only 50 copies of this poster will be printed on high quality paper stock with archival ink, which will not fade for up to 70 years. This year's logo and theme were designed by Scott Docherty at Redhare Graphics.

City Council Action: Motion by Councilor Warr; seconded by Councilor Mellin, to approve the purchase of the first print of the Regatta poster for \$60. Motion passed unanimously. Ayes: Councilors Warr, Mellin, Herzig, LaMear and Mayor Van Dusen. Nays: None.

Mr. Roscoe encouraged everyone to visit the Regatta website for details on the event. He listed some of the area organizations that have partnered with the Regatta. The Regatta will be held on August 7-10, 2013.

Item 5(b): Dr. Edward Harvey Historic Preservation Awards

City Manager Benoit explained that the Dr. Edward Harvey Awards are awarded annually by the Historic Landmarks Commission (HLC). He noted that nominees exhibit the best examples of historic preservation in various categories and read the details of the award.

Mayor Van Dusen announced the 2013 Dr. Edward Harvey Award winners, presenting each award winner with a plaque:

- Mike Covert, Covert Properties LLC, 2961 Grand – Single Family Residential Single Category
- Bob and Nancy Ross, 225 Alameda - Multi-Family Residential Category
- Columbia River Maritime Museum - Institutional Category

Sam Johnson, Director, Columbia River Maritime Museum, said the museum completed the project with a lot of outside help. He acknowledged all the help provided by City Planner Rosemary Johnson, Building Official Jack Applegate and other City Staff on behalf of the Museum. The applications for the permits will be added to the Museum's archives.

Mayor Van Dusen congratulated the award winners, adding that all of their hard work makes Astoria a better place to live.

Mayor Van Dusen announced that Chelsea Gorrow won the 2012 Outstanding Long Feature Writing on Investigative Reporting award for her work on the Flavel properties. The contest honors journalism in Oregon, Washington, Alaska, Idaho and Montana.

Item 5(c): David Evans & Associates – Final Design 19th and Irving Bridge

City Manager Benoit stated construction has been proposed on the 19th and Irving Bridge for 2014. Engineers with David Evans & Associates would present the final design of the bridge. Mayor Van Dusen explained that the bridge is old and has become unsafe. It is on one of the busiest streets and must be replaced.

Jeff Parker, Project Manager, David Evans & Associates, 1115 West Bay Drive, Olympia, WA, briefed the Council about the upcoming project via PowerPoint, which included photographic simulations of the new bridge. Some new features will include the addition of a walk on the north face, improvements to ADA facilities, and a new barrier. This barrier is similar to the one on the Franklin Avenue Bridge, but will have a rounded top and a narrower aperture. The bridge will be constructed of precast concrete and will look similar to the bridge on Franklin Avenue. It will extend roughly from the inside of drive to the inside of drive of the nearby residences, which will require four retaining walls. He displayed the detour route that will accommodate traffic during bridge construction, as the bridge will be completely closed.

- An open house will be held at the recreation center on Tuesday, May 21st at 5:00 p.m., allowing Mr. Parker and the consultants to meet with community members one-on-one to answer questions and explain the details of the project. He described some of the detail in some engineering drawings, noting that a subsurface drain will be installed to improve the stability of the land around the bridge. The bridge will be a single-span bridge with no interior supports. Steel pilings will be installed in a concrete foundation. The wall will have some tiebacks for stability.
- Maintenance of pedestrian access during construction will be achieved using alternate pedestrian routes. He displayed the pedestrian detour and explained that a temporary bridge would be used.
- Construction costs, including a contingency for 30% design knowledge and 25% construction contingency, are estimated to be \$1.5 million. This estimate does not include the \$300,000 necessary to provide on-site pedestrian access through the site at all times.

Mayor Van Dusen added that 90% of the \$5 million cost of the bridge is being paid for by Oregon Department of Transportation (ODOT) through a grant. The City must pay for 10% of the costs.

Item 5(d): Astoria Rescue Mission

City Manager Benoit noted this agenda item was added at the request of Councilor Herzig.

Councilor Herzig explained that he discovered Dan Strite picking up litter on behalf of the Rescue Mission in the downtown area. The Rescue Mission has been cleaning up litter weekly for about three years. Councilor Herzig believed this was an important community builder that needed to be recognized. It's great that people who have turned their lives around are paying back the community.

Dan Strite, 40-year Clatsop County resident and Astoria Rescue Mission Board member and Volunteer, noted several members of the Rescue Mission team were in the audience, who received applause. Mayor Van Dusen added that volunteering to clean up the streets makes Astoria a better place to live and called for a "hip, hip, hooray".

Mr. Strite stated he appreciated the recognition and thanked the citizens of Clatsop County for supporting the Rescue Mission. The mission is more than just a place to have a meal and sleep. People can turn their lives around and learn about the teachings of Jesus. The Rescue Mission was not trying to receive any recognition, but wanted to pay the City back in some way. The mission volunteers pick up an average of 5,000 cigarette butts a year.

Item 5(e): Astoria Library Staff

City Manager Benoit stated this agenda item was also added at the request of Councilor Herzig.

Director Tucker stated that library staff members Meghann Lynch, Ami Kreider, Anne Odom, and Diane Logsdon responded to an incident at the library. A young girl asked library staff to help her get out of an uncomfortable situation. Staff used their skills and training to assist the girl and called Astoria Police, who responded immediately. Library Staff credits Officer Culver for his good response, ultimately resulting in safety for everyone involved.

Councilor Herzig added he happened to be in the library when this incident occurred. Library staff continued to answer phones and check out books as they monitored the situation. When the police arrived, the situation remained non-confrontational. No one became panicked because staff kept the library functioning and handled the incident remarkably.

The following item was an impromptu addition to the agenda.

Tongue Point Job Corps

Tita Montero, Seaside City Councilor, stated she was representing Tongue Point Job Corps and introduced Deputy Director Les Rider.

Les Rider, 37573 [inaudible], said that Tongue Point is one of 122 Job Corps centers in the United States and Puerto Rico. The Department of Labor contracts with firms to manage the centers. Tongue Point is managed by Management Training Corporation (MTC), who currently manages a total of 10 Job Corps centers. MTC is committed to recognizing excellence and achievements through its Celebrating Excellence Initiative. Each of MTC's Job Corps centers annually acknowledges employees, businesses, organizations and persons in the community who contribute highly to the success of the center, naming them Community Supporter of the Year. He presented the Tongue Point Job Corps Center's 2013 Celebrating Excellence Community Supporter of the Year Award to Mayor Van Dusen. Mr. Rider read the nomination of Mayor Van Dusen, which described the details of the Mayor's support and contributions to Tongue Point Job Corps Center.

Mayor Van Dusen stated he was honored and surprised. Mr. Rider stated the center appreciates the Mayor's and Council's support, which have made a real difference. The center has funding challenges this year and a new national director has recently been appointed. Mr. Rider added that the Job Corps is pleased and proud and feel like the Mayor's efforts make a difference.

Mayor Van Dusen noted the Tongue Point Job Corps students held a pasta feed fundraiser to help the trolley buy a new generator and raised \$32,000. The trolley would not be in operation without the help of the Job Corps.

Mayor Van Dusen called for a brief recess and reconvened the meeting at 7:54 p.m.

CONSENT CALENDAR:

The following items were presented on the Consent Calendar:

- 6(a) City Council Minutes of 4/14/13
- 6(b) City Council Minutes of 5/6/13
- 6(c) Boards and Commission Minutes
 - (1) Parks Board Meeting of 4/22/13
 - (2) Planning Commission Meeting of 4/23/13
 - (3) Traffic Safety Committee Meeting of 4/23/13

6(d) Clatsop and Washington Inter-County Mutual Aid Agreement (Fire)

Councilor Herzig requested that Item 6(d) be removed for further discussion.

City Council Action: Motion made by Councilor LaMear, seconded by Councilor Warr, to approve Items 6(a), 6(b) and 6(c) of the Consent Calendar. Motion carried unanimously. Ayes: Councilors LaMear, Warr, Herzig, Mellin and Mayor Van Dusen; Nays: None.

Councilor Herzig explained that he removed Item 6(d) from the Consent Calendar so he could give credit to the Fire Department. He read the agreement, acknowledging that the Fire Department has been proactive in looking for regional solutions to disasters.

Mayor Van Dusen stated this is a great agreement. Police Chief Curzon and Fire Chief Ames both deserve credit.

City Council Action: Motion made by Councilor Herzig, seconded by Councilor LaMear, to approve Item 6(d) of the Consent Calendar. Motion carried unanimously. Ayes: Councilors LaMear, Warr, Herzig, Mellin and Mayor Van Dusen; Nays: None.

REGULAR AGENDA ITEMS

Item 7(a): Public Hearing and Ordinance – Amendment Request (A13-01) by Rising Tide Enterprises LLC to the Land Use and Zoning Map to Rezone an Area at 16th and Exchange Streets from C-3 to R-3 (1st reading) (Community Development)

The property proposed for rezone is located at the southwest corner of 16th and Exchange Streets between Exchange Street and Franklin Avenue. The Applicant owns the parcel located at 1585 Exchange Street, which is designated as historic within the Downtown National Register Historic District. The other two property owners have signed an agreement with the proposed zone changes. The site is situated in a transition area between the residentially and commercially developed areas and could be a cohesive part of either development area. Over the years, most of the inquiries for purchase of the building at 1585 Exchange Street have been for use as a single-family dwelling; however, since the building had been used commercially, it was no longer “grandfathered” and therefore could not return to a single-family dwelling. The building was originally built as a dwelling and is more conducive to that use rather than commercial use. The second building at 539 16th Street is currently used as a single-family dwelling and is a non-conforming, grandfathered use in the C-3 Zone.

At its April 23, 2013 meeting, the Astoria Planning Commission held a public hearing and recommended that the City Council adopt the proposed amendment. A public hearing on the Amendment has been advertised and is scheduled for the May 20, 2013 City Council meeting. It is recommended the Council hold a public hearing and adopt the ordinance as recommended by the Planning Commission. If the Council is in agreement with the recommendation of the Planning Commission, it would be in order for Council to hold a first reading of the Ordinance.

City Manager Benoit clarified that the subject property is on the corner opposite the Historical Society building.

Mayor Van Dusen opened the public hearing at 7:58 p.m. and asked if anyone objects to the jurisdiction of the City Council to hear this matter at this time. Hearing none, he asked if any member of the City Council had any conflicts of interest or ex parte contacts to declare. Councilor Herzig declared that he had attended the Planning Commission meeting, but did not speak to the issue at the meeting. He believes he can be impartial. City Attorney Henningsgaard confirmed this should not affect the public hearing. Mayor Van Dusen explained the procedures governing the conduct of public hearings to the audience and advised that handouts of the substantive review criteria were available from Staff.

Mayor Van Dusen called for a presentation by the Applicant.

Robert Stang, 3834 Franklin Avenue, Astoria, stated that the application speaks for itself. He is proposing that three properties be rezoned to R-3 from C-3. The building on his property is a single-family home that has been used commercially for several years. It would be easier to use this building as a single-family or multi-family residential building.

Mayor Van Dusen called for persons who wish to speak in favor of or against the application. Hearing none, he called for questions from the Council. There were none. Mayor Van Dusen closed the public hearing at 8:01 p.m.

City Council Action: Motion made by Councilor Warr, seconded by Councilor Mellin to adopt the findings and conclusions contained in the Staff report and approve the Amendment Request A13-01 by Rising Tide Enterprises LLC and adopt the ordinance. Motion carried unanimously. Ayes: Councilors LaMear, Warr, Herzig, Mellin and Mayor Van Dusen; Nays: None.

Planner Johnson conducted the first reading of the ordinance to amend the Astoria Land Use and Zoning Map by rezoning the area at 16th and Exchange Streets from C-3 to R-3.

Item 7(b): Public Hearing and Ordinance – Amendment Request (A 13-02) by Cannery Loft Holdings LLC to the Land Use and Zoning Map to Rezone a Parcel from G-I to S-2A (1st reading) (Community Development)

The parcel proposed to be rezoned is located on the north side of Abbey Lane east of 39th Street. It was one of three platted plots approved for development with three Cannery Loft Condominium buildings. The site was originally zoned S-1 (Marine Industrial Shoreland) but was rezoned to GI in 1992 (A92-03). The current GI Zone limits the variety of commercial uses allowed and mainly focuses on general industrial uses, but does allow for multi-family dwellings above the ground floor under a conditional use permit. The request to rezone the parcel at 4050 Abbey Lane to S2-A would continue with the tourist oriented shoreland possibilities while allowing for broader multi-family dwelling opportunities on all floors of a building.

At its April 23, 2013 meeting, the Astoria Planning Commission held a public hearing and recommended that the City Council adopt the proposed amendment. A public hearing on the Amendment has been advertised and is scheduled for the May 20, 2013 City Council meeting. It is recommended that the City Council hold a public hearing and adopt the ordinance as recommended by the Planning Commission. It would be in order for Council to hold a first reading of the Ordinance.

Councilor LaMear understood that a portion of the lot in question has already been paved as a parking lot. Director Estes said that is correct; a portion of the lot for Building C contains a parking area for Buildings A and B. Councilor LaMear asked if the new owner also owns both condominiums. Director Estes answered no, but he understood the property owner may be considering the purchase units in the condominium. Condominium Buildings A and B are owned by a number of individuals who own the individual units. Councilor LaMear asked how Buildings A and B are currently zoned. Director Estes stated that should this application be approved, the buildings would remain zoned as GI, General industrial.

Mayor Van Dusen opened the public hearing at 8:05 p.m. and asked if anyone objects to the jurisdiction of the City Council to hear this matter at this time. Hearing none, he asked if any member of the City Council had any conflicts of interest or ex parte contacts to declare. Councilor Herzig stated he attended the Planning Commission meeting when this application was discussed. He did not take part in the discussion and believed

he could be impartial. Mayor Van Dusen explained the procedures governing the conduct of public hearings to the audience and advised that the substantive review criteria were available from Staff.

Mayor Van Dusen called for a presentation by the Applicant.

Dale Berat, Otak, 4253 A Highway 101 North, Seaside, OR stated he was representing Two Ten Developers who is purchasing Lot 3. When the condominiums were originally approved, three buildings were proposed on all three lots along the front of the railroad. At the time, the requirement was to build commercial space on the ground floor and residential units on the floors above. Two buildings were approved, built and units in these buildings were sold. The commercial units did not sell well and there are still a few vacant commercial spaces in these buildings. The Applicant is requesting some flexibility in the multi-family housing units on Lot 3. The Applicant would like to build the third condominium as originally planned.

Mayor Van Dusen called for persons who like to speak in favor of, against or impartial to the application to come forward. There were none. City Manager Benoit noted for the record that Staff did receive a letter of opposition, which was distributed to City Council.

Mayor Van Dusen closed the public hearing at 8:10 p.m.

Councilor Herzig asked if this zone change would only change allowable uses of the ground floor. Planner Johnson clarified that the zone change would be for any use within the building. The primary intent is to continue with plans to install multi-family units above the ground floor. The zone change would not limit or guarantee that. Director Estes added that the intent of the zone change is to provide additional flexibility on the ground floor. When the development was initially constructed, it was for industrial uses on the ground floor, but general industrial uses have not worked in this location. The zone change would allow for tourist-oriented uses, such as offices, coffee shops, restaurants, etc. The zone change applies to the entire site. He confirmed that a restaurant would be allowed on the top floor.

City Council Action: Motion made by Councilor Mellin, seconded by Councilor Warr, to adopt the Findings and Conclusions contained in the Staff report and approve the Amendment Request A13-02 by Cannery Loft Holdings LLC and adopt the ordinance. Motion carried unanimously. Ayes: Councilors LaMear, Warr, Herzig, Mellin and Mayor Van Dusen, Nays: None.

Director Cook conducted the first reading of the ordinance to amend the Astoria Land Use and Zoning Map by rezoning a parcel at 4050 Abbey Lane from G-I to S-2A, tourist oriented shoreland.

Item 7(c): Pedestrian Crossing Flag Program (Councilor Herzig)

City Councilor Drew Herzig will discuss the pedestrian crossing flag program.

Councilor Herzig stated that pedestrian safety is a goal of the City Council. Michelle Reeves has stated repeatedly that walkability is essential for a thriving downtown, so pedestrian safety must be taken seriously. The Traffic Safety Commission has been researching various approaches to pedestrian safety and Staff is working on a number of possible pedestrian safety measures with the help of ODOT, as needed. City Council has viewed presentations on different strategies and appreciates all the thought and effort devoted to this issue. Currently, the only widely publicized action being taken is the use of pedestrian flags on 10th Street. He is not saying this is the only action, but it is the only widely publicized action. Councilor Herzig understood that this could be perceived as the only action being taken by City Council to improve pedestrian safety, which could also be seen as inadequate or frivolous. He added that there are no quick fixes as community problems require community solutions. The public must get involved in analyzing the problem and suggesting answers. If the City cannot give the community a real sense of ownership in the efforts to promote pedestrian safety, only limited success, if any, will be achieved.

- The pedestrian flag program is struggling due to a lack of advance notice for this effort. The City has failed to inform the public ahead of time that this program was an experiment, that support and participation was vital and that it was part of a broader effort to deal with pedestrian safety. The community was not involved in initiating the program.
 - Other cities that have implemented the pedestrian flag program have experienced some initial loss of flags due to theft. This theft usually tapers off as the community becomes more invested in the success

of the program. However, Astoria is losing significantly more flags to vandalism than to theft. The vandalism is persistent and may be coming only from a few individuals.

- He asked City Council to consider whether or not to continue the pedestrian flag program in the face of public criticism and persistent escalating vandalism. Should City Council decide to continue the program, the City must look for ways to make the program more successful. The program cannot continue as is.
- He also asked if the City had a plan to address pedestrian safety on all fronts, including crosswalks, stoplights, visibility, signage, speed limits, community education, etc. The pedestrian flag program will only gain credibility and support if the public can see it to be part of a broader approach. A comprehensive pedestrian safety plan needs to be created.

Mayor Van Dusen called for public comment.

Florence Sage, 613 West Marine Drive, Astoria, stated she has a great interest in pedestrian safety in Astoria. Access to desirable locations should be a high priority, especially considering people who are not very agile. The roads can be intimidating for these people. She agreed the pedestrian flags should be one piece of a larger program. She believed pedestrians were unaware of how to use the flags to cross the street. She has seen people tuck them under their arms or struggle with the flags while carrying other items. She would like to see more public education on the rights and responsibilities of pedestrians and on how to use the flags. She has asked the police to explain how many lanes a pedestrian has control of while crossing the street. Most people do not know this. She recalled an incident where an acquaintance with a walker was trying to cross the street. Cars had stopped, but a motorcyclist pulled into the lane that the pedestrian was in. The pedestrian tried to walk faster, lost control of the walker, and fell into the street. She was also concerned that many pedestrian crossings are unmarked. There are no markings on West Marine Drive from the roundabout by the bay to Highway 202. Driving this stretch of road is dangerous; crossing as a pedestrian is frightening. Marking more crossings would be a good idea. There is a whole package of things she would like to see City Council do to help pedestrians in Astoria.

Sherry Posey, 92974 Ritter Road, Astoria, stated she spoke with Councilor Herzig about the pedestrian flags. She has done internet research on cities that have successfully used the pedestrian flag program. Kirkland, Washington developed a slogan for their pedestrian flag program called "Take It to Make It". The town of Kirkland also produced some videos about the program, which have been very effective. Kirkland had issues with the program similar to Astoria when it first began. She recommended hosting a video contest. High school students could develop informative traffic safety videos that incorporate the use of the flags. This would not cost the City very much. She also suggested a slogan contest and video-recorded flag demonstrations by the local dance teams. Students could assemble flags as a means of giving them ownership in the program. A traffic and pedestrian safety booth at the Sunday Market, at the fair, and at different events in the community could be used to offer information and advice to the public. The City can be proactive and positive and provide educational opportunities to the community.

Don Webb, 3555 Harrison Drive, Astoria, recalled that during the summer of 2012, he traveled to Idaho where the communities were replacing their flag programs with LED lights and a switch. These communities have found that the lights are better. The lights are run on solar electricity. Mr. Webb served on the Astoria Traffic Safety Committee for 20 years. They used to have programs. He believed that the members of the TSC should work on these programs again. He has not seen City Council members making people aware of the flag program. Having LEDs around a flashing light with a switch would prevent pedestrians from having to carry a flag. He believed the flags provide a false sense of safety and suggested the City take a second look at what is happening.

Councilor Herzig noted that Mayor Van Dusen suggested at the Council goal setting session that schoolchildren get involved in assembling the flags. He agreed this was important.

Councilor LaMear said she has always been a fan of rapid flashing beacons (RFBs), but ODOT had said they would not last because of the large trucks in Astoria. She then noticed that ODOT's report mentioned the possibility of installing RFBs at five different sites in Astoria; by Home Bakery, Bay Street and Marine Drive, 21st and Exchange Streets, 6th and Marine Drive, and 37th and Leif Erickson, where an RFB currently exists. She has seen RFBs work in other places. Director Estes explained that RFBs are on a pole, they are not imbedded in the asphalt. Councilor LaMear asked if Mr. Webb was referring to the RFBs when he mentioned the LED lights. She wanted to know where the LED lights were installed. Director Estes stated he would find out from Mr. Webb.

Councilor Herzig added that some crosswalks do have flashing lights imbedded in the crosswalk. A pedestrian pushes a button and the crosswalk begins to flash. Because the lights are imbedded in the street, they are subject to traffic damage.

Mayor Van Dusen noted that Astoria has an excellent Traffic Safety Committee. City Council must be cautious about bypassing the committees comprised of volunteers. He believed tonight's testimony was excellent, but would have been more appropriate at a Traffic Safety Committee meeting.

Item 7(d): Salary Resolution (City Manager)

This proposed Salary Resolution implements a 2% wage adjustment for the IAFF Local 696 Bargaining Group (Firefighters) retroactive to July 1, 2012. In addition, the Resolution moves the Deputy Chief positions in the Fire and Police Departments from Range 39 (Schedule E-2A) to Range 42 (Schedule E-2A). It is recommended that Council adopt the Salary Resolution implementing the requested changes.

City Council Action: Motion made by Councilor LaMear, seconded by Councilor Herzig, to adopt the Salary Resolution implementing a 2% wage adjustment for the IAFF Local 696 Bargaining Group (Firefighters) retroactive to July 1, 2012 and moving the Deputy Chief positions in the Fire and Police Departments from Range 39 to Range 42. Motion carried unanimously. Ayes: Councilors LaMear, Warr, Herzig, Mellin and Mayor Van Dusen; Nays: None.

Item 7(e): Recology Rate Review – Clatsop Transfer & Disposal Station (Finance)

The City's Franchise Agreement with Recology requires them to render financial statements and a rate review of the Clatsop Transfer & Disposal Station no later than April 30th each year. The purpose of the annual rate review is to determine whether Recology's rate of return on their solid waste collection operations falls within the limits set by the Franchise Agreement with the City. Based on this review, the Operating Ratio for the current calendar year is projected to be within the limits of the Operating Ratio Range of 88% to 92%. As a result, the calculated rate for the disposal of solid waste required no adjustment. No Council action is required.

Fred Stemmler, General Manager, Recology Western Oregon, introduced himself and stated he would answer any questions.

Mayor Van Dusen commended Mr. Stemmler and his team for being such a good team player on the major sports facility project with the school district, City and hospital.

Item 7(f): Resolution Establishing Rules, Regulations, Rate Changes, and Conditions for Solid Waste Service/Recology Rate Review (Finance)

The City's Franchise Agreement with Recology requires them to render financial statements and a rate review of the Solid Waste Collection Franchise no later than April 30th each year. The purpose of the annual rate review is to determine whether Recology's rate of return on their solid waste collection operations falls within the limits set by the Franchise Agreement with the City. Based on this review, the Operating Ratio for the current calendar year is projected to be outside the limits of the Operating Ratio Range of 88% to 92%. As a result, the calculated rate adjustment for Astoria is 5.42%.

Councilor Mellin asked why Recology is outside the limits of the Operating Ratio Range. Mr. Stemmler explained that Recology uses three months of data to project the next nine months. Their goal was to achieve a 10% return. This is defined within the franchise and is an investment by the community to ensure that all garbage is picked up. Garbage can become a health issue very quickly. This is a reasonable return for the community and ensures that service will be completed. In short, last year's projections were off. Recology has had a reduction in costs as well as revenue shortfall in 2012. The company was \$71,000 short of projected drop box income. Expense savings were not enough to offset the revenue shortfall. Savings can be achieved by taking equipment off the road or reduce routes. Until that can be achieved, the same capital and the same labor is necessary to ensure that service is completed. He explained that a drop box is the largest container used for major construction sites. One-time construction projects that occurred in previous years did not occur again in the next year. The drop box service is a variable budget component. Favorable revenues go back into the rate base

which can result in reduced costs or cost neutral years. The revenue shortage is driving the rate increase this year. Recology takes its job seriously and does everything it can to contain costs that they can control.

Councilor Herzig asked what the projected Operating Ratio was for this coming year. Mr. Stemmler stated that with the rate adjustment, the Operating Ratio is project to be 90%. Without the adjustment, the ratio would be 98.64%, the \$70,000 shortage had a major impact. Councilor Herzig said he is concerned that Astoria is becoming unaffordable for many people. Water rates and property taxes have increased. It is difficult to add another financial burden to the public. Mr. Stemmler said he was conscious of that, assuring he was not being flippant about the requested rate increase. He understood it will have a serious impact, adding that Recology is committed to doing everything they can to contain this in the future. A variety of rates are available to users of Recology's services. Customers with financial pressures have options that may work for their lifestyles and habits.

Mayor Van Dusen stated he intended to vote to approve the resolution and rate change. He noted that City Manager Benoit explained to the Budget Committee that building permits, building construction and demolition is down, which created a similar revenue shortfall for City Hall. No one likes to pay more for garbage. There have been no negative comments from the community about Recology's service. Everyone simply wishes the service were less expensive.

City Council Action: Motion made by Councilor LaMear, seconded by Councilor Mellin, to adopt the resolution establishing rules, regulations, rate changes, and conditions for solid waste service. Motion carried 4 to 1. Ayes: Councilors LaMear, Warr, Mellin and Mayor Van Dusen; Nays: Councilor Herzig.

Item 7(g): Bear Creek Dam Seismic Study Grant (Public Works)

The City of Astoria's Bear Creek Dam is a 90-foot high concrete gravity dam built in 1912 and raised in 1953. The Oregon Water Resources Department (OWRD) has classified the Dam as a high hazard dam due to its proximity to human population areas downstream. There are approximately 129 properties and 69 homes below the dam. Although the classification is not a result of the dam's age or condition, these factors do affect the probability of failure during a major seismic event.

The OWRD has determined that the City should initiate a seismic failure analysis to further investigate the potential failure of the dam. A study completed 20 years ago does not include sufficient detail to determine the actual failure risk that could result due to a Cascadia Subduction Zone earthquake. In general, recent earthquake events in other countries and additional studies of seismic events that a Cascadia Subduction Zone earthquake could generate have increased concerns about the stability of dams along the Oregon Coast.

The first step would be to hire a consultant that specializes in the type of dam safety analysis to determine the risk factors and what, if any, steps could be taken to reduce the risk of damage and potential failure. While it is anticipated that the study may lead to conclusions more favorable than previous studies, there is a possibility that conclusions and recommendations may result in additional mitigation requirements. The State has offered a \$50,000 grant, requiring a \$50,000 match, to assist the City with the first phase of the required studies. The study would be completed in three phases. Only the first phase is proposed at this time.

It is recommended that the City Council accept the grant for \$50,000 and authorize staff to proceed with a request for proposals for Phase 1 of the seismic studies for the Bear Creek Dam. The \$50,000 City required match is proposed to be funded out of the Public Works Improvement Fund for the 2013/2014 fiscal year.

City Council Action: Motion made by Councilor Warr, seconded by Councilor Herzig, to accept the grant for \$50,000 and authorize Staff to proceed with a request for proposals for Phase 1 of the seismic studies for the Bear Creek Dam. Motion carried unanimously. Ayes: Councilors LaMear, Warr, Herzig, Mellin and Mayor Van Dusen; Nays: None.

Item 7(h): License to Occupy a Portion of the Alameda Right-of-Way Adjacent to 349 Alameda Avenue (Public Works)

Ted Osborn, who owns property located at 349 Alameda Avenue, has applied for a License to Occupy at 50-foot by 18-foot portion of the Alameda right-of-way adjacent to his property. Mr. Osborn is proposing to construct a

concrete retaining wall adjacent to the sidewalk in front of his property. The Community Development and Public Works Departments have reviewed the application and are in support of a License to Occupy with conditions. The property owner was informed of the conditions of the proposed license agreement prior to submitting his application. City Attorney Blair Henningsgaard has reviewed and approved the license agreement as to form. It is recommended that City Council approve a license to occupy, subject to conditions, a 50-foot by 18-foot portion of the Alameda Avenue right-of-way adjacent to 349 Alameda Avenue, for the purpose of constructing a retaining wall.

Ted Osborn, 345 and 349 Alameda Avenue, Astoria, stated that he did not have much to add. Councilor Herzig asked why the retaining wall was necessary. Mr. Osborn explained the house at 349 Alameda is mold-ridden and being removed. The retaining wall will allow that property to become integrated into the rest of his property. Continuing the retaining wall along the sidewalk allows Mr. Osborn to grade the entire property all the way to the corner at Kingston. This will substantially beautify the area. There is already a retaining wall at 345 Alameda, so essentially he will be extending the existing wall to the corner.

Mayor Van Dusen confirmed there was not testimony opposed to the application.

City Council Action: Motion made by Councilor Mellin, seconded by Councilor Warr, to approve a license to occupy, subject to conditions, a 50-foot by 18-foot portion of the Alameda Avenue right-of-way adjacent to 349 Alameda Avenue, for the purpose of constructing a retaining wall. Ayes: Councilors LaMear, Warr, Herzig, Mellin and Mayor Van Dusen; Nays: None.

Item 7(i): Amendment to 2012-2015 International Association of Firefighters Collective Bargaining Agreement (City Manager)

With the recent promotion of Lieutenant Paul Gascoigne to "Acting Deputy Chief" in the Astoria Fire Department, it has been noted that there is disincentive to move permanently from a Fire Union position to management. To incent internal talent to consider moving up to more responsible leadership positions, the Fire Union has requested Council consideration of an amendment to their recently adopted contract. Specifically, they are requesting the addition of a new Section 10 under Article V "Seniority", which would allow bargaining unit members who have accepted a management position to retain their seniority within the department. It is recommended that Council approve the requested amendment.

City Council Action: Motion made by Councilor Herzig, seconded by Councilor LaMear, to approve an amendment to the 2012-2015 International Association of Firefighters Collective Bargaining Agreement to include the addition of a new Section 10 under Article V "Seniority". Motion carried unanimously. Ayes: Councilors LaMear, Warr, Herzig, Mellin and Mayor Van Dusen; Nays: None.

Item 7(j): Update on Delinquent Transient Room Taxes (Finance)

At the January 22, 2013 City Council meeting, the Council approved an agreement with the Best Western (Genesis Hotel LLC) regarding their delinquent room taxes. At that time, they were \$33,504.27 in arrears. The agreement called for them to remain current on their taxes and to pay the balance over the following four months. Since that time, they have paid the tax due for October through February, but have not yet paid March, the past due balance from September, or the penalties and interest, leaving a current balance due of \$31,408.49. A lien that was placed on the property has been updated to reflect the current balance due and will continue to be updated as the balance either increases or decreases. This item is for information only and requires no action by Council.

The following item was added to the agenda.

Item 7(k): Request to Allocate Funds to Support the Celebration of the Ghadar Party Formation

City Manager Benoit stated that this request is for financial support for the Ghadar Party celebration scheduled to occur in the fall 2013.

Mayor Van Dusen said he requested that this item be added to the agenda for Council discussion in an open meeting if funds were going to be expended. The celebration has become much bigger than expected and will

likely draw many tourists to Astoria. He is not suggesting the City draw funds for the purpose of attracting tourists, but this is a very historic event that started out small and has grown to a point where he believed the Council should discuss a budget. He noted the budget will remain less than \$10,000, which is within the City Manager's funding limit. The City prides itself on doing everything in an open forum and spending funds should be discussed publicly.

Councilor Mellin confirmed that \$10,000 would be more than sufficient for the Celebration. The Clatsop County Historical Society, the Oregon Historical Society, and the Maritime Museum are also sponsoring this event.

Councilor Herzig asked what the funds would be spent on. Councilor Mellin replied the money will be spent on expenses normally incurred when planning and hosting a major celebration event. She noted \$3,000 has already been spent on copies of the *Oregon Historical Quarterly* containing an article by Joanna Ogden about the founding of the Ghadar Party. These were purchased for \$3.00 each and will be sold at the celebration event to recoup that money. Rent must also be paid at the Maritime Museum. Councilor Mellin gave a brief history of the Sikh community in Astoria and the foundation of the Ghadar Party. Mayor Van Dusen added that the owners of the Hampton Inn and Comfort Suites are from India. Portland and Seattle also have large Indian populations. This celebration is a big deal and has grown. He noted that the specific expenses were unknown. The event is five months away, but it would not be fair to the citizens of Astoria to simply spend the money on the celebration without discussing it in an open forum first. There is no finalized budget, but there will be expenses. Councilor Mellin added that they are currently working on publicity through Facebook and a website. Advertising is planned, which will include expenses.

Mayor Van Dusen asked if the room tax revenue could be used to fund the budget for the event. City Manager Benoit agreed this would be an appropriate expense.

City Council Action: Motion made by Councilor Warr, seconded by Councilor LaMear, to approve a budget not to exceed \$10,000 for expenditures related to the Celebration of the Ghadar Party formation. Motion carried unanimously. Ayes: Councilors LaMear, Warr, Herzig, Mellin and Mayor Van Dusen; Nays: None.

NEW BUSINESS & MISCELLANEOUS, PUBLIC COMMENTS

Don Webb, 3555 Harrison, Astoria, said he has been informed by the telephone company that a broken line in his building has affected the fire alarm protection system. He learned this may have resulted from work currently be done on the sewage system. If there had been a fire, the Fire Department would not have been notified. The telephone company needs to determine the problem. City Manager Benoit agreed to look into this issue.

Mayor Van Dusen stated that the CSO project has gone very well. However, communications into U.S. Bank were cut. Director Cook explained that the subcontractor of the telephone company who was hired to locate the communication lines failed to do so.

ADJOURNMENT

There being no further business, the meeting was adjourned at 8:56 p.m. to convene the Astoria Development Commission meeting.

EXECUTIVE SESSION

The City Council Executive Session was convened at 9:00 p.m.

Item 8(a): ORS 192.660(2)(h) - Legal Counsel

The City Council Executive Session was adjourned at 9:25 p.m.

ATTEST:

APPROVED:

Finance Director

City Manager

A regular meeting of the Astoria Common Council was held at the above place at the hour of 7:00 p.m.

Councilors Present: Herzig, Warr, Mellin, Mayor Van Dusen

Councilors Excused: LaMear

Staff Present: City Manager Benoit, Police Chief Curzon, Deputy Fire Chief Gascoigne, Library Director Tucker, City Engineer Harrington, Parks Director Cosby, Community Development Director Estes and Finance Director Carlson. The meeting is recorded and will be transcribed by ABC Transcription Services, Inc.

Mayor Van Dusen announced that the next City Council meeting will take place at the Liberty Theatre in the McTavish Room on June 17, 2013 for the ribbon cutting of the theatre's new renovation. The City of Astoria provided a grant for the renovation in the amount of \$386,000.

REPORTS OF COUNCILORS:

Item 3(a): Councilor Warr reported that he had welcomed the seamen from *The HMCS Oriole*, a Canadian ship, which will be the only military ship to attend the Rose Festival in 2013.

Mayor Van Dusen circulated a gift that was presented to the City of Astoria by the crew of *The Oriole*.

Item 3(b): Councilor Mellin reported that she attended the Irving Avenue Bridge presentation. The drawings were very interesting. Irving Avenue will be under construction for a long time, but the bridge will be beautiful. She also attended the Friends of the Astoria Column luncheon and met the prospective architectural landscaper, Mr. Laurie Olen. She visited the new Oregon Film Museum for the first time on Sunday and it was fantastic. She encouraged people to visit the museum.

Mayor Van Dusen noted that he researched the film museum on the internet. Their website stated that the museum was located in the historic jail, but the picture on their website showed a picture of the current jail. He notified Mac Burns, who corrected the website.

Item 3(c): Councilor Herzig reported that *The Oriole* is the oldest ship in the Canadian Navy. Before the ship was in the Navy, it was a bootleg ship that ran alcohol from the United States to Canada across the Great Lakes during the Prohibition. The ship is available for tours until 8 p.m. tonight.

Mayor Van Dusen stated the United States military has reduced spending. In years past, many naval ships would attend the Rose Festival. This year, *The Oriole* is the only military ship stopping in Astoria for the festival. Very few naval ships will pass Astoria for the Rose Festival this year. This year, the Coast Guard will not be able to perform a helicopter fly-over for the Regatta, which has been done for many years.

Item 3(d): Mayor Van Dusen reported that at CoastLiving.com, a coastal food magazine, an article was published about the Bow Picker restaurant and Astoria. The feature article in a pilot's magazine was titled, "*The Official Coast Guard City Astoria Oregon*", so Astoria is getting a lot of good publicity. City Council rode the Astoria Riverfront Trolley from the new train depot to the Maritime Museum on Sunday, June 2, 2013.

Councilor Herzig described the celebration when the 500,000th passenger, Louise from Salem, boarded the trolley. It was her second time on the trolley. Mayor Van Dusen had congratulated her and gave her a City of Astoria Plate, hats and t-shirts. Horns and bells were going off and photographs were taken.

Mayor Van Dusen noted that the trolley is operated by volunteers. He represented the City Council at the annual banquet for the hospital on Saturday, June 1, 2013. The City will have a new building for cancer radiation treatment. A cancer patient told her story at the banquet, saying she would have to get up at 5 a.m. to travel by bus to Longview, WA for radiation treatments five days a week. The partnership with Columbia Memorial Hospital, Oregon Health and Science University (OHSU), Dr. Park, and the City of Astoria raised a total of

\$155,000 at the banquet with the auction raising \$105,000 and \$50,000 that was donated. OHSU only agreed to become a partner if there would be room for a future hospital expansion. He noted it was a privilege to represent City Council at the banquet.

CHANGES TO AGENDA: There were none.

CONSENT CALENDAR:

The following items were presented on the Consent Calendar:

5(a) Boards and Commission Minutes

(1) Historic Landmarks Commission Meeting of 4/16/13

(2) Library Board Meeting of 4/23/13

5(b) Contract Award -Astoria Senior Center Renovation Grant Management (Community Development)

5(c) Intergovernmental Agreement with Oregon Department of Transportation for Old Youngs Bay Bridge Temporary Construction Easement (Public Works)

5(d) Resolution Closing Fund 156, the Aquatic Facility Activity Fund (Finance)

5(e) Resolution Declaring Intent to Receive State Shared Revenues (Finance)

Councilor Herzig requested Item 5(b) removed from the Consent Calendar.

City Council Action: Motion made by Councilor Warr seconded by Councilor Herzig, to approve Items 5(a), 5(c), 5(d) and 5(e) of the Consent Calendar. Motion carried unanimously. Ayes: Councilors Herzig, Warr, Mellin and Mayor Van Dusen; Nays: None.

Councilor Herzig stated the City is hiring a grant administrator to manage the Senior Center Renovation Grant. Because this is an important public project involving the City, the Senior Center and the Loaves and Fishes Meals for seniors, he wanted to make sure the public remained informed at all times. A grant administrator is an important aspect of this project and will make sure all of the rules of the grant are followed. The City Manager does not have the time or skill set to do this work so hiring a grant administrator is important.

City Council Action: Motion made by Councilor Herzig seconded by Councilor Mellin, to approve Items 5(b) on the Consent Calendar. Motion carried unanimously. Ayes: Councilors Herzig, Warr, Mellin and Mayor Van Dusen; Nays: None.

REGULAR AGENDA ITEMS:

Item 6(a): Public Hearing and Resolution Adopting Supplemental Budget for FYE June 30, 2013 (Finance)

Oregon Revised Statute (ORS) 294.471 / 473 provides that a municipality may adopt a supplemental budget by publishing a notice, holding a hearing on the supplemental budget, and adopting the budget by resolution. The supplemental budgets are necessary for the following reasons: As approved by Council, the Promote Astoria Fund received proceeds of \$350,000 for a borrowing from Clatsop Community Bank. The purpose of the borrowing is to support the development of the Heritage Square project. The supplemental budget will transfer funds to the Parks Project Fund to continue the Heritage Square project. The Parks Project Fund requires a supplemental budget to appropriate the transfer described above and to receive additional funds from the Astor East Urban Renewal District (AEURD) so that the funds may be expended. It is recommended that Council hold the public hearing and adopt the proposed resolution.

Mayor Van Dusen opened the public hearing at 7:13 p.m. and called for public testimony regarding the Supplemental Budget. Hearing none, Mayor Van Dusen closed the public hearing at 7:14 p.m.

City Council Action: Motion made by Councilor Herzig, seconded by Councilor Warr to approve the resolution adopting the Supplemental Budget for FYE June 30, 2013. Motion carried unanimously. Ayes: Councilors Herzig, Warr, Mellin and Mayor Van Dusen; Nays: None.

Item 6(b): Public Hearing and Resolution Adopting Budget for Fiscal Year 2013-2014 (Finance)

Oregon Local Budget Law requires that the City Council hold a public hearing on the budget, as approved by the Budget Committee. Notice of this hearing, scheduled for June 3, 2013, was published in the Daily Astorian on Friday, May 17, 2013. The Budget Committee approved the FYE June 30, 2014 budget at its meeting on April 25, 2013. The only adjustments by the Budget Committee to the Proposed Budget were related to the distribution of funds in response to requests by community organizations and the set aside of \$30,000 in the Promote Astoria fund for organizations promoting Astoria. Copies of the budget were previously distributed to the Council and Budget Committee. Copies are available from the Finance Department upon request and are posted on the City's website. It is recommended that Council conduct the public hearing and adopt the proposed resolution.

Mayor Van Dusen opened the public hearing at 7:14 p.m. and called for public testimony regarding the 2013-2014 Budget. Hearing none, Mayor Van Dusen closed the public hearing at 7:16 p.m.

City Council Action: Motion made by Councilor Warr, seconded by Councilor Mellin to approve the resolution adopting the budget for Fiscal Year 2013-2014. Motion carried unanimously. Ayes: Councilors Herzig, Warr, Mellin and Mayor Van Dusen; Nays: None.

Item 6(c): Ordinance regarding Amendment Request (A13-01) by Rising Tide Enterprises LLC to the Land Use and Zoning Map to Rezone an Area at 16th and Exchange Streets from C-3 to R-3 (2nd reading & adoption) (Community Development)

This proposed ordinance received its first reading at the May 20, 2013 City Council meeting. The ordinance amends the Land Use and Zoning Map to rezone an area at 16th and Exchange Streets from the C-3 Zone to the R-3 Zone. It is recommended that the City Council conduct a second reading and adopt the ordinance.

Director Estes conducted the second reading of the ordinance regarding Amendment Request A13-01.

City Council Action: Motion made by Councilor Warr, seconded by Councilor Mellin to adopt the Ordinance regarding Amendment Request A13-01 by Rising Tide Enterprises LLC to the Land Use and Zoning Map to rezone an area at 16th and Exchange Streets from C-3 to R-3. Motion carried unanimously. Ayes: Councilors Herzig, Warr, Mellin and Mayor Van Dusen; Nays: None

Item 6(d): Ordinance regarding Amendment Request (A13-02) by Cannery Loft Holdings LLC to the Land Use and Zoning Map to Rezone a Parcel from GI to S-2A (2nd reading & adoption) (Community Development)

This proposed ordinance received its first reading at the May 20, 2013 City Council meeting. The ordinance amends the Land Use and Zoning Map to rezone a parcel from the GI Zone to the S-2A zone on the north side of Abbey Lane east of 39th Street. It is recommended that the City Council conduct a second reading and adopt the ordinance.

City Council Action: Motion made by Councilor Mellin, seconded by Councilor Warr to conduct a second reading of the Ordinance regarding Amendment Request A13-02 by Cannery Loft Holdings LLC to the Land Use and Zoning Map to rezone a parcel from GI to S-2A. Motion carried unanimously. Ayes: Councilors Herzig, Warr, Mellin and Mayor Van Dusen; Nays: None

City Engineer Harrington conducted the second reading of the ordinance regarding Amendment Request A13-02.

City Council Action: Motion made by Councilor Warr, seconded by Councilor Mellin, to adopt the Ordinance regarding Amendment Request A13-02 by Cannery Loft Holdings LLC to the Land Use and Zoning Map to rezone a parcel from GI to S-2A. Motion carried unanimously. Ayes: Councilors Herzig, Warr, Mellin and Mayor Van Dusen; Nays: None

Item 6(e): Authorization to Award 5th and Duane Street Landslide Clean Up (Public Works)

In December 2012, a landslide occurred on City owned property impacting the south side of Duane Street between 5th and 6th Street. Movement continued over the next several weeks bringing several large trees and a more substantial volume of soil onto the road. Landslide Technology (on-call Geotechnical firm) helped evaluate the slide and provided recommendations to guide the clean-up effort.

Since mid-February, the area has remained relatively stable. Public Works staff has developed a project to address additional debris removal and erosion control. The project includes loose slide debris removal, removal of concrete blocks and installation of erosion control measures, and hydro seeding.

Staff used the Request for Quotes process (RFQ) as the Engineer's estimate for the project is \$20,000 with a 15% contingency.

Contractor	Total Bid
TFT Construction Inc.	\$13,618.00
North Pacific Excavation	\$15,817.82
Bergeman Construction	\$28,034.20
Big River Construction	\$32,030.00

It is recommended that Council authorize a contract for \$13,618.00 with TFT Construction Inc., for the 5th and Duane Street Slide Clean-up Project. Funds for the project are available in the Capital Improvement Fund.

Councilor Herzig noted that several residents living near the site were in the audience. Mayor Van Dusen asked if any member of the community would like to comment on the landslide cleanup.

Chris Wright, 510 Duane Street, Astoria, stated that a memo left on his doorstep suggested that the hill would be hydro seeded, but did not clarify what vegetation would be planted. He understood that hydro seed is grass seed. His research has revealed that a variety of root depths is necessary to prevent future landslides and asked for more clarification on the hydro seeding.

City Engineer Harrington explained the current plan is to grade off any unstable material that remains, clean up the concrete blocks, install erosion control geotubes in straw waddles, then hydro seed the area. This process was recommended by the geotech. He understood that planting will look nicer. All of the soft material has fallen off of the hillside, leaving hard material. Larger vegetation may not grow in or help stabilize the hard material; however, grass could be established. He agreed this is not the most aesthetically pleasing. He hopes native vegetation in the area will come back, and if not, that option could be revisited. Currently, the goal is to plant something that will stabilize the hill.

Mr. Wright stated that as a homeowner, aesthetics are a concern. He has done a lot of research online, which he forwarded to Assistant City Engineer Nathan Crater. He has not yet received a response. Mr. Wright said he would like to see the geotech's recommendation. He is anxious about the project because his research states that a variation of root depth is necessary. He would like to hear directly from the professional that grass is a good option.

City Engineer Harrington added that one advantage of grass is that it can be sprayed from the bottom of the hill. This prevents the need for people to walk on the hill and dig holes to plant, which is disruptive. Once grass is established, the City hopes to come back and do some planting.

Mr. Wright found some spray seed options that are more than just grass and include a stronger root system. He is not concerned with aesthetics, even though it is a factor. He is concerned that another slide will occur after grass is planted. He would like the City to be proactive about this issue. He asked for the geotech's contact information. He attempted to contact the company through phone numbers found online, but could not determine who to talk to about this project.

City Engineer Harrington explained that the City is using a seed mix developed by Oregon State University. The Forest Service and many other organizations also use this seed mix. It is a diversified mix of seed, which

provides assurance that it will grow. He offered to contact Mr. Wright prior to applying the seed mix to see if the addition of another type of seed might be helpful.

Mayor Van Dusen suggested Mr. Wright work directly with City Manager Benoit and Staff. The area is City property, which is directly across from Mr. Wright's front porch and is 200 feet high. Doing this research is the City's responsibility, not Mr. Wright's. Going through City Manager Benoit gives Mr. Wright a direct path and allows City Council to remain more informed about the details of the project.

Mr. Wright added that the road is still in bad shape. He did not know if roadwork was part of the contract with TFT Construction. The memo did not mention road repair. He asked if this was a separate issue.

City Engineer Harrington stated that the current plan is to repair the pavement when other pavement work is completed. The contract with TFT is limited to specialized work. A separate paving project will be coordinated and a paving subcontractor will be hired. It will be more efficient to repair the pavement when all of the other pavement work is done. Public notices regarding pavement work will all be sent out at the same time. Mayor Van Dusen added that Mr. Wright should go through the City Manager's office regarding his paving concerns.

City Engineer Harrington stated that the landslide cleanup has cost about \$50,000.

City Council Action: Motion made by Councilor Warr, seconded by Councilor Mellin to authorize a contract for \$13,618.00 with TFT Construction Inc., for the 5th and Duane Street Slide Clean-up Project. Motion carried unanimously. Ayes: Councilors LaMear, Herzig, Warr, Mellin and Mayor Van Dusen; Nays: None

Item 6(f): Pay Adjustment #2 - Garden of Surging Waves, Sequence A (Community Development)

The City Council previously authorized the award of a construction contract to Robinson Construction Company in the amount of \$798,498 for the first sequence of the Garden of Surging Waves. One pay adjustment has been processed to date with the second presented in this memo for consideration. Adjustment #2, in the amount of \$6,223.64, addresses the need for additional electrical junction boxes within the project site. Not all of the site light fixtures are going to be installed within Sequence A. In order to install these fixtures in later Sequences, the added junction boxes are needed at this time. The junction boxes will facilitate the smooth connection and pulling of electrical wire, thereby avoiding additional costs for installation during a later Sequence. The total pay adjustments would be a 2% change in the contract amount. The pay adjustment would be paid from the budgeted project contingency of \$142,106 and would leave approximately 89% of the contingency remaining. It is recommended that the City Council authorize Pay Adjustment #2 in the amount of \$6223.64 with Robinson Construction for the Garden of Surging Waves.

Councilor Herzig asked Director Estes to give an update on the progress of the project. He read that work had been temporarily suspended and has since resumed.

Director Estes stated that an article was published in the newspaper a few weeks ago about suspension of construction. The retaining wall along Duane Street was constructed in 2012. The soil behind the wall contains more gravel than the original design called for, and so, to save on costs, minor changes to the landscaping were made. Landscaping is still within appropriate tolerances specified by the landscape architect. For example, instead of spacing plants six inches apart, they are spaced 8 inches apart. Today, the contractor removed some of the gravel from the back side of the retaining wall so that trees can still be planted in that area. Construction is moving forward. Councilor Herzig said he was glad to hear that the trees will still be planted.

Mayor Van Dusen explained he told the newspaper trees would not be planted along the sidewalk because he believed this was the case due to the hollow sidewalk. The newspaper is not at fault for printing misinformation.

City Council Action: Motion made by Councilor Warr, seconded by Councilor Mellin to authorize Pay Adjustment #2 in the amount of \$6223.64 with Robinson Construction for the Garden of Surging Waves. Motion carried unanimously. Ayes: Councilors Herzig, Warr, Mellin and Mayor Van Dusen; Nays: None

Item 6(g): Irving Avenue: 19th Street Bridge Replacement - Pedestrian Access through the Construction Site (Public Works)

On July 19, 2010, Council approved entering into an Intergovernmental Agreement with ODOT to secure grant funding through the Highway Bridge Program (HBP) for the replacement of the Irving Avenue Bridge. The total estimated project cost is \$5,877,000. The agreement provides HBP grant funds in the amount of \$5,273,432 with the City being responsible for a match of \$603,568. In February, Council authorized staff and the engineering consultant, David, Evans and Associates (DEA), to commence work on a single-span bridge design. On May 20, 2013, City staff and DEA updated Council on the design, showcasing a photo simulation of the completed bridge. A public open house was held the following evening at the Astoria Recreation Center. According to the sign-in sheet, nine people attended and were in support of the project. One person inquired about pedestrian access during construction and the project team explained the estimated cost of \$300,000 for a formal pedestrian access through the construction site that must meet Federal requirements. This person agreed that the cost was not worth the temporary inconvenience to pedestrians during construction.

DEA will evaluate the possibility of sequencing construction activities to allow pedestrians on the new bridge as soon as possible. It is recommended that Council authorize DEA to continue bridge design without pedestrian access through the construction site for the Irving Avenue: 19th Street Bridge Replacement project.

Councilor Herzig stated that the City held an open house to receive input from residents living in the area and one pedestrian expressed concern and acknowledged that \$300,000 for access was cost prohibitive. The City has been diligent in including pedestrians in this discussion. Pedestrians agree that \$300,000 is not an appropriate use of funds for a temporary pedestrian walkway.

City Council Action: Motion made by Councilor Herzig, seconded by Councilor Warr to authorize DEA to continue bridge design without pedestrian access through the construction site for the Irving Avenue: 19th Street Bridge Replacement project. Motion carried unanimously. Ayes: Councilors Herzig, Warr, Mellin and Mayor Van Dusen; Nays: None

Mayor Van Dusen thanked Staff for looking into the pedestrian access.

Item 6(h): Authorization of Contract for Specialty Inspection and Material Testing Services for Wastewater Treatment Plant Effluent Treatment Upgrades (Public Works)

The upcoming Wastewater Treatment Plant (WWTP) Effluent Treatment Upgrades project includes the following improvements:

- Dechlorination equipment and instrumentation
- Chlorine contact chamber upgrades
- Wastewater effluent flow meter replacement
- Wastewater effluent pH adjustment equipment and instrumentation
- Chlorine feed system upgrades and instrumentation

In November 2012, R&G Excavating (R&G) was awarded a construction contract for the project. They have been working through the submittal process and procuring long-lead time equipment. On May 22, 2013, R&G mobilized to the site and began installing fill material that will need to settle over the next month or so. Primary construction activities will take place during the summer months when the flows to the treatment plant are at their lowest point.

To ensure quality control during construction, specialty inspection and materials testing will need to be performed. Staff requested a scope and fee from Mayes Testing Engineers, Inc., in the amount of \$10,600 to provide these services. It is recommended that the City Council award the specialty inspection and materials testing services contract for the WWTP Effluent Treatment Upgrades project to Mayes Testing Engineers, Inc., for \$10,600. Funds are available for this project through IFA funding.

City Manager Benoit explained that contractors are required to meet certain standards relative to strength of concrete, strength of compaction underneath facilities, and specialty welding testing. This engineering firm specializes in this type of work and will document that the project is done according to standards.

City Council Action: Motion made by Councilor Warr, seconded by Councilor Mellin to award the specialty inspection and materials testing services contract for the WWTP Effluent Treatment Upgrades project to Mayes Testing Engineers, Inc., for \$10,600. Motion carried unanimously. Ayes: Councilors Herzig, Warr, Mellin and Mayor Van Dusen; Nays: None

Item 6(i): Request from Melissa Yowell of 690 17th Street to Top/Trim Trees on City Property (Public Works)

Melissa Yowell of 690 17th Street has submitted an application for permission to top trees on city property. The city owned property is to the east of Ms. Yowell's property and includes Tax Lot 2800, Map 80908DC. On March 4, 2013, Council denied a tree cutting permit submitted by Ms. Yowell. The primary reason for the denial was an adjacent neighbor's opposition. Ms. Yowell was not present at the meeting to respond to her neighbor's concerns.

In a newly submitted permit, Ms. Yowell is requesting permission to top or trim nine Red Alders and Norway Maple saplings with diameters of approximately 8 inches as per her arborist's professional judgment. Based on arborist's recommendations and from a technical standpoint, staff supports the proposed topping/trimming. All adjacent property owners will be notified that this request will be heard by the Council at the June 3, 2013 meeting.

It is recommended that the City Council either reconsider its decision on the original request or approve the current modified proposal for trimming/topping. In either case, we recommend that any approval be conditioned as follows:

- 1) Applicant will provide a letter of concurrence from the project arborist certifying that the work was completed in strict compliance with all recommendations of the report and our permit.
- 2) Applicant shall employ any erosion control measures recommended by the project arborist and take any other measures required to stabilize all disturbed areas and assure that new growth is fully established.

Melissa Yowell, 690 17th Street, Astoria, stated she would like the trees removed to enhance her view. The trees were cut in 2003 with permission from the Public Works Director. This did not kill the trees or cause any landslide. Cutting the trees will save the hillside because the trees could be uprooted during wind and rain. Her neighbor, Rebecca Norman, remains indifferent to cutting down the trees, but wants the company hired to cut the trees to have insurance. Ms. Yowell assured her neighbor the company would have insurance. She was unaware that the Gunns were considered adjacent owners so she did not include them on the application. She spoke to the Gunns on June 2, 2013 and the Gunns have no problem with the trees being cut.

- Her arguments to support the application are support from the neighbors, a letter of support from the arborist and the recommendations of Staff. She added that one neighbor, Karl Johnson, stated he would support the application if Ms. Yowell topped the trees in her yard. These are the same heritage trees that grow along 7th Street at the Flavel House. Mr. Johnson does not like the leaves of the trees falling onto his back porch. She does not recall him ever stating that he had a problem with reception. In an effort to accommodate Mr. Johnson, Ms. Yowell hired an arborist to prune her trees in the fall of 2011. She specifically asked the arborist to do as much as he could on the north side to prevent leaves from falling on to Mr. Johnson's porch. She originally filed her application with the City in April 2012.

Mayor Van Dusen asked Ms. Yowell to repeat her two arguments. Ms. Yowell stated that the trees have been cut before with no adverse side effects and the trees could be uprooted in rain or wind, jeopardizing the hillside. Mayor Van Dusen believed Ms. Yowell's most important reason for cutting the trees is her view. The trees block her view of the river and this is important.

Jack Osterberg, 1711 Grand Avenue, Astoria, stated he is an adjacent neighbor of Ms. Yowell, but is not adjacent or next to the property with the trees. He supports the application.

Mayor Van Dusen said he visited with Mr. Johnson and Ms. Yowell earlier in the day and he supports her application as it is written. He noted the neighbors are working on a compromise, which will involve meeting with an arborist. He believed there may be a good compromise, but perhaps not. He noted for the record that even

without a neighborhood agreement Mr. Johnson is not opposed to the application tonight. Mr. Johnson had given him permission to say so tonight. No one was speaking in opposition to the application.

Councilor Herzig commended Mayor Van Dusen for taking the time to speak with Mr. Johnson and Ms. Yowell. He has invested a lot of time and energy to make sure everyone is heard and can be part of a solution.

Councilor Warr stated that Staff recommended two conditions be included in the request and asked if City Council wanted to require these conditions be met. He has no opinion on the conditions, which he read for the record.

Ms. Yowell stated she would have a problem with these conditions because the negotiated agreement does not provide for an arborist.

Mayor Van Dusen stated he would like to approve the request without conditions. Councilor Warr and Councilor Mellin agreed with eliminating the conditions.

Councilor Herzig noted that an arborist does not necessarily have to perform the work, but must inspect and certify that the work was done properly. He confirmed that Ms. Yowell planned to have the work inspected by an arborist and agreed to remove the conditions.

City Council Action: Motion made by Councilor Mellin, seconded by Councilor Herzig to approve the request from Melissa Yowell of 690 17th Street to Top/Trim Trees on City Property, without the recommended Staff conditions. Motion carried unanimously. Ayes: Councilors Herzig, Warr, Mellin and Mayor Van Dusen; Nays: None.

Mayor Van Dusen asked why the diameter of the trees was important. City Manager Benoit stated that large mature trees can sometimes affect a person's opinion. This would not affect Staff's recommendations.

Ms. Yowell stated her lot is 5,500 square feet. She does not know who owns the lot below hers. Mayor Van Dusen stated this does not affect City Council's decision.

Item 6(j): Public Hearing to Exempt Contract from Competitive Solicitation Requirements for Astoria Library Renovation, Resolution Adopting Findings, and Award Contract for Project Consultant (Library/Community Development)

The Astoria City Council Goals for Fiscal Year 2012-2013 included a goal, which states: Develop plans, budget requirements and a projected schedule for renovation of the Astoria Library. Furthermore, at the May 6, 2013 City Council meeting, the Council adopted their goals for 2013-2014, which included a goal to "Continue with Development of Plans for Renovation of the Astoria Library". Over the past few months, the Library Board and staff have been taking steps to move forward with the renovation process.

At the March and April 2013 Library Board meetings, the Board discussed next steps in the renovation process. A key next step recommended by the Board is to secure the services of a library planner / futurist to assist in development of a building program for a potential remodel. The library planner / futurist would be able to provide information on where libraries are headed in the future. Furthermore, they would engage the public to understand the needs and desires of the community. Ultimately, a building program would be developed which would include details as to what would occur in the library and the specifications pertaining to adjacencies and spatial requirements for all that will be in the library.

Ruth Metz, MLS of Ruth Metz Associates (RMA) is a seasoned library practitioner and former administrator for libraries in Michigan, Colorado, California and Oregon, including Multnomah County Library. She has been a full time consultant for eight years, specializing in strategic planning, organizational development, and leadership development. The Astoria Library has worked with Ruth Metz for approximately 12 years. She has served as a consultant to the City under a grant federal project to explore creation of a two county library system. In addition, Ruth assisted the City as consultant to Library ROCC, Rural Outreach to Clatsop County youth, and with the University of Oregon programming class students.

Staff believes it to be in the best interest of the City to exempt this contract from the standard competitive bid process and directly appoint RMA. Such an exemption requires a public hearing be held and findings supporting this special solicitation method be adopted. It is recommended that Council conduct a public hearing and consider adopting findings that would authorize the direct appointment, and approve a contract with Ruth Metz Associates to provide library renovation planning services in the amount of \$52,000.

City Manager Benoit stated that the resolution was inadvertently omitted from the agenda packet and so copies have been placed at the dais.

Library Director Tucker introduced Library Board Chairman David Oser. Mayor Van Dusen stated he just appointed a new Library Board Member whom he has not yet met. Illiana was highly recommended by Councilor LaMear. Director Tucker stated Illiana has attended her first Library Board meeting.

Mayor Van Dusen opened the public hearing at 8:50 p.m. and called for public testimony regarding the exemption of a contract from the competitive solicitation process. Hearing none, Mayor Van Dusen closed the public hearing at 8:51 p.m.

David Oser, 254 W. Irving, Astoria, Library Board Chairman, assured City Council that the Library Board is wholeheartedly and unanimously in favor of this resolution. The library has worked with Ruth Metz on various projects over many years. She is very familiar with the Astoria Library and libraries in general, specifically within the State of Oregon. The library is particularly happy with some of the work she will be doing to help the library find funding sources for the renovations. The Library Board expects to lead fundraising efforts to supplement City funds already budgeted to the library. Ms. Metz will provide the Library Board with a blueprint and guide on whom to approach.

Mayor Van Dusen thanked Chairman Oser for volunteering his time to serve on the Library Board. This is an exciting time to be on the Library Board. Chairman Oser added the Library Board is excited.

Mayor Van Dusen stated he wished Councilor LaMear was present. She strongly supports this request. Councilor Mellin added that she has met Ms. Metz during library tours and believes she is the right person for this job.

City Council Action: Motion made by Councilor Mellin, seconded by Councilor Warr to adopt the findings that would authorize the direct appointment, and approve a contract with Ruth Metz Associates to provide library renovation planning services in the amount of \$52,000. Motion carried unanimously. Ayes: Councilors Herzig, Warr, Mellin and Mayor Van Dusen. Nays: None.

NEW BUSINESS & MISCELLANEOUS, PUBLIC COMMENTS:

Shawn Fitzpatrick, 1044 Grand Avenue, Astoria, stated that Astoria has an issue with homelessness, graffiti and vandalism in the city-owned parking lot, the area under the sidewalks between 12th and 13th Streets on Exchange, and the old hospice building. He and the business owner next to the old hospice building have called police several times to report homeless people sleeping under the sidewalks. On Saturday, June 1, 2013, Mr. Fitzpatrick had to chase off a few young men who insisted they had a right to be on his property, working their way under the sidewalks on city-owned property. He would like to work with the City to find a solution to end the graffiti and remove the homeless from the area.

City Manager Benoit stated that chain-linked fencing has been used in other areas and the City can work with Mr. Fitzpatrick. Mr. Fitzpatrick suggested placing boulders in the area. The chain-linked fence attached to his building in four different areas is being torn apart by people. Boulders would make the area less attractive and uncomfortable for sleeping.

Don Webb, 3555 Harrison, Astoria, stated he has not heard about fire department coverage [during bridge construction] on Irving. It is a large area and fire trucks will have to drive up 35th and backtrack. He did not believe the City had enough personnel to keep two fire trucks in the area should a fire occur. He asked if this had been discussed with the Fire Department.

City Manager Benoit stated that public safety has been a key element of the process from the beginning. Deputy Fire Chief Gascoigne said that the Fire Department has not discussed this specific issue. The bridge has been rated several times as inadequate for the Fire Department's heaviest apparatus, so this has been discussed in the past. The new bridge will allow Fire Department equipment to drive over the bridge. Currently, the Fire Department must carefully determine their route to a fire in that area. It is not an ideal situation. Construction in the downtown area is also requiring the department to carefully calculate their routes. He is confident that Staff will make the best decisions. In the event of a larger fire that would require mutual aids from outside the city, the Fire Department will communicate to them which route to take.

Mayor Van Dusen introduced Deputy Fire Chief Gascoigne. Fire Chief Gascoigne replied he has officially served as Deputy Chief for two or three days. He has worked for the Fire Department for 25½ years. Prior to that, he worked as a lifeguard at Tapiola.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 8:00 p.m.

ATTEST:

APPROVED:

Finance Director

City Manager



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

June 7, 2013

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  PAUL BENOIT, CITY MANAGER

SUBJECT: ABC TRANSCRIPTION SERVICES, INC., CONTRACT RENEWAL

DISCUSSION/ANALYSIS

The City of Astoria has contracted with ABC Transcription Services, Inc., (ABC) since April 2010 for the transcription of meeting minutes for the City Council, Planning Commission, Historic Landmarks Commission, Design Review Committee and Library Board. The current contract will expire on June 30, 2013. ABC is agreeable to continuing the contract through the next fiscal year with no increase in fees.

A total of \$16,000 is allocated as part of the FY 2013-2014 budget for these services, although it is anticipated that total cost for services will not exceed \$12,000. ABC has been both responsive and timely.

RECOMMENDATION

It is recommended that Council approve a Contract for Professional Services with ABC Transcription Services, Inc., for the period July 1, 2013 to June 30, 2014.

<p style="text-align: center;">CITY OF ASTORIA CONTRACT FOR PROFESSIONAL SERVICES</p>

This Contract, made and entered into this _____ day of _____, 2013, by and between the City of Astoria, a municipal corporation of the State of Oregon, hereinafter called "CITY", and ABC Transcription Services, Inc., hereinafter called "CONTRACTOR", duly authorized to perform such services in Oregon.

W I T N E S S E T H

WHEREAS, the CITY requires services which CONTRACTOR is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, CONTRACTOR is able and prepared to provide such services as CITY does hereinafter require, under those terms and conditions set forth; now, therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. CONTRACTOR SERVICES

- A. CONTRACTOR shall perform transcription services for the City of Astoria as provided in the attached Exhibit A from July 1, 2013 to June 30, 2014.
- B. Contractor's services are defined solely by this Contract and not by any other contract or agreement that may be associated with this project.
- C. CONTRACTOR'S services shall be performed as expeditiously as is consistent with professional skill and the orderly progress of work.

2. COMPENSATION

- A. CITY agrees to pay CONTRACTOR in accordance with the schedule attached as Exhibit A for performance of those services provided herein;
- B. CONTRACTOR will submit invoices for payment as follows: City Council and Library Board to attention of Julie Lampi jlampi@astoria.or.us; and all others to attention of Sherri Williams swilliams@astoria.or.us, or 1095 Duane Street, Astoria OR 97103.
- C. CITY certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract.

3. CONTRACTOR IDENTIFICATION

CONTRACTOR shall furnish to the CITY the CONTRACTOR'S employer identification number, as designated by the Internal Revenue Service, or CONTRACTOR'S Social Security Number, as CITY deems applicable.

4. CITY'S REPRESENTATIVE

For purposes hereof, the CITY'S authorized representative will be Julie Lampi, Executive Secretary to the City Manager, City of Astoria, 1095 Duane Street, Astoria, Oregon, 97103, (503) 325-5824, jlampi@astoria.or.us.

5. CONTRACTOR'S REPRESENTATIVE

For purposes hereof, the CONTRACTOR'S authorized representative will be Paula Pinyerd, President, ABC Transcription Services, Inc., 42340 NW Depot Street, Banks, Oregon 97106, (503) 310-3482, abc4transcription@yahoo.com.

6. CITY'S OBLIGATIONS

In order to facilitate the work of the CONTRACTOR as above outlined, the CITY shall furnish to the CONTRACTOR access to all relevant audio, exhibits, reports and site information which is in the City's possession concerning the project.

7. CONTRACTOR IS INDEPENDENT CONTRACTOR

- A. CONTRACTOR shall be an independent CONTRACTOR for all purposes and shall be entitled to no compensation other than the compensation provided for under Section 2 of this Contract.
- B. CONTRACTOR acknowledges that for all purposes related to this Contract, CONTRACTOR is and shall be deemed to be an independent contractor and not an employee of the City, shall not be entitled to benefits of any kind to which an employee of the City is entitled and shall be solely responsible for all payments and taxes required by law; and furthermore in the event that CONTRACTOR is found by a court of law or an administrative agency to be an employee of the City for any purpose, City shall be entitled to offset compensation due, or, to demand repayment of any amounts paid to CONTRACTOR under the terms of the Contract, to the full extent of any benefits or other remuneration CONTRACTOR receives (from City or third party) as result of said finding and to the full extent of any payments that City is required to make (to CONTRACTOR or a third party) as a result of said finding.
- C. The undersigned CONTRACTOR hereby represents that no employee of the City of Astoria, or any partnership or corporation in which a City of Astoria employee has an interest, has or will receive any remuneration of any description from the CONTRACTOR, either directly or indirectly, in connection with the letting or performance of this Contract, except as specifically declared in writing.

8. CANCELLATION FOR CAUSE

CITY may cancel all or any part of this Contract if CONTRACTOR breaches any of the terms herein or in the event of any of the following: Insolvency of CONTRACTOR; voluntary or involuntary petition in bankruptcy by or against CONTRACTOR; appointment of a receiver or trustee for CONTRACTOR, or any assignment for benefit of creditors of CONTRACTOR. Damages for breach shall be those allowed by Oregon law, reasonable and necessary attorney's fees, and other costs of litigation at trial and upon

appeal. CONTRACTOR may likewise cancel all or any part of this contract if CITY breaches any of the terms herein and be therefore entitled to equivalent damages as expressed above for CITY.

9. EARLY TERMINATION

A. This Contract may be terminated without cause by mutual written consent of the parties. In addition, the parties may agree to terminate the contract:

- 1) If work under the Contract is suspended by an order of a public agency for any reason considered to be in the public interest other than by a labor dispute or by reason of any third party judicial proceeding relating to the work other than a suit or action filed in regard to a labor dispute; or
- 2) If the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the Contract.

B. Payment of CONTRACTOR shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by CONTRACTOR against CITY under this contract.

C. Termination under any provision of this paragraph shall not affect any right, obligation, or liability of CONTRACTOR or CITY which accrued prior to such termination.

D. If work is suspended under circumstances described in 9(1) but the contract is not terminated, the Contractor is entitled to a reasonable extension of time to complete the contract.

10. ACCESS TO RECORDS

CITY shall have access to such books, documents, papers and records of contract as are directly pertinent to this contract for the purposes of making audit, examination, excerpts and transcripts.

11. FORCE MAJEURE

Neither CITY nor CONTRACTOR shall be considered in default because of any delays in completion of responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the party so disenabled provided the party so disenabled shall within ten (10) days from the beginning such delay notify the other party in writing of the causes of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation.

12. NONWAIVER

The failure of the CITY to insist upon or enforce strict performance by CONTRACTOR of any of the terms of this Contract or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.

13. ATTORNEY'S FEES

In the event suit or action is instituted to enforce any of the terms of this contract, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorney's fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.

14. APPLICABLE LAW

The law of the State of Oregon shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it.

15. CONFLICT BETWEEN TERMS

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the proposal of the CONTRACTOR, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

16. INDEMNIFICATION

With regard to Comprehensive General Liability, CONTRACTOR agrees to indemnify and hold harmless the City of Astoria, its Officers, and Employees against and from any and all loss, claims, actions, suits, reasonable defense costs, attorney fees and expenses for or on account of injury, bodily or otherwise to, or death of persons, damage to or destruction of property belonging to city, consultant, or others resulting from or arising out of CONTRACTOR negligent acts, errors or omissions in services pursuant to this Agreement. This agreement to indemnify applies whether such claims are meritorious or not; provided, however, that if any such liability, settlements, loss, defense costs or expenses result from the concurrent negligence of CONTRACTOR and The City of Astoria this indemnification and agreement to assume defense costs applies only to the extent of the negligence or alleged negligence of the CONTRACTOR.

With regard to Professional Liability, CONTRACTOR agrees to indemnify and hold harmless the City of Astoria, its Officers and Employees from any and all liability, settlements, loss, reasonable defense costs, attorney fees and expenses arising out of CONTRACTOR'S negligent acts, errors or omissions in service provided pursuant to this Agreement; provided, however, that if any such liability, settlements, loss, defense costs or expenses result from the concurrent negligence of CONTRACTOR and the Client, this indemnification and agreement to assume defense costs applies only to the extent of negligence of CONTRACTOR.

With respect to Commercial Liability and Professional Liability, CONTRACTOR reserves the right to approve the choice of counsel.

17. INSURANCE

Prior to starting work hereunder, CONTRACTOR, at CONTRACTOR'S cost, shall secure and continue to carry during the term of this contract, with an insurance company acceptable to CITY, the following insurance:

- A. Professional Liability Insurance. The CONTRACTOR shall have in force a policy of Professional Liability Insurance in an amount not less than \$1,000,000. The CONTRACTOR shall keep such policy in force and current during the term of this contract.
- B. Comprehensive General Liability Insurance. CONTRACTOR shall obtain and maintain comprehensive general liability insurance, including auto, against any and all claims for damages to persons or property which may arise out of his operations under this agreement. Insurance shall name the CITY as additional insured. Coverage shall include CONTRACTOR, sub-consultants, and anyone directly or indirectly employed by either. The comprehensive general liability shall be combined single limit for broad form liability property damage and bodily injury, of at least \$1,000,000.00 and shall increase such limits to the limits of Oregon Tort Claims Act if Act's limits are increased. Such insurance shall not be canceled or its limits of liability reduced without thirty (30) days prior notice to City. A copy of an insurance certificate in a form satisfactory to City certifying the issuance of such insurance shall be furnished to City.

18. WORKMEN'S COMPENSATION

The Contractor, its subcontractors, if any, and all employers working under this Agreement are either subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers, or are employers that are exempt under ORS 656.126.

19. LABORERS AND MATERIALMEN, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND, LIENS AND WITHHOLDING TAXES

Contractor shall make payment promptly, as due, to all persons supplying contractor labor or material for the prosecution of the work provided for this contract.

Contractor shall pay all contributions or amounts due the Industrial Accident Fund from contractor or any subcontractor incurred in the performance of the contract.

Contractor shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

20. PAYMENT OF CLAIMS BY PUBLIC OFFICERS

If the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the proper officer or officers representing the municipality may pay such claim to the person furnishing the

labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of such contract.

The payment of a claim in the manner here authorized shall not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims.

21. PAYMENT OF MEDICAL CARE

Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury to the employees of such contractor, of all sums which the contractor agrees to pay for such services and all moneys and sums which the contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

22. OVERTIME

Consultant's employees shall be paid for overtime work performed under this contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. sections 201 to 209).

23. STANDARD OF CARE

The standard of care applicable to CONTRACTOR'S services will be the degree of skill and diligence normally employed by a professional performing the same or similar services at the time CONTRACTOR'S services are performed. CONTRACTOR will re-perform any services not meeting this standard without additional compensation.

24. OCCUPATIONAL TAX

CONTRACTOR shall pay the City of Astoria Occupational Tax as provided in Astoria Code Sections 8.000 to 8.035.

25. NO THIRD PARTY BENEFICIARIES

This contract gives no rights or benefits to anyone other than the CITY and CONTRACTOR and has no third party beneficiaries.

26. SEVERABILITY AND SURVIVAL

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability shall survive termination of this Agreement for any cause.

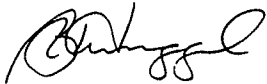
27. COMPLETE CONTRACT

This Contract and its referenced attachments constitute the complete contract between CITY and CONTRACTOR and supersedes all prior written or oral discussions or agreements. CONTRACTOR services are defined solely by this Contract and its

attachments and not by any other contract or agreement that may be associated with this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first written above.

APPROVED AS TO FORM



Digitally signed by Blair
Henningsgaard
DN: cn=Blair Henningsgaard, o,
ou, email=blair@astorialaw.net,
c=US
Date: 2013.06.05 10:26:10 -08'00'

City Attorney

CITY OF ASTORIA, a municipal
corporation of the State of Oregon

BY: _____
Mayor Date

BY: _____
City Manager Date

ABC TRANSCRIPTION SERVICES, INC.

BY: _____
Contractor Date



ABC Transcription Services, Inc.

2013-2014 Transcription Services Proposal

The following is ABC Transcription's 2013-14 bid proposal tailored to the transcription services requested by the City of Astoria.

Meeting Attendance: \$60.00 for the first hour, \$43/hour thereafter:

- \$60.00 minimum attendance fee for meetings lasting one (1) hour or less.
- Time billed includes the length of the meeting (from "call to order" to "adjournment") plus meeting set-up and clean-up time, (approximately 30 to 60 additional minutes).
- No charge for driving time or miles driven within the Portland Metro area.

Transcription Services:

Proposed base transcription rates given the noted business day turnaround times and a meeting to transcript preparation ratio of approximately five hours to one hour (5:1) of meeting time (see additional options below):

City Council: 6 business days \$38 per labor hour

Planning Commission/Library and other Boards: \$36 per labor hour
12+ business days

Engineering Precons/Preapplications (verbatim work): \$34 per labor hour
(4:1 ratio; deadline as determined by staff)

Major deviation from transcription ratios requires approval from City staff.

<u>Optional Services or Considerations:</u>	<u>In addition to base transcription rate:</u>
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Meetings longer than 3 hours:	\$2
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Poor Audio Quality	\$2
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Turnaround Time	
Less than 3 business days	\$4
3 to 6 business days	\$2

Specific Formatting (bullets, margins, etc.)	\$1
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Added rates for Technical Content and Editing/Rewriting only apply to that specific portion of the meeting.

Technical content:	\$2
Code rewrites, transportation, etc.	

Editing/Rewriting:	\$4
Identify/insert pronouns, reword for better flow, more concise content, polished grammatical structure, etc.	

Audio Services:

Converting analogue audio, and posting converted mp3 audio file onto ABC Transcription's secure FTP site within 24 hrs of meeting. The City will have its own password for private, secure access. Rates are as follows:

- \$10 per 60 MB Posting/uploading audio files to ABC FTP site by Staff or upon Staff's request.
*60 MB=approximately 1 audio hour on mp3 files and
20 minutes of audio on wave sound files*
- \$25/hour Conversion, splitting & saving of wave sound files to mp3 format

City Staff must download and save requested audio files from ABC's FTP folder within 3 days of audio being posted in their ABC FTP file folder.

ABC Transcription Services, Inc. Company Profile

Contact: Paula Pinyerd, President
Address: 42340 NW Depot St, Banks, OR 97106
Phone: 503-324-0198
Mobile: 503-310-3482
Email: abc4transcription@yahoo.com
EIN: #26-3741559

ESB Certification: #5336

Certificate of Insurance: Available upon request

Supplemental Information

- As an Oregon Certified Tier-1 Emerging Small Business (ESB), having ABC Transcription as your transcription service provider can help the City better meet possible quota requirements.
- Having served the City of Astoria for more than three years, ABC Transcription is well acquainted with City Staff and its Council and Commission members. ABC is also very familiar with the various upcoming projects in the City, including the library renovation and Garden of Surging Waves.

References and sample transcripts are available upon request.



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

June 7, 2013

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  PAUL BENOIT, CITY MANAGER

SUBJECT: SALARY RESOLUTION ESTABLISHING BASIC COMPENSATION PLAN
WAGE ADJUSTMENT FOR THE GENERAL/PARKS EMPLOYEES AND
PUBLIC WORKS

DISCUSSION/ANALYSIS

Staff positions and associated compensation are detailed in the "Resolution Establishing a Basic Compensation Plan for the Employees of the City of Astoria and Establishing Regulations for the Placement of Present Employees within the Wage and Salary Schedules Provided". Whenever there are changes in positions, whether a position is begin deleted, added or redefined; or whether a change in compensation is proposed; such changes are adopted by resolution.

This proposed resolution implements:

- A 2% wage adjustment for the Public Works bargaining unit as specified in their contract expiring June 30, 2014; and
- A 2% wage adjustment for the General/Parks bargaining unit as specified in their contract expiring June 30, 2014.
- An adjustment for the Public Works positions of Equipment Maintenance Supervisor (Range 30 to 32) and Assistant Superintendent (Range 32 to 34) to address compression issues between these Supervisors and the positions they supervise (net increase is 2%).

RECOMMENDATION

It is recommended that Council adopt the Resolution as presented.

By: 

Mark Carlson, CPA
Finance Director

RESOLUTION NO. 13-_____

A RESOLUTION ESTABLISHING A BASIC COMPENSATION PLAN FOR THE EMPLOYEES OF THE CITY OF ASTORIA AND ESTABLISHING REGULATIONS FOR THE PLACEMENT OF PRESENT EMPLOYEES WITHIN THE WAGE AND SALARY SCHEDULES PROVIDED.

WHEREAS, the establishment of the principles of equal pay for equal work and compensation incentives for continued improvement in service by City employees should result in more efficient and more economical municipal government; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASTORIA:

SECTION 1. ESTABLISHING PAY PLAN

That there is hereby established a basic compensation plan for employees of the City of Astoria who are now employed, or will in the future be employed, in any of the classifications of employment listed in Sections 4, 5, 6, and 7, which are arranged in collective bargaining units, and Sections 8 and 9, which include employees not in a bargaining unit.

SECTION 2. SALARY AND WAGE SCHEDULES

That the following salary and wage schedules shall constitute the basic compensation plan, consisting of a base or entry rate (A) and four merit steps in the corresponding range on the schedule. Stability Pay shall be part of the basic compensation plan. (See Section 3.12 of the Personnel Policies and Procedures).

SECTION 3. CLASSIFIED POSITION ALLOCATION

That the following is a computed salary schedule and position allocation. All increases above the base rate for each range are called merit steps. Step increases are merit increases and are not automatic but must be earned by the employee. (See Section 3.11 of the Personnel Policies and Procedures). Each range is identified by a number 1 through 40, except Schedule E which is numbered through range 58. Each step within the range is identified by a letter; A is the entry rate, with Steps B, C, D, and E. The following salary schedules are listed by employee groups:

SECTION 4. GENERAL/PARKS EMPLOYEES

The following positions and ranges comprise the General Employees Unit. See "Schedule A" for salaries.

<u>POSITION</u>	<u>RANGE</u>
LIBRARY ASSISTANT	12
ACCOUNTING SUPPORT CLERK	14
ACCOUNTING CLERK	18
ENGINEERING SECRETARY	18
PERMIT TECHNICIAN	18
SENIOR LIBRARY ASSISTANT	20
RECREATION COORDINATOR	23
COMPUTER ASSISTED DRAFTING (CAD) TECHNICIAN	26
ENGINEERING TECHNICIAN	26
FACILITY COORDINATOR	26
GROUNDS COORDINATOR	26
SENIOR ENGINEERING TECHNICIAN	30

SECTION 5. FIRE DEPARTMENT

The following Positions and Ranges comprise the Fire Department Unit. See "Schedule B" for salaries.

<u>POSITION</u>	<u>RANGE</u>
FIREFIGHTER*	22
DRIVER/ENGINEER*	24
FIRE LIEUTENANT*	28

*The salary shown for these positions is for a 56-hour duty week. The conditions set forth below shall be adhered to by the Fire Department personnel:

1. Employees on the off-duty shifts shall be available for emergency service.
2. A shift must be short more than one employee before a replacement is called in. Replacements called in to duty in such a case would receive time and one-half (1/2); every effort must be made by the department to keep overtime pay to a minimum.
3. The duty cycle of the department shall be determined by the Fire Chief with the approval of the City Manager.

SECTION 6. POLICE DEPARTMENT

The following Positions and Ranges comprise the Police Department Unit. See "Schedule C" for salaries.

<u>POSITION</u>	<u>RANGE</u>
RECORDS SPECIALIST	12
SENIOR RECORDS SPECIALIST	14
COMMUNICATIONS OPERATOR	22
POLICE OFFICER	29
COMMUNITY POLICING OFFICER (ROTATING)	33
DETECTIVE (ROTATING ASSIGNMENT)	33

SECTION 7. PUBLIC WORKS

The following positions and Ranges comprise the Public Works Unit. See "Schedule D" for salaries.

<u>POSITION</u>	<u>RANGE</u>
EQUIPMENT SERVICER	14
UTILITY WORKER	18
EQUIPMENT MECHANIC I	20
SWEEPER OPERATOR	20
UTILITY TECHNICIAN	20
UTILITY WORKER II	22
WASTEWATER TREATMENT PLANT OPERATOR	24
WATER QUALITY TECHNICIAN	24
EQUIPMENT MECHANIC II	26
SENIOR UTILITY TECHNICIAN	26
SENIOR UTILITY WORKER	26
STORES SUPERVISOR	26
WATER SOURCE OPERATOR	26
LEAD UTILITY WORKER	28
WASTEWATER TREATMENT PLANT SUPERVISOR	28
WATER QUALITY SUPERVISOR	28

SECTION 8. MANAGEMENT AND CONFIDENTIAL

The following Positions and Ranges comprise the Management and Confidential Unit.
See "Schedules E-1, E-2A and E-2B" for salaries.

<u>POSITION</u>	<u>RANGE</u>
ADMINISTRATIVE ASSISTANT	18
EXECUTIVE SECRETARY	20
ADMINISTRATIVE SERVICES MANAGER	28
FINANCE OPERATIONS SUPERVISOR	28
FINANCIAL ANALYST	28
HUMAN RESOURCES ADMINISTRATOR	28
PLANNER	28
EQUIPMENT MAINTENANCE SUPERVISOR	32
ASSISTANT PUBLIC WORKS SUPERINTENDENT	34
FINANCIAL REPORT MANAGER	34
AQUATIC PROGRAM MANAGER	35
PARKS MAINTENANCE SUPERVISOR	36
SERGEANT (E-2B)	36
BUILDING OFFICIAL/CODE ENFORCEMENT OFFICER	38
PUBLIC WORKS SUPERINTENDENT	38
EMERGENCY COMMUNICATIONS MANAGER	40
LIBRARY DIRECTOR	40
DEPUTY CHIEF OF POLICE (E-2A)	42
DEPUTY FIRE CHIEF/TRAINING OFFICER (E-2A)	42
ASSISTANT CITY ENGINEER	45
PARKS AND RECREATION DIRECTOR	45
CITY ENGINEER	47
FIRE CHIEF (E-2A)	48
POLICE CHIEF (E-2A)	48
FINANCE DIRECTOR	49
PUBLIC WORKS DIRECTOR	49
COMMUNITY DEVELOPMENT DIRECTOR/ASSISTANT CITY MANAGER	51

SECTION 9. TEMPORARY PERSONNEL

Police Reserve: \$10.88 (Range 14E) per training session, \$10.88 per hour assigned duty. Police Reserve rate of pay for dances, festivals, and similar duties shall be 1-1/2 times Range 29A.

All drills and training sessions must be officially approved.

CONTINGENT SEASONAL WORK

Following are positions for which temporary or seasonal employees may be hired. See "Schedule F-1" and "Schedule F-2" for salaries.

DEPARTMENT	JOB TITLES	F1 RANGE
Cemetery	Cemetery Laborer	18
Parks & Community Services	Lifeguard	14
	Guest Services Representative	14
	Swim Instructor	14
	Recreation Leader I	14
	Recreation Leader II	18
	Parks Laborer	18
	Recreation Program Manager	54
Police	Community Service Officer	31
Public Works	Public Works Laborer	18
	Weekend Water Operator	31

DEPARTMENT	JOB TITLES	F2 RANGE
All Departments	Clerical Aide	14
Finance	Accounting Support Clerk	19
	Parking Control Officer	24
Library	Library Page I	14
	Library Page II	16
	Library Assistant	19
	Senior Library Assistant	31
Parks & Community Services	Cashier	14
	Head Cashier	16

SECTION 10. ADVANCEMENT WITHIN RANGE

As authorized in the City of Astoria's Personnel Policies and Procedures, Compensation Plan, Section 3.

SECTION 11. EXCEPTIONAL AND ADDITIONAL INCREASES

As authorized in the City of Astoria's Personnel Policies and Procedures, Compensation Plan, Section 3.

SECTION 12. STABILITY PAY

As authorized in the City of Astoria's Personnel Policies and Procedures, Compensation Plan, Section 3.12. Range 29A is the highest range upon which Stability Pay can be based for any position.

SECTION 13. RESPONSIBILITY PAY

As authorized in the City of Astoria's Personnel Policies and Procedures, Compensation Plan, Sections 3.13.

SECTION 14. REPEAL OF RESOLUTIONS

Resolution No. 13-10 adopted by the City Council on May 20, 2013, is hereby repealed and superseded by this resolution.

SECTION 15. EFFECTIVE DATE

The provisions of this resolution shall become effective July 1, 2013, for all regular employees currently registered on the City of Astoria payroll.

ADOPTED BY THE CITY COUNCIL THIS 17TH DAY OF JUNE, 2013.

APPROVED BY THE MAYOR THIS 17TH DAY OF JUNE, 2013

Mayor

ATTEST:

City Manager

ROLL CALL ON ADOPTION: YEA NAY ABSENT

Councilor LaMear
 Herzig
 Mellin
 Warr
Mayor Van Dusen

SALARY SCHEDULES

SCHEDULE A – GENERAL EMPLOYEES/PARKS

SCHEDULE B – FIRE DEPARTMENT

SCHEDULE C – POLICE DEPARTMENT

SCHEDULE D – PUBLIC WORKS

SCHEDULE E – MANAGEMENT AND CONFIDENTIAL

E-1 – (NONSWORN)

E-2A – (SWORN)

E-2B – (SERGEANTS)

SCHEDULE F-1 – TEMPORARY EMPLOYEES

SCHEDULE F-2 – GENERAL TEMPORARY EMPLOYEES

**GENERAL/PARKS EMPLOYEES
SCHEDULE A
EFFECTIVE JULY 1, 2013**

RANGE	STEP	MONTHLY	YEARLY	HOURLY
12	A	2,392.62	28,711	13.80
	B	2,512.26	30,147	14.49
	C	2,637.87	31,654	15.22
	D	2,769.76	33,237	15.98
	E	2,908.25	34,899	16.78
14	A	2,502.73	30,033	14.44
	B	2,627.86	31,534	15.16
	C	2,759.26	33,111	15.92
	D	2,897.22	34,767	16.71
	E	3,042.08	36,505	17.55
16	A	2,632.60	31,591	15.19
	B	2,764.23	33,171	15.95
	C	2,902.44	34,829	16.74
	D	3,047.57	36,571	17.58
	E	3,199.94	38,399	18.46
17	A	2,693.13	32,318	15.54
	B	2,827.79	33,933	16.31
	C	2,969.18	35,630	17.13
	D	3,117.63	37,412	17.99
	E	3,273.52	39,282	18.89
18	A	2,763.59	33,163	15.94
	B	2,901.77	34,821	16.74
	C	3,046.86	36,562	17.58
	D	3,199.20	38,390	18.46
	E	3,359.16	40,310	19.38
20	A	2,907.02	34,884	16.77
	B	3,052.37	36,628	17.61
	C	3,204.99	38,460	18.49
	D	3,365.24	40,383	19.41
	E	3,533.50	42,402	20.39
23	A	3,132.27	37,587	18.07
	B	3,288.88	39,467	18.97
	C	3,453.32	41,440	19.92
	D	3,625.99	43,512	20.92
	E	3,807.29	45,687	21.97
24	A	3,209.94	38,519	18.52
	B	3,370.44	40,445	19.44
	C	3,538.96	42,468	20.42
	D	3,715.91	44,591	21.44
	E	3,901.70	46,820	22.51
26	A	3,371.94	40,463	19.45
	B	3,540.53	42,486	20.43
	C	3,717.56	44,611	21.45
	D	3,903.44	46,841	22.52
	E	4,098.61	49,183	23.65
30	A	3,716.91	44,603	21.44
	B	3,902.75	46,833	22.52
	C	4,097.89	49,175	23.64
	D	4,302.79	51,633	24.82
	E	4,517.93	54,215	26.06

FIRE EMPLOYEES SCHEDULE B EFFECTIVE JULY 1, 2012					
RANGE	STEP	MONTHLY	YEARLY	HOURLY	OVERTIME
22	A	4,045.15	48,542	16.6239	24.9358
	B	4,247.40	50,969	17.4551	26.1826
	C	4,459.73	53,517	18.3276	27.4915
	D	4,682.76	56,193	19.2442	28.8663
	E	4,916.84	59,002	20.2062	30.3093
Includes 2.0% Stability					
	C	4,540.64	54,488	18.6602	27.9903
	D	4,763.67	57,164	19.5767	29.3651
	E	4,997.76	59,973	20.5387	30.8081
Includes 3.5% Stability					
	C	4,601.31	55,216	18.9095	28.3642
	D	4,824.25	57,891	19.8257	29.7385
	E	5,058.34	60,700	20.7877	31.1815
Includes 4.5% Stability					
	C	4,641.81	55,702	19.0759	28.6139
	D	4,864.75	58,377	19.9921	29.9882
	E	5,098.93	61,187	20.9545	31.4317
Includes 6.0% Stability					
	C	4,702.48	56,430	19.3253	28.9879
	D	4,925.42	59,105	20.2415	30.3622
	E	5,159.59	61,915	21.2038	31.8057
24	A	4,252.26	51,027	17.4750	26.2126
	B	4,464.86	53,578	18.3487	27.5231
	C	4,688.15	56,258	19.2664	28.8996
	D	4,922.50	59,070	20.2295	30.3442
	E	5,168.61	62,023	21.2409	31.8613
Includes 2.0% Stability					
	C	4,773.14	57,278	19.6156	29.4234
	D	5,007.58	60,091	20.5791	30.8686
	E	5,253.69	63,044	21.5905	32.3857
Includes 3.5% Stability					
	C	4,836.90	58,043	19.8777	29.8165
	D	5,071.34	60,856	20.8411	31.2617
	E	5,317.45	63,809	21.8525	32.7788
Includes 4.5% Stability					
	C	4,879.43	58,553	20.0525	30.0787
	D	5,113.87	61,366	21.0159	31.5239
	E	5,359.98	64,320	22.0273	33.0410
Includes 6.0% Stability					
	C	4,943.28	59,319	20.3149	30.4723
	D	5,177.63	62,132	21.2779	31.9169
	E	5,423.75	65,085	22.2894	33.4340

**FIRE EMPLOYEES
SCHEDULE B
EFFECTIVE JULY 1, 2012**

RANGE	STEP	MONTHLY	YEARLY	HOURLY	OVERTIME
28	A	4,685.41	56,225	19.2551	28.8827
	B	4,919.67	59,036	20.2178	30.3267
	C	5,165.70	61,988	21.2289	31.8433
	D	5,424.01	65,088	22.2905	33.4357
	E	5,695.15	68,342	23.4047	35.1071
Includes 2.0% Stability					
	C	5,259.26	63,111	21.6134	32.4201
	D	5,517.57	66,211	22.6750	34.0124
	E	5,788.80	69,466	23.7896	35.6844
Includes 3.5% Stability					
	C	5,329.48	63,954	21.9020	32.8529
	D	5,587.88	67,055	22.9639	34.4458
	E	5,859.19	70,310	24.0789	36.1183
Includes 4.5% Stability					
	C	5,376.35	64,516	22.0946	33.1419
	D	5,634.75	67,617	23.1565	34.7348
	E	5,906.06	70,873	24.2715	36.4072
Includes 6.0% Stability					
	C	5,446.65	65,360	22.3835	33.5752
	D	5,705.05	68,461	23.4454	35.1681
	E	5,976.28	71,715	24.5601	36.8401

**POLICE EMPLOYEES
(SWORN & NONSWORN)
SCHEDULE C
EFFECTIVE JULY 1, 2012**

RANGE	STEP	MONTHLY	YEARLY	HOURLY
12	A	2,571.35	30,856	14.83
	B	2,699.92	32,399	15.58
	C	2,834.91	34,019	16.36
	D	2,976.66	35,720	17.17
	E	3,125.49	37,506	18.03
14	A	2,700.09	32,401	15.58
	B	2,835.09	34,021	16.36
	C	2,976.85	35,722	17.17
	D	3,125.69	37,508	18.03
	E	3,281.97	39,384	18.93
22	A	3,297.51	39,570	19.02
	B	3,462.38	41,549	19.98
	C	3,635.50	43,626	20.97
	D	3,817.28	45,807	22.02
	E	4,008.14	48,098	23.12
29	A	3,918.20	47,018	22.61
	B	4,114.11	49,369	23.74
	C	4,319.82	51,838	24.92
	D	4,535.81	54,430	26.17
	E	4,762.60	57,151	27.48
30	A	4,010.90	48,131	23.14
	B	4,211.45	50,537	24.30
	C	4,422.02	53,064	25.51
	D	4,643.12	55,717	26.79
	E	4,875.27	58,503	28.13
33	A	4,318.69	51,824	24.92
	B	4,534.62	54,415	26.16
	C	4,761.35	57,136	27.47
	D	4,999.42	59,993	28.84
	E	5,249.39	62,993	30.28

**PUBLIC WORKS EMPLOYEES
SCHEDULE D
EFFECTIVE JULY 1, 2013**

RANGE	STEP	MONTHLY	YEARLY	HOURLY
14	A	2,692.15	32,306	15.53
	B	2,826.75	33,921	16.31
	C	2,968.09	35,617	17.12
	D	3,116.50	37,398	17.98
	E	3,272.32	39,268	18.88
16	A	2,824.79	33,897	16.30
	B	2,966.02	35,592	17.11
	C	3,114.33	37,372	17.97
	D	3,270.04	39,241	18.87
	E	3,433.54	41,203	19.81
18	A	2,967.87	35,614	17.12
	B	3,116.26	37,395	17.98
	C	3,272.08	39,265	18.88
	D	3,435.68	41,228	19.82
	E	3,607.46	43,290	20.81
20	A	3,121.11	37,453	18.01
	B	3,277.17	39,326	18.91
	C	3,441.03	41,292	19.85
	D	3,613.08	43,357	20.84
	E	3,793.73	45,525	21.89
22	A	3,288.25	39,459	18.97
	B	3,452.66	41,432	19.92
	C	3,625.30	43,504	20.92
	D	3,806.56	45,679	21.96
	E	3,996.89	47,963	23.06
24	A	3,448.97	41,388	19.90
	B	3,621.42	43,457	20.89
	C	3,802.49	45,630	21.94
	D	3,992.61	47,911	23.03
	E	4,192.24	50,307	24.19
25	A	3,537.23	42,447	20.41
	B	3,714.10	44,569	21.43
	C	3,899.80	46,798	22.50
	D	4,094.79	49,137	23.62
	E	4,299.53	51,594	24.80
26	A	3,625.31	43,504	20.92
	B	3,806.57	45,679	21.96
	C	3,996.90	47,963	23.06
	D	4,196.75	50,361	24.21
	E	4,406.59	52,879	25.42
28	A	3,798.77	45,585	21.92
	B	3,988.71	47,865	23.01
	C	4,188.15	50,258	24.16
	D	4,397.55	52,771	25.37
	E	4,617.43	55,409	26.64

**NONUNION EMPLOYEES (NONSWORN)
SCHEDULE E-1
EFFECTIVE JULY 1, 2012**

RANGE	STEP	MONTHLY	YEARLY	HOURLY
18	A	2,791.28	33,495	16.10
	B	2,930.85	35,170	16.91
	C	3,077.39	36,929	17.75
	D	3,231.26	38,775	18.64
	E	3,392.82	40,714	19.57
20	A	2,928.76	35,145	16.90
	B	3,075.19	36,902	17.74
	C	3,228.95	38,747	18.63
	D	3,390.40	40,685	19.56
	E	3,559.92	42,719	20.54
28	A	3,569.21	42,830	20.59
	B	3,747.67	44,972	21.62
	C	3,935.05	47,221	22.70
	D	4,131.80	49,582	23.84
	E	4,338.39	52,061	25.03
29	A	3,661.95	43,943	21.13
	B	3,845.05	46,141	22.18
	C	4,037.30	48,448	23.29
	D	4,239.16	50,870	24.46
	E	4,451.12	53,413	25.68
30	A	3,747.79	44,974	21.62
	B	3,935.18	47,222	22.70
	C	4,131.94	49,583	23.84
	D	4,338.54	52,062	25.03
	E	4,555.47	54,666	26.28
32	A	3,939.60	47,275	22.73
	B	4,136.58	49,639	23.86
	C	4,343.41	52,121	25.06
	D	4,560.58	54,727	26.31
	E	4,788.61	57,463	27.63
34	A	4,137.39	49,649	23.87
	B	4,344.26	52,131	25.06
	C	4,561.47	54,738	26.32
	D	4,789.55	57,475	27.63
	E	5,029.02	60,348	29.01
35	A	4,244.75	50,937	24.49
	B	4,456.98	53,484	25.71
	C	4,679.83	56,158	27.00
	D	4,913.82	58,966	28.35
	E	5,159.51	61,914	29.77
36	A	4,346.04	52,153	25.07
	B	4,563.35	54,760	26.33
	C	4,791.51	57,498	27.64
	D	5,031.09	60,373	29.03
	E	5,282.64	63,392	30.48

**NONUNION EMPLOYEES (NONSWORN)
SCHEDULE E-1
EFFECTIVE JULY 1, 2012**

RANGE	STEP	MONTHLY	YEARLY	HOURLY
38	A	4,575.16	54,902	26.40
	B	4,803.92	57,647	27.71
	C	5,044.12	60,529	29.10
	D	5,296.32	63,556	30.56
	E	5,561.14	66,734	32.08
40	A	4,811.71	57,741	27.76
	B	5,052.30	60,628	29.15
	C	5,304.91	63,659	30.61
	D	5,570.16	66,842	32.14
	E	5,848.66	70,184	33.74
42	A	5,056.59	60,679	29.17
	B	5,309.42	63,713	30.63
	C	5,574.89	66,899	32.16
	D	5,853.63	70,244	33.77
	E	6,146.32	73,756	35.46
45	A	5,441.29	65,296	31.39
	B	5,713.36	68,560	32.96
	C	5,999.03	71,988	34.61
	D	6,298.98	75,588	36.34
	E	6,613.93	79,367	38.16
47	A	5,715.18	68,582	32.97
	B	6,000.94	72,011	34.62
	C	6,300.98	75,612	36.35
	D	6,616.03	79,392	38.17
	E	6,946.83	83,362	40.08
48	A	5,857.42	70,289	33.79
	B	6,150.29	73,804	35.48
	C	6,457.81	77,494	37.26
	D	6,780.70	81,368	39.12
	E	7,119.74	85,437	41.08
49	A	6,004.59	72,055	34.64
	B	6,304.82	75,658	36.37
	C	6,620.06	79,441	38.19
	D	6,951.06	83,413	40.10
	E	7,298.61	87,583	42.11
51	A	6,305.00	75,660	36.37
	B	6,620.25	79,443	38.19
	C	6,951.26	83,415	40.10
	D	7,298.82	87,586	42.11
	E	7,663.76	91,965	44.21

NONUNION EMPLOYEES (SWORN) SCHEDULE E-2A EFFECTIVE JULY 1, 2012				
RANGE	STEP	MONTHLY	YEARLY	HOURLY
29	A	3,681.02	44,172	21.24
	B	3,865.07	46,381	22.30
	C	4,058.33	48,700	23.41
	D	4,261.24	51,135	24.58
	E	4,474.31	53,692	25.81
39	A	4,713.90	56,567	27.20
	B	4,949.60	59,395	28.56
	C	5,197.08	62,365	29.98
	D	5,456.93	65,483	31.48
	E	5,729.78	68,757	33.06
40	A	4,834.53	58,014	27.89
	B	5,076.26	60,915	29.29
	C	5,330.07	63,961	30.75
	D	5,596.58	67,159	32.29
	E	5,876.40	70,517	33.90
42	A	5,081.86	60,982	29.32
	B	5,335.95	64,031	30.78
	C	5,602.75	67,233	32.32
	D	5,882.88	70,595	33.94
	E	6,177.03	74,124	35.64
48	A	5,885.23	70,623	33.95
	B	6,179.49	74,154	35.65
	C	6,488.46	77,862	37.43
	D	6,812.88	81,755	39.31
	E	7,153.53	85,842	41.27

NONUNION EMPLOYEES (SERGEANTS) SCHEDULE E-2B EFFECTIVE JULY 1, 2012				
RANGE	STEP	MONTHLY	YEARLY	HOURLY
29	A	3,698.45	44,381	21.34
	B	3,883.37	46,600	22.40
	C	4,077.54	48,930	23.52
	D	4,281.42	51,377	24.70
	E	4,495.49	53,946	25.94
36	A	4,388.34	56,660	25.32
	B	4,607.75	55,293	26.58
	C	4,838.14	58,058	27.91
	D	5,080.05	60,961	29.31
	E	5,334.05	64,009	30.77

**TEMPORARY EMPLOYEES
SCHEDULE F-1
EFFECTIVE JANUARY 1, 2012**

RANGE	STEP	MONTHLY	YEARLY	HOURLY
14	A	1,551.41	18,617	8.95
	B	1,628.98	19,548	9.40
	C	1,710.43	20,525	9.87
	D	1,795.95	21,551	10.36
	E	1,885.75	22,629	10.88
16	A	1,628.98	19,548	9.40
	B	1,710.43	20,525	9.87
	C	1,795.95	21,551	10.36
	D	1,885.75	22,629	10.88
	E	1,980.04	23,760	11.42
18	A	1,710.43	20,525	9.87
	B	1,795.95	21,551	10.36
	C	1,885.75	22,629	10.88
	D	1,980.04	23,760	11.42
	E	2,079.04	24,949	11.99
24	A	1,967.00	23,604	11.35
	B	2,065.35	24,784	11.92
	C	2,168.62	26,023	12.51
	D	2,277.05	27,325	13.14
	E	2,390.90	28,691	13.79
26	A	2,065.35	24,784	11.92
	B	2,168.62	26,023	12.51
	C	2,277.05	27,325	13.14
	D	2,390.90	28,691	13.79
	E	2,510.44	30,125	14.48
28	A	2,168.62	26,023	12.51
	B	2,277.05	27,325	13.14
	C	2,390.90	28,691	13.79
	D	2,510.44	30,125	14.48
	E	2,635.97	31,632	15.21
29	A	2,222.83	26,674	12.82
	B	2,333.97	28,008	13.47
	C	2,450.67	29,408	14.14
	D	2,573.20	30,878	14.85
	E	2,701.86	32,422	15.59
31	A	2,222.83	26,674	12.82
	B	2,333.97	28,008	13.47
	C	2,450.67	29,408	14.14
	D	2,573.20	30,878	14.85
	E	2,701.86	32,422	15.59
32	A	2,222.83	26,674	12.82
	B	2,333.97	28,008	13.47
	C	2,450.67	29,408	14.14
	D	2,573.20	30,878	14.85
	E	2,701.86	32,422	15.59

**TEMPORARY EMPLOYEES
SCHEDULE F-1
EFFECTIVE JANUARY 1, 2012**

RANGE	STEP	MONTHLY	YEARLY	HOURLY
33	A	2,452.13	29,426	14.15
	B	2,574.74	30,897	14.85
	C	2,703.47	32,442	15.60
	D	2,838.65	34,064	16.38
	E	2,980.58	35,767	17.20
34	A	2,513.43	30,161	14.50
	B	2,639.10	31,669	15.23
	C	2,771.06	33,253	15.99
	D	2,909.61	34,915	16.79
	E	3,055.09	36,661	17.63
35	A	2,576.27	30,915	14.86
	B	2,705.08	32,461	15.61
	C	2,840.34	34,084	16.39
	D	2,982.35	35,788	17.21
	E	3,131.47	37,578	18.07
36	A	2,640.68	31,688	15.23
	B	2,772.71	33,273	16.00
	C	2,911.34	34,936	16.80
	D	3,056.91	36,683	17.64
	E	3,209.76	38,517	18.52
37	A	2,706.69	32,480	15.62
	B	2,842.03	34,104	16.40
	C	2,984.13	35,810	17.22
	D	3,133.33	37,600	18.08
	E	3,290.00	39,480	18.98
38	A	2,774.36	33,292	16.01
	B	2,913.08	34,957	16.81
	C	3,058.73	36,705	17.65
	D	3,211.67	38,540	18.53
	E	3,372.25	40,467	19.46
39	A	2,843.72	34,125	16.41
	B	2,985.90	35,831	17.23
	C	3,135.20	37,622	18.09
	D	3,291.96	39,504	18.99
	E	3,456.56	41,479	19.94
40	A	2,914.81	34,978	16.82
	B	3,060.55	36,727	17.66
	C	3,213.58	38,563	18.54
	D	3,374.26	40,491	19.47
	E	3,542.97	42,516	20.44
41	A	2,987.68	35,852	17.24
	B	3,137.07	37,645	18.10
	C	3,293.92	39,527	19.00
	D	3,458.61	41,503	19.95
	E	3,631.55	43,579	20.95

**TEMPORARY EMPLOYEES
SCHEDULE F-1
EFFECTIVE JANUARY 1, 2012**

RANGE	STEP	MONTHLY	YEARLY	HOURLY
42	A	3,062.37	36,748	17.67
	B	3,215.49	38,586	18.55
	C	3,376.27	40,515	19.48
	D	3,545.08	42,541	20.45
	E	3,722.33	44,668	21.48
43	A	3,138.93	37,667	18.11
	B	3,295.88	39,551	19.01
	C	3,460.67	41,528	19.97
	D	3,633.71	43,604	20.96
	E	3,815.39	45,785	22.01
44	A	3,217.41	38,609	18.56
	B	3,378.28	40,539	19.49
	C	3,547.19	42,566	20.46
	D	3,724.55	44,695	21.49
	E	3,910.78	46,929	22.56
45	A	3,297.84	39,574	19.03
	B	3,462.73	41,553	19.98
	C	3,635.87	43,630	20.98
	D	3,817.66	45,812	22.02
	E	4,008.55	48,103	23.13
46	A	3,380.29	40,563	19.50
	B	3,549.30	42,592	20.48
	C	3,726.77	44,721	21.50
	D	3,913.11	46,957	22.58
	E	4,108.76	49,305	23.70
47	A	3,464.79	41,578	19.99
	B	3,638.03	43,656	20.99
	C	3,819.94	45,839	22.04
	D	4,010.93	48,131	23.14
	E	4,211.48	50,538	24.30
48	A	3,551.41	42,617	20.49
	B	3,728.99	44,748	21.51
	C	3,915.43	46,985	22.59
	D	4,111.21	49,334	23.72
	E	4,316.77	51,801	24.90
49	A	3,640.20	43,682	21.00
	B	3,822.21	45,867	22.05
	C	4,013.32	48,160	23.15
	D	4,213.99	50,568	24.31
	E	4,424.69	53,096	25.53
50	A	3,731.20	44,774	21.53
	B	3,917.77	47,013	22.60
	C	4,113.65	49,364	23.73
	D	4,319.34	51,832	24.92
	E	4,535.30	54,424	26.17

**TEMPORARY EMPLOYEES
SCHEDULE F-1
EFFECTIVE JANUARY 1, 2012**

RANGE	STEP	MONTHLY	YEARLY	HOURLY
51	A	3,824.48	45,894	22.06
	B	4,015.71	48,189	23.17
	C	4,216.49	50,598	24.33
	D	4,427.32	53,128	25.54
	E	4,648.69	55,784	26.82
52	A	3,920.10	47,041	22.62
	B	4,116.10	49,393	23.75
	C	4,321.91	51,863	24.93
	D	4,538.00	54,456	26.18
	E	4,764.90	57,179	27.49
53	A	4,018.10	48,217	23.18
	B	4,219.00	50,628	24.34
	C	4,429.95	53,159	25.56
	D	4,651.45	55,817	26.84
	E	4,884.03	58,608	28.18
54	A	4,118.55	49,423	23.76
	B	4,324.48	51,894	24.95
	C	4,540.70	54,488	26.20
	D	4,767.74	57,213	27.51
	E	5,006.13	60,074	28.88

**GENERAL TEMPORARY EMPLOYEES
SCHEDULE F-2
EFFECTIVE JULY 1, 2013**

RANGE	STEP	MONTHLY	YEARLY	HOURLY
14	A	1,585.94	19,031	9.1496
	B	1,665.23	19,983	9.6071
	C	1,748.50	20,982	10.0870
	D	1,835.92	22,031	10.5920
	E	1,927.72	23,133	11.1210
16	A	1,666.40	19,997	9.6139
	B	1,749.72	20,997	10.0950
	C	1,837.21	22,047	10.5990
	D	1,929.07	23,149	11.1290
	E	2,025.52	24,306	11.6860
19	A	1,792.86	21,514	10.3430
	B	1,882.50	22,590	10.8610
	C	1,976.63	23,720	11.4040
	D	2,075.46	24,906	11.9740
	E	2,179.23	26,151	12.5730
24	A	2,029.61	24,355	11.7090
	B	2,131.09	25,573	12.2950
	C	2,237.65	26,852	12.9100
	D	2,349.53	28,194	13.5550
	E	2,467.01	29,604	14.233
31	A	2,380.73	28,569	13.7350
	B	2,499.77	29,997	14.4220
	C	2,624.75	31,497	15.1430
	D	2,755.99	33,072	15.9000
	E	2,893.79	34,726	16.6950



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

June 7, 2013

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  PAUL BENOIT, CITY MANAGER

SUBJECT: ASTORIA RIVERFRONT TROLLEY BARN LEASE

DISCUSSION/ANALYSIS

In Fiscal Year 2000 the City received grants totaling \$150,000 and a loan of \$99,000 to support construction of the Astoria Riverfront Trolley Barn. In April, 2001 the City entered into a Memorandum of Understanding (MOU) with the Trolley Association whereby the City agreed to construct the Trolley Barn and the Association agreed to be responsible for the principal and interest payments on the loan portion of the construction budget.

This past year the Association made the last payment on the loan, thereby completing its responsibilities under the MOU. It would now be in the best interest of the Association and the City to enter into a mutually agreeable Lease Agreement for the Association's exclusive use of the Trolley Barn.

The attached "Trolley Barn Lease" provides for exclusive use by the Association over a term of five years; specifies a lease rate of \$1 per year; specifies provisions for usage, maintenance and repair, making alterations, and for utility payments. In addition, the Lease specifies responsibilities for insurance and indemnifications. The City Attorney has reviewed and approved the attached Lease. Association representatives have also reviewed the Lease and are in agreement with its terms.

RECOMMENDATION

It is recommended that the Mayor and Council approve the proposed Lease Agreement with the Riverfront Trolley Association, Inc. Following approval, the agreement will be presented to the Board of the Association for action.

TROLLEY BARN LEASE

Date: _____, 2013

Between: The City of Astoria ("Landlord")
1095 Duane, Astoria, OR 97103

And: Riverfront Trolley Association, Inc. ("Tenant")
480 Industry Street, Astoria, OR 97103

Landlord leases to Tenant and Tenant leases from Landlord the premises described below on the terms and conditions stated below:

Section 1. Lease Terms

1.1 Date of Lease: _____ 2013

1.2 Term: Five Years

1.3 Tenant: Riverfront Trolley Association, Inc.
480 Industry Street, Astoria, OR 97103

1.4 Landlord: City of Astoria
1095 Duane, Astoria, OR 97103

1.5 Premises: The 50' x 100' "Trolley Barn" and associated parking located at 480 Industry; constructed in 2001.

Section 2. Rent

Tenant will pay to Landlord a base rent of \$1 per year for the Premises without demand. The term *Rent* as used in this Lease includes base rent and all other sums due under the Lease.

Section 3. Use of Premises

3.1 Permitted Use. Tenant may use the Premises for all activities related to storage, maintenance and operation of "Old 300", the Astoria Riverfront Trolley.

3.2 Compliance with Laws. Tenant will at its expense promptly comply and cause the Premises to comply with all Laws applicable to Tenant's occupation and use of the Premises.

3.2.1 ADA Law Compliance. Landlord and Tenant acknowledge that the provisions of the Americans with Disabilities Act (the "ADA") allow allocation of responsibility for compliance with the terms and conditions of the ADA in this Lease. Responsibility for compliance with the ADA is allocated as set forth in this Section. Tenant is responsible for compliance with the

applicable provisions of the ADA with respect to all interior and exterior improvements upon the Building and the land. References in this Lease to "Laws" are deemed to include the ADA.

3.2.2 Indemnity Regarding Legal Violations. Tenant will indemnify and hold harmless Landlord against any and all claims arising from or in connection with the violation of Laws including but not limited to the ADA and Environmental Laws, occurring in, at, or about the Building and the Land due to the acts or omissions of Tenant or its partners, directors, officers, agents, and employees, together with all costs, expenses, and liabilities incurred or in connection with each such claim, action, proceeding, or appeal, including, without limitation, all attorney fees and expenses.

3.3 Rules and Regulations. Landlord may make and Tenant will comply with all rules and regulations of the Building and the Property (the "Rules") as Landlord may revise and enforce the Rules from time to time. The Rules are in addition to and will not be construed to modify or amend this Lease in any way, and in the event of any conflict between the express terms of this Lease and any Rule, the terms of the Lease will govern.

Section 4. Maintenance and Repair

4.1 Landlord Repairs. Landlord is under no obligation to repair any part of the Premises.

4.2 Tenant's Repairs. Tenant will perform all repairs and maintenance to, and replace when necessary, the roof, foundation, exterior walls, interior structural walls, all structural components, and all systems such as mechanical, electrical, HVAC, and plumbing systems of or in the Building and the Premises and also maintain all portions of the Premises and fixtures situated within the Premises in good order and repair; and not commit waste to the Building or Property.

4.3 Landlord's Right to Repair. If Tenant fails to perform Tenant's maintenance and repair obligations, after ten (10) business days' prior written notice to Tenant, except in an emergency when no notice will be required, Landlord may enter the Premises, perform the obligations on Tenant's behalf, and recover the cost of performance, together with interest at the rate of twelve percent (12%) per year, as Additional Rent payable by Tenant with the next installment of Base Rent, as long as that rate does not exceed the maximum rate then allowed by Law.

4.4 Landlord's Right to Inspect. Landlord is entitled to possess keys to all locks on the Premises and may inspect the Premises at any time with or without notice to Tenant.

Section 5. Alterations

Tenant shall make no alteration, addition, or improvement to the Premises that requires a building permit, without obtaining Landlord's prior written consent, which consent Landlord may not unreasonably withhold in Landlord's sole discretion.

Section 6. Utilities and Services

- 6.1 General.** Tenant is responsible for all utility charges incurred in the operation, maintenance and use of the premises.
- 6.2 Security.** Landlord may, but will have no obligation to, provide security service or adopt any security measure concerning the Premises and Tenant will abide by all reasonable security measures adopted by Landlord.

Section 7. Signs and Other Installations

No signs, awnings, or other apparatus will be painted on or attached to the Building or anything placed on any glass or woodwork of the Premises or positioned so as to be visible from outside the Premises, including any window covering (e.g., shades, blinds, curtains, drapes, screens, or tinting materials) without Landlord's written consent.

Section 8. Insurance

- 8.1 Liability Insurance.** Tenant, at its expense, will maintain at all times during the Term of this Lease, commercial general liability insurance in respect of the Premises and the conduct or operation of business therein, naming Landlord as an additional insured, with a combined single limit of not less than the limits of liability for public bodies described in ORS 30.272 and ORS 30.273. Tenant will deliver to Landlord the fully paid-for policies or certificates of insurance, in form reasonably satisfactory to Landlord, issued by the insurance company or its authorized agent, at least ten (10) days before the Lease Commencement Date. Tenant will procure and pay for renewals of the insurance from time to time before the expiration thereof, and Tenant will deliver to Landlord and any additional insured the renewal policy at least thirty (30) days before the expiration of any existing policy. All the policies will contain a provision prohibiting cancellation or modification unless Landlord and any additional insured are given at least thirty (30) days prior written notice of the cancellation or modification. Landlord will cause the building to be covered by its Fire Insurance Policy. Tenant may, but is not required to maintain Fire Insurance on its possessions within the building.
- 8.2 Property Damage.** Landlord will maintain its policies of fire insurance with standard extended coverage endorsements on the Property.

Section 9. Indemnity

- 9.1 By Tenant.** Tenant will indemnify, defend, and hold harmless Landlord and employees from any claim arising from Tenant's occupancy or use or from the physical condition of the Premises.
- 9.2 Survival.** The provisions of this Section will survive termination of this Lease.

Section 10. Fire or Casualty

In case of Major Damage, Landlord may elect to terminate this Lease by notice in writing within thirty (30) days after of the Major Damage. *Major Damage* means damage by fire or other casualty to the Trolley Barn (i) that causes it to be unusable, (ii) the repair of which will cost more than twenty-five percent (25%) of the replacement value or (iii) that is not required under this Lease to be covered by insurance. If Landlord does not terminate this Lease after any Major Damage, or if damage occurs that is not Major Damage, Tenant will promptly restore the Premises to the condition existing immediately before the damage, and this Lease will continue in full force and effect.

Section 11. Assignment and Subletting

Tenant will not assign, transfer, or encumber its interest under this Lease or sublet all or any portion of the Premises without having first obtained Landlord's written consent.

Section 12. Default

12.1 Events of Default. Each of the following is an Event of Default by Tenant under this Lease:

- 12.1.1** Failure by Tenant to pay Rent or any other charge due under this Lease within twenty (20) days after receipt of written notice from Landlord that the same is then due.
- 12.1.2** Failure by Tenant to comply with any other obligation of this Lease within twenty (20) days following written notice from Landlord specifying the failure (except in the case of emergency, in which event Landlord will be required to give only such notice as is reasonable under the circumstances); however, if the nature of Tenant's default requires more than twenty (20) days to correct, Tenant will not be deemed in default of this Lease as long as Tenant commences the cure of the failure within the twenty (20)-day period and thereafter proceeds in good faith and with all diligence to complete the cure as soon as possible but in no event later than ninety (90) days after the date of Landlord's notice of default.
- 12.1.3** Tenant's abandonment of the Premises or failure by Tenant to occupy the Premises within twenty (20) days after notice from Landlord.
- 12.1.4** Assignment or subletting by Tenant in violation of Section 12.
- 12.1.5** Tenant's insolvency, business failure, or assignment for the benefit of its creditors. Tenant's commencement of proceedings under any provision of any bankruptcy or insolvency law or failure to obtain dismissal of any petition filed against it under such laws within the time required to answer, or the appointment of a receiver for all or any portion of Tenant's properties or financial records, also constitutes an Event of Default.

12.2 Remedies for Default. Upon the occurrence of an Event of Default Landlord may exercise the following remedies as well as any other remedies at law or in equity, by statute or as set forth in this Lease:

12.2.1 Landlord may terminate this Lease, reserving all rights to damages resulting from Tenant's breach. Whether or not Landlord terminates this Lease, Landlord may retake possession of the Premises by any legal means including self-help.

12.3 Landlord's Right to Cure Default. Landlord may, but will not be obligated to, make any payment or perform any obligation under this Lease that Tenant has failed to perform, as and when required hereunder. Tenant will pay Landlord for all expenditures and costs incurred by Landlord in performing any obligation of Tenant, upon demand, with interest thereon at the rate of twelve percent (12%) per annum, but in no event at a rate in excess of that allowed by Law. Landlord's right to cure any Tenant default is for the sole protection of Landlord and in no event will Tenant be released from any obligation to perform all of Tenant's obligations and covenants under this Lease, and the contents of this Section will not be deemed a waiver by Landlord of any other right that Landlord may have arising from any default of this Lease by Tenant, whether or not Landlord exercises its rights under this Section.

Section 13. Notices

All notices, demands, consents, approvals, and other communications provided for herein will be invalid unless set forth in writing and delivered by facsimile transmission, personal delivery, or registered or certified U.S. mail with return receipt requested to the appropriate party at its address as set forth above.

Section 14. Surrender; Holdover

Upon expiration or earlier termination of this Lease, Tenant will surrender the Premises and, at Landlord's option, all improvements and alterations therein, vacuumed, swept, and free of debris and in good and serviceable condition, subject to ordinary wear and tear. Tenant will remove all of its personal property and will repair all damage to the Premises and the Building resulting from that removal. If Tenant fails to remove any such personal property, those items will be deemed abandoned, and Landlord may remove or dispose of the items without liability to Tenant or others. Upon demand, Tenant will reimburse Landlord for the cost of such removal.

Section 15. Hazardous Materials

Neither Tenant nor Tenant's agents or employees will cause or permit any Hazardous Material, to be brought, stored, used, generated, released into the environment, or disposed of on, in, under, or about the Premises, Building, or Common Areas, except reasonable quantities of Trolley maintenance and cleaning supplies as part of Tenant's use of the premises.

Section 16. Attorney Fees

If suit or action is instituted in connection with any controversy arising out of this Lease, the prevailing party will be entitled to recover, in addition to costs, such sums as the court may adjudge reasonable as attorney fees at trial and on all appeals or petitions for review arising out of the suit or action.

Section 17. Nonwaiver

No delay by either party in promptly enforcing any right or remedy set forth in this Lease will be deemed a waiver thereof, and that right or remedy may be asserted at any time after the delaying party becomes entitled to the benefit of the right or remedy notwithstanding the delay.

Section 18. Complete Agreement; No Implied Covenants

This Lease and the attached Exhibit, if any, contain the entire agreement of the Landlord and Tenant concerning the Premises, Building, Common Areas, and Land, and all prior written and oral agreements and representations between the parties are void. Landlord and Tenant agree that there are no implied covenants or other agreements between the parties except as expressly set forth in this Lease. Neither Landlord nor Tenant is relying on any representations of the other party except those expressly set forth herein.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Lease:

LANDLORD:

CITY OF ASTORIA

By: _____
Willis L. Van Dusen, Mayor

By: _____
Paul Benoit, City Manager

TENANT:

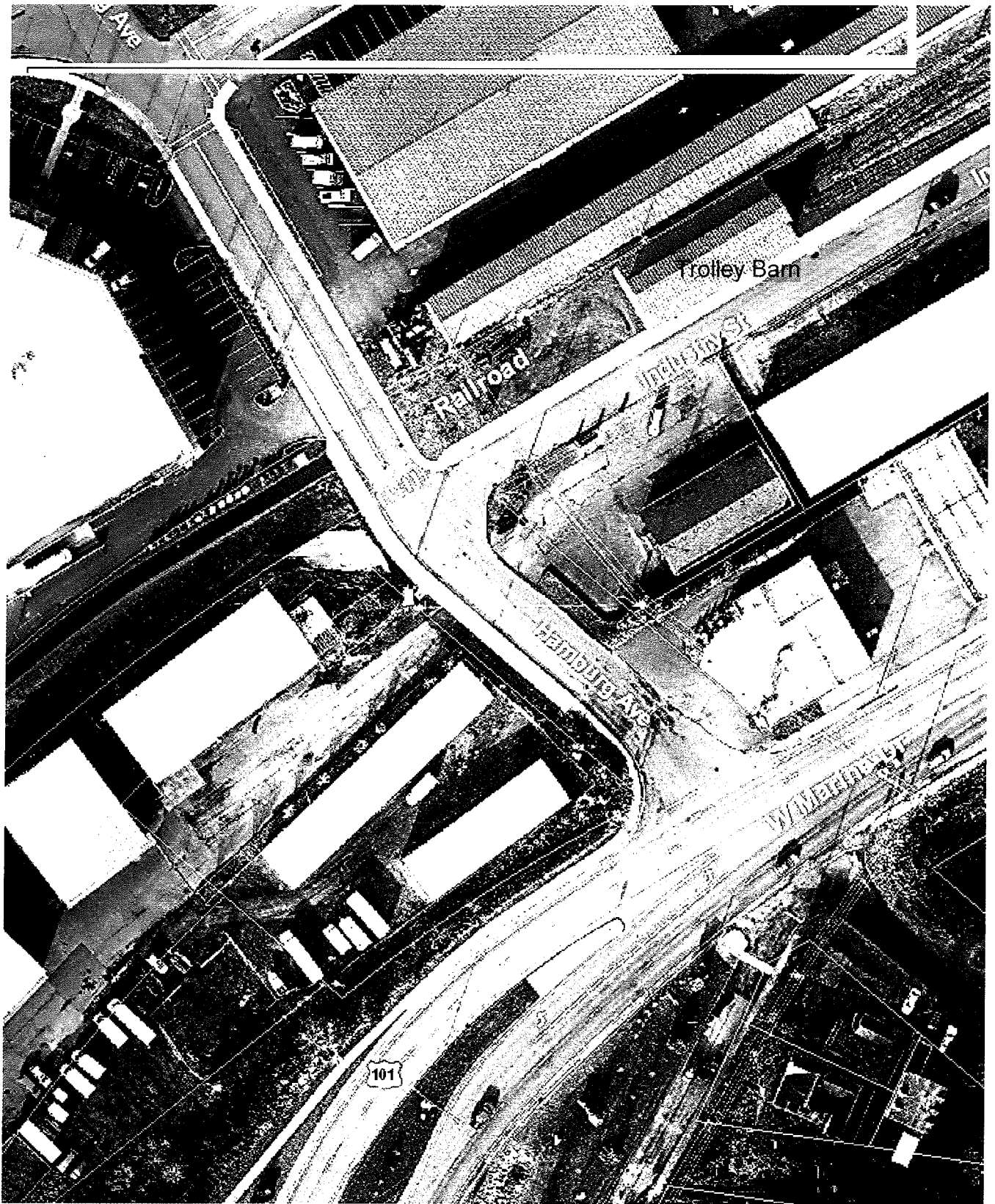
RIVERFRONT TROLLEY ASSOCIATION, INC.

By: _____
Jim Wilkins, Vice President

By: _____

APPROVED AS TO FORM:

City Attorney





CITY OF ASTORIA
Founded 1811 • Incorporated 1856

June 5, 2013

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  PAUL BENOIT, CITY MANAGER

SUBJECT: **MAINTENANCE PATCHING 2013 - AUTHORIZATION TO AWARD**

DISCUSSION/ANALYSIS

Due to inclement winter weather and aging pavement, certain City streets have deteriorated and will require asphalt maintenance patching to effectively eliminate troublesome potholes and remediate badly rutted sections. City staff completed a city wide condition survey of the most heavily traveled streets, including areas that are subject of repeated complaints. Using that survey we compiled a list of immediate patching needs. This work should be completed without unduly affecting residents throughout the City that are coping with major inconveniences due to the 11th Street Combined Sewer Overflow project.

The following competitive quotes for asphalt maintenance patching have been received:

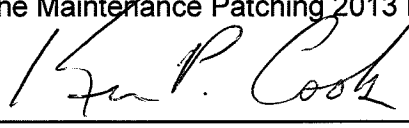
Contractor	Total Quote
Clean Sweep Maintenance, Inc.	\$27,755
Bayview Transit Mix, Inc.	\$33,000

Funding for this project is recommended to come from the Fuel Tax Fund.

The maintenance patching project is part of the larger pavement preservation effort that will include other maintenance measures such as crack sealing and pavement overlay.

RECOMMENDATION

It is recommended that City Council authorize the award of a construction contract to Clean Sweep Maintenance Inc. in the amount of \$27,755 for the Maintenance Patching 2013 Project.

Submitted By 
Ken P. Cook, Public Works Director

Prepared By 
Nathan Crater, Assistant City Engineer

60.01.00 - GENERAL

THIS AGREEMENT, made and entered into this ____ day of _____ 2013, by and between Clean Sweep Maintenance, PO Box 285, Seaside, OR 97138, hereinafter called "**CONTRACTOR**" and the City of Astoria, a municipal corporation, hereinafter called "**CITY**."

WITNESSETH:

That the said **CONTRACTOR** and the said **CITY**, for the consideration hereinafter named agree as follows:

60.2.00 - DESCRIPTION OF WORK

The **CONTRACTOR** agrees to perform the work of:

MAINTENANCE PATCHING 2013

and do all things required of it as per his bid, all in accordance with the described bid, a copy of which is hereto attached and made a part of this contract.

60.3.00 - COMPLETION OF CONTRACT

The **CONTRACTOR** agrees that the work under this contract shall be performed within 30 calendar days of Notice to Proceed. If conditions beyond the control of the **CONTRACTOR** prevents completion of the project within the time set, **CONTRACTOR** may request a reasonable extension of time in accordance with APWA General Requirements. If said **CONTRACTOR** has not fully completed this contract within the time set or any extension thereof, he shall pay liquidated damages in accordance with Section 108.6.00 of the Supplementary Conditions to General Requirements.

60.4.00 - CONTRACT PRICE

The contract price for this project is \$27,755.00. Payment will be made in accordance with ORS 279C.560 including progress payments at the end of each month. Retainage will be withheld in accordance with ORS 279C.550 - .565.

60.5.00 - CONTRACT DOCUMENTS

The **CONTRACTOR** and the **CITY** agree that the plans, specifications (including the APWA Oregon Chapter 1990 Standard Specifications for Public Works Construction with 1996 revisions), general conditions, supplementary conditions, call for bids, special provisions to the engineering specifications, instructions to bidders, all addenda and all modifications thereto and bid are, by this reference, incorporated into this contract and are fully a part of this contract.

60.6.00 - CHANGES IN WORK

With the consent of the **CONTRACTOR's** surety, the **CITY** may change the plans, specification, character of the work, or quantity of work, provided the total value of all such changes, both additive and deductive, does not exceed the following:

A. An increase or decrease of more than 25 percent of the total cost of the work calculated from the original proposal quantities and the unit contract prices; or,

B. An increase or decrease of more than 25 percent in the quantity of any one major contract item.

For condition b) above, a major item is defined as any item that amounts to 10 percent or more of the total contract price. If it is necessary to exceed this limitation, the change shall be by written supplemental agreement between the **CONTRACTOR** and **CITY**.

Any change shall be in writing and state the dollar value, method of payment, and any adjustments in contract time, and shall provide for the signatures of the **CONTRACTOR** and **CITY**.

Changes in plans and specifications, requested in writing by the **CONTRACTOR**, which do not materially affect the work, may be granted by the Engineer. Payment will be made in accordance with Section 60.4.00 of this contract.

60.7.00 - COMPLIANCE

The **CONTRACTOR** specifically agrees to comply with all laws, ordinances, and regulations applicable to municipal contracts and to make prompt payment of all amounts that may be due from said **CONTRACTOR** in the way of taxes or lawful deductions and to make prompt payment of all labor and materials, and save the **CITY** harmless from any damages or claims whatsoever in the performance of this contract.

The **CONTRACTOR** further agrees to comply with all laws, ordinances, rules, orders and regulations relating to the performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences, or other protective facilities.

CONTRACTOR agrees to take every precaution against injuries to persons or damage to property.

The **CONTRACTOR** agrees that the work will be done to the satisfaction and approval of the Engineer of the **CITY** of Astoria.

CONTRACTOR agrees to store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of their work or the work of any other employees or persons.

CONTRACTOR agrees to hold the **CITY** free and harmless from all liability to persons and property for failure to leave the premises in a safe condition and to make payment to all persons employed by them in such project.

60.8.00 - ADDITIONAL CONTRACTOR RESPONSIBILITIES

CONTRACTOR is responsible for obtaining and paying for all necessary permits.

CONTRACTOR shall verify existing conditions and locations of all utilities and shall notify the Engineer of any discrepancies that may affect the work.

CONTRACTOR is responsible for contacting the utilities to have the lines relocated or repaired as necessary.

60.9.00 - CONTRACTOR IS INDEPENDENT CONTRACTOR

A. CONTRACTOR's services shall be provided under the general supervision of **CITY's** project director or his designee, but **CONTRACTOR** shall be an independent **CONTRACTOR** for all purposes and shall be entitled to no compensation other than the compensation provided for under Section 60.4.00 of this Contract.

B. CONTRACTOR acknowledges that for all purposes related to this Contract, **CONTRACTOR** is and shall be deemed to be an independent **CONTRACTOR** and not an employee of **CITY**, shall not be entitled to benefits of any kind to which an employee of the **CITY** is entitled and shall be solely responsible for all payments and taxes required by law; and furthermore in the event that **CONTRACTOR** is found by a court of law or an administrative agency to be an employee of the **CITY** for any purpose, **CITY** shall be entitled to repayment of any amounts from **CONTRACTOR** under the terms of the Contract; to the full extent of any benefits or other remuneration **CONTRACTOR** receives (from **CITY** or third party) as result of said finding and to the full extent of any payments that **CITY** is required to make (to **CONTRACTOR** or to a third party) as a result of said finding.

C. The undersigned **CONTRACTOR** hereby represents that no employee of the **CITY** of Astoria, or any partnership or corporation in which a **CITY** employee has an interest, has or will receive any remuneration of any description from the **CONTRACTOR**, either directly or indirectly, in connection with the letting or performance of this Contract, except as specifically declared in writing.

60.10.00 SUBCONTRACTS - RELATIONS WITH SUBCONTRACTORS, ASSIGNMENTS AND DELEGATION

A. CONTRACTOR shall be fully responsible for the acts or omissions of any subcontractors and of all persons employed by them, and neither the approval by **CITY** of any subcontractor nor anything contained herein shall be deemed to create any contractual relation between subcontractor and **CITY**.

B. CONTRACTOR's relations with subcontractors shall comply with ORS 279C.580. In accordance with that statute:

1. **CONTRACTOR** shall include in each subcontract for property or services entered into by the **CONTRACTOR** and a first-tier subcontractor, including a material supplier, for the purpose of performing a construction contract:

(a) A payment clause that obligates the **CONTRACTOR** to pay the first-tier subcontractor for satisfactory performance under its subcontract within 10 day out of such amounts as are paid to the **CONTRACTOR** by the contracting agency under the contract; and

(b) An interest penalty clause that obligates the **CONTRACTOR**, if payment is not made within 30 days after receipt of payment from the contracting agency, to pay to the first -

tier subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract under paragraph (a) of this subsection. A **CONTRACTOR** or first-tier sub-contractor may not be obligated to pay an interest penalty if the only reason that the **CONTRACTOR** or first-tier sub-contractor did not make payment when payment was due is that the **CONTRACTOR** or first-tier subcontractor did not receive payment from the contracting agency or **CONTRACTOR** when payment was due. The interest penalty shall be: (A) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and (B) Computed at the rate specified on ORS 279C.515 (2).

2. **CONTRACTOR** shall include in each of the **CONTRACTOR's** subcontracts, for the purpose of performance of such contract condition, a provision requiring the first-tier subcontractor to include a payment clause and an interest penalty clause conforming to the standards of subsection (1) of this section in each of the first-tier subcontractor's subcontracts and to require each of the first-tier subcontractor's subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

The above required clauses are required by ORS 279C.580 (3) and (4) and all the provisions of ORS 279C.580 are applicable.

C. CONTRACTOR certifies that all subcontractors performing work described in ORS 701.005(3) or ORS 671.520(1) will be registered with the Construction Contractors Board or by the State Landscape Contractors Board before the subcontractors commence work under this contract.

D. Assignment or Transfer Restricted. The **CONTRACTOR** shall not assign, sell, dispose of, or transfer rights nor delegate duties under the contract, either in whole or in part, without the **CITY's** prior written consent. Unless otherwise agreed by the **CITY** in writing, such consent shall not relieve the **CONTRACTOR** of any obligations under the contract. Any assignee or transferee shall be considered the agent of the **CONTRACTOR** and be bound to abide by all provisions the contract. If the **CITY** consents in writing to an assignment, sale, disposal or transfer of the **CONTRACTOR's** rights or delegation of the **CONTRACTOR's** duties, the **CONTRACTOR** and its surety, if any, shall remain liable to the **CITY** for complete performance of the contract as if no such assignment, sale, disposal, transfer or delegation had occurred unless the **CITY** otherwise agrees in writing.

E. CONTRACTOR certifies that **CONTRACTOR** has not discriminated and will not discriminate against minority, women or small business enterprises in obtaining any required subcontracts.

60.11.00 - EARLY TERMINATION

A. This Contract may be terminated without cause by mutual written consent of the parties. In addition, the parties may agree to terminate the contract:

1. If work under the Contract is suspended by an order of a public agency for any reason considered to be in the public interest other than by a labor dispute or by reason of any third party judicial proceeding relating to the work other than a suit or action filed in regard to a labor dispute; or

2. If the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the Contract.

B. Payment. When a Contract, or any divisible portion thereof, is terminated pursuant to this section, the **CITY** shall pay the **CONTRACTOR** a reasonable amount of compensation for preparatory work completed and for costs and expenses arising out of termination. The **CITY** shall also pay for all work completed, based on the contract price. Unless the work completed is subject to unit or itemized pricing under the Contract, payment shall be calculated based on percent of contract completed. No claim for loss anticipated profits will be allowed.

C. Responsibility for Completed Work. Termination of the contract or a divisible portion thereof pursuant to this section shall not relieve either the **CONTRACTOR** or its surety of liability for claims arising out of the work performed.

D. Termination under any provision of this paragraph shall not affect any right, obligation or liability of **CONTRACTOR** or **CITY** which accrued prior to such termination.

E. If work is suspended under circumstances described in A (1) but the contract is not terminated, the **CONTRACTOR** is entitled to a reasonable extension of time to complete the contract, and reasonable compensation for all costs resulting from the suspension plus reasonable allowance for overhead with respect to such costs.

60.12.00 - CANCELLATION FOR CAUSE

CITY may cancel all or any part of the Contract if **CONTRACTOR** breaches any of the terms herein or in the event of any of the following: Insolvency of **CONTRACTOR**; voluntary or involuntary petition in bankruptcy by or against **CONTRACTOR**; appointment of a receiver or trustee for **CONTRACTOR**, or an assignment for benefit of creditors of **CONTRACTOR**. Damages for breach shall be those allowed by Oregon Law, reasonable and necessary attorney's fees, and other costs of litigation at trial and upon appeal.

60.13.00 - NONWAIVER

The failure of the **CITY** to insist upon or enforce strict performance by **CONTRACTOR** of any of the terms of this Contract or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.

60.13.01 - REMEDIES

Consequences for **Contractor's** failure to perform the scope of work identified in the invitation to bid or the **Contractor's** failure to meet established performance standards may include, but are not limited to:

(A) Reducing or withholding payment;

(B) Requiring the contractor to perform, at the contractor's expense, additional work necessary to perform the identified scope of work or meet the establish performance standards; or

(C) Declaring a default, terminating the public contract, and seeking damages and other relief available under the terms of the public contract or other applicable law.

(D) Liquidated damages as calculated in Division 98, Supplementary Conditions, Section 108.6.00

60.14.00 - SUIT OR ACTION

In the event suit or action is instituted to enforce any of the terms of this agreement, the prevailing party shall be entitled to recover from the other party such sum as the Court may adjudge reasonable as attorney's fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.

60.15.00 - CONFLICT BETWEEN TERMS

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid of the **CONTRACTOR**, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said bid conflicting herewith.

60.16.00 - INDEMNIFICATION

The **CONTRACTOR** agrees to indemnify and to hold harmless the **CITY**, its officers, employees and agents against and from any and all loss, claims, actions, suits, including costs and attorney's fees, for or on account of injury, bodily or otherwise, to, or death of persons, damage to or destruction of property belonging to **CITY**, **CONTRACTOR** or others, resulting from **CONTRACTOR's** negligence.

60.17.00 - WORKERS' COMPENSATION

All employers, including **CONTRACTOR**, that employ subject workers who work under this contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. **CONTRACTOR** shall ensure that each of its subcontractors complies with these requirements. (ORS 279C.530 (2)).

60.18.00 - LABORERS AND MATERIALMEN, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND, LIENS AND WITHHOLDING TAXES

CONTRACTOR shall make payment promptly, as due, to all persons supplying **CONTRACTOR** labor or material for the prosecution of the work provided for this contract.

CONTRACTOR shall pay all contributions or amounts due the Industrial Accident Fund from **CONTRACTOR** or any subcontractor incurred in the performance of the contract.

CONTRACTOR shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

CONTRACTOR shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

60.19.00 - PAYMENT OF CLAIMS BY PUBLIC OFFICERS; PAYMENT TO PERSONS FURNISHING LABOR AND MATERIALS; AND COMPLAINTS

A. If the **CONTRACTOR** fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the **CONTRACTOR** or a subcontractor by any person in connection with the public contract as such claim becomes due, the proper officer or officers representing the municipality may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the **CONTRACTOR** by reason of such contract.

B. If the **CONTRACTOR** or a first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the public contracting agency or a **CONTRACTOR**, the **CONTRACTOR** or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 30-day period that payment is due under ORS 279C.580 and ending upon final payment, unless payment is subject to a good faith dispute as defined in 279C.580. The interest penalty shall be as provided in ORS 279C.580.

C. If the **CONTRACTOR** or a sub-contractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

D. The payment of a claim in the manner here authorized shall not relieve the **CONTRACTOR** or the **CONTRACTOR's** surety from obligation with respect to any unpaid claims.

60.20.00 - HOURS OF LABOR

No person shall be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, the employee shall be paid at least time and a half pay:

A For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or

B. For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; and

C. For all work performed on Saturday and on any legal holiday specified in ORS 279C.540.

D. CONTRACTOR must give notice to employees who work on a public contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees of the number of hours per day and days per week that the employees may be required to work.

E. CONTRACTOR will comply with the requirements of ORS 279.C545 regarding time limitation or claim for overtime, posting of circular.

60.21.00 - PAYMENT OF MEDICAL CARE

CONTRACTOR shall promptly, as due, make payment to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury to the employees of such **CONTRACTOR**, of all sums which the **CONTRACTOR** agrees to pay for such services and all moneys and sums which the **CONTRACTOR** collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

60.22.00 - DRUG TESTING PROGRAM

CONTRACTOR shall demonstrate, to the satisfaction of the Public Works Director that an employee drug-testing program is in place. **CONTRACTOR** may attach hereto a written description of his drug testing program, or a copy of the adopted drug-testing program, to comply with this condition.

60.23.00 – PREVAILING WAGE RATE

A. Prevailing Wage Rate. If this contract is subject to both ORS 279C.800 to ORS 279C.870 and the Davis-Bacon Act (40 USC 3141 *et seq*) every contract and subcontract must provide that the worker whom the **CONTRACTOR**, subcontractor, or other person who is a party to the contract uses in performing all or part of this contract, must be paid not less than the higher of the applicable state prevailing rate of wage for each trade or occupation as defined by the Commissioner of the Bureau of Labor and Industries in the applicable publication entitled *Definitions of Covered Occupations for Public Works Contracts in Oregon* or federal prevailing rate of wage. A current copy (title page only) of Prevailing wage Rates for Public Works contracts in Oregon is included in Section 40 of the specifications. A web site where these publications are available is <http://eqov.oregon.gov/BOLI/WHDPWR/pwr.state.shtml>.

B. Statutory Public Works Bond. **CONTRACTOR** shall have a Public Works bond on file with the Construction Contractors Board before starting work on the project, unless exempt under the terms of ORS 279C.836. **CONTRACTOR** shall include a provision in every subcontract requiring the subcontractor to have a public works bond on file with the Construction Contractors Board before starting work on the project, unless exempt under the terms of ORS 279C.836.

C. Certified Payroll Reports. **CONTRACTOR** or **CONTRACTOR's** surety and every subcontractor or subcontractor's surety shall file certified payroll reports with the **CITY** in conformance with ORS 279C.845. The **CITY** is required to withhold 25% of amounts earned by **CONTRACTOR** if certified payroll reports are not submitted as required.

60.24.00 – INSURANCE

A. Commercial General Liability. **CONTRACTOR** shall obtain, at **CONTRACTOR'S** expense and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage with limits of not less \$1,000,000 per occurrence

and the annual aggregate not less than \$2,000,000. Coverage shall include contractors, subcontractors and anyone directly or indirectly employed by either. This insurance will include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage will be written on an occurrence basis, and coverage will be primary, not contributory. If written in conjunction with Automobile Liability the combined single limit per occurrence will not be less than \$1,000,000 for each job site or location. Each annual aggregate limit will not be less than \$2,000,000.

B. Automobile Liability. Contract shall obtain, at Contractor's expense and keep in effect during the term of the resulting Contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence will not be less than \$1,000,000.

C. Additional Insured. The liability insurance coverage shall include **CITY** and its officers and employees as Additional Insured but only with respect to **CONTRACTOR'S** activities to be performed under this Contract. Coverage will be primary and non-contributory with any other insurance and self-insurance. Prior to starting work under this Contract, **CONTRACTOR** shall furnish a certificate to **CITY** from each insurance company providing insurance showing that the **CITY** is an additional insured, the required coverage is in force, stating policy numbers, dates of expiration and limits of liability, and further stating that such coverage is primary and not contributory.

D. Notice of Cancellation or Change. There will be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from **CONTRACTOR** or its insurer(s) to **CITY**. Any failure to comply with the reporting provisions of this clause will constitute a material breach of this Contract and will be grounds for immediate termination of this Agreement.

60.25.00 - PERFORMANCE AND PAYMENT BOND

The **CONTRACTOR** further agrees to furnish a performance bond and a payment bond in approved forms each in the amount of 100% for the full performance and payment of the terms of this contract.

60.26.00 - CERTIFICATION OF COMPLIANCE WITH TAX LAWS

As required by ORS 305.385(6), **CONTRACTOR** certifies under penalty of perjury that the **CONTRACTOR**, to the best of **CONTRACTOR's** knowledge, is not in violation of any of the tax laws described in ORS 305.380(4).

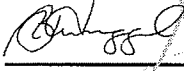
60.26.01 - CITY OCCUPATION TAX

Prior to starting work, **Contractor** shall pay the City occupation tax and provide the Public Works Department with a copy of occupation tax receipt. **Contractor** shall, likewise, require all subcontractors to pay the City occupation tax and provide a copy of the receipt to the Public Works Department prior to commencement of work.

60.27.00 - NO THIRD PARTY BENEFICIARIES

This agreement and each and every provision is for the sole benefit of the **CITY** and **CONTRACTOR** and no third parties have any rights or benefits except to the extent expressly provided herein.

APPROVED AS TO FORM:


Blair Henningsgaard
DN: cn=Blair Henningsgaard, o,
ou=email-blair@astorialaw.net,
c=US
Date: 2013.06.05 14:52:04 -08'00'
City Attorney

CITY OF ASTORIA, a municipal of the
State of Oregon

BY: _____
Mayor Date

ATTEST:

Contractor Date

City Manager Date

Clean Sweep



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

MAINTENANCE PATCHING 2013 REQUEST FOR QUOTES

The City of Astoria Engineering Division is requesting quotes to furnish all labor, equipment and material for pavement patching. The scope of work includes skim patching and pothole repair. Table 1 identifies the locations and associated limits for anticipated skim patching and pothole repair.

Table 1 – Skim Patching & Pothole Repair Locations			
Location	Length (ft.)	Width (ft.)	Area (ft ²)
Spruance Rd.	25	10	250
	33	11	363
	28	11	308
Halsey Rd.	10	60	600
	30	17	510
	60	8	480
Nimitz Dr.	100	5	500
53 rd St.	20	7	140
	20	13	260
Birch St.	15	6	90
34 th St.	33	10	330
Niagara & 10 th St.	65	10	650
Niagara & 14 th St.	40	7	280
1397 Niagara Ave.	60	7	420
1013 Niagara Ave.	75	7	525
985 Niagara Ave.	70	6	420
Grand Ave. & 17 th St.	25	20	500
	30	6	180
Grand Ave. & 14 th St.	5	5	25
Irving Ave. & 34 th St.	20	7	140
Irving Ave. & 14 th St.	60	25	1500
670 Alameda Ave.	3	4	12
626 Florence Ave.	3	4	12
228 Kensington	11	17	187
228 Kensington	2	2	4
Bond & Hume St.	10	26	260
82 W Bond St.	8	15	120
76 W Bond St.	10	55	550
1240 Sonora Ave.	50	12	600
679 Lexington Ave.	8	12	96
570 Lexington Ave.	9	10	90
563 Niagara Ave.	70	10	700

440 Niagara Ave.	120	10	1200
440 Niagara Ave.	20	20	400
440 Niagara Ave.	10	45	450
55 Skyline Ave.	55	10	550
84 Skyline Ave.	10	60	600
1405 5th Street	11	50	550
5th & Klaskanine Ave.	15	37	555
305 W Lexington Ave.	5	40	200
300 W Irving Ave.	10	40	400
Ridge Dr.	7	60	420
	14	17	238
	7	24	168
195 W. Grand Ave.	9	9	81
	4	4	16
	10	10	100
W. Grand Ave. & W. Lexington Ave.	4	25	100
	4	25	100
W. Grand Ave. & Chelmsford Ave.	3	20	60
TOTAL AREA =			17,290

The areas identified above are approximate and may need to be adjusted in the field to address the limits of the pavement repair. The Contractor will coordinate with Engineering Division staff regarding repair limits prior to construction.

The contractor will be permitted to temporarily close streets that have alternate routes. One lane must be open on dead-end streets or areas with no alternate route.

Please provide quotes for the items listed below.

Skim Patching & Pothole Repair					
#	Item	Qty	Unit	Unit Price	Item Total
1	Mobilization	1	LS		\$ 4,800 ⁰⁰
2	Traffic Control	1	LS		\$ 5,000 ⁰⁰
3	Level 2, 1/2" Dense HMAC - Patch	190	Ton	\$ 94.50	\$ 17,955 ⁰⁰
Total Quote:					\$ 27,755 ⁰⁰

Please review the attached construction contract. The City will execute this contract with the selected Contractor. The selected contractor will be required to furnish a performance bond and a payment bond on approved forms each in the amount of 100% for the full performance and payment of the terms of this contract.

Clean Sweep

Contractor shall read and comply with the attached documents before finalizing a quote. Quotes are due June 5th, 2013 by 2:00 p.m. Please send quotes to:

Nathan Crater
Assistant City Engineer
1095 Duane St
Astoria, OR 97103
ncrater@astoria.or.us
FAX: 503-338-6538

Fax and emailed quotes are acceptable, but will require acknowledgement of receipt. All work and material shall meet APWA and City of Astoria Standards and Special Provisions.

Total Quote: \$27,755.00

June 5, 2013
DATE SIGNED

Clean Sweep Maintenance Inc
OFFEROR

Ben Olson President
SIGNED (NAME AND TITLE)

PO Box 285
MAILING ADDRESS
Searsia, Or 97138
CITY, STATE, AND ZIP CODE
PHONE NUMBER: 503-738-7556
CORPORATION: X YES NO
IF NO, TAX ID NUMBER OR SOCIAL
SECURITY NUMBER:
CONTRACTOR BOARD NO. 103308



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

DATE

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  PAUL BENOIT, CITY MANAGER

SUBJECT: JIM NEIKES PROPERTY EXCHANGE AGREEMENT

DISCUSSION/ANALYSIS

At the April 1, 2013 Council meeting, the City Council authorized staff to prepare an agreement with Mr. Jim Neikes to exchange property he owns at the base of Williamsport Road and in the 1st and Commercial Streets slide area, for property the City owns near West Kensington and Sonora Avenues. The City property (T8N, R9W Section 18AB, Tax lot 900) is approximately .62 acres, zoned R-1, single family residential use. The parcels are described in the exchange agreement prepared by City Attorney Blair Henningsgaard (attached). The exchange would allow for future realignment of Williamsport Road, should it be necessary, in order to facilitate additional traffic anticipated when the landfill is developed as a sports facility.

RECOMMENDATION

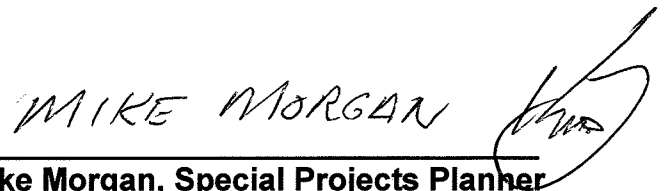
It is recommended that Council authorize the exchange of City property located near West Kensington and Sonora for property owned by Mr. Jim Neikes located at the base of Williamsport Road and in the vicinity of the 1st & Commercial slide area.

Submitted By



Ken Cook, Public Works Director

Prepared By



Mike Morgan, Special Projects Planner

**James Neikes Property
Williamsport Rd.**



Scale: 1"=70'



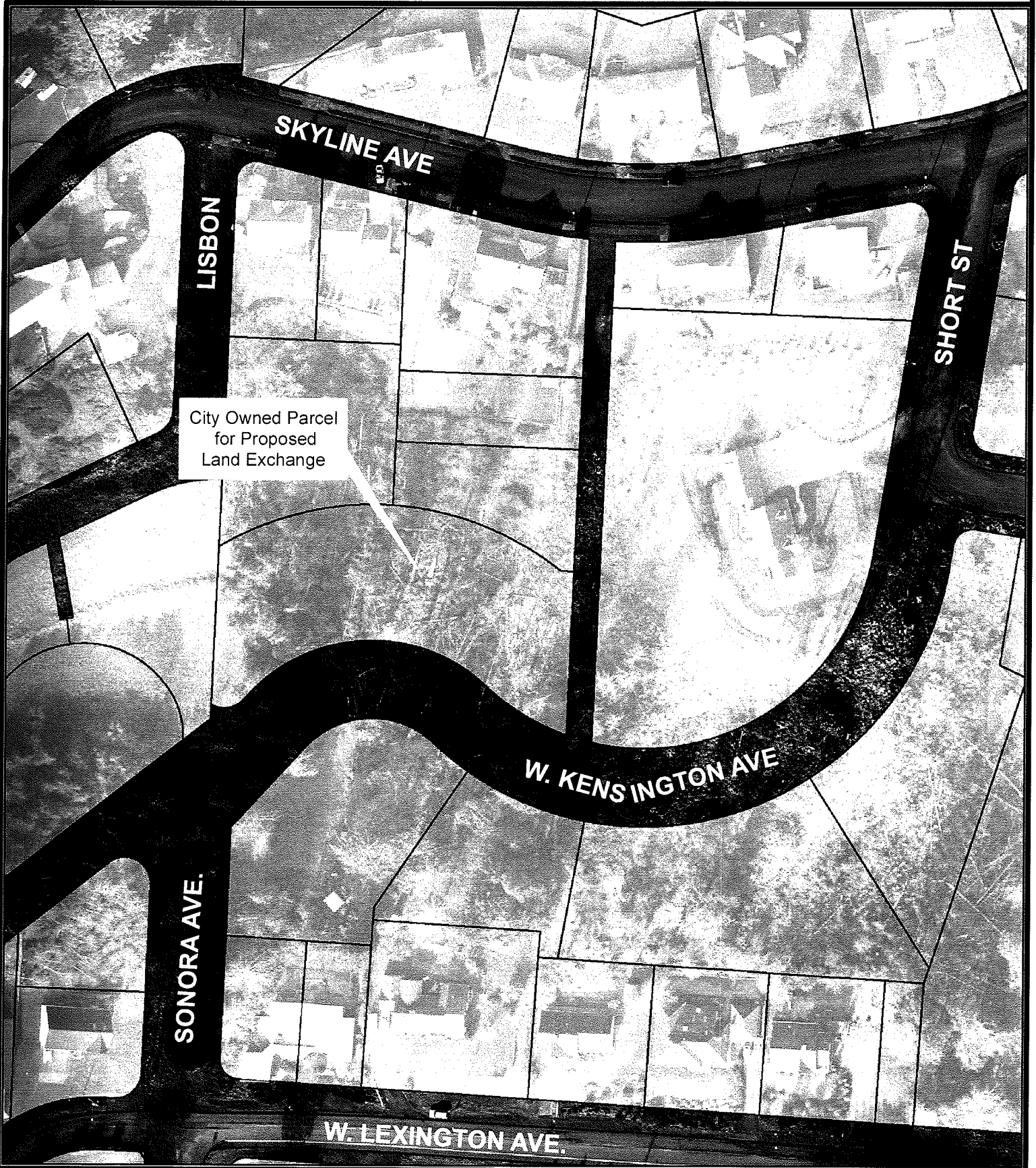
Proposed Land Exchange
80918AB0900
Lots 5,6,7,8,& 9, Block 9,
West Hills Subd.

City Property

Date: 4-18-13



Scale 1"=100'



REAL ESTATE EXCHANGE AGREEMENT

DATE: June ____, 2013

CITY: City of Astoria
1211 Exchange, Astoria, OR 97103

NEIKES: James J. Neikes
34755 Hwy 101 Business, Astoria, OR 97103

Recital

Subject to the terms and conditions contained herein City desires to transfer to Neikes and Neikes desires to transfer to City certain real property described in this agreement.

Agreement

Now, therefore, for valuable consideration, the parties agree as follows:

1. **Exchange.** City agrees to transfer to Neikes and Neikes agrees to accept title in fee simple to the property described as:

Lots 5, 6, 7, 8 and 9 Block 9 West Hills,
in the City of Astoria, Clatsop County Oregon

and in exchange Neikes agrees to transfer to City and City agrees to accept title in fee simple to the property described as:

Parcel 1.

Lots 1 and 8 Block 20 and Lots 1- 4 and 8 Block 21 Williamsport,
Clatsop County Oregon

Except any portion lying North of the South line of
Williamsport Road or within Hwy 202 (the Nehalem Highway).

Parcel 2.

The North ½ of Lot 9 and East 10 feet of Lot 8,

Hinmans Astoria, Clatsop County Oregon

2. Conditions

2.1 Each party's obligation to exchange the Property is contingent on satisfaction of each of the following conditions:

2.1.1 Each party's respective approval of its physical inspection of the property it is to receive, which may include, but shall not be limited to, geologic or hazardous waste inspections. Each party shall have until August 15, 2013 to complete this inspection of the Property.

2.1.2 Each party's respective approval of the legal title to the property it is to receive, which may include, but shall not be limited to, title reports or a review of records in the possession of the other party. Each party shall have until August 15, 2013 to complete this inspection.

2.2 Each party and their agents shall have full access to the property it is to receive for the purpose of conducting inspections. If either party is not satisfied, in its sole discretion, with the result of its inspections that party may terminate this Agreement by written notice to the other given at any time before the applicable date set forth above, in which event this agreement is void. If neither party gives such notice within the applicable time period, the respective conditions will be deemed satisfied or waived.

3. Deed. On the Closing Date, each party shall execute and deliver to the other a statutory bargain and sale deed, conveying their property free and clear of all liens and encumbrances.

4. Taxes. Each party shall be responsible for real property taxes on the property it transfers for the current tax year.

5. Possession. Each party shall be entitled to possession immediately upon closing.

6. Representations. Each party represents and warrants to the other as follows:

(1) No written notice has been received as to any liens to be assessed against the Property.

(2) No written notice has been received from any governmental agency of any violation of any statute, law, ordinance, or deed restriction,

rule, or regulation with respect to the Property.

(3) To the knowledge of each party, the Property has never been used for the storage or disposal of any hazardous material or waste. There are no environmentally hazardous materials or wastes contained on or under the Property and the Property has not been identified by any governmental agency as a site upon which environmentally hazardous materials or wastes have been or may have been located or deposited.

All representations and warranties contained in this Agreement will survive closing and the conveyance of the Property to Buyer.

7. Remedies. TIME IS OF THE ESSENCE REGARDING THIS AGREEMENT. If the conditions described in Section 2 above are satisfied or waived and the transaction does not thereafter close, before the close of business either party may pursue available remedies to enforce the terms of this agreement.

8. Attorney Fees. If an action is instituted to enforce any term of this Agreement, the prevailing party shall recover from the losing party reasonable attorney fees incurred in such action as set by the trial court and, in the event of appeal, as set by the appellate courts.

9. Notices. All notices and communications in connection with this Agreement shall be given in writing and shall be transmitted by certified or registered mail, return receipt requested, to the appropriate party at the address first set forth above. Any notice so transmitted shall be deemed effective on the date it is placed in the United States mail, postage prepaid. Either party may, by written notice, designate a different address for purposes of this Agreement.

10. Entire Agreement. This Agreement sets forth the entire understanding of the parties with respect to the purchase and sale of the Property. This Agreement supersedes any and all prior negotiations, discussions, agreements, and understandings between the parties. This Agreement may not be modified or amended except by a written agreement executed by both parties.

11. Applicable Law. This Agreement shall be construed, applied, and enforced in accordance with the laws of the state of Oregon.

12. Statutory Warning.

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009.

CITY OF ASTORIA:

NEIKES:

Dated: _____, 2013

Dated: _____, 2013



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

COMMUNITY DEVELOPMENT

June 5, 2013

TO: MAYOR, CITY COUNCIL

FROM:  PAUL BENOIT, CITY MANAGER

SUBJECT: ADOPTION OF THE 5-YEAR UPDATE TO THE PRE-DISASTER MITIGATION
PLAN ADDENDUM

Discussion / Analysis

At their October 20, 2008 meeting, Astoria City Council adopted a Pre-Disaster Natural Hazards Mitigation Plan and the City of Astoria Addendum. This Plan was developed in partnership with Clatsop County and Columbia River Estuary Studies Task Force (CREST). The purpose of the Plan was to increase the County's and City's resilience to natural hazards that could affect the region including earthquakes, floods, droughts, landslides, coastal erosion, tsunamis, windstorms, winter storms, wildfires, and volcanoes. City adoption of the Addendum opened doors for grant funding on projects that reduce risks posed by natural hazards in advance of a disaster. Also, adoption of the Addendum provided opportunities for additional grant funding on projects following a natural disaster. Each municipality within the County developed their own Pre-Disaster Mitigation Plan addendums which ultimately were incorporated into the County's Plan.

Prior to adoption by the City, two public meetings were held to gain input from community members. The first was held at on April 30, 2008 at the Seaside Convention Center and the second was held at the Clatsop Community College Performing Arts Center on May 1, 2008. City staff, City Council and community members participated at these events. The City Council discussed the Plan at their August 18, 2008 meeting prior to adoption in October 2008.

Staff was recently notified by the County that FEMA requires a five-year review and update of the County's Plan and recommends that the city Addendums also be updated if modifications are needed. If no modifications are required, cities would still need to readopt the Addendum by Resolution.

Staff from the Community Development, Public Works, Engineering, Police, Fire, and Parks Departments have reviewed the Addendum Plan and developed recommendations for updates to the Plan. A copy of the Astoria Addendum with tracked changes marked with new text as underlined and deleted text as ~~strikethrough~~ is attached along with a quick reference list of the proposed changes. Proposed changes are relatively minor in nature and update statistics such as number of buildings in flood zones, census data, Parks facilities,

buildings that have been seismically upgraded, and noting mitigation action items that have been completed since 2008.

Also attached to this memorandum is a draft resolution to adopt Astoria's Addendum. Clatsop County will follow a separate process to adopt their plan. Upon adoption of the Addendum, City staff will forward the approved resolution to the County for inclusion in the final County-wide draft to FEMA so that their final approval process can proceed.

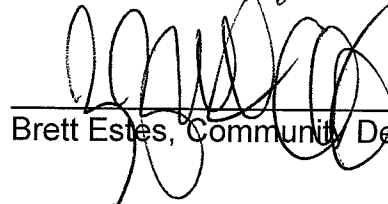
Recommendation

Staff recommends that the Council adopt the attached resolution formally adopting the updates to the Astoria Pre-Disaster Natural Hazards Mitigation Plan Addendum.

By:


Rosemary Johnson, Planner

Through:


Brett Estes, Community Development Director

RESOLUTION NO. 13-_____

A RESOLUTION OF THE CITY OF ASTORIA ADOPTING AMENDMENTS TO THE CITY OF ASTORIA
MULTI-JURISDICTIONAL NATURAL HAZARDS MITIGATION PLAN ADDENDUM

WHEREAS, the City of Astoria recognizes the threat that natural hazards pose to people and property within our community; and

WHEREAS, undertaking hazard mitigation actions will reduce the potential for harm to people and property from future hazard occurrences; and

WHEREAS, an adopted Natural Hazards Mitigation Plan is required as a condition of future funding for mitigation projects under multiple FEMA pre-disaster and post-disaster mitigation grant programs; and

WHEREAS, the City of Astoria fully participated in the FEMA-prescribed mitigation planning process to prepare the Multi-Jurisdictional Natural Hazards Mitigation Plan; and

WHEREAS, the Federal Emergency Management Agency, Region X officials approved the "*City of Astoria Multi-Jurisdictional Natural Hazard Mitigation Plan Addendum*" adopted by City Resolution No. 08-23 on October 20, 2008 as an official plan; and

WHEREAS, communities are required to re-adopt their *Multi-Jurisdictional Natural Hazard Mitigation Plan Addendum* for each five year period with any necessary updates and/or amendments;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASTORIA, that the City of Astoria adopts the "*City of Astoria Multi-Jurisdictional Natural Hazard Mitigation Plan Addendum*" with amendments as an official plan; and

BE IT FURTHER RESOLVED, that the City of Astoria will submit this Adoption Resolution to Clatsop County to be forwarded to the Oregon Office of Emergency Management and Federal Emergency Management Agency, Region X officials to enable the amended Plan's final approval.

Effective Date. The provisions of this Resolution shall become effective upon passage.

ADOPTED BY THE COMMON COUNCIL THIS ____ DAY OF _____, 2013.

APPROVED BY THE MAYOR THIS ____ DAY OF _____, 2013.

Mayor

ATTEST:

Paul Benoit, City Manager

ROLL CALL ON ADOPTION: YEA NAY ABSENT

Commissioner LaMear
 Herzog
 Mellin
 Warr

Mayor Van Dusen

SYNOPSIS OF AMENDMENTS TO PRE-DISASTER MITIGATION PLAN

June 2013

<u>Page</u>	<u>Proposed Change</u>
5	Included 2010 US Census population figure
12	Updated number of historic properties and number of schools (Gray Elementary changed to an alternative school; added TPJC)
13	Update Parks facilities to include ARC, Port of Play, and River Trail
15	Added the Bear Creek Dam Emergency Action Plan as an Existing Plan
17	Noted Towler Hall seismic upgrades completed in 2012.
18	Added that Public Safety Building completed seismic upgrades in 2013.
18	Noted that Flood Hazard Overlay Zone code was amended in 2009.
28	Noted Franklin Bridge was replaced in 2012 and Irving Avenue/19th Street Bridge is scheduled to be replaced in 2013-2015.
29	Noted date of current FEMA flood maps.
29	Updated number of buildings in flood zone to include: loss of 1 6th and 10 6th buildings, City sewer lagoon control system building, Bornstein tanks at Pier 2, Cannery Hotel storage building, and Port fish cleaning building at East Mooring Basin
30	Added new structures to those located in flood zones: Port River Trail extensions; East extension of River Trail in Alderbrook; 6th Street River Park; net pen trestle at Yacht Club.
33	Noted the additional slides in the 5th/6th/Duane Street area.
36	Added note that DOGAMI has new tsunami maps that increase the impact area within Astoria which should be completed in 2013-2014.
42	Noted the following completed or nearing completion projects: Public Safety Building seismic upgrades. Franklin Avenue Bridge was replaced in 2012 and Irving Avenue/19th Street Bridge is scheduled for replacement in 2013-2015. DOGAMI updates to tsunami maps proposed for adoption in 2014. LiDAR study completed in 2011 and pending implementation into a geologic hazard ordinance. Bear Creek Dam Emergency Action Plan was adopted in December 2012. Bear Creek Dam water lines were removed from the face of the dam and relocated below ground to reduce the vulnerability for failure.

City completed a timber harvesting project in 2012.

City completed a Shoreline Stabilization Plan in 2012 which is pending adoption.

Towler Hall seismic upgrades completed in 2012.

43

The following items were not identified as Action Items in 2008, but were completed to help reduce risks:

City installed floating reservoir covers on Water Reservoirs 2 & 3 in 2011.

The City installed a backup SCADA facility at 6th Street and Lexington Avenue in 2013. The existing building was seismically upgraded.

Volume III: City Addendum

City of Astoria

Overview

The City of Astoria developed this addendum to the Clatsop County Multi-jurisdictional Natural Hazards Mitigation Plan in an effort to increase the community's resilience to natural hazards. The addendum focuses on the natural hazards that could affect Astoria, Oregon, which include: Coastal Erosion, Drought, Earthquake, Flood, Landslide, Tsunami, Volcano, Wildfire, Windstorm, and Winter Storm. It is impossible to predict exactly when disasters may occur, or the extent to which they will affect the City. However, with careful planning and collaboration among public agencies, private sector organizations, and citizens within the community, it is possible to minimize the losses that can result from natural hazards.

The addendum provides a set of actions that aim to reduce the risks posed by natural hazards through education and outreach programs, the development of partnerships, and the implementation of preventative activities such as land use or watershed management programs. The actions described in the addendum are intended to be implemented through existing plans and programs within the City.

The addendum is comprised of the following sections: 1) How was the Addendum Developed? 2) Community Overview; 3) Risk Assessment; 4) Action Items; 5) Supporting Documents.

How was the Addendum Developed?

In Fall 2006, the Oregon Partnership for Disaster Resilience (OPDR) at the University of Oregon's Community Service Center partnered with Oregon Emergency Management (OEM) and Clatsop and Lincoln Counties to develop a Pre-Disaster Mitigation Planning Grant proposal. Each county joined The Partnership by signing (through their County Commissions) a Memorandum of Understanding for this project. FEMA awarded the Oregon Coast Region a grant to support the development of multi-jurisdictional natural hazard mitigation plans for the two counties and the cities therein.

The Columbia River Estuary Studies Taskforce (CREST) was hired by Clatsop County to lead the development of the County's Multi-Jurisdictional plan. A graduate student with OPDR assisted CREST with data collection and plan writing to support the development of the County's Community Overview and Risk Assessment as well as similar components for the City addendums.

The City of Astoria's Community Development Director served on the Countywide Steering Committee which helped guide the development of the County's plan. A work session was held with City of Astoria staff on February 13, 2008 to develop this City-specific addendum. OPDR facilitated this work session to gather information for the City's risk assessment. The following City departments were represented during this work session:

- Astoria Community Development Department;
- Astoria Public Works Department; and
- Astoria Fire Department.

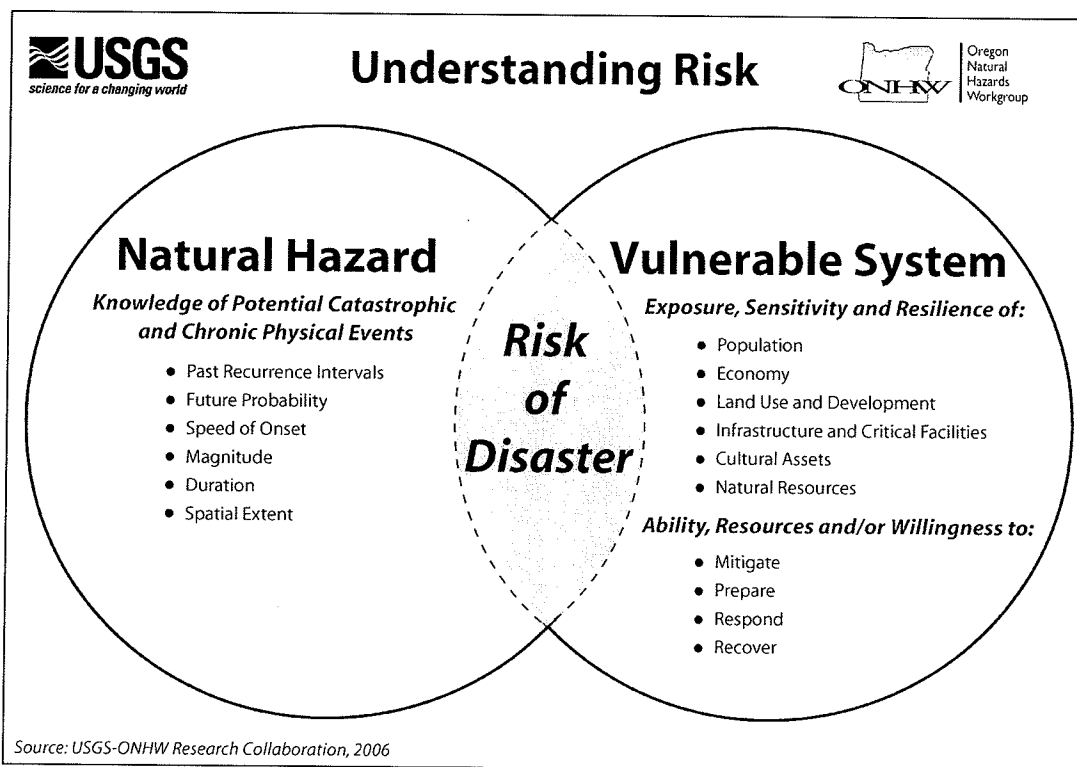
Clatsop Community College also participated in the Countywide Steering Committee and attended the Astoria work sessions. Potential mitigation projects for the Community College will be included in this addendum.

The City of Astoria adopted the Clatsop County Multi-Jurisdictional Natural Hazard Mitigation Plan via resolution on October 20, 2008. The first amendment to the Plan was adopted via resolution on June 17, 2013.

Community Overview

The following section describes the City of Astoria from a number of perspectives in order to help define and understand the City's sensitivity and resilience to natural hazards. Sensitivity factors can be defined as those community assets and characteristics that may be impacted by natural hazards, (e.g., special populations, economic factors, and historic and cultural resources). Community resilience factors can be defined as the community's ability to manage risk and adapt to hazard event impacts (e.g., governmental structure, agency missions and directives, and plans, policies, and programs). The information in this section represents a snapshot in time of the current sensitivity and resilience factors in the City when the plan was developed. The information documented below, along with the hazard assessments located in the Hazard Summary, should be used as the local level rationale for the City's risk reduction actions. The identification of actions that reduce the City's sensitivity and increase its resilience assist in reducing overall risk, or the area of overlap in Figure 1 below.

Figure 1 Understanding Risk



Source: USGS - Partnership for Disaster Resilience Research Collaborative, 2006.

Geography & Climate

Located at the mouth of the Columbia River, Astoria is located in the northwestern corner of Clatsop County. The climate in the City of Astoria is moderate. The monthly average temperatures range from highs around 69 degrees and lows around 60 degrees in July and August, to highs around 48 degrees and lows around 36 degrees in December and January. The City receives approximately 66 inches of rain annually. Monthly precipitation averages range from 10 inches during the wetter months of November through January, to around 1 inch during the drier summer months of June through August.ⁱ

Population & Demographics

Astoria is the oldest American settlement west of the Rockies, dating from the fur trading post set up by John Jacob Astor's men in 1811. From 1813 to 1818, the British owned Astoria and it was known as Fort George. In 1818, a treaty with England established joint occupation of the Oregon Country, as it was called then. The boundary was set at the 49th Parallel. The British did not completely abandon Astoria until 1846. A hundred years ago,

Astoria was the second largest City in Oregon with a population of 8,975. The population now is just over 10,000.ⁱⁱ

In 2000, the City was home to 9,813 permanent residents, which makes up approximately 28% of Clatsop County's total population.ⁱⁱⁱ The City population has remained steady for most of its history, hovering around 10,000. Table 1 shows the City's population since 1980.

Table 1 Population Growth, City of Astoria, 1980-2000

Census	Population	Percent Change
1980	9,998	---
1990	10,069	0.70%
2000	9,813	-2.50%
2010	9,477	-3.42%

Form

Source: US Census

Disaster impacts (in terms of loss and the ability to recover) vary among population groups following a disaster. Historically, 80% of the disaster burden falls on the public. Of this number, a disproportionate burden is placed upon special needs groups, particularly children, the elderly, the disabled, minorities, and low income persons. In Astoria, more than 8% of the City's population speaks a language other than English as their primary language. In 2000, 15.9% of all individuals and 11.6% of families in the Astoria were living below the federal poverty level.^{vi} More information on special needs populations is shown in Tables 2 through 4.

Table 2 Population by Age, City of Astoria, 2000

Age	Percent
Under 5 years	6.4 %
5 to 9 years	6.1 %
10 to 14 years	7.2 %
15 to 19 years	7.1 %
20 to 24 years	6.3 %
25 to 34 years	12.3 %
35 to 44 years	14.1 %
45 to 54 years	15.7 %
55 to 59 years	5 %
60 to 64 years	3.7 %
65 to 74 years	7.4 %
75 to 84 years	6 %
85 years and over	2.5 %

Source: US Census, 2000

Table 3: Poverty Distribution by Age Group, City of Astoria, 2000

Age	Percent Below Poverty Level
Under 5 years	1.9%
5 years	0.5%
6 to 11 years	1.8%
12 to 17 years	1.2%
18 to 64 years	9.1%
65 to 74 years	0.6%
75 years and over	0.9%

Source: US Census, 2000

Table 4: Disabled Population, City of Astoria, 2000

Age	Percentage
5-20 years	6%
21-64 years	17.8%
65 years and over	48.6%

Source: US Census, 2000

Employment & Economics

Historically, the economy of Astoria has been largely based on fishing, fish processing, and lumber. Both the fish processing (canneries) and timber industries have declined in the last few decades. Though these areas continue to contribute to the City's economy, tourism and government services are the main economic activities. The Port of Astoria also serves as a docking site for cruise ships with 19 dockings scheduled for 2008.^{iv}

Table 5 Employment by Industry, City of Astoria, 2000

INDUSTRY	Percent
Educational, health and social services	22.0
Retail trade	15.4
Arts, entertainment, recreation, accommodation and food services	14.1
Manufacturing	7.8
Public administration	6.5
Construction	6.3
Finance, insurance, real estate, and rental and leasing	4.8
Other services (except public administration)	4.8
Professional, scientific, management, administrative, and waste management services	4.4
Transportation and warehousing, and utilities	4.2
Wholesale trade	3.3
Agriculture, forestry, fishing and hunting, and mining	3.3
Information	3.1

Source: US Census, 2000

Median income can be used as an indicator of the strength of the region's economic stability. In 1999, the median household income in Astoria was \$33,011.^v This is almost \$9,000 below the 1999 national median household income of \$41,994, and around \$3,000 below the \$36,301 median household income for Clatsop County.^{vi} Although it can be used to compare areas as a whole, this number does not reflect how income is divided among area residents.

Housing

Housing type and age are important factors in mitigation planning. Certain housing types tend to be less disaster resistant and warrant special attention: mobile homes, for example, are generally more prone to wind and water damage than standard stick-built homes. Generally the older the home is, the greater the risk of damage from natural disasters. This is because stricter building codes have been developed following improved scientific understanding of plate tectonics and earthquake risk. For example, structures built after the late 1960s in the Northwest and California use earthquake resistant designs and construction techniques. In addition, FEMA began assisting communities with floodplain mapping during the 1970s, and communities developed ordinances that required homes in the floodplain to be elevated to one foot above Base Flood Elevation.

In 2000, Astoria had 4,860 housing units. Of those, 45% (2,187) were owner occupied, 42.2% (2,055) were renter occupied, and 12.8% were vacant.^x Nearly 90% of the City's housing stock was built prior to 1980, before

stronger seismic building codes were put into place. Other housing characteristics for Astoria are provided in Tables 6 and 7.

Table 6: Housing Type, City of Astoria, 2000 Housing

Housing Type	Percentage
Single-Family	60.1 %
Multi-Family	18.1 %
Mobile home	1.2 %
Boat, RV, van, €	0.4 %

Source: US Census, 2000

Table 7: Housing Structure Age, City of Astoria, 2000

Year Built	Percent of Structures
1980-2000	10.9%
1960-1980	14.7%
Before 1960	74.4%

Source: US Census, 2000

Land Use & Development

Development in Astoria spreads mostly to the east and west along the Columbia River from the downtown area. The downtown area has itself seen much revitalization and new construction in recent years. Residential development is also located south of downtown; additional growth is limited by water bodies and designated 'land reserve.^{vii}' The City's Comprehensive Plan identifies land use needs within the City and the Urban Growth Boundary.

The City of Astoria is in the process of conducting a buildable lands inventory.

Clatsop County Multi-Jurisdictional Natural Hazard Mitigation Plan

Transportation

Two major transportation routes run through Astoria, Federal Highways 30 and 101. Highway 30 runs east to west and Highway 101 runs north and south over bridges leading into and out of Astoria over the Columbia River to the north and Young's Bay to the south. State Highway 202 runs along the southern edge of the City.

Transportation is an important consideration when planning for emergency service provisions. Growth within the City will put pressure on both major and minor roads, especially if the main mode of travel is by single occupancy vehicles. Figures 5 and 6 are the Oregon Department of Transportation maps for Astoria.

Source: Oregon Department of Transportation

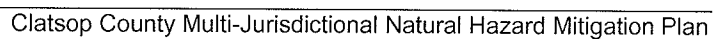
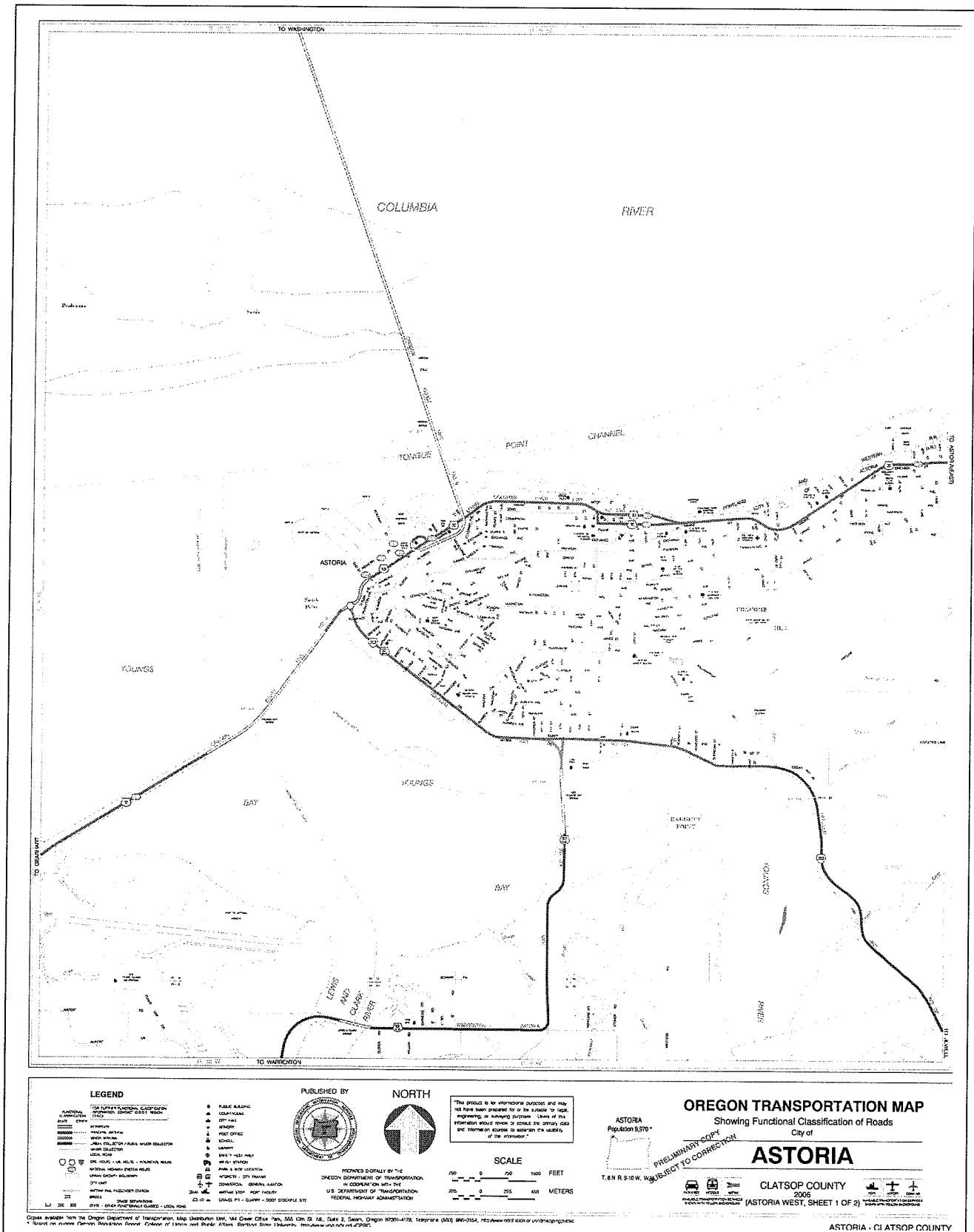


Figure 6. Astoria Transportation Map – West, 2006

Source: Oregon Department of Transportation



Critical Facilities & Infrastructure

Critical facilities are those that support government and first responders' ability to take action in an emergency. They are a top priority in any comprehensive hazard mitigation plan. Individual communities should inventory their critical facilities to include locally designated shelters and other essential assets, such as fire stations, public works shops, and water and waste water treatment facilities. Astoria has 2 fire stations, 1 hospital, 23 public elementary schools, 1 middle school, 1 high school, 1 alternative school, 1 community college, and 1 Job Corps training center and 1 private school.

Historic & Cultural Resources

Historic and cultural resources such as historic structures and landmarks can help to define a community and may also be sources of tourism dollars. Because of their role in defining and supporting the community, protecting these resources from the impact of disasters is important.

The City's Historic Inventory, dated ~~January 2008~~October 2012, includes the following historic resources:

- 5 Museums;
- 40 places on the National Register of Historic Places;
- 2 National landmarks (Fort Astoria site & Lightship Columbia);
- 3 National Register Historic Districts (Uniontown-Alameda, Downtown, and Shively McClure).
- 6 Historic Sites (Taylor School; Shively Park; Tidal Rock (Local Landmark in DNRHD); First US Post Office West of the Rocky Mountains (Local Landmark in SMNRHD); Fort Astoria (also noted as National Landmark, DNRHD); 14th Street Ferry Landing (Local Landmark);
- 1 Historic Reconstruction (First US Customhouse West of the Rocky Mountains) and
- Local Historic Register including 9099 individual designations and 748757 historic properties.

Government Structure

The City Council is the policy making body for the City of Astoria. Members of the Council serve as Council representatives on many boards and commissions of the City, other local governments, agencies, and the State. The Mayor appoints all City Boards and Commissions. The Mayor and Councilors appoint the City Manager, City Attorney, and Municipal Judge. The City Manager appoints all other City employees.

The City of Astoria currently has the following departments^{viii}:

City Manager's Office: The City Manager is responsible for overall City administration and the supervision of seven department heads including: Finance, Community Development, Parks and Community Services, Library, Fire, Police and Public Works/Engineering. The City Manager is responsible to the City Council. The staff consists of the City Manager, an Executive Secretary, and a Human Resources Administrator.

Community Development Department: The Community Development Department is responsible for economic development, land use planning, zoning administration, building inspection, and historic preservation. The Department provides staff support to the Planning Commission (APC), the Historic Landmarks Commission (HLC), the Design Review Committee (DRC), and the Traffic Safety Advisory Committee (TSC). The Department administers both the City Comprehensive Plan and the Development Code. The Department also administers the City's Building Inspection Program.

Public Works Department: The Public Works Department is the largest department within the City of Astoria. Major areas of responsibility include: water treatment and distribution; waste water collection and treatment; street maintenance; engineering services; sanitation/recycling services; fleet maintenance for all City vehicles; forestry management; City facility maintenance; railroad maintenance; and mapping with Geographic Information Systems (GIS).

Finance Department: The Finance Department offers a wide variety of services to the general public and to other departments of the City. The major activities include: utility billing, cashiering, accounts receivable, payroll, purchasing, accounts payable, data processing, financial planning, budget preparation, cash management, parking control, and maintenance of official City records.

Fire Department: The Astoria Fire Department is responsible for fire suppression and emergency medical response, which is coordinated with the local ambulance service (Medix). The department also contracts with the Tongue Point Job Corps Center, Coast Guard property at Tongue Point along with USCG cutters Alert and Steadfast to offer fire suppression and emergency medical services.

Police Department: The Astoria Police Department provides law enforcement services for the City's residents and visitors 24 hours every day and places particular emphasis on responding to the community's calls for service, investigating crimes and traffic enforcement. In addition, the Police Department also includes 911 and dispatch services.

Parks and Community Services Department: The Parks and Community Services Department oversees parks and recreation activities for the City. The City has six historic sites, one caretaker home, three community halls, one maritime memorial park, six general use parks, one senior center, one indoor aquatic center, two recreation centers, five public restroom

buildings, three tennis courts, eight playgrounds, ten ball fields, four basketball courts, one boat launch ramp/fishing dock, River Trail, and seven miscellaneous locations including urban forest trails, all of which are maintained by this department.

Astoria Public Library: The Astoria Public Library collects, preserves, and administers organized collections of books and related materials, promotes their efficient use, provides a public meeting place for discussion and reading, and extends the cultural life of the community. The Library Advisory Board, appointed by the Mayor, assists with the development of library policies. The City Council approves these policies and the library staff implements them.

Existing Plans, Policies and Community Organizations

Communities often have existing plans and policies that guide and influence land use, land development, and population growth. Such existing plans and policies can include comprehensive plans, zoning ordinances, and technical reports or studies. Plans and policies already in existence have support from local residents, businesses and policy makers. Many land-use, comprehensive, and strategic plans get updated regularly, and can adapt easily to changing conditions and needs.^{ix}

The City of Astoria's Natural Hazards Mitigation Plan Addendum includes a range of recommended action items that, when implemented, will reduce the City's vulnerability to natural hazards. Many of these recommendations are consistent with the goals and objectives of the county's existing plans and policies. Linking existing plans and policies to the Natural Hazards Mitigation Plan helps identify what resources already exist that can be used to implement the action items identified in the Plan. Implementing the natural hazards mitigation plan's action items through existing plans and policies increases their likelihood of being supported and getting updated, and maximizes the City's resources.

The following table documents the plans and policies already in place in Astoria.

Table 8 Existing Plans, City of Astoria

Name	Date of Last Revision	Author/ Owner	Description	Relation to Natural Hazard Mitigation
City of Astoria Development Code/Zoning Ordinances	Feb-07	City of Astoria	The purpose of the Development Code is to promote orderly city growth, conserve and stabilize property value, encourage appropriate land use and establish standards for population density. It provides for adequate open space, fire and police protection, avoidance of traffic congestion; it also promotes and protects public health, safety, convenience and general welfare.	<p>Article 2 The Flood Hazard Overlay Zone regulates the use of those areas subject to periodic flooding, to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions</p> <p>Article 3 Erosion Control and Stormwater Management - The purpose of this ordinance is to : 1) minimize impacts associated with excavation and grading. 2) minimize the erosion of land during clearing, excavation, grading, construction and post-construction activities. 3) prevent the transport of sediment and other soil borne pollutants into the Columbia River estuary and its tributaries, wetlands and riparian areas. 4) prevent the transport of sediment onto adjacent property and into City rights of way and storm systems. 5) prevent unnecessary clearing, excavation, and stripping of land, and 6) to reduce the amount of soil exposure during construction</p> <p>Article 4 Columbia River Estuary and Shoreland Regional Standards - The purpose of this article is to establish use and activity standards for developments in Columbia River estuary aquatic areas and shorelands.</p> <p>Article 5 establishes impact assessment and resource capability standards</p>
Astoria Transportation Systems Plan	Jul-99	City of Astoria	<p>The TSP has been completed to help provide direction for transportation systems in the Astoria urban area over the next 20 years, as well as to meet federal, state and local transportation planning requirements.</p> <p>Transportation refinement plans were developed for the following areas of the City: Astoria Gateway TGM 7/99, East Gateway TSP 2/07, and Port/Uniontown TRP 2/07</p>	Mitigation principles and strategies can be incorporated into Transportation Systems Plan to protect key transportation infrastructure from natural hazards
City of Astoria Comprehensive Plan		City of Astoria	To anticipate and plan for future land use within the City of Astoria.	Section CP 390 - 400 "Geologic and Flood Hazards" outlines limitations and regulations abided by in regard to flooding, landslides, erosion, storm water, and development on steep slopes. The identification and prioritization of specific areas subject to each hazard can help in crafting action items.
Water Supply Master Plan		City of Astoria	The water supply master plan insures that future water supplies are adequate for the expected growth of the City of Astoria	A water supply master plan can be used to implement mitigation activities related to vulnerable water infrastructure
Water Distribution Master Plan		City of Astoria	The water distribution master plan evaluates existing systems and assists in planning for future expansion and growth.	A water distribution master plan can be used to implement mitigation activities related to vulnerable water infrastructure.
Wastewater Treatment Master Plan		City of Astoria	The purpose of this study is to provide a long range planning of the wastewater system improvement needs to meet the growing demand for sewer services.	A wastewater treatment master plan can be used to implement mitigation activities related to vulnerable wastewater infrastructure.
Bear Creek Dam Emergency Action Plan	Dec 2012	City of Astoria	<u>The purpose of this EAP is to establish procedures to reduce the risk to human life and minimize damage to property in the event of an unusual or emergency situation at Bear Creek Dam.</u>	<u>The EAP establishes procedures in the event of an emergency situation at the Dam to help people with limited emergency experience to act decisively.</u>

The following are excerpts from the City's Comprehensive Plan that describe actions related to natural hazard vulnerability and risk.

- CP.400 Geologic and Flood Hazard Policies

1. The City will take reasonable precautions to protect life and property from natural hazards or disasters, through the use of the City Flood Hazards Ordinance (Ord.78-06), the Uniform Building Code, and the policies for the management of geologic hazard areas.
2. Where it appears a landslide, or other earth movement hazard may be present, the approval of the City Engineer and/or Planning Commission may require a site investigation and report by a City approved licensed engineering geologist or soils engineer in such cases.
3. Land divisions in areas of steep slopes, unstable soils, weak foundation soils, or landslide potential will be permitted only after a favorable site investigation report has been completed.
4. Detailed drainage plans showing the location of proposed storm water disposal will be a part of building permit or land division applications.
5. Clustering of development on steep or less steep portions of sites is encouraged in order to maintain steeper slopes in their natural condition.
6. General development policies for areas of steep slopes will be as follows:
7. Construction excavation will be held to a minimum necessary to build footings efficiently
8. Removal of vegetation will be kept to the minimum necessary for the placement of roads, utilities, and structures. Erosion control measures as required by the City Engineer will be employed during and after construction.
9. Access roads and driveways will be constructed with a minimum amount of grading.
10. No development will be allowed to block stream drainages in any area or divert storm water across adjacent property.
11. Where necessary, the City Engineer may require certification by a professional engineer or architect to accompany building plans.

Community Organizations and Programs

Social systems can be defined as community organizations and programs that provide social and community-based services, such as health care or housing assistance, to the public. In planning for natural hazard mitigation, it is important to know what social systems exist within the community because of their existing connections to the public. Often, actions identified by the plan involve communicating with the public or

specific subgroups within the population (e.g. elderly, children, low income). The County and its cities can use existing social systems as resources for implementing such communication-related activities because these service providers already work directly with the public on a number of issues, one of which could be natural hazard preparedness and mitigation.

The County-wide Community Organizations and Programs table can be found in Section 2: Community Overview of the Clatsop County Multi-Jurisdictional Natural Hazard Mitigation Plan. The table highlights organizations that are active within the County and may be potential partners for implementing mitigation actions.

Existing Mitigation Activities

Existing mitigation activities include current mitigation programs and activities that are being implemented by the community in an effort to reduce the community's overall risk to natural hazards. Documenting these efforts can assist participating jurisdictions better understand risk and can assist in documenting successes.

- MULTI-HAZARD - Astoria Builders Supply Co. designed their new building (1777 Marine Drive) to be resistant to both flood and windstorms by elevating the building and utilizing hurricane building design concepts.
- MULTI-HAZARD - Current Oregon Codes / International Codes adopted for seismic and wind resistance requirements.
- MULTI-HAZARD - Public awareness and education efforts.
- MULTI-HAZARD - Community Emergency Response Team training for neighborhood disaster readiness and personal/home structural and non-structural mitigation efforts.
- MULTI-HAZARD - Columbia Memorial Hospital has placed a trailer on-site at the Middle School for storage of non-invasive medical supplies. In addition, the hospital purchased two generators. These generators would provide minimum emergency power if needed.
- EARTHQUAKE - Clatsop Community College's Jerome Avenue campus has completed renovations to the Student Services Center and subject to grant funding, ~~will be renovating~~ Towler Hall was renovated in 2012 to bring the buildings to current seismic codes.
- EARTHQUAKE - Lewis and Clark Elementary School was built in 2002 and conformed to seismic building codes in place at that time. Projects at the high school included construction of a new gymnasium and student commons built to current seismic codes.

Astor Elementary and Gray Elementary were renovated to bring the buildings into compliance with current building codes.

- EARTHQUAKE - The City received a State Office of Emergency Management grant to upgrade the Public Safety Building that houses police, fire, EOC, and the 911 dispatch center. That project is 99% complete in 2013 and will bring the facility to immediate occupancy seismic standards.
- FLOOD - Special Design Consideration of storm drains to minimize blockage. Public Works proactively checks storm basins and keeps them clean of debris to help minimize urban flooding. In addition, they've installed stormwater drains with cow catcher shaped grills that help divert debris out of the way.

Figure 5. Stormwater drains – Astoria, Oregon



Source: City of Astoria Public Works

- FLOOD - The City of Astoria has adopted a Flood Hazard Overlay Zone that regulates the use of those areas subject to periodic flooding, to promote public health, safety and general welfare and to minimize public and private losses due to flood conditions. The Code was updated in 2009.
- FLOOD - Many residential structures in low areas of town built to be flood resistant with unoccupied/unfinished first floors and main living area on 2nd and 3rd floor.
- FLOOD - Requirements for down-spouts/rain water to be directed to streets and storm drains to help control ground saturation.
- LANDSLIDE - The City has drafted a Geologic Hazard and Hillside Development Ordinance which will guide development related to earthquakes and landslides. The ordinance has yet to be adopted. The City also has requirements for comprehensive geo-

technical reports prior to construction. The City has also purchased lands associated with historic landslides and is using them as parks and open space. A map showing past slides can be found within City records as well.

- WINDSTORM – New roofs were placed on Astor Elementary, Gray Elementary and the high school. The new roofs were rated for 100 mph winds and have a 20 year life.
- WILDFIRE – Significant upgrades were made to the electrical and lighting systems at the Middle School. Lewis and Clark Elementary and Gray Elementary were completely sprinkled while upgrades to the fire alarm systems were made at other schools.
- WILDFIRE – The City is participating in the development of a county-wide Community Wildfire Protection Plan to address the risks posed by wildfire.

Risk Assessment

The following hazards have been addressed in the Clatsop County Multi-Jurisdictional Natural Hazard Mitigation Plan. The City of Astoria reviewed the County's plan during a work session on February 12, 2008 and assessed how Astoria's risks vary from the risks facing the entire planning area.

Coastal Erosion

Astoria's location on Young's Bay makes it susceptible to coastal erosion. City of Astoria staff indicated that the **extent** of the coastal erosion hazard is limited to those lands directly adjacent to Young's Bay on the south side of town. These **locations** are highlighted in Figure 6 below.

Little data exists for **previous occurrences** of coastal erosion in Astoria. Significant erosion events took place along the Oregon coast during: El Nino events in 1982-1983 and 1997-1998 and winter storm events in 1998-1999. These events have been cited as the most significant examples of coastal retreat in the last three decades. × The Clatsop County Multi-Jurisdictional Natural Hazard Mitigation Plan did not rank the **vulnerability** or **probability** of coastal erosion.

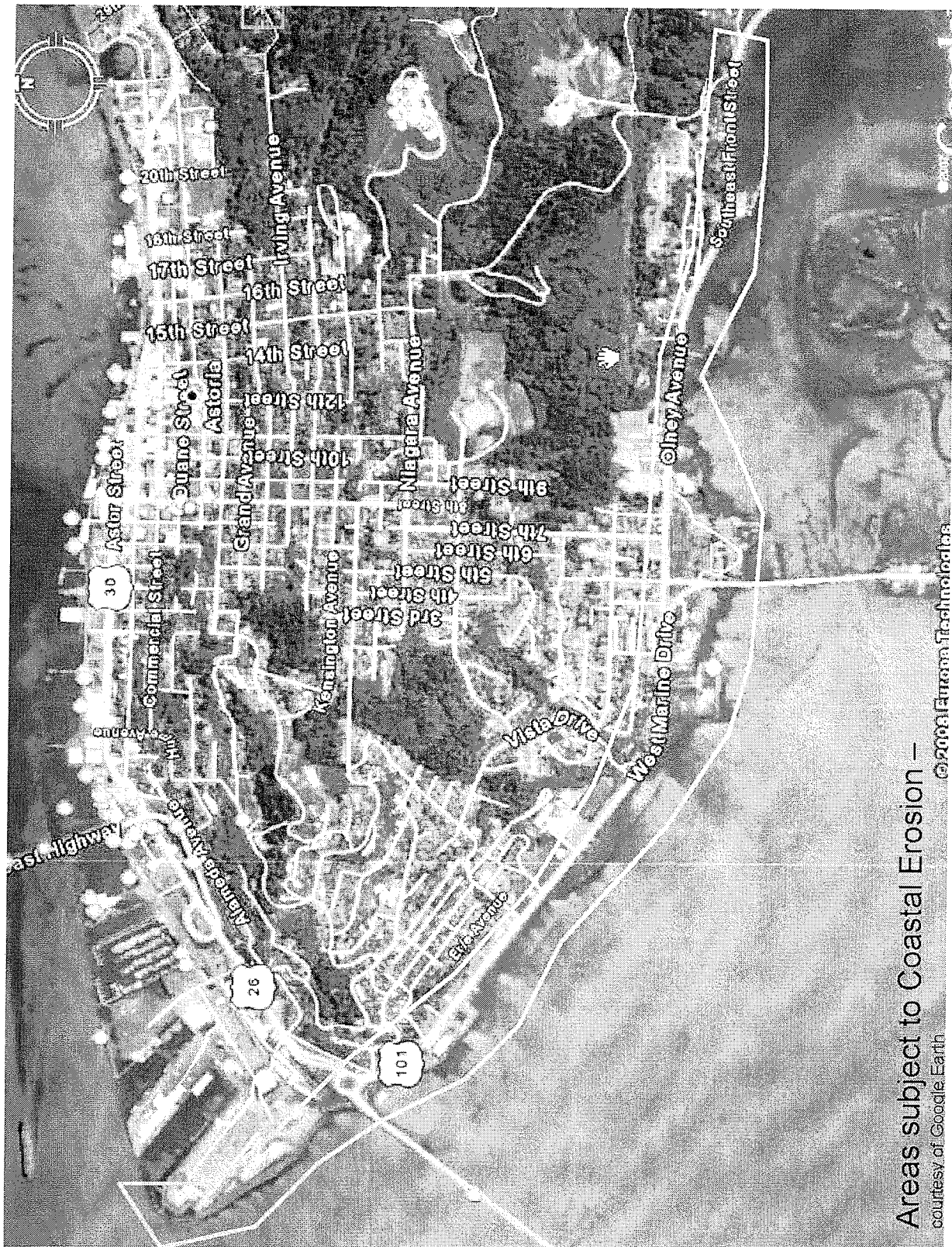
According to a brochure developed by CREST, erosion can have the following **community impacts**:

- Loss of property;
- Threatens near shore buildings and other structures;
- Degrades aquatic and riparian habitats;
- Reduces water clarity, light penetration and plant productivity;

- Causes warming of the stream/river;
- Releases nutrients which could stimulate undesirable plant and algae growth;
- Affects fish feeding, spawning, and gill function; and
- Changes bottom substrate, reduces channel capacities, increases flooding.

Figure 6. Areas subject to Coastal Erosion

Source: Astoria Staff – February 13, 2008 Work Session



Areas subject to Coastal Erosion –
courtesy of Google Earth

© 2008 Google Technology

Drought

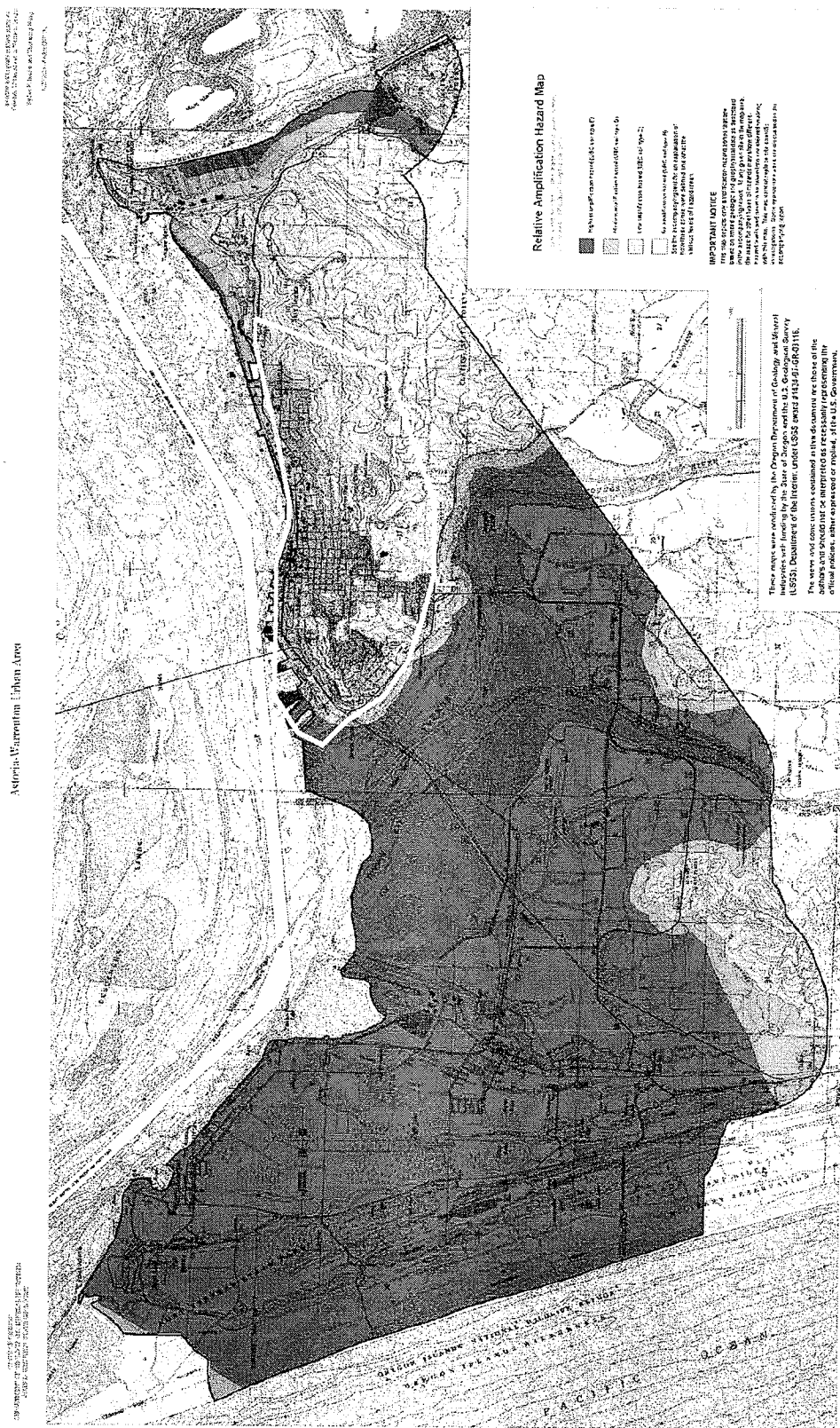
The Clatsop County Multi-Jurisdictional Natural Hazard Mitigation Plan adequately addresses the drought hazard for the City of Astoria. The **location, extent, previous occurrences, vulnerability, and probability** for drought in Astoria are the same as the County. City staff did indicate that the most significant **community issue** would be a lack of water, but that the City does have adequate storage capabilities. Staff also indicated that in the 1980's a drought prompted the City to implement voluntary water restrictions. In addition, drought conditions can also increase the probability of wildfires.

Earthquake

Astoria's location along the Oregon Coast makes it susceptible to earthquakes, especially a Cascadia Subduction Zone earthquake. The **extent** of the earthquake hazard includes the entire community of Astoria, although damage from an earthquake may be more severe in the downtown area where buildings are old and sit on fill that has liquefaction potential.

The following earthquake hazard maps were developed by the Department of Geology and Mineral Industries. The figures illustrate the **location** of the amplification, liquefaction, earthquake induced landslide, and relative earthquake hazards in both Astoria and Warrenton.

Figure 7. Amplification hazard – Astoria-Warrenton, Oregon



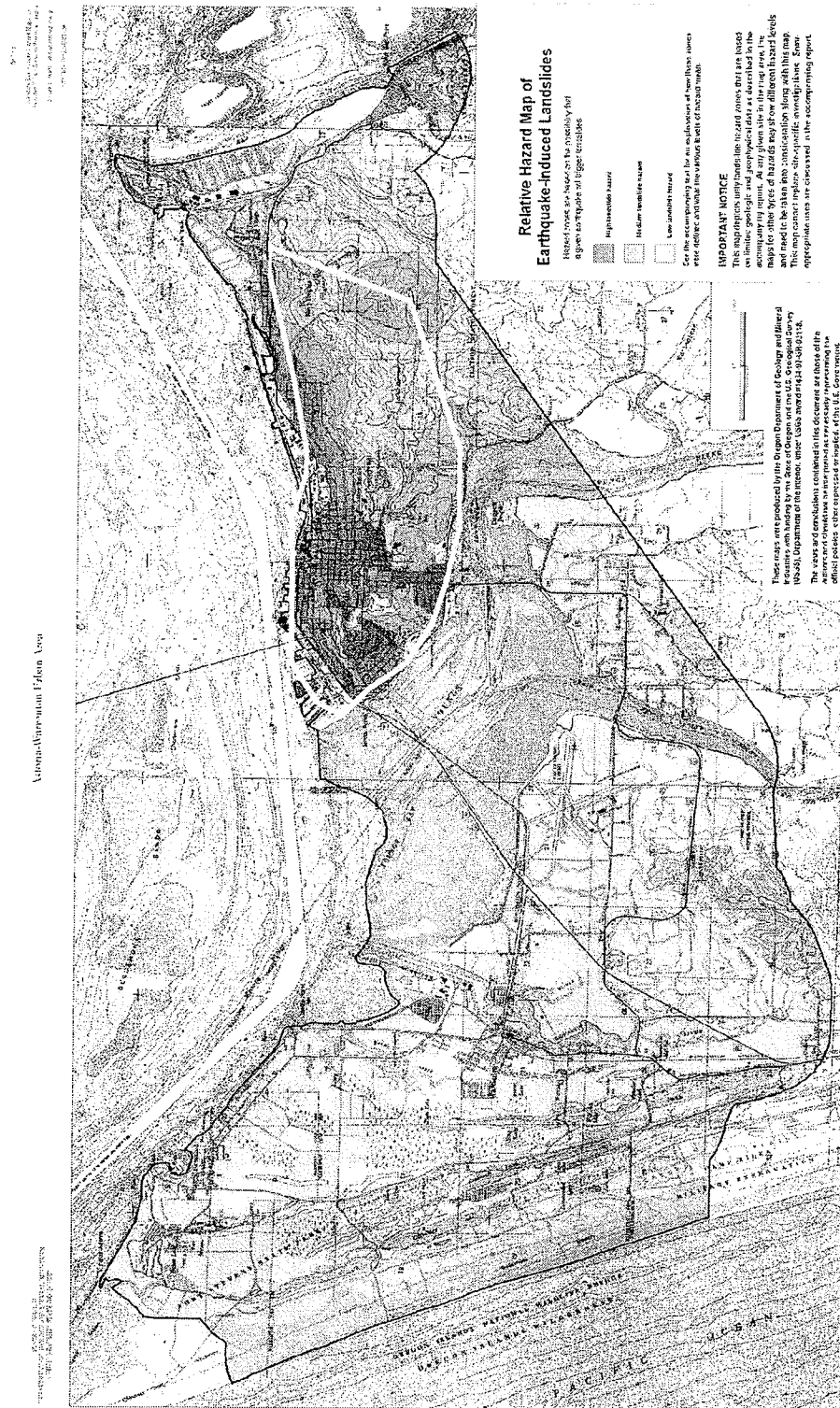
Source: IMS-10 Department of Geology and Mineral Industries, 1999.

The yellow line roughly represents the City of Astoria. The majority of the city is located in areas of low amplification hazards. Lands located immediately adjacent to the Columbia River and Young's Bay have a moderate or high risk of amplification.

Source: IMS-10 Department of Geology and Mineral Industries, 1999.



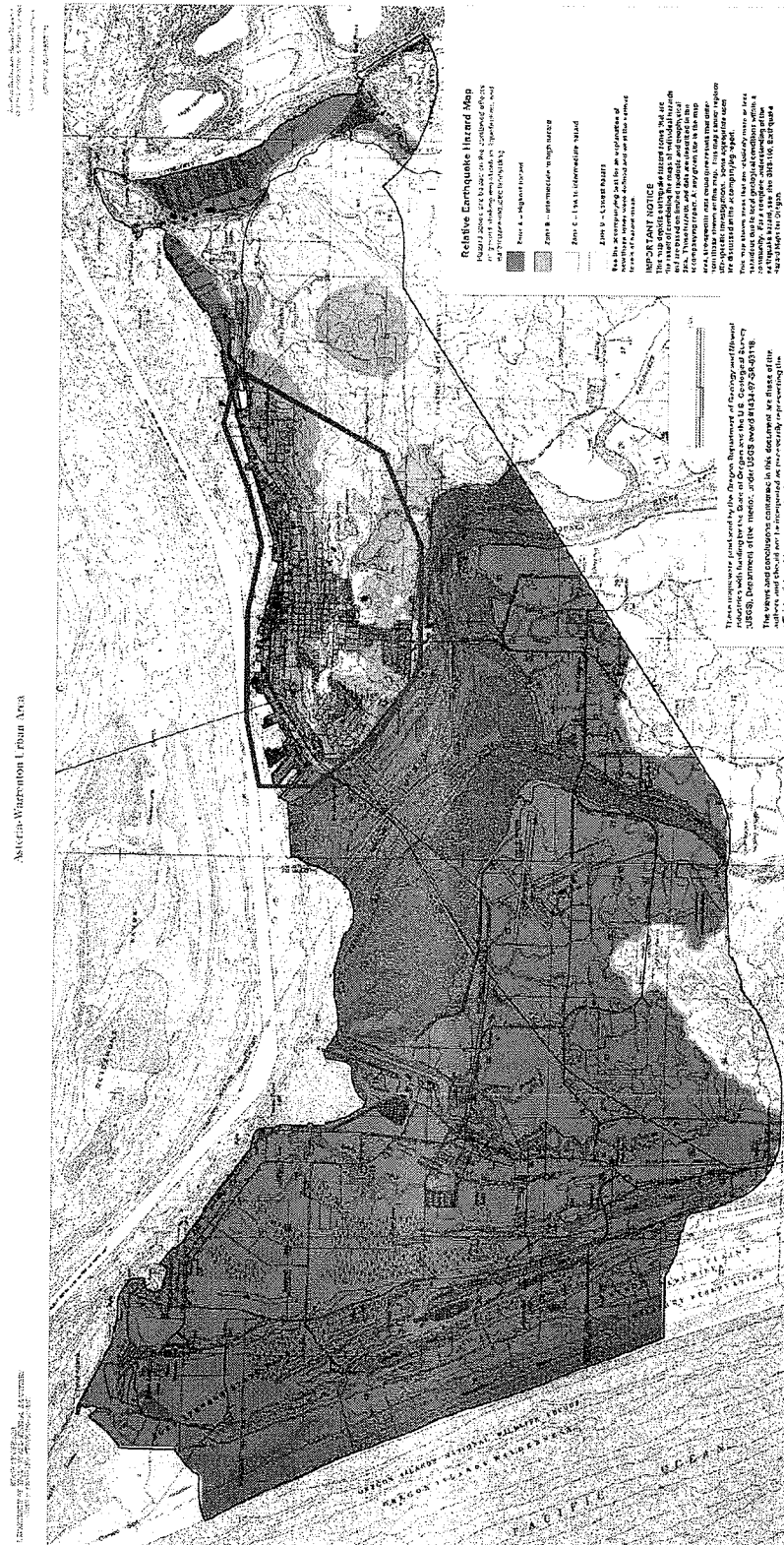
Figure 9. Earthquake Induced Landslide hazard – Astoria-Warrenton, Oregon



Source: IMS-10 Department of Geology and Mineral Industries, 1999.

The yellow line roughly represents the City of Astoria. The majority of the city is located in areas of high landslide hazards. Lands located along the Columbia River where most of Astoria's businesses and its downtown corridor are located are in medium and low landslide hazards.

Figure 10. Relative Earthquake hazard – Astoria-Warrenton, Oregon



Source: IMS-10 Department of Geology and Mineral Industries, 1999.

The blue line roughly represents the City of Astoria. The majority of the city is located in areas of high landslide hazards. Lands located along the Columbia River where most of Astoria's businesses and its downtown corridor are located are considered to have the highest relative earthquake hazards. The majority of Astoria's residential areas are located in areas that have moderate to high earthquake hazards.

The Clatsop County Multi-Jurisdictional Natural Hazard Mitigation Plan adequately identifies the **previous occurrences** of earthquakes for the City of Astoria. The Clatsop County Multi-Jurisdictional Natural Hazard Mitigation Plan ranked the **vulnerability** of earthquakes as high. The County plan also indicates that the **probability** of earthquakes is high. These scores would be representative of Astoria as well.

City staff identified the following potential **community impacts** or concerns about the earthquake hazard:

- City's reservoirs are water sources for both drinking water and fire suppression and are likely at risk due to age. City staff also identified the importance of Bear Creek Dam as a critical facility.
- Staff had concerns about the City's water distribution system pipe infrastructure which is comprised of mostly older materials - cast iron for water and vitrified clay and terra cotta for sanitary and storm sewer and the potential for loss of fire suppression water.
- The downtown area of Astoria was rebuilt following a catastrophic fire in 1922. The fire destroyed 32 blocks, 40 acres and 33 buildings. Reconstruction efforts involved chair-wall construction which created concrete tunnels for water and gas lines. The area around the chair walls was filled in with dredge sands during reconstruction.^{xi} The majority of downtown is located on areas of high liquefaction risk. A large earthquake will have significant impacts on Astoria's economy.
- Only the newest buildings in the City have been built to earthquake standards. The majority of buildings, especially those located downtown, were built prior to the implementation of stricter building codes.
- Downtown's reconstruction using chair walls results in poor access to utilities located underground.
- Staff identified the vulnerability of the Tongue Point area specifically its location in areas of high liquefaction potential.
- The hospital is located on a site filled with dredge materials.
- Staff has concerns about the wastewater system and lift stations around town being damaged and leading to public health emergencies following an earthquake. In addition, the water distribution system would likely be heavily damaged, preventing the delivery of water for fire suppression and domestic use.
- The Astoria Column is an important historic and cultural resource and would like suffer damage from a large earthquake.

- The City owns three bridges in town that are likely at risk – however, the City replaced the Franklin Avenue Bridge in 2012 and will be replacing the one of them (Franklin Irving Avenue/19th Street Bridge) in 2013-2015~~the next 3-4 years~~. The loss of bridges may cut off certain areas of the community.
- Chair-wall construction downtown creating common spaces over large area that can complicate flooding impact and problems due to the ease of travel for natural gas, smoke, fire, etc. between buildings and over a large area.
- Vulnerability and wide ranging hazards from gas and electric utility infrastructure.
- Effect on most road surfaces that will complicate access, evacuation, and emergency response.
- DOGAMI, in consultation with project partners developed a Statewide seismic needs assessment that includes seismic safety surveys of K-12 public school buildings. According to this assessment the following school buildings in Astoria were rated with a high collapse potential and should receive further evaluation:
 - Astor Elementary School
 - Astoria Senior High School
 - Gray Elementary School
- Clatsop Community College's MERTS campus is built to earthquake standard 3, but is subject to liquefaction and has only one way in and out.
- Clatsop Community College's Jerome Avenue campus has completed renovations and seismic upgrades to the Student Services Center. The College ~~is in need of~~ addressing life safety issues at Towler Hall. Towler Hall ~~has~~ severe seismic deficiencies, has very high seismic risk, and ~~was~~ a high priority to the community ~~and requires~~ mitigation. The College completed ~~The College will be constructing~~ construction of a new building, ~~and replacing that replaced~~ Patriot and Fertig Halls. The Library and Art Building were rated fair for seismic performance by a structural engineer and there are no anticipated renovations expected to these buildings.

Flood

Astoria is at risk of flooding from three main sources: the Columbia River, Young's Bay, and urban flooding from storm water coming off the slopes of the City's hillsides. Because of the prevalence of urban flooding, the **extent** of the flood hazard includes most of the City, with the exception of

those residences located at the top of the hill in town. The City's Flood Insurance Rate Maps highlights the **location** of the flood hazard in Astoria. The City's current effective date for the Flood Insurance Rate Map is September 17, 2010 ~~August 1, 1978~~. ~~Flood maps are currently under review by FEMA.~~

The Clatsop County Multi-Jurisdictional Natural Hazard Mitigation Plan adequately identifies the **previous occurrences** of floods for the City of Astoria. The Clatsop County Multi-Jurisdictional Natural Hazard Mitigation Plan ranked the **vulnerability** of floods as moderate. The County plan also indicates that the **probability** of floods is high. These scores would be representative of Astoria's risk as well.

The City of Astoria is a participant in the National Flood Insurance Program. The City has a total of 41 policies under the NFIP, only 20 of which are located in A zones. The total coverage for the City under the NFIP is \$9,759,500. There have only been four claims since 1978, with nothing paid on those claims. The last Community Assistance Visit (CAV) was conducted on April 21, 2000.

Using the existing FEMA Flood map and a visual review of aerial photographs of the City dated 2002, the Community Development Department estimates the following number of structures in the floodplain:

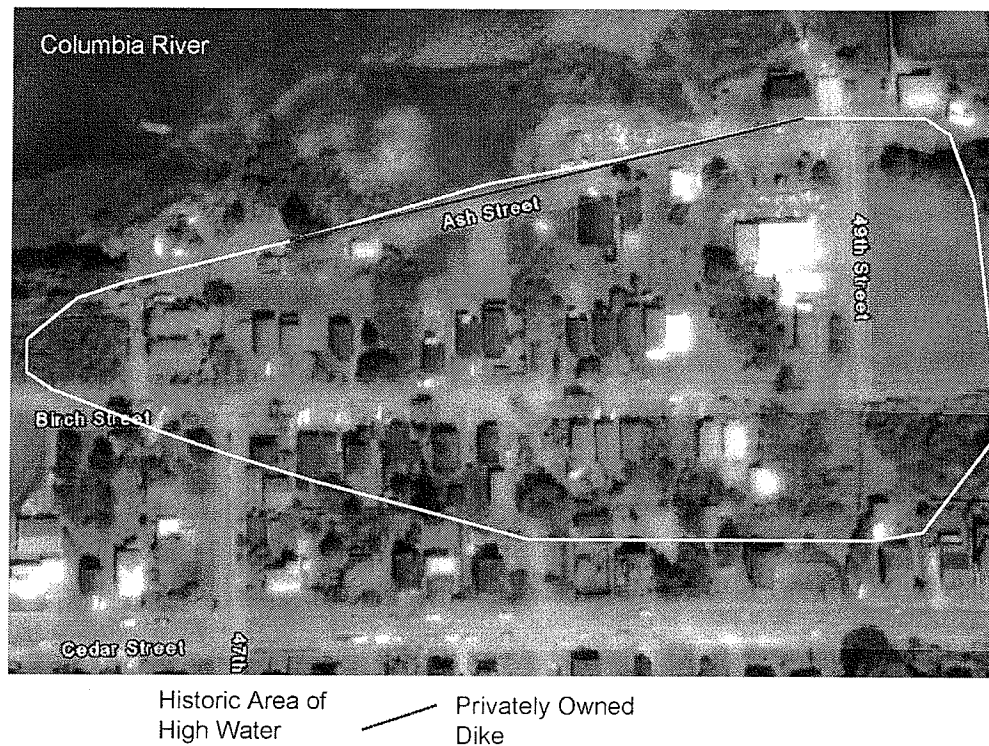
- Commercial/Industrial – 24 plus 2 mooring basins
- Residential – 50 plus several vessels at mooring basins
- Infrastructure – 16 facilities plus sewer outfalls.
 - Trolley trestles in Uniontown – 2
 - 7th Street trestle
 - 9th Street trestle
 - 6th Street trestle
 - 6th Street River Park
 - Transient moorage at 17th
 - City sewer outfalls
 - 14th Street RiverPark
 - Trolley trestles in Alderbrook – 2
 - City sewer pump station 1
 - City sewer lagoon
 - Maritime Memorial Park

- Mill Pond weir and trestle
- 10th & 11th Street extensions
- Alderbrook ball field
- East extension of River Trail in Alderbrook Lagoon area
- Port of Astoria - Pier 3 extension of River Trail
- West End Mooring Basin extension of River Trail
- Net Pen trestle at Yacht Club, 1555 W Marine Drive

City staff identified the following potential **community impacts** or concerns about the flood hazard:

- City Staff indicated that the Alderbrook neighborhood, located on Highway 30 on the east end of town, often has flooding issues. Many homes have had water in their basements and some have bridges to their front doors. This neighborhood is only 11 feet above sea level. This neighborhood is particularly vulnerable when high tide on the Columbia coincides with high levels of runoff from the hillsides. The neighborhood has one privately owned dike that is approximately 3-4 feet high.
- City staff also mentioned the need for a shelter located inside City limits should roads or bridges be damaged or become impassable.

Figure 11. Location of Historic High Water – Astoria, Oregon



Source: Google Images and City of Astoria Areas of High Water and Past Slides Map.

- The Aquatic Center and Oregon State University Seafood Labs, located on the south side of Highway 30 are also vulnerable to flood waters.
- Businesses downtown (along Commercial, Marine, Duane, and Exchange Streets) are also vulnerable as they are located between one and four blocks from the Columbia River. This is the site of the majority of the businesses in Astoria.
- Houses located adjacent to streams are also vulnerable to frequent flooding. Public Works indicates that several times a year homes are pumping water out of their basements.
- The embankment along the River, which is located adjacent to the Columbia River, could be considered a flood protection device.
- There are flooding issues on Highway 202 on Young's Bay on the south west side of town as well.
- Clatsop Community College's MERTS campus is vulnerable to floods during dike breaches, high tides, or extensive rainfall. This location has only one evacuation route.

- Clatsop Community College leases a facility in the South County on Highway 101 that could be vulnerable to floods during high tides and storms.

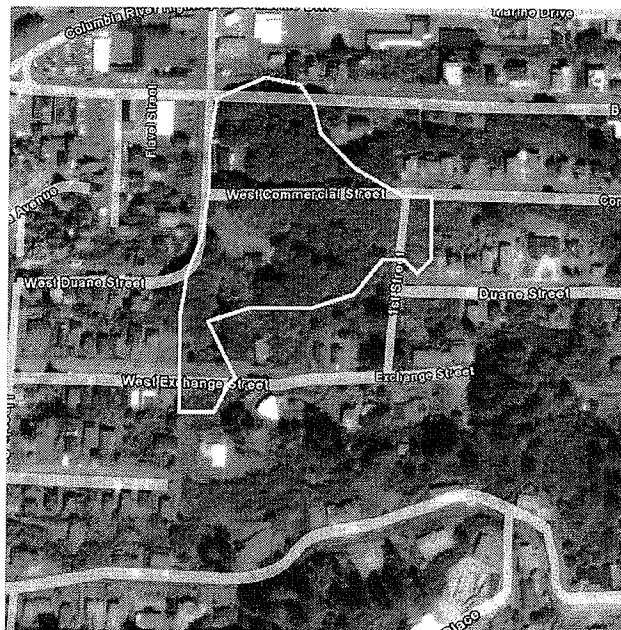
Landslide

Astoria is at risk of landslides because of its location on the hillside above the Columbia River and Young's Bay. The **extent** of the landslide hazard includes most of the residential portions of the City. The City is in the process of completing a LiDAR study with the Department of Geology and Mineral Industries that will identify the **location** of potential landslide hazards in Astoria.

The City of Astoria *Areas of High Water and Past Slides* map originally developed in 1974 and updated as recently as 2008 identifies the **previous occurrences, location** and **extent** of earth movement in the City of Astoria. Those previous occurrences are summarized below. Note that landslide events are summarized by corresponding map sections A-K:

- Map Section A – a total of 7 slide areas
- Map Section B – a total of 9 small slide areas – the most recent in 1998
- Map Section C – 6 small to medium slides and two large slides.
- One of the large slides, known as the Bond Street slide occurred originally in 1954, and was triggered again in January 2007. This slide continued to move during the development of the Clatsop County Multi-Jurisdictional Natural Hazard Mitigation Plan. Mitigation of the landslide area and infrastructure is a top priority of the City. See Figure 12.

Figure 12. Bond Street Landslide Impact Area – Astoria, Oregon

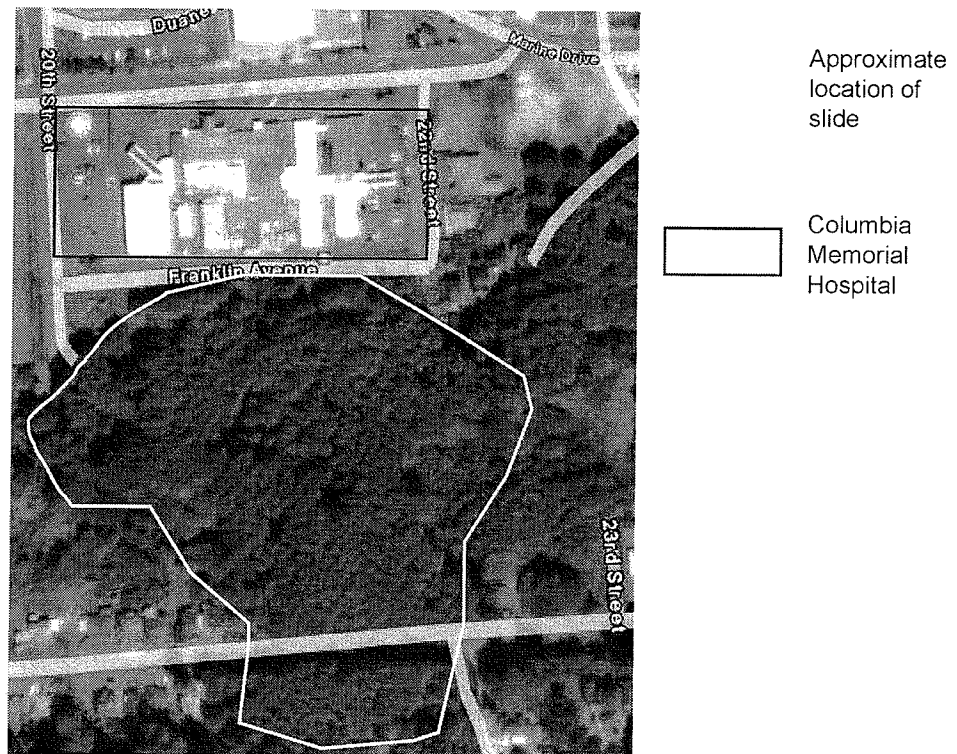


Approximate location of the 1954 Bond Street slide, which reactivated in January 2007.

Source: Google Images and City of Astoria Areas of High Water and Past Slides Map.

- A second and larger slide is approximately bounded by 4th Street on the west, Exchange Avenue on the north, 10th Street on the east, and Irving Avenue on the south. This slide originally occurred in 1905 and continued to creep. In 1991, and 1992, and 2006 additional portions slid.
- An area at 5th / 6th and Duane Streets slid in 1991, 1992, 2006, and again in 2012-2013.
- Map Section D – a total of four small slides
- Map Section E – a total of three slides. One large slide located bounded approximately by: Franklin Avenue to the north, 20th-24th Street to the east, north of Jerome Avenue to the south, and 20th Street to the west. The toe of this slide is located just south of the hospital. See Figure 13 below.

Figure 13. Historic Landslide Impact Area – Astoria, Oregon



Source: Google Images and City of Astoria Areas of High Water and Past Slides Map.

- Map Section F – a total of four slides.
- Map Section G – a total of six slides including the Uppertown earth movement dated May 2004 on the map. This slide is approximately bounded by: Lief Erikson Drive to the north, 34th Street to the east, Harrison Avenue to the south, and 31st Street to the west.
- Map Section H – a total of three small slides
- Map Section I – no slides indicated
- Map Section J – one slide located at the intersection of Highway 30 and 53rd Street.

The Clatsop County Multi-Jurisdictional Natural Hazard Mitigation Plan ranked the **vulnerability** of landslides as moderate. The City of Astoria's vulnerability to landslides, however, is high due to location of critical facilities and residential development within landslide prone areas. The County plan also indicates that the **probability** of landslides is high. This probability score would be representative of Astoria as well.

City staff identified the following potential **community impacts** or concerns about the landslide hazard:

- City staff was concerned about water and transportation infrastructure related to the landslide hazard. The re-activation of the Bond Street slide disrupted water infrastructure. The water distribution system is the only water supply for fire protection. Many streets are located along the sides of hills within the City. These streets function as major arteries and also house water and sewer lines. This creates potential risk that could result in the inability to provide effective emergency services.
- As is illustrated in Figure X-13 above, Columbia Memorial Hospital is located at the foot of a historic slide.
- Public Works also indicated that areas near the intersection of 38th Street and Franklin Avenue are somewhat unstable.
- Staff indicated that when the City receives multiple days of heavy rain that the excess precipitation can lead to earth movement.
- Stabilization measures have been undertaken along Highway 30 around Tongue Point to help reduce the vulnerability of a slide cutting off Highway 30, which is the major east-west connection between Astoria and Portland.
- Clatsop Community College and City staff indicated that the eastern portions of the Community College may be at risk from landslides.
- Astoria Middle School may also be at risk to landslides.
- City staff suggested a potential mitigation action to improve the storm drainage system in the forested areas on the ridge in Astoria.
- The following issues have been identified in the City's proposed Geologic Hazard and Hillside Development Ordinance:
 1. Since 1950, it is estimated that sixty to seventy homes have been seriously damaged by earth movement. The resulting cost to the various owners is estimated to be between \$500,000 and \$1,000,000. Cost of street and utility repairs is estimated to be over \$2,000,000.
 2. Geological information indicates that the bedding planes under Astoria generally dip toward the south, and that the landslide potential on the south slope (which is mostly undeveloped at present) could be considerable as development increases. Great care should be taken to insure

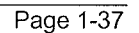
this area does not experience the same problems encountered on the north slope of the City.

Tsunami

Astoria's location along the Oregon Coast makes it susceptible to tsunamis from both near shore (following a Cascadia Subduction Zone earthquake) and distant tsunamis. The **extent** of the tsunami hazard is limited to those areas adjacent to either the Columbia River or Young's Bay.

The following tsunami inundation map illustrates the **location** of the tsunami hazard. This map was developed by the Department of Geology and Mineral Industries in 1995. In 2012-2013, DOGAMI began updating the tsunami hazard mapping for coastal communities. Those maps are nearing completion and should be adopted sometime in 2013-2014. These new maps project a greater area within the City that would be impacted by a tsunami.

City of Astoria Addendum



The Clatsop County Multi-Jurisdictional Natural Hazard Mitigation Plan ranked the **vulnerability** of tsunami as high. The County plan indicates that the **probability** of tsunami is moderate. These scores would be representative of Astoria's risk as well.

City staff identified the following potential **community impacts** or concerns about the tsunami hazard:

- City staff had concerns about community assets (including Police, Fire and Public Works facilities) located to the north of Marine Drive. Tsunami inundation maps indicate that this area is vulnerable to tsunami impact.
- The Fire Department indicated that further studies were needed to better assess the tsunami inundation zone given new technology and wave height modeling software now available.
- The City's tourist based economy and population density are significant issues related to the tsunami hazard.
- Clatsop Community College's South County Center is located in the tsunami inundation zone.

Volcano

The Clatsop County Multi-Jurisdictional Natural Hazard Mitigation Plan does an adequate job of describing the **location, extent, history, probability, vulnerability, and community impacts** of volcanoes in Astoria. The City of Astoria experienced ashfall and debris in the Columbia River as a result of the Mt. St. Helens eruption in 1980. Please refer to the County's plan for additional information on the volcano hazard.

Wildfire

The City of Astoria has urban forests. The urban forest is adjacent to State, County, and private forest that extends for miles east of the City limits. This creates the potential for wildland-urban interface and makes the City vulnerable to wildfire. Also at risk is the City's watershed which is made up of 3,700 acres (Wickiup Mountain) that serves as the City's water source. Clatsop County is currently in the process of developing a Community Wildfire Protection Plan (CWPP) that will further delineate the **location, extent, previous occurrences, probability, vulnerability, and community impacts** of wildfires in Astoria.

Based on the best available data, the **location** of the wildfire hazard in Astoria is the large urban forest located within the City and extending beyond the City limits to the east. The City of Astoria was listed as a Community at Risk during the State Wildfire Assessment. The **extent** of the wildfire hazard is likely limited to the interface areas along Irving Avenue to the north and following the crest of the hillside around to 9th Street on

the western side of town. A wildfire could travel from the urban forest into the neighborhoods on the hillsides.

Since June 2005, Astoria Fire has responded to 36 wildfires: 14 natural vegetation fires, 12 brush fires, 5 fires in cultivated vegetation, 4 forest or wooded fires, and one grass fire.

The Clatsop County Multi-Jurisdictional Natural Hazard Mitigation Plan ranked the **vulnerability** of wildfire as moderate. The County plan indicates that the **probability** of wildfire is high. For the City of Astoria, the **vulnerability** of wildfire is high and the **probability** is moderate.

City staff identified the following potential **community impacts** or concerns about the wildfire hazard:

- City staff had concerns about a wildfire impacting the 3,700 acre watershed that is home to the City's water supply and located 12 miles east.
- The east end of the City is a large urban forest that creates the potential for interface fires.
- During August, September, and January, east winds can blow fires into the City.
- The urban interface has not yet been delineated, but will be completed as the County develops its CWPP.
- Clatsop Community College's MERTS campus is located in a heavily forested area and has a single evacuation route. Buildings at this campus have been sprinkled.
- Clatsop Community College's Jerome Avenue campus is located in a forested area and new and renovated buildings will be sprinkled.

Wind and Winter Storms

The Clatsop County Multi-Jurisdictional Natural Hazard Mitigation Plan addresses wind and winter storms together.

Windstorm

Astoria's location at the mouth of the Columbia River, and close to the Oregon Coast, makes it susceptible to windstorms. The County's plan accurately describes the **location**, **extent**, and **previous occurrences** of windstorms in Astoria. The Clatsop County Multi-Jurisdictional Natural Hazard Mitigation Plan ranked the **vulnerability** of windstorm as high. The County plan indicates that the **probability** of windstorm is high. These scores accurately reflect the vulnerability and probability of windstorms in the City of Astoria.

City staff identified the following potential **community impacts** or concerns about the windstorm hazard:

- City staff indicated that the south slope of the City is more vulnerable than other areas to high winds.
- The urban forest located to the east of the City is also vulnerable to wind damage.
- Pharmacies are an underrated asset following windstorms. Many of the residents of the December 2007 wind storm needed medications and may not have been able to get to the pharmacy.
- Staff raised concerns about emergency power for critical facilities such as shelters, schools, and the community college.
- The City frequently loses power several times each winter. Staff is also concerned about the resiliency of the City's power infrastructure to windstorms and suggested placing portions of the infrastructure underground as a potential mitigation action.
- Emergency notification and communication are always an issue when communication systems are down and the power is out. Lack of redundancy created a lack of communication during the December 2007 wind event.
- Downed trees can block transportation routes and impede the provision of emergency services and can also damage public and private property.
- New construction is being built according to model national building codes. A wind screen at the Hotel Elliot downtown survived the December 2007 windstorm as did new awnings recently installed at the Sears downtown.
- Clatsop Community College's MERTS campus may be vulnerable during a windstorm due to tree blow down across the single evacuation route.

Clatsop Community College's Jerome Avenue campus may be impacted by downed trees. Proposed plans include minimal emergency back-up systems and replacing overhead utilities with underground utilities.

Winter Storm

Astoria's location on both the Oregon Coast makes it susceptible to winter storms. The County's plan accurately describes the **location, extent, and previous occurrences** of winter storms in Astoria. The Clatsop County Multi-Jurisdictional Natural Hazard Mitigation Plan did not rank the **vulnerability** or **probability** of winter storm. City of Astoria staff indicated that the **probability** and **vulnerability** for winter storms is high.

City staff identified the following potential **community impacts** or concerns about the winter storm hazard:

- Travel along the City's steep streets becomes difficult during ice storms.
- Elderly residents may be more directly impacted than other residents during winter storms because of their inability to travel safely to get medications.
- During extended freeze situations, water service lines connected to individual homes can freeze because they are not laid very deep in the ground.
- Staff indicated that there is a need for heated emergency shelters that are available during extended cold weather events.
- Staff is also concerned about the resiliency of the City's power infrastructure to windstorms and suggested placing portions of the infrastructure underground as a potential mitigation action.
- Clatsop Community College's MERTS campus is vulnerable due to its single evacuation route.
- Clatsop Community College's Jerome Avenue campus is replacing aggregate sidewalks with heavily brushed surfaces to reduce the likelihood of slipping.

Action Items

Multi-hazard Requirement §201.6(c)(3)(iv): *For multi-jurisdictional plans, there **must** be identifiable action items specific to the jurisdiction requesting FEMA approval or credit of the plan.*

If the City's risk to a hazard (or hazards) is greater than the County's, then the City must create at least one action item to mitigate that hazard's effects.

The following action items are detailed recommendations for activities that local departments, citizens, and others could engage in to reduce risk. See full action item forms for more information. The starred(***) action items below are the City's top priorities for mitigation actions.

- Ensure continued compliance in the National Flood Insurance Program (NFIP) through enforcement of local floodplain management ordinances.
- Address repetitive flood loss properties not covered by the National Flood Insurance Program
- Determine feasibility of becoming a participant in the NFIP's Community Ratings System

- Evaluate flood hazards in the Alderbrook Neighborhood
- Conduct a seismic and flood vulnerability assessment of all critical facilities and infrastructure in the City. The City Public Safety Building that houses police, fire, EOC, and the 911 dispatch center was brought up to immediate occupancy seismic standards in 2013.
- Continue efforts to replace aged bridges with newer structures. The Franklin Avenue Bridge was replaced in 2012. The Irving Avenue/19th Street Bridge is scheduled for replacement in 2013-2015.
- Re-map the tsunami inundation hazard for the City of Astoria. DOGAMI has developed new maps which are proposed for adoption in 2014.
- Determine needs and issues related to tsunami warning systems.
- Implement an all-hazards education and outreach campaign
- Identify areas where undergrounding utilities may be appropriate
- ***Complete LiDAR study to further delineate landslide hazards in Astoria. The LiDAR study was completed in 2011. Implementation of the data results into a geologic hazard ordinance has been in progress.
- Improve drainage in forested areas in higher elevations above the City to help reduce the potential for landslides
- Evaluate the vulnerabilities of the water system (including the transmission main, water pipes and dam) and mitigate to ensure disaster resiliency. The Bear Creek Dam Emergency Action Plan was adopted in December 2012. Bear Creek Dam water lines were removed from the face of the dam and relocated below ground to reduce the vulnerability for failure.
- Maintain and enhance efforts around Community Emergency Response Teams (CERT).
- Identify shelter locations and adequate equipment and supplies in town.
- Conduct fuel reduction in the City's watershed and urban forest. City completed a timber harvesting project in 2012.
- Minimize risk in the City's wildland-urban interface.
- Reduce erosion on along Columbia River near the Aquatic Center and Seafood Center. A Shoreline Stabilization Plan was drafted in 2013 and is pending adoption.
- ***Strengthen the high risk seismic deficiencies at Clatsop Community College's Towler Hall. Upgrades were completed in 2012.

- Assess seismic vulnerability to hazardous materials sites
- Relocate Public Work's Facilities
- Improve public communication infrastructure so that it is less vulnerable.
- Acquire a Fire Boat
- Relocate Astoria Fire Department

See Action Item Appendix for detailed action item forms.

The following items were not included in the Action Items in the 2008 adopted Plan but are projects that have been completed to help reduce risks:

- City installed ~~reservoir floating~~floating reservoir covers on Water Reservoirs 2 & 3 in 2011.
- The City installed a backup SCADA facility at 6th Street and Lexington Avenue in 2013. The existing building was seismically upgraded.

Plan Implementation & Maintenance

The City will utilize the same prioritization process as the County [See Section 4: Plan Implementation and Maintenance of the Clatsop County Multi-Jurisdictional Natural Hazard Mitigation Plan and Appendix D: Economic Analysis of Natural Hazard Mitigation Projects].

The City of Astoria Community Development Department will serve as the convener for the City of Astoria Natural Hazard Mitigation Plan Addendum. The Community Development Department will be responsible for convening the plan committee on a yearly basis to identify new risk assessment data, review status of mitigation actions, identify new actions, and seek funding to implement mitigation actions. The City of Astoria Natural Hazard Mitigation Plan Addendum will be updated every five years.

Plan adopted on October 29, 2008.

1st Amendment adopted on June 17, 2013.

ⁱ National Weather Service Forecast Office. 2007. <
http://www.wrh.noaa.gov/pqr/climate/ast_clisummary.php>

ⁱⁱ City of Astoria.
<http://www.astoria.or.us/History/AstoriaHistory/tabid/4009/Default.aspx> and
Portland State University Population Projections.

ⁱⁱⁱ United States Census Bureau. 2000. Fact Sheet: Astoria, Oregon.
<www.census.gov>

^{iv} Port of Astoria. 2007.
<<http://www.portofastoria.com/portfacilities/cruise/cruiseinformation/cruiseschedule.html>>

^v United States Census Bureau. 2000. Fact Sheet: Astoria, Oregon.
<www.census.gov>.

^{vi} United States Census Bureau. 2000. Fact Sheet: Clatsop County, Oregon.
<www.census.gov>.

^{vii} City of Astoria. 1992. Land Use and Zoning Map.
<<http://www.astoria.or.us/LinkClick.aspx?fileticket=2CTb0n2N43o%3d&tabid=4040&mid=9832>>

^{viii} City of Astoria. *Departments / Contacts* < <http://www.astoria.or.us>>

^{*} Allan, J. et al. 2005. Dynamic Revetments for Coastal Erosion in Oregon.
http://www.oregon.gov/ODOT/TD/TP_RES/docs/Reports/DynamicRevetments.pdf

^{xi} Astoria's history along the tracks -
<http://homepage.mac.com/cearl/trolley/ahistory.html>



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

June 5, 2013

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  PAUL BENOIT, CITY MANAGER

SUBJECT: **ADOPTION OF 2013-2014 WATER AND SEWER RESOLUTIONS**

DISCUSSION/ANALYSIS

The Public Works Fund budget, approved by the Budget Committee on April 25, 2013 and by the Council on June 3, 2013 provides for increases in rates and fees for water and sewer services.

The rate adjustments are as follows:


- WATER RATES – increase of 2%
- SEWER RATES – increase of 2%
- SEWER SURCHARGE – increase of 4 percentage points

Two resolutions (see attached) have been prepared to implement the proposed rate changes.

RECOMMENDATION

Staff is recommending that the City Council consider adopting the proposed Water and Sewer Resolutions implementing rate adjustments for fiscal year 2013-14.

By: _____


Mark Carlson, CPA
Finance Director

RESOLUTION NO. 13-_____

A RESOLUTION ESTABLISHING RULES, REGULATIONS, RATE CHARGES
AND CONDITIONS FOR WATER SERVICE.

WHEREAS, the City of Astoria provides a valuable public service by providing a waterworks and water distribution system inside and outside of the City limits. These water facilities constitute a public utility owned and operated by the City of Astoria. The utility exists for the benefit of persons within the city who want to have the system available for supplying domestic, commercial, industrial, fire protection, public or other water service. Although owned by and operated primarily for the citizens of Astoria, the system provides water as available to water districts and customers outside the Astoria City limits.

WHEREAS, users of the water system must be charged rates that reflect costs of ownership and the operation of the water system as a public utility in the city. Property owners who do not use the water utility generally should not pay utility rates. However, some use of the water system occurs when the water service to improved property is sized to provide water for fire suppression on the property, even though no water is being consumed by such service.

WHEREAS, the rate structure of the water utility should be based upon a fee for service consistent with the above findings. Although this rate structure is intended to constitute a service charge, even if it is viewed as a charge against property or against a property owner as a direct consequence of ownership of that property, the utility's rate structure should nonetheless, endeavor to allow the owner the ability to control the amount of the charge. Similarly, the utility's rate structure should reflect the full actual direct and indirect costs of providing the service.

WHEREAS, under sections 3.025 and 3.100 of the Astoria Code, the City Manager is authorized to enforce water rules and regulations and the city council hereby approves these rules and regulations and sets rates.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF ASTORIA, THAT THE FOLLOWING RULES AND REGULATIONS SHALL BECOME EFFECTIVE UPON PASSAGE.

Definitions

Access/Demand Charge: Means the charge made to each user to cover direct and indirect costs attributable to sizing and maintenance of the water system so that water is available for a customer's requirements upon demand.

After Hours: Means any time other than that covered by "normal working hours" in the definitions section.

Applicant: Means any person, corporation, association or agency applying for water service as defined below under Property Owner or Non Owner Applicant

Auxiliary Water Supply: Means any supply of water used to augment the supply obtained from the City water system which serves the premises in question.

Backflow Prevention Assembly: Means a backflow prevention assembly such as a Pressure Vacuum Breaker Backsiphonage Prevention Assembly, Spill-Resistant Pressure Vacuum Breaker Backsiphonage Prevention Assembly, Double Check Valve Backflow Prevention Assembly, Double Check-Detector Backflow Prevention Assembly, Reduced Pressure Principle Backflow Prevention Assembly, or Reduced Pressure Principle-Detector Backflow Prevention Assembly and the attached shutoff valves on the inlet and outlet end of the assembly, assembled as a complete unit, and a model approved by the Oregon Department of Human Services.

City: Means the City of Astoria, its staff and/or designee (authorized representative).

City Service Line: Means any pipe and fittings which connect a water main to a water meter or "customer service line".

Cross-Connection: Means any actual or potential unprotected connection or structural arrangement between the public or user's potable water system and any other source or system through which it is possible to introduce into any part of the potable system any used water, industrial fluid, gas, or substances other than the intended potable water with which the system is supplied. Bypass arrangements, jumper connections, removable sections, swivel, or change-over devices, and other temporary or permanent devices through which, or because of which, backflow can occur are considered to be cross connections.

Customer: Means a person, corporation, association or agency that has requested and is receiving water service.

Customer Service Line: Means any pipe, valves, and fittings leading from the water meter or City service line into the premises served or the point of ultimate use.

Equivalent Dwelling Unit (EDU): Means that each user is related to an average single family detached dwelling by both size of water service required and the average consumption for such a unit. Each EDU is taken to be a unit which can be served by a 5/8" service or consumes approximately 320 gallons per day. For the purpose of this resolution, EDUs will determine the meter or pipe size.

Fire Service: Means service installed for the specific purpose of fire protection (hose connection or sprinklers).

Multiple Service Connection: Means a property with a single meter water service serving multiple EDU's.

Normal Working Hours: Means any normal workday (Monday-Friday except holidays) between the hours of 8:00 a.m. and 4:00 p.m.

Property Owner: Means an individual or organization that has legal ownership as evidenced by a deed filed with the County for the service address. It is understood that an agent can be appointed to act on behalf of the legal owners. It is further understood that any individual or organization that is listed on the deed (no matter the percentage ownership) is authorized to conduct business for the service address and to incur charges accordingly.

Service: Means that combined facility made up of both a "City service line", and a "customer service line".

Single Service Connection: Means a property with a water service serving a single EDU.

Tenant: A person, including a vendee under a land sales agreement, lawfully occupying a property to which utility serves are provided pursuant to an agreement with the owner.

User: Means any person, corporation, or other entity using water through an established service line.

Water Main: Means any pipe owned by the City of Astoria laid in a street, alley, or easement, and used or intended to be used for the distribution of water to customers through service lines.

Water Meter: Means any device used for the measurement of water delivered to an individual location or user (service).

Water System: Means the water supply source including treatment facilities, storage, distribution facilities under the City's control, and ending at the point of delivery to the water user's premise.

Application for Service

Section 1.01. Application for Water Service.

- (1) An application for the installation of a new meter service shall be made to the Engineering Department. The applicant must be a Property Owner as defined. Upon completion of the new meter application process and prior to the physical installation of the meter, the applicant shall apply for water service with the Finance Department as outlined in the steps below.
- (2) An application for an existing water service shall be made to the Finance Department in person. All applicants must provide acceptable photo identification sufficient to meet the guidelines of the Cities Identity Theft Protection Program.
- (3) An applicant shall state fully and truly all the purposes for which the water may be required and shall agree as a condition for such use, to conform to the provisions of the Astoria Code and the rules and regulations of the City concerning water use.
- (4) If the applicant has outstanding unpaid amounts from a previous utility service with the City, those balance must be paid in full to either the City or it's assigned collection agent if applicable prior to the granting of service.
- (5) If the applicant is the Property Owner for which service is to be provided, they shall provide sufficient proof of ownership. Possible sources of proof can be a property deed, property tax statement, escrow documents or other documentation as agreed to by the Finance Director.
- (6) If the applicant is a Tenant, the Property Owner shall complete an Application For Non Owner Utility Service form as provided by the City. This form must be signed by the Property Owner for each new Tenant for service.
- (7) In the event that the City is unable to grant service to a Tenant, the property owner can agree to accept direct billing for the service in lieu of the Tenants application.

Section 1.02. Property Owner Responsibility. The Property Owner shall be considered ultimately responsible for service charges incurred on their property whether incurred directly or indirectly through a Tenant.

- (1) For Single Service Connections only, the Property Owner can choose at the time of application to be billed directly for service or for the bill to be directed to a Tenant.
- (2) For Multiple Service Connections, the Property Owner will be billed directly for all service provided.
- (3) Charges incurred shall include routine charges for service, past due amounts and late, shutoff and turn on fees as well as other reasonable charges that may occur as determined by the Finance Director.
- (4) The City shall notify the Property Owner in writing, at the last known address of the Property Owner at the time of initial notification of an unpaid bill to the Tenant.
- (5) Once a water service is discontinued for nonpayment, the service will not be reconnected until all outstanding amounts for the service address have been satisfied and in the case of a Tenant the account will be switched over into the Property Owners name until the account is brought current.

- (6) In the event that a service has unpaid balances from either a Property Owner or a Tenant, no new Tenant applications will be considered for that service and the account will remain in the Property Owners name until such time as the account is brought current. Upon the account being brought current, the account can be switched into the Tenant's name upon the completion of the application process.
- (7) By accepting service, the Property Owner is granting consent for the City to lien the service property in the event that a billing remains unpaid for greater than 60 days from the date of the original due date.

Section 1.03. Deposit for Water Service. The City can require a deposit in the amount of \$150 to be paid prior to granting a water service. The determination for a deposit requirement shall be made on the following:

- (1) An account in good standings is defined as an account that has had no more than 2 late payments in the 12 months of prior service. A late payment is defined as the sending out of a late notice commonly referred to as a Gold Notice. Any shutoffs in the previous 12 months of prior service will cause an account to be considered to not be in good standing.
- (2) If the applicant has had a previous utility service with the City within the previous 24 months, and the applicant maintained an account in good standings, then the deposit will be waived.
- (3) If the applicant can provide either a letter of good standing or an account history from a previous municipality showing/demonstrating an account in good standing, then the deposit will be waived.
- (4) An applicant with an outstanding balance owed to the City from a previous service will be not be considered to be an account in good standing.
- (5) For the purposes of this section married individuals will be considered to be one applicant with consideration of the deposit requirements applied to both jointly.
- (6) Upon 12 months of an account being in good standings, the deposit will automatically be applied to the following billing cycle. When an account is closed with an outstanding deposit, the deposit will be applied to the final balance.
- (7) The Tenant agrees that in the event that the account is unpaid and is charged against the Property Owner, the City can apply their deposit against the outstanding balance in partial or full satisfaction of the outstanding amount.
- (8) When an account is in arrears, the deposit cannot be used to bring the account current.

Section 1.04. Closing a Service. An account can be closed over the phone if the individual is able to properly identify themselves as the applicant. Otherwise the applicant must come in to the Finance Department in person to close the account.

Regulations of Service Facilities

Section 2.01. Customer Service Line.

- (1) Customer service lines used from the meter to the property line and within the bounds of the premises shall meet the standards of the current edition of the Oregon State Plumbing Code. Pipe used between the main and the meter is installed and maintained by the City, except where the meter is located at a distance from the main further than the street property line, in which event special arrangements shall be made by the owner, lessee or agent of the premises to pay for the cost of the extra length of line.
- (2) If pressure reducers or devices which restrict backflow are installed on a customer's service line, they shall be the owner's responsibility and meet the standards of the current edition of the Oregon State Plumbing Code.
- (3) Customer service lines between the main and the wall of the building shall be laid not less than two feet below the grade of the street and the surface of the ground.

Section 2.02. Unlawful Water Connections.

- (1) No person may connect to or disconnect from the City water system unless previously authorized by the City.
- (2) A customer shall obtain permission from the City before a customer service line is connected to a water meter. Such work shall be performed at the expense of the owner, lessee or agent of the premises. All water rates and charges owed by the applicant shall be paid in full before permission to connect with the City water system is granted.

Section 2.03. Water Service.

- (1) Water Service, including a meter of suitable size, shall be furnished by the City upon application to the Finance Department and the Engineering Division for new installations and prepayment of the charge or estimate therefor. The City shall furnish all labor and materials necessary for construction, of service to the customer's property line, including meter adapter for customer's service line. The fee to be charged for a water service where the main is within 50 feet of the meter location shall be as given in the Fee Schedule, Section 5.01.
- (2) The City maintains city service lines within the City limits, from the main to and including the water meter without further cost to the property owner. Maintenance of the customer service line beyond the water meter is the sole responsibility of the customer.
- (3) The access/demand charges are based on water meter size as determined by EDU, and on the volume of water required to be available as standby service. New water meter size shall not be less than indicated by the City's standard EDU chart based on number of units or consumption. Alternative sizes designed and specified by a Professional Engineer or Architect and specifically reviewed and approved by the City Engineer will be considered.
- (4) Temporary suspension of service (for periods of less than 12 months) will be provided upon request at no fee. Reinstatement of service will be subject to a reinstatement fee as provided in Section 5.01, Fees and Rates.

Section 2.04. Repair and Protection of Service Lines.

All customer service lines shall be kept in repair and protected from freezing at the expense of the owner, lessee, or agent of the premises, who is responsible for all damages resulting from leaks or breaks.

The customer shall be liable for any damage to a meter or other equipment or property owned by the City which is caused by an act of the customer or the customer's agents. Such damage includes breaking or destruction of locks on or near a meter, and any damage to a meter that may result from hot water or steam from a boiler or heater on the customer's premises. The City shall be reimbursed by the customer for any such damage promptly upon presentation of a bill.

Section 2.05. Service Disconnection.

Temporary disconnection for repairs. Water will be turned off and on without charge during "normal working hours" for customer originated system or equipment repairs or replacements, which are scheduled with the City. Temporary disconnection outside normal working hours shall be subject to fees as prescribed in Section 5.01, below.

Section 2.06. Separate Control of Service.

When more than one residence or premises is connected to one water meter, customer service lines shall be arranged so that the supply to each separate residence or premises may be controlled by a separate valve.

Section 2.07. Joint Use. (Inside or Outside the City)

Where water is supplied through one service line to more than one user, the City may decline to furnish water until separate customer service lines are provided. The charge for water consumed shall be based on the access/demand charge and the amount of water used (see Fee Schedule, Section 5.01, for amount). Meter size will be determined by the number of Equivalent Dwelling Units as established by the City Engineer.

Section 2.08. Shut Off Due to Waste.

Water shall not be knowingly furnished to premises where there is a defective or leaking faucet, closet, or other fixture, or where there is a water closet or urinal without self-closing valves, or a tank without a self-acting flap valve. When there is a defective or leaking fixture or when there is no shut off device, and the customer fails to take prompt corrective action, the City may at its option, secure the water service.

Section 2.09. Interruption of Service.

- (1) While the City will endeavor to provide advance notice of scheduled service interruptions, water may be turned off at the mains without notice for emergency repair or other necessary purposes. The City will not assume responsibility for any damages as a consequence of interruption in service.
- (2) Water for steam boilers shall not be furnished by direct pressure from the City mains.
- (3) Any damage to the City water system or service line as a result of faulty customer equipment or backflow shall be the responsibility of the customer or user.

Section 2.10. Access to Premises for Inspection.

Persons designated by the City may inspect, at reasonable hours of the day, all parts of any building or premises to which water is delivered from the City mains to determine the condition of the pipes and fixtures and the manner in which the water is being used.

Section 2.11. Service Outside the City.

The City may furnish water to a user or water district outside of the City limits, if such service does not adversely affect the City supply, and shall charge the water rates as specified below in Section 5.01 (4). Such water shall be furnished based upon the conditions set forth in a contract to be made in each case of water being supplied outside the City. As a practice, the City will not accept new applications for users outside the city limits.

Section 2.12. Fire Hydrants - Fire Service Lines.

- (1) No person may cut, change, remove, disconnect, repair, interfere or tamper in any manner with a fire hydrant owned by the City. Permits may be issued for the temporary connection to and operation of fire hydrants for construction sites and other approved uses. Contact Public Works Operations at (503) 325-3524 for more information.
- (2) Any person obtaining a permit for use of a fire hydrant shall pay a fee for such permit in addition to metered usage as listed in the Fee Schedule, Section 5.01.
- (3) "Fire service lines" may be installed at the expense of user-owner. No use or connection other than fire protection is permitted on "fire service lines". If any connection or use other than fire protection is discovered, the entire service will be disconnected and the appropriate insurance company notified. No further service shall be permitted until necessary correction measures are performed and approved by the City.

Section 2.13. Cross-Connections Prohibited.

Cross-connections shall be prohibited, and protection must be provided against such cross-connection, as specified in Oregon Administrative Rules (OAR), Chapter 333.

Approved backflow prevention devices for protecting community water systems shall be installed on the service connection to premises where there is an auxiliary water supply, or premises listed in Appendix B, which is or can be connected to the water piping.

No person shall connect, unless an approved backflow prevention device is used, any pump or other apparatus to any water main or service connection connected to the City of Astoria water system which is capable of introducing any foreign liquid or material into said system.

The City, must comply with cross-connection control requirements set forth in the Oregon Administrative Rules, Chapter 333, "Public Water Systems". All approved backflow prevention devices installed must be tested annually, in an approved manner by an Oregon Certified Tester to assure proper operation.

The City requires that all backflow assemblies installed on fire protection services be tested annually as provided for in OAR, Chapter 333.

In the event of the following conditions, the City's Public Works Director or his agent has the authority to discontinue water service to said premises until condition(s) is remedied:

- (a) Failure to remove or eliminate an existing unprotected or potential cross connection;

- (b) Failure to install a required approved backflow prevention assembly;
- (c) Failure to maintain an approved backflow prevention assembly; or
- (d) Failure to conduct the required testing of an approved backflow prevention assembly.

If water service is discontinued due to one or more of the above conditions, a turn-on fee as outlined in Section 4.02 will be required to resume service.

Water Meters

Section 3.01. Requirements.

No person may use City water, except through an approved water meter. If a water meter fails to register accurately, as determined by city staff, charges for water shall be based upon the average quantity of water used daily as shown by the water meter when in order.

Section 3.02. Changes.

Unless authorized by the City, no person may cut, change, remove, disconnect, connect, repair, interfere, meddle or tamper in any manner with any installed water meter.

Section 3.03. Accessibility.

The occupant of a building or premises where a water meter is located shall keep the water meter free from obstructions and accessible at all reasonable times for reading, inspecting, or repairing.

Section 3.04. Water Meter Checks.

Water meter checks requested by the user shall be provided as work schedules permit.

Section 3.05. Dormant Accounts

For closed accounts with no water usage for a period greater than 12 months, the water meter will be removed at no charge to the customer. Reactivation of the account will be subject to a charge as specified in Section 5.01(6).

Enforcement Provisions

Section 4.01. Water Turn Off.

If a customer fails to comply with rules, regulations, or conditions described herein or otherwise established for the use of water, or fails to pay charges for water service in the time and manner provided, the water supply may be turned off and administrative charges applied to cover the City's costs.

Section 4.02. Turn On Fee.

When activation of a new or existing service is requested, during and after normal working hours a fee must be paid, as indicated in the Fee Schedule, Section 5.01.

Section 4.03. Penalty for Delinquent Payment.

All water bills are due and payable upon receipt of the bill. If a water bill is not paid by the fifteenth (15th) day of the month following the month of billing, the account shall be considered delinquent

- (1) When deemed delinquent, the account holder will be notified by mail (Gold Card) of this delinquency. A fee of \$9.11 and one (1) % of the current bill, will be applied to cover the administrative costs of processing the notice and administering the delinquency
- (2) If an account remains delinquent more than 7 days past the due date and after being notified by mail (Gold Card), a hand-delivered final notice of delinquency (Green Card) will be issued and hung at the premises of the meter location. A fee of \$17.25 will be applied to cover the costs of delivery and processing of the Green Card.
- (3) If an account remains delinquent more than 5 days after delivery of a final notice (Green Card) the service will be turned off. Fees and charges as specified in Section 5.01 will be applied for turning off, turning on and processing the termination of service. All charges, fees and past due amounts must be paid in full before service is resumed.

Section 4.04. City May Restrict Use of Water.

If a shortage of water exists, the City may elect to impose restrictions on the use of water as determined by the City Council or City Manager.

Section 4.05. Irrigation Adjustment.

- (1) All properties in the City of Astoria that have at least 500 square feet of space used for lawn and/or garden area are hereby given the privilege (option) of using City water for the purpose of irrigation. As meters are read on a two month cycle, the adjustment will be calculated according to the following schedule:
 - (a) Meter Reading Cycle 01
 - April/May billed in June
 - June/July billed in August
 - August/September billed in October
 - (b) Meter Reading Cycle 02
 - May/June billed in July
 - July/August billed in September
 - September/October billed in November

An application may be made to the City Utility Clerk to receive this irrigation adjustment. Once an application is accepted by the Finance Department, it will remain in effect until either the property owner requests to have the adjustment removed or the account is closed.

- (2) The charge for irrigation water used shall be the same as other water; however, there will be no sewer fee charged for the water used for irrigation.
- (3) Such water to be used for irrigation purposes shall be determined in the following manner: An average shall be taken of the amount of water used by the premises during the three bi-monthly billing periods proceeding the irrigation period. Any water used during the irrigation period in excess of this average shall not be assessed a sewer fee.

Section 4.06 Commercial Adjustment

Per Resolution 95-10 Application may be made to the City of Astoria for a Commercial or industrial Business rate adjustment based on the following criteria:

- (1) The bi-monthly water consumption must be greater than 150,000 gallons each period, and
- (2) The account operators must make application to the City on forms supplied by the City, for relief, and
- (3) The account operators or businesses must have a current City business license stating the number of employees, and
- (4) The water must be consumed for or used in an industrial process (other than for personnel or personal use) for the business or industry, and
- (5) Consideration will be given only to the consumption in excess of 150,000 gallons for each bi-month period.

Relief will be allowed on the following basis:

- (6) Water charges will be reduced by 10,000 gallons per billing period, per employee, on the amount in excess of 150,000 gallons.
- (7) The amount of relief will be credited to the business.

Section 5.01. Fees and Rates for Water Service.

- (1) City Council, by this resolution, sets the fees and rates for water service and related activities as described in this resolution in accordance with the following requirements:
 - A. Water service rates shall be based on the combination of a demand charge on open customer accounts plus a consumption charge for the volume of water consumed.
 - B. Water service revenues may also be used for payment or repayment of indebtedness incurred for capital improvements to the water system. Rates may be adjusted for this purpose system-wide or with reference to specifically benefited properties. Rates shall be reviewed by the Finance Director during each fiscal year.
 - C. Account fees, administrative fees, and charges for other water service activities, including service connection charges, shall be based on direct and indirect costs to the utility providing the service
- (2) The access/demand charge is based on meter size as determined by the number of Equivalent Dwelling Units (EDU) assigned to each service. This charge represents the proportionate share of cost each service requires to build and maintain the water system. The meter size shall be used to determine EDU and access/demand charges.

The City supports and encourages the installation of residential fire sprinkler systems that provide significant protection and greatly reduces the potential for major property damage from residential fires. Therefore, a special access/demand charge category has been created for residential fire sprinkler installations.

- (3) All water customers connected to the City water system shall pay an access/demand charge for each two-month billing period as follows effective July 16, 2012:

				<u>Base Charge / Bill Period</u>
5/8" X 3/4"	=	1 EDU	=	\$ 33.41
1" Res. Sprinkler	=	1 EDU	=	36.17
1"	=	3 EDU	=	100.56
1-1/2"	=	7 EDU	=	232.11
2"	=	12 EDU	=	379.56
3"	=	27 EDU	=	840.51
4"	=	48 EDU	=	1521.18
6"	=	109 EDU	=	3376.03
8"	=	194 EDU	=	5783.27
10"	=	303 EDU	=	8912.20

In addition to the above base charge, each customer shall pay the following additional consumption charge based upon the amount of water consumed by each customer per each billing period:
\$3.59 per 1,000 gallons - effective July 1, 2013.

- (4) Charges - Outside City. All users and Water Districts outside Astoria City Limits shall be charged as listed in Section 5.01 (1) and (2), and an additional 10% for providing out-of-city service.
- (5) Service Installation (City service line and meter) Charges are as follows:

5/8" X 3/4" City Service Line and Water Meter	\$1,580.75
1" City Service Line and Water Meter	\$1,863.30
1" Residential Sprinkler Service and Meter	\$1,863.30

An advance deposit of the estimated cost for labor, materials and administration will be required prior to installation of meters greater than 1" in size, or meters that are more than 50 feet from the water main.

Meter Reduction Fee: When a customer requests a reduction in meter size from 1" to a 5/8" - 3/4", a \$100 service fee will be charged. Reduction fees for any other size meter will be determined by an estimate prepared by Public Works Operations staff.

New Developments: When a developer's contractor installs water mains, services lines and vaults or meter boxes, a meter installation fee will be assessed rather than the service installation charge. This fee pays for meter installation and administrative expenses associated with new meters, including plan review, inspection, mapping and account setup. Meter Installation Fees are as follows:

3/4"	\$338.55
1"	\$428.39
1 1/2" & Larger	Installation Cost + \$690.11

The Public Works Department will provide a cost estimate for supply and installation of meters larger than 1". All meters 3" or larger require the installation of a bypass line in accordance with City standards. If meter box and service line is not constructed in accordance with City standards, the City will not install the meter until corrections are made –or- will assess additional charges for work necessary to bring the installation to City standards.

If, in the event, the Public Works Operations Division work schedule conflicts with a customer's water service installation schedule, the customer, at their cost, may hire a prequalified (as determined by the City Engineer) contractor to perform the installation. Work to install said improvements shall be allowed upon issuance of a permit by the City, which obligates permittee to construct improvements which meet all City requirements and specifications. Improvements shall be inspected by the City Engineer or his designated representative before backfilled and accepted. A cost estimate will be prepared by the Public Works Department that will include anticipated costs for inspection or assistance by Public Works personnel. The estimated cost for the City's participation will be paid prior to a permit being issued. An adjustment will be made for actual costs incurred after the work is accepted by the City.

(6) Other Fees.

Fire hydrant permit	\$22.13 for first day
	\$9.77 for each additional day for the first five days, plus metered water.
	For longer-term projects, the hydrant meter permit fee is \$1.30 per day
	after the first five days, plus metered water.
Activation of new service or account (normal working hours).....	\$ 30.60
Turn on/off (because of delinquent bill).....	\$ 46.22 (normal working hours)
Turn on/off (because of delinquent bill).....	\$ 92.45 (after hours)
Reactivation of a dormant account	\$115.89
(including reinstallation of a removed meter)	
Hand delivery of delinquency notice (Green Card).....	\$ 17.25
Mail delivery of delinquency notice (Gold Card).....	\$ 9.11
Reinstatement of suspended service	\$ 30.60

(7) Bills and Payment.

A. Rendering of Bills.

1. Meter Readings. Meters will be read at regular intervals for the preparation of bimonthly bills and as required for the preparation of opening, closing and special bills.
2. Bills for water service shall be rendered bimonthly or upon closing, unless otherwise provided in the rate schedule.

B. Payment of Bills.

1. All bills are due and payable upon receipt. Payment may be made at the City's Finance Department office or at an authorized deposit location.
2. Closing bills will be forwarded to customer after service is discontinued.
3. Delinquent bills will be processed according to procedures outlined in Section 4.03 of this resolution.

C. Billings of Separate Meters Not Combined.

Each meter on a customer's premises will be considered separately, and the readings of two or more meters will not be combined.

(8) Leak Adjustment.

When a leak occurs on a metered account, it is the responsibility of the owner to see that repairs are made as quickly as possible. If the leak has caused the monthly charge to be excessive, the responsible person may request an adjustment in writing with said request attesting that the leak has been repaired. The formula for the adjustment is 1/12 the yearly average plus 20% of the excessive charge, using the nearest rounded figure. Only two separate adjustments may be made per account per calendar year. The sewer billing adjustment (for usage over 4,000 gallons) will be based on the adjusted average water billing.

Section 6.01. Penalties.

Any violation of these regulations may subject violator to water turn off, \$130.21 fine, or both, in addition to any other legal remedies available to the City.

Section 6.02. Repeal.

Resolution No. 12-18, adopted by the City Council on August 20, 2012, is hereby repealed and superseded by this resolution.

Section 6.03. Effective Date.

The provisions of this resolution shall be effective July 1, 2013.

ADOPTED BY THE CITY COUNCIL THIS 17th DAY OF JUNE 2013.

APPROVED BY THE MAYOR THIS THIS 17th DAY OF JUNE 2013.

Mayor

ATTEST:

City Manager

ROLL CALL ON ADOPTION	YEA	NAY	ABSENT
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Councilor LaMear
Herzig
Mellin
Warr
Mayor Van Dusen



PUBLIC WORKS WATER RULES AND REGULATIONS

APPENDIX A

Access charge is based on meter size (Equivalent Dwelling Unit - EDU).

All services to be converted to EDUs.

EDU is established as relative consumption compared to a single family detached dwelling, assuming each EDU consumption is 320 gallons per day: 9,600 gallons per month.

All units and consumption figures are based on national average uses.

UNIT DESCRIPTION	CONSUMPTION GAL//UNIT/DAY	EDU/UNIT
1 family, detached	320	= 1.00 ea
3 bedroom duplex	300	= 0.94 ea
2 bedroom duplex	280	= 0.88 ea
1 bedroom duplex	260	= 0.81 ea
3 bedroom apartment (bldg 3 or more units)	260	= 0.81 ea
2 bedroom apartment	220	= 0.69
1 bedroom apartment	180	= 0.56
Studio apartment	160	= 0.50
Trailer space (park)	260	= 0.81
Hotel/Motel	160/room	= 0.50/room
Rest Home	160/bedroom	= 0.50/bed
Hospital	320/bed	= 1.00/bed
High School	16/student	= 1.00/20 student
Elementary School	10/student	= 1.00/32 student
Church	320/150 seats	= 1.00/150 seats
Restaurant	40/seat	= 1.00/8 seats
Service Station	640/station	= 2.00/station
Commercial/Industrial/General	320/1,500 square foot or 9 employees	= 1.00, 1500 sq/ or 9 employees

1 - 2	EDU	=	¾" meter
3 - 5	EDU	=	1" meter
6 - 9	EDU	=	1 ½" meter
10 -15	EDU	=	2" meter
16 - 34	EDU	=	3" meter
35 - 60	EDU	=	4" meter
61- 120	EDU	=	6" meter
121 - 220	EDU	=	8" meter
225 - 350	EDU	=	10" meter

Any application for water/sewer service will be classified relative to EDU and the indicated meter size will be required as a minimum.



PUBLIC WORKS WATER RULES AND REGULATIONS

APPENDIX B

PREMISES REQUIRING ISOLATION BY AN APPROVED AIR GAP OR REDUCED PRESSURE PRINCIPLE TYPE OF ASSEMBLY HEALTH HAZARD	
1.	Agricultural (e.g. farms, dairies)
2.	Beverage bottling plants*
3.	Car Washes
4.	Chemical plants
5.	Commercial laundries and dry cleaners
6.	Premises where both reclaimed and potable water are used
7.	Film processing plants
8.	Food processing plants
9.	Medical centers (e.g. hospitals, medical clinics, nursing homes, veterinary clinics, dental clinics, blood plasma centers)
10.	Premises with irrigation systems that use the water supplier's water with chemical additions (e.g., parks, playgrounds, golf courses, cemeteries, housing estates)
11.	Laboratories
12.	Metal plating industries
13.	Mortuaries
14.	Petroleum processing or storage plants
15.	Piers and docks
16.	Radioactive material processing plants and nuclear reactors
17.	Wastewater lift stations and pumping stations
18.	Wastewater treatment plants
19.	Premises with piping under pressure for conveying liquids other than potable water and the piping is installed in proximity to potable water piping
20.	Premises with an auxiliary water supply that is connected to a potable water supply
21.	Premises where water supplier is denied access or restricted access for survey
22.	Premises where water is being treated by the addition of chemical or other additives

* A Double Check Valve Backflow Prevention Assembly could be used if the water supplier determines there is only a non-health hazard at a beverage bottling plant.

RESOLUTION NO. 13-____

A RESOLUTION ESTABLISHING RULES, REGULATIONS, RATE CHARGES
AND CONDITIONS FOR SEWER SERVICE

WHEREAS, the City of Astoria provides a valuable public service by providing a sewer system inside the City limits. These sewer facilities constitute a public utility owned and operated by the City of Astoria. The utility exists for the benefit of persons within the City who wants to have the system available for disposing of sewage.

WHEREAS, users of the sewer system should be charged rates that reflect the operation of this system as a public utility in the City, persons who do not use the sewer utility should not be required to pay monthly utility rates. Use of the sewer system occurs when the water service to improved property is requested to provide water for the property, because water is the medium for carrying sewage through the system.

WHEREAS, the rate structure of the sewer utility should be based upon a fee for service consistent with the above findings. Although this rate structure is intended to constitute a service charge, even if it is viewed as a charge against property or against a property as a direct consequence of ownership of that property, the utility's rate structure should, nonetheless, endeavor to allow the owner the ability to control the amount of the charge. Similarly, the utility's rate structure should reflect the full actual direct and indirect costs of providing the service.

WHEREAS, under Section 3.040 of the Astoria Code, the City Manager is authorized to enforce sewer rules and regulations and the City Council hereby approves the following rules and regulations and sets the sewer rates.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASTORIA, THAT THE FOLLOWING RULES AND REGULATIONS SHALL BECOME EFFECTIVE UPON PASSAGE:

SEWER REGULATIONS

Section 1.01. Definitions.

- (1) "City" shall mean City of Astoria, or its authorized designee or representative.
- (2) "BOD" (denoting Biochemical Oxygen Demand) shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at 20 degrees C, expressed in milligrams per liter.
- (3) "Building Drain" shall mean that part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste, and other drainage pipes inside the walls of the building and conveys it to the building sewer, beginning five (5) feet (1.5 meters) outside the inner face of the building wall.
- (4) "Building Sewer" shall mean the extension from the building drain to the public sewer or other place of disposal.
- (5) "Combined Sewer" shall mean a sewer that is designed as a sanitary sewer and a storm sewer.
- (6) "Customer" shall mean a person, corporation, association or agency who has requested and is receiving water and sewer service.
- (7) "Garbage" shall mean solid waste from the domestic and commercial preparation, cooking and dispensing of food, and from the handling, storage and sale of produce.

- (8) "Industrial Waste" shall mean the liquid waste from industrial manufacturing processes, trade, or business as distinct from domestic-type sewage.
- (9) "Natural Outlet" shall mean any outlet into a watercourse, pond, ditch, lake or other body of surface or ground water.
- (10) "Person" shall mean any individual, firm, company, association, society, corporation or group.
- (11) "pH" shall mean the logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution.
- (12) "Properly Shredded Garbage" shall mean the waste from the preparation, cooking and dispensing of food that have been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half (1/2) inch (1.27 centimeters) in any dimension.
- (13) "Public Sewer" shall mean a sewer in which all owners of abutting properties have equal rights, and is controlled by public authority.
- (14) "Sanitary Sewer" shall mean a conduit intended to carry liquid and water-carried waste from residences, commercial buildings, industrial plants and institutions together with minor quantities of ground, storm and surface water that are not intentionally admitted.
- (15) "Sewage" shall mean a combination of the water-carried waste from residences, business buildings, institutions and industrial establishments, together with such ground, surface and storm water as may be present.
- (16) "Sewage Treatment Plant" shall mean any arrangement of devices and structures used for treating sewage.
- (17) "Collection Systems" shall mean all facilities for collecting, pumping, treating and disposing of sewage.
- (18) "Sewer" shall mean a pipe or conduit for carrying sewage.
- (19) "Shall" is mandatory; "may" is permissive.
- (20) "Slug" shall mean any discharge of water, sewage or industrial waste which in concentration of any given constituent or in quantity of flow exceeds for any period of duration longer than fifteen (15) minutes more than five (5) times the average twenty-four (24) hour concentration or flows during normal operation.
- (21) "Storm Sewer" (sometimes termed "storm drain") shall mean a sewer designed to carry only storm water, surface run-off, street wash water and drainage.
- (22) "Suspended Solids" shall mean solids that are either floating on the surface of, or are in suspension in water, sewage, or other liquids and which are removable by laboratory filtering.
- (23) "Watercourse" shall mean a channel in which a flow of water occurs either continuously or intermittently.

Section 1.02. Use of Public Sewer Required.

- (1) No person shall deposit or permit to be deposited in an unsanitary manner any human or animal excrement, garbage or other objectionable waste upon public or private property within the City of Astoria, or in any area under the jurisdiction of said City.
- (2) No person shall discharge any sanitary sewage, industrial waste, or other polluted waters to any natural outlet within the City of Astoria, or in any area under the jurisdiction of said City.
- (3) The owners of residences, buildings or properties used for human occupancy, employment, recreation or other purposes, within the City and abutting any street, alley or right-of-way in which a public sanitary or combined sewer of the City, is located or may be located in the future, are hereby required to install suitable toilet facilities therein, at their own expense, and to connect such facilities directly to the proper public sewer in accordance with the provisions of these rules and regulations within 90 days from the date of official notice to do so, provided that said public sewer is within 500 feet of the property line. If the owner fails to connect to the sewer as required, or fails to pay the connection and tapping charge when due, the City may discontinue water service until the connection is made and the charge is paid.
- (5) Except as hereinafter provided, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool, or other facility intended or used for the disposal of sewage.

Section 1.03. Building Sewers and Connections.

- (1) No unauthorized person shall uncover, make any connections with or opening into, use, alter, or disturb any public sewer or appurtenance thereof without first obtaining a written permit from the City.
- (2) There shall be two (2) classes of building sewer permits: (1) for residential and commercial services, and (2) for service to establishments producing industrial waste. In either case, the owner or his agent shall make application for service on a special form provided by the City. The permit application shall be supplemented by any plans, specifications, or other information considered pertinent in the judgment of the City. Fees are set forth in Section 1.08.
- (3) All costs and expenses incidental to the installation and connection of a building sewer shall be borne by the owner. The owner shall indemnify the City from any loss or damage incurred, directly or indirectly by the installation of the building sewer.
- (4) A separate and independent building sewer shall be provided for each residential unit within a condominium and for each residential building. Each commercial or industrial building shall have a separate and independent building sewer.
- (5) An old building sewer may be used in connection with new buildings only when it, upon examination and testing by the City, to meet all requirements of this resolution.
- (6) The connection of the building sewer to the public sewer shall be made at a "Y" branch or "T" if such fitting is available at a suitable location. If no fitting is available, a tap will be made using an approved tapping saddle. Where no properly located "Y" branch or "T" is available, the tap will be made by the City for a tapping charge as given in Section 1.08 or by a State licensed plumbing contractor. If the connection is made by a contractor, the contractor shall have the connection inspected by the City prior to backfilling.
- (7) All excavations for building sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Public property disturbed in the course of the work shall be restored in a manner satisfactory to the City within a reasonable time.

- (8) The user/owner of any private or building sewer shall be responsible for maintenance to the point of connection with the public sewer.
- (9) The size, slope, alignment, materials or construction of a building sewer, and the methods to be used in excavating, placing of pipe, jointing, testing, and trench backfilling, shall conform to the requirements of the building and plumbing code or other applicable rules and regulations of the City. In the absence of code provisions or in amplification thereof, the material and procedures set forth in appropriate specifications of the American Society for Testing and Materials (ASTM) and Water Pollution Control Facility (WPCF) Manual of Practice No. 9 shall apply.
- (10) Whenever possible, the building sewer shall be brought to the building at an elevation below the basement floor. In all buildings in which drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by such building drain shall be lifted by an approved means and discharged to the building sewer.
- (11) The connection of the building sewer to the public sewer shall conform to requirements of the building and plumbing code or other applicable rules and regulations of the City, or the procedures set forth in appropriate specifications of the ASTM and the WPCF Manual of Practice No. 9. All such connections shall be made gastight and watertight. Any deviation from the prescribed procedures and materials must be approved by the City prior to installation.
- (12) The applicant for a building sewer permit shall notify the Public Works Engineering office when the building sewer is ready for inspection and connection to the public sewer. Connections made by a contractor must be inspected by the City prior to backfilling.

Section 1.04. Use of Public Sewers.

- (1) No person shall discharge or cause to be discharged any storm water, surface water, ground water, roof runoff, subsurface drainage, cooling water or unpolluted industrial process water to any sanitary sewer where there is a storm sewer system available. New construction or extensive remodeling in areas where separate City sewers are not available will be piped separately to the street right-of-way line, and joined into a combined sewer line to the City main.
- (2) Storm water and all other unpolluted drainage shall be discharged to such sewers specifically designated as combined sewers or storm sewers, or to a natural outlet approved by the City. Upon approval by the City, industrial cooling water or unpolluted process water may be discharged to a storm sewer, combined sewer, or natural outlet.
- (3) No person shall discharge or cause to be discharged any of the following described water or waste to any public sewers:
 - (a) Gasoline, benzene, naphtha, fuel oil or other flammable or explosive liquid, solid or gas.
 - (b) Water or waste containing toxic or poisonous solids, liquids, or gases in sufficient quantity, either singly or by interaction with other waste that may injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, create a public nuisance, or create any hazard in the receiving water of the sewage treatment plant, including but not limited to cyanides in excess of two (2) mg/l as cyanide ion in the waste as discharged to the public sewer.
 - (c) Water or waste having a pH lower than 6.2 or having any other corrosive property capable of causing damage or hazard to structures, equipment and personnel of the collection systems.
 - (d) Solid or viscous substances in quantities or size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the collection systems such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar,

plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshings, entrails and paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders.

- (4) No person shall discharge or cause to be discharged the following described substances, materials, water or waste if it appears likely in the opinion of the City that such waste can harm either the sewers, sewage treatment process, or equipment, have an adverse effect on the receiving stream, or can otherwise endanger life, limb, public property, or constitute a nuisance. In forming an opinion as to the acceptability of these waste, the City will consider such factors as to quantities of subject waste in relation to flows and velocities in the sewers, construction materials of the sewers, nature of the sewage treatment process, capacity of the sewage treatment plant, degree of treatability of waste in the sewage treatment plant and other pertinent factors. The substances prohibited are:
- (a) Liquid or vapor having a temperature higher than 150 degrees F (65 degree C).
 - (b) Water or waste containing fats, wax, grease or oils, whether emulsified or not, in excess of 100 mg/L or containing substances which may solidify or become viscous at temperatures between 32 degrees and 150 degrees F (0 and 65 degrees C).
 - (c) Garbage that has not been properly shredded. The installation and operation of any garbage grinder equipped with a motor of three-fourths (3/4) horsepower (0.76 hp metric) or greater shall be subject to the review and approval by the City.
 - (d) Water or waste containing strong acid iron pickling waste, or concentrated plating solutions whether neutralized or not.
 - (e) Water or waste containing iron, chromium, copper, zinc and similar objectionable or toxic substances; or waste exerting an excessive chlorine requirement, to such degree that any such material received in the composite sewage at the sewage treatment works exceeds the limits established by the City for such materials.
 - (f) Water or waste containing phenols or other taste-or-odor-producing substances, in such concentrations exceeding limits which may be established by the City as necessary, after treatment of the composite sewage, to meet the requirements of the State, Federal, or other public agencies of jurisdiction for such discharge to the receiving water.
 - (g) Radioactive waste or isotopes of such half-life or concentration that may exceed limits established by the City in compliance with applicable State or Federal regulations.
 - (h) Water or waste having a pH less than 6.2 or greater than 8.5.
 - (i) Materials which exert or cause:
 - 1. Unusual concentrations of inert suspended solids (such as, but not limited to, Fullers earth, lime slurries, and lime residues) or of dissolved solids (such as, but not limited to, sodium chloride and sodium sulfate).
 - 2. Excessive discoloration (such as, but not limited to, dye waste and vegetable tanning solutions).
 - 3. Unusual BOD, chemical oxygen demand, or chlorine requirements in such quantities as to constitute a significant load on the sewage treatment works.
 - 4. Unusual volume of low or concentration of waste constituting "slugs" as defined herein.

- (j) Water or waste containing substances which are not amenable to treatment or reduction by the sewage treatment processes employed, or are amenable to treatment only to such degree that the sewage treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving water.
- (5) If any water or waste is discharged or are proposed to be discharged to the public sewers, which water contain the substances or possess the characteristics enumerated in paragraphs 3 and 4 of this section, or which in the judgment of the City may have a deleterious effect upon the collection systems, processes, equipment, or receiving water, or which otherwise create a hazard to life or constitute a public nuisance, the City may:
 - (a) Reject the waste;
 - (b) Require pretreatment to an acceptable condition for discharge to the public sewers;
 - (c) Require control over the quantities and rates of discharge; and/or
 - (d) Require payment according to Section 1.09.

If the City permits the pretreatment or equalization of waste flows, the design and installation of the plants and equipment shall be subject to review and approval by the City and subject to the requirements of all applicable codes, ordinances and laws.

- (6) Grease, oil and sand interceptors shall be installed and maintained by the customer when, in the opinion of the City, interceptors are necessary for the proper handling of liquid waste containing grease in excessive amounts, or any flammable waste, sand or other harmful ingredients; except that such interceptors shall not normally be required for private living quarters or dwelling units. All interceptors shall be of a type and capacity approved by the City and shall be placed in a location that is readily accessible for cleaning and inspection.
- (7) Where preliminary treatment or flow-equalizing facilities are provided for any water or waste, they shall be maintained continuously in satisfactory and effective operation by the owner at his expense.
- (8) When required by the City, the owner of any property serviced by a building sewer carrying industrial waste shall install a suitable control manhole together with such necessary meters and other appurtenances in the building sewer to facilitate observation, sampling, and measurement of the waste. Such manhole, when required, shall be accessibly and safely located and shall be constructed in accordance with plans approved by the City. The manhole shall be installed by the owner at his expense, and shall be maintained by the owner so as to be safe and accessible at all times.
- (9) All measurements, tests, and analyses of the characteristics of water and waste to which reference is made in this resolution shall be determined in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater", published by the American Public Health Association, and shall be determined at the control manhole provided, or upon suitable samples taken at said control manhole. In the event that no special manhole has been required, the control manhole shall be considered to be the nearest downstream manhole in the public sewer to the point at which the building sewer is connected. Sampling shall be carried out by customarily accepted methods to reflect the effect of constituents upon the collection systems and to determine the existence of hazards to life, limb, and property. (The particular analyses involved will determine whether a 24-hour composite of all outfalls of a premise is appropriate or whether a grab sample or samples should be taken. Normally, but not always, BOD and suspended solids analyses are obtained from 24-hour composites of all outfalls whereas pHs are determined from periodic grab samples or continuous pH recorder.)

Section 1.05. Protection from Damage.

No person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface or tamper with any structure, appurtenance, or equipment which is a part of the municipal collection systems. Any person violating this provision shall be subject to immediate arrest. The utility shall be reimbursed by the offender for any such damage promptly, upon presentation of a bill, along with any other compensation due.

Section 1.06. Powers and Authority of Inspectors.

Duly authorized employees of the City bearing proper credentials and identification shall be permitted to enter upon all properties for the purpose of inspection, observation, measurement, sampling, and testing, in accordance with the provisions of these rules and regulations.

Section 1.07. Penalties.

- (1) Any person found in violation of any provisions of these rules and regulations, excluding Section 1.05 shall be served by the City with written notice stating the nature of the violation and a reasonable time limit for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease all violations.
- (2) Any person who continues any violation beyond the time limit provided for in Section 1.07, subsection (1), shall be guilty of a misdemeanor. Each day in which any such violation continues shall be deemed a separate offense.
- (3) Any person violating any of the provisions of these rules and regulations shall become liable to the City for any expense, loss or damage occasioned the City by reason of such violation.

Section 1.08. Connection and Tapping Charges.

- (1) Each permit application shall be accompanied by the payment in full of the connection deposit determined according to the schedule below. The amount of the connection deposit is determined on a basis of the water meter size required to meet the occupancy requirements.
- (2) The connection deposit shall be as follows:

<u>Size of Water Meter</u>	<u>Connection Charge</u>
5/8" or 3/4"	\$ 738.40
1"	1,470.37
1-1/2"	2,098.47
2"	3,367.82
3"	6,936.35
4"	9,663.23
6"	19,222.57
8"	33,911.55
10"	43,937.10

Connection charges for meters larger than 10" shall be determined by the City Council. A final billing for connection charges is based upon the actual cost of labor, materials and administration.

- (3) Actual taps of the City sewer will be performed by the City or an authorized contractor. The tapping charges are based upon the actual cost of labor, materials, and administration.

An estimate of the tapping charge shall be paid as a deposit prior to the issuance of a permit.

- (4) The applicant shall make the excavation, with proper shoring, to the City sewer. The City will inspect the excavation prior to the City or contractor performing the actual tap.
- (5) Storm Water Connection Fee. The service fee for storm water connection to property that is of average lot size (5,000 square feet) is \$500. Fees for property larger than 5,000 square feet and commercial properties will be calculated at \$0.10 per square foot.

Section 1.09. Sewer Service Charge.

- (1) The owner, lessee, or agent of any premises connected to the City sewer system, except those producing waste as described in Section 1.04, shall pay a sewer service charge as follows:
 - (a) The bi-monthly minimum sewer service charge for dwelling units shall be \$39.11 effective July 1, 2013.
 - (b) For bi-monthly water use in excess of 4,000 gallons for each installed meter, the sewer service charges shall be the bi-monthly minimum sewer service charge plus \$4.36 per each thousand gallons in excess of 4,000 gallons, effective July 1, 2013. In any case, the charge shall not be less than the minimum sewer service charge.
- (2) Those premises producing waste as described in Section 1.04, which the City is willing to accept, shall pay the rates set forth in subsection (1) above, plus any added costs of handling and treating the waste not covered by existing sewer charges.
- (3) All properties in the City of Astoria with a minimum of 500 square feet of space used for lawn and/or garden area are hereby given the privilege (option) of using City water for the purpose of irrigation. As meters are read on a two month cycle, the adjustment will be calculated according to the following schedule:
 - (a) Meter Reading Cycle 01
 - April/May billed in June
 - June/July billed in August
 - August/September billed in October
 - (b) Meter Reading Cycle 02
 - May/June billed in July
 - July/August billed in September
 - September/October billed in November

An application may be made to the City Utility Clerk to receive this adjustment. Once an application is accepted by the Finance Department, it will remain in effect until either the property owner requests to have the adjustment removed or the account is closed.

- (4) Charges for irrigation water used shall be the same as other water; however, there will be no sewer fee assessed for the water used for irrigation.
- (5) Water used for irrigation purposes shall be determined in the following manner: An average shall be taken of the amount of water used at the premises during the three bi-monthly billing periods preceding the irrigation period. Any water used during the irrigation period in excess of this average shall not be assessed a sewer fee.
- (6) The bill shall be prorated equitably for less than a one-month period in case of occupancy change.
- (7) Effective July 1, 2013, customers disposing of septic tank waste shall pay sewer service charges as follows:
 - (a) \$142.49 per thousand gallons; payment must be made for the full load capacity of the delivering vehicle regardless of actual quantity

- (b) No funds will be accepted at the lagoon dumping station. Septic tank waste disposal permits must be purchased from the Finance Director's office and shall be presented to the attendant at the lagoon prior to dumping.
- (c) Septic tank waste shall not be injected into the City of Astoria sewer system at any place other than at the lagoon dump station.

Section 1.10. Surcharge for Combined Sewer Overflow

- (1) The Finance Director shall bill and collect a 77% surcharge on all sewer billings to be applied to the correction of Combined Sewer Overflows (CSO) in Astoria.
- (2) The CSO surcharge shall be billed as part of the sewer item on the municipal water bill for every customer and it is due and collectable at the same time and in the same manner as the water bill. All monies collected as CSO surcharges will be placed in a CSO Fund and will be used exclusively for the correction of combined sewer overflows in Astoria.
- (3) If a CSO surcharge is not paid when due, the City may shut off water service until all delinquent utility charges are fully paid. Procedures and fees for processing of delinquent accounts are as provided in the current resolution establishing rules and regulations for water service.

Section 1.11. Billing Procedures.

- (1) Procedures and rules governing the billing, collection, credit extension and shut off for past due accounts are contained in the Water Resolution sections 1.01.
- (2) The sewer service charge shall be billed as a separate item on the municipal water bill for the same customer and is due and collectible at the same time and in the same manner as the water bill. All funds collected as sewer charges will be placed in the sewer department of the Public Works Fund.

Section 1.12. Private Sewage Disposal.

- (1) When a public sanitary sewer is not available under the provisions of Section 1.02, the building sewer shall be connected to a private sewage disposal system complying with the provisions of this resolution.
- (2) Before commencement of construction of a private sewage disposal system, the owner shall first obtain a written permit from the Oregon State Department of Environmental Quality.
- (3) At such time as a public sewer becomes available to a property served by a private sewage disposal system as provided in Section 1.02, a direct connection shall be made to the public sewer in compliance with this resolution, and any septic tanks, cesspools, and similar private sewage disposal facility shall be abandoned in accordance with State law at no expense to the City.
- (4) The owner shall operate and maintain the private sewage disposal facilities in a sanitary manner at all times at no expense to the City.
- (5) No statement contained in this resolution shall be construed to interfere with any additional requirements that may be imposed by the Oregon State Department of Environmental Quality.

Section 1.13. Nonuse of Sewer.

If a sewer which connects a building with the City sewer system is not to be used due to the fact that the water has been turned off at the premises, and the Finance Director has received a written notice that there

will be no use of the sewer or water, the owner or occupant shall not be charged for sewer use during the period of discontinuance or until the water is turned on.

Section 1.14. Private Water Supply.

Where a private source of water is used and then discharged into the sewer system, the private source shall be metered and the sewer service charge determined as provided in Section 1.09.

Section 1.15. Penalties.

Any violation of these regulations may subject violator to water turn off, a \$262.73 fine, or both, in addition to any other legal remedies available to the City.

Section 1.16. Review and Revision of Rates.

Sewer service charges established in Section 1.09 of this resolution shall, at a minimum, be reviewed annually and revised periodically to reflect actual costs of operation, maintenance, and replacement of the treatment works and to maintain the equitability of the user charge with respect to proportional distribution of the cost of operation and maintenance in proportion to each user's contribution to the total wastewater loading of the treatment works.

Section 1.17. Notification.

Each user will be notified, at least annually, in conjunction with a regular bill, of the rate and that portion of the user charges, which are attributable to wastewater treatment services.

Section 1.18. Repeal of Resolution.

Resolution No. 12-19, adopted by the City Council on July 16, 2012, is hereby repealed and superseded by this resolution.

Section 1.19. Effective Date.

The provisions of this resolution shall be effective July 1, 2013.

ADOPTED BY THE CITY COUNCIL THIS 17TH DAY OF JUNE, 2013.

APPROVED BY THE MAYOR THIS 17TH DAY OF JUNE, 2013.

ATTEST:

Mayor

City Manager

ROLL CALL ON ADOPTION

YEA

NAY

ABSENT

Councilor LaMear

Herzig

Mellin

Warr

Mayor Van Dusen




CITY OF ASTORIA

Founded 1811 • Incorporated 1856

June 5, 2013

MEMORANDUM

TO: Paul Benoit, City Manager

FROM:  Mark Carlson, Finance Director

SUBJECT: Resolution Appropriating Expense and Unanticipated Revenue Adjustments

Discussion & Analysis

As the end of FYE June 30, 2013 approaches, it is important that proper appropriations have been made for all funds. The attached resolution accomplishes that by making appropriation adjustments for Funds that had unanticipated expenses and resources during the last year.

The following Funds require expense adjustments:

- In the General Fund, Municipal Court has experienced additional expenses for indigent defense and assessments to the state in the amount of \$5,000.
- The General Fund transfer to the Parks Operation Fund is proposed to increase by \$155,000. Revenue and expenses in this Fund are budgeted conservatively, with year-end adjustments made to reflect actual activities. The net of transfers is less than the two previous years.
- The Capital Improvement Fund had a retainage payment of \$85,000 for the City Hall remodel that was budgeted in the 11-12 fiscal year and did not get paid until the 12-13 fiscal year.
- The Emergency Communication Fund requires an appropriation of \$30,000 for an increase in Personnel Services.
- The General Fund transfer to the Unemployment Fund requires additional an increase of \$44,500 for unemployment claims experienced during FYE June 30, 2013.

These appropriation adjustments were anticipated in preparation of the FYE 2014 budget and will be offset by the contingency of the related fund.

Two Funds received unanticipated revenues during FYE June 30, 2013.

- First, in the 17th Street Dock fund a \$1,650,000 loan from the Infrastructure Finance Authority (IFA) was received to supplement the Connect Oregon grant to rebuild the 17th Street Dock.
- Second, in the Landfill Reserve Fund an agreement with Western Oregon Waste provides that they will pay rent for the transfer station property which is at the old City landfill site. Receipt of these funds was not anticipated when the 2012-13 budget was prepared. So, it is necessary to appropriate rent proceeds of \$41,040. This appropriation will be offset by additional expenditures in the capital outlay portion of the budget.

The attached resolution will accomplish the adjustments detailed above.

Recommendation

It is recommended that the City Council consider this resolution for adoption.



Mark Carlson, CPA
Finance Director

Resolution No. 13-

A RESOLUTION MAKING APPROPRIATIONS WITHIN A FUND.

WHEREAS, ORS 294.450(1), authorizes the City Council to transfer appropriations within a fund and,

WHEREAS, ORS 294.338 provides that monies received from grants, gifts, bequests or devises for specific purposes may be lawfully expended after enactment of an appropriation resolution.

WHEREAS, in accordance with ORS 294.326(4), the City Council may make appropriations to accommodate circumstances that were not foreseen at the time the budget was adopted, and

WHEREAS, the City received a loan of \$1,650,000 to supplement the Connect Oregon grant to rebuild the 17th Street Dock;

WHEREAS, the City received unanticipated rents for the Landfill Reserve Fund in the amount of \$41,040;

WHEREAS, receipt of these proceeds was not known when the 2012-13 budget was prepared.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF ASTORIA:

Section 1. That \$5,000 is appropriated to the Personal Services and \$5,000 to Miscellaneous line items in the Municipal Court Department from Contingency in the General Fund.

Section 2. That \$155,000 is appropriated to the Transfer to Parks Operations line item in the Non and Interdepartmental from Contingency in the General Fund.

Section 3. That \$85,000 is appropriated to the Capital Outlay line items from the Ending Fund Balance of the Capital Improvement Fund.

Section 4. That \$30,000 is appropriated to the Personal Services line item from the Contingency of the Emergency Communications Fund.

Section 5. That \$1,650,000 is appropriated to Capital Outlay, Improvements Other than Buildings in the 17th Street Dock Fund.

Section 6. That \$41,040 is appropriated to Capital Outlay, Improvements Other than Buildings in the Landfill Reserve Fund.

Section 7. That \$44,500 is appropriated to the Transfer to the Unemployment Fund line item in the Non and Interdepartmental from Contingency in the General Fund.

Section 8. That \$44,500 is appropriated to the Unemployment Claims line item in the Unemployment Fund.

ADOPTED BY THE CITY COUNCIL THIS _____ DAY OF _____, 2013.

APPROVED BY THE MAYOR THIS _____ DAY OF _____, 2013.

Mayor

ATTEST:

City Manager

ROLL CALL ON ADOPTION

YEA NAY ABSENT

Commissioner LaMear
Herzig
Mellin
Warr

Mayor Van Dusen



**CITY OF ASTORIA
COMMUNITY DEVELOPMENT
DEPARTMENT**

MEMORANDUM

June 7, 2013

TO: ASTORIA CITY COUNCIL

FROM:  PAUL BENOIT, CITY MANAGER

SUBJECT: 2013/2014 BUILDING CODE SERVICES CONTRACT

DISCUSSION/ANALYSIS

For fiscal year 2012-2013, City Council approved a contract with Jim Brien, Combined Inspection Services, Inc. for plumbing inspections as well as vacation and emergency coverage. The contract will expire at the end of June 2013. Mr. Brien has provided excellent service over the past year and it is proposed that the contract be renewed for the 2013-2014 fiscal year.

The contract rate for services would remain at \$65.00 per hour for all services, which is well in line with other previously hired private inspection agency fees. Combined Inspection Services, Inc. is already providing similar services for Clatsop County, Gearhart, Warrenton and Cannon Beach and would help continue to provide an excellent level of consistency in our commercial plumbing inspection program. A contract in an amount not to exceed \$15,000 is attached to this memorandum. The contract has been reviewed and approved as to form by City Attorney Henningsgaard.

RECOMMENDATION

It is recommended that Council approve the attached contract with Complete Inspection Services Inc. for a not to exceed amount of \$15,000 to provide inspection services for the 2013/2014 Fiscal Year.

By: 
Jack E. Applegate, Building Official/Code Enforcement Officer

Through: 
Brett Estes, Community Development Director /
Assistant City Manager

CITY OF ASTORIA
CONTRACT FOR PROFESSIONAL SERVICES

This Contract, made and entered into this ____ day of June 2013, by and between the City of Astoria, a municipal corporation of the State of Oregon, hereinafter called "CITY", and Combined Inspection Services Inc. hereinafter called "CONSULTANT", duly authorized to perform such services in Oregon.

WITNESSETH

WHEREAS, CONSULTANT is undertaking to provide on call as needed building inspection service, plan review service, to the CITY.

WHEREAS, the projects involved are all types of construction projects requiring the issuance of a building permit within the City.

WHEREAS, CONSULTANT represents itself as possessing the skills and experience necessary to perform said services.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, hereby agree as follows:

1. Scope of Services. CONSULTANT shall provide professional services at the request of, and in consultation with, the CITY, under the direction of the Director, Community Development. The specific services that CONSULTANT shall provide are set forth in the Statement of Services attached hereto as Exhibit A.
2. Term of Agreement. This agreement shall be valid beginning July 1, 2013 through June 30, 2014.
3. Time of Performance. CONSULTANT shall complete the scope of services as follows: Residential plans deemed simple under Oregon Revised Statue (ORS) 455.455 and 455.457, within ten (10) working days. Commercial plans may vary depending on the complexity, however a normal plan review time will be within fifteen (15) working days.
4. Compensation. The CITY shall pay CONSULTANT for services rendered in accordance with the attached Fee Schedule marked Exhibit B. Combined compensation under this contract shall not exceed \$15,000. Payment shall be made within 30 days after CONSULTANT submits an itemized statement for work performed to the CITY Community Development Department, Building Division.

5. Obligations of CITY. The CITY shall, to the extent reasonable and practicable, assist and cooperate with CONSULTANT in the performance of CONSULTANT services hereunder. Such cooperation and assistance shall include, but not be limited to:
 - a. Providing two sets of plans and documents to CONSULTANT at their designated office;
 - b. Obtaining from the applicant, the necessary items to allow plan checking to be completed expeditiously-such items shall include complete plans, construction specifications, soils reports, energy calculations, structural calculations, name, address, and telephone number of the applicant or his designee and similar items necessary for a particular project;
 - c. Providing the valuation for proposed construction or requesting that CONSULTANT calculate the valuation; and
 - d. Providing CONSULTANT with copies of any CITY ordinances that modify the Standard regulations of review.
6. Right to Terminate Contract. Contract may be terminated at any time, by either party, without cause, upon 30 days prior written notice.

All terms and conditions of the contract are considered material and failure by CONSULTANT to comply with any said terms or conditions shall, at the City's option, be deemed a breach of contract. Upon such failure, the CITY shall have the right, whether an alternative right is provided or not, to declare the contract terminated. Notice shall be given in writing to the CONSULTANT and shall be effective 15 days from the date of delivery.

CITY may cancel all or any part of the Contract in the event of any of the following: Insolvency of CONSULTANT; voluntary or involuntary petition in bankruptcy by or against CONSULTANT; appointment of a receiver or trustee for CONSULTANT, or an assignment for benefit of creditors of CONSULTANT. Damages for breach shall be those allowed by Oregon Law, reasonable and necessary attorney's fees, and other costs of litigation at trial and upon appeal. Notice shall be given in writing to the CONSULTANT and shall be effective 30 days from the date of delivery.

7. Insurance. While acting within the scope of the duties described in this agreement CONSULTANT shall be an Agent of the City and therefore covered by the tort liability insurance policies currently in place.

8. Independent Consultant. CONSULTANT'S services shall be provided under the general supervision of the CITY Community Development Director or his designee, but CONSULTANT shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under Section 4 of this Contract.

CONSULTANT acknowledges that for all purposes related to this Contract, CONSULTANT is and shall be deemed to be an independent contractor and not an employee of the City, shall not be entitled to benefits of any kind to which an employee of the City is entitled and shall be solely responsible for all payments and taxes required by law; and furthermore in the event that CONSULTANT is found by a court of law or an administrative agency to be an employee of the City for any purpose, City shall be entitled to offset compensation due, or to demand repayment of any amounts paid to CONSULTANT under the terms of the Contract, to the full extent of any benefits or other remuneration CONSULTANT receives (from City or third party) as result of said finding and to the full extent of any payments that City is required to make (to CONSULTANT or a third party) as a result of said finding.

The undersigned CONSULTANT hereby represents that no employee of the City of Astoria, or any partnership or corporation in which a City of Astoria employee has an interest, has or will receive any remuneration of any description from the CONSULTANT, either directly or indirectly, in connection with the letting or performance of this Contract, except as specifically declared in writing.

9. Indemnification. With regard to any actions taken outside the scope of the duties described in this agreement, CONSULTANT agrees to indemnify and hold harmless the City of Astoria, its Officers, and Employees against and from any and all loss, claims, actions, suits, reasonable defense costs, attorney fees and expenses for or on account of injury, bodily or otherwise to, or death of persons, damage to or destruction of property belonging to city, consultant, or others resulting from or arising out of CONSULTANT'S negligent acts, errors or omissions in services pursuant to this Agreement. This agreement to indemnify applies whether such claims are meritorious or not; provided, however, that if any such liability, settlements, loss, defense costs or expenses result from the concurrent negligence of CONSULTANT and the City of Astoria. This indemnification and agreement to assume defense costs applies only to the extent of the negligence or alleged negligence of the CONSULTANT.

With regard to Professional Liability, CONSULTANT agrees to indemnify and hold harmless the City of Astoria, its Officers and Employees from any and all liability, settlements, loss, reasonable defense costs, attorney fees and expenses arising out of CONSULTANT'S negligent acts, errors or omissions in service provided outside the scope of the duties described in this agreement; provided, however, that if any such liability, settlements, loss, defense costs or expenses result from the concurrent negligence of CONSULTANT and the CITY, this

indemnification and agreement to assume defense costs applies only to the extent of negligence of CONSULTANT.

10. Attorney's Fees. In the event suit or action is instituted to enforce any of the terms of this contract, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorney's fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.
11. Non-Assignability. This agreement is for the professional services of CONSULTANT and is non-assignable with prior written consent of the CITY.
12. Notices. Any notices required pursuant to this Agreement shall be served at the following addresses:

CITY

City of Astoria
Community Development Dept.
1095 Duane Street
Astoria, Oregon 97103

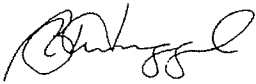
CONSULTANT

Combined Inspection Services, Inc.
766 Avenue S
Seaside Oregon 97138

13. Force Majeure. Neither CITY nor CONSULTANT shall be considered in default because of any delays in completion of responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the party so disenabled provided the party so disenabled shall, within ten (10) days from the beginning of such delay, notify the other party in writing of the causes of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation.
14. Nonwaiver. The failure of the CITY to insist upon or enforce strict performance by CONSULTANT of any of the terms of this Contract or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.
15. Public Contract Clause. The City of Astoria is a municipal corporation and certain contract terms are required to be included in all public contracts by Oregon law. Therefore, the parties incorporate by this reference the provisions contained in Exhibit C, attached.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the _____ day of June, 2013.

Approved as to form:



Digitally signed by Blair
Henningsgaard
DN: cn=Blair Henningsgaard,
o, ou,
email=blair@astorialaw.net,
c=US
Date: 2013.06.05 14:05:04
08'00'

Attorney

CITY OF ASTORIA, a municipal
corporation of the State of Oregon

By: _____

Mayor

Date

By: _____

City Manager

Date

COMBINED INSPECTION SERVICES, INC.

By: _____

Consultant

Date

STATEMENT OF SERVICES

Combined Inspection Services, Inc. (CONSULTANT) will provide on call professional services for the review of proposed building plans for conformance to regulations contained in the State mandated Specialty building and mechanical codes, as those codes are amended by the CITY or State; in State laws governing energy conservation in buildings, provisions for access to buildings by disabled persons.

I. ON CALL BUILDING OFFICIAL SERVICES

In providing on call as needed Building Official services, CONSULTANT will perform the duties as Building Official as outlined in operating plans of the CITY. These are filed with the State of Oregon Building Codes Division. CONSULTANT will supervise all inspectors and plans examiners performing services to CITY. Any temporary Building Official services shall be provided only with properly licensed and Oregon certified building official personnel approved by the CITY.

II. ON CALL PLAN CHECKING SERVICES

In providing on call plan review services, CONSULTANT will do the following:

1. Perform traditional Fire and Life-Safety plan review services of submitted plans to determine compliance with ORS 479.155(2) the most recent CITY adopted:
 - a. Oregon Residential Specialty Code (including structural plan review), latest edition
 - b. Oregon Structural Specialty Code, latest edition
 - c. The currently adopted NFPA 72
 - d. All other codes required to be enforced under ORS 455
 - e. International Existing Building Code, latest edition as amended by the State of Oregon per ORS 455.060
 - f. City of Astoria Municipal Codes
2. Provide the applicant (or their designee) and the CITY, a typed list of items including all applicable code sections cited and needing clarification or change to achieve conformance with the above regulations.
3. Perform all necessary liaisons with the applicant's designee, either by phone, mail, or meetings in CONSULTANTS' office, and perform one re-check. If any additional re-checks are necessary, they shall be performed and billed to the City at the rate of \$65.00 per hour. Preapproval is required by the CITY Building Official or Community Development Director prior to any plan review services outside the city offices.
4. Perform all necessary liaison with the Building Official or his designee, either by mail, phone or in meetings to insure compliance with the Oregon Specialty Structural Code Sections 105 and 106 and to insure compliance with local policy interpretations.

III. ON CALL BUILDING INSPECTION SERVICES:

In providing on call building inspection services, CONSULTANT will do the following:

1. Perform traditional building inspection services to determine compliance with approved plans and documents and the most recent City of Astoria adopted building codes and regulations.
2. Furnish State Certified inspection personnel with the required State of Oregon SRB Business License, SRI and/or SRL license required by OAR 918-090-0110 and OAR 918-090-0200 for third party service providers. The City of Astoria shall have the right to interview and approve the qualifications of each inspector assigned by CONSULTANT. A current copy of the Plan Review & Inspection, Business Registration (SRB) and individual license should be given to the CITY at time of contract acceptance and annually thereafter.
3. Perform traditional building and plumbing inspections in accordance with established policies and procedures, including preparation and keeping of inspection records, logs, and notices. All correction notices shall cite the applicable code section for each violations noted when the inspection is failed.
4. Attend meetings related to building inspection projects when requested or authorized by the Building Official.
5. Perform inspections during the normal working hours and days as performed by regular inspectors or as otherwise agreed.
6. Ensure an Oregon licensed commercial plumbing inspector is available to provide as needed services and inspections. Plumbing inspector shall be available during the normal working hours and days as performed by regular inspectors or as otherwise agreed. CONSULTANT shall notify the Building Official in writing not less than 7 business days prior to any absences of the plumbing inspector where services will not be provided for more than 3 consecutive business days. Consultant shall be responsible for scheduling any required substitute plumbing inspectors should regular personnel be unable to provide required services.
7. Maintain the required City of Astoria annual Business License.
8. Building Finals and Certificate of Occupancy approvals shall only be issued by prior written approval of the CITY Building Official or designee.

FEE SCHEDULE

The fee for CONSULTANT services will be calculated as follows:

Combined Inspection Services, Inc. (CONSULTANT) will provide on call Building Code Services to the City of Astoria (CITY) for the period beginning August 1, 2012 through June 30, 2013 on an as needed on call basis at a rate of \$65.00 per hour with a combined not to exceed amount of \$20,000. Travel time and mileage will not be charged to the CITY. The scope of services will provide the following:

1. CONSULTANT will provide inspectors on site on call as needed to provide temporary vacation or emergency coverage. Building official services will be provided only on an as needed basis for emergency coverage at the CITY as needed and services will be charged at \$65.00 per hour. Scheduling may vary based on mutual consent and written approval of the CITY .
2. Plan reviews that have been authorized by CITY to send to the CONSULTANTS office for review will be charged at \$65.00 per hour.
3. Fire and Life Safety plan review services that have been authorized by CITY to be sent to the CONSULTANTS office for review will be charged at \$65.00 per hour.
4. Commercial plumbing inspection and plan review services when needed will be billed at a rate of \$65.00 per hour. Services shall be pre-approved by the CITY. All Commercial plumbing plan reviews shall be performed at the City of Astoria office.
5. Nuisance and Abatement Services will be included as needed on call only and will be billed out at the rate of \$65.00 per hour. Prior approval of the CITY is required.

EXHIBIT C

WORKMEN'S COMPENSATION

The CONSULTANT, its sub consultants, if any, and all employers working under this Agreement are either subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers, or are employers that are exempt under ORS 656.126.

LABORERS AND MATERIALMEN, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND, LIENS AND WITHHOLDING TAXES

CONSULTANT shall make payment promptly, as due, to all persons supplying CONSULTANT labor or material for the prosecution of the work provided for this contract.

CONSULTANT shall pay all contributions or amounts due the Industrial Accident Fund from CONSULTANT or any sub consultant incurred in the performance of the contract.

CONSULTANT shall not permit any lien or claim to be filed or prosecuted against the CITY on account of any labor or material furnished.

CONSULTANT shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

OVERTIME

Employees shall be paid at least time and a half for work performed on legal holidays and for all overtime worked in excess of ten (10) hours per day, or in excess of 40 hours in any one week, whichever is greater, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 USC Sections 201 to 209 from receiving overtime.

PAYMENT OF MEDICAL CARE

CONSULTANT shall promptly, as due, make payments to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury to the employees of such CONSULTANT, of all sums which the CONSULTANT agrees to pay for such services and all moneys and sums which the CONSULTANT collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

**NO DOCUMENTATION IS INCLUDED
FOR THIS AGENDA ITEM**



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

PROCLAMATION

DEDICATING THE PAULSON PAVILION AND CONGRATULATING THE BOARD OF DIRECTORS OF LIBERTY THEATER RESTORATION, INC., ON COMPLETION OF THE LIBERTY THEATER RESTORATION PROJECT

WHEREAS, through the notable generosity of Eric Paulson, the fund raising for the final phase of renovation reached its goal; and

WHEREAS, the restoration of the Liberty Theater was launched as a community effort by Liberty Restoration, Inc., in 1991; and

WHEREAS, the first phase of the project restored the Theater to its original elegance and transformed it to a state-of-the-art performing arts center; and

WHEREAS, residents and visitors alike enjoy cultural activities presented by and hosted by the Liberty Theater, such as the Astoria Music Festival, which has established itself among the West Coast's leading festivals of classical music; and

WHEREAS, Rosemary Baker-Monaghan and the Board of Directors have followed through on their Strategic Plan and have successfully transitioned from a restoration project to a performing arts center, concert hall, community center, and conference facility; and

WHEREAS, in 2009 the Astoria Development Commission provided a challenge grant of \$386,000 to support the final phase of renovation and that grant was matched by more than 350 contributions from the community, businesses and granting agencies; and

WHEREAS, with completion of this important project, the Liberty will serve as a magnet for conferences and events and will significantly increase its role as a driver of positive economic development.

NOW, THEREFORE, I, Willis L. Van Dusen, Mayor of Astoria, do hereby proclaim that the Astoria City Council is honored to congratulate the Board of Liberty Restoration, Inc., to recognize Eric Paulson for his tireless efforts and support, and to hereby dedicate the Paulson Pavilion on this 17th day of June, 2013.

Mayor