



# **AGENDA**

## **ASTORIA CITY COUNCIL**

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**July 7, 2014**

**7:00 p.m.**

**2<sup>nd</sup> Floor Council Chambers  
1095 Duane Street • Astoria OR 97103**

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. REPORTS OF COUNCILORS**
- 4. CHANGES TO AGENDA**
- 5. PRESENTATIONS**
  - (a) Presentation from Jordan Schnitzer – Update on Friends of the Astoria Column Activities and Memorandum of Understanding between the Friends and City of Astoria
  - (b) Friends of the Astoria Armory Progress Report
  - (c) Senior Center Project Update
- 6. 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 6/2/14
  - (b) Boards and Commission Minutes
    - (1) Historic Landmarks Commission 5/20/14
    - (2) Library Board 5/27/14
    - (3) Planning Commission 5/6/14
  - (c) 2014-2015 Coastal Zone Management Planning Assistance Grant (Community Development)
  - (d) Resolution Designating Authorized Signers for the City of Astoria (City Manager)
- 7. REGULAR AGENDA ITEMS**
  - (a) Consideration of Draft City Council Goals for Fiscal Year 2014-2015 (City Council)
  - (b) Ordinance Adopting Building Code Operational Plan (2<sup>nd</sup> reading & adoption) (Community Development)
  - (c) Public Hearing for the Sale of City Property Located in the 900 Block of 36<sup>th</sup> Street (Public Works)
  - (d) CSO Program Hydraulic/Hydrologic Modeling Support Services – Approve IFA Grant (Public Works)
  - (e) CSO Program Hydraulic/Hydrologic Modeling Support – Contract for Professional Services (Public Works)
  - (f) Preauthorization for Purchase of Front End Loader (Public Works)
  - (g) 11<sup>th</sup> Street CSO Separation Project – Authorize Pay Adjustment (Public Works)

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

**9. EXECUTIVE SESSION**

(a) ORS 192.660(2)(d) – Labor Negotiation Consultations


**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 YUILL, CITY MANAGER'S OFFICE, 503-325-5824.**



July 3, 2014

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER PRO TEM

SUBJECT: ASTORIA CITY COUNCIL MEETING OF JULY 7, 2014

**PRESENTATIONS**

Item 5(a): **Presentation from Jordan Schnitzer – Update on Friends of the Astoria Column Activities and Memorandum of Understanding between the Friends and City of Astoria**

Item 5(b): **Friends of the Astoria Armory Progress Report**

Representatives from the Friends of the Astoria Armory will give a report and a PowerPoint presentation regarding the progress made by the Friends regarding the Astoria Armory.

Item 5(c): **Senior Center Project Update**

In April 2013, the City of Astoria received a \$1.5 million Community Development Block Grant (CDBG) to renovate the Astoria Senior Center. As described in the memo regarding this item, due to the requirements of the CDBG grant, the process took longer than expected. The City's Construction Manager Al Jacques and Project Architect Scott Edwards and Associates have expressed concerns with going out to bid this summer; therefore, it is recommended that the Senior Center Project not be put out to bid until December 2014. The Senior Center Board supports this suggestion. Mr. Jaques and Senior Center Executive Director Larry Miller will be in attendance at the July 7<sup>th</sup> meeting to further address this issue.

**CONSENT CALENDAR**

Item 6(a): **City Council Minutes**

The minutes of the City Council meeting of June 2, 2014 are enclosed for review. Unless there are any corrections, it is recommended that Council approve these minutes.



**Item 6(b): Boards and Commissions Minutes**

The minutes of the (1) Historic Landmarks Commission meeting of 5/20/14, (2) Library Board meeting of 5/27/14 and (3) Planning Commission meeting of 5/6/14 are enclosed. Unless there are any questions or comments regarding the contents of these minutes, they are presented for information only.

**Item 6(c): 2014-2015 Coastal Zone Management Planning Assistance Grant (Community Development)**

The Department of Land Conservation and Development (DLCD) has awarded the City of Astoria \$9,000 to be used toward basic coastal planning activities. The grant funds are to be used to support routine land use activities. This is a regular program of DLCD's Coastal Management Program; the City has received this grant funding the past several years. There is a 1:1 match required which is easily met with current staff time allocated in the City's budget. The grant agreement has been reviewed and approved as to form by City Attorney Blair Henningsgaard. In addition, attached is a letter from the City Council requesting the Coastal Management funds; this letter is required to be submitted in conjunction with the authorized grant agreement. As these grant funds will support staff activities now being expensed to the General Fund, it is recommended that the Mayor sign the attached letter requesting funds in the amount of \$9,000 and that Council authorize the acceptance of the grant agreement.

**Item 6(d): Resolution Designating Authorized Signers for the City of Astoria (City Manager)**

The persons authorized by the City Council to sign checks and other bank withdrawal instruments on behalf of the City are designated by resolution. The attached resolution removes former Director of Finance and Administrative Services Manager Mark Carlson as an authorized signer for bank transactions due to his resignation. It is recommended that the City Council consider this resolution for adoption.

**REGULAR AGENDA ITEMS**

**Item 7(a): Consideration of Draft City Council Goals for Fiscal Year 2014-2015 (City Council)**

The City Council held a work session to set goals for Fiscal Year 2014-2015 on February 17, 2014. From that work session a list of Council goals was drafted. The draft goals were discussed at the Council meetings of February 18, 2014, April 7, 2014, April 21, 2014, and May 5, 2014. In addition an article reviewing the goals was published in the February 18, 2014 edition of *The Daily Astorian*. The final draft of the goals was posted on the City's website in advance of the May 5, 2014 Council meeting, and to date, no comments or suggestions for modifications or additions to the goals have been received from the public. It would be in order for the Council to consider adopting the draft list as the official City Council goals for Fiscal Year 2014-2015.



**Item 7(b): Ordinance Adopting Building Code Operational Plan (2<sup>nd</sup> reading & adoption) (Community Development)**

On March 24, 2014, the City Council adopted revised Building Inspection Program fees for the City of Astoria. The new fees were effective May 1, 2014. Oregon Administrative Rules require that municipalities update their Operational Plans following adoption of a new building inspection program fee schedule. The Operational Plan for the Building Inspection Division is required by the State Building Codes Agency to address the day-to-day operations of the building inspection program. The attached draft Operation Plan reflects the program as it is currently conducted with recent updates in items such as hours of operation, reference to the City web site, etc. At its meeting on June 16, 2014, the City Council conducted a first reading of the ordinance. It is recommended that the City Council conduct a second reading and adopt the proposed ordinance for the Operational Plan.

**Item 7(c) Public Hearing for the Sale of City Property Located in the 900 Block of 36<sup>th</sup> Street (Public Works)**

A sales offer for a parcel of City owned property located in the 900 Block of 36<sup>th</sup> Street has been received from Brian K. Woolsey and Donna L. Tavares who own property at 3609 Irving Avenue and Bernard Wood at 3629 Irving. The offer for the property is \$2000 each from Woolsey/Tavares and Wood. The original asking price was \$4000 for the entire parcel. The lot consists of a 50 foot by 200 foot parcel that extends east-west behind four residences that front on Irving Street. The owners of two properties, Woolsey/Tavares (tax lot 8300) and Mr. Wood (whose property is located east of the Woolsey/Tavares property, tax lot 8400) have their only vehicular access across the City lot. The two owners of tax lots 8500 and 8600 have access from Irving Street. Under the proposed sales agreement, the City would sell separate 50' x 50' parcels to Woolsey/Tavares and to Mr. Wood. A lot line adjustment would be done so that these parcels would be added to the respective lots. A survey is being done to identify the new lots and the easement across tax lot 8300 to tax lot 8400. The City would continue to own the remaining 50' x 100' lot behind tax lots 8500 and 8600. The property owners of tax lots 8500 and 8600 expressed no interest in owning the lot or a portion of the lot at this time. At their June 16, 2014 meeting, the City Council acted to schedule a public hearing on the proposed sale for the next Council meeting on July 7, 2014. It is recommended that the City Council conduct the public hearing and if deemed appropriate, approve the sale of City property located in the 900 Block of 36<sup>th</sup> Street.

**Item 7(d): CSO Program Hydraulic/Hydrologic Modeling Support Services – Approve IFA Grant (Public Works)**

An essential tool for the success of the combined sewer overflow (CSO) program is the computerized hydrologic and hydraulic model that is used to delineate and scope each CSO project. These services have been provided by HDR for the past two years and are estimated to cost \$220,000 for the next two years. The annual contract renewal with HDR is included in the current Council packet as a separate agenda item. The Oregon Infrastructure Finance Authority



(IFA) has awarded the City a \$20,000 technical assistance grant to cover a portion of the cost for these services. The CSO Fund will be utilized to pay the balance. City Attorney Henningsgaard has reviewed the contract and approved as to form. It is recommended that Council authorize the IFA Financing Contract for a technical assistance grant in the amount of \$20,000 for the CSO Program Hydraulic/Hydrologic Modeling Support Services.

**Item 7(e): CSO Program Hydraulic/Hydrologic Modeling Support – Contract for Professional Services (Public Works)**

As stated in the prior agenda item, an essential tool for the success of the combined sewer overflow (CSO) program is the computerized hydrologic and hydraulic model that is used to delineate and scope each CSO project. Ongoing maintenance and calibration must be performed on the model so that it closely replicates actual conditions in the field and gives the City the most accurate data for the design of future CSO projects. This work is accomplished by a specialized CSO modeling engineer. In April 2012, Council authorized a contract for CSO Modeling Support Services to HDR with the option of annual renewal to perform the work. This contract was then renewed in June 2013. During the past year, HDR has provided a scope of work and estimated budget of \$110,614 for July 2014 through July 2015. The scope of services includes continued model updates, further development of Phase 4 preliminary project scopes, processing data, and monthly reporting for DEQ requirements. Staff has reviewed the scope and fee and has found the proposal to be appropriate and reasonable. Funds for this work are available through the CSO Fund and from a \$20,000 technical grant from the Infrastructure Finance Authority. It is recommended that City Council renew the contract for CSO Modeling Support Services with HDR for a total not to exceed \$110,614.

**Item 7(f): Preauthorization for Purchase of Front End Loader (Public Works)**

The Public Works Department currently uses a 1982 Clark Michigan front end loader which is primarily used to load dump trucks with gravel and other backfill material and to move large amounts of material. Clark Michigan has not been in business for 20 years and parts have to be made or retrofitted from some other piece of equipment. The loader has had over 5,600 hours of use and will need approximately \$18,000 worth of repair work to make it safe and usable. The estimated re-sale value of this loader is \$5,000. There are two venues to purchase used front end loaders; either public auction or equipment dealers. If staff uses the public auction method, they will need a purchase order in hand at the time of auction. If a loader is found through an equipment dealer, it may be difficult for the dealer to hold the loader until the purchase is authorized; therefore, staff is proposing preauthorization for purchase of a front end loader. Once a loader has been purchased, staff will report back to Council with the specifications of the equipment, as well as the price paid. It is recommended that Council approve the preauthorization for purchase of a used front end loader for a price not to exceed the budgeted amount of \$115,000 in the Public Works Improvement Fund.



**Item 7(g): 11<sup>th</sup> Street CSO Separation Project – Authorize Pay Adjustment (Public Works)**

The 11<sup>th</sup> Street Combined Sewer Overflow (CSO) Separation project primarily consisted of installing over 10,000 linear feet of new stormwater pipe. In certain instances, existing water and sanitary sewer pipes were replaced where construction of the new storm pipe compromised the integrity of the existing infrastructure. Due to the extent of utility replacement work along 8<sup>th</sup> Street, the entire roadway from Commercial to Niagara, was rebuilt from curb to curb and most of the sidewalk was replaced. Pay adjustment No. 7, which is expected to be the final pay adjustment for this project is \$60,898.41, and includes a variety of changes that are itemized below:

A. Inside drop manholes	\$2,123.42
B. Asphalt curbing – miscellaneous locations	\$684.75
C. ADA ramp retaining wall at 8 <sup>th</sup> St and Lexington	\$2,214.90
D. Additional permanent erosion control and handrail on 9 <sup>th</sup> St	\$4,231.55
E. Additional concrete-related work – miscellaneous locations	\$28,000.00
F. 8 <sup>th</sup> St and Franklin intersection reconstruction	\$15,000.00
G. Asphalt embankment stabilization on 8 <sup>th</sup> St – Franklin to Grand	\$2,117.50
H. Asphalt grinding for drainage – miscellaneous locations	\$2,936.56
I. Outside drop manholes	\$1,061.71
J. Credit for missing locate wire	(\$1,000.00)
K. Damaged sewer lateral repair at 11 <sup>th</sup> St and Exchange manhole	\$8,496.31
L. Additional concrete-related work – 12 <sup>th</sup> St/Jerome and 8 <sup>th</sup> St	\$2,455.87
M. Credit for City-contracted landscaping	(\$3,550.40)
N. Credit for City-contracted plumber at 838 Grand (sewer lateral installation)	(\$4,473.76)
O. Driveway repair at 10 <sup>th</sup> St and Irving	\$600.00

Staff recommended, and Council approved, a 15% contingency on this project due to the scope, scale, and potential for encountering unknown conditions during construction. The construction contingency of 15% totals \$857,577. The amount of the change orders to date is \$654,394.11 which is 11.5% of the contingency budget. Tapani crews have been working on final punch list items since substantial completion of construction in December 2013. This work could continue for the next few months. It is recommended that the City Council authorize this pay adjustment for the 11<sup>th</sup> Street CSO Separation project for \$60,898.41. Funds are available for this project through IFA funding.

**EXECUTIVE SESSION**

**Item 9(a): ORS 192.660(2)(d) – Labor Negotiation Consultations**

The City Council will recess to executive session to consult with members of its labor contract negotiating team.






## CITY OF ASTORIA

Founded 1811 • Incorporated 1856

July 1, 2014

### MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER PRO TEM

SUBJECT: MEMORANDUM OF UNDERSTANDING BETWEEN THE FRIENDS OF THE ASTORIA COLUMN AND CITY OF ASTORIA

### DISCUSSION/ANALYSIS

At the April 1, 2013 City Council meeting, Friends of the Astoria Column President Jordan Schnitzer spoke to the Council regarding the Friends' positive long-term partnership with the City. Mr. Schnitzer discussed the past projects funded by the Friends as well as projects the Friends planned to undertake in the future. At that meeting the Friends of the Astoria Column also proposed taking over responsibility of the Column, including restoration and maintenance, as well as the surrounding site. City Council agreed and it was noted a formal agreement would be brought back to Council in the future.

Since that time, the Friends of the Astoria Column have hired caretakers and have been maintaining the Column facilities. During the transition time, the Friends have worked with City of Astoria Parks Department staff to coordinate responsibilities of each party. City staff and the Friends of the Astoria Column have developed a Memorandum of Understanding (MOU) which explains the relationship between the Friends and City with regard to Column maintenance. A copy of the MOU is attached to this memorandum.

Jordan Schnitzer will be in attendance at the July 7, 2014 City Council meeting to provide an update on the work accomplished in the past year and to further discuss the MOU.

### RECOMMENDATION

Following Mr. Schnitzer's presentation, it is recommended that Council approve the MOU between the Friends of the Astoria Column and City of Astoria.

## MANAGEMENT AGREEMENT

This Agreement is made and executed as of the \_\_\_\_ day of \_\_\_\_\_, 2014 by the City of Astoria, through its Parks and Recreation Department, (hereinafter "City"), and The Friends of Astoria Column, Inc., an Oregon non-profit corporation (hereinafter "The Friends"); collectively referred to as "the Parties."

### RECITALS

WHEREAS, City is the owner of the Astoria Column which was constructed in 1926 to commemorate the American settlement of western Oregon, is listed on the National Register of Historic Places and is located in a wooded 30 acre city park (hereafter "Park") on the highest geographical point in Astoria.

WHEREAS, The Friends is a tax exempt, non-profit corporation organized in 1988 with a mission to advance the restoration and preservation of the Astoria Column, provide educational visitor experiences and raise awareness and financial resources.

WHEREAS, The Friends carries out its mission through an independent volunteer Board of Directors (the "Board") appointed by the Mayor consisting of representatives from the Astoria and Portland communities and general public.

WHEREAS, The Friends has successfully and cooperatively worked with the City on a continuous basis for approximately 26 years, during which time its Board has devoted substantial time, effort and resources in fulfillment of its mission.

WHEREAS, City has determined that it is in the best interest of the public to expand the role of the Friends.

WHEREAS, THE PURPOSE OF THIS AGREEMENT IS TO DEFINE THE RELATIONSHIP BETWEEN City and The Friends in regard to their respective purposes, responsibilities and accountability.

NOW THEREFORE, in consideration of the mutual covenants and benefits stated herein, and in further consideration of the obligations, terms and considerations set forth and recited, the City and The Friends agree as follows:

City will maintain the ownership and liability for the site.

City will maintain the roads, infrastructure and safety services, including structural maintenance, repairs, damage and insurance of the public restrooms.

City will maintain and be responsible for lighting the Column and covering the cost of utilities except as otherwise exempted.

City and The Friends will continue the current working relationship.

The Friends will continue to operate the gift shop premises and provide gift shop business oversight including personnel, merchandise selection and sales.

The Friends will be responsible for the day to day upkeep and cleaning of the public restrooms facility.

The Friends will assist with the maintenance and preservation of the Astoria Column.

The Friends will choose the dates and employ seasonal parking and information guides and collect parking fees from visitors to the park. City and Friends will be responsible to establish the parking fees.

The Friends and the City will share the parking fee revenues. The City's annual share of those revenues is a flat fee of \$35,000, which The Friends will guarantee to City regardless of the actual revenues received for the annual parking revenue.

The Friends will employ and supervise an Executive Director and Grounds Director, compensation will be shared between City and The Friends as follows:

- \* City will provide the residence located on the site at no cost to the Friends.
- \* The Friends will provide the cost of the residence utilities.
- \* The Friends will provide remuneration for the professional services provided in support of its mission.
- \* The Friends wish to be acknowledged for the cottage capital improvements to date of \$42,347.47.

The Friends will obtain approval from the City prior to any remodeling, removal or construction of structures, trees or performance of any work to conserve, restore or improve the Astoria Column or the surrounding site.

The Friends will be responsible for the development of a Master Plan for the Park with continuing responsibility for the landscape maintenance around the Column and the hillside.

City and the Friends will cooperate and coordinate marketing and event programming, designating responsibility to The Friends Executive Director and the City Parks Director for this purpose.

The Friends will provide an Annual Report to the Astoria City Council. Other requests related to capital, maintenance and programming will be reviewed by the parties on a timely basis.

City

The Friends

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_






## CITY OF ASTORIA

Founded 1811 • Incorporated 1856

June 30, 2014

### MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER PRO TEM

SUBJECT: SENIOR CENTER PROJECT UPDATE

### DISCUSSION/ANALYSIS

In April 2013, the City of Astoria received a \$1.5 million Community Development Block Grant (CDBG) to renovate the Astoria Senior Center. After finalizing the Senior Center grant agreement and CDBG required pre-construction activities, an architect (Scott Edwards and Associates) was hired. Public meetings led by Scott Edwards and Associates were held at the Senior Center in July and October 2013 to receive feedback on preferences/needs for the renovated facility. Architectural drawings are now complete and the construction budget is almost complete.

Development of an environmental report (which is required as a part of this federally funded grant) began late 2013. This report addresses potential issues such as underground storage tanks, lead paint, and asbestos. It also includes review by Native American tribes and the State Historic Preservation Office. Preparation and review of the report took longer than expected and the City received approval on the report in late June. The project could not be put out to bid until the environmental report was approved.

The City's construction manager, Al Jaques, and the project architect have expressed concerns with going out to bid summer 2014. Mr. Jaques identified several issues which may increase the bid prices the City could receive. Since there are a limited amount of grant funds, high bids could cause portions of the project to be cut. Furthermore, if the City went out to bid over the next few months, the schedule would have portions of the remodel occurring during the rainy season. Items such as roof membrane removal, window removal would potentially require shielding from the rain, also increasing costs. Attached to this memorandum is a document prepared by Mr. Jaques which outlines these issues further.

On June 18, 2014, Al Jaques and Brett Estes met with the Senior Center Board of Directors and later with the Senior Center members to update them on the remodel of the building at 11th and Exchange. The concerns about going out to bid this summer was taken to the Senior Center Board and they unanimously recommended that the project bidding not start until December 2014. A letter of support from the Senior Center Board is also attached to this memorandum.

With this new bid date, per a schedule prepared by Al Jaques, the remodel would be complete August 2015. Construction Manager Al Jaques and Senior Center Executive Director Larry Miller will be in attendance at the July 7<sup>th</sup> Council meeting to further address this issue.



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## **Factors & Logic supporting the delay of bidding the Astoria Senior Center Project**

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### **Late Bid Season Issues:**

It is now very late in the "bid season", the best time of the year to bid projects is in the dead of winter (January thru March) when General Contractors and Subcontractors are looking for spring-summer work and they are more competitive with their bid pricing. After that, contractors start filling up with work and prices increase accordingly due to less coverage and/or higher margins commanded by market conditions including premium material pricing due to short supplies. Bidding projects in the summer months presents challenges in attracting/obtaining both General Contractors and Subcontractor coverage on bids in consideration they are busy and even more so for the coastal areas and results in a less competitive array of bids at bid day, additionally the pricing will be higher since the general contractors/subcontractors will throw a larger number at the bid in the hopes if they get the work and they'll make more money. Bid pricing will be even higher with the risks presented by performing the work noted below under "Critical Weather Sensitive Work".

### **Critical Weather Sensitive Work:**

It's essential the following work be performed during the driest months of the year. Based on the recent revised project schedule (5.12.14) the proposed schedule for providing the awarded General Contractor with a Notice to Proceed is August 19<sup>th</sup>, given that date and the fact the General Contractor will need time to mobilize on-site and provide the required product submittals for review and approval by the Architect of Record prior to purchasing the said materials to commence with work noted below. Based on these facts it is anticipated the critical weather sensitive work would not begin until late September at best, given the fact the rainy season in Astoria begins approximately October 15<sup>th</sup> it would present large and potentially insurmountable and costly challenges to accomplish the said work during the wettest months of the year. Bidders will undoubtedly assign significant premium dollars on their bids for weather protection elements thus decreasing dollars for the defined scope of work elements in the plans.

- Elevator Pit Construction with Associated Helical Piles and Interior Perimeter Drainage & Pumps
- Complete Roofing System Tear-Off and Replacement. Includes removal of portions of the existing ship-lap substrate in support of the seismic upgrades, work includes removal of the existing skylight and the potential of installing new skylights based on bid results.
- Preparation and Recoating of all Exterior walls.
- Removal of the Concrete Masonry Blocks and Existing Glazing at the Building Exterior in preparation of Installing New Windows.
- Demolition of the Existing Exterior Concrete Ramp followed by the Placement of a New Concrete Stair System and Landscaping Beds.
- Demolition and Replacement of the Parking Lot Asphalt.

### **Dangers of Re-Bidding the Same Project if the Bid Results are too high as a Result of the Factors Noted Above:**

- Historically the 2<sup>nd</sup> bid will come in higher rather than lower. The various General Contractors/Subcontractors will find their mistakes from the first bid, and thus, bid prices increase.
- Subcontractor coverage decreases the 2<sup>nd</sup> time around because everyone gets sense of who bid low in each trade. Unlikely any new bidders would bid the project and many who previously did will bail out. And the bidders that stay aren't really motivated in this market to lower their number, their logic is there is a better bid opportunity around the corner.

### **Summary:**

Based on the information presented above it is recommended the bidding of the project be delayed until January 2015 to best serve the project in terms of obtaining the "most for their buck" for Seniors. Additionally, given the suggested instructions to bidders that the project start date would be approximately March 1<sup>st</sup> this would provide the team with ample time to negotiate with the low bidder if some of their pricing is too high and provide the selected General Contractor with time to prepare the required submittals for review and approval in readiness to hit the ground running in March. Bottom line is simply this, we need to provide the opportunity for success of this project.

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ASTORIA SENIOR CENTER, INC.

1111 EXCHANGE STREET • ASTORIA, OREGON 97103 • 503.325.3231

June 26, 2014

RECEIVED

JUN 30 2014

CITY MANAGER

The Honorable Willis L. Van Dusen  
Mayor of Astoria, Oregon  
and City Council Members  
1095 Duane Street  
Astoria, OR 97103

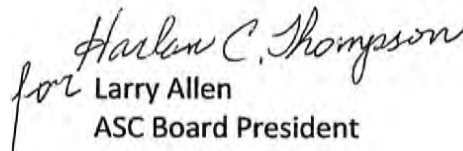
Dear Mayor Van Dusen and City Council Members:

At a recent meeting of the Astoria Senior Center Board of Directors, City Manager Pro Tem Brett Estes and Mr. Al Jacques presented information concerning the status of the Astoria Senior Center (ASC) remodel project. Following that meeting these two gentlemen then met with the ASC members that were present for the monthly Membership Meeting and informed them of the delay in bidding and the rationale behind it.

Please be advised that the ASC Board of Directors unanimously supports the decision to delay the bidding of the Astoria Senior Center Project. We understand that this, of course, will delay the beginning of the remodel project and we support that decision.

We appreciate the dedication shown by Mr. Brett Estes and the City during this entire project.

  
Larry Miller  
Executive Director

  
for Larry Allen  
ASC Board President



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

Councilors Present: Herzig, Mellin, and Council President Pro Tem Warr

Councilors Excused: Mayor Van Dusen and Councilor LaMear

Staff Present: City Manager Pro Tem Estes, Parks and Recreation Director Cosby, Financial Analyst Snyder, Fire Chief Ames, Planner Johnson, Library Director Tucker, Public Works Director Cook, and City Attorney Henningsgaard. The meeting is recorded and will be transcribed by ABC Transcription Services, Inc.

#### REPORTS OF COUNCILORS:

**Item 3(a): Councilor Herzig** reported that the Lower Columbia Diversity Project (LCDP) co-sponsored a film screening on Friday, May 30, 2014. The film, *American Winter*, filmed in Portland, Oregon a few winters ago, was about American middle class families living one or two paychecks away from the abyss. The film followed about five families who lost their homes, jobs, and medical coverage. The film was chilling, but was a good presentation. Dr. Larry Galizio from Clatsop Community College introduced the film and a representative from the AFL-CIO was present. He reported that he attended the county commissioners meeting last week where he heard a report on state and county labor statistics. The state has recovered about 80 percent of the jobs lost during the recession, but Clatsop County has only recovered about 37 percent of the jobs. It is important to be aware that people are really struggling to get along. The social safety net needs to be strong enough to keep people from slipping into homelessness, like the families in the film shown last Friday.

**Item 3(b): Councilor Mellin** reported that on May 21, 2014, Astoria had an environmental assessment and cleanup for the Heritage Square project. A dry cleaners and car repair shop used to be where the large hole is, so the area is contaminated. The presenters, who will be working on the assessment and cleanup, were so enthusiastic about the site because the site is perfect for a rural community like Astoria. The presenters were impressed with the work that has been completed so far. The site is not a hot spot, so cleaning out the contamination would not be too difficult. Core drilling would be done to evaluate the contamination. It appears as if the money granted for the project would cover both the assessment and the cleanup, which would be completed in two phases. Astoria was one of 11 cities to get this national grant. She learned that there is arsenic in the soil naturally, which comes from the basalt in the soil. She also reported that on June 1, 2014, the Parks and Recreation Department held a successful half marathon and 5K with 164 attendees. Marathon runners ran up and down the Riverwalk all day and the weather was perfect. Large ships on the river made a wonderful backdrop.

**Item 3(c): President Pro Tem Warr** reported that on Memorial Day, he attended the memorial service at the Maritime Memorial, which had a larger crowd than in past years, which he believed was partially due to the weather. The Parks Department did an excellent job of cleaning up the area. The sound system was excellent and he was proud of the event.

City Manager Pro Tem Estes updated Council on a couple issues discussed at recent City Council meetings, as follows:

- Regarding the public hearing City Council requested regarding the vacation of a portion of West Niagara Avenue adjacent to the United States Coast Guard Housing, the Coast Guard has agreed to hold a public neighborhood meeting, but have not yet set a date. More details would be given to City Council when they are available.
- The Olvey Code Enforcement Case resulted from discussion during a property sale hearing at City Council. The potential buyer had a history of Code enforcement issues and the property sale was not approved. After the meeting, Staff immediately sent a Code enforcement violation letter to Mr. Olvey. Policies established by City Council gave Mr. Olvey two weeks to respond. When no response was received within those two weeks, Staff sent a second letter, which gave Mr. Olvey seven days to respond. On Friday, May 30, 2014, Staff received a written response from Mr. Olvey asking for more time to address the Code enforcement



issues, but, he did not provide Staff with a timeframe. Staff will make one last attempt to establish a timeframe. If this is not successful, Staff will begin to issue citations.

## **CHANGES TO AGENDA:**

City Manager Pro Tem Estes stated Item 7(d): Liquor License Application by Brad Smithart, dba The Arc would be removed from the agenda, as the Applicant has withdrawn his application.

## **PRESENTATIONS:**

### **Item 5(a): Goonies House Neighborhood Report**

Catherine Fuller, 344 38<sup>th</sup> Street, Astoria, said she lives next door to the Goonies house, which was in Stephen Spielberg's 1984 movie, *The Goonies*, and is promoted as a tourist attraction for Astoria. The house is the number one draw to Astoria with more than 2,200 people visiting the house each year. The house is a private residence located on top of a narrow private gravel road. She gave a PowerPoint presentation about issues the neighborhood is experiencing due to the popularity of the Goonies house with these key comments:

- The narrow road can only accommodate one vehicle at a time, which is not usually a problem for the residents, but does become a problem when tourists block the driveway on a regular basis.
  - The road is not safe for foot traffic because there is a blind corner where people often stand to take photographs. These people cannot be seen by drivers as they drive up the hill.
- Most of the photographs she showed depicted people standing on private property, which is a concern. People will often stand in her driveway, usually 6 to 10 people on a nice weekend.
  - One photograph was of a man doing the truffle shuffle, a move done by a character in the movie that involves showing his bare belly. People do the truffle shuffle in her driveway every day. Groups will gloat and yell to encourage someone to do the truffle shuffle. A line from the movie indicates the truffle shuffle never gets old, but it does.
- A variety of signs, made by the owner of the Goonies house, had been placed at the bottom of the hill over the years. The signs reduced car traffic on the private road by about half.
  - Tourists who did not understand they had to travel at an even pace to get up the hill would spin their wheels, making divots in the road. City Code states that residents on private gravel roads are responsible for repairing the road. Neighbors would spend between 30 minutes and an hour repairing the divots with a pick ax every time a driver would spin their wheels on the road, which was done frequently.
  - Tourists would steal the Goonie signs, so the owner of the Goonies house kept replacing them. Finally, a man from out of state made a professional sign that has reduced car traffic by 90 or 95 percent. People will now walk up the road instead, but it is still difficult for her to get in and out of her driveway.
    - The tourists are respectful of signs that look professional and are willing to comply. Every once in a while, a tourist will ignore the sign and find it difficult to turn around.
- She showed a photograph of the road from a different angle and explained that in order to get into her driveway each day, she must stop at the bottom of the hill to see if there are tourists in her driveway. She will either wait for the tourists to move or honk. This situation is very precarious because there is not a lot of room on either side. Some tourists need to be told to move over because they do not realize how narrow the space is. The area is not safe for tourists and the situation is unnerving for her.
- She showed a photograph of the blind corner and pointed out where people stand to take pictures. When a driver is at the bottom of the hill, neighbors just wait on each other so they can pass through one at a time. The road is too narrow for safe foot traffic.
- The unsafe blind corner at the top of the hill is hazardous for tourists. There is an invasion of citizens' privacy, increased noise and a general nuisance as tourists constantly tread on private property around the Goonie neighborhood, mostly on her property.
- She proposed building a simple footpath and landing for taking pictures to alleviate the problems, providing safety for tourists, increasing neighbor's privacy, keeping tourists off private property and reducing noise and nuisance.
  - She displayed examples of foot paths that would be inexpensive; simple wooden paths with dirt that she had seen in some of the parks in Astoria. The foot path would not need to be elaborate or fancy. Her area of the city is the only area that does not have sidewalks, but has the largest amount of foot traffic.



- She showed examples of simple picture-taking landings that could be built at the end of the foot path.
- The City promotes tourism and the Goonie house, which is the number one draw to the city. As long as the Chamber of Commerce was promoting the house, giving tourists directions to the house, it is the City's responsibility to support the tourism being promoted.

Councilor Mellin believed the Goonie fans would come to Astoria even if the house was not promoted because everyone is crazy about *The Goonies*. She agreed with Ms. Fuller and was glad she brought the issues to the City's attention. She asked if the previous owner of her house told her what to expect of the tourists. Ms. Fuller said her great-grandfather built the house, which has always been in her family. Her grandmother owned the Goonie house when the movie was made, so she was well aware of the evolution of the entire situation.

Councilor Mellin said the situation was a blessing and a curse. She believed Ms. Fuller's presentation was magnificent and that the City should do something, but she was unsure about what could be done. The Goonie house is almost like a historical site now and its popularity will continue to grow. The house cannot be removed, but this problem needs to be resolved. She believed the neighbors and the City could come to a solution.

Councilor Herzig agreed. He believed City Council would need to direct Staff to look into possible solutions. He did not know what would be most affordable, installing a sidewalk or a walking trail. Staff should examine the situation and make a recommendation to City Council. He believed the Chamber of Commerce should be involved as much as possible. Since they promote the house, the Chamber may be able to defray some of the costs associated with the solution that is chosen.

President Pro Tem Warr recalled receiving an email from Ms. Fuller about a week ago, asking for some help. He immediately contacted City Manager Pro Tem Estes and asked him to look into the situation. He was unsure about building something because of the private property issues. Usually, sidewalks are paid for by the homeowners, but he was certain there were things the City could do. City Manager Pro Tem Estes said prior to seeing Ms. Fuller's presentation, the Planning, Engineering, and Public Works Departments met to consider some scenarios to recommend. The signage at the foot of the private street could be improved, making it more of a City sign rather than a sign with the Goonies logo on it. A City sign might look more enforceable. The City could place additional "no parking" signs in the area. Staff would need to consider how a foot path would work. He confirmed that the private drive is maintained by adjacent property owners, but the drive is within a public right-of-way. Therefore, the City is unable to keep the public off of the street. Staff can consider the path and present more ideas to City Council for further discussion.

President Pro Tem Warr believed Ms. Fuller's estimate of 2,200 visitors per year was very conservative. He lives two driveways down from the location that was shown in the photograph. No parking is allowed on one side of the street. It is very difficult to get a car up the street if someone parks in the no parking zone. Personally, he loved *The Goonies* and would like to accommodate the tourists, but the situation can be challenging at times. He believed the illegal parking presented some challenges and appreciated Ms. Fuller's frustration. He experiences some of the issues, but not like Ms. Fuller.

Councilor Mellin said it was unusual to be invaded by happy people. The house is a mecca for Goonies' fans.

#### **CONSENT CALENDAR:**

The following items were presented on the Consent Calendar:

- 6(a) Boards and Commission Minutes
  - (1) Library Board Meeting of 4/22/14
  - (2) Parks Board Meeting of 4/2/14

**City Council Action:** Motion made by Councilor Mellin, seconded by Councilor Herzig, to approve the Consent Calendar. Motion carried unanimously. Ayes: President Pro Tem Warr, Councilors Herzig and Mellin; Nays: None.



## REGULAR AGENDA ITEMS

### **Item 7(a): Public Hearing and Resolution Adopting Supplemental Budgets for Fiscal Year 2013-2014 (Finance)**

ORS 294.473 provides a procedure for a municipality to pass a supplemental budget that adjusts for changes that happen during a fiscal year. As the fiscal year 2014-15 reaches completion, staff has determined that the 11th Street Dock and Capital Improvement Funds require adjustments because these funds have resources and expenditures that were not anticipated when these budgets were originally appropriated. Staff anticipated that the reconstruction of the 11th Street Dock would be completed before the end of last fiscal year ending June 30, 2013. As the completion deadline approached, there were construction delays for completion that related particularly to electrical system design and installation of the transformers. The result is that \$284,455.75 of expenses were incurred to complete the dock construction that did not have an appropriation in the budget for FY 2013-14. It should be noted that these expenditures were within the contractually obligated bid for the dock construction. They were just not allocated in the budget for FY 2013-14. The Capital Improvement Fund has received grant reimbursements for prior year expenditures that increase the funds available in this fund. Land and timber sales have provided an increase of resources. During this fiscal year expenditures for departmental copiers, the Parks van, the Heritage Square brown field project and the emergency repairs for the 5th and Duane Street slide were approved by Council at the time they occurred. The appropriate notice was advertised on May 28, 2014. It is recommended that Council hold a public hearing for the advertised supplemental budgets and consider adopting the resolution.

President Pro Tem Warr opened the public hearing at 7:31 pm. and called anyone wanting to speak in favor of, impartial or opposed to the resolution adopting supplemental budgets for fiscal year 2013-2014 to come forward. Hearing none, he called for Council discussion and deliberation. There being none, he closed the public hearing at 7:33 pm.

**City Council Action:** Motion made by Councilor Mellin, seconded by Councilor Herzig to adopt the resolution adopting supplemental budgets for Fiscal Year 2013-2014. Motion carried unanimously. Ayes: President Pro Tem Warr, Councilors Herzig and Mellin; Nays: None.

President Pro Tem Warr requested that Items 7(b) and 7(c) be presented together and combined into one public hearing with two motions.

### **Item 7(b): Resolution to Elect to Receive State Shared Revenues (Finance)**

Oregon Revised Statutes 221.770 requires the City to adopt a resolution to declare its intent to receive state revenue for each new fiscal year. The attached resolution would accomplish that. It is recommended that the City Council consider this resolution for adoption.

### **Item 7(c): Public Hearing and Resolution Adopting Budget for Fiscal Year 2014-2015 (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 2, 2014, was published in the Daily Astorian on Friday, May 16, 2014. The Budget Committee approved the FY2014-2015 budget at its meeting on April 24, 2014. Copies of the budget were previously distributed to the Council and Budget Committee. They were also posted on the City's website and were available in hard copy at the Finance Department and Library. The attached resolution will adopt resources and appropriations and authorize the collection of taxes at a rate of \$8.1738 per thousand for FYE June 30, 2015. It is recommended that Council conduct the public hearing and consider the proposed resolution adopting the budget.

City Manager Pro Tem Estes explained that Items 7(b) and 7(c) have been combined into one presentation because they both relate to the budget for Fiscal Year 2014-2015, which begins July 1, 2014.

President Pro Tem Warr opened the public hearing for Items 7(b) and (c) at 7:35 pm and called for anyone wanting to speak in favor of, impartial or opposed to the resolutions to receive state shared revenues and adopt the budget for Fiscal Year 2014-2015 to come forward. Hearing none, he called for comments from Councilors. There being none, he closed the public hearing at 7:36 pm.



**City Council Action:** Motion made by Councilor Herzig, seconded by Councilor Mellin to approve the resolution to elect to receive state shared revenues. Motion carried unanimously. Ayes: President Pro Tem Warr, Councilors Herzig and Mellin; Nays: None.

**City Council Action:** Motion made by Councilor Mellin, seconded by Councilor Herzig to adopt the budget for Fiscal Year 2014-2015. Motion carried unanimously. Ayes: President Pro Tem Warr, Councilors Herzig and Mellin; Nays: None.

City Council proceeded to Item 7(e): Liquor License Application from Marvin James Sawyer, Jr., dba Port of Call.

**Item 7(d): Liquor License Application from Brad Smithart, dba The Arc at 1084 Commercial Street, for a New Outlet for a Limited On-Premises Sales License (Police and Finance)**

A liquor license application has been filed by Brad Smithart, doing business as The Arc, located at 1084 Commercial Street, Astoria. The application is for a New Outlet for a Limited On-Premises Sales License. The appropriate departments have reviewed the application. After research, which is more fully described in the memo accompanying this item, the Police Department recommends that the City Council deny the application by Mr. Smithart as the applicant made false statements on the liquor license application; has been convicted in violating laws substantially related to maintaining licensing; and has demonstrated an inability to comply with financial requirements associated with other businesses owned by Mr. Smithart.

This item was removed from the agenda as the Applicant had withdrawn his application.

**Item 7(e): Liquor License Application from Marvin James Sawyer, Jr., dba Port of Call at 894 Commercial Street, for a New Outlet for a Full On-Premises Sales Commercial Establishment License (Finance)**

This item was presented immediately following Item 7(c) Public Hearing and Resolution Adopting Budget for Fiscal Year 2014-2015.

A liquor license application has been filed by Marvin James Sawyer, Jr., doing business as Port of Call, located at 894 Commercial Street, Astoria. The application is for a New Outlet for a Full On-Premises Sales Commercial Establishment License. The appropriate departments have reviewed the application and it is recommended that Council consider approval.

Councilor Herzig noted that members of the Astoria Downtown Historic District Association (ADHDA) were in the audience and asked if they had any opinions on the application as the business is in the downtown area. He noted that ADHDA President Dulyce Taylor gave a thumbs up, but no members of the public spoke. He was concerned about so many bars operating in the area, and Port of Call would also be operating from 11:00 am to 2:00 am. He understood the area was a dead zone in the city and businesses are needed, but he was unsure if this business was the right one.

**City Council Action:** Motion made by Councilor Mellin, seconded by Councilor Herzig to approve the liquor license application by Marvin James Sawyer, Jr., dba Port of Call at 894 Commercial Street, for a New Outlet for a Full On-Premises Sales Commercial Establishment License. Motion carried 2 to 0 to 1. Ayes: President Pro Tem Warr and Councilor Mellin; Nays: None; Abstentions: Councilor Herzig.

**Item 7(f): Ordinance Regarding Vacation of a Portion of West Niagara Avenue Adjacent to United States Coast Guard Housing (2<sup>nd</sup> reading and adoption) (Public Works)**

The City has received a request from the United States Coast Guard (USCG) for the vacation of the north 30 feet of the West Niagara Avenue right-of-way adjacent to Lots 1 to 10, Block 12, West Slope and the south 30' of the West Niagara Avenue right-of-way adjacent to Lots 1 to 11, Block 13, West Slope. The USCG plans to expand their housing development with a road and new housing extending north from Klaskanine Avenue. At their meeting of May 19, 2014, the Council conducted the first reading of the ordinance of vacation. It is recommended that the Astoria City Council conduct the second reading and adopt the ordinance to vacate of a



portion of the West Niagara Avenue right of way adjacent to the United States Coast Guard Housing development.

Director Cook displayed a map of the area on the screen.

**City Council Action:** Motion made by Councilor Mellin, seconded by Councilor Herzig to conduct the second reading of the ordinance to vacate of a portion of the West Niagara Avenue right-of-way adjacent to the United States Coast Guard Housing development. Motion carried unanimously. Ayes: President Pro Tem Warr, Councilors Herzig and Mellin; Nays: None.

Director Cook conducted the second reading of the ordinance to vacate a portion of the West Niagara Avenue right-of-way adjacent to the United States Coast Guard Housing development.

**City Council Action:** Motion made by Councilor Mellin, seconded by Councilor Herzig to adopt the ordinance to vacate of a portion of the West Niagara Avenue right-of-way adjacent to the United States Coast Guard Housing development. Motion carried unanimously. Ayes: President Pro Tem Warr, Councilors Herzig and Mellin; Nays: None.

**Item 7(g): Power Purchase Agreement with PacifiCorp for the Hydroelectric Project at Bear Creek (Public Works)**

As part of the installation of a small hydroelectric generator at Bear Creek Dam, the City must sign a Power Purchase Agreement with PacifiCorp. This agreement allows the utility to purchase the excess power generated by the turbine and feed it back into the system. The turbine is estimated to generate an average of 154,645 kilowatt hours (kWh) annually. The City's water treatment system utilizes approximately 90,000 to 100,000 kWh annually, at an approximate cost of \$9,000. This charge would be eliminated by the power generated by the turbine and excess power would be sold to PacifiCorp at regulated rates. These rates are significantly lower than the amount the City is paying, so it is advantageous to "reverse the meter" before selling the power back into the system. The Power Purchase Agreement, if approved, is for 15 years. It is recommended that the City Council approve the Power Purchase Agreement and authorize the Mayor and City Manager Pro Tern to sign the document.

City Manager Pro Tem Estes noted that the excess power sold to PacifiCorp was estimated to be up to 60,000 kWh. The scheduled start date is March 1, 2015. Director Cook confirmed that the power sold back to PacifiCorp would be in excess of what the treatment facilities needed.

Councilor Herzig understood that if excess power was immediately sold back, the City would be making less than what it costs to operate the plant. This is why the City would use the power first to operate the plant, then sell what is left over. Director Cook confirmed this was correct.

**City Council Action:** Motion made by Councilor Herzig, seconded by Councilor Mellin to approve the Power Purchase Agreement and authorize the Mayor and City Manager Pro Tern to sign the document. Motion carried unanimously. Ayes: President Pro Tem Warr, Councilors Herzig and Mellin; Nays: None.

**Item 7(h): Authorization to Bid Bear Creek Dam Hydroelectric Project (Public Works)**

The engineering firm, Murray Smith Associates (MSA) has completed the plans for the Bear Creek Dam Hydroelectric Project. The engineer's estimate for the project is \$322,000. The City has received funding commitments for the project in the following amounts:

Funding Source	Amount
Infrastructure Finance Authority	\$ 87,600
Pacific Corp Blue Sky Grant	\$169,000
Energy Trust of Oregon	\$143,000
Total Funding	\$399,600

If Council authorizes staff to advertise for bids after June 2, 2014, award of the bid could be on July 21, 2014, with the notice to proceed in late July, 2014. Depending on the winning bidder, assembly and manufacturing of



the vault and the turbine could take three months. Installation of the vault and turbine is anticipated to take about one month. Interconnection and testing will be carried out thereafter, and the project should be complete and operational by the end of January, 2015. This is consistent with the deadlines agreed to by the funding agencies. It is recommended that City Council authorize staff to solicit bids for the Bear Creek Hydroelectric Project.

**City Council Action:** Motion made by Councilor Herzig, seconded by Councilor Mellin to authorize staff to solicit bids for the Bear Creek Hydroelectric Project. Motion carried unanimously. Ayes: President Pro Tem Warr, Councilors Herzig and Mellin; Nays: None.

**Item 7(i): Authorization to Award Contract for Mainline Improvement Harvest 2014 (Public Works)**

At their May 5, 2014 meeting, the City Council authorized staff to solicit bids for a timber harvest the City's Watershed. The harvest operation will remove selected mature timber and will allow for the planting of seedlings to create a diversity of tree species and age classes as identified in the forest management. Improvements, which will include placing crushed rock and culverts on the Watershed Mainline, will also be part of the project.

On May 28, 2014 the following bid was received: Hampton Tree Farms Incorporated - \$377,749.00.

The City Attorney has reviewed the attached contract and approved as to form. After project costs and reforestation costs, the net revenue is anticipated to be \$300,000 and will be deposited in the Capital Improvement Fund. It is recommended that Astoria City Council award a contract to Hampton Trees Incorporated for the Mainline Improvement Harvest.

City Manager Pro Tem Estes noted the City's watershed is a Forestry Stewardship Council (FSC) Certified Forrest. Hampton operates two FSC mills in the area. The certification has enabled the timber to be sold at a higher price because there is demand for FSC certified timber.

Councilor Herzig recalled asking at a previous City Council meeting if some of the revenue, which has now increased by \$100,000, would offset the water and sewer surcharge increase that the citizens of Astoria will experience next year. The increase will be about \$66 per year. He asked if anything had been done about this. City Manager Pro Tem Estes said City Council could give Staff direction on utilizing revenues from this project. Public Works has discussed using Capital Improvement Funds for a future CSO project, but this would need to be directed by City Council. The funds do not need to be committed at this meeting, but in the future, City Council could direct Staff to consider using some of the funds.

President Pro Tem Warr believed the appropriate time to consider this was as the funds were being deposited.

Councilor Herzig asked if funds in the Capital Improvement Fund could be reallocated to offset the water/sewer surcharge increase. City Manager Pro Tem Estes explained that funds in the Capital Improvement Fund are generally used for capital improvement projects. The funds could possibly be used to pay for part of the contract associated with building infrastructure, allowing the City to take less of a loan.

Councilor Herzig reiterated the citizens would see a \$66 increase in their utility bill next year. The City has \$300,000 coming and he was asking that some of it be used to offset the increase. He was not asking that costs of a future CSO project be covered. City Manager Pro Tem Estes said Staff would recommend considering a future construction project, potentially the 16<sup>th</sup> Street CSO project, which will be started within the next year. Offsetting the water/sewer rates would require a modified budget and City Council could direct Staff to recommend a supplemental budget for Fiscal Year 2015-2016.

Councilor Herzig said he was not speaking about future construction costs; he was speaking about the utility bills, which will include a \$66 increase this coming year. He was asking if the City could absorb some of the increase so it is not passed on to the water/sewer users. City Manager Pro Tem Estes said this could be done and asked for City Council direction on the matter.

President Pro Tem Warr asked if the funds could be held outside of the Capital Improvement Fund until a decision had been made. Financial Analyst Snyder confirmed that revenues from the timber sale could be



reallocated and used to offset current fees via City Council action. City Manager Pro Tem Estes noted that typically, it has been City Council's policy to use Capital Improvement Funds for capital improvement projects.

President Pro Tem Warr understood, adding he wanted to make sure reallocation the funds was still a possibility. City Manager Pro Tem Estes stated that depositing the revenue into the Capital Improvement Fund would not close the opportunity to reallocate a portion of the funds; however, City Council action at a later time would be necessary.

**City Council Action:** Motion made by Councilor Herzig, seconded by Councilor Mellin to award a contract to Hampton Trees Incorporated for the Mainline Improvement Harvest. Motion carried unanimously. Ayes: President Pro Tem Warr, Councilors Herzig and Mellin; Nays: None.

## **NEW BUSINESS & MISCELLANEOUS, PUBLIC COMMENTS**

Suzanna Gladwin, 1039 Lexington Street, Astoria, said she has been promoting truck bypass for several years. She had interviewed many people, thought about the issue a lot, and decided to pass the issue off to someone, as she is just a citizen. Astoria was the most vulnerable to the trucks. Given the livability of Astoria, the city is now becoming a destination place that is getting worldwide recognition for many good reasons. She noted the fragility of buildings, sidewalks and chair walls, and how the vibrations even break windows on some buildings. There is a perception that business owners worry about losing business, but many are very positive about getting trucks off of downtown streets. Businesses cannot open their doors because of exhaust fumes and noise. This issue is being more and more recognized. Astoria is a destination; people come to town for county business and medical care. People on the east side of the county who wish to shop at big box stores go to Longview or Kelso.

- She had some information about the response by Oregon Department of Transportation (ODOT), which does not want anything to do with the issue. ODOT has declined to take any part in this, but they have made statements indicating that it is completely adequate. The Post Office is not adequate. The Transportation System Plan (TSP) indicates that the highways going through protect the infrastructure; however, it does not protect infrastructure. She believed there were many ways to get ODOT to look at the situation differently. ODOT is important for grant funding and the whole issue is finding money. She is on the Clatsop County Planning Commission and believed the county planners may consider taking on this issue if funding was available.
- She has spoken with people at Camp Rilea who would love to have another option. She did not believe they realize how fragile Highway 26 is and how often it is shut down. This is an issue for Camp Rilea because they do not want to take convoys through Astoria and are really tied up if they cannot take Highway 26.
- She envisions a 25-mile per hour truck route that will still be faster than going through Astoria and will be the same distance. The tricky part is that Grimstead Lane is a steep private road. There was an old road that cut through forestry, but it was not zoned for a truck route, so land use would be an issue.
- She wanted to see a survey used to get the community onboard and discussing Astoria as a destination and the pros and cons to help remove fears that a truck route would be bad for business. The survey would provide input from citizens and business owners, especially those who have spoken to her about the truck route from a business perspective. She recalled a retrofitting workshop conducted by John Guttenberger several years ago where retrofitting a façade tied into a chair wall was discussed. Street vibrations must be dealt with before putting money into retrofitting a façade. Mr. Guttenberger had said this was possible in Astoria as this work was being done in Portland. Retrofitting facades is a big deal for many reasons.
- She keeps track of earthquake issues and even a small earthquake could potentially shut down the city, which was another good reason to have a truck route. A strong El Nino pattern was starting that would hit Astoria next winter. This pattern creates a lot of upwelling and good fishing, but the westerly winds have now slowed down. A strong El Nino pattern means more ocean on America's shores, she has heard up to 3 or 4 inches, and the high tides spray and waves could wash over the Riverwalk. She questioned if weather would affect the truck route, noting Highway 202 could be a better route. It would be good to have two options.
- She handed her comments and documents to President Pro Tem Warr at the dais.

President Pro Tem Warr recalled seeing Ms. Gladwin at many traffic meetings, noting that he is personally involved in many traffic issues and that promoting a bypass is a goal of the City.



Ms. Gladwin said truckers have told her that ODOT will not put a sign at the post office indicating a person cannot be beside a truck, although these signs are at the roundabout that ODOT just designed. She understood that when a truck hits a car, the truck is out of its lane and gets cited, which does not seem right. She tried several months ago to get the item on the Council's agenda and confirmed that she should try again.

Martin Beuhl, 859 Glasgow Avenue, Astoria, thanked City Council for opening up further discussion with the Coast Guard about their housing development in his neighborhood. He was concerned with logging the watershed. He believed watersheds were precious and were never touched. The water supply is important to everyone. The last time the watershed was logged, several problems occurred. He assumed that experts have looked into the logging and everything is fine.

President Pro Tem Warr confirmed that an on-staff forester has looked at the situation very carefully. The area being logged is far from any act of water but that forest needs to be managed and forest management always involves some cutting. The City has no desire to anything bad to its water supply, which is very important. Trees will be cut very carefully and thoughtfully over the next few years.

Mr. Beuhl stated he was familiar with forest management, which has been part of his life.

Councilor Herzig added that the cutting is thinning to keep the forest healthy. Some of the trees are diseased, so this is forest maintenance by thinning appropriately in diseased areas, not logging. The areas being cut are small parcels of land.

Mr. Beuhl understood that presentations had been given, but he has only been able to listen as he is blind. He had pictured devastation, but appreciated the reassurance. He wanted to make sure that the watershed is cared for. He believed the watershed was logged 30 years ago and the color of the water changed, which was not a good thing.

Mike Barnes, 33655 NE Crow Creek Drive, Newberg, stated he has been the City's forester for about 12 years. There have been no noticeable turbidity issues with any of the light touch management that has been done on the watershed. Many watersheds in Oregon are managed, some extensively. He agreed that in the 50 years that Crown Zellerbeck owned the watershed, some turbidity may have occurred because they harvested large areas all at once. Astoria is only harvesting one tenth of one percent in an area where there is no water and that is far away from any of the reservoirs.

#### **ADJOURNMENT**

There being no further business, the meeting was adjourned at 8:04 pm.

#### **APPROVED:**

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City Manager Pro Tem/  
Community Development Director



## **HISTORIC LANDMARKS COMMISSION MEETING**

City Council Chambers

May 20, 2014

### CALL TO ORDER – ITEM 1:

A regular meeting of the Astoria Historic Landmarks Commission was held at the above place at the hour of 5:18 p.m.

### ROLL CALL – ITEM 2:

Commissioners Present: President LJ Gunderson, Vice President Michelle Dieffenbach, Commissioners Jack Osterberg, and Thomas Stanley

Commissioners Excused: Mac Burns, Paul Caruana and Kevin McHone

Staff Present: Planner Rosemary Johnson

### APPROVAL OF MINUTES – ITEM 3(a):

President Gunderson asked if there were any changes to the minutes. There was none. Commissioner Stanley moved to approve the minutes of April 15, 2014 as presented; seconded by Commissioner Osterberg. Ayes: President Gunderson, Vice President Dieffenbach, Commissioners Stanley, and Osterberg. Nays: None.

### PUBLIC HEARINGS:

President Gunderson explained the procedures governing the conduct of public hearings to the audience and advised that the substantive review criteria were listed in the Staff report.

### ITEM 4(a):

EX 14-03 Exterior Alteration EX14-03 by Dan and Susan Rahkonen to remove a rear shed addition and replace with a one story hip roof addition; remove south elevation roof addition and restore to the original roof line; remove rear door and install new doors on north and south elevations of new rear addition; enlarge north elevation dormer; change several non-historic windows on existing single family dwelling at 512 36<sup>th</sup> Street in the R-2, Medium Density Residential Zone.

President Gunderson asked if anyone objected to the jurisdiction of the Historic Landmarks Commission (HLC) to hear this matter at this time. There were no objections. President Gunderson asked if any member of the HLC had a conflict of interest, or any ex parte contacts to declare. None declared. President Gunderson requested a presentation of the Staff report.

Planner Johnson presented the Staff report and recommended approval with conditions. No correspondence has been received.

President Gunderson called for questions of Staff.

Commissioner Osterberg asked Planner Johnson to define a construction connection, which was stated in Condition 2 on Page 7 of the Staff report. Planner Johnson explained that in modern construction, support structures, such as a staircase, are typically bolted to the outside of the stringers. On historic properties, the bolts will be hidden behind a fascia board. The same process is used on a deck. Bolts should be recessed or hidden. Staff worked with the Applicant on this when discussing a building permit. The construction plans do not show this detail, but Planner Johnson would look for it when the Applicant applies for a building permit.

President Gunderson opened public testimony for the hearing and asked for the Applicant's presentation.

Dan Rahkonen, 8412 200th Street SW, Edmonds, Washington, circulated a photograph noting he appreciated Planner Johnson's comments. He assured that he and his wife would work with Staff to make the house look



right and function. He would also work with his architect and builder to make sure structures are attached properly. He understood a construction connection referred to the area where portions of the house meet because sheeting and siding will be installed in such a way that it will not be possible to tell where the main house wall and alteration meet. It has always been his intent to make sure it looks well connected.

President Gunderson called for questions of the Applicant.

Commissioner Osterberg believed the Staff report was clear and he did not have any questions. The house had a lot going on, but all of it appeared to be appropriate and in accordance with the criteria for approval. Mr. Rahkonen said he was working with Ray Bergerson on the windows, which would all be wooden single hung windows. Mr. Bergerson installed the new windows on the front to match the original windows.

President Gunderson called for any testimony by persons in favor of, impartial to or against the application. Seeing none, she called for closing remarks of Staff. There were none. She closed the public testimony portion of the hearing and called for Commission discussion and deliberation.

Vice President Dieffenbach believed the project was a great asset to the community and to the building itself. The Applicant was doing everything right, taking care of the building and its original details. The proposed plans were keeping in character with the idea of historic preservation.

Commissioner Osterberg agreed, adding that the Applicant was doing a lot to the building, but everything seemed to be appropriate, including the types of materials, the scale, and the attention to detail. The HLC could not see every bit of detail, but such an ultra-level of detail was not required. Staff would follow up on the small details, finish work, and things like the construction connections. He agreed the application met the criteria for approval.

Commissioner Stanley was pleased to see what the Applicants were doing with the building, which would be beautiful. The HLC exists to support this kind of restoration work. He thanked the Applicants.

President Gunderson agreed with the other Commissioners. She said she was always excited to see a building brought back to its original glory and the building is beautiful.

Commissioner Osterberg moved that the Historic Landmarks Commission adopt the Findings and Conclusions contained in the Staff report and approve Exterior Alteration EX 14-03 by Dan and Susan Rahkonen, with conditions; seconded by Commissioner Stanley. Motion passed unanimously.

President Gunderson read the rules of appeal into the record.

Planner Johnson complimented the Applicants for giving her a thorough application that was easy to work with.

President Gunderson added that the process is tough, but it is wonderful when everything goes right. She thanked the Applicants for the updated photographs.

#### ITEM 4(b):

EX 14-04      Exterior Alteration EX14-04 by Michael and Kristin Covert to replace rear porch windows, change a rear door to a window, install French doors, and construct a deck on the rear elevation of an existing single family dwelling at 384 Duane in the R-2, Medium Density Residential Zone.

President Gunderson asked if anyone objected to the jurisdiction of the Historic Landmarks Commission (HLC) to hear this matter at this time. There were no objections. President Gunderson asked if any member of the HLC had a conflict of interest, or any ex parte contacts to declare. None declared. President Gunderson requested a presentation of the Staff report.

Planner Johnson presented the Staff report. She noted that the Applicant was a prior Dr. Harvey Award winner and had a history of working on historic homes in Astoria. She recommended approval with standard conditions. No correspondence has been received.



President Gunderson called for questions of Staff. Hearing none, she opened public testimony for the hearing and asked for the applicant's presentation.

Mike Covert, 384 Duane Street, Astoria, confirmed he won the Dr. Harvey Award in 2013 for a project he completed on the east end of town. He has done extensive restorations of historic homes and always tried to adhere to the historic nature and detail of the houses. He believed it was important to understand that his home had been converted from a single-family home to a duplex and the wrap-around porch had been enclosed at one time. All of the three-over-one windows need to be replaced because they have rotted. Ray Bergerson has given him an estimate and will begin making the windows as soon as Mr. Covert receives approval of his application. On three of the four banks of windows, the three-over-one windows will be replaced with three-over-one windows. The middle bank of windows will be replaced with a cedar French door in a Queen Anne style, which will allow access to the proposed deck. It would be nice to have the additional living space because the yard is very steep. He confirmed for Commissioner Osterberg that the new windows would be made of cedar, just like the original windows.

President Gunderson noted for the record that no members of the audience were present, other than the Applicant. Therefore, she would dispense with some of the formalities of the public hearing. She called for closing remarks of Staff. Hearing none, she closed the public testimony portion of the hearing and called for Commission discussion and deliberation.

Vice President Dieffenbach said she had seen the house and was happy the Covert's owned the house and were taking care of it.

Commissioner Osterberg believed the house was very impressive. This project seemed simpler than the project in Item 4(a), but still seemed very appropriate with the right materials and design. The application appeared to meet all criteria for approval.

Commissioner Stanley and President Gunderson said they were happy with the application. President Gunderson said she had seen the Applicant's work around town and recalled selecting him as a Dr. Harvey Award winner in 2013.

Vice President Dieffenbach moved that the Historic Landmarks Commission adopt the Findings and Conclusions contained in the Staff Report and approve Exterior Alteration EX 14-04 by Michael and Kristin Covert with conditions; seconded by Commissioner Stanley. Motion passed unanimously.

President Gunderson read the rules of appeal into the record.

#### ITEM 4(c):

HD 14-01      Historic Designation HD14-01 by Justin Power to designate an existing single family dwelling as historic based on the proposed alterations as submitted with this application at 778 38th Street in the R-2, Medium Density Residential Zone.

President Gunderson asked if anyone objected to the jurisdiction of the Historic Landmarks Commission (HLC) to hear this matter at this time, noting that there was no one in the audience. There were no objections. President Gunderson asked if any member of the HLC had a conflict of interest or any ex parte contacts to declare. None declared. President Gunderson requested a presentation of the Staff report.



Planner Johnson presented the Staff report, noting that the house had been on the Derelict Building list for several years. The Applicant had already completed a lot of restoration work in a short period of time and she believed the project would be completed soon. The house would be an asset to the neighborhood. She recommended approval with standard conditions. No correspondence has been received.

Commissioner Stanley understood that if the Applicant failed to complete the proposed work, the house would not be designated as historic. President Gunderson added that the Applicant would also then be required to meet current building codes. Planner Johnson stated that Staff has recommended historic designations based on proposed work several times over the last three to five years. In each case, the projects were completed as proposed. Compliance with current building codes is often quite expensive.

President Gunderson opened and immediately closed the public hearing, as there was no one in the audience. She called for closing remarks from Staff. Hearing none, she called for Commission discussion and deliberation.

Commissioner Stanley moved that the Historic Landmarks Commission adopt the Findings and Conclusions contained in the Staff Report and approve Historic Designation HD14-01 by Justin Power with conditions; seconded by Commissioner Osterberg. Motion passed unanimously.

The rules of appeal were not read due to no one being in the audience.

Commissioner Dieffenbach said she was excited to see the project completed because it inspires others to do the same.

Commissioner Osterberg said he was pleased to see this application. The building is simple; many would call it plain. Yet, the Applicant is putting a lot of effort into a plain building that is a good example of the building's history and historical character. The project is very meaningful, especially considering the neighborhood. The application definitely met all of the criteria. Planner Johnson said she was pleased to work with the Applicant on this project because most people do not respect or appreciate the common man's homes, which are just as important.

#### REPORTS OF OFFICERS/COMMISSIONERS – ITEM 5:

No reports.

#### NEW BUSINESS – ITEM 6(a):

Dr. Harvey Award Selection - Planner Johnson reviewed the 2014 Dr. Harvey Award nominees included in the Staff report. She explained that the residential house at 1691 Irving had been nominated, but was not included in the Staff report because it received the Dr. Harvey award in 2003. The house was repainted over the last year, which did not warrant a second award. Extensive work would need to be completed before the residence could be nominated again.

She clarified that projects must have been completed within the last two years. Some projects can take 10 or 15 years, but are not eligible for the award until they are complete. Once a project is complete, it must be nominated within two years. All of the nominated homes should be considered complete for the purposes of the Dr. Harvey award.

Following discussion, the Historic Landmarks Commission selected the following Dr. Harvey Award winners and honorable mentions in these categories:

- Residential Dr. Harvey Award: 216 Exchange Street
  - The Commission chose this property due to the extensive work done that involved all sides of the house.
  - No honorable mention was awarded because work on the other two homes was minimal and primarily related to maintenance. Honorable mentions had been given primarily when the HLC struggled to decide which of several beautiful homes was to be chosen for the award.
- Commercial Dr. Harvey Award: 1004-1008 Commercial



- Being on a corner lot, substantial improvements were made to two facades with multiple storefronts, resulting in a big change in the appearance for this part of downtown.
- Commercial Dr. Harvey Honorable Mention: 1254 Commercial
  - The Commission struggled with its decision because a lot of work had also been put into this property.

The HLC commented that they hoped the awards would be an incentive to keep the momentum going in the downtown area and encourage others to restore buildings. The Commissioners and Staff discussed some buildings in the downtown area that had been or would be painted and the various efforts made by Staff and the Astoria Downtown Historic District Association (ADHDA) to help downtown buildings do some upgrades.

Planner Johnson said she would be publicizing the SHPO Pass-Through Grant in the next few weeks. The grant is for residential or commercial facade renovations on National Register properties and provides up to \$3,000 with a 50/50 matching grant. One person has already expressed interest in applying. The City can only provide \$10,000, which will assist with three or four projects, depending on how much is requested by the applicants.

#### STATUS REPORTS – ITEM 7(a):

Planner Johnson has included status report photographs of the following: EX 12-10 for 364 Bond, EX 11-08 for 1598 Duane, EX 13-07 for 813 14<sup>th</sup> Street, and EX 13-02 for 877 14<sup>th</sup> Street. She reviewed the details of each project. All projects are complete or near completion and conditions have been met. These status report photographs are for Commission information.

Planner Johnson confirmed that no HLC meeting would be held in June as nothing was on the agenda.

President Gunderson asked Planner Johnson to announce the SHPO Grant at the next ADHDA meeting on Friday, June 6, 2014.

#### ADJOURNMENT:

There being no further business, the meeting was adjourned at 6:10 p.m.

ATTEST:

APPROVED:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Planner



## **Astoria Library Board Meeting**

Astoria Public Library

May 27, 2014

5:30 pm

**Present:** Library Board members Chairman David Oser, Gregory Lumbr, and Susan Brooks. Staff Library Director Jane Tucker and ALFA Representatives Charlotte Langsev and Nick Benas. City Manager Pro Tem/Community Development Director Brett Estes arrived at approximately 5:53 pm.

**Excused:** Arline LaMear

**Absent:** Iliana Arroyo

**Call to Order:** Chairman David Oser called the meeting to order at 5:30 pm.

### **Renovation Update:**

Director Tucker compiled a list of Renovation Subcommittee members, including members of the Library Board, who agreed to serve on the committee if contacted. She would forward the list to the Mayor, who would appoint the committee members. She anticipated the committee would have a total of about 15 members. She reported that at the meeting held with Mayor Van Dusen and Arline LaMear, the Mayor appeared satisfied with the progress being made towards the renovations.

Chairman Oser stated there had been a few meetings of the foundation board, which did not technically exist, as the paperwork required to establish the foundation had not yet been submitted. The group that is currently meeting is a formative board of people who want to serve, but would not necessarily be officers or prime movers of the foundation. Director Tucker and Chairman Oser have attended the meetings. Director Tucker will serve as an ex officio or advisor to the foundation. The next meeting will be in June 2014, when a list of prospective foundation members will be finalized. Chairman Oser said he would also be working on the paperwork to get the foundation established.

Director Tucker confirmed no updates were available on the Waldorf at this time.

**Approval of Agenda:** The agenda was approved as presented.

**Approval of Minutes:** Approval of the April 22, 2014 minutes, which were distributed at the meeting, was postponed to the next Library Board meeting to allow time for the Board's review.

### **Board Reports:**

#### **Item 5(a): Reports of Community Presentations**

Director Tucker reported on her presentation at the Rotary on May 5, 2014, which went well. The meeting with the Lion's Club had been rescheduled.

**Library Director's Report:** Director Tucker reported that the library migrated to the cloud May 17 through May 19, 2014. This migration has been the easiest, but there were still issues with delays and freezing terminals. The Summer Readers Program begins June 12, 2014, with a kickoff scheduled for June 14, 2014 at Camp Rilea from 2:00 pm to 4:00 pm. The program is countywide; Seaside, Warrenton, Astoria, Jewell School, and Knappa School are all participating. She reviewed the statistics for April 2014 and confirmed that the circulation transactions are completed by Staff and do not include website activity, like online book renewals. She would find out if statistics for website activity were available and report back to the Board. She added that staff collects statistics for certain activities, as agreed upon several years ago. The library's value to the community in April 2014 was \$126,677. At \$15 each, \$53,310 of that total value would have been spent on books, given the 3,554 books that were circulated.

Chairman Oser believed more were renewing online, downloading materials using Library To Go, so having statistics of those online activities would be useful, especially if presented separately from the in-house statistics or non-internet activity.



**Update on ALFA Activities:** Charlotte Langsev reported that ALFA's current balance was \$4,431.28. A few unexpected donations were received and expenditures were for performances.

Ms. Langsev said that ALFA board members remodeled the Phog Bounders booth in an effort to earn more revenue. The booth is more welcoming now and includes nice signage and bookmarks.

Mr. Lumbra asked how his friend could donate 5,000 books to the library. Ms. Langsev explained that the basement of the library was no longer being used for storage of donated books. She offered to store the books in her shop and feed the booth slowly from storage. ALFA no longer hosts large book sales. Director Tucker said the library often receives offers for large book collections. Tongue Point, Clatsop Community College, Trail's End, and other locations can accept book donations, depending on what types of books are being donated. She explained that some art history books are difficult to accept as donations because they cannot be catalogued.

City Manager Pro Tem/Community Development Director Brett Estes arrived at approximately 5:53 pm.

**New Business:**

The Library Board and Staff discussed upcoming vacancies on the Board, as two terms expire on June 30, 2014 and a third has previously expressed notice to resign. Mr. Lumbra confirmed he was still interested in serving on the steering subcommittee. Ms. Brooks stated she would continue to serve on the Board until a replacement has been found.

**Old Business:**

**Item 9(a): ALA Statements**

Chairman Oser believed this item should be removed from the agenda.

**Board Member Comments:**

Ms. Brooks confirmed the Library is accepting donations for the Summer Reading Program, noting that Kiwanis planned to make a small donation of about \$50 and that the can drive had not been as lucrative as she anticipated. Director Tucker said ROCC would likely use the donation to buy paperback books to donate to the participants because grant funds could not be used for such incentives. The participants love receiving a free book.

**Public Comments:**

Ms. Langsev said she appreciated the pruning of the library hedges that had been done because she could see the parking lot. Safety has been improved and the hedges are already filling in. Director Tucker added that the library received many compliments and no complaints.

Ms. Brooks asked for an update on the book drop. Director Tucker responded that Staff had been tracking the contents and volume of contents in the book drop, and noting whether anything was damaged. Several months of this data should help Staff make a decision about how to address the issue. Staff believed that the book drop tends to fill up on Mondays, rather than Saturday nights.

**Items for Next Meeting's Agenda:**

**Adjournment:** There being no further business, the meeting was adjourned at 6:02 pm.

Respectfully submitted,

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Paula Pinyerd, ABC Transcription Services, Inc.



## ASTORIA PLANNING COMMISSION MEETING

Astoria City Hall  
May 6, 2014

### CALL TO ORDER:

President Nemlowill called the meeting to order at 6:30 p.m.

### ROLL CALL:

Commissioners Present: President Zetty Nemlowill, Vice President McLaren Innes, David Pearson, Kent Easom, Peter Gimre, and Sean Fitzpatrick

Commissioners Excused: Thor Norgaard

Staff and Others Present: Community Development Director Brett Estes. The meeting is recorded and will be transcribed by ABC Transcription Services, Inc.

Director Estes noted that Kent Easom was appointed to the Planning Commission earlier today to replace Ron Williams.

### PRESENTATION:

#### ITEM 3(a): Astoria Downtown Historic District Association (ADHDA) Re: Downtown Planning Initiative

Alana Garner, 486 12<sup>th</sup> Street, Suite H, Astoria, updated the Planning Commission on work plan priorities the ADHDA has been working on over the past year as a result of the Building Blocks for a Successful Downtown. Consultant Michelle Reeves, Oregon Main Street Coordinator Sheri Stuart, and the ADHDA Board of Directors worked together on the Building Blocks Program. She presented the ADHDA's work plan priorities as follows:

- The ADHDA's Business Development Committee has focused on connecting businesses with locals through downtown walking tours, cooperative advertising with the *Daily Astorian* during the holidays, engaging and supporting downtown property owners.
  - Engagement with property owners is done primarily through general meetings, held the first Friday of each month. Regular attendance has been around 50 or 60 people and is growing.
  - Networking and educational events for businesses and property owners include a quarterly Welcome Wagon that welcomes new businesses, providing information about downtown and responding to questions.
- The Organization Committee focuses on a sustainable funding plan and alternative fundraising ideas, volunteer recruiting and regular representation at City Council and other City meetings.
  - Annual volunteer totals are currently being calculated. In 2013, the ADHDA received an estimated 18,000+ volunteer hours.
- The Promotion Committee promotes the ADHDA by hosting events throughout the year, like the Winter Brew Cup held during the winter of 2013 and the recent Jane Barnes Review, the most successful of the last four years.
  - The committee is currently planning the 13<sup>th</sup> Annual Pacific Northwest Brew Cup and is talking with the downtown restaurant owners for promotional ideas for 2015.
- The Design Committee is currently working on storefront improvements, storefront lighting for the holiday season, Riverwalk connectors and way finding from the Riverwalk and Commercial Street gateways.
  - In October 2013, design consultant Sinette Quirkle met with five businesses to discuss façade improvements. This was part of the ADHDA's participation in the Oregon Main Street program.
  - With the help of the Parks and Recreation Department, the entrance signs were refreshed and repainted. The ADHDA and Parks Department are discussing the possibility of having "Thank you for visiting," painted on the back of the signs.
  - The 15<sup>th</sup> Street triangle was enhanced with new vegetation and shrubbery and vacant storefront windows have been dressed with promotional items for ADHDA events and other organizations.
- The downtown area has a 20 percent vacancy rate. In the last 10 months, many businesses have moved in and about 16 businesses have opened, expanded or relocated.



President Nemlowill explained that Commissioner Gimre, who is very active in the ADHDA, brought up a few points at the last meeting and Vice President Innes had suggested the ADHDA be invited to give an overview of the Association's activities and work. She asked Ms. Garner to keep the Planning Commission updated, noting that this will help the Commission make decisions. During the Transportation System Plan update, it was helpful to have the support of the ADHDA and know that local business owners were on board with the decisions the Planning Commission was making.

#### PUBLIC HEARINGS:

President Nemlowill 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.

#### ITEM 4(a):

CU14-04                      Conditional Use CU14-04 by Brad Smithart to locate an arcade as indoor family entertainment in an existing commercial structure at 1804 Commercial in the C-4, Central Commercial zone. This item was continued from the April 22, 2014 meeting.

President Nemlowill asked if anyone objected to the jurisdiction of the Planning Commission to hear this matter at this time. There were no objections. She asked if any member of the Planning Commission had any conflicts of interest or ex parte contacts to declare.

Commissioner Gimre declared that his ex parte contacts were the same as he had declared at the last meeting.

President Nemlowill declared that her family has a business that sells alcohol. She planned to make an objective decision.

President Nemlowill called for the Staff report.

Director Estes confirmed that the application number on the Agenda should state "CU14-04". He noted the entire Staff report, which had been reprinted for the Commission, had been presented at the April 22, 2014 meeting. He noted that a memorandum from Deputy Chief Johnston dated May 2, 2014 had been attached to the Staff report, which he briefly reviewed, noting that the Police Department requests an additional condition be added to restrict the presence of minors during the hours that alcohol is being served.

President Nemlowill called for questions of Staff. Hearing none, she opened the public hearing and called for a presentation by the Applicant.

Brad Smithart, 1650 9<sup>th</sup> Street, Astoria, stated he planned to open a classic arcade utilizing new technology that interfaces with personal computers (PCs). He has obtained a virtual reality headset called the Oculus Rift, which interfaces with PCs and Macs using open source coding. He explained Minecraft is a video game that requires players to survive by crafting things. Adding the Oculus Rift allows players to see the game through the eyes of their characters. Minecraft has a huge fan base and will bring entertainment to the arcade. He is a beta tester for Minecraft and recently went to Las Vegas to meet the creators.

Mr. Smithart explained that Minecraft uses open source coding and allows players to play in real time. The game involves mining and building. Players can create a worldwide network of at least 128 people, who play together to create a city. The Oculus Rift turns the game into a three dimensional world. All of this is done through free, open source coding. His arcade would have PCs and Macs set up in a corner so the kids can play Minecraft and eventually create their own open source games. The Minecraft Company has shared the coding with him so he can build skins on top of the game. This is like having the engine to a car; all he has to do is add the body because the entire framework is there. His arcade will also have classic games like pinball. He will offer rotating competitions, offering players a chance to win a denim jacket by becoming the highest scorer on a chosen game. The jacket will be embroidered with the player's gamer tag. His arcade will serve sodas, ice cream, and hot dogs during the day and beer, wine, and cider during the evening. He confirmed that he had read the memorandum from Deputy Chief Johnston that proposed restricting the presence of minors during hours that alcohol is served. He wanted to have a great working relationship with the Police Department. The Oregon Liquor Control Commission (OLCC) said he could serve alcohol morning, evening, and night. He wanted to begin serving alcohol at 6:00 pm and have minors leave by 9:00 pm. Whether or not he serves alcohol, he plans to have the minors leave at 9:00 pm. He will not be serving spirits because he is not trying to be a bar. Therefore, he will only serve beer, wine, and cider, like the



bowling alley, Fultano's, and Chuck E. Cheese. He was okay with a conditional use but was concerned about having to adhere to a set time. As a business owner, he would like the ability to adapt to his environment and the market. He would like to serve wine and cider during the Saturday Art Walk while minors are present and without charging.

Commissioner Gimre asked if this arcade would be similar to Ground Kontrol in Portland. He explained that Ground Kontrol was an arcade similar to what he believed Mr. Smithart was planning.

Mr. Smithart said that Ground Kontrol served beer, wine, and cider in the evenings when they first opened. Ground Kontrol also held competitions. People who like classic arcades want to know where to find an unmodified Donkey Kong game. To have the highest score in the nation, judges must approve of the games. He purchased an unmodified Zaxxon so people can come to his arcade to try for a high score. Ground Kontrol currently has 15 of the highest scores in the nation.

Commissioner Gimre said earlier in the day, he went on a walking tour of downtown with Staff and representatives from the Chamber of Commerce and the Trolley Association. As they passed the proposed location for the arcade, someone in the group said they hoped the arcade would be similar to Ground Kontrol because it would get him out of the house and in downtown where he normally would not go. When he first saw the application, he was not sure that an arcade would be appropriate in downtown Astoria. After hearing the comment on the walking tour and the Applicant's testimony, he has become more receptive to the arcade. He had never heard of Ground Kontrol until that day. After visiting their website, he believed Ground Kontrol was similar to what Mr. Smithart was proposing. He said that the Applicant made a good point when noting that other establishments in town served alcohol in the presence of minors. He asked how Mr. Smithart would like to serve alcohol.

Mr. Smithart explained that a mother just getting off work to take her kids the arcade will stay longer to let the kids play if she can have a glass of wine while she is there. He wants to have an area where everyone can congregate, allowing a dad to have a beer while his son has a soda and plays games. His proposal was to serve alcohol with minors present from 6:00 pm to 9:00 pm and have one of his staff dedicated to the floor to monitor the alcohol during that time. At no point would alcohol be served with children there and no alcohol monitor. However, he wants a good relationship with the Police Department, so he would be open to the condition, but is concerned with adhering to a set time. He wants the flexibility of starting alcohol service at 7:00 pm on a Friday, for example.

President Nemlowill noted the memorandum indicated that Mr. Smithart's plan to monitor the alcohol served while minors were present was minimal. She wanted to confirm the facts and asked about the dedicated alcohol monitor.

Mr. Smithart believed that one person to monitor the 4,000 square foot floor was more than adequate to ensure no one under 21 years old consumes alcohol. This is more Staff per square foot than Fultano's, the bowling alley or any other establishment in Astoria that serves alcohol in the presence of minors. The alcohol monitor would mingle with children and adults. He confirmed that the alcohol monitor could be responsible for between 50 and 100 people between 6:00 pm and 9:00 pm. He could have up to 85 machines, depending on the square footage.

Director Estes noted Commissioner Easom would be abstaining from voting on the public hearings, as he received the agenda packet just before the meeting.

President Nemlowill called for testimony in favor of the application.

Dulcye Taylor, 856 11<sup>th</sup> Street, Astoria, spoke in favor of the application, stating she believed putting an arcade downtown was a great idea. The Astoria Downtown Historic District Association (ADHDA) has wanted something for the kids to do downtown other than wandering the streets. She agreed that parents would want to drink alcohol while their kids played games. Parents have the responsibility of supervising their kids. Many places in town serve beer and wine while children are present without alcohol monitors. She did not understand why the arcade would be different and asked Deputy Chief Johnston to explain the difference.

LJ Gunderson, 413 Franklin Avenue, Astoria, agreed with Ms. Taylor's comments. She was concerned with the possibility that large groups of kids would block the sidewalks in front of the arcade, which would be off-putting to older customers. At Fort George, there are children running around playing while beer and wine are being served. She did not have a problem with this. Many customers of Baked Alaska bring children who run from one end to the other. She was unsure if this was allowed by the OLCC, but the establishments keep the situation under control and she has never seen problems with serving alcohol while children are present. She suggested the Applicant speak



with Ground Kontrol in Portland to discuss how they overcame any issues. Part of the ADHDA's goal is to bring young people into the downtown area.

Yvonne Hughes, 1390 Jerome Avenue, Astoria, said she has a 10-year old son who loves Minecraft and will be excited to hear about the 3D option for the game. Astoria does not offer many opportunities for youth. She hopes something interesting will happen with the armory. However, in the interim, having another option for family fun activities is important. She and Ms. Garner, as part of Ford Family Institute's Leadership in the Community Program, have decided to revamp the teen center because there is no positive place for teenagers to go. She has an OLCC card and believed that the ability to serve beer and wine in a family friendly establishment would be conducive to residents and visitors. Allowing alcohol would encourage more parents to be in the arcade with their children, as opposed to dropping the kids off. More parent involvement is important.

President Nemlowill called for testimony impartial or opposed to the application. Hearing none, she called for closing remarks of Staff. There were none. She closed the public hearing and called for Commission discussion and deliberation.

Commissioner Pearson stated that the Commission is being asked to review criteria they have reviewed many times. He believed there were two proposals; one for an indoor family fun arcade that fills a need in the community, which he fully supported, and a classic video game atmosphere where adults could have beer and play games. Combining the two types of establishments makes the business's goal murky. The business is targeting children and young adults, yet also has a bar. He looked forward to hearing the other Commissioner's comments.

President Nemlowill agreed that the issue was complicated. She did not believe the Commission would take the Police Department's recommendation lightly because feedback from the Department is not typically received. She noted other businesses in town, including her own, where alcohol and minors are present at the same time without any issues. The memorandum indicates the difference is that the arcade targets minors.

Vice President Innes stated she was unsure about this request. Hearing from the community has been extremely helpful and she believed the community made their support of the arcade very clear. She wanted to consider the other Commissioner's comments before making a decision about how to vote.

Commissioner Easom said there was an arcade where he grew up and he believed an arcade was a good place for children. He did not see a problem with serving alcohol with children present and believed alcohol would draw more parents in to the arcade. He believed many parents would likely play games with their children.

Commissioner Gimre said that after learning more about this arcade and hearing public testimony, his was in favor of the arcade. He agreed that serving alcohol encourages parents to be with their children rather than dropping off the children. He noted that when there are baseball tournaments in town, Fultano's is packed with kids. Fultano's does not have an alcohol monitor and there are no issues. He respected Deputy Chief Johnston, but added he would like to allow alcohol to be served until 9:00 pm. He believed Deputy Chief Johnston would monitor the arcade closely and correct any problems that may arise. He was in favor of the original proposal.

Commissioner Fitzpatrick agreed that an arcade in downtown was a good idea. The location is one of the last vacancies in the downtown area and it would be nice to have something for children to do in that location. He did not have an issue with serving alcohol during the proposed time and without a monitor.

Commissioner Gimre moved that the Astoria Planning Commission adopt the Findings and Conclusions contained in the Staff reports and approve Conditional Use CU14-04 as proposed by Brad Smithart, with Conditions listed in the Staff reports; seconded by President Nemlowill. Motion passed 4 to 1 to 1. Ayes: President Nemlowill, Vice President Innes, Commissioners Gimre and Fitzpatrick. Nays: Commissioner Pearson. Abstentions: Commissioner Easom.

President Nemlowill read the rules of appeal into the record.

#### ITEM 4(b):

CU14-02                      Conditional Use CU14-02 by the Kurt Englund to locate a tourist oriented retail sales establishment in the west half of the existing commercial building at 101 15<sup>th</sup> in the A-2A, Aquatic Two A Development and S-2A, Tourist Oriented Shorelands zone.



President Nemlowill asked if anyone objected to the jurisdiction of the Planning Commission to hear this matter at this time. There were no objections. She asked if any member of the Planning Commission had any conflicts of interest or ex parte contacts to declare.

Commissioner Fitzpatrick declared that he does business with the Applicant and believed could make an impartial decision. His ex parte contact has been limited to him telling the owners that he believes the location and establishment are a great idea.

President Nemlowill called for the Staff report.

Director Estes reviewed the written Staff report. No correspondence had been received and Staff recommended approval of the request with the Conditions listed in the Staff report.

President Nemlowill noted that this property has been a source of discussion. There were some appeals made when condominiums were proposed. Director Estes confirmed that the permits for the condominiums had expired. He added that possible impact to the Riverwalk was discussed with the Public Works Department. The crossing meets Oregon Department of Transportation (ODOT) rail standards and requirements. This situation has existed for some time and the amount of traffic would be similar to the former Englund Marine property.

Vice President Innes confirmed the entire building had a Division of State Lands (DSL) permit and asked why the Applicant would need to get another DSL permit to use part of the building. Director Estes explained that DSL leases are for specific uses and state how a property would be used. He did not believe a new permit would change anything because the use will remain retail as before; the permit provides verification that the City has ensured that the property owner agrees to the use. He did not believe DSL would consider retail to be different from tourist-oriented retail.

President Nemlowill opened the public hearing and called for a presentation by the Applicant.

Paul Tutor, 3759 Duane Street, Astoria, stated he had talked with Mr. Englund and the recycling and garbage will be kept inside of the building and set out on the day they will be picked up.

President Nemlowill called for any testimony in favor of the application.

LJ Gunderson, 413 Franklin Avenue, Astoria, stated she is on the ADHDA Board and Astoria Design Review Committee. She has purchased items from the Applicants adding they are an excellent retailer. The Applicants are an asset to the downtown area and she believed moving to the proposed location was appropriate. The empty building is beautiful and the Applicants turn pieces of history into awesome art and décor items. This establishment will be a visual that Astoria will love. She supported the application.

President Nemlowill called for testimony impartial to, or opposed to the application. Hearing none, she closed the public hearing and called Commission discussion and deliberation.

Commissioner Fitzpatrick was in favor of putting the business in the proposed location. He believed it would be great for downtown and the waterfront because it would extend the downtown retail center to 15<sup>th</sup> Street and bring people out on to the water. As a retired real estate broker, he does not like to see vacant property. This business would be a higher and better use of the property.

Commissioner Gimre supported the application. He added the Applicants are great retailers who are active in the ADHDA.

Commissioner Easom supported the application, but reminded that he planned to abstain from voting.

President Nemlowill believed this decision was easier than the last proposed use for the property, which was very controversial. The Conditional Use moves the use away from being marine dependent. Astoria is changing and this property has been vacant for a long time. She supported the application.

Vice President Innes said she was excited to see the elevation and enhancement of displays of merchandise. The location will enhance the Applicant's ability to draw in tourists and local customers. Knowing how much the community enjoyed the Applicants, she was confident the Applicants would make the best use of the property and be considerate partners. She intended to vote in favor of the application.



Commissioner Pearson believed the business was a great reuse of the building, which is a key piece of waterfront that Astoria has struggled with for a long time.

Commissioner Fitzpatrick asked the Applicant what color he planned to paint the building.

Mr. Tutor replied the building would be white with black trim at the top to prevent the building from fading into the water.

Commissioner Gimre moved that the Astoria Planning Commission adopt the Findings and Conclusions contained in the Staff report and approve Conditional Use CU14-02 by Kurt Englund, with the Conditions listed in the Staff report; seconded by Commissioner Fitzpatrick. Motion passed 5 to 0 to 1. Ayes: President Nemlowill, Vice President Innes, Commissioners Fitzpatrick, Pearson, and Gimre. Nays: None. Abstentions: Commissioner Easom.

President Nemlowill read the rules of appeal into the record.

ITEM 4(c):

CU14-05                      Conditional Use CU14-05 by Jeannie Alexander to locate an existing approximate 1,764 square foot party retail and rental facility in an existing industrial building at 4025 Abbey Lane in the GI, General Industrial zone.

President Nemlowill asked if anyone objected to the jurisdiction of the Planning Commission to hear this matter at this time. There were no objections. She asked if any member of the Planning Commission had any conflicts of interest or ex parte contacts to declare. Hearing none, she asked Staff to present the Staff report.

Director Estes reviewed the written Staff report. No correspondence had been received and Staff recommended approval of the request.

President Nemlowill called for questions of Staff.

Commissioner Gimre asked why the Staff report includes the requirement that significant changes or modifications be reviewed by the Planning Commission while the Findings state there were no issues. Director Estes explained this language is typical in Conditional Use permits, especially when there are no conditions of approval. If substantial changes needed to be made over time, the changes would need to be reviewed by the Commission. The Staff report also notes that the Applicant must obtain necessary building permits. This establishment is not proposing to use the building's entire space, unlike the previous Conditional Use application.

Vice President Innes asked if Staff responded to the Applicant's questions about signage. Director Estes said that sign permits were reviewed separate from conditional use permits. He believed the Applicant was referring to A-frame signs. Only a specific number of A-frame signs are permitted per lot, and he was unsure if the maximum number has been reached on this particular lot.

Jeannie Alexander confirmed she had not received a response from Staff to her questions about signage. She explained that she wanted to be clear about the regulations to prevent problems. She did not want her sign to block another sign, but wanted customers to know her business is there.

Director Estes said Staff would need to find out how many A-frame permits have already been issued for that lot. One A-frame sign is allowed per frontage.

President Nemlowill opened the public hearing and called for a presentation by the Applicant.

Jeannie Alexander, 92927 Keller Road, Astoria, stated everyone needs to rent tents, tuxedos, etc. and she is slowly obtaining stock for party supplies. Astoria does not have many places that rent tuxedos. The building has a large counter and space for customers to sit down and discuss what they need. Her staff will do their best to help.

President Nemlowill called for questions of the Applicant. Hearing none, she called for any testimony in favor of, impartial to, or opposed to the application.



Drew Herzig, 628 Klaskanine Avenue, Astoria, spoke impartial to the application, stating he had the same question about signage. He was concerned for the owner because the location was obscure. He suggested a directional sign on 39<sup>th</sup> Street in addition to an A-frame sign. If the conditional use would allow, he also suggested painting the end of the building on the street side to indicate the presence of the party rental business. He was concerned with helping people find the business, as he believed this would become an issue.

President Nemlowill closed the public hearing and called Commission discussion and deliberation.

Commissioner Gimre said the application appears to meet all of the criteria that the Planning Commission had been asked to review and he supported it. President Nemlowill and Vice President Innes agreed.

Commissioner Easom moved that the Astoria Planning Commission adopt the Findings and Conclusions contained in the Staff report and approve Conditional Use CU14-05 by Jeannie Alexander; seconded by Commissioner Gimre. Motion passed unanimously.

President Nemlowill read the rules of appeal into the record.

#### REPORTS OF OFFICERS/COMMISSIONERS:

Commissioner Fitzpatrick reported that the Friends of the Astoria Armory received a commitment that Craft 3 will allow the Friends to use the armory facility. A fundraiser will be held on June 28, 2014 with the Roller Dolls. The Friends will make it clear that the public's help will be necessary to get the facility going. He explained that the Friends of the Astoria Armory is a non-profit group of local citizens who want to see the armory building restored as a community asset. Board members include Jennifer Rasmussen, Greg Peterson, Robert Jacob, Robert Stang, Bruce Jones, and himself. He confirmed the City did not want ownership of the building. While Craft 3 does not want ownership of the building, they purchased it from the City after the City purchased the building and parking lot from the Maritime Museum.

Director Estes noted the next regular Planning Commission meeting in May will include the public hearing for Riverfront Vision Plan implementation for the Civic Greenway Area and another permit. Today's special meeting was scheduled to move some items forward rather than scheduling a heavy meeting on the night of the public hearing for the Riverfront Vision Plan.

President Nemlowill confirmed the meeting was scheduled for Tuesday, May 27, 2014 at 6:30 pm. She added it was great to have representatives from the ADHDA and City Council and thanked them for attending.

#### ADJOURNMENT:

There being no further business, the meeting was adjourned at 7:36 pm.

#### **ATTEST:**

\_\_\_\_\_  
Secretary

#### **APPROVED:**


\_\_\_\_\_  
Community Development Director/  
Assistant City Manager





June 17, 2014

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER PRO TEM

SUBJECT: 2014-2015 COASTAL ZONE MANAGEMENT PLANNING ASSISTANCE GRANT

**BACKGROUND**

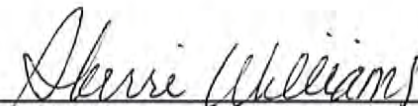
The City has received a grant agreement from the Department of Land Conservation and Development (DLCD) that awards \$9,000 to be used toward basic coastal planning activities. The grant funds are to be used to support routine land use activities including the preparation of staff reports, findings of fact, land use notices to the public and DLCD, the preparation of any necessary amendments to acknowledged Comprehensive Plans and land use regulations that are required by Statewide Planning Goals. This is a regular program of DLCD's Coastal Management Program and the City has received this grant funding the past several years. There is a 1:1 match required, but this amount is easily met with current staff time allocated in the City's budget.

The grant agreement between DLCD and the City is attached and has been reviewed and approved as to form by City Attorney Blair Henningsgaard. In addition, a letter which formally requests these funds is also attached. A letter from the City Council requesting the Coastal Management funds is required to be submitted in conjunction with the authorized grant agreement.

**RECOMMENDATION**

As these grant funds will support staff activities now being expensed to the General Fund, it is recommended that the Mayor sign the attached letter requesting funds in the amount of \$9,000 and that Council authorize the acceptance of the grant agreement.

Through:

A handwritten signature in cursive script, reading "Sherri Williams", is written over a horizontal line.

Sherri Williams, Community Development Department  
Administrative Assistant



Oregon Department of Land Conservation and  
Development  
FY14-15 Grant Agreement

Date  
July 1, 2014  
Type of Grant  
Coastal Zone Management

Grantee Name City of Astoria

Grant No.  
CPA-14-001

Street Address

1095 Duane Street  
Astoria, OR 97103

DLCD Grant Amount

\$9,000

Award Period

July 1, 2014 through June 30, 2015

Grantee Share  
\$9,000

Authority State General Fund Federal Fund  
CFDA 11.419 XX  
Coastal Zone Management Administrative Awards  
Department of Commerce  
National Oceanic and Atmospheric Administration (NOAA)  
Federal Grant No. NA14NOS4190078 Award Amount: \$2,211,000

Total Cost  
\$18,000

Project Title

Coastal Zone Management 14-15

Grantee Representative

Brett Estes, Community Dev Director  
503-338-5183 ext 829  
[bestes@astoria.or.us](mailto:bestes@astoria.or.us)

DLCD Grant Manager

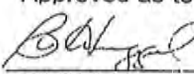
Patrick Wingard  
503-812-5448  
[patrick.wingard@state.or.us](mailto:patrick.wingard@state.or.us)

This Grant, approved by the Coastal Program Manager of the Department of Land Conservation and Development, acting on behalf of the Land Conservation and Development Commission, is issued in duplicate and constitutes an obligation of state funds contingent upon the issuance of a grant from OCRM/NOAA to DLCD for FY 14/15. By signing the two documents, the Grantee agrees to comply with the Grant provisions shown in Attachment A. Attachment A contains standard terms and conditions, reporting requirements and payment schedule.

Upon acceptance by the Grantee, the two signed documents shall be returned to DLCD. *If not signed and returned without modification by the Grantee within 30 days of receipt, the Grant Manager may unilaterally terminate this Grant.* Upon receipt of the signed documents, the DLCD Coastal Program Manager shall sign and one copy will be returned for the Grantee's file.

For the Grantee: Typed Name and Signature of Authorized Official	Title	Date
Willis L. Van Dusen	Mayor	
Brett Estes	City Manager Pro Tem	
Signature of DLCD Program Manager	DLCD Coastal Program Manager	

Approved as to Form by

  
City Attorney  
comappleAdmLAppleId.pd.49317566476d1a2  
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DN:  
cn=comappleAdmLAppleId.pd.49317566476  
d1a21807754144546159324e744d354e773d3d  
Date: 2014.06.17 10:00:12 -0800



## Attachment A

### Work Program

By agreement with the federal Office of Ocean and Coastal Resource Management (OCRM), use of funds under this grant program is for work within the boundaries of those jurisdictions in Oregon's federally-approved Coastal Zone that have adopted comprehensive plans and land use regulations acknowledged by the Land Conservation and Development Commission (LCDC) and incorporated within the Oregon Coastal Management Program (OCMP).

*NOTE: Grantee acknowledges that grant funds shall not be used for legal or administrative costs associated with defending the Grantee or other grantees from decisions made by the department or the commission.*

### Grant Matching Funds Requirement and Rate of Payment

1. This award requires the City of Astoria to provide \$9,000.00 in project-related matching costs from non-federal sources. The City must maintain an accounting for \$18,000.00 in its official records.
2. Matching funds, whether in cash or in-kind, are expected to be paid out at the same general rate as the state share, and matching fund accounting shall be included with each reimbursement request. Exceptions to this requirement may be approved by the Grant Manager based on demonstration that the schedule of tasks for the project and the rate of local match for these tasks justify a delayed payout of cash or in-kind contributions. In any case, the Grantee must fulfill the non-Federal matching commitment over the life of the award.

### Payment and Reporting Schedule

1. Reimbursement up to 50% of the grant award will be made upon completion of a semi-annual report due January 31, 2015, for the period July 1, 2014 to December 31, 2014;
2. Final reimbursement up to the total amount of the grant will be made upon completion of a second semi-annual report due July 31, 2015, for the period January 1, 2015 to June 30, 2015.

<p><b><u>Please note:</u></b> DLCD will NOT make payment when semiannual reports are more than 60 days beyond the due date.</p>
---

The following reports are **required** on an on-going basis and in addition to the two semi-annual reports required above:

- Notice of pending land use decisions shall be provided on an ongoing basis to the appropriate DLCD Coastal Regional Representative **before** land use decisions are made. Staff reports and draft findings of fact shall be submitted to the Regional Representative with these notices;
- If this Grant Agreement is terminated for any reason, a final programmatic and financial closeout report is required within 30 days.



**Grantee agrees to**

1. Designate a Coastal Specialist(s) responsible for preparing staff reports and draft findings of fact for proposed local land use decisions, reports of violations of local land use regulations, and results of field inspections and who will be a point of contact for the Department;
2. Provide **timely** notices, staff reports, and draft findings of fact related to proposed legislative and quasi-judicial land use decisions to the DLCD Regional Representative and affected state and federal agencies before the decisions are made;
3. Coordinate with state agencies, federal agencies, and other units of local government, including port districts, to carry out the provisions of applicable acknowledged plan(s) and ordinances, and to identify plan and regulation violations;
4. At minimum, the Coastal Specialist, or the jurisdictions designee shall attend at least one of two semi-annual meetings of the Oregon Coastal Management Program Network Partners sponsored by the Department. DLCD will reimburse Grantee, up to \$200 per person from this grant to support travel costs associated with attendance at such meeting. Grantee shall conduct all travel in the most efficient and cost effective manner resulting in the best value to DLCD. The travel must comply with all the requirements set forth in this section and must be for official DLCD business only. Grantee shall provide DLCD with receipts for all travel expenses except meals. All Grantee representatives will be limited to economy or compact-sized rental vehicles, unless Grantee personally pays the difference. DLCD will reimburse travel and other expenses of the Grantee at rates set forth in the Oregon Accounting Manual as of the date Grantee incurred the travel or other expenses. The Oregon Accounting Manual is available at <http://www.oregon.gov/DAS/SCD/SARS/policies/oam/40.10.00.PO.pdf> ;
5. Provide pre-application advice and information to potential applicants about acknowledged comprehensive plan and land use regulations that may be applicable, identify sources of technical information that may be useful in addressing these requirements, and invite DLCD to participate in pre-application conferences as appropriate;
6. Provide, upon request, timely findings or certification of compatibility of proposed land use actions or permits with applicable provisions of acknowledged comprehensive plan(s) and land use regulations to relevant state and federal agencies to which application has been made and for which a statement of Land Use Compatibility (LUCS) is required by the state or federal agency
7. Retain all financial and personnel records pertaining to grant expenditures and local matching funds for a period of at least three years from date of filing of final report on this grant, as provided under Standard Conditions, below;
8. Advise in a timely way the Department's Regional Representative of any amendment that may be needed for this grant agreement; and



9. Provide two semi-annual reports to the Department as specified in this agreement.

### **Use of Grant Funds**

Funds received by the Grantee pursuant to this agreement shall be expended only to accomplish and carry out one or more of the following activities:

1. Carry out administrative actions including zone changes, conditional uses, variances, permits, partitionings and other development applications, and similar ministerial and quasi-judicial actions;
2. Codify plan documents and land use regulations, including conversion to digital data bases;
3. Collect data, conduct inventories and studies related to comprehensive plan elements, ancillary or functional plans, and land use regulations;
4. Develop and conduct special public workshops and technical training programs on land use;
5. Develop, amend, or implement intergovernmental coordination programs or agreements;
6. Enforce land use regulations, including developing and implementing dispute resolution programs;
7. Conduct or sponsor land use training for local elected and appointed officials, staffs, and citizens on land use;
8. Make legislative land use amendments to comprehensive plans and land use regulations;
9. Purchase maps and aerial photos to support land use planning functions;
10. Support citizen involvement programs and activities;
11. Update and reprint maps, develop GIS data, inventory data and plan documents;

### **Standard Conditions**

1. The funds made available under this agreement are federal funds (CFDA #11.419) and may not be used to supplant state or local government funds that would otherwise be available in the absence of such federal funds.
2. The cover or the title page of all reports, studies, or other documents supported in whole or in part by this award or any subawards shall acknowledge the financial assistance provided by the Coastal Zone Management Act of 1972, as amended, administered by the Office of Ocean and Coastal Resource Management, National Oceanic and Atmospheric Administration, through a grant to the Department of Land Conservation and Development.



3. The Grantee, upon signing the Grant Agreement, agrees to designate a Coastal Specialist(s) either in a cover letter accompanying this agreement, or in an e-mail to [diana.evans@state.or.us](mailto:diana.evans@state.or.us);
4. DLCD's Right to Terminate at its Discretion. At its sole discretion, DLCD may terminate this Grant Agreement:
  - For its convenience upon thirty (30) days' prior written notice by DLCD to Grantee;
  - Immediately upon written notice if DLCD fails to receive funding, appropriations, limitation, allotments or other expenditure authority at levels sufficient to pay for the Work or Work Products; or
  - Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the DLCD's purchase of the Work or Work Products under this Grant Agreement is prohibited from paying for such Work or Work Products from the planned funding source.

DLCD's Right to Terminate for Cause. In addition to any other rights and remedies DLCD may have under this Grant Agreement, DLCD may terminate this Grant Agreement immediately upon written notice by DLCD to Grantee, or at such later date as DLCD may establish in such notice, or upon expiration of the time period and with such notice as provided below, upon the occurrence of any of the following events:

- Grantee is in default because Grantee institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;
- Grantee is in default because Grantee commits any material breach or default of any covenant, warranty, obligation, or agreement under this Grant Award, fails to perform the Work under this Grant Award within the time specified herein or any extension thereof or so fails to pursue the Work as to endanger Grantee's performance under this Grant Award in accordance with its terms, and such breach, default or failure is not cured within 14 calendar days after DLCD's notice, or such longer period as DLCD may specify in such notice.

Return of Property: Upon termination of this Grant Award for any reason whatsoever, Grantee shall immediately deliver to DLCD all of DLCD's property (including without limitation any Work or Work Products for which DLCD has made payment in whole or in part) that is in the possession or under the control of the Grantee in whatever stage of development and form of recordation such Grantee property is expressed or embodied at that time. Upon receiving a notice of termination of this Grant Agreement, Grantee shall immediately cease all activities under this Grant Award, unless DLCD expressly directs otherwise in such notice of termination. Upon DLCD's request, Grantee shall surrender to anyone DLCD designates, all documents, research or objects or other tangible things needed to complete the Work and the Work Products.

5. The Grantee will maintain standard accepted accounting and fiscal records of the receipt and expenditure of funds by the grantee. The account records for the expenditure of these funds shall be distinguished from the account records of all other funds. Allocations for the time devoted by the designated Coastal Specialist(s) to this award shall be accounted for on a daily basis.



6. The Comptroller General of the United States, the Secretary of Commerce of the United States, the Inspector General of the United States Department of Commerce, the Attorney General of the State of Oregon, the Secretary of State of the State of Oregon, and the Director of the Oregon Department of Land Conservation and Development, or any other duly authorized federal or state representative, shall have access to the documents, papers, and records of transactions related to this Grant. Any special program or financial reports shall be promptly submitted to the Director of the Department of Land Conservation if so requested. All records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after the completion of the final financial closeout report, whichever is later.

The Grantee is subject to the requirements of 2 CFR 225, 15 CFR 24, and audit requirements found in the Single Audit Act of 1984, P.L. 98-502 and the Single Audit Act Amendments of 1996, P.L. 104-156, as implemented by OMB Circular A-133. In order for the department to comply with the Single Audit Act, the Grantee shall submit to the department, as soon as available, a copy of all audits and compliance correspondence for the audited period covering the payment of federal funds under this agreement.

7. Positive efforts shall be made to use small businesses and minority-owned businesses as sources of supplies.
8. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this agreement or to any benefit which might arise therefrom.
9. The Grantee agrees to comply with the non-discrimination requirements below:  
**Statutory Provisions**
  - Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and Department of Commerce implementing regulations published at 15 CFR Part 8 which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance;
  - Title IX of the Education Amendments of 1972 (20 USC §§1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;
  - Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794) and Department of Commerce implementing regulations published at 15 CFR Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance;
  - The Age Discrimination Act of 1975, as amended (42 USC §§6101 et seq.) and Department of Commerce implementing regulations published at 15 CFR Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
  - The Americans with Disabilities Act of 1990 (42 USC §§ 12101 et seq.) prohibiting discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation;
  - Any other applicable non-discrimination law(s).



**Other Provisions**

- Parts II and III of EO11246 (30 FR 12319, 1965), as amended by EO 11375 (32 FR 14303, 1967) and 12086 (43 FR 46501, 1978), require federally assisted construction contracts to include the nondiscrimination provisions of §§202 and 203 of that EO and Department of Labor regulations implementing EO11246 (41 CFR § 60-1.4(b), 1991).
- EO 13166 (August 11, 2000), “Improving Access to Services for Persons with Limited English Proficiency,” and Department of Commerce policy guidance issued on March 24, 2003 (68 FR 14180) to Federal financial assistance recipients on the Title VI prohibition against national origin discrimination affecting Limited English Proficient (LEP) persons.





## CITY OF ASTORIA

Founded 1811 • Incorporated 1856

### COMMUNITY DEVELOPMENT

June 17, 2014

Patricia L. Snow, Manager  
Ocean and Coastal Management Program  
Oregon Department of Land Conservation and Development  
635 Capitol Street NE, Suite 150  
Salem OR 97301

Re: Coastal Zone Management Planning Assistance Grant 2013-2014

The City of Astoria requests that Oregon Department of Land Conservation and Development (DLCD) award a Fiscal Year 2014-2015 Coastal Management grant in the amount of \$9,000 to the City to be used toward basic planning activities. The grant funds will be used generally to support routine land use activities, including the preparation of staff reports, findings of fact, land use notices to the public and DLCD, and preparation of any necessary amendments to acknowledged Comprehensive Plans and land use regulations that are required by Statewide Planning Goals. The City will provide a 1:1 match that would be easily met with current staff time allocated in the City's budget.

The Astoria City Council received the proposed grant agreement from DLCD at their July 7, 2014 meeting and hereby requests Fiscal Year 2014-2015 funding in the amount of \$9,000. A signed copy of the agreement is attached.

If you have any questions or need additional information, please contact Community Development Director/Assistant City Manager Brett Estes at 503-338-5183 or [bestes@astoria.or.us](mailto:bestes@astoria.or.us).

Sincerely,

THE CITY OF ASTORIA

Willis L. Van Dusen  
Mayor

cc: Patrick Wingard, Coastal Field Office






CITY OF ASTORIA  
Founded 1811 • Incorporated 1856

June 27, 2014

MEMORANDUM

TO: MAYOR AND CITY COUNCIL  
FROM:  BRETT ESTES, CITY MANAGER PRO TEM  
SUBJECT: RESOLUTION DESIGNATING AUTHORIZED SIGNERS

**DISCUSSION/ANALYSIS**

The persons authorized by the City Council to sign checks and other bank withdrawal instruments on behalf of the City are designated by resolution. The attached resolution removes former Director of Finance and Administrative Services Manager Mark Carlson as an authorized signer for bank transactions due to his resignation.

**RECOMMENDATION**

It is recommended that the City Council consider this resolution for adoption.



RESOLUTION NO.14-\_\_\_\_\_

A RESOLUTION AUTHORIZING THE FOLLOWING PERSONS TO SIGN FOR THE  
WITHDRAWAL OF MONEY FROM AUTHORIZED DEPOSITORIES OF THE CITY OF ASTORIA.

BE IT RESOLVED BY THE CITY OF ASTORIA:

Section 1. That the following persons are authorized to sign for the withdrawal of funds from  
all City depositories:

_____	R. Brett Estes	City Manager Pro Tem
_____	Julie Yuill	Executive Secretary
_____	Willis L. Van Dusen	Mayor

Section 2. A stamped signature for Willis L. Van Dusen and/or Brett Estes is acceptable.

Section 3. Repeal of Resolution. Resolution No. 14-03 is hereby repealed.

Section 4. Effective Date. This Resolution is effective on the date of its passage.

ADOPTED BY THE CITY COUNCIL THIS 7<sup>TH</sup> DAY OF JULY, 2014.

APPROVED BY THE MAYOR THIS 7<sup>TH</sup> DAY OF JULY, 2014.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Manager Pro Tem

ROLL CALL ON ADOPTION	YEA	NAY	ABSENT
Councilor LaMear			
Herzig			
Mellin			
Warr			
Mayor Van Dusen			






## CITY OF ASTORIA

Founded 1811 • Incorporated 1856

June 27, 2014

### MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER PRO TEM

SUBJECT: CONSIDERATION OF DRAFT COUNCIL FISCAL YEAR 2013-2014  
GOALS

### DISCUSSION/ANALYSIS

The City Council held a work session to set goals for Fiscal Year 2014-2015 on February 17, 2014. From that work session a list of Council goals was drafted. The draft goals were discussed at the Council meetings of February 18, 2014, April 7, 2014, April 21, 2014, and May 5, 2014. In addition an article reviewing the goals was published in the February 18, 2014 edition of *The Daily Astorian*. The final draft of the goals was posted on the City's website in advance of the May 5, 2014 Council meeting, and to date, no comments or suggestions for modifications or additions to the goals have been received from the public.

### RECOMMENDATION

It would be in order for the Council to consider adopting the draft list as the official City Council goals for Fiscal Year 2014-2015.





## **CITY OF ASTORIA**

Founded 1811 • Incorporated 1856

### **ASTORIA CITY COUNCIL DRAFT GOALS FISCAL YEAR 2014-2015**

- **Implement the Library renovation plan**
- **Involve the community in developing eastern half of Heritage Square**
- **Support community efforts to provide emergency and warming shelters**
- **Develop plans for pedestrian and traffic safety on Williamsport Road**
- **Continue working to complete landscape plans for the Column**
- **Continue implementation of the Riverfront Vision Plan**
- **Support community efforts to develop a dog park**
- **Complete emergency communication system**
- **Develop an affordable housing survey working with community partners**
- **Maintain advocacy for the Astoria Bypass, for fishery issues, and for business development / expansion through the Astoria Downtown Historic District Association Business Development Committee, Columbia Pacific Economic Development District (Col-Pac), and Clatsop Economic Development Resources (CEDR)**
- **Continue proactive enforcement of the Derelict Building Ordinance**
- **Support implementation of Citizens Helping Improve Parks (CHIP/in!) and all volunteer programs**
- **Continue efforts to improve pedestrian safety**
- **Maintain and nurture the historical relationships we have with our sisters and brothers in Germany, China, India, and Japan**
- **Continue support of diversity through the proactive efforts of the many organizations that contribute to diversity in our community**
- **Ensure post-construction maintenance plans are prepared and in place for all City projects**
- **Hold annual City of Astoria open house where citizens can communicate directly with City Council as well as staff from all departments**






## CITY OF ASTORIA

Founded 1811 • Incorporated 1856

### COMMUNITY DEVELOPMENT

June 27, 2014

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER PRO TEM

SUBJECT: BUILDING CODE OPERATIONAL PLAN REVISIONS

#### Background

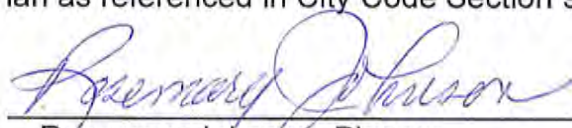
On March 24, 2014, the City Council adopted revised Building Inspection Program fees for the City of Astoria. The new fees were effective May 1, 2014. Oregon Administrative Rules Section 918-020-0220(1)(c) requires that municipalities update their Operational Plans following adoption of a new building inspection program fee schedule. The current Operational Plan is adopted by reference as part of City Code Chapter 9, Section 9.065.

The Operational Plan for the Building Inspection Division is required by the State Building Codes Agency (BCA) to address the day-to-day operations of the building inspection program. The attached draft Operation Plan reflects the program as it is currently conducted. The current Operational Plan was adopted by the City Council in 2003 and amended on November 15, 2004. The updates include changes to hours of operation and information available on the City web site, addition of the full time City Building Official, reference to the recent Inter-governmental agreement with Clatsop County for coverage, and the process for Minor Plumbing Labels. The City Council conducted a first reading of the proposed ordinance at its June 16, 2014 meeting.

#### Recommendation

It is recommended that the City Council conduct a second reading and adopt the proposed ordinance for the Operational Plan as referenced in City Code Section 9.065.

By: \_\_\_\_\_

  
Rosemary Johnson, Planner



ORDINANCE NO. 14-\_\_\_\_

AN ORDINANCE AMENDING THE ASTORIA CITY CODE SECTIONS 9.065 CONCERNING ADOPTION OF THE BUILDING INSPECTION DIVISION OPERATIONAL PLAN.

THE CITY OF ASTORIA DOES ORDAIN AS FOLLOWS:

Section 1. Astoria City Code Section 9.065 pertaining to the Astoria Building Inspection Division Operational Plan is amended by the deletion of the Operational Plan in its entirety and replaced to read as follows:

Complete "Operational Plan" is attached to this Ordinance.

Section 2. Effective Date. This ordinance and its amendment will be effective 30 days following its adoption and enactment by the City Council.

ADOPTED BY THE COMMON COUNCIL THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2014.

APPROVED BY THE MAYOR THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2014.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Brett Estes, City Manager Pro Tem

ROLL CALL ON ADOPTION:                      YEA                      NAY                      ABSENT

Commissioner      LaMear  
                                 Herzig  
                                 Mellin  
                                 Warr

Mayor Van Dusen

# OPERATIONAL PLAN

## CITY OF ASTORIA

### BUILDING INSPECTION DIVISION

Adopted 11-17-03 (Ordinance 03-03); Effective 1-1-04  
Amended 12-6-04 (Ordinance 04-12); Effective 1-6-05  
Amended \_\_\_\_\_ (Ordinance 14-\_\_\_\_); Effective \_\_\_\_\_

#### I. INTRODUCTION

The City of Astoria, in accordance with OAR 918-020-0080 "Delegation of the Building Inspection Program", has adopted an Operational Plan. The Plan will be on file with the Oregon Building Codes Division and is available to the public upon request.

This Plan reflects the standards, policies, procedures and services administered by the City of Astoria Community Development Department, Building Inspection Division. The Plan will be updated as necessary to reflect changes in service, service area, and administrative responsibilities.

In July 1994, the City of Astoria assumed the administration and enforcement of a "selective municipal building inspection program" for property within the City limits of Astoria, excluding the Electrical Program. The City has continued with the program since that date.

#### II. ADMINISTRATIVE STANDARDS: Adequate funds and equipment.

##### A. **Funds:**

Fees are charged by the Astoria Building Inspection Division for construction, reconstruction, alteration, and repair of all structures including prefabricated structures and of other buildings and structures; the installation of plumbing and mechanical heating and ventilating devices and equipment. Fees charged are based on the fee schedule as adopted by City Resolution. The City may increase the fees according to the procedures in OAR 918-020-0220.

All fees collected by the Astoria Building Inspection Division are deposited in a separate Building Inspection Fund within the City's General Fund, which provides for all expenses related to the City's Building Inspection Program. A separate accounting is made for revenues from each of the program areas.



**B. Equipment:**

Inspectors are supplied with equipment reasonably necessary to administer and enforce the State Specialty Codes in an efficient, effective, timely and acceptable manner. Such equipment shall include, but not be limited to, a vehicle capable of traveling to and from inspection site, personal protection equipment necessary to ensure employee safety on inspection sites, cellular telephone, code books, resource material, inspection report forms, business cards, and other materials reasonably required to carry out the inspection responsibilities. Office space, telephone with 24-hour recorder and support staff are also provided for the Building Inspection Program by the City.

**C. Authority and Responsibility of the Building Official, Plans Examiner and Inspector:**

The City of Astoria has a full time Building Official. The City has an Inter-Governmental Agreement with Clatsop County Building Codes to cover inspections when the City of Astoria's Building Official is not available and for commercial plumbing permit review and inspections. The City of Astoria, on occasion, contracts with other Building Officials for coverage. Detailed position descriptions for all positions are on file with the City of Astoria and are available upon request.

*(Amended by City Council 7-7-14)*

**1. Building Official**

In addition to authority and responsibility outlined in City Code Chapter 9 "Building", the Building Official provides interpretations of the Oregon Structural Specialty Code and other model codes as approved and adopted by the State of Oregon; and adopts and enforces rules and supplemental regulations in order to clarify the application of its provisions.

**2. Plans Examiner**

In accordance with OAR 918-98-0000 through 918-98-0470, the Plans Examiner examines plans of all types of structures that fall within their certification. The Plans Examiner is certified by the State of Oregon. Provides code interpretation guidance and counsel on technical issues and technology and advice and problem-solving assistance to division staff and inspectors, Fire Department, Public Works Department, architects, engineers, and other public agencies as necessary.

### **3. Structural/Mechanical Inspectors**

In accordance with OAR 918-98-0000 through 918-98-0470, the Structural/Mechanical Inspector enforces the State Structural Safety and Mechanical Codes through plan review and inspection of all building types.

### **4. Plumbing Inspector**

In accordance with OAR 918-98-0000 through 918-98-0470, the Plumbing Inspector enforces the State Plumbing Specialty Code through plan reviews and inspection of plumbing installations.

## **D. Appeals Process:**

When there is an appeal of a staff interpretation of Code during plan review or inspection, the following process is followed:

### **1. Appeal to Building Official**

In an appeal of a Plans Examiner's or Building Inspector's decision, the Plans Examiner or Inspector refers the appeal and any related information to the Building Official who, in consultation with appropriate technical staff, reviews the appeal request and makes a final determination in writing to the appellant. If the Plans Examiner is also the Building Official, the appeal would proceed on to the Appeals Board as noted below.

### **2. Appeal to Appeals Board**

Appeals of a decision of the Building Official are forwarded to the Astoria City Council, which acts as the appeals board for the City and follows the guidelines established by the State of Oregon for appeals. The fee to appeal a Building Official interpretation is established by City resolution. The final determination by City Council is provided within 45 days of the request. Further appeal of the City Council decision is to the appropriate State Board of Appeals for final action upon application and payment of the required fee as determined by the State.

The City Council shall have no authority to waive requirements of a Specialty Code, Standard, or Regulation.

The Building Official for the City of Astoria will be available during the local appeal process to notify the aggrieved persons of the provisions of ORS 455.475.



**E. Appeals of State Board Decisions:**

Judicial review of decisions of a State Appeals Board is available as provided in Oregon Revised Statute Chapter 183.

**F. Receipts Collected in the Administration and Enforcement of Building Inspection Programs:**

**1. Revenues**

The City of Astoria, Community Development Department, Building Inspection Division, generally accounts for revenues for each specialty code program which it administers and enforces. Quarterly and yearly revenue reports are available.

In addition to permit revenues, the Building Inspection Division receives funds from interest on reserves. These funds are included in the reserve fund.

**2. Expenditures**

A summary of the Division's overall budget for inspection and plan review activities is available upon request. The budgets for structural and mechanical and plumbing programs have been consolidated because most of the plan review and inspection activities are integrated and they can be reviewed and analyzed separately through the use of accounting codes. Direct and indirect program expenditures are charged against the related code program revenue. Indirect costs may be charged against the City's Building Inspection Fund. Losses in any one portion of the Building Inspection Program shall be subsidized by other portions of the Building Inspection Program.

*(Amended by City Council 7-7-14)*

**3. Fees Collected by the Building Inspection Program are Dedicated to the Support of that Department**

General administrative overhead costs or losses for items such as management and clerical salaries, office equipment and supplies, office expenses such as building use, telephone, electrical, etc. shall be charged to the overall program revenue and shall not be allocated to any one portion of the program. These costs shall be assessed at the same rate as for all other City departments, and generally expressed as a percentage of the total budget.



**G. Retention and Retrieval of Records:**

The Astoria Building Inspection Division will maintain plans, plan review notices, and inspection records in the Building Inspection Division office located at City Hall. Permit records are maintained per the State of Oregon Archive laws. Active files are kept for a period of approximately two years in the Astoria Building Inspection Division office, then transferred to storage in the City archives. Files pertaining to a specific project may be obtained by contacting the Astoria Building Inspection Division office at 503-325-1004.

**H. Operational Plan:**

A copy of the City of Astoria Building Division's Operational Plan is available to the public by calling 503-325-1004 or may be obtained in person at the Building Inspection Division Office located at 1095 Duane Street, Astoria. Copies may be purchased at a reasonable cost.

**I. Public Inquiries, Comments & Complaints and Customer Questions re: Permits, Plan Review, and Inspections; Type of Permits Sold; and Hours of Operation by Phone and at the Counter:**

Public inquiries, comments and complaints, and customer questions concerning permits, plan review, and inspections are welcomed 24 hours a day, seven days a week by calling the 24 hour telephone recording line.

The Astoria Building Inspection Division office hours are between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays. Public inquiries related to the program operation may be requested by phoning 503-325-1004. Phone calls after office hours will be handled through the 24-hour telephone recording line. The FAX number is 503-338-6538. The Division may also be contacted by email at [buildingdivision@astoria.or.us](mailto:buildingdivision@astoria.or.us). Forms and additional information are also available on the City web site at [www.astoria.or.us](http://www.astoria.or.us).

Inquiries, comments and complaints will be referred to the appropriate staff member for review and resolution; inspections and plan review will be referred to the Building Official, or his designee. If the complaint becomes an appeal, procedures outlined in the "Appeal Process" as outlined by the State of Oregon shall be followed. Complaints related to employee behavior shall be made to the Community Development Director and shall be processed in accordance with City of Astoria Personnel Rules, Policies, and Procedures.

The Building Official may be in the Astoria Building Inspection Division Office at various times, Monday through Friday of each week for office hours. The exact time in the office varies due to inspection requirements. The Building Division



support staff is available to handle calls or requests to schedule a meeting time with the Building Official or his designee.

*(Amended by City Council 7-7-14)*

**J. Jurisdictional Boundaries and Other Posted Information:**

Maps showing the boundaries of the incorporated City limits are posted in the City Building Inspection Division office for reference by the public.

Information regarding the types of permits sold and the Building Inspection Division office hours shall be posted in the office. Information regarding where to obtain Electrical Permits and Minor Plumbing Labels shall be available to the public.

**K. Persons to Whom Notices Should be Issued:**

All notices pursuant to OAR 918-020-0070 through OAR 918-020-0220 shall be sent to the following:

City of Astoria, Community Development Director, 1095 Duane Street, Astoria  
OR 97103

Building Official, as identified by the City of Astoria.

**III. PERMITTING STANDARDS**

**A. Office Location:**

City of Astoria, City Hall, 1st Floor, 1095 Duane Street, Astoria. This office sells structural, mechanical, plumbing, and manufactured dwelling placement permits to the public between the hours of 8:00 a.m. and 5:00 p.m, Monday through Friday. Permit applications can be obtained in person, by mail, by FAX at 503-338-6538, or on the City's web site at [www.astoria.or.us](http://www.astoria.or.us). Customers may leave a request on an answering machine at 503-325-1004 for an application to be sent by mail or FAX. Permit applications will be mailed within 24 hours of a request, excluding weekends and holidays.

*(Amended by City Council 7-7-14)*

**B. Permit Application Process:**

**1. Application Submittal**

Applications may be submitted in person, by mail, or by FAX to the Astoria Building Inspection Division office as noted above.

## **2. Complete Applications**

Plans will be reviewed for completeness initially by the Building Inspection Division office and forwarded for review by the Plans Examiner for completeness. This review shall be done within the guidelines established by the State of Oregon.

## **3. Incomplete Applications**

When permit applications received are found to be incomplete, the Building Inspection Division and/or the Plans Examiner will call the applicant within- five working days of receipt of the application and advise them of the required information needed to complete the permit application. When the Building Inspection Division is unable to reach the applicant by telephone, the Division will send a letter detailing what information and/or fees are required to complete the permit application. Incomplete applications will not be processed until the application is deemed complete.

## **4. One and Two Family Dwelling Applications**

### **a. Simple Plans**

For simple one and two family dwelling applications, the Plans Examiner will complete the plan review within ten working days or less or will notify the applicant of their right to obtain a plan review from a third party, properly licensed by Oregon Building Codes Division of the Department of Community and Business Services.

### **b. Complex Plans**

For complex plans of any occupancy, the Plans Examiner will complete the plan review within 15 business days or notify applicants of their rights to seek plan reviews from licensed third party plans examiners.

## **5. License and Registration Requirements**

Prior to issuing permits, applicants shall be required to demonstrate compliance with applicable licensing, registration, and certification of any person who proposes to engage in any activity regulated by ORS Chapters 446, 447, 455, 479, 693, and 701.



**C. Permit Applications that do not require plan review (i.e. residential plumbing, residential mechanical, etc.):**

**1. Determination of Plan Review Requirement**

Permit applications not requiring a plan review will be reviewed by staff upon receipt. City staff may consult the Building Official to confirm whether or not a plan review is required. If, after consultation it is determined that additional information is required, the applicant will be advised of the required information needed to complete the application. When the permit application is deemed complete and approved, the requested permit will be issued upon payment of permit fees.

**2. Complete Applications**

Applicants who send completed permit applications through the mail, email, or by FAX, will be issued permits within 48 hours of receipt, excluding weekends and holidays. The approved permit application will be mailed back to the applicant or, the applicant contacted by telephone to pick up the approved permit application at the City of Astoria Building Inspection Division office.

**3. Incomplete Applications**

When permit applications received by mail are found to be incomplete, the Division will call the applicant within five working days of receipt of the application and advise them of exactly what is needed to complete the permit application. When the Building Inspection Division is unable to reach the applicant by telephone, the Division will send a letter detailing what information and/or fees are required to complete the permit application.

**4. Pre-paid Permit Accounts**

Local plumbing and mechanical firms may set up a deposit account with the Building Inspection Division to be used as payment for permits applications that are received by telephone or FAX from their firm. A list of the firm, amount on deposit, and charges against the balance including date, permit number, permit amount, and surcharge amount shall be kept by the Building Permit Technician. Complete and incomplete applications will be processed as noted above.

*(Amended by City Council 7-7-14)*

**5. License and Registration Requirements**



Prior to issuing permits, applicants shall be required to demonstrate compliance with applicable licensing, registration, and certification of any person who proposes to engage in any activity regulated by ORS Chapters 446, 447, 455, 479, 693, and 701, or the reason for an exemption from licensing requirements..

**D. Phased Permits:**

Phased permitting is allowed for large projects with the prior approval of the Building Official. Generally, phased permits may be issued for excavation, shoring, grading and site utilities, foundation, structural shell, interior tenant improvements, and sprinkler and fire alarm systems. In addition, phased permits may be allowed for landscaping and parking improvements with the prior approval of the City Planner. The applicant shall be notified that they are proceeding without assurance that a permit for the entire structure will be granted when a phase permit is issued.

**E. Deferred Submittals:**

Deferral of any submittal items must have prior approval of the Building Official. Deferred submittals are those portions of the design that are not submitted at the time of application, but are included in the valuation of the project. If the valuation of the construction being considered was not included in the original submittal, it will be treated as a phased project.

**F. Emergency and Temporary Permits:**

Emergency or Temporary Permits are available 24 hours per day, seven days per week through the 24-hour telephone recording line at 503-325-1004 or by FAX at 503-338-6538. The Division may also be contacted by email at [buildingdivision@astoria.or.us](mailto:buildingdivision@astoria.or.us). These permit applications will be processed the next business day.

**G. Minor Plumbing Labels:**

"Minor Installation Labels" are issued on-line per OAR 918-100-0020 and are inspected by the Oregon Building Codes Division. Minor Label are issued in lots of ten (10). Building Codes Division selects 10% of these permits for random inspections. If an inspection fails, additional fees must be paid prior to reinspection per OAR 918-100-0060(2)(g).

The Tri-County Service Center shall provide the Building Inspection Division with a list of all permits issued within the Astoria jurisdiction at least once per year.



A contractor may use a minor installation label to perform plumbing work as described in OAR 918-780-140 and 918-100-020(3).

Plumbing contractors having a certificate of registration under ORS 447.030 and a Construction Contractors Board registration using plumbers having a certificate of competency under ORS Chapter 693, are eligible to participate in the minor plumbing label program.

This program was initiated on or before July 1, 1997 in the City of Astoria. The Tri-County Service Center initiated the Tri-County program on July 1, 2002.

*(Amended by City Council 7-7-14)*

#### **IV. PLAN REVIEW STANDARDS**

##### **A. Compliance with Specialty Codes:**

The Plan Review staff are certified by the State of Oregon in all codes administered by this jurisdiction. The Plans Examiner shall review and approve all plans their certification allows. Plumbing plans are reviewed and approved by a certified Plumbing Inspector. All inspectors and Plans Examiners have access to current interpretive rulings adopted pursuant to ORS 455.060 or ORS 455.475, and review them when making decisions.

A list of the Building Official, Inspectors, and Plans Examiners, along with their certification and continuing education credits, is maintained by the City.

##### **B. Checklists and Informational Handouts:**

The Building Inspection Division has prepared a variety of informational handouts to assist the public in the permit application process. Both residential and commercial building permit application handouts are available at the permit counter or on the City's web site at [www.astoria.or.us](http://www.astoria.or.us).

In addition, the City of Astoria Building Inspection Division provides "one-stop" informational services with access to the City's Public Works Department, Engineering Division, Planning Division, and other required City permits to assist the public in the permit application process.

Optional pre-development and pre-construction meetings are available to the applicant. Pre-development meetings generally occur prior to completion of the design work and provide an opportunity for the applicant to discuss any requested alternate methods or materials, request interpretations, and hear a preliminary assessment of the project. Pre-construction meetings generally occur in conjunction with the issuance of the permit. The meeting provides an opportunity for the applicant and/or associates to meet the Inspectors and



Plans Examiners who will be involved in the project, discuss any unique aspects of the project, clarify special inspection requirements, and reach consensus on remaining issues identified during the review process. These meetings may also be coordinated to include the City's Public Works Department, Engineering Division, and/or Planning Division.

*(Amended by City Council 7-7-14)*

**C. Plan Review Process:**

**1. Complete Plans**

Plans are reviewed for completeness as noted above within five working days after they are received. Incomplete application plans are processed as noted above in Section III. When feasible, complete application plans are reviewed, approved, and issued at the time of application.

If plans are required, permits will not be issued until three (3) sets of construction plans on small project and four (4) sets of plans for large projects have been received, reviewed, and approved. The applicant will be charged for copying expenses if the Building Inspection Division must make additional copies of the plans for review. Copyright regulations shall be enforced.

**2. Simple One and Two Family Dwelling Plans**

Applicants with one and two family dwelling plan review applications, are advised within three days if the application is classified as a simple residential plan as defined in OAR 918-020-0090(4), (5), and (6). If the application is determined to be a simple residential plan, the Plans Examiner will complete the plan review within ten working days or less or will notify the applicant of their right to obtain a plan review from a third party, properly licensed by Oregon Building Codes Division of the Department of Community and Business Services.

The Building Inspection Division maintains a list of at least three licensed Plan Examiners from whom the City will accept plan reviews when the time periods for a Simple One and Two Family Dwelling Plans cannot be met.

**3. Design Professionals**

Support staff and/or the Plans Examiner review the plans and application to verify that the plans are stamped by an Oregon Registered Design professional when applicable.



**4. Alternative One and Two Family Dwelling Plan review Program**

Architects and Engineers requesting the use of this program shall be an Oregon Registered Design professional who is also a residential plans examiner certified under OAR 918-098-0240. The cover sheet of the construction documents must indicate the use of this alternate program and the registered design professional must indicate his/her plan review certification. Since there is no plan review conducted, the issuance of the permit will be done after all of the other City Departments have approved the construction documents. The use of this alternate program shall be limited to provisions of ORS 455.6.2.8 and OAR 918-480-130 with respect to "Conventional Light Frame Construction".

*(Added by City Council 11-15-04)*

**D. Plans Complete but Not in Compliance:**

When the plan has the required information but is found to be in non-compliance with the applicable code, a Plan Review Notice is sent or faxed to the applicant. The Plan Review Notice identifies the areas of non-compliance with a request for correction or additional information. The plan is placed "on hold" until additional information is received.

**E. Plans Complete and In Compliance:**

When the plan is deemed complete, the plan will be stamped "approved" by the Plans Examiner of record and a permit approved for issuance.

**F. Plans Submitted using the Alternative One and Two Family Dwelling Plan Review Program:**

When an architect or engineer requests the alternative review process as described in ORS 455.628, a plan review fee shall be considered exempt. The cost for administrative processing will be charged at the hourly rate prescribed in the latest fee schedule adopted by the City of Astoria. This exemption of fees is for the plan review only. All other fees will be assessed as prescribed in the latest fee schedule adopted by the City of Astoria.

*(Added by City Council 11-15-04)*

## **V. INSPECTION STANDARDS**

### **A. Inspection Process:**

Persons with valid approved permits may request inspections either by telephone, Fax or in person at the Astoria Building Inspection Division office during the regular business hours as noted above. Inspections may also be requested by mail or by leaving a message on the Inspection Request telephone line during non-business hours at 503-325-1004. Inspection requests received by mail will be processed upon receipt. Fax and messages on the telephone answering machine will be processed at the start of business the next regular business day. Depending on the time of the call or Fax and the location of the Inspector, inspection requests will generally be handled within 48 hours. Inspections will be made between 8:00 am and 4:30 pm, Monday through Friday.

Inspection requests shall include:

1. Permit number.
2. Name of person requesting inspection.
3. Name of permit applicant.
4. Site address.
5. Type of inspection.
6. Statement as to whether request is for an initial inspection or reinspection.
7. Telephone number where person requesting inspection can be reached.

Inspection requests that do not contain the required information will be considered incomplete and the applicant will be contacted by telephone and asked to provide the missing information. Inspections will not be performed until all required information has been provided.

Upon arrival at the job site, an Inspector will verify that a permit has been posted and that the approved plans are available on the site. Where approved plans are required, inspections will be performed based on the approved plans. After completing the requested inspection, the Inspector will sign the inspection card posted at the job site, or prepare a written report which will indicate approval, conditional approval, or failure, and describe all items that require correction in accordance with applicable Specialty Codes, with the code section cited. A copy of the inspector's report will be left with the building owner or contractor, if any, on site. If the building owner or contractor is not available at the site, a copy of the report will be left at the job site. A copy of the inspection record will be kept on file in the Astoria Building Inspection Division office by project address.



**B. List of Persons Employed to Provide Inspections:**

A list of inspectors along with certifications and continuing education credits is maintained by the City and available upon request.

**C. Stop Work Orders:**

The Building Official and Building Inspectors shall have the authority to issue Stop Work Orders for work being done without a permit or work being done in violation of the Building Code, as provided in Chapter 9 "Building" of the Astoria City Code. The Building Official or Building Inspector shall post a Stop Work Order at the site, with directions on what steps shall be taken to proceed with the construction project.

**D. Investigation and Enforcement of Plumbing Violations:**

The Inspector will verify compliance with all applicable plumbing and contractor licensing and registration requirements. If a person is found to be engaged in any activity regulated by ORS Chapters 447, 455, 479, 693, and 701 without required licenses, the Inspector shall have the discretion to stop the work and do the following:

1. Issue a warning; or
2. Issue a "Citation, Notice of Proposed Assessment of Civil Penalty, and First Order of Corrective Action"; or
3. Complete a "Preliminary Compliance Report"; or
4. Discuss alternative options as may be available with the Building Official.

Inspectors may report any violation of a licensing, permitting, registration, or certification requirement to the appropriate agency.

Where violations have been reported and have not been witnessed first hand, the Inspector shall note the violation by completing a Preliminary Investigation Report and file with the Regulatory Services Section of the State Building Codes Division.

**E. Suspension or Revocation:**

The Building Official may, in writing, suspend or revoke a permit issued under the provisions of the Astoria Building Inspection Program when the permit is issued in error or on the basis of incorrect information supplied, or is in violation of any ordinance or regulation of the jurisdiction.

**F. Inspections for Structures using the Alternative One and Two Family Dwelling Plan Review Program:**

When inspecting structures using the Alternate Plan Review Program all discrepancies shall be noted and a copy of the report shall be forwarded to the Registered Design Professional. The Design Professional shall resubmit to the City all revisions and corrections in the same manner as the original submittal. A re-inspection fee shall be assessed as prescribed in the latest fee schedule adopted by the City of Astoria.

*(Added by City Council 11-15-04)*

**VI. COMPLIANCE PROGRAMS**

**A. Procedures for Response to Public Complaints:**

Public complaints shall include, at a minimum: individual or business name of alleged violator, date or period of alleged violation, location (address) of alleged violation, owner or lessee name, and description of work performed. The complainant's name, phone number, or address is required only for follow-up contacts. Complaints may be made anonymously.

Complaints received by the Astoria Building Inspection Division regarding alleged violations for permits, licensing or Specialty Codes, are first investigated by the Building Official. If the complaint contains sufficient information to sustain a violation, the Building Official may forward the complaint to the State Compliance Unit, Regulatory Services Section of the State Building Codes Division for further action. Complain forms are available on the City web site at [www.astoria.or.us](http://www.astoria.or.us) or in person at City Hall, 1095 Duane Street, during regular business hours.

*(Amended by City Council 7-7-14)*

**B. Investigation of Complaints:**

The Building Official interviews some or all of the following: complainant, customer, witnesses, local official, employees of other agencies, and obtains written and other documentation relevant to the violation. When the investigation is completed, the Building Official writes a report detailing the violation(s). This report is then forwarded to the appropriate staff person for processing the penalty action. If the Building Official cannot develop sufficient information to sustain the violation, the investigation is closed and the complainant notified of the disposition.

**C. Issuance of Notices of Proposed Assessments of Civil Penalties:**



A Notice of Proposed Assessment of Civil Penalty (NPACP) is issued only by persons deputized by the City of Astoria and authorized by the Astoria Building Inspection Division based on violations personally observed or attested by personal knowledge. The enforcement process includes documenting and notifying the respondent of the violation and their right to a hearing. The NPACP is documented in writing and names the responsible company or person. A copy is served on the person in charge or doing the work. The original signed NPACP is filed with the State Building Codes Division, Compliance Office, and with the originating City Building Inspection Division, including a statement of how the notice was served (either by giving a copy to the named person or by Certified Mail). A statement of facts and evidence obtained is filed with the original NPACP. In the event the respondent requests a hearing, the person issuing the NPACP may be called as a witness. The State Building Codes Division, Compliance Section, will process the NPACP and assess civil penalties where appropriate.

A NPACP issuance by the City of Astoria is limited to the following violations:

1. No valid permit.
2. No license.
3. Failure to make corrections to manufactured dwellings, prefabricated structures and components or recreational vehicles.
4. Failure to make required correction, prior to cover, for plumbing and structural code violations.
5. No insignia or label on a manufactured dwelling, prefabricated structure or component or recreational vehicle.




**CITY OF ASTORIA**  
Founded 1811 • Incorporated 1856

June 25, 2014

**MEMORANDUM**

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER PRO TEM

SUBJECT: **CONDUCT THE PUBLIC HEARING FOR THE SALE OF CITY PROPERTY LOCATED IN THE 900 BLOCK OF 36<sup>TH</sup> STREET**

**DISCUSSION/ANALYSIS**

A sales offer for a parcel of City owned property located in the 900 Block of 36<sup>th</sup> Street has been received from Brian K. Woosley and Donna L. Tavares who own property at 3609 Irving Avenue and Bernard Wood at 3629 Irving. The offer for the property is \$2000 from Woosley/Tavares and \$2000 from Wood. The original asking price was \$4000 for the entire parcel.

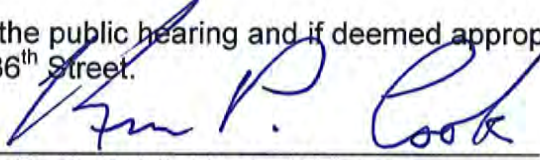
The lot consists of a 50 foot by 200 foot parcel that extends east-west behind four residences that front on Irving Street. The owners of two properties, Woosley/Tavares (tax lot 8300), and Mr. Wood (whose property is located east of the Woosley/Tavares property, tax lot 8400) have their only vehicular access across the City lot, and have done so historically. The two owners of tax lots 8500 and 8600 have access from Irving Street. Under the proposed sales agreement, the City would sell separate 50' x 50' parcels each to Woosley/Tavares and to Mr. Wood. A lot line adjustment would be done so that these parcels would be added to the respective lots. A survey (as required by Clatsop County for a lot line adjustment) is being done to identify the new lots and the easement across tax lot 8300 to tax lot 8400. The City would continue to own the remaining 50' x 100' lot behind tax lots 8500 and 8600. The property owners of tax lots 8500 and 8600 expressed no interest in owning the lot or a portion of the lot at this time.

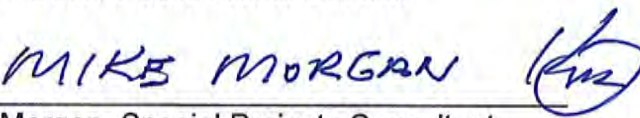
An assessor's map and Arial photograph are attached to this report for your information.

At their June 16, 2014 meeting, the City Council acted to schedule a public hearing on the proposed sale for the next Council meeting on July 7, 2014. A public hearing notice for the potential sale of this property was printed in the Daily Astorian and the notice was also sent to all property owners who reside within 200 feet of the property.

**RECOMMENDATION**

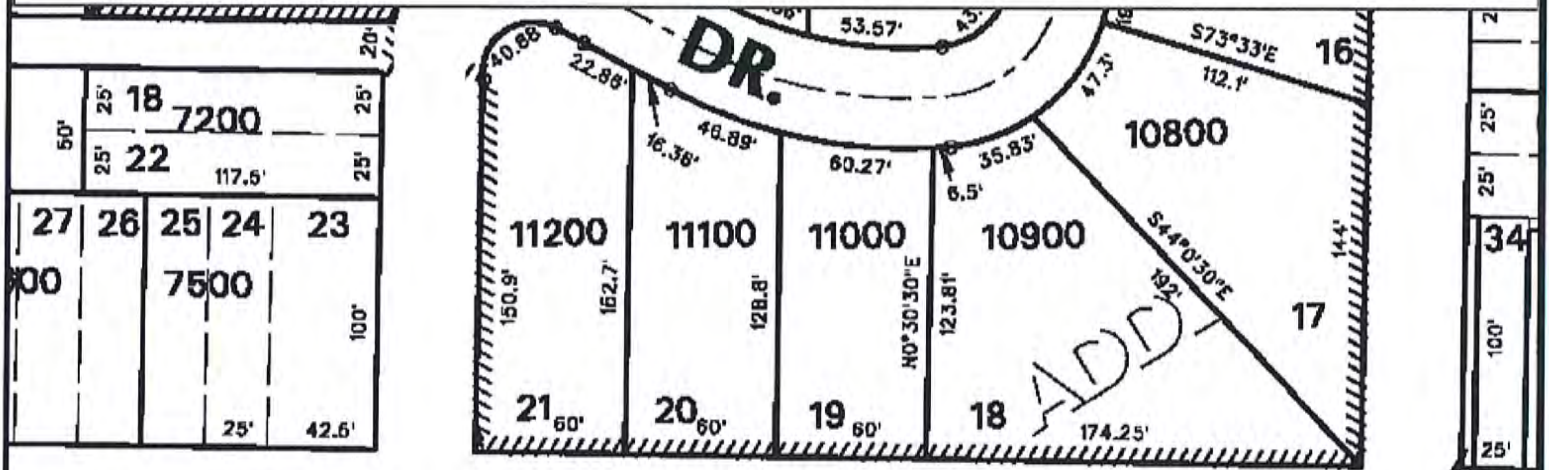
It is recommended that the City Council conduct the public hearing and if deemed appropriate approve the sale of City property located in the 900 Block of 36<sup>th</sup> Street.

Submitted By:   
Ken P. Cook, Public Works Director

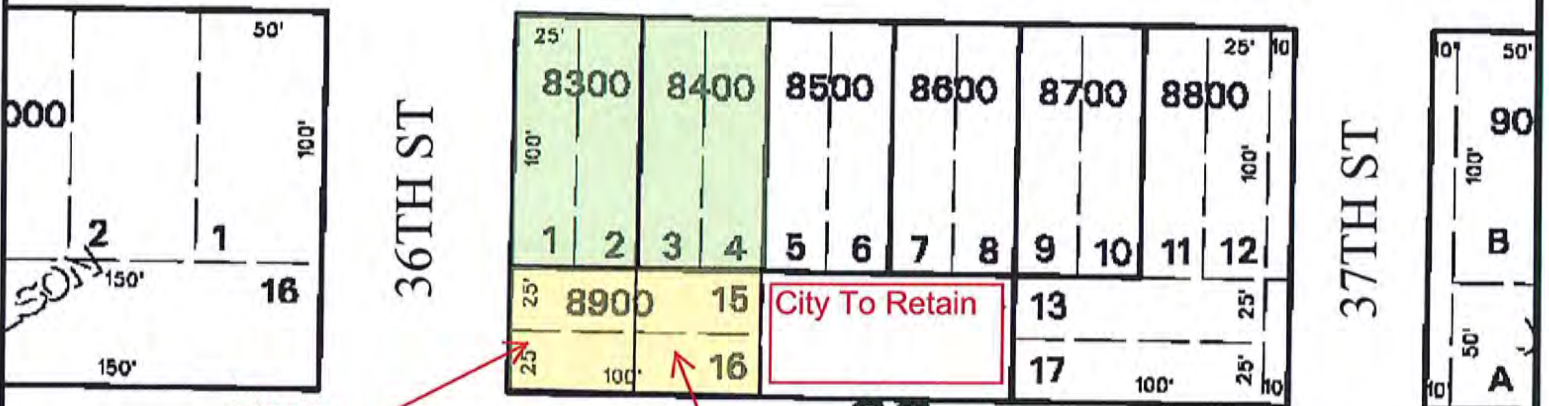
Prepared By:   
Mike Morgan, Special Projects Consultant



City of Astoria Property For Sale  
 Lots 14, 15, 16, Block 68,  
 M.L. Adair Subd., Astoria



IRVING AVE



Offer by  
 Brian Woolsey  
 & Donna Tavares



Offer by  
 Bernard Wood



City of Astoria Property For Sale  
Lots 14, 15, 16 Block 68  
M.L. Adair Subd., Astoria



**Legend**

-  Property With Written Offer
-  Offer From

0 25 50 100 Feet



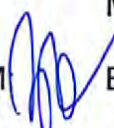




**CITY OF ASTORIA**  
Founded 1811 • Incorporated 1856

June 27, 2014

**MEMORANDUM**

TO: MAYOR AND CITY COUNCIL  
FROM:  BRETT ESTES, CITY MANAGER PRO TEM  
SUBJECT: **CSO PROGRAM HYDRAULIC/HYDROLOGIC MODELING SUPPORT SERVICES – APPROVE IFA GRANT**

**DISCUSSION/ANALYSIS**

An essential tool for the success of the combined sewer overflow (CSO) program is the computerized hydrologic and hydraulic model that is used to delineate and determine scope for each CSO project. These services have been provided by HDR Inc. for the past two years and are estimated to cost \$220,000 for the next two years. The Department of Environmental Quality State Revolving Loan funds have paid for these services in past years. The annual contract renewal with HDR is included in the current Council packet as a separate agenda item.

The Infrastructure Finance Authority (IFA) has awarded the City a \$20,000 technical assistance grant to cover a portion of the cost for these services. The CSO Fund will be utilized to pay the balance. The City Attorney has reviewed the attached contract and approved as to form.

**RECOMMENDATION**

It is recommended that Council authorize the IFA Financing Contract for a technical assistance grant in the amount of \$20,000 for the CSO Program Hydraulic/Hydrologic Modeling Support Services.

Submitted By: \_\_\_\_\_

  
Ken P. Cook, Public Works Director

Prepared By: \_\_\_\_\_

  
Cindy D. Moore, City Support Engineer

WATER FUND TECHNICAL ASSISTANCE PROJECT  
FINANCING CONTRACT

Project Name: Astoria Combined Sewer Overflow Program Hydraulic / Hydrologic Modeling

Project Number: V14010

This financing contract ("Contract"), dated as of the date the Contract is fully executed, is made by the State of Oregon, acting by and through the Oregon Infrastructure Finance Authority ("IFA"), and the City of Astoria ("Recipient") for financing of the project referred to above and described in Exhibit D ("Project"). This Contract becomes effective only when fully signed and approved as required by applicable law. Capitalized terms not defined in section 1 and elsewhere in the body of the Contract have the meanings assigned to them by Exhibit A.

This Contract includes the following exhibits, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

Exhibit A	General Definitions
Exhibit B	NOT APPLICABLE
Exhibit C	NOT APPLICABLE
Exhibit D	Project Description
Exhibit E	Project Budget

<b>SECTION 1 - KEY TERMS</b>
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The following capitalized terms have the meanings assigned below.

"Estimated Project Cost" means \$220,000.

"Grant Amount" means \$20,000.

"Project Closeout Deadline" means 90 days after the earlier of the Project Completion Date or the Project Completion Deadline.

"Project Completion Deadline" means 24 months after the date of this Contract.

<b>SECTION 2 - FINANCIAL ASSISTANCE</b>
---

Commitment. The IFA shall provide Recipient, and Recipient shall accept from IFA, financing for the Project as a grant in an aggregate amount not to exceed the Grant Amount (the "Grant").

<b>SECTION 3 - DISBURSEMENTS</b>
----------------------------------

- A. Reimbursement Basis. The Financing Proceeds shall be disbursed to Recipient on an expense reimbursement or costs-incurred basis. The Recipient must submit each disbursement request for the Financing Proceeds on an IFA-provided or IFA-approved disbursement request form ("Disbursement Request").
- B. Financing Availability. The IFA's obligation to make and Recipient's right to request disbursements under this Contract terminates on the Project Closeout Deadline.



#### SECTION 4 - CONDITIONS PRECEDENT

- A. Conditions Precedent to IFA's Obligations. The IFA's obligations are subject to the receipt of the following items, in form and substance satisfactory to IFA and its Counsel:
- (1) This Contract duly signed by an authorized officer of Recipient.
  - (2) Such other certificates, documents, opinions and information as IFA may reasonably require.
- B. Conditions to Disbursements. As to any disbursement, IFA has no obligation to disburse funds unless all following conditions are met:
- (1) There is no Default or Event of Default.
  - (2) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.
  - (3) The IFA, in the reasonable exercise of its administrative discretion, has sufficient moneys in the Fund for use in the Project and has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.
  - (4) The IFA (a) has received a completed Disbursement Request, (b) has received any written evidence of materials and labor furnished to or work performed upon the Project, itemized receipts or invoices for payment, and releases, satisfactions or other signed statements or forms as IFA may require, (c) is satisfied that all items listed in the Disbursement Request are reasonable and that the costs for labor and materials were incurred and are properly included in the Costs of the Project, and (d) has determined that the disbursement is only for costs defined as eligible costs under the Act and any implementing administrative rules and policies.
  - (5) The Recipient has delivered documentation satisfactory to IFA that, in addition to the Financing Proceeds, Recipient has available or has obtained binding commitments for all funds necessary to complete the Project.
  - (6) Any conditions to disbursement elsewhere in this Contract are met.

#### SECTION 5 - USE OF FINANCIAL ASSISTANCE

- A. Use of Proceeds. The Recipient shall use the Financing Proceeds only for the activities described in Exhibit D and according to the budget in Exhibit E. The Recipient may not transfer Financing Proceeds among line items in the budget without the prior written consent of IFA.
- B. Costs of the Project. The Recipient shall apply the Financing Proceeds to the Costs of the Project in accordance with the Act, and Oregon law as applicable. Financing Proceeds cannot be used for costs in excess of one hundred percent (100%) of the total Costs of the Project and cannot be used for pre-Award Costs of the Project, unless permitted by Exhibit D.
- C. Costs Paid for by Others. The Recipient may not use any of the Financing Proceeds to cover costs to be paid for by other financing for the Project from another State of Oregon agency or any third party.

#### SECTION 6 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

The Recipient represents and warrants to IFA:

- A. Estimated Project Cost, Funds for Repayment. A reasonable estimate of the Costs of the Project is shown in section 1, and the Project is fully funded.

B. Organization and Authority.

- (1) The Recipient is a Municipality under the Act, and validly organized and existing under the laws of the State of Oregon.
- (2) The Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Contract, (b) incur and perform its obligations under this Contract, and (c) receive financing for the Project.
- (3) This Contract has been duly executed by Recipient, and when executed by IFA, is legal, valid and binding, and enforceable in accordance with its terms.

C. Full Disclosure. The Recipient has disclosed in writing to IFA all facts that materially adversely affect the Project, or the ability of Recipient to perform all obligations required by this Contract. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract is true and accurate in all respects.

D. Pending Litigation. The Recipient has disclosed in writing to IFA all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.

E. No Defaults.

- (1) No Defaults or Events of Default exist or occur upon authorization, execution or delivery of this Contract.
- (2) The Recipient has not violated, and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.

F. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract will not: (i) cause a breach of any agreement to which Recipient is a party or by which the Project or any of its property or assets may be bound; (ii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iii) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.

<b>SECTION 7 - COVENANTS OF RECIPIENT</b>
---

The Recipient covenants as follows:

A. Notice of Adverse Change. The Recipient shall promptly notify IFA of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to perform all obligations required by this Contract.

B. Compliance with Laws. The Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract, the Project and the operation of the waste water system to which the Project is associated. In particular, but without limitation, Recipient shall comply with the following, as applicable:

- (1) State procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C.



(2) OAR 123-043-0095 (4) requirements for signs and notifications.

These laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.

C. Project Completion Obligations. The Recipient shall:

- (1) When procuring professional consulting services, provide IFA with copies of all solicitations at least 10 days before advertising, and all contracts at least 10 days before signing.
- (2) Complete the Project using its own fiscal resources or money from other sources to pay for any Costs of the Project in excess of the total amount of financial assistance provided pursuant to this Contract.
- (3) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by the IFA in writing.
- (4) No later than the Project Closeout Deadline, provide IFA with a final project completion report on a form provided by IFA, including Recipient's certification that the Project is complete, all payments are made, and no further disbursements are needed; provided however, for the purposes of this Contract, IFA will be the final judge of the Project's completion.

D. Inspections; Information. The Recipient shall permit IFA and any party designated by IFA: (i) to inspect, at any reasonable time, the property, if any, constituting the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters, and financial statements or other documents related to its financial standing. The Recipient shall supply any related reports and information as IFA may reasonably require.

E. Records Maintenance. Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project or the Financing Proceeds until the date that is three years following the later of the final maturity of the Lottery Bonds, or the final maturity or redemption date of any obligation, or series of obligations, that refinanced the Lottery Bonds, or such longer period as may be required by other provisions of this Contract or applicable law. Such documentation includes, but may not be limited to, all documentation necessary to establish the uses and investment of the Financing Proceeds, all construction contracts and invoices detailing the costs paid from Financing Proceeds, and all contracts related to the uses of the Project, including leases, management contracts, and service contracts that relate to the use of the Project.

F. Economic Benefit Data. The IFA may require Recipient to submit specific data on the economic development benefits of the Project and other information to evaluate the success and economic impact of the Project, from the date of this Contract until six years after the Project Completion date. The Recipient shall, at its own expense, prepare and submit the data within the time specified by IFA.

G. Minority, Women & Emerging Small Business. ORS 200.090 requires all public agencies to "aggressively pursue a policy of providing opportunities for available contracts to emerging small businesses..." The IFA encourages Recipient in any contracting activity to follow good faith efforts as described in ORS 200.045, available at <http://www.leg.state.or.us/ors/200.html>. Additional resources are provided by the Director of Economic & Business Equity at <http://www.oregon.gov/gov/MWESB/Pages/index.aspx>. Also, the Office of Minority, Women, and Emerging Small Business at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified MWESB firms on the web at: <http://imd10.cbs.state.or.us/ex/dir/omwesb/>.

- H. Professional Responsibility. All service providers retained for their professional expertise must be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty.
- I. Notice of Default. The Recipient shall give IFA prompt written notice of any Default as soon as any senior administrative or financial officer of Recipient becomes aware of its existence or reasonably believes a Default is likely.
- J. Indemnity. To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless IFA and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys' fees incurred related to any actual or alleged act or omission by Recipient, or its employees, agents or contractors; however, the provisions of this section are not to be construed as a waiver of any defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon.
- K. Exclusion of Interest from Federal Gross Income and Compliance with Code.
- (1) The Recipient shall not take any action or omit to take any action that would result in the loss of the exclusion of the interest on any Lottery Bonds from gross income for purposes of federal income taxation, as governed by Section 103(a) of the Code. IFA may decline to disburse the Financing Proceeds if it finds that the federal tax exemption of the Lottery Bonds cannot be assured.
  - (2) The Recipient shall not take any action (including but not limited to the execution of a management agreement for the operation of the Project) or omit to take any action that would cause any Lottery Bonds to be "private activity bonds" within the meaning of Section 141(a) of the Code. Accordingly, unless Recipient receives the prior written approval of IFA, Recipient shall not permit in excess of ten percent (10%) of either (a) the Financing Proceeds or (b) the Project financed or refinanced with the Financing Proceeds to be directly or indirectly used in any manner that would constitute "private business use" within the meaning of Section 141(b)(6) of the Code, including not permitting more than one half of any permitted private business use to be "disproportionate related business use" or private business use unrelated to the government use of the Financing Proceeds. Unless Recipient receives the prior written approval of IFA, Recipient shall not directly or indirectly use any of the Financing Proceeds to make or finance loans to persons other than governmental units, as that term is used in Section 141(c) of the Code.
  - (3) The Recipient shall not directly or indirectly use or permit the use of any of the Financing Proceeds or any other funds, or take any action or omit to take any action, which would cause any Lottery Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code.
  - (4) The Recipient shall not cause any Lottery Bonds to be treated as "federally guaranteed" for purposes of Section 149(b) of the Code, as may be modified in any applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service with respect to "federally guaranteed" obligations described in Section 149(b) of the Code. For purposes of this paragraph, any Lottery Bonds will be treated as "federally guaranteed" if: (a) all or any portion of the principal or interest is or will be guaranteed directly or indirectly by the United States of America or any agency or instrumentality thereof, or (b) five percent (5%) or more of the proceeds of the Lottery Bonds will be (i) used in making loans if the payment of principal or interest is guaranteed in whole or in part by the United States of America or any agency or instrumentality thereof, or (ii) invested directly or indirectly in federally insured deposits or accounts, and (c) none of the exceptions described in Section 149(b)(3) of the Code apply.



- (5) The Recipient shall assist IFA to ensure that all required amounts are rebated to the United States of America pursuant to Section 148(f) of the Code. The Recipient shall pay to IFA such amounts as may be directed by IFA to satisfy the requirements of Section 148(f) applicable to the portion of the proceeds of any tax-exempt bonds, including any Financing Proceeds or other amounts held in a reserve fund. The Recipient further shall reimburse IFA for the portion of any expenses it incurs related to the Project that is necessary to satisfy the requirements of Section 148(f) of the Code.
- (6) Upon IFA's request, Recipient shall furnish written information regarding its investments and use of Financing Proceeds, and of any facilities financed or refinanced therewith, including providing IFA with any information and documentation that IFA reasonably determines is necessary to comply with the arbitrage and private use restrictions that apply to the Lottery Bonds.
- (7) Notwithstanding anything to the contrary, so long as is necessary to maintain the exclusion from gross income for purposes of federal income taxation of interest on any Lottery Bonds, the covenants contained in this subsection will survive the Project, including the application of any unexpended Financing Proceeds. The Recipient acknowledges that the Project may be funded with proceeds of the Lottery Bonds and that failure to comply with the requirements of this subsection could adversely affect any exclusion of the interest on the Lottery Bonds from gross income for federal income tax purposes.
- (8) Neither Recipient nor any related party to Recipient, within the meaning of 26 C.F.R. §1.150-1(b), shall purchase any Lottery Bonds, from which proceeds were used to finance the Project, in an amount related to the amount of the Grant.

#### **SECTION 8 - DEFAULTS**

Any of the following constitutes an "Event of Default":

- A. Any false or misleading representation is made by or on behalf of Recipient, in this Contract or in any document provided by Recipient related to the Project or in regard to compliance with the requirements of Section 103 and Sections 141 through 150 of the Code.
- B.
  - (1) A petition, proceeding or case is filed by or against Recipient under any federal or state bankruptcy or insolvency law, and in the case of a petition filed against Recipient, Recipient acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal;
  - (2) The Recipient files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, liquidation, dissolution, winding-up or composition or adjustment of debts;
  - (3) The Recipient becomes insolvent or bankrupt or admits its inability to pay its debts as they become due, or makes an assignment for the benefit of its creditors;
  - (4) The Recipient applies for or consents to the appointment of, or taking of possession by, a custodian (including, without limitation, a receiver, liquidator or trustee) of Recipient or any substantial portion of its property; or
  - (5) The Recipient takes any action for the purpose of effecting any of the above.
- C. The Recipient fails to perform any obligation required under this Contract, other than those referred to in subsections A through B of this section 8, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by IFA. The IFA may agree in

writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

## SECTION 9 - REMEDIES

- A. Remedies. Upon any Event of Default, IFA may pursue any or all remedies in this Contract and any other remedies available at law or in equity to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to:
- (1) Terminating IFA's commitment and obligation to make the Grant or disbursements under the Contract.
  - (2) Barring Recipient from applying for future awards.
  - (3) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract, including as provided in ORS 285B.599; however, this provision is not to be construed in a way that Recipient's obligations would constitute debt that violates Section 10, Article XI of the Oregon Constitution.
  - (4) Requiring repayment of the Grant and all interest earned by Recipient on those Grant funds.
- B. Application of Moneys. Any moneys collected by IFA pursuant to section 9.A will be applied first, to pay any attorneys' fees and other fees and expenses incurred by IFA; then, as applicable, to repay any Grant proceeds owed; and last, to pay any other amounts due and payable under this Contract.
- C. No Remedy Exclusive; Waiver; Notice. No remedy available to IFA is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract shall preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. The IFA is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 8 of this Contract.
- D. Default by IFA. In the event IFA defaults on any obligation in this Contract, Recipient's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of IFA's obligations.

## SECTION 10 - MISCELLANEOUS

- A. Time is of the Essence. The Recipient agrees that time is of the essence under this Contract.
- B. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.
- (1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
  - (2) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.
  - (3) This Contract will be binding upon and inure to the benefit of IFA, Recipient, and their respective successors and permitted assigns.
  - (4) The Recipient may not assign or transfer any of its rights or obligations or any interest in this Contract without the prior written consent of IFA. The IFA may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall



(5) The Recipient hereby approves and consents to any assignment, sale or transfer of this Contract that IFA deems to be necessary.

- (1) The IFA makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.
- (2) In no event are IFA or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Contract or the existence, furnishing, functioning or use of the Project.

If to IFA: Program Services Division Manager  
Infrastructure Finance Authority  
Oregon Business Development Department  
775 Summer Street NE, Suite 200  
Salem, OR 97301-1280

I. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

J. Integration. This Contract (including all exhibits, schedules or attachments) constitute the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.

K. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

The Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.



STATE OF OREGON  
acting by and through the  
Oregon Infrastructure Finance Authority



CITY OF ASTORIA

By: \_\_\_\_\_  
Paulina Layton, Manager  
Program Services Division

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY IN  
ACCORDANCE WITH ORS 291.047:**

Not Required per OAR 137-045-0030

By: \_\_\_\_\_  
The Honorable Willis Van Dusen  
Mayor of Astoria

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Brett Estes, Interim City Manager

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

Digitally signed by  
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Date: 2014.06.20 10:34:26 -0800



#### **EXHIBIT A - GENERAL DEFINITIONS**

As used in this Contract, the following terms have the meanings below.

“Act” means ORS 285B.560 through 285B.599, as amended.

“Award” means the award of financial assistance to Recipient by IFA dated 16 June 2014.

“C.F.R.” means the Code of Federal Regulations.

“Code” means the Internal Revenue Code of 1986, as amended, including any implementing regulations and any administrative or judicial interpretations.

“Costs of the Project” means Recipient’s actual costs (including any financing costs properly allocable to the Project) that are (a) reasonable, necessary and directly related to the Project, (b) permitted by generally accepted accounting principles to be Costs of the Project, and (c) are eligible or permitted uses of the Financing Proceeds under applicable state or federal statute and rule.

“Counsel” means an attorney at law or firm of attorneys at law duly admitted to practice law before the highest court of any state, who may be of counsel to, or an employee of, IFA or Recipient.

“Default” means an event which, with notice or lapse of time or both, would become an Event of Default.

“Financing Proceeds” means the proceeds of the Grant.

“Lottery Bonds” means any bonds issued by the State of Oregon that are special obligations of the State of Oregon payable from unobligated net lottery proceeds, the interest on which is exempt from federal income taxation, together with any refunding bonds, used to finance or refinance the Project through the initial funding or refinancing of all or a portion of the Grant.

“Municipality” means any entity described in ORS 285B.410(8).

“ORS” means the Oregon Revised Statutes.

“Project Completion Date” means the date on which Recipient completes the Project.

#### **EXHIBIT D - PROJECT DESCRIPTION**

The Recipient will contract with a licensed engineer to complete the hydraulic and hydrologic modeling necessary to support continued compliance with the Recipient’s Amended Stipulation and Final Order (WQMW-NWR-92-247).








**CITY OF ASTORIA**  
Founded 1811 • Incorporated 1856

June 27, 2014

**MEMORANDUM**

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER PRO TEM

SUBJECT: **CSO PROGRAM HYDRAULIC/HYDROLOGIC MODELING  
SUPPORT – CONTRACT FOR PROFESSIONAL SERVICES**

**DISCUSSION/ANALYSIS**

An essential tool for the success of the combined sewer overflow (CSO) program is the computerized hydrologic and hydraulic model that is used to delineate and scope each CSO project. This model contains important information regarding the storm and sewer infrastructure (e.g. pipe size, length, and material), geographic areas that flow to each pipe segment, rainfall information, and historic flows that are used to predict the system response after CSO project completion. There is ongoing maintenance and calibration that must occur to the model so that it closely replicates actual conditions in the field and gives the City the most accurate data for the design of future CSO projects. Determining the scope of future CSO projects is accomplished by a specialized CSO modeling engineer who analyzes the data generated by the model, and then recommends the most cost effective approach to meet the overflow criteria that is established by the Department of Environmental Quality (DEQ). The scope of the project is then given to a design engineering consultant to produce plans and specifications for bidding the construction of the project.

In April 2012, Council authorized a contract for CSO Modeling Support Services to HDR with the option of annual renewal of this contract. This contract was then renewed in June 2013. During the past year, HDR has updated and refined the CSO collection system model, identified additional monitoring needs to further characterize flows for future projects, completed necessary documentation to submit to the Department of Environmental Quality (DEQ) to verify implementation of projects in Phases 1, 2 and 3, and finalized the preliminary scope for the first project in Phase 4 (16<sup>th</sup> St CSO Separation project).


HDR has provided a scope of work and estimated budget (see Attachment A of the Contract) of \$110,614 for July 2014 through July 2015. The scope of services includes continued model updates, further development of Phase 4 preliminary project scopes, processing data, and monthly reporting for DEQ requirements. Staff has reviewed the scope and fee and has found the proposal to be appropriate and reasonable.

The Infrastructure Finance Authority (IFA) has awarded the City a \$20,000 technical assistance grant for this work. The remainder of the funds for the modeling will from the CSO Fund. Details of this funding are included in the current Council package as a separate agenda item.

City Attorney Henningsgaard has reviewed and approved the contract as to form.

**RECOMMENDATION**

Recommend that City Council renew the contract for CSO Modeling Support Services with HDR for a total not to exceed amount of \$110,614.

Submitted By:   
Ken P. Cook, Public Works Director

Prepared By: CINDY D. MOORE  
Cindy D. Moore, City Support Engineer



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

This Contract, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and between the City of Astoria, a municipal corporation of the State of Oregon, hereinafter called "CITY", and HDR Engineering, Inc., 1001 SW 5<sup>th</sup> Avenue, Suite 1800, Portland, Oregon 97204 hereinafter called "CONSULTANT", duly authorized to perform such services in Oregon.

**WITNESSETH**

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

WHEREAS, CONSULTANT 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. **CONSULTANT SERVICES**

- A. CONSULTANT shall perform professional services, as outlined in the Attachment A, to the City of Astoria regarding the CSO Modeling Support Services.
- B. Consultant's services are defined solely by this Contract and its attachment and not by any other contract or agreement that may be associated with this project.
- C. The CONSULTANT'S services shall be performed as expeditiously as is consistent with professional skill and the orderly progress of work. All work shall be completed no later than August 30, 2015.

2. **COMPENSATION**

- A. The CITY agrees to pay CONSULTANT a total not to exceed \$110,614 for performance of those services provided herein;
- B. The CONSULTANT will submit monthly billings for payment which will be based upon the percentage of work completed in each of the categories listed in the scope of work. Said progress billings shall be payable within 30 days of receipt by City.
- C. CITY certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract.

3. CONSULTANT IDENTIFICATION

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

4. CITY'S REPRESENTATIVE

For purposes hereof, the CITY'S authorized representative will be Cindy Moore, City of Astoria, 1095 Duane Street, Astoria, Oregon, 97103, (503) 338-5173.

5. CONSULTANT'S REPRESENTATIVE

For purposes hereof, the CONSULTANT'S authorized representative will be Lisa Tamura, HDR Engineering Inc., 1001 SW 5<sup>th</sup> Avenue, Suite 1800, Portland, Oregon 97204, (503) 423-3700.

6. CITY'S OBLIGATIONS

In order to facilitate the work of the CONSULTANT as above outlined, the CITY shall furnish to the CONSULTANT access to all relevant maps, aerial photographs, reports and site information which is in the City's possession concerning the project area. In addition, the CITY shall act as liaison for the CONSULTANT, assisting the CONSULTANT with making contacts and facilitating meetings, as necessary.

7. CONSULTANT IS INDEPENDENT CONSULTANT

A. CONSULTANT'S services shall be provided under the general supervision of City's project director or his designee, but CONSULTANT shall be an independent consultant for all purposes and shall be entitled to no compensation other than the compensation provided for under Section 2 of this Contract,

B. CONSULTANT acknowledges that for all purposes related to this Contract, CONSULTANT is and shall be deemed to be an independent CONSULTANT 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.

C. 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.



8. CANCELLATION FOR CAUSE

CITY may cancel all or any part of this Contract if CONSULTANT materially breaches any of the terms herein and fails to cure such breach within 10 days after receiving notice thereof, or 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 any 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. CONSULTANT 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. ACCESS TO RECORDS

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

10. 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 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.

11. 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.

12. 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. To be the prevailing party, the other party must be deemed at least 75 percent liable by a court of law or arbitrator.

13. 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.



14. 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 CONSULTANT, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

15. INDEMNIFICATION

With regard to Commercial General Liability, 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 to the extent it arises out of CONSULTANT'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 CONSULTANT and the Client, this indemnification and agreement to assume defense costs applies only to the extent of negligence of CONSULTANT.

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

16. INSURANCE

Prior to starting work hereunder, CONSULTANT, at CONSULTANT'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. Commercial General Liability. CONSULTANT shall obtain, at CONSULTANT'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 than \$1,000,000 per occurrence and the annual aggregate not less than \$2,000,000. Coverage shall include consultants, subconsultants 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. 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 limited will not be less than 2,000,000.

B. Automobile Liability. CONSULTANT shall obtain, at CONSULTANT'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 general and automobile liability insurance coverage shall include CITY and its officers and employees as Additional Insured but only with respect to CONSULTANT'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, CONSULTANT 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. Professional Liability Insurance. The CONSULTANT shall have in force a policy of Professional Liability Insurance in an amount not less than \$1,000,000 per claim and \$2,000,000 aggregate. The CONSULTANT shall keep such policy in force and current during the term of this contract.

E. Notice of Cancellation or Change. There will be no cancellation, material change or non-renewal of insurance coverage(s) without thirty (30) days written notice from CONSULTANT 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.

17. CITY'S BUSINESS LICENSE

Prior to beginning work, the CONSULTANT shall have a current City of Astoria business license (occupational tax). Before permitting a sub-consultant to begin work, CONSULTANT shall verify that sub-consultant has a current City of Astoria business license.

18. WORKMEN'S COMPENSATION

The CONSULTANT, its subconsultants, 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

CONSULTANT shall make payment promptly, as rightfully 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 subconsultants incurred in the performance of the contract.

CONSULTANT 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.

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

20. PAYMENT OF MEDICAL CARE

CONSULTANT 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 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 service.

21. OVERTIME

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).

22. USE OF ENGINEER'S DRAWINGS AND OTHER DOCUMENTS

The CITY retains all drawings and other documents prepared by the CONSULTANT for the project after payment to CONSULTANT.

CONSULTANT will not be held liable for reuse of documents or modifications thereof for any purpose other than those authorized under this Agreement without written authorization of CONSULTANT.

23. STANDARD OF CARE

The standard of care applicable to consultant's services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time and in the same locality as CONSULTANT'S services are performed. CONSULTANT will re-perform any services not meeting this standard without additional compensation.

24. NO THIRD PARTY BENEFICIARIES

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

25. ASSIGNMENT

This contract is personal to Consultant and may not be assigned by either party or any work subcontracted without consent from the other party.



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

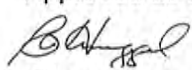
This Contract and its referenced attachments constitute the complete contract between CITY and CONSULTANT and supersedes all prior written or oral discussions or agreements. CONSULTANT services are defined solely by this Contract and its attachments and not by any other contract or agreement that may be associated with this Contract.

28. RELEASE OF INFORMATION

All dissemination of information related to future CSO design and construction projects will be released by the CITY. The CONSULTANT will refer all requests for information to the CITY including requests by other HDR staff members who are not working directly on the tasks 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:

  
Attorney

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Date: 2014.06.27 08:12:17 -0800

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

BY: \_\_\_\_\_  
Mayor Date

BY: \_\_\_\_\_  
City Manager, Pro Tem Date

BY: \_\_\_\_\_  
HDR Engineering, Inc. Date

**City of Astoria**  
**Hydraulic / Hydrologic Modeling Support Services for Combined Sewer Overflow Program**  
**Scope of Services (2014-2015)**

HDR Engineering (HDR) will perform the following the Scope of Services to for this project:

**Task 1 – Project Management**

This task includes management and coordination of the work defined in this scope of services. Specific elements under this task are listed below.

**HDR Responsibilities:**

- Management of the project including project coordination, maintaining the project schedule, and coordination and performance of Quality Assurance/Quality Control (QA/QC) activities.
- Prepare monthly progress reports and invoices. Progress reports will describe activities during the invoice period, plans for the upcoming invoicing period, and schedule status. The report shall document the reasons for any change(s) previously discussed with City's project manager.
- Conduct twelve monthly one-hour progress meetings. Meetings will be by phone.

**Assumption:**

- This Scope of Services anticipates a schedule from June 2014 to June 2015.

**Deliverables:**

- Twelve monthly progress reports and invoices.

**Task 2 –Model Update and Maintenance**

This task includes validating, updating and maintaining the existing hydraulic model provided by the City.

**HDR Responsibilities:**

- Re-evaluate hydraulic modeling software to determine if switching to different software would provide benefit. Currently the model is in XP-SWMM by XP Software. Other software platforms to evaluate include Innovyze's InfoSWMM and/or InfoWorks.
- Update the model to include the newly constructed CSO facilities (e.g., 11<sup>th</sup> St. CSO Project) and any other facilities and improvements that have been added to the system since the model was last updated. This would also include converting the model to a new software platform if one is selected.
- Verify calibration of the hydraulic model using existing monitoring data provided by the City (including precipitation records and overflow activity).
- Prepare a draft and final Technical Memorandum describing the model update and calibration process.



- Maintain the model through the annual on-call contract. Model calibration and verification may be revisited as new data is collected. Model verification will be performed when new facilities come on-line that significantly change the operation of the CSO collection system.

#### Assumptions:

- The model will be maintained in the selected software by HDR.
- Information on recently constructed CSO projects, as well as any other information on facilities and improvements to be incorporated into the model to be provided by the City.
- Model conversion will be completed as part of the model update process.
- HDR will verify calibration of the updated model for both the outfalls discharging to Youngs Bay and those discharging to the Columbia River. Calibration guidelines published by the Wastewater Planning Users Group (November 2002) will be followed for this project.
- Model calibration and validation will be performed using currently available flow monitoring data from the City.
- Additional calibration and validation data will be collected by the City and provided to HDR upon request. This will be done up to two times under this Scope of Services.
- The City will provide one set of consolidated comments on the draft Model Update and Calibration Technical Memorandum. One revision will be made prior to finalizing the document.

#### Deliverables:

- Updated and calibrated hydraulic model.
- Draft and final Technical Memorandum describing model update and calibration process.

#### Task 3 – CSO Facilities Planning Design Services

The calibrated model will be used to evaluate system performance and to aid in identifying projects needed to meet CSO program goals. The analysis will characterize the performance of the collection system, determine hydraulic bottlenecks, and evaluate alternatives to achieve control at uncontrolled CSO outfalls. This task will build upon work performed under the 2013-2014 Scope of Services.

#### HDR Responsibilities:

- HDR will provide up to 8 hours of support to City staff in their ASFO schedule adjustment negotiations with DEQ. This may include preparing supporting documentation and attending of one meeting with DEQ representatives.
- Use calibrated model to evaluate system performance and identify projects needed to meet CSO program goals for uncontrolled outfalls. The analysis will characterize the performance of the collection system, determine hydraulic bottlenecks, and evaluate alternatives to achieve control at the uncontrolled CSO outfalls. The focus will be on the remaining Phase 4 outfalls (6 locations).

- Prepare conceptual design plan equivalent to a 10% level of design for the remaining Phase 4 CSO infrastructure projects. Projects will be developed to a concept level showing project limits and identifying the design criteria.
- Prepare planning-level estimate of probable construction cost for each CSO infrastructure project area.
- Prepare draft and final Technical Memorandum describing the projects necessary to meet the CSO program goals.
- Present conceptual design for upcoming projects to City staff in one 2-hour meeting.

**Assumptions:**

- City staff will take the lead in negotiations with DEQ for adjusting the ASFO schedule.
- Conceptual design of projects will include a project description, a definition of the project limits, and design criteria for further development in subsequent design efforts.
- The remaining Phase 4 CSO projects will address control requirements for six (6) outfalls. The outfalls will be group into up to three project areas.
- Planning-level costs will include project capital, O&M, engineering, administration, real estate contingency, and financing costs. Costs will be annualized for each proposed alternative on 2013 dollars.
- City will provide one set of consolidated comments on the draft CSO Projects Technical Memorandum. One revision will be made prior to finalizing the document.

**Deliverables:**

- Technical Memorandum summarizing projects identified to meet the CSO program goals for the upcoming outfalls.
- Planning level estimate of probable construction cost for each CSO conceptual design.

**Task 4 – Flow Monitoring Program Development**

The monitoring program will support model update and maintenance activities (Task 2) and provide input into the preparation of the yearly progress report to DEQ prepared by the City.

**HDR Responsibilities:**

- Review existing monitoring data and identify additional monitoring locations necessary.
- Prepare system flow monitoring recommendations for validating and/or calibrating the model and assessing infrastructure deficiencies. The recommendations will:
  - Identify the number and location of temporary monitors needed for calibration of the model.
  - Identify the number and location of additional permanent monitors needed for the evaluation of system performance.

**Assumptions:**



- City will provide monitoring equipment and staff for monitor installation, data collection, and maintenance.
- Additional flow monitoring will be performed by the City and will take place in the 2014-2015 wet season (October 2014 – March 2015).

**Deliverable:**

- List of flow monitoring recommendations.

**Task 5 – CSO Monthly Reporting Support**

Assist the City with the preparation of monthly DEQ CSO Reports.

**HDR Responsibilities:**

- Download monitoring data and update the existing Microsoft Access database containing historical CSO monitoring data.
- Prepare a draft of the CSO Report each month for the City's review. Reports will be prepared for May 2014 through June 2015.
- Conduct monthly conference call to discuss draft CSO Report and receive City's comments.
- Prepare a draft and final CSO Event Technical Memorandum (TM). This TM will evaluate unallowed overflows that are occurring at controlled outfalls and recommend steps to address the unallowed overflows.

**Assumptions:**

- HDR will update the Microsoft Access database with downloaded from the City's online data source.
- The City will review the drafts of the CSO Report each month and finalize them prior to submittal to DEQ.
- The City will provide a consolidated set of comments on each draft CSO Report. Only one revision will be made by HDR before submitting the report for the City to finalize.
- The City will submit the final reports to DEQ.

**Deliverables:**

- Microsoft Access database containing historical CSO monitoring data.
- Monthly drafts of CSO Reports.
- Draft and Final versions of CSO Event Technical Memorandum.

**Task 6 – Presentation to City Council**

Prepare for and present project status to City Council.

**HDR Responsibilities:**

- Prepare for and conduct one City Council meeting (up to 2 hours in length) to provide an update on the progress of the CSO Program.

Assumption:

- HDR will prepare presentation including graphics and maps for the City Council meeting.

Deliverable:

- Presentation to Council summarizing CSO Program status.










**CITY OF ASTORIA**  
Founded 1811 • Incorporated 1856

June 18, 2014

**MEMORANDUM**

TO: MAYOR AND CITY COUNCIL

FROM:  BRET ESTES, CITY MANAGER PRO TEM

SUBJECT: **PREAUTHORIZATION FOR FRONT END LOADER PURCHASE**

**DISCUSSION/ANALYSIS**

The Public Works Department currently uses a 1982 Clark Michigan front end loader. Clark Michigan has not been in business for 20 years and parts have to be made or retrofitted from some other piece of equipment. The loader has had over 5,600 hours of use and will need approximately \$18,000 worth of repair work to make it safe and usable. The estimated re-sale value of this loader is \$5,000. It is used primarily to load dump trucks with gravel and other backfill material or to move large amounts of material.

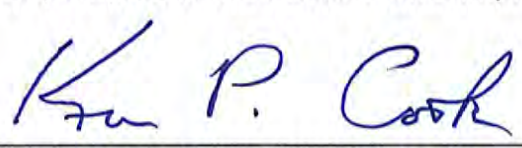
There are two venues to purchase used front end loaders; either public auction or equipment dealers. Public Works staff have identified several sites in the Pacific Northwest that deal in a variety of used front end loaders on a limited basis that will meet our needs.

If staff uses the public auction method, they will need a purchase order in hand at the time of auction. If a loader is found through an equipment dealer, it may be difficult for the dealer to hold the loader until the purchase is authorized. Therefore, staff is proposing preauthorization for purchase of a front end loader. Once a loader has been purchased, staff will report back to Council with the specifications of the equipment, as well as the price paid.


**RECOMMENDATION**

It is recommended Council approve that Public Works staff purchase a used front end loader for a price not to exceed the budgeted amount of \$115,000 in the Public Works Improvement Fund.

Submitted By: \_\_\_\_\_

  
Ken P. Cook, Public Works Director

Prepared By: \_\_\_\_\_

  
Ken B. Nelson, Public Works Superintendent






**CITY OF ASTORIA**  
Founded 1811 • Incorporated 1856

June 27, 2014

**MEMORANDUM**

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER PRO TEM

SUBJECT: **11<sup>TH</sup> STREET CSO SEPARATION PROJECT – AUTHORIZE PAY ADJUSTMENT**

**DISCUSSION/ANALYSIS**

The 11<sup>th</sup> Street Combined Sewer Overflow (CSO) Separation project primarily consisted of installing over 10,000 linear feet of new stormwater pipe. In certain instances, existing water and sanitary sewer pipes were replaced where construction of the new storm pipe compromised the integrity of the existing infrastructure. Due to the extent of utility replacement work along 8<sup>th</sup> Street, the entire roadway, from Commercial to Niagara was rebuilt from curb to curb and most of the sidewalk was replaced.

The scope of the project included construction in the following locations:

8 <sup>th</sup> St. from Commercial to Niagara	12 <sup>th</sup> St. from Exchange to Kensington
9 <sup>th</sup> St. from Duane to Harrison	Irving Ave from 11 <sup>th</sup> St. to 12 <sup>th</sup> St.
10 <sup>th</sup> St. from Duane to Jerome	9 <sup>th</sup> St. from Marine Dr. to the outfall
11 <sup>th</sup> St. from Exchange to Irving	

Pay adjustment No. 7, for \$60,898.41, includes a variety of changes that are itemized below:

A. Inside drop manholes	\$2,123.42
B. Asphalt curbing – miscellaneous locations	\$684.75
C. ADA ramp retaining wall at 8 <sup>th</sup> St and Lexington	\$2,214.90
D. Additional permanent erosion control and handrail on 9 <sup>th</sup> St	\$4,231.55
E. Additional concrete-related work – miscellaneous locations	\$28,000.00
F. 8 <sup>th</sup> St and Franklin intersection reconstruction	\$15,000.00
G. Asphalt embankment stabilization on 8 <sup>th</sup> St – Franklin to Grand	\$2,117.50
H. Asphalt grinding for drainage – miscellaneous locations	\$2,936.56
I. Outside drop manholes	\$1,061.71
J. Credit for missing locate wire	(\$1,000.00)
K. Damaged sewer lateral repair at 11 <sup>th</sup> St and Exchange manhole	\$8,496.31
L. Additional concrete-related work – 12 <sup>th</sup> St/Jerome and 8 <sup>th</sup> St	\$2,455.87
M. Credit for City-contracted landscaping	(\$3,550.40)
N. Credit for City-contracted plumber at 838 Grand (sewer lateral installation)	(\$4,473.76)
O. Driveway repair at 10 <sup>th</sup> St and Irving	\$600.00

The largest line item in this pay adjustment is \$28,000 for additional concrete-related work primarily on 8<sup>th</sup> Street. New sidewalk and intersection ramps were installed on 8<sup>th</sup> Street along



challenging terrain in close proximity to existing structures and amenities. These conditions required increased effort and materials beyond what was anticipated or described in the contract documents. Other work associated with this change order was due to adjustments for field conditions and changes that benefit the operation and maintenance of the system.

Staff recommended, and Council approved, a 15% contingency on this project due to the scope, scale, and potential for encountering unknown conditions during construction. The construction contingency of 15% totals \$857,577. The following is a summary of the pay adjustments to date:

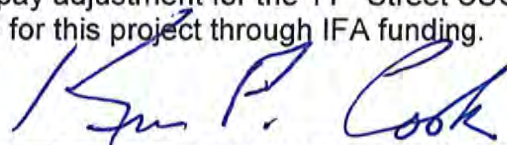
Pay Adjustment	Amount	Contract Amount	Contingency Balance	Contingency Balance Percentage
		\$5,717,177.00	\$857,577.00	100%
1	\$4,391.37	\$5,721,568.37	\$853,185.63	99%
2	\$35,877.10	\$5,757,445.47	\$817,308.53	95%
3	\$69,521.82	\$5,826,967.29	\$747,786.71	87%
4	\$349,562.50	\$6,176,529.79	\$398,224.21	46%
5	\$69,755.12	\$6,246,284.91	\$328,469.09	38%
6	\$64,387.79	\$6,310,672.70	\$264,081.30	31%
7	\$60,898.41	\$6,371,571.11	\$203,182.89	24%

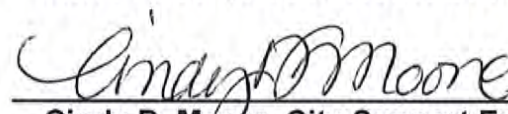
This is expected to be the final pay adjustment for the project, which brings the total pay adjustments to 11.5% of the original bid price.

Tapani crews have been working on final punch list items since substantial completion of construction in December 2013. This final punch list work should continue for the next few months.

### **RECOMMENDATION**

It is recommended that the City Council authorize this pay adjustment for the 11<sup>th</sup> Street CSO Separation project for \$60,898.41. Funds are available for this project through IFA funding.

Submitted By:   
Ken P. Cook, Public Works Director

Prepared By:   
Cindy D. Moore, City Support Engineer





Astoria  
ENGINEERING  
DIVISION

CHANGE ORDER #7

DATE: June 27, 2014  
PROJECT: 11<sup>th</sup> St CSO Separation  
CONTRACTOR: Tapani, Inc.

The purpose of this change order is to account for work not covered in the bid items. This change order amount constitutes total compensation for the changes indicated below.

Item	Description	Quantity	Unit Cost	Total Cost
	See attached items A through O	1 LS	\$60,898.41	\$60,898.41
Change Order Total =				\$60,898.41

This Change Order becomes part of and in conformance with the existing contract. The above changes warrant a 0 calendar day time extension.

EXPLANATION:

See attached documentation.

CHANGE ORDER ACCEPTED BY:

\_\_\_\_\_  
City Support Engineer      Date

  
\_\_\_\_\_  
Public Works Director      Date

\_\_\_\_\_  
City Manager Pro Tem      Date

\_\_\_\_\_  
Mayor      Date

# City of Astoria

# Change Order

Page 1 of 2

Contract Change Order No. 7 and Final

Contract Name 11<sup>th</sup> Street CSO Separation Project Orig. Contract Amt. \$ 5,717,177.00 Days  
 Contract No. 560736 Prev. Appvd. Changes \$ 593,495.70 Days  
 Contractor Tapani, Inc. This Change \$ 60,898.41 Days  
 Owner City of Astoria Revised Contract Amt. \$ 6,371,571.11 Days

This Change Order covers changes to the subject contract as described herein. The Contractor shall construct, furnish equipment and materials, and perform all work as necessary or required to complete the Change Order Items for a lump sum price agreed upon between the Contractor and City of Astoria otherwise referred to as Owner.


Owner's Name

Description of Changes	Increase in Contract Amount (\$)	(Decrease) in Contract Amount (\$)	Contract Time Extension (days)
A. Inside rop manholes (2)	\$2,123.42		
B. Asphalt curbing – miscellaneous locations	\$684.75		
C. ADA ramp retaining wall at 8 <sup>th</sup> /Lexington	\$2,214.90		
D. Additional permanent erosion control and handrail on 9 <sup>th</sup> – Franklin to Grand	\$4,231.55		
E. Additional concrete-related work – miscellaneous locations	\$28,000.00		
F. 8 <sup>th</sup> /Franklin intersection reconstruction	\$15,000.00		
G. Asphalt embankment stabilization on 8 <sup>th</sup> – Franklin to Grand	\$2,117.50		
H. Asphalt grinding for drainage – miscellaneous locations	\$2,936.56		
I. Outside drop manhole	\$1,061.71		
J. Credit for missing locate wire		(\$1,000.00)	
K. Damaged sewer lateral repair at 11 <sup>th</sup> /Exchange MH	\$8,496.31		
L. Additional concrete-related work – SE corner of 12 <sup>th</sup> /Jerome and 8 <sup>th</sup> St.	\$2,455.87		
M. Credit for City-contracted landscaping		(\$3,550.40)	
N. Credit for City-contracted plumber at 838 Grand (sewer lateral installation)		(\$4,473.76)	
O. Driveway repair at 10 <sup>th</sup> /Irving	\$600.00		
<b>Totals</b>	<b>\$69,922.57</b>	<b>(\$9,024.16)</b>	
<b>Net change in contract amount increase or (decrease)</b>	<b>\$60,898.41</b>		



The amount of the contract will be increased (decreased) by the sum of \$ 60,898.41 and the contract time shall be extended by -0- calendar days. The undersigned Contractor approves the foregoing Change Order as to the changes, if any, in the contract price specified for each item including any and all supervision costs and other miscellaneous costs relating to the change in work, and as to the extension of time allowed, if any, for completion of the entire work on account of said Change Order. The Contractor agrees to furnish all labor and materials and perform all other necessary work, inclusive of the directly or indirectly related to the approved time extension, required to complete the Change order items. This document will become a supplement of the contract and all provisions will apply hereto. It is understood that the Change Order shall be effective when approved by the Owner.

Recommended: \_\_\_\_\_ /Construction Manager Date: \_\_\_\_\_  
(Signature)

Accepted: \_\_\_\_\_ /Contractor Date: 6/27/2014  
 (Signature)

Approved: \_\_\_\_\_ /Owner Date: \_\_\_\_\_  
(Signature)

# City of Astoria

# Change Order Technical Justification

Contract Change Order No. 07

Date 26 June 2014

Contract Name 11<sup>th</sup> St. CSO Separation Project Contract No. 560736

Contractor Tapani, Inc. Owner City of Astoria

## Change Order No. 07-A

- A. Description of Change: Inside drop manholes (2).
- B. Reason for Change: Bid Schedule did not include Bid Item for inside drop manholes.
- C. Alternatives Considered: None
- D. Impact of Non-incorporation: Drop manholes were required and Contractor was due payment.

## Change Order No. 07-B

- A. Description of Change: Asphalt curbing – miscellaneous locations.
- B. Reason for Change: Required to ensure proper street drainage.
- C. Alternatives Considered: None
- D. Impact of Non-incorporation: Drainage issues would have continued.

## Change Order No. 07-C

- A. Description of Change: ADA ramp retaining wall at 8<sup>th</sup>/Lexington.
- B. Reason for Change: Site conditions required protection of slope behind ADA ramp.
- C. Alternatives Considered: None
- D. Impact of Non-incorporation: Erosion of natural ground surface onto ADA ramp/sidewalk.

## Change Order No. 07-D

- A. Description of Change: Additional permanent erosion control and handrail on 9<sup>th</sup> – Franklin to Grand.
- B. Reason for Change: Contract Drawings unclear as to extent of Time and Materials (T&M) work to be completed under Bid Item Allowance for stairs and permanent erosion control on steep slope. This change order item for the erosion control.
- C. Alternatives Considered: Leave slope unprotected.
- D. Impact of Non-incorporation: On-going future maintenance issue and costs.

## Change Order No. 07-E

- A. Description of Change: Additional concrete-related work – miscellaneous locations.
- B. Reason for Change: Site conditions (steep slopes and cross streets) required additional level-of-effort by Contractor and concrete subcontractor for ADA ramp and adjacent sidewalk installation.
- C. Alternatives Considered: None
- D. Impact of Non-incorporation: Work had to be completed. If payment not made, a Contractor claim would have been made.



**Change Order No. 07-F**

- A. Description of Change: 8<sup>th</sup>/Franklin intersection reconstruction.
- B. Reason for Change: Initial construction proved unsatisfactory. Severe street grade change caused vehicles to high-center resulting in vehicle damage.
- C. Alternatives Considered: None
- D. Impact of Non-incorporation: Hazard to vehicles. Work had to be completed. If payment not made, a Contractor claim would have been made.

**Change Order No. 07-G**

- A. Description of Change: Asphalt embankment stabilization on 8<sup>th</sup> – Franklin to Grand.
- B. Reason for Change: Site conditions required protection of slope behind street pavement.
- C. Alternative Considered: Leave slope unprotected.
- E. Impact of Non-incorporation: On-going future maintenance issue and costs.

**Change Order No. 07-H**

- A. Description of Change: Asphalt grinding for drainage – miscellaneous locations.
- B. Reason for Change: Required to direct surface drainage to catch basins.
- C. Alternative Considered: None
- D. Impact of Non-incorporation: Improper street drainage and potential private property damage.

**Change Order No. 07-I**

- A. Description of Change: Outside drop manhole.
- B. Reason for Change: Bid Schedule did not include Bid Item for outside drop manholes.
- C. Alternative Considered: None
- D. Impact of Non-incorporation: Drop manhole was required and Contractor was due payment.

**Change Order No. 07-J**

- A. Description of Change: Credit for missing locate wire.
- B. Reason for Change: Contractor missed installation of some pipeline locate wires.
- C. Alternative Considered: Install missing locate wires.
- D. Impact of Non-incorporation: If wires were installed retroactively, damage to newly paved streets would have resulted.

**Change Order No. 07-K**

- A. Description of Change: Damaged sewer lateral repair at 11<sup>th</sup>/Exchange MH.
- B. Reason for Change: Because of high ground water, a sewer lateral was unnoticed and damaged adjacent to a deep manhole installation.
- C. Alternative Considered: None
- D. Impact of Non-incorporation: Property damage to business from sewage backup.

**Change Order No. 07-L**

- A. Description of Change: Additional concrete-related work – SE corner of 12<sup>th</sup>/Jerome and 8<sup>th</sup> St.
- B. Reason for Change:
- C. Alternative Considered:
- D. Impact of Non-incorporation:

**Change Order No. 07-M**

- A. Description of Change: Credit for City-contracted landscaping.
- B. Reason for Change: Contractor did not complete satisfactory landscaping restoration with its own forces.
- C. Alternative Considered: None
- D. Impact of Non-incorporation: Very unsatisfied adjacent property owners.

**Change Order No. 07-N**

- A. Description of Change: Credit for City-contracted plumber at 838 Grand (sewer lateral installation).
- B. Reason for Change: Contractor missed installation of sewer lateral.
- C. Alternative Considered: None – City had to correct issue immediately and retained plumber to do so.
- D. Impact of Non-incorporation: Property damage and inconvenience to homeowner.

**Change Order No. 07-O**

- A. Description of Change: Driveway repair at 10<sup>th</sup>/Irving.
- B. Reason for Change: New street grade resulted in existing driveway removal.
- C. Alternative Considered: None
- D. Impact of Non-incorporation: Very unhappy homeowner. Would not have access to garage.

Signed \_\_\_\_\_





Astoria  
**ENGINEERING  
DIVISION**

CHANGE ORDER #7

DATE: June 27, 2014  
PROJECT: 11<sup>th</sup> St CSO Separation  
CONTRACTOR: Tapani, Inc.

The purpose of this change order is to account for work not covered in the bid items. This change order amount constitutes total compensation for the changes indicated below.

Item	Description	Quantity	Unit Cost	Total Cost
	See attached items A through O	1 LS	\$60,898.41	\$60,898.41
Change Order Total =				\$60,898.41

This Change Order becomes part of and in conformance with the existing contract. The above changes warrant a 0 calendar day time extension.

EXPLANATION:

See attached documentation.

CHANGE ORDER ACCEPTED BY:

\_\_\_\_\_  
City Support Engineer      Date

  
\_\_\_\_\_  
Public Works Director      Date

\_\_\_\_\_  
City Manager Pro Tem      Date

\_\_\_\_\_  
Mayor      Date

# City of Astoria

# Change Order

Page 1 of 2

Contract Change Order No. 7 and Final

Contract Name 11<sup>th</sup> Street CSO Separation Project Orig. Contract Amt. \$ 5,717,177.00 Days  
 Contract No. 560736 Prev. Appvd. Changes \$ 593,495.70 Days  
 Contractor Tapani, Inc. This Change \$ 60,898.41 Days  
 Owner City of Astoria Revised Contract Amt. \$ 6,371,571.11 Days

This Change Order covers changes to the subject contract as described herein. The Contractor shall construct, furnish equipment and materials, and perform all work as necessary or required to complete the Change Order Items for a lump sum price agreed upon between the Contractor and City of Astoria otherwise referred to as Owner.


Owner's Name

Description of Changes	Increase in Contract Amount (\$)	(Decrease) in Contract Amount (\$)	Contract Time Extension (days)
A. Inside rop manholes (2)	\$2,123.42		
B. Asphalt curbing – miscellaneous locations	\$684.75		
C. ADA ramp retaining wall at 8 <sup>th</sup> /Lexington	\$2,214.90		
D. Additional permanent erosion control and handrail on 9 <sup>th</sup> – Franklin to Grand	\$4,231.55		
E. Additional concrete-related work – miscellaneous locations	\$28,000.00		
F. 8 <sup>th</sup> /Franklin intersection reconstruction	\$15,000.00		
G. Asphalt embankment stabilization on 8 <sup>th</sup> – Franklin to Grand	\$2,117.50		
H. Asphalt grinding for drainage – miscellaneous locations	\$2,936.56		
I. Outside drop manhole	\$1,061.71		
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K. Damaged sewer lateral repair at 11 <sup>th</sup> /Exchange MH	\$8,496.31		
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M. Credit for City-contracted landscaping		(\$3,550.40)	
N. Credit for City-contracted plumber at 838 Grand (sewer lateral installation)		(\$4,473.76)	
O. Driveway repair at 10 <sup>th</sup> /Irving	\$600.00		
<b>Totals</b>	<b>\$69,922.57</b>	<b>(\$9,024.16)</b>	
<b>Net change in contract amount increase or (decrease)</b>	<b>\$60,898.41</b>		



The amount of the contract will be increased (decreased) by the sum of \$ 60,898.41 and the contract time shall be extended by -0- calendar days. The undersigned Contractor approves the foregoing Change Order as to the changes, if any, in the contract price specified for each item including any and all supervision costs and other miscellaneous costs relating to the change in work, and as to the extension of time allowed, if any, for completion of the entire work on account of said Change Order. The Contractor agrees to furnish all labor and materials and perform all other necessary work, inclusive of the directly or indirectly related to the approved time extension, required to complete the Change order items. This document will become a supplement of the contract and all provisions will apply hereto. It is understood that the Change Order shall be effective when approved by the Owner.

Recommended: \_\_\_\_\_ /Construction Manager Date: \_\_\_\_\_  
(Signature)

Accepted: \_\_\_\_\_ /Contractor Date: 6/27/2014  
  
(Signature)

Approved: \_\_\_\_\_ /Owner Date: \_\_\_\_\_  
(Signature)

# City of Astoria

# Change Order Technical Justification

Contract Change Order No. 07

Date 26 June 2014

Contract Name 11<sup>th</sup> St. CSO Separation Project Contract No. 560736

Contractor Tapani, Inc. Owner City of Astoria

## Change Order No. 07-A

- A. Description of Change: Inside drop manholes (2).
- B. Reason for Change: Bid Schedule did not include Bid Item for inside drop manholes.
- C. Alternatives Considered: None
- D. Impact of Non-incorporation: Drop manholes were required and Contractor was due payment.

## Change Order No. 07-B

- A. Description of Change: Asphalt curbing – miscellaneous locations.
- B. Reason for Change: Required to ensure proper street drainage.
- C. Alternatives Considered: None
- D. Impact of Non-incorporation: Drainage issues would have continued.

## Change Order No. 07-C

- A. Description of Change: ADA ramp retaining wall at 8<sup>th</sup>/Lexington.
- B. Reason for Change: Site conditions required protection of slope behind ADA ramp.
- C. Alternatives Considered: None
- D. Impact of Non-incorporation: Erosion of natural ground surface onto ADA ramp/sidewalk.

## Change Order No. 07-D

- A. Description of Change: Additional permanent erosion control and handrail on 9<sup>th</sup> – Franklin to Grand.
- B. Reason for Change: Contract Drawings unclear as to extent of Time and Materials (T&M) work to be completed under Bid Item Allowance for stairs and permanent erosion control on steep slope. This change order item for the erosion control.
- C. Alternatives Considered: Leave slope unprotected.
- D. Impact of Non-incorporation: On-going future maintenance issue and costs.

## Change Order No. 07-E

- A. Description of Change: Additional concrete-related work – miscellaneous locations.
- B. Reason for Change: Site conditions (steep slopes and cross streets) required additional level-of-effort by Contractor and concrete subcontractor for ADA ramp and adjacent sidewalk installation.
- C. Alternatives Considered: None
- D. Impact of Non-incorporation: Work had to be completed. If payment not made, a Contractor claim would have been made.



**Change Order No. 07-F**

- A. Description of Change: 8<sup>th</sup>/Franklin intersection reconstruction.
- B. Reason for Change: Initial construction proved unsatisfactory. Severe street grade change caused vehicles to high-center resulting in vehicle damage.
- C. Alternatives Considered: None
- D. Impact of Non-incorporation: Hazard to vehicles. Work had to be completed. If payment not made, a Contractor claim would have been made.

**Change Order No. 07-G**

- A. Description of Change: Asphalt embankment stabilization on 8<sup>th</sup> – Franklin to Grand.
- B. Reason for Change: Site conditions required protection of slope behind street pavement.
- C. Alternative Considered: Leave slope unprotected.
- E. Impact of Non-incorporation: On-going future maintenance issue and costs.

**Change Order No. 07-H**

- A. Description of Change: Asphalt grinding for drainage – miscellaneous locations.
- B. Reason for Change: Required to direct surface drainage to catch basins.
- C. Alternative Considered: None
- D. Impact of Non-incorporation: Improper street drainage and potential private property damage.

**Change Order No. 07-I**

- A. Description of Change: Outside drop manhole.
- B. Reason for Change: Bid Schedule did not include Bid Item for outside drop manholes.
- C. Alternative Considered: None
- D. Impact of Non-incorporation: Drop manhole was required and Contractor was due payment.

**Change Order No. 07-J**

- A. Description of Change: Credit for missing locate wire.
- B. Reason for Change: Contractor missed installation of some pipeline locate wires.
- C. Alternative Considered: Install missing locate wires.
- D. Impact of Non-incorporation: If wires were installed retroactively, damage to newly paved streets would have resulted.

**Change Order No. 07-K**

- A. Description of Change: Damaged sewer lateral repair at 11<sup>th</sup>/Exchange MH.
- B. Reason for Change: Because of high ground water, a sewer lateral was unnoticed and damaged adjacent to a deep manhole installation.
- C. Alternative Considered: None
- D. Impact of Non-incorporation: Property damage to business from sewage backup.

**Change Order No. 07-L**

- A. Description of Change: Additional concrete-related work – SE corner of 12<sup>th</sup>/Jerome and 8<sup>th</sup> St.
- B. Reason for Change:
- C. Alternative Considered:
- D. Impact of Non-incorporation:

Change Order No. 07-M

- A. Description of Change: Credit for City-contracted landscaping.
- B. Reason for Change: Contractor did not complete satisfactory landscaping restoration with its own forces.
- C. Alternative Considered: None
- D. Impact of Non-incorporation: Very unsatisfied adjacent property owners.

Change Order No. 07-N

- A. Description of Change: Credit for City-contracted plumber at 838 Grand (sewer lateral installation).
- B. Reason for Change: Contractor missed installation of sewer lateral.
- C. Alternative Considered: None – City had to correct issue immediately and retained plumber to do so.
- D. Impact of Non-incorporation: Property damage and inconvenience to homeowner.

Change Order No. 07-O

- A. Description of Change: Driveway repair at 10<sup>th</sup>/Irving.
- B. Reason for Change: New street grade resulted in existing driveway removal.
- C. Alternative Considered: None
- D. Impact of Non-incorporation: Very unhappy homeowner. Would not have access to garage.

Signed \_\_\_\_\_