

---

---

# AGENDA

## ASTORIA CITY COUNCIL MEETING

---

---

May 6, 2013

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. **PROCLAMATIONS**
  - (a) Emergency Medical Services Week
6. **PRESENTATIONS**
  - (a) Presentation of Summer Program Guide by Parks and Recreation Department Director Angela Cosby
  - (b) 11<sup>th</sup> Street CSO Separation – Construction Update
7. **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 4/15/13
  - (b) City Council Special Minutes of 4/26/13
  - (c) Boards and Commission Minutes
    - (1) Historic Landmarks Commission Meeting of 3/19/13
    - (2) Library Board Special Meeting of 3/11/13
    - (3) Library Board Meeting of 3/26/13
    - (4) Planning Commission Meeting of 3/26/13
    - (5) Traffic Safety Committee Meeting of 3/26/13
  - (d) Continuation of Libraries ROCC! LSTA Grant, Extending Service to the Unserved (Library)
  - (e) Pedestrian Safety Mini Grant (Police)
8. **REGULAR AGENDA ITEMS**
  - (a) Ordinance regarding Amendment Request (A12-04) by Community Development Director to Adopt the Trails Master Plan and Comprehensive Plan Amendments (2<sup>nd</sup> reading & adoption) (Community Development)
  - (b) Consideration of Draft Council Fiscal Year 2013-2014 Goals
  - (c) Public Hearing – Consideration of Land Trade to Facilitate Development of Williamsport Sports Complex (Public Works)
  - (d) Memorandum of Agreement – Fire Protection for US Coast Guard Facilities at Tongue Point (Fire)
  - (e) Approval for Emergency Repairs to Ladder Truck 2541 (Fire)

- (f) Authorization to Request Architectural and Design Statement of Qualifications – Senior Center Renovation Project (Community Development)
- (g) Authorization to Request Statement of Qualifications – Senior Center Grant Administrator (Community Development)
- (h) Award of Contract for Upper Ridge Blowdown Timber Sale (Public Works)
- (i) Lease Agreement for Clatsop County Net Pen Access Pier (City Manager)
- (j) 17<sup>th</sup> Street Dock Replacement Project – Pay Adjustment #5 (Public Works)
- (k) Heritage Square EPA Brownfield Grant – Request for Authorization to Award Contract for Environmental Consultant Services (Public Works)

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

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



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

April 30, 2013

MEMORANDUM

TO: ASTORIA CITY COUNCIL

FROM: *PB* PAUL BENOIT, CITY MANAGER

SUBJECT: ASTORIA CITY COUNCIL MEETING OF MAY 6, 2013

**PROCLAMATIONS**

**Item 5(a): Emergency Medical Services Week**

The Mayor will proclaim May 19-25, 2013 as Emergency Medical Services Week.

**PRESENTATIONS**

**Item 6(a): Presentation of Summer Program Guide by Parks and Recreation Department Director Angela Cosby**

**Item 6(b): 11<sup>th</sup> Street CSO Separation – Construction Update**

Construction in the 8<sup>th</sup> Street and Commercial intersection was completed on Monday, April 22, 2013 and was reopened to traffic by that afternoon. The City's contractor, Trapani, Inc., completed this work on schedule despite the delays that were associated with the presence of historic trolley tracks. Pavement markings (crosswalk stripes, arrows, etc.) within the 8<sup>th</sup> Street and Commercial intersection are temporary and will be replaced with permanent, thermoplastic pavement markings once the new concrete intersection has sufficiently cured for a minimum of 28 days. This work is expected to take 8-10 hours and scheduled for the end of May. The contractor is currently working on 8<sup>th</sup> Street between Commercial Street and Franklin Avenue, installing water, sewer, and storm pipe, rebuilding the street, and replacing certain sections of sidewalk. They are also working on installing new storm pipe on 10<sup>th</sup> Street between Exchange Street and Grand Avenue.

Tapani, Inc., has provided the following schedule of anticipated work for the next two weeks:

- Construction on 8<sup>th</sup> Street between Commercial Street and Franklin Avenue is expected to continue through mid-May. 8<sup>th</sup> Street will be closed to through traffic in this area. There will be intermittent intersection closures on 8<sup>th</sup> Street during this time. There will be at least one traffic lane open at night and on the weekends through these intersections.
- Construction on 10<sup>th</sup> Street will continue up the hill (south) from Exchange Street to Kensington Avenue over the next several weeks. There will be short-term road closures associated with this work.

NW Natural is relocating gas lines within the project area. They are expected to be working on 8<sup>th</sup> Street between Exchange Street and Irving Avenue over the next several weeks.

## **CONSENT CALENDAR**

### **Item 7(a): City Council Minutes**

At the time of the preparation of this agenda packet, the minutes of the City Council meeting of April 15, 2013 had not been completed. These minutes will be provided at a later date for your review.

### **Item 7(b): City Council Minutes**

The minutes of the special City Council meeting of April 26, 2013 are enclosed for review. Unless there are any corrections, it is recommended that Council approve these minutes.

### **Item 7(c): Boards and Commissions Minutes**

The minutes of the (1) Historic Landmarks Commission meeting of 3/19/13, (2) Library Board special meeting of 3/11/13, (3) Library Board meeting of 3/26/13, (4) Planning Commission meeting of 3/26/13, and (5) Traffic Safety Committee meeting of 3/26/13, are enclosed. Unless there are any questions or comments regarding the contents of these minutes, they are presented for information only.

### **Item 7(d): Continuation of Libraries ROCC! LSTA Grant, Extending Service to the Unserved (Library)**

In 2010, 2011, and 2012, Council authorized Library staff to submit a grant application titled Libraries ROCC! Rural Outreach to Clatsop County. The

main goal of each of the three years of grants was to provide a no fee library card to every child in Clatsop County, ages birth through high school, who is not served by a tax supported library. These three Library Services and Technology Act (LSTA) grants totaled \$226,780 in grant funds over three years. The steering committee agreed to request two more years of LSTA funding for the reading outreach project. Applications were due to the Oregon State Library by April 12, 2013. Due to the short time frame for submittal of the application, staff prepared and submitted the attached application for consideration. The LSTA grant application amount is \$95,040. A detailed description of the project is included in the grant application. It is recommended that Council authorize submittal of the LSTA Libraries ROCC! Reading Outreach in Clatsop County grant application.

**Item 7(e): Pedestrian Safety Mini Grant (Police)**

The Police Department has sought a grant to conduct pedestrian safety operations. The grant reimburses the City for work done on Pedestrian Safety Operations which are defined as: "an intensive direct team law enforcement activity conducted at or near targeted pedestrian crossing locations within targeted time frames." The Department plans to conduct at least one of these operations during the evening hours consistent with the most frequent time of occurrence in pedestrian/vehicle crashes in Astoria. The Mini Grant is for the amount of \$1,404.00. This amount is expected to fund three operations. All funds must be expended by September 15, 2013. Because of short timelines available in obtaining the grant, the Department has applied for the grant and has had it awarded. It is recommended that Council approve acceptance of the Pedestrian Safety Mini Grant.

**REGULAR AGENDA ITEMS**

**Item 8(a): Ordinance regarding Amendment Request (A12-04) by Community Development Director to Adopt the Trails Master Plan and Comprehensive Plan Amendments (2<sup>nd</sup> reading & adoption) (Community Development)**

The City has partnered with the National Park Service (NPS) to conduct a trails inventory and develop an updated Trails Master Plan. The trails master planning process was managed by the Community Development Department and the Plan was created with assistance from the Lewis and Clark National Historical Park's Community Assistance Program. The process included an inventory of existing trails and conditions, multiple public open house meetings, questionnaires / surveys, and development of a master plan for trail development, maintenance, and use within the City. Community Development Department staff worked closely with the

Parks and Recreation Department in developing the draft Plan. Information gathered from the numerous public meetings, interviews, and surveys was consolidated by the NPS intern and formulated into specific recommendations and priorities on potential new trails, signage, maintenance, safety, and enforcement. The results of each of the surveys are included in the Appendix section of the Plan. The draft Plan and proposed Comprehensive Plan amendments were presented and recommended for approval by the Parks Board on February 25, 2013 and by the Astoria Planning Commission on March 26, 2013. The City Council held a public hearing and first reading of the proposed ordinance at its April 15, 2013 meeting. It is recommended that Council adopt the Trails Master Plan and Comprehensive Plan amendments as recommended by the Planning Commission. If the Council is in agreement with the recommendation of the Planning Commission, it would be in order for Council to conduct a second reading and adoption of the Ordinance and Findings of Fact.

**Item 8(b): Consideration of Draft Council Fiscal Year 2013-2014 Goals**

The City Council held a work session to set goals for Fiscal Year 2013-2014 on January 25, 2013. From that work session a list of Council goals was drafted and posted on the City website for public review. In addition, the draft goals were discussed at the City Council meetings of February 4, 2013 and March 4, 2013 and articles reviewing the goals were published in the January 28, 2013 and January 29, 2013 editions of The Daily Astorian. 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 2013-2014.

**Item 8(c): Public Hearing – Consideration of Land Trade to Facilitate Development of Williamsport Sports Complex (Public Works)**

At its April 21, 2013 meeting, the City Council authorized staff to notify surrounding property owners that they were welcome to provide testimony regarding a proposed exchange of City-owned property for privately-owned property near the intersection of Williamsport Road and Highway 202 at the May 6, 2013 Council meeting. Based on public testimony, the Council may wish to approve the exchange as presented, modify the exchange, or reject the exchange. If the Council approves the exchange as presented, the City Attorney would prepare necessary documents to be considered at a future Council meeting. It should be noted that an additional parcel of land within the 1st and Commercial slide area, (89 7DB tax lot 8700), was added to the property to be acquired by the City. Although the parcel has minimal economic value, it is surrounded by City property and may be needed at some future date for utility installation. It

is recommended that the City Council invite public testimony regarding the property exchange. After public comment, it is recommended that Council determine if they approve, would like to modify, or reject the exchange.

**Item 8(d): Memorandum of Agreement – Fire Protection for U.S. Coast Guard Facilities at Tongue Point (Fire)**

U.S. Coast Guard (USCG) facilities at Tongue Point are located outside of Astoria City limits. Recently, the USCG expressed interest in establishing an agreement that would allow for fire protection and emergency medical services to these facilities. The attached Memorandum of Agreement (MOA) was negotiated with the USCG and satisfies their need for emergency services. Termination of the agreement is possible by either party upon 30 days written notice. This Memorandum of Agreement has been reviewed and approved by the City Attorney. It is recommended that Council approve the Memorandum of Agreement between the City of Astoria and the USCG for fire protection and emergency medical services to the Coast Guard facilities located at Tongue Point, Astoria, Oregon.

**Item 8(e): Approval for Emergency Repairs to Ladder Truck 2541 (Fire)**

The City of Astoria Fire Department ladder truck is a 1988 Simon Duplex LTI 75 foot aerial fire apparatus. The truck has accumulated 47,800 miles. At the time Ted Ames was appointed Fire Chief, Public Works and Fire Department personnel advised him the ladder truck was in need of serious repair, maintenance and Underwriters Laboratories Acceptance and Approval testing. Without the immediate repair of these items, while the ladder truck was useful, it was unsafe and unreliable. The Public Works Department had previously received a quote for the repairs in the amount of \$15,425.00 dated December 12, 2012 from a fire apparatus repair vendor in Hillsboro, Oregon. Chief Ames contacted a second vendor based in Springfield, Oregon and received a quote of \$12,030.00 dated February 21, 2013. Chief Ames advises that the second quote was from a reputable repair facility and, given the emergency nature of the repairs, was directed to proceed. The repairs to ladder truck 2541 have been completed with the final invoice of \$10,478.88 which is \$1,551.12 under the original quote. It is recommended that Council authorize the payment of the emergency repairs performed on ladder truck 2541 in the amount of \$10,478.88 to Hughes Fire Equipment, Inc.

**Item 8(f): Authorization to Request Architectural and Design Statement of Qualifications – Senior Center Renovation Project (Community Development)**

The Astoria Senior Center Grant includes a fixed budget of \$115,000 for architectural and engineering services for design and supervision of the

renovation project. In order to initiate the process, staff prepared a Request for Statement of Qualification (SOQ) to be distributed to architectural firms. It is anticipated that the contract will be awarded on July 2, 2013. The selection process will be managed by City staff. Firms will be evaluated based criteria outlined in the attached SOQ. Staff has proposed a compressed time schedule so that design work can begin in July. It is recommended that Council authorize staff to advertise a request for Statements of Qualifications from architectural and design firms for the renovation of the Astoria Senior Center.

**Item 8(g): Authorization to Request Statement of Qualifications – Senior Center Grant Administrator (Community Development)**

The Community Development Block Grant (CDBG) that was awarded to the City to renovate the Astoria Senior Center requires that a grant administrator be appointed to monitor, track, and report project expenditures. This individual would ensure that all State and Federal funds are properly expended in accordance with the grant agreement. Because management of the CDBG is time intensive, City staff does not have the capacity to carry out this activity. Furthermore, Federal regulations preclude the City from charging the grant for regular salaried staff time used to administer the grant. Therefore, it is necessary to issue a Statement of Qualifications (SOQ) to firms or individuals who can perform the activities contained in the attached Scope of Work. After qualifications are evaluated, a recommendation will be brought to the Council for their consideration. It is requested that the Council authorize staff to issue an SOQ for a Grant Administrator based on the attached Scope of Work.

**Item 8(h): Award of Contract for Upper Ridge Blowdown Timber Sale (Public Works)**

At their March 18, 2013, meeting, Council authorized staff to solicit bids for a timber sale in the City's Watershed. The timber sale is being offered to remove timber blown down during the winter 2013 storms. The sale will remove the blowdown trees and remove additional trees to a point below the ridgeline to minimize future blowdown occurrences, and minimize fire risks.

The following bids were received on April 25, 2013, and are quoted as gross revenue based on the advertised volume:

Hampton Tree Farms, Inc.	\$159,883.20
Sanders Wood Products	\$147,840.00



With the addition of the non-bid species, the estimated gross revenue will be \$172,000.00. The net revenue, after reforestation and project costs, is estimated at \$152,000.00. It is recommended that City Council award a contract to Hampton Tree Farms, Inc., for the Upper Ridge Blowdown Timber Sale.

**Item 8(i): Lease Agreement for Clatsop County Net Pen Access Pier (City Manager)**

Clatsop County accesses and maintains the salmon net pens supporting the Youngs Bay Terminal Fishery via a City-owned pier located at the southeast corner of the City's "Yacht Club Property". In a recent winter storm, the pier was heavily damaged. With County assistance the City secured a grant from the Oregon Department of Fish and Wildlife to make needed repairs. Total cost of the work was \$41,820.84, inclusive of a \$10,000 match. Clatsop County agreed to contribute 50% of the required match.

To account for their contribution and to address possible future structural repair requirements, staff is proposing that Council consider entering into a revised Lease Agreement with Clatsop County. Enclosed for Council's information are the 2010 Agreement that is currently in effect and the proposed revised Lease Agreement. The proposed Lease Agreement, drafted by the City Attorney and approved by Clatsop County Counsel, addresses the contribution of the grant match and future repairs in Section 1. A new Section 9 has been added to address a County request to have opportunity to consider acquisition of the Yacht Club site to protect their interest in the net pen operations should the City ever consider a sale of the property. It is recommended that Council authorize entering into a revised Lease Agreement with Clatsop County for use of the City-owned "Clatsop Net Pen Access Pier".

**Item 8(j): 17<sup>th</sup> Street Dock Replacement Project – Pay Adjustment #5 (Public Works)**

On June 25, 2012, the Astoria City Council awarded a construction contract to Bergerson Construction in the amount of \$4,266,137.00 for the 17<sup>th</sup> Street Dock Replacement Project. The project construction commenced on September 1, 2012 and is currently scheduled for completion by early-mid June 2013.

Following is a summary of the pay adjustments to date:

Pay Adjustment (Described below)	Amount	Contract Amount	Contingency Balance	Contingency Balance Percent
		\$4,266,137.00	\$400,000.00	100%
1	(\$23,297.00)	\$4,242,840.00	\$423,297.00	106%
2	\$11,934.84	\$4,254,774.84	\$411,362.16	103%
3	\$50,053.18	\$4,304,828.02	\$361,308.98	90%
4	\$62,820.78	\$4,367,648.80	\$298,488.20	75%
5	\$93,818.99	\$4,461,467.79	\$204,669.21	51%

( ) = credit

- Pay Adjustment #1 - Multiple credits to the project and added Additive Bid Item #2 - Replacement of the Floating Dock Piles.
- Pay Adjustment #2 - Additional credits and added utility costs.
- Pay Adjustment #3 - Miscellaneous additional utility work and the addition of guardrail improvements.
- Pay Adjustment #4 – Electrical system components.
- Pay Adjustment #5 (Current) – Mooring Camels, Floating Dock Repairs and miscellaneous items.

The current pay adjustment represents multiple structural modifications/ adjustments and dock details determined necessary during the process of constructing the dock. It is recommended that the Astoria City Council authorize Pay Adjustment #5 which will result in a contract increase of \$93,818.99. It is anticipated that this will be the final pay adjustment, leaving 50% of the Contingency Fund reserved for the project unexpended.

**Item 8(k): Heritage Square EPA Brownfield Grant – Request for Authorization to Award Contract for Environmental Consultant Services (Public Works)**

In late 2011/early 2012, the Oregon Department of Environmental Quality (DEQ) provided a grant to the City in the amount of \$50,000 to further analyze the presence of any contaminants at the Heritage Square site. In early 2012, a representative from Business Oregon informed staff of a grant opportunity which could provide additional funds for site assessment and also remediation, if required. The grant would be provided through the Environmental Protection Agency's (EPA) Brownfield Multi-Purpose Pilot Grant program.

Grant funds in the amount of \$400,000 (\$200,000 for assessment and \$200,000 for remediation) were requested and subsequently awarded in September 2012. A no cash match is required for assessment work and a 10% cash match for remediation work. The cash match is proposed to come from the Astor-East Urban Renewal fund and/or the Capital Improvement Fund.

At the December 17, 2012 City Council meeting, staff received authorization to solicit a Request for Qualifications (RFQ) for an Environmental Consultant. Responses were received from nine firms. They are listed in the order in which they scored in our evaluation: AMEC, GeoEngineers, Geosyntec, Maul Foster Alongi, Cardno, Ash Creek-Apex, GeoDesign, Berger ABAM and Coles Environmental. All nine firms specialize in environmental engineering.

AMEC was determined to be the best fit for this project. They presented the most complete understanding of the project, with a thorough, well thought out scope of work. Staff has negotiated a scope of work and contract compatible with the project goals as outlined in the project work plan. The scope of work has been reviewed and approved by both the Oregon DEQ and the EPA. The remaining \$63,000 will be available for DEQ project management oversight costs as identified in the grant documents. It is recommended that City Council execute a contract with AMEC for a total not to exceed amount of \$337,000 for environmental engineering services on the Heritage Square EPA Brownfield Grant Project.

MANAGERAGENDAAGENDA MEMO 4-15-13.DOC



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

## PROCLAMATION

**WHEREAS**, emergency medical services is a vital public service; and

**WHEREAS**, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

**WHEREAS**, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

**WHEREAS**, the emergency medical services system consists of emergency physicians, emergency nurses, emergency medical technicians, paramedics, firefighters, educators, administrators and others; and

**WHEREAS**, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

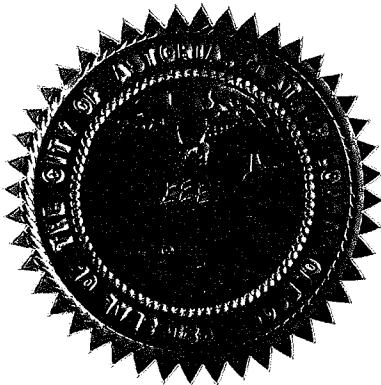
**WHEREAS**, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week; now

**NOW, THEREFORE**, I, Willis L. Van Dusen, Mayor of Astoria, do hereby proclaim the week of May 19-25, 2013, as

## EMERGENCY MEDICAL SERVICES WEEK

With the theme, **EMS: One Mission. One Team**, I encourage the community to observe this week with appropriate programs, ceremonies and activities.

**IN WITNESS WHEREOF**, I have herewith set my hand and caused the Seal of the City of Astoria to be affixed this 6<sup>th</sup> day of May, 2013.



\_\_\_\_\_  
Mayor



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

April 26, 2013

**MEMORANDUM**

TO: MAYOR AND CITY COUNCIL

FROM:  PAUL BENOIT, CITY MANAGER

SUBJECT: **11<sup>th</sup> STREET CSO SEPARATION – CONSTRUCTION UPDATE**

**PROJECT UPDATE**

Construction in the 8<sup>th</sup> St and Commercial intersection was completed on Monday, April 22<sup>nd</sup> and was reopened to traffic by that afternoon. The City's contractor, Tapani Inc., completed this work on schedule despite the delays that were associated with the presence of historic trolley tracks. Pavement markings (crosswalk stripes, arrows, etc.) within the 8<sup>th</sup> St and Commercial intersection are temporary and will be replaced with permanent, thermoplastic pavement markings once the new concrete intersection has sufficiently cured for a minimum of 28 days. This work is expected to take 8-10 hours and scheduled for the end of May.

Tapani Inc. is currently working on 8<sup>th</sup> St between Commercial and Franklin, installing water, sewer, and storm pipe, rebuilding the street, and replacing certain sections of sidewalk. They are also working on installing new storm pipe on 10<sup>th</sup> St between Exchange and Grand.

**PROJECT SCHEDULE**

Tapani Inc. has provided the following schedule of anticipated work for the next two weeks:

- Construction on 8<sup>th</sup> St between Commercial and Franklin is expected to continue through mid-May. 8<sup>th</sup> St will be closed to through traffic in this area. There will be intermittent intersection closures on 8<sup>th</sup> St during this time. There will be at least one traffic lane open at night and on the weekends through these intersections.
- Construction on 10<sup>th</sup> St will continue up the hill (south) from Exchange to Kensington over the next several weeks. There will be short-term road closures associated with this work.

NW Natural is relocating gas lines within the project area. They are expected to be working on 8<sup>th</sup> St between Exchange and Irving over the next several weeks.

Submitted By:   
Ken P. Cook, Public Works Director

Prepared By:   
Cindy D. Moore, City Support Engineer

**CITY OF ASTORIA**  
Corner of 11<sup>th</sup> and Duane Streets  
Astoria, Oregon  
April 26, 2013

**CITY COUNCIL JOURNAL OF PROCEEDINGS**

A special meeting of the Astoria Common Council was held at the above place at the hour of 11:00 a.m.

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

Staff Present: Community Development Director Brett Estes, Parks Director Angela Cosby, Parks Maintenance Supervisor Elkins, Planner Rosemary Johnson, and Senior Engineering Technician Dean Zeisbrich.

**Unveiling of Garden of Surging Waves Signs**

Mayor Van Dusen welcomed those in attendance. The Mayor, City Council and staff unveiled two Garden of Surging Waves signs that explain the parks development phases and provides an image of the finished park.

**Adjournment:**

There being no further business, the meeting adjourned at 11:16 a.m.

---

Julie Lampi  
Executive Secretary

## HISTORIC LANDMARKS COMMISSION MEETING

City Council Chambers

March 19, 2013

### CALL TO ORDER – ITEM 1:

A regular meeting of the Astoria Historic Landmarks Commission (HLC) was held at the above place at the hour of 5:15 p.m.

### ROLL CALL – ITEM 2:

Commissioners Present: President LJ Gunderson, Vice President Michelle Dieffenbach, Commissioners Jack Osterberg, Paul Caruana, and Kevin McHone.

Commissioners Excused: Thomas Stanley, one vacancy

Staff Present: Planner Rosemary Johnson; Community Development Director Estes arrived at 6:10 p.m.

### APPROVAL OF MINUTES – ITEM 3(a): February 19, 2013

President Gunderson asked if there were any changes to the minutes. There were none.

Commissioner Caruana moved to approve the minutes of February 19, 2013 as presented; seconded by Commissioner Osterberg. Motion passed unanimously.

### 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.

The HLC continued to Public Hearings Item 4(b): EX13-02 at this time.

### ITEM 4(a):

EX13-01 Exterior Alteration EX13-01 by Walt Postlewait to remove the east front stairs and reconstruct west front stairs on the north elevation of an existing residential structure at 811 - 813 Franklin in the R-3, High-Density Residential zone.

This agenda item was addressed following Public Hearings Item 4(c).

President Gunderson asked if anyone objected to the jurisdiction of the 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. Commissioner Caruana stated the Applicant used to be his banker. He believes he could make an impartial decision on this application as he currently has no financial connection with the applicant. President Gunderson requested a presentation of the Staff report.

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

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

Walt Postlewait, 36468 River Point Drive, Astoria, believed the application included a request for a Code variance to keep the slope of the steps at 10 $\frac{3}{4}$ " by 7 $\frac{1}{2}$ ". Planner Johnson explained that is a Building Code issue that does not come before the HLC; it will be handled separately. Mr. Postlewait explained he is trying to keep the project within the existing footprint to avoid encroachment issues.

Commissioner Osterberg asked if the Building Official supports a minor change to the stair tread and Planner Johnson administratively approves a Code variance on the slope of the steps, would that substantially change any information in the Staff report. Planner Johnson answered no; the City Engineer and Building Official would work with the Applicant on how the steps are constructed. The actual rise and run of the steps is not an issue the HLC needs to address.

President Gunderson asked if there were any presentations by persons in favor of, impartial to or against the application. Hearing none, she closed the public testimony portion of the hearing and called for Commission discussion and deliberation.

Vice President Dieffenbach believed the repairs are necessary and did not have any issues with how the Applicant is trying to replicate the front's appearance, which was appropriate, as is working within the Code and the building inspector to get the stairs to work. It is a good solution.

Commissioner Osterberg supported the application and the findings. He noted that Staff's Finding 4 is partially contained in Criteria 2, which states that the stairs are not historic and have not acquired historic significance over the years, which identifies how Criterion 4 is met. He agreed that all of the criteria have been met.

Vice President Dieffenbach moved that the Historic Landmarks Commission adopt the Findings and Conclusions contained in the Staff report and approve Exterior Alteration EX13-01 by Walt Postlewait with conditions; seconded by Commissioner Caruana. Motion passed unanimously.

President Gunderson read the rules of appeal into the record.

President Gunderson stated for the record that Community Development Director Estes has arrived at 6:10 p.m. and that no audience is present.

The Historic Landmarks Commission proceeded to Item 5 New Business.

ITEM 4(b):

EX13-02 Exterior Alteration EX13-02 by James and Pamela Holen to remove the central chimney and install 2 x 4 flush mounted skylights on the north and south roof elevations of an existing residential structure at 877 14th Street in the R-3, High Density Residential zone.

This agenda item was addressed following Item 3(a) Approval of Minutes.

President Gunderson asked if anyone objected to the jurisdiction of the 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. Commissioner Osterberg stated he knows the applicants through his membership in the Lower Columbia Preservation Society (LCPS) but believes he could review the application impartially. President Gunderson requested a presentation of the Staff report.

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

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

Jim Holen, 877 14<sup>th</sup> Street, thanked Planner Johnson for her presentation. He noted the HLC had been given the same drawings showing the mold, mildew and fungus, which have become a health and safety concern for his family members, particularly himself. He believes he contracted a lung infection of some kind while installing insulation in the attic and does not want anyone else in or coming to the house to have the same problems. A five-foot wide stairway goes up into the attic. The walls of the stairway are lathe and plaster. The Applicant intends to apply for a permit to insulate around the rafters and increase the venting. The attic reaches 110 to 120 degrees in the summertime causing items like stored candles to melt. During the winter, the attic maintains the outdoor temperature, so heat was being lost. He asked if there were any questions.



Commissioner Caruana asked if additional roof vents would be added. Mr. Holen replied he has already had three additional vents installed for a total of five vents, which should be sufficient. He would like to enhance the airflow through the four-foot overhang currently in place. Planner Johnson added she has been working with Mr. Holen and Clean Energy Works Oregon (CEWO). An energy assessment will be completed and then recommendations will be made. CEWO contacted her about potential ridge or soffit venting, which Planner Johnson would approve administratively if used.

President Gunderson called for any presentations by persons in favor of, impartial to or against the application. Hearing none, she closed the public testimony portion of the hearing and called for Commission discussion and deliberation.

Vice President Dieffenbach believed the project would be an asset to the house. She was concerned about installing flush skylights as they are notorious for leaking in coastal environments.

Commissioner Caruana stated he was not in favor of cutting a hole in a perfectly good roof, but understood the need for additional light. Mr. Holen explained that the skylight would be installed in the same opening as the chimney.

Commissioner McHone stated he was in favor of the application. He believed the roofline of a Prairie style house is an important architectural feature; however, the visual impact of the skylights will be negligible on the roofline of this Prairie style house.

President Gunderson stated she was in favor of the application. The Applicants have come before the HLC before and have followed the Commission's guidance and are doing a beautiful job on the house.

Vice President Dieffenbach moved that the Historic Landmarks Commission adopt the Findings and Conclusions contained in the Staff report and approve Exterior Alteration EX13-02 by James and Pamela Holen; seconded by Commissioner Caruana. Motion passed unanimously.

President Gunderson read the rules of appeal into the record.

#### ITEM 4(c):

EX13-03 Exterior Alteration EX13-03 by Peggy Mills to remodel the garage to include raising the height by approximately 2 feet; change the flat roof to a pitch roof; install horizontal fiber cement siding on three sides; install steel garage doors; replace the existing T1-11 skirting on the house with horizontal fiber cement siding on an existing single family dwelling at 305 Alameda in the R-3, High Density Residential zone.

President Gunderson asked if anyone objected to the jurisdiction of the 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. Vice President Dieffenbach declared that she has hired the Applicant in the past, but believes she can make an impartial decision on this application. She confirmed that she has no financial interest in this project. President Gunderson requested a presentation of the Staff report.

Planner Johnson presented the Findings and Conclusions contained in the Staff report and recommended approval with conditions.

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

Greg Mills, 305 Alameda, Astoria, explained that the garage building is not usable in its current state being severely deteriorated. The trusses were originally hand hewn out of 2 x 12s, which have dry rotted and become an eyesore on the property. The building does not match the property whatsoever. He considered bulldozing the building and filling the space since the building is useless, but raising the height by 24 inches will allow a standard sized garage door to be installed so a moderately sized vehicle could fit and prevent people from needing to duck as they enter if used as a potting shed.

His biggest concern is the siding on the house. The previous owners made some repairs to the foundation of the house using T1-11 with faux wood grain, which looks obnoxious. He would like to replace this with 4-inch reveal shiplap. However, this is not currently available so the Applicants opted to use smooth or no grain Hardiplank with a 6-inch reveal lap because the upper gable on all sides of the house has 6-inch reveal shingle, as shown in the pictures provided. Hardiplank is an available material that will last forever. His goals are to remedy some of the eyesores on the property and also make improvements that will last another 110 years.

He may not add a new window or vent in the gable end of the garage, as it will be difficult to make it look appropriate. A small architectural detail may be added instead, but he doubted that anything would be put in the gable. It would not be large and a vent or window would actually be an eyesore and detract from the facade.

Commissioner McHone understood Hardiplank is lap siding that replicates cedar siding and overlaps the board below; it was not shiplap which is flush to the wall. Mr. Mills confirmed Hardiplank is lap siding, where one layer overlaps the next layer. He believes it is probably the best siding system available for the coastal weather.

Vice President Dieffenbach asked why the Applicant chose to remodel the slope of the roof to match the house. Mr. Mills stated he wanted to increase interior volume and make the garage tie into the house and look as if it were built at the same time. He is proud of his Queen Anne style house, which is fairly narrow and tall. The subject building currently has a flat dome shape and is substantially subterranean with very little showing above ground.

Vice President Dieffenbach said she is concerned because most roof garages in town have a lower pitch. Raising the height and increasing the pitch will make the garage much more dominant on the facade of the site. Mr. Mills stated he has drawn about 15 different roof pitches. He has also driven around town to look at other garages that have roof pitches that match the house, as well as some that did not match. The property will not look right from the street unless the roof of the garage matches the house. The building is not very big and the volume of the new roof will not increase much. If the garage is not aesthetically pleasing, he does not want to complete the project. He would be happy to provide the HLC with his other drawings, but he prefers the one with matching roof slopes. Most subterranean garages in town were constructed after the houses and do not match the houses or the properties. He wants to tie the garage to the house for aesthetic reasons so the garage looks like it belongs on the property and was built at the same time as the house. This is important to him. He could make the building functional in many different ways, but he wants it to look right.

Commissioner Caruana noted the proposed roof would have a 5:12 pitch, but from the drawing, the house roof was more like a 10:12 pitch. Mr. Mills explained the roof of the house has a closer to a 6:12 pitch. Prior to starting construction, he will have to measure the actual pitch of the roof on the house. He did not want to do this in the wintertime.

Commissioner Caruana asked if the soffit detail and the fascia on the garage would also match the house. He wanted to know if the gable would extend out the same distance as the gable on the house. Mr. Mills stated that the house has a 6-inch gable. Commissioner Caruana noted the house also has a darker colored freeze board. Flat roofs can be dangerous, as kids will jump off of them. He supports a roof that matches the house, and the more the garage matches the house, the better.

Mr. Mills stated he has refined his drawing since submitting the application, and would like to do the eave returns on the short roof which had the same materials as the other roof. The problem was they extend 14-inches off the front and he did not want the overhang to extend further into the right-of-way and encroach on the sidewalk. Trim work would make the garage look more like the house without extending the overhang. He indicated rain catchers and assumed gutters over the sidewalk would cause accidents. Given the elevation on the low side, as well as the driveway, these gutters could be in the way if the overhangs were extended. He proposed a 6-inch overhang, which is consistent with what currently exists. When he purchased the property, there was a sundeck bolted on top of the garage which was removed 16 years ago. The building has gone through several different revisions, but his goal is to have a 24 inch extension on the low side. Currently, there is an 18-inch pony wall there so the proposed project will not increase the wall height as much as it may seem given the two different elevations. The low side would be raised 24-inches and the high side might be about 8½ to 9 inches.

Planner Johnson commented that extending the returns out far enough to encroach into the sidewalk area would require approval by the City Engineer. Because 90 percent of the garage is in the right-of-way, the City Engineer will have concerns with the headspace clearance for any encroachment. Commissioner Osterberg suggested adding gutters if it was structural stating guttering is a possible encroachment that the City Engineer may permit. Planner Johnson noted the returns were not at the proper height, and confirmed that gutters were considered by the City to be the same as anything structural with regard to encroachments.

President Gunderson believed that could be accomplished with lines, not necessarily physical modifications. Mr. Mills agreed trimming it out would work. He added he wanted to replicate the house as it looks when standing 10 feet away or driving by so that the architectural lines appear to be the same without the encroachment. He does not intend to extend the eave line out over the front of the building farther than what currently exists. Planner Johnson confirmed she is able to approve any gutter additions, with or without the returns, and would work with the Applicant and City Engineer to make the project work.

Commissioner McHone recalled that Commissioner Caruana supported the garage replicating the house and asked for Commissioner Caruana's opinion on the addition of a window or vent. Commissioner Caruana stated he would like to see the garage look exactly like the house. He favored raising the structure and making the roof a pitched roof; however, it is important that the garage look just like the house, because the more the garage looks like the house, the less it will take away from the house. He would scratch the 5:12 pitch and just state that the pitch is to match the main pitch on the house. He believes more people should upgrade these garages. Mr. Mills stated he is not opposed to adding a window. It would serve no purpose other than for appearance. His concern is that the window would be very narrow and tall. The window would need to be relocated in the wall and would create a large structural hole. The trusses will be hand cut. Commissioner Caruana stated he liked the idea of a vent. Commissioner McHone liked the idea of a vent as well. A metal vent can provide a small bit of architectural interest in an English Cottage style garage. Mr. Mills stated he is not opposed to installing a vent and prefers a vent to a window.

President Gunderson asked if the two gables on the sides of the house have windows. Mr. Mills replied every gable on the house has a window and each window is a different size. The man who built the house also built the houses above and below it, but was not consistent in his construction methods. The house above is the same house with two more floors. The house below was almost demolished in the Columbus Day Storm, but after being rebuilt, it no longer resembles the original structure. The builder of the houses did not build the garage, which was built in the 1920s.

President Gunderson asked if there were any presentations by persons in favor of, in partial to or against the application. Hearing none, President Gunderson called for closing comments.

Planner Johnson asked if a condition is being added, stating, "A window or vent shall be installed in the gable end." President Gunderson believed that decision should be made by the Applicant and Planner Johnson. Commissioner Osterberg believed the Staff report should be left as presented. The HLC was just expressing some interest and possibly a slight preference that there be something in place as opposed to a blank wall. It was not a requirement.

President Gunderson closed the public hearing and called for Commission discussion and deliberation.

Commissioner McHone stated his only concern was the height, which was discussed. Based on the drawings, it appears as if the total height increase would be between four and five feet, which is significant. The presence of the building would increase as viewed against the house. He agreed with Commissioner Caruana's statement that the more the garage is made to look like the house, the more the impact to the house is diminished. He is in favor of the application.

Commissioner Caruana moved that the Historic Landmarks Commission adopt the Findings and Conclusions contained in the Staff report and approve Exterior Alteration EX13-03 by Peggy Mills with conditions; seconded by Vice President Dieffenbach. Motion passed unanimously.

President Gunderson read the rules of appeal into the record.

The HLC returned to Item 4(a): EX13-01 at this time.

NEW BUSINESS – ITEM 5(a):

Special Assessment Request by Rose Marie Paavola for 431-433 13<sup>th</sup> Street.

Planner Johnson presented the Staff report, which recommends approval of the Special Assessment. Upon HLC recommendation, she will send a letter of support or denial to the State Historic Preservation Office (SHPO) on March 20, 2013.

Commissioner Osterberg stated it appears that the Applicant has completed all of the different elements of the Preservation Renovation Plan. Planner Johnson confirmed that is correct. The Applicant is working with SHPO and on a project like this, sometimes the application date is the date that the initial assessment is completed. Special Assessments freeze the assessed value of the property. Because Special Assessments are only reviewed and approved periodically, SHPO allowed the work to be completed while in the application process so as not to delay their decision on the Special Assessment.

Commissioner Osterberg stated the process appears backward and inappropriate, although it is not. All of the work that is normally identified for a plan typically stretches out over a period of years, which is why Special Assessments are necessary. Commissioner McHone noted the work has already been done, so it was interesting that the application is just being processed now. Planner Johnson clarified the application has been in the process since the fire. The work needed to be done, so the Applicant developed a plan and proceeded with a lot of the work, but that was with SHPO's approval. The idea of a Special Assessment allows the money saved from the taxes to be invested back into the home or building. In this case, the Applicant can use that money to repay her loan each year. The cost is still spread out for her even though the work has been completed.

Commissioner Osterberg explained the application appeared different from what he is used to seeing. It is great that the work has already been completed and that the owner has already been working with SHPO. Director Estes added it was good that SHPO was willing to work with the Applicant to allow construction to proceed. With the Plan already in process, she is able to start collecting rent revenue. Planner Johnson said SHPO has been very supportive of some unique projects in Astoria. President Gunderson added the HLC has also been supportive of this project and it would be a shame to deny the approval.

Commissioner McHone moved that the Historic Landmarks Commission recommend that SHPO approve the Special Assessment program for 431-433 13<sup>th</sup> Street, seconded by Commissioner Osterberg. Motion passed unanimously.

Vice President Dieffenbach asked for clarification about the second paragraph in the letter from SHPO. Planner Johnson explained that the new Special Assessment Program defers the design review process to local CLGs when local Code requires a review. Once the HLC completes a review, Planner Johnson contacts SHPO to get their concurrence. Director Estes added that local landmark commissions have more involvement now which expedites the process. Planner Johnson stated each time she or the HLC reviews an alteration, SHPO is contacted to make sure they have no problems with the project.

Vice President Dieffenbach asked how likely SHPO would be to deny concurrence. Planner Johnson replied that SHPO would generally defer to the local commission's decision. She usually ensures concurrence with SHPO before presenting a request to the HLC.

President Gunderson asked if this property should be nominated for the Dr. Edward Harvey Historic Preservation Award. Planner Johnson stated she would have Staff add it to the list of nominees. President Gunderson added that the property could be nominated for next year's award if the work is not 100% complete. Planner Johnson believed the work has been completed.

Commissioner Osterberg asked if the owner had plans for the storefront. Planner Johnson explained the owner operates Columbia Travel out of the storefront. The upstairs apartments have been restored and included Murphy beds, which were original to the building.

REPORTS OF OFFICERS/COMMISSIONERS – ITEM 6(a):

Planner Johnson has included status report photographs of the following: NC11-01 for 229 West Marine and EX13-03 for 2042 Marine. The projects are complete and conditions have been met. This status report is for Commission information.

Planner Johnson corrected that "EX13-03" on the agenda should read "EX12-03". The status report for NC11-01 was not included in the packet and was presented to the HLC at the meeting.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 6:20 p.m.

ATTEST:

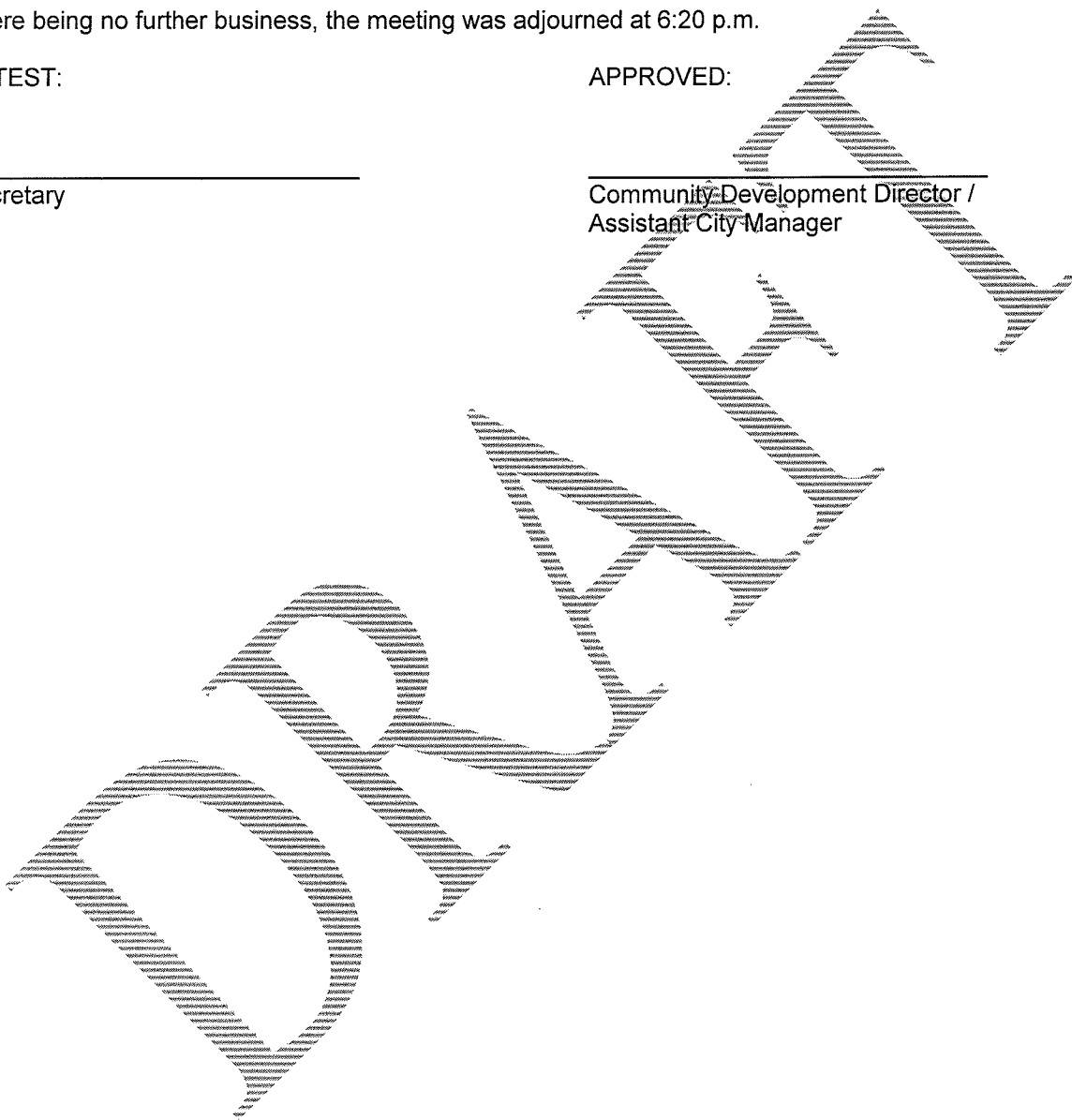
APPROVED:

---

Secretary

---

Community Development Director /  
Assistant City Manager



Astoria Public Library  
Astoria Library Board Special Meeting  
March 11, 2013  
3:30 p.m.

**Present:** Library Board members David Oser, Gregory Lumbra, Arlene LaMear, and Susan Brooks. ALFA representative Steve Unknown; Staff Library Director Jane Tucker and Community Development Director Brett Estes.

**Call to Order:** Chairman David Oser called the meeting to order at 3:30 p.m.

The Library Board proceeded to Agenda Item 8(a) at this time. During the discussion, the Board consented to continue all regular business items to the March 26 2013 Library Board meeting and address Item 8(d).

**Approval of Minutes:**

**Item 2(a): Library Board Meeting of January 22, 2013**

**Approval of Agenda:**

**Library Director's Report:**

**Board Reports:**

**Item 5(a): Liaison Report from City Council**

**Update on ALFA Activities:**

**New Business:**

**Item 7(a): Oregon Library Legislative Day is April 4, 2013**

Chairman Oser noted that he, Ms. Brooks and Mr. Lumbra would be attending the April 4<sup>th</sup> event. Talking with legislators about the library renovation and other projects could be useful.

**Old Business:**

**Item 8(a): Library Renovation Project**

Chairman Oser announced that Director Estes would give an overview regarding the student panels prepared by the University of Oregon (UofO) architecture students for the Library Revitalization.

Community Development Director Estes stated the UofO requested that the City allow students in an architectural programming class to work on the library renovations. Programming involves looking at how different uses inside a building relate to one another, not design details. The class focuses on issues such as sightlines of open areas and placing children's areas next to young adults.

- In October 2012, the students attended a workshop in Astoria with Library Board Members, ALFA Board Members, City Councilors, and Library staff. The students asked questions and conducted interviews to gain an understanding of the issues. The students toured the building and walked around the block to gain some context of the entire space. At the end of the workshop each group, including the students, presented their initial findings. Five teams of students collaborated to develop the panels at their design studio. A group of people, including Chairman Oser, Mr. Lumbra, Director Tucker, Director Estes, and City Manager Benoit, traveled to Portland for the design charrette to provide feedback. Ruth Metz presented a lecture on the future of libraries, and everyone, including architecture professors and professionals, then provided feedback to the students. The groups worked collaboratively to prepare a final presentation that incorporated the various elements preferred by the clients with direction from their professors.
- The panels before the Board were the final set of panels for the project and would help introduce the library remodel to the community. While some media attention has been given to this effort, he

suggested exhibiting the panels to the public over three or four weeks, explaining the details of the project to encourage people to start thinking about the remodel process. As a class project, the panels might not capture everything the library needs, but that is where the library futurist will come in. However, these panels do provide a good opportunity to start conversations. Prior to unveiling the panels to the public, City Council should be invited to preview the panels so they can understand any issues and be prepared for any questions the public may ask.

- If the Library Board is interested in proceeding with determining a building program, staff recommends that a library futurist/planner be hired to begin the formal process of ascertaining the library's needs. This would involve more formal public interaction and dialogue, ultimately leading to a set of recommendations with which to move forward.

Chairman Oser asked if the funding for the library futurist would come from the City or from funds set aside for the library. Director Tucker replied the estimated cost of the futurist is about \$50,000, which will be paid from the Logan Fund. Director Estes noted from the Forest Grove Library fieldtrip that a set of goals, rough cost estimate, and public input are all necessary prior to fundraising. He hopes the library planner/futurist would help with securing these elements.

Steve asked what to expect from the futurist, would there be a presentation. Director Estes believed the futurist would work under the direction of the Library Board with input from stakeholders in the community and then give some sort of final presentation. When issues arise during the planning process, the futurist's plan will be referenced, similar to a master plan. In this case, financial issues will also be involved as this is a capital project, and hopefully, the futurist could recommend fundraising or grant opportunities or solutions. The Library Board will need to make a recommendation to City Council to ensure the futurists' plan is formally accepted, which will make fundraising easier.

Gregory Lumbra confirmed that the \$50,000 futurist package includes an architectural consultant who will also generate cost estimates.

Discussion continued about publicly displaying the panels and the anticipated procedure regarding the library renovation with these key comments:

- At this time, the idea is to display the panels at the library and designate times to invite the public to discuss the panels. Just displaying the panels may not give the City a good idea of the public's interpretations of the panels.
- People must understand that the panels were not displaying the final design, but the students' work.
- The opening night of the exhibition should include staff and Library Board members. Library Board and ALFA members' participation in this process is key to public relations. Anytime citizens get involved in a project, more people are willing to donate funds. Communicating citizen-to-citizen results in greater buy-in than when City Council or staff talks to citizens.
- The panels should be displayed so people can look at them any time enabling those unable to attend a meeting to provide feedback. A comment box or tablet could be provided for comments and input.
- It was noted the panels should be laminated for protection, which costs money and staff time. Director Estes did not want to spend too much money; however the Engineering Department plotted the panels and if one was damaged, it could be recreated in about 10 minutes.
  - Printing brochures from the same files used by the Engineering Department would incur design costs and getting all of the necessary information on a brochure may be difficult.
  - While putting the laminated panels in a book might be easier for some people, the smaller-sized panels are difficult to read.
- Having a Board member explaining that the panels are students' work and not the final design is necessary. Displaying the panels in an area where library staff could answer questions would be beneficial, as well as posting the panels on the website.
  - Ms. Metz expressed interest in attending the opening night so she can get feedback from those viewing the panels.
- Regarding hiring a planner / futurist, a scope of work would need to be developed that describes the tasks to be completed. That scope could be submitted as a recommendation from the Library Board to City Council to go out to bid. The Library Board does not have the authority to hire a futurist; a bid process must also take place. The Library Board's recommendation would not be for a particular futurist.
  - The Library Board should have a clear idea about what deliverables the scope of work will include, which is a plan with timelines, funding estimates, funding methods, etc. That plan will allow the project to move forward after the futurist has completed their work.

- Staff is responsible for presenting the Library Board's recommendations to City Council, who will make the final decision to approve a contract.
  - Councilor LaMear believed Council could approve a recommendation requesting that a particular futurist be given a contract without having to go out to bid. Director Estes noted the sole source process requires a public hearing before Council to address specific findings if that were the case and the City Attorney would need to be consulted.
- The process of presenting contract negotiations and recommendations to City Council was explained. Library Board members can testify before City Council.
- Councilor LaMear wanted to ensure that City Council saw the panels prior to displaying them publicly. Director Tucker suggested inviting Councilors one at a time to allow time to be able ask questions.
  - The timeline or deadline for the futurist to complete the work would be included in the scope of work. The futurist would know best how long it would take to complete the work. Having a clear scope of work is important as the Board must know what to expect for the \$50,000.
- There was discussion on how many community meetings should be held. Community meetings are important and at least two presentations should be scheduled so more people have an opportunity to attend. More specificity would need to be developed in the scope.
  - The timeline for construction is unknown at this point. Essentially, it comes down to money and the process of getting funding in place. With the Garden of Surging Waves, the project moves ahead as grant dollars are received.
- The first priority is to hire a futurist, and then as the futurist is finishing their work, a grant writer could be hired and the Board could work to coordinate any local fundraising. Grant applications should not be written until the project's goals are clear.
  - Instead of design plans, the futurist would create a building program that defines the desired elements, building uses, services offered, and sight lines. A cost analysis would clearly define the costs, even down to the number of chairs, and reveal any gaps in funding.
  - Agreement or buy-in from the groups involved with the library renovation is necessary as granting entities need to ensure that stability exists in a project; they do not grant funds to projects that have not been decided at the local level.
- Concern was expressed about the project losing momentum if the panels are presented to the community and the City is not close to getting a futurist on board. Director Estes replied that it was staff's goal is to present the panels to the public and in April and a contract for a futurist to City Council in May 2013.
  - Regarding a question as to the grant which was recently approved for the Astoria Senior Center, Mr. Estes stated the Community Development Block Grant (CDBG) defines certain eligible projects and CDBG sponsored facilities for senior citizens of a particular age. The CDBG grant approved for the Senior Center could not be applied to libraries.
- Director Tucker stated everyone is aware that the library needs updated facilities, so it is time to concentrate on creating excitement about the project and stop talking about how bad the library is.
- As the public begins to ask about the project, the Board was encouraged to ask the public about their vision and for feedback, especially if they opposed the renovations.
  - Such questions could be sent via email to the Friends' contact list.
  - The Lower Columbia Preservation Society's newsletter had an article by Brant White opposing the renovation that Library staff should read.
- It is important that everyone contribute to the project's vision; it should not come from staff. The City can assist the Board by keeping them informed of what is happening next in the process.
- The City webpage could have a direct link to the library's site so visitors could get updates about what is happening with the project. Ami does a good job of keeping the library's website and social media posts updated.

Chairman Oser appreciated the discussion which helped clarify the relationship between the Library Board and City Council. He urged Councilor LaMear, Director Tucker and Director Estes to give the Library Board direction about what needs to be done, adding he was concerned about the Board overstepping its authority.

Councilor LaMear noted that Council relies heavily on the City's boards because they know what is happening and why. She believes Council would support what the Library Board recommends.

The Library Board proceeded to Item 8(d): Review of the Student Panels at this time.



**Item 8(b) Naming the Fundraising Non-Profit**

**Item 8(c): Newspaper Column**

**Item 8(d): Review of the Student Panels**

The Board and staff reviewed the displayed Student Panels with the following key comments:

- First Panel: Responded to comments about reorienting the building's entrance to provide better access to activities occurring on Duane Street. The new entrance created a main corridor that connects with the entrance on 10<sup>th</sup> Street. An east/west corridor ties the building to the adjacent Waldorf Hotel property. The meeting room is placed toward the front of the building for easier access afterhours. The project was phased assuming money would be an issue
  - Board members and staff liked the chairs, fireplace, lower shelves, and how the transition to the Waldorf Hotel was addressed.
  - Some groups concentrated on architecture more than others. Rather than removing the panels adding some clearstory windows was suggested to allow more light to enter the building.
- Second Panel: Included a project statement, which resonated with many people at the design charrette. The different uses were connected to a core service area and that design was applied to the existing building footprint, retaining the existing building entrances. Half of the mezzanine was retained and had an office looking down. A courtyard leading to City Hall was created either by removing the back portion of the Waldorf building, or building new building. The panel showed the square footage of each of the library's programmed areas
  - The idea of expanding downtown to all the blocks south is part of this.
  - The courtyard is secure, eliminating worry about people using the space after hours.
  - The mezzanine would require an elevator and two entrances/exits to the mezzanine level.
  - Having a community meeting room is a necessity in the community. This feature was not shown due to the photo staff removed showing the Waldorf Hotel replaced with a solid glass [inaudible]. This feature included a café, bookstore and the lobby leading to a beautiful meeting room where the glass walls could be locked so only the meeting space was accessible during off-hours.
  - This proposal featured a four-story building. The elevator, shown in the removed photo, provides access to a historical materials library on the second story and rentable space on the third and fourth floors. The first story was the library and meeting space.
  - This was a fantastic [inaudible ], but it was expensive. The students did not take budget into consideration, but many of the items people have been asking for were included on this panel. Once the budget is determined, the challenge will be to decide whether to go for what citizens really want. The goal is to develop a realistic plan.
  - This panel also phased the project, with the library first, and the Waldorf addressed second.
    - In an earlier request to demolish the Waldorf Building, one of the reasons the Historic Landmarks Commission (HLC) voted to deny the request was that no definite plans existed for the library renovation at that time.
- Third Panel: Had more focus on design, , and that group received some feedback with that issue by some professors. The library connected to City Hall via a corridor and a new entrance to Duane Street would be created through the Waldorf. The Flag Room was moved to the Waldorf space.
  - The daylight entry was nice.
  - A second exhibit noted the technical facts of who uses the library and how the space would be used. Many people at the charrette liked how the needs and wants were connected to the goals the team identified as part of their project.
  - The team also broke the uses down into blocks showing the amount of square feet for each concept as well as the adjacency.
  - Three entrances are proposed. The entrance on 10<sup>th</sup> Street was removed; the entrance from the parking lot remains and entrances at the front and on the side to the Flag Room were added.
  - This panel suggests tearing down the Waldorf and rebuilding a new Flag Room in the back with a courtyard at street level to allow for access to the meeting room after the library has closed.
    - As presented, a tremendous amount of square footage is not used. Having moveable walls would integrate the Flag Room so the space could be used.
  - Library staff was separated from library activities. While visibility was a high need, this concept addressed staff efficiencies. The circulation desk was the same as that in the Tillamook Library. Much of staff's work would be done in a backroom, keeping the circulation desk area very clean.
  - The walls could be glass for better visibility.

- These students and others considered the current plumbing of the building so it would not need to be replaced.
- Having the hallway in back for access was nice, but it could also be a blind spot.
- The students were told that the building's façade could not be altered, but these students suggested that the Board consider switching the wide aggregate and narrow windows so the building would have larger windows.
  - Director Estes looked forward to responses about the Third Panel, even though it focused more on design.
- Only one team included the basement, and all but one team included use of the Waldorf space. It is critical to explain to people that the library is considering use of the Waldorf.
- Fourth Panel: Did not include the Waldorf, and proposed a two-story building with a skylight and light wells to bring light into the basement. Adjacencies were considered. Moveable panels would allow for flexible use of space. An entry was located at the corner of 10<sup>th</sup> and Duane. The parking location would allow for easy access by strollers. The basement contained technology/computers, group work space and historical periodicals.
  - Other libraries use security measures in two-story buildings, rather than increasing staff. A two-story building could provide areas for illegal activity.
  - This panel utilizes ramp ways which provided sight lines between the two floors.
  - The children's area was like a ball pit.
  - The Board really liked the corner entry, although the 10<sup>th</sup> Street entry faced incoming storms.
    - One concept included a beautiful glass enclosure at the entrance that was lit from behind; such an enclosure would provide protection from storms.
  - Glass floors could be used to increase sightlines to the basement. The pros and cons of glass floors were discussed. Several examples were discussed.
- Fifth Panel: For the final class, the students wrote out the different components of the whole program and integrated the components from a list of ideas, such as the light wells, having the courtyard in the back, some sort of structure in the front, etc. This final panel suggests two stories as a possibility. It includes a mezzanine and involves the hotel area.
  - The animal theme was nice.
  - Currently, cleaning costs are based on square footage of the entire building even though the meeting room stays locked. Flexible space is a positive component.
- Most of the student panels suggest glass for better sight lines, but architects do not use walls much anymore; instead areas of indicators are used, such as lower shelving oriented a certain way for better visibility. Many ways exist to increase visibility.
- The panels do not represent the final plan, but show a culmination of the best ideas to encourage conversation about the project. The public needs to know this is just brainstorming, though some people may still believe these are the final plans. The response is to explain that the panels are like art pieces and are meant to start conversation. Everyone has a different response to art, which gets people talking. The panels will help people understand what is possible.
  - Some visceral reactions to the panels could be expected. The panels are expected to do the same as pictures displayed during the Riverfront Visioning.
- The architect would address sustainability and seismic safety issues. Following the work by the futurist and grant writer and when enough money is raised, an architect will be hired to draft the final design, which would involve even more public input. City Council may need to make some decisions on architectural design and then construction would take place.
- It was noted that over the next 50 years, it might be nice to have use of the basement and roof; perhaps some kind of space that could be used as a concert hall or art museum.
  - The basement has a lot of square footage is not being used. Some students talked about renting out the space. If a recommendation to use the basement was developed, additional costs for installing an elevator and potentially additional staff would need to be factored in.

The Board and staff continued discussion about presenting the Student Panels to the public with these key additional comments:

- It was felt that Board members and staff should be available when the panels displayed as they may not speak for themselves without interpretation. Communicating that the panels represent a body of work compiled by students as a learning exercise for their class is important.
  - It was suggested that a brochure or pamphlet could cause confusion as some will mistake the pamphlets for final plans.

- Steve offered to ask if ALFA would be willing to fund a portfolio of the panels to make the panels more available and portable.
- Community engagement with the futurist is important. Director Estes believed ALFA and ALFA funding could best assist the library by spreading the word about the process when the Library Board and City Council have decisions to make rather than funding a portfolio at this time.
- Public burn out regarding the students' work was a concern because people may not want to participate later when there will be other opportunities for citizens to provide feedback. Public input will be necessary during the library planner / futurists work.
- The panels need to be publicly displayed so Board members and staff could talk with citizens one-on-one to understand the community's thoughts. Having someone at each panel to talk and receive feedback would minimize any faulty interpretations.
  - Asking people for their opinions about specific concepts or components could result in Board members and staff directing the conversation. Simply hearing comments from the public as they react to what they see will be more beneficial.
- Holding two or three public open houses in April in the Flag Room was suggested with one meeting on a Saturday. The Library Board and staff would be present to discuss the panels with attendees.
  - National Library Week is April 14 – 20, 2013, which would be a good time to have a meeting. Other dates were also discussed.
- Gathering newspaper articles to create a scrapbook to show how the project has progressed would help inform those unable to attend meetings or that come late into the process. The first article in *The Astorian* about the library renovation was terrific.
- Following a lengthy discussion, the Board determined that making the architectural students' work the focus of the open houses and not the library's final design would help clarify that the panels were in no way considered final library designs. Having Professor Huggins and the students present would affirm that the panels are students' work. Additional comments included:
  - Paper copies of the panels could be displayed as having them mounted or framed might imply they are actual architectural plans.
  - A sign could be placed over each panel stating, "Starting the Discussion".
  - Inviting local students to the meeting was suggested
  - Director Estes agreed to contact Chelsea Gorrow for a potential article in *The Daily Astorian* about this project being a community outreach partnership that helps both the students and library. The public would be invited to view the students' work and provide feedback.

**Board Member Comments:** Chairman Oser announced Emily Hill has resigned from the Board to attend graduate school for nursing. Any suggestions for a Board member could be emailed to him or staff and discussed at the next meeting.

The Board discussed the need to give the library renovation project a formal name and agreed the library planner / futurist should be consulted to come up with some name ideas.

Staff will present a general outline for a scope of work at the March 26, 2013 meeting so the Board could respond to some type of framework. Staff could also report on the City's progress for finding a futurist. If the Board approved, a motion could be made recommending that a futurist be hired. He expected the scope of work could be finalized in April and a contract presented to City Council in May 2013.

**Public Comments:**

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

**Adjournment:** The meeting was adjourned at 5:30 p.m.

Respectfully submitted,

---

Jane Tucker, Library Director

Astoria Public Library  
Astoria Library Board Meeting  
March 26, 2013  
3:30 p.m.

**Present:** Library Board members David Oser, Gregory Lumbra, and Arlene LaMear. Staff: Community Development Director Brett Estes and Library Director Jane Tucker.

**Excused:** Susan Brooks and Charlotte Langsev

**Call to Order:** Chairman David Oser called the meeting to order at 3:30 p.m.

**Approval of Minutes:** The minutes of January 22, 2013 and February 26, 2013 were approved as submitted.

**Approval of Agenda:** Chairman Oser requested that "Recommendation of Hiring a Library Futurist/Planner to City Council and Requirements of Open Board Member Position" be added to Old Business. He also asked that the timeline regarding the role and duties of the Library Board in the next couple months be discussed as they relate to the library renovation.

The changes to the agenda were unanimously approved as stated.

**Library Director's Report:** Chairman Oser noted some Old Business items would be covered in the Library Director's Report.

Director Tucker presented the Director's Report, which was distributed to the Board, noting the following key items:

- The First Tuesday Book Club started on February 5, 2013; Kurt Vonnegut was discussed.
- The North Coast Librarians met in Cannon Beach on February 21, 2013 and toured the Cannon Beach Library, discussed issues, and learned about each other's libraries.
- The Steering Committee for the ROCC Project is writing an application for a second round of grant funding. The due date is April 12, 2013.
- In February, the library had an average of 65.9 circulation transactions per open hour. The value to the community was \$116,186. A little more than 3,400 books were borrowed. The cost to the community for purchasing these at \$15 each would have been \$51,000.
- The press release regarding the public presentation of the student panels was included in the packet. The presentation will be on April 6 and April 16, 2013.
  - Director Estes added that some students may be able to attend the April 6 presentation; he expects to hear more after the students return from spring break. He believes Professor Huggins planned to attend and participate as well.
- Director Tucker asked for Board members to attend the budget hearing scheduled for April 24, 2013.

The Board briefly discussed their schedules with regard to the April meetings. Mr. Lumbra believed he could attend the budget hearing and would speak with Ms. Brooks about going as well.

- Councilor Mellin and Steve Emmons should be invited since they participated in the student panel process.

Mr. Lumbra confirmed that a breakout of the library's budget would be given to the Board.

Currently, the Library Board has five members, including Chairman Oser, Mr. Lumbra, Ms. Brooks, and Ms. LaMear, but Emily Hill recently resigned. The Board had previously discussed adding more members, especially given the renovation. Director Estes and Director Tucker would talk to City Manager Benoit about this.

Ms. LaMear believed the renovation should be kept in mind when considering whom to add as a board member; someone with a lot of enthusiasm.

Chairman Oser suggested Board members talk to people to find out who may be interested, adding that the Mayor actually appoints the Board's members. It would also be beneficial to have a member who represents different library users, such as a parent of young children.

## **Board Reports:**

**Item 5(a): Liaison Report from City Council:** No report was given.

**Update on ALFA Activities:** No report.

## **New Business:**

**Item 7(a): Oregon Library Legislative Day is April 4, 2013**

Director Tucker stated that Oregon Library Legislative Day has been changed to Monday, April 8, 2013.

Following a brief discussion about scheduling and the relevance of attending the event this year, the Board agreed to not attend the Oregon Library Legislative Day in 2013. Attending the event next year would be more beneficial. The library will be working on fundraising and there will be more excitement about the renovations.

## **Old Business:**

**Item 8(a): Library Renovation Project/Recommendation of a Library Planner/Futurist to City Council**

Director Estes stated that at the special meeting on March 11, the Board asked for a rough outline of tasks the library futurist would complete. He and Director Tucker created a sequentially ordered outline, meaning I. indicates the first tasks envisioned for the library Planner/Futurist; II. indicates the second set of tasks, etc. Staff responded to key comments and questions from the Board as follows:

- The building program would be a document an architect would use in a latter phase to design the specific improvements wanted in the library. The City would instruct a subsequently hired architect to design around the building program because all the background information has been obtained. The building program would be reviewed by the Library Board, amended as necessary, and then recommended to City Council for approval. The building program would serve as the established goal of the renovation project because it would encompass what the community wants.
  - Specificity would help keep the architect on task. The architect will appreciate the information and the building program will provide cost savings for the project
- The cost of the necessary improvements to the structure and infrastructure is a concern. Engineers would not be involved at this stage, although the futurist is anticipated to consult an architect, who could provide a range of costs for certain improvements.
- No decision has yet been made about the Waldorf Hotel. The Historic Landmarks Commission (HLC) unanimously denied a request to demolish the Waldorf in late 2012. One of the reasons was there was no City approved plan for the site. If the library futurist recommends that the library use the Waldorf space, that approach must be vetted. There have been passionate views expressed about this issue by community members.
  - The City has rough cost estimates for demolition of the Waldorf. If the plan were to reuse the Waldorf building, the architect would have to estimate the rough cost of rehabilitating the building, which would add significant costs to the project. Director Estes stated that he is not in the position to know the outcome regarding the Waldorf; the process must be allowed to happen.
  - A lot of information on the building has been compiled about the Waldorf over the years. The City condemned the building in the 1980s because living conditions were dangerous. Even with some financial assistance, restoring the Waldorf has never penciled out.
  - Director Estes stated that if a plan recommended by the Library Board and adopted by the City Council identified a public need for the Waldorf space, a new demolition request could be filed for review by the HLC.
- One idea that has been discussed, should the Waldorf be demolished, is preserving the lower level of the façade. A board member felt that estimated costs could be off by more than a few hundred thousand dollars because of the deferred maintenance and uncertain status of the Waldorf. The infrastructure of both buildings should be included in cost estimates. An accurate cost estimate is needed.
  - Architects use a formula to develop costs estimates. The Board would ask that the futurist have an architect on their team to complete this task. The building program would determine the

services, which determines space. A decision cannot be made about the Waldorf until the building program is complete.

- A qualified and experienced architect could develop accurate figures and would understand how the building was built, building codes, current costs of necessary upgrades and changes, etc., so acquiring an accurate cost estimate is possible.
- The futurist's study area includes the entire library site and potentially the Waldorf building. The Waldorf needs to be considered as a possibility.

Discussion continued about the timeline for the process with these key comments:

- The student presentation is scheduled for April 2013. Once the Board recommends to City Council that a futurist be hired, Staff will begin the consultant procurement process. Staff is working with the City Attorney to comply with the City's purchasing codes. A contract should be presented to City Council in May 2013.
- The library futurist will likely need about three or four months to complete their work, so plans could be presented to City Council in October 2013. Beyond this, the timeline of events for this project is uncertain at this point due to funding. Staff, the Library Board and ALFA will have to collaborate on fundraising efforts and grant applications.
- Creating a 501(c) (3) as a fundraising vehicle for this project is acceptable; other City entities have separate non-profit organizations. Director Estes suggested the scope of work include determining and recommending granting entities that give grants to libraries and what community fundraising model should be used.
  - Whether grants are more successfully obtained by a city or foundation depends on the granting entity. Some foundations are hesitant to grant to cities, while some only accept grant applications from cities. The Community Development Block Grant for the Senior Center was a grant which only municipalities could receive. Other private non-profit foundations may be more inclined to grant to another 501(c) (3).
  - Forest Grove discussed the value of hiring a professional grant writer, which is a good idea.
- A Board member asked if a bond could be issued for the library improvements. There was discussion regarding the tax system in the State of Oregon. City Council would ultimately decide whether the City should consider floating a bond. The City is already approaching its compression limit. The City's budget is already tight, over the next few fiscal years.
- As this point, the contract for a futurist is expected to go before City Council in May with the futurist presenting their report in September. City Council will want a recommendation regarding the final report from the Library Board as Council reviews the opinion of the board prior to considering a request and considers the Library Board to the experts within the field.
  - When considering the timeline, it is important to understand that any issues that arise need to be resolved before moving forward so that they do not unfold at City Council
  - The futurist's report would include rough cost estimates and information that would be used to apply for grants. Grant applications require requests of something specific.
    - Similar to the senior center, the architect will have to design around the rough estimate provided in the futurist's building program.
- Once the building program is adopted by City Council, a grant writer could be hired and the work can begin for ALFA and the Library Board in community fund raising. The vision and tasks will have been established and the community's wants known. The Board and ALFA will have to work together with Staff to implement the building program. Some difficult decisions may have to be made about fundraising and hiring a grant writer. The Library Board's leadership, library supporters and champions of the project will be needed to get the community excited about the project.

Gregory Lumbrá moved that the Library Board recommend to City Council that Staff secure the services of a library futurist planner, based on the outline presented to the Board, to engage in next steps in preparation of bringing a contract to City Council. The motion was seconded by Arline LaMear and passed unanimously.

Chairman Oser believed this was an important moment in the Board's and Library's history. Director Estes appreciated the Board's support, adding that getting direction from a board is very helpful.

**Item 8(b): Naming the Fund Raising Non-Profit**

**Item 8(c): Newspaper Column**

Chairman Oser stated that the naming of the non-profit and the newspaper column would occur in due time as the renovation project moves forward.

**Item 8(d): Review of Student Panels**

Director Tucker discussed the presentation of the Student Panels during the Library Director's Report.

The following item was added to the agenda.

**Added Item: Discussion of Open Board Member Position**

Chairman Oser reiterated that Library Board members should speak with possible candidates for the open position on the Board.

The Board discussed the qualities they would seek in a Board member candidate, which included a love of, enthusiasm, and passion for libraries; enjoys fundraising; have a general sense of how a library functions; collegial, cooperative in a group; realistic, yet visionary; hard worker; diversified age group; and being interested in renovation. Additional comments included:

- The importance of candidates understanding how a library functions may be necessary during renovations because realistic expectations of staff and budgets will be essential.
- Being collegial and cooperative in a group is important because there would be a lot of consensus and compromise over the next four years.
- Director Estes stated he would speak to City Manager Benoit about the Board's comments on this matter.
- 

Mr. Lumbra suggested that the Library Board would like to have seven members. Mr. Lumbra also inquired about the possibility of creating a separate organization to do the fundraising. Director Estes replied the Parks Foundation is a 501(C)(3) with members who are also on the Parks Board. The foundation is a separate entity affiliated with the Parks Board. Director Tucker added Forest Grove had a foundation and also a fundraising group.

Mr. Lumbra asked Director Estes to speak with City Manager Benoit about developing a pool of people interested in serving on the Library Board to present to Mayor Van Dusen. Director Estes stated he would talk with City Manager Benoit.

Chairman Oser believed expanding the Board at this time was premature. The Board has one position that needs to be filled and at that point, the Board could make a recommendation to add Board positions.

**Board Member Comments:** Chairman Oser stated that Director Estes' help in getting the Library Board organized has been invaluable.

Ms. LaMear added she is delighted that the Board is moving forward.

Mr. Lumbra also expressed his thanks to Director Estes for giving the Board direction.

**Public Comments:** There were none.

**Items for Next Meeting's Agenda:** Chairman Oser asked Board members to let him or Director Tucker know if they have items to add for the April 23, 2013 agenda.

**Adjournment:** There being no further business, the meeting was adjourned at approximately 5:03 p.m.

Respectfully submitted,

---

Jane Tucker, Library Director

**ASTORIA PLANNING COMMISSION MEETING**

Astoria City Hall  
March 26, 2013

CALL TO ORDER:

President Innes called the meeting to order at 7:37 p.m.

ROLL CALL:

Commissioners Present: President McLaren Innes, Vice-President Mark Cary, Thor Norgaard, David Pearson, and Zetty Nemlowill

Commissioners Excused: Al Tollefson and Annie Oliver.

Staff Present: Community Development Director / Assistant City Manager Brett Estes, Planner Rosemary Johnson, City Attorney Blair Henningsgaard

APPROVAL OF MINUTES:

Item 3(a): January 22, 2013 APC/Council Work Session

Item 3(b): January 22, 2013 APC

President Innes noted that on Page 3 of the APC/Council Work Session minutes, the name Pamela Mass McDonald should be changed to Pamela Mattson-McDonald.

Commissioner Nemlowill moved to approve the minutes of the January 22, 2013 APC/City Council Work Session as corrected, and the APC meetings as presented; seconded by Vice-President Cary Motion passed unanimously.

PUBLIC HEARINGS:

President Innes 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):

CU 13-01 Conditional Use CU-13-01 by Larry Cary to locate an eating and drinking establishment, indoor entertainment, and tourist-oriented retail sales in conjunction with a distillery in an existing commercial building at 80 11th in the A-2, Aquatic Two Development zone. The applicant requests that this issue be continued to the April 23, 2013 Planning Commission meeting.

President Innes opened the public hearing for CU 13-01.

Vice-President Cary moved to continue Conditional Use CU 13-01 by Larry Cary to the April 23, 2013 Planning Commission meeting; seconded by Commissioner Norgaard. Motion passed unanimously.

ITEM 4(b):

V13-02 Variance V13-02 by Stephen and Karen Allen for the Wet Dog Cafe and Brewery from the maximum 15 square feet for a projecting sign to install an approximate 49 square foot projecting sign and a variance from the maximum 65 square foot signage for the entire site to install approximately 150 square feet of signage on the north and west elevations of an existing commercial building at 144 11th Street in the S- 2A, Tourist Oriented Shorelands zone. This item was continued from the February 19, 2013 meeting.



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

Commissioner Norgaard stated his wife is employed by the Wet Dog Brewery. City Attorney Henningsgaard confirmed that this constitutes a conflict of interest. Commissioner Norgaard stepped down from the dais.

Commissioner Nemlowill stated she had a conflict of interest in ownership of a brewpub in town. City Attorney Henningsgaard noted this does not constitute an actual conflict of interest; however, Commissioner Nemlowill stated she would be stepping down from the dais. Planner Johnson asked if Commissioner Nemlowill could still vote, but abstain so the application would not be delayed another month. City Attorney Henningsgaard believed four positive votes were necessary to approve an application. Planner Johnson stated on a quorum vote, a majority of the quorum is required, adding that a specific City Code was written regarding the voting requirements.

City Attorney Henningsgaard and Planner Johnson reviewed the City Code and discussed the proper procedure that would be needed to proceed with the application.

Commissioner Nemlowill confirmed that she did not vote on a Fort George Brewery application and stated that a direct conflict of interest exists because of money and that both she and Commissioner Norgaard should step down.

Commissioner Nemlowill recalled that this same issue occurred last month and City Attorney Henningsgaard advised that she could abstain from the conversation and voting, so the quorum requirements would still be met. However, City Attorney Henningsgaard later informed her that this was incorrect and the meeting was canceled. Planner Johnson understood Commissioner Nemlowill could remain at the dais but abstain from conversation and the vote and that would constitute a quorum. This was verified by City Attorney Henningsgaard.

Commissioner Nemlowill stated she would remain at the dais and abstain from the discussion and the vote. Vice-President Cary confirmed that an abstained vote is an automatic no vote. The Applicant could have made a decision about this issue if they were present.

President Innes called for the Staff report and recommendation.

Planner Johnson reviewed the written Staff report. Staff recommends approval of the request with no conditions. She noted the property currently has a signage variance of 100 square feet and this variance request will increase the signage beyond the current variance.

President Innes believed the awnings on the building would prohibit the ability to read the sign when approaching from 11<sup>th</sup> Street moving toward the river. Planner Johnson explained the sign would be placed at the top; Page 4 of the Staff report shows that the top of the sign will be at the parapet. The bottom portion of the sign that reads "Brewery" will be slightly blocked by the awnings when traveling down 11<sup>th</sup> Street. The awnings will not block the signage from other perspectives as shown on Page 5. The sign's placement is a decision to be made by the Applicant.

President Innes opened the public hearing and called for testimony from the Applicant. There was none. President Innes called for public testimony in favor of, impartial or opposed to the application. Hearing none, she confirmed there was no rebuttal, closed the public hearing, and called for Commissioner comments.

Vice-President Cary supported the variance and believes the Sign Code is a bit outdated. The sign would not be overbearing and would look good on the building.

Commissioner Pearson supported the variance as well. The application met all of the conditions that the Planning Commission had been asked to review. Other similar businesses, such as The Norblad, have signs of similar design.

Vice-President Cary moved that the Astoria Planning Commission adopt the Findings and Conclusions contained in the Staff report and approve Variance V13-02 by Stephen and Karen Allen for the Wet Dog Cafe and Brewery, seconded by Commissioner Pearson. Motion passed 3 to 0 to 1 with Commissioner Nemlowill abstaining.

Planner Johnson noted that no one has standing to appeal, so President Innes can refrain from reading the rules of appeal into the record. Commissioner Norgaard returned to the dais at this time.

ITEM 4(c):

CU 10-03 Extension Request for Conditional Use CU10-03 by James J. Neikes to extend permit for one year, to May 4, 2014, to allow various potential uses within the existing structure at 1415 Olney Avenue in the S-2, General Development Shorelands zone. Staff recommends approval of the request with conditions.

President Innes asked if anyone objected to the jurisdiction of the Planning Commission to hear this matter at this time. There were no objections. President Innes asked if any member of the Planning Commission had a conflict of interest or any ex parte contacts to declare. There were none.

Planner Johnson reviewed the written Staff report. Staff recommends approval of the request with conditions. No correspondence has been received.

President Innes noted that the summary at the end of the Staff report was well done.

President Innes opened the public hearing and called for testimony from the Applicant. There was none. President Innes called for public testimony in favor of, impartial or opposed to the application.

Drew Herzig, 628 Klaskanine Ave., spoke impartial to the application and asked if approval of the application could be used as evidence of ownership by Mr. Neikes in his legal dispute, resulting in the Planning Commission becoming involved in an ownership dispute because an extension was made to an individual. City Attorney Henningsgaard nodded his head no, indicating this will not have that effect.

There being no further testimony, President Innes confirmed there was no rebuttal, closed the public hearing, and called for Commissioner comments.

The Commissioners stated they support the extension of the permit.

Commissioner Norgaard moved that the Astoria Planning Commission adopt the Findings and Conclusions contained in the Staff report and approve a one-year extension request of Conditional Use CU10-03 by James J. Neikes; seconded by Vice-President Cary. Motion passed unanimously.

President Innes read the rules of appeal into the record.

ITEM 4(d):

A 12-04 Amendment A 12-04 by the Community Development Director to adopt the Astoria Recreational Trails Master Plan by reference in Development Code Section 1.240 and to amend the Comprehensive Plan to implement recommendations from the Master Plan, City Wide. The Planning Commission's recommendation will be forwarded to the City Council for a public hearing tentatively scheduled for April 15, 2013 at 7:00p.m. in the City Hall Council Chambers at 1095 Duane Street.

President Innes asked if anyone objected to the jurisdiction of the Planning Commission to hear this matter at this time. There were no objections. President Innes asked if any member of the Planning Commission had a conflict of interest or any ex parte contacts to declare. There were none.

Planner Johnson reviewed the written Staff report, noting Staff recommends approval of the request with conditions. Handouts were distributed to the Commission regarding grant sources and trail maintenance and development as well as additional items submitted by the intern to add to the Recreational Trails Master Plan. These items reference other documents. No correspondence has been received about the application for

tonight's meeting; however, all prior public input has been reflected in the Master Plan. Director Estes noted that National Park Service Intern Kristina Koenig met with the Planning Commission a couple times throughout the process to update the Commissioners on the progress of the Master Plan and to involve the Commission in the process. The same was done with the Parks Board.

President Innes said the updates were helpful and she was glad the Parks Board recommended approval of the Master Plan.

President Innes opened the public hearing and called for testimony from the Applicant. Director Estes clarified the Planning Commission would consider the Staff report as the Applicant's testimony.

President Innes called for public testimony in favor of, impartial, or opposed to the application. Hearing none, she confirmed there was no rebuttal, closed the public hearing, and called for Commissioner comments.

Commissioner Norgaard commended City Staff for their work on the report, noting the Master Plan has been years in the making. He attended many of the meetings and supports the plan.

Commissioner Nemlowill moved that the Astoria Planning Commission adopt the Findings and Conclusions contained in the Staff report and recommend that City Council approve Amendment A12-04 and adopt the Astoria Recreational Trails Master Plan by reference in Development Code Section 1.240 and amend the Comprehensive Plan to implement recommendations from the Master Plan, City Wide; seconded by Commissioner Pearson. Motion passed unanimously.

Planner Johnson reminded the Planning Commission's recommendation would be forwarded to City Council for a public hearing tentatively scheduled for April 15, 2013 at 7:00 p.m. in City Council Chambers at Astoria City Hall.

REPORTS OF OFFICERS/COMMISSIONERS: No reports.

NEW BUSINESS: None

ADJOURNMENT:

There being no further business, the meeting was adjourned at 8:09 p.m.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Secretary

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

**ASTORIA TRAFFIC SAFETY ADVISORY COMMITTEE**

**Astoria City Hall**

March 26, 2013

CALL TO ORDER:

President Innes called the meeting to order at 7:00 p.m.

ROLL CALL:

Commissioners Present: President McLaren Innes, Vice-President Mark Cary, Thor Norgaard, David Pearson, and Zetty Nemlowill

Commissioners Excused: Al Tollefson and Annie Oliver.

Staff Present: Community Development Director / Assistant City Manager Brett Estes, Planner Rosemary Johnson, City Attorney Blair Henningsgaard, Police Sergeant Brian Ayd and Assistant City Engineer Nathan Crater.

ELECTION OF OFFICERS – ITEM 3(a):

In accordance with Sections 1.110 and 1.115 of the Astoria Development Code, the TSC needs to elect officers for 2013. The 2012 officers were President Zetty Nemlowill, Vice President Mark Cary, and Secretary Sherri Williams.

Commissioner Cary moved that the Traffic Safety Committee (TSC) officers for 2013 be President McLaren Innes, Vice-President Mark Cary and Secretary Sherri Williams, seconded by Commissioner Norgaard. Motion passed unanimously.

APPROVAL OF MINUTES:

Item 4(a): January 22, 2013 Joint TSC/City Council Meeting

Item 4(b): January 22, 2013 TSC Meeting

President Innes noted a minor correction on Page 3 of the Joint TSC/City Council meeting. The name Pamela Mass McDonald should be changed to Pamela Mattson McDonald.

Commissioner Cary moved to approve the Joint TSC/City Council Meeting minutes as corrected and the TSC meeting minutes as presented; seconded by Commissioner Norgaard Motion passed unanimously.

NEW BUSINESS – ITEM 5(a): Stop Sign at Duane and 17<sup>th</sup> Streets

Assistant City Engineer Crater stated that a stop sign at the intersection of Duane and 17<sup>th</sup> Streets has been proposed due to high traffic volumes when Bowpicker Fish and Chips is operational. Staff has reviewed the proposal and recommends the installation of a stop sign and stop bar at the intersection. The stop bar is not shown on the diagram of the Staff report. Trees may also be trimmed to provide a clear sight path to the stop sign. Staff is also going to consider removing one parking stall to increase visibility.

Commissioner Norgaard asked about who has right-of-way at this intersection. Engineer Crater explained that the through street at a T intersection and has the right-of-way, which would be 17<sup>th</sup> Street. Several four-way and T intersections throughout the city do not have stop signs. Stop signs are preferred near the downtown core area because of higher traffic volumes and higher use.

Traffic Safety Committee recommended that a stop sign be installed at Duane and 17<sup>th</sup> Streets. President Innes commented that she hoped the tree would not have to come down.

## OLD BUSINESS – ITEM 6(a): Pedestrian Safety Update

Assistant City Engineer Crater presented a brief update via PowerPoint on the traffic safety efforts that Staff has been working on to increase pedestrian safety with these key comments and responses to Committee questions:

- After six weeks of using crosswalk flags, use of the flags has been minimal and about 245 flags have been lost to date. The flags are purchased in lots of 300 and cost 75 cents each, plus shipping. A second order has been placed.
  - Other cities have experienced similar results: minimal use and high flag loss. Studies conducted in other areas monitor intersections to determine the average rate of flag use. The actual rate of use has not been determined in Astoria.
- Several methods of public education and outreach have been implemented, including posting safety hints and tips and promoting the use of crosswalk flags on the Police Department Facebook page.
  - The six pamphlets included in the meeting packet have been made available at City Hall and will be included in utility bills at the rate of one pamphlet per billing cycle over six billing cycles. The pamphlets are free from ODOT and will cost about \$685 for all six billing cycles, which is reasonable. It will take one year to get all six pamphlets distributed through the utility bills.
    - The "*Be Visible: Dress to be Seen at Night*" pamphlet will be distributed in the September/October bill because daylight hours are shortening and school starts this time of year. The order in which the pamphlets are sent out is not critical, but Staff welcomed any suggestions from the Committee.
- Staff is researching parking removal at intersections, as suggested by City Council, with the intent of providing a better sight distance for pedestrians and drivers. This will require removal of on-street parking spaces. Removing buffers and making parking spots slightly smaller can mitigate parking loss; however, congestion will increase due to slower parallel parking.
  - This would not be implemented categorically. Staff may study one or two intersections over the summer to determine any benefits, issues to businesses, and impacts to parking.
- Already being implemented is the upsizing of the standard pedestrian sign from 30 inches by 30 inches to 36 inches by 36 inches. The pedestrian signs on both sides of the street at Columbia Memorial Hospital received a color upgrade and size enhancement. The color has been changed from the standard yellow to fluorescent green, which stands out more both day and night. The City has received positive feedback about installing the sign on both sides of the street.
  - Staff is considering installation of these sign enhancements on the ODOT right-of-way. ODOT does not allow fluorescent green as an outright use on their rights-of-way because the color is reserved for school zones. State traffic engineers are currently evaluating the City's request to be allowed to install these signs at some critical intersections, such as at 6<sup>th</sup> and Marine Drive and the midblock crossing at the Home Bakery. Staff anticipates a response soon. The City has the parts on hand, so this could be implemented immediately upon approval to install the signs on ODOT rights-of-way.
- Alternate crosswalk markings are being addressed; revising standard striped crosswalk markings in the downtown area to Continental style crosswalks, which have larger bars and have been shown to be more visible at night and in dark, rainy environments.
  - If the bars are placed properly between wheel tracks, there is less wear on the lines. The cost of this upgrade would be about \$2,500 per intersection.
  - The crosswalk at the hospital was unique so comparing the effectiveness of a standard crosswalk versus a Continental crosswalk with the neon signs at that location is difficult. The intersection at the hospital is a busy area that includes a lot of vegetation that blooms in the spring. The street is also narrow.
    - The crosswalk was moved from a corner intersection to its current location, making it a mid-block crosswalk. Mid-block crosswalks do require extra measures. The crosswalk was moved because people were crossing the road mid-block instead of walking to the intersection to use the existing crosswalk. This intersection has issues that do not exist in the downtown area.
  - The City is working with ODOT to pursue funding for rapid flashing beacons (RFB). The intersection of 37<sup>th</sup> and Marine currently has an RFB. If funding can be obtained, the City will consider installing an RFB under the bridge at Bay Street and West Marine Drive where slower, round beacons exist. RFBs have been shown to be more useful than the round beacons. Other locations being considered are at the 6<sup>th</sup> Street intersection and possibly at the Home Bakery crossing near the Mill Pond.
- Crosswalk signal modifications. The City is working with ODOT to determine if allowing pedestrian lead times at crosswalks would be appropriate. This involves leaving the traffic signals at red and allowing the walk signal to go to walk for three to five seconds to allow pedestrians to get further into the intersection and

help prevent them from being hidden behind cars or street posts. Crosswalk signal modifications could negatively affect traffic congestion downtown that may not be acceptable with ODOT rules.

- Existing pedestrian signal heads may be upgraded to countdown style signals. Seaside and Portland use these signals, which seem to provide the pedestrians with valuable information. Pedestrians can see how much time they have to cross the street.
- The existing pedestrian signal heads were just upgraded in 2007 right after the storm. ODOT typically does not upgrade signals until the signals are changed again; however, the City will pursue this option.

Sergeant Aytz added the City has reapplied for annual grant money to be used on crosswalk enforcement. This money will allow the Police Department to conduct three crosswalk enforcement events. Information collected by engineers, as well as direction from City Council, would be used to adjust the enforcement event times. The events must occur in good weather during daylight hours. The Police Department would like to do crosswalk enforcement during summer evenings, which seem to be peak times for issues.

President Innes believed that plan would work well in July/August considering the timeframe for installing the Continental crosswalks. In talking with others, she has found that many people are confused about crosswalks. She called for public comment.

Drew Herzig, 628 Klaskanine Ave, Astoria, felt the Continental crosswalk style was not perceived as a crosswalk to many people particularly when the bars are so far apart. The bars are spaced to allow cars to drive between them so that they are not worn down. At the existing Continental crosswalk, only three of the five stripes are visible. A lot of community education will be necessary to make people aware that Continental crosswalks are crosswalks. He does not feel protected in these crosswalks without a line delineating the boundary of the crosswalk.

- If the City chooses to spend money on these crosswalks, public education is critical prior to installing them. He also suggested that the crosswalk bars be measured to let traffic go through without degrading the bars while placing them close enough that people recognize it as a crosswalk.
- He understood the City was going to consider installing placards in crosswalks that state, "State law requires stopping for pedestrians" and asked why this was not included in the presentation. Assistant City Engineer Crater replied the placards were simply not part of the presentation, the concept had not been lost. Mr. Herzig stated he was still interested in having them installed because they will not be costly and can be moved around. He believed having the placards at the new Continental crosswalks is very important.
- He believes the City is slightly at fault for failing to obtain community involvement in implementing the crosswalk flags. There was no photo opportunity prior to installing the flags. The story with the photo was about the flags being stolen. Online comments included, "Shame on the City Council for wasting our money this way." The City needs to make such unveilings a public story so the community feels an investment in having it succeed, rather than citizens stating after the fact that it was another bad idea from Council.
- He suggested TSC recommendations to City Council could be publicized. The TSC was not at fault. He is frustrated that the City was not ahead of the curve on that story and realizing that these are public issues. The public needs leadership and City Council should be proactive. These important issues should not get negative publicity.

Tom Freil, 697 45<sup>th</sup> Street, Astoria confirmed that the crosswalk flags are not reflective, noting that the pedestrian issues occur from dusk to dark. Non-reflective flags are an issue. It is appropriate to focus on where the flags are not working because the flags in these areas are not reflective either. The study that Assistant City Engineer Crater mentioned in his presentation did not use reflective flags. The City should focus on areas where the flags do work, like in Sisters, Oregon, where reflective flags are used and brought in at night, particularly during times of low traffic.

- He confirmed there were no pedestrian issues at the intersections on 10<sup>th</sup> Street, noting there have been issues on 6<sup>th</sup> Street, which is a wider, four-lane street. Reflective flags on 6<sup>th</sup> Street would get a driver's attention.
- He agreed with Mr. Herzig that the public should have been made aware of the flags prior to their implementation. The signage the City chose to install with the flags is complex. There are too many rules listed on the signs. He believed the flag program is misdirected, flags have not been placed at appropriate intersections, and there has not been adequate public attention.

Mr. Herzig added that no one is at fault as the community is collectively working to solve problems. He recalled the flag implementation was conducted in a noncontroversial and nonproblematic way to test the idea.

Unfortunately, this strategy of a minimal opening failed due to lack of fanfare. The City purchased the more economical flags, which may have been a mistake because they are not reflective. He has seen flags in other areas on a longer wand. The smaller hand-held flags the City purchased have lower visibility. Mr. Herzig explained that he is at higher risk when crossing with the flag because he does not have enough distance from the flag. He suggests the City consider making more of a community investment and buy high-end materials if possible. This is a learning experience and everyone is trying to make it work. He appreciates all the efforts being made.

President Innes noted she was uncomfortable using the flags and believes it was because the flags are too short.

Engineer Crater added the City appreciates Mr. Freel and Mr. Herzig's input, reminding that this is a pilot program. Staff implemented a program that was budget conscious, but still met the intent of pedestrian safety to see how the program would work. More durable and reflective flags could be purchased and placed in the same holders. This is a work in progress. Upgrading the flags is a good suggestion. The City could try a test batch of reflective flags, which would cost about \$4.00 each. This would increase financial loss to the City should they be lost at the same rate as the current flags.

- The cost of redesigning the flag signage is between \$100 and \$200. New rules can be posted over the existing rules. The City will use this feedback to improve the program. The better the program works, the less work the City has to do because pedestrians will be safe. He appreciated the suggestions.

Commissioner Nemlowill asked if Staff could research the findings Mr. Freel mentioned concerning the effectiveness of flags in Sisters, Oregon. She would like more information on the usage rate in Astoria as well. She has spoken with people who believe the flags are silly and are embarrassed to carry the flags. Director Estes responded that Public Works Director Cook has requested an ODOT camera so the City can track flag usage rates.

Commissioner Nemlowill added that if the program is effective it makes sense to invest in implementing the program properly. If people will not take it seriously or if the materials are not adequate, the program should not be duplicated. It is good that the City is trying something. Some great recommendations came out of the work session regarding the Transportation System Plan (TSP) but the City needs to do something in the meantime. While the flag program could get expensive, a less expensive option exists involving paddles. More information will be beneficial.

#### REPORTS OF OFFICERS/COMMISSIONERS:

Commissioner Pearson asked how to properly signal in and out of a roundabout. Sergeant Aydt answered that drivers are supposed to signal when exiting the roundabout. In a two-lane roundabout, drivers using the outside lane that exits should be signaling to exit the roundabout. Entering the roundabout does not require a signal because entering the roundabout is the only option. All other drivers know drivers will be entering the roundabout as they approach.

#### PUBLIC COMMENT:

Director Estes announced a public meeting will be held in the McTavish Room of the Liberty Theatre on Wednesday, April 24, 2013, to discuss the TSP update. The meeting is scheduled the day after the next Planning Commission meeting, April 24<sup>th</sup>. Meeting times will be announced next week.

#### ADJOURNMENT:

There being no further business, the meeting was adjourned to convene the Planning Commission Meeting at 7:36 p.m.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Secretary

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



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

April 22, 2013

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  PAUL BENOIT, CITY MANAGER

SUBJECT: CONTINUATION OF LIBRARIES ROCC! LSTA GRANT, EXTENDING SERVICE TO THE UNSERVED

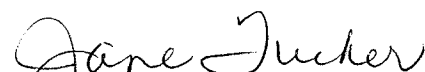
**DISCUSSION/ANALYSIS**

In 2010, 2011, and 2012, Council authorized Library staff to submit a grant application titled Libraries ROCC! Rural Outreach to Clatsop County\*. The main goal of each of the three years of grants was to provide a no fee library card to every child in Clatsop County, ages birth through high school, who is not served by a tax supported library. In the three years, the Seaside and Astoria libraries have issued more than 600 cards and have circulated more than 21,000 items. The two libraries have been sharing their collections in the SAS, the Seaside Astoria Share, in those three years and have shared more than 1,000 items. These three LSTA grants totaled \$226,780 in grant funds over three years.

The steering committee agreed to request two more years of LSTA funding for the reading outreach project. The Oregon State Library was contacted and was supportive of a new grant application in the Extending Library Service to the Unserved grant program. Applications were due to the Oregon State Library by April 12, 2013. Due to the short time frame for submittal of the application, staff prepared and submitted the attached application in the amount of \$95,040 for consideration. The project proposal is for a fourth year of reading outreach to Clatsop County children. A fifth year request is anticipated in 2014. A detailed description of the project is included in the grant application.

**RECOMMENDATION**

Staff recommends that Council authorize submittal of the LSTA Libraries ROCC! Reading Outreach in Clatsop County grant application.

By:   
Jane Tucker, Library Director

\*Libraries ROCC is supported in whole or part by the Institute of Museum and Library Services through the Library Services and Technology Act, administered by the Oregon State Library.



Unservd  
Received \_\_\_\_\_  
Proposal # \_\_\_\_\_

**APPLICATION**  
**Extending Library Service to the Unserved Grant Program**  
**Library Services and Technology Act FFY 2013**

Use 12 point Times New Roman, with one inch margins. The deadline for receipt of the Application is **5:00 pm on Friday April 12, 2013. Funding begins July 1, 2013.**

**Part I: General Information**

1. Project title: Libraries ROCC! (Reading Outreach in Clatsop County)
2. Applicant: Astoria Public Library & Seaside Public Library
3. Address: Astoria Public Library                      Seaside Public Library  
                    450 10<sup>th</sup> Avenue                                      1131 Broadway  
                    Astoria, OR 97103                                      Seaside, OR 97138
4. Contact person: Jane Tucker                                      Phone: (503) 325 - 7323  
                    Email: [jtucker@astoria.or.us](mailto:jtucker@astoria.or.us)                                      [emoberg@cityofseaside.us](mailto:emoberg@cityofseaside.us)
5. Fiscal agent (if different than applicant): City of Astoria
6. DUNS number: 00-615-6467
7. U.S. Congressional District: Congressional District 1
8. Identify currently unserved population that will be served by the project: This project will serve the estimated 7,747 children (birth through high school) that do not have access to library services in rural Clatsop County.
9. Brief paragraph describing proposed project: This project is intended to put a ROCC! Library Card into the hands of every rural County child, provide access to library reading and programs, insure reciprocal borrowing among the participating libraries, and develop final plans for local funding to sustain services to children.
10. List partnering organizations. All partnering organizations must also sign part IV.1. The Astoria Public Library and the Seaside Public Library.

## Application- Extending Library Service to the Unserved

PLEASE FILL IN THE FOLLOWING INFORMATION ABOUT THE ANTICIPATED LENGTH OF YOUR GRANT PROJECT:

(Check applicable boxes)

THIS IS THE  1<sup>st</sup> YEAR OF A  ONE YEAR GRANT PROJECT  
 2<sup>nd</sup> YEAR  TWO YEAR

For projects that are multi-year be sure to include an estimate of the funds anticipated to be needed for the future years in the budget discussion.

### Part II: Project Budget

Proposed project budget (use this format only – do not alter):

*(Double click on the table to enter data. Before closing the table, be sure to scroll to the top of it)*

Item	Local Cash	Local In-kind	LSTA	TOTAL
Personnel		\$ 61,200		\$ 61,200
Benefits		\$ 22,050		\$ 22,050
Travel		\$ 500	\$ 1,000	\$ 1,500
Equipment				
Supplies	\$ 5,000		\$ 4,000	\$ 9,000
Contractual		\$ 36,080	\$ 80,040	\$ 116,120
Library Materials			\$ 10,000	\$ 10,000
Total Budget	\$ 5,000	\$ 119,830	\$ 95,040	\$ 219,870

Proposed fourth year LSTA amount \$95,040 Proposed fifth year LSTA amount: \$96,000

### Part III: Project Narrative

(Attach additional pages. See the criteria for grant proposal evaluation in the General Information and Grant Guidelines)

*A. Background of Applicant (describe the agency's ability to undertake this project)*

The Seaside Public Library and the Astoria Public Library both have strong support in their jurisdictions. The directors of the two libraries, past and present, have worked together for nearly two decades on many projects to improve library services to residents of Clatsop County. These projects include Clatsop County One Book (the first community public book club in the state), a two-year two-county library district feasibility study in 2004-06, and coordinated county programming for Oregon Reads. They have promoted reciprocal borrowing for residents of their cities ***through the SAS, the Seaside Astoria Share***. They have successfully administered the ROCC! project for three successive grants including through a change of library directors at Seaside Public Library at the end of 2012. The library directors have been leaders in collaboration in the county.

*B. Detailed statement of problem*

The main problem is that an estimated 12,733 rural residents of Clatsop County do not have public library service. There is a high level of poverty in Clatsop County and county residents have difficulty understanding which services are funded by county taxes. Although the Seaside, Astoria or Warrenton city libraries are located within the County, county residents must pay a fee to use these city libraries or go without library services. The concern is that many county residents, particularly an estimated 7,477 children under the age of 18, are without library services. This is of concern because it undermines their language development, readiness to read, school success, literacy as adults, and ability to succeed in the world.

1. Rural Clatsop County tax support for public libraries

One solution would be for Clatsop County to fund library services for County residents directly and/or to put a tax measure before voters for same, either independently or with the cities. A regional approach could ultimately provide a stable source of funding for library services throughout the County. One of the purposes of this grant has been to identify alternative ways to fund the continuation of library cards to children of the unincorporated County.

We know from a previous comprehensive feasibility study that residents of the unincorporated County want library services. This was resoundingly expressed in well-attended focus groups and independent surveying, all of which is documented in the North Coast Library District Feasibility Study reports, 2004-2006.

At that time, the focus of the feasibility study was to create a library district that would have encompassed both Clatsop and Columbia counties, including the cities and existing library districts therein; the number of local jurisdictions involved totals 11. While elected officials were sympathetic to the needs of the rural public, there was not the willingness to pursue formation of a library district on the proposed scale at the time. The great recession of the last several years has not improved matters.

2. Clatsop County Children at Risk

Poverty puts children at increased risk for health, development, and family stability. The rate of poverty affecting children is 13% higher in Clatsop County than in Oregon overall and the situation is worsening. 1,831 (24.6%) of children, age 0-17, live in poverty. This poverty rate for children in Clatsop County was 6% worse in 2011 than in 2010 and 22% worse than five years ago.<sup>1</sup>

---

<sup>1</sup> Children First for Oregon, *Status of Oregon Children, 2011, Clatsop County*  
[http://www.cffo.org/images/pdf\\_downloads/county\\_data\\_books/Clatsop%20County.pdf](http://www.cffo.org/images/pdf_downloads/county_data_books/Clatsop%20County.pdf)

These are the number of children estimated to live in families with incomes at or below 100% of the Federal Poverty Level (\$22,050 for a family of four). Source: Small Area Income and Poverty Estimates (SAIPE)

## Application- Extending Library Service to the Unserved

Children raised in poverty are more likely than other children to:

- Have limited or no access to adequate and preventive health care
- Have chronic health problems, such as asthma and anemia
- Experience food insecurity and hunger
- Have learning disabilities or developmental delays
- Score lower on standardized tests
- Drop out of school
- Be poor as adults

Supporting and motivating families and children to use libraries can help families gain ground, improve conditions for their children, and help prepare young children to be ready to read, listen, and learn.

### 3. Misunderstandings surrounding taxation

The Astoria Public Library and the Warrenton Community Library in north Clatsop County, and Seaside Public Library in south Clatsop County are municipal libraries established under the Oregon Revised Statutes (ORS 357.410.) According to the City Charter, Warrenton Community Library also serves the residents of the Warrenton School District. All three libraries are open to non-residents who purchase a non-resident library card. The charge for a card varies across these libraries.

Many rural Clatsop County residents want library service and some elect to pay for a library card at the Astoria, Seaside, or Warrenton libraries. Others go without library services. The rural children, in particular, suffer. For example, when Astoria and Seaside library personnel are in the schools promoting programs like Summer Reading, children from the unincorporated County have to be told that they must purchase a library card to be able to check out materials they are hearing about in the promotion.

Children and their parents do not understand why they cannot check out library materials without first having to buy a library card. To them, explanations about jurisdictional boundaries, who pays library taxes and who doesn't, sound bureaucratic. Since everyone pays taxes, many people do not understand that they aren't paying taxes for library services. It only frustrates and angers people and does not solve the immediate problem of the child who cannot check out books alongside his or her city-dwelling friends.

### 4. Conundrum for Seaside and Astoria Libraries

The Astoria and Seaside library directors understand that resources can be leveraged and that their city residents are better served through interlibrary cooperation. They also see that the absence of tax supported library service in the unincorporated County impacts their libraries. They are torn between serving the unserved rural population and

## Application- Extending Library Service to the Unserved

respecting that the libraries are funded by local tax dollars within the city limits. The presence of the city libraries, their hours and services, are attractive to county residents who shop in these areas.

That is why a critical element of the ROCC! Project in the next two years is to bring to fruition a local funding structure that includes donations by civic, educational, and charitable agencies, organizations, and individuals. For while the libraries' budgets have subsidized free library cards for three years, this manner of serving rural residents is not sustainable.

- C. *Describe the proposed solution that the project will implement. Indicate the project goal, and the quantified objectives that will be used to measure whether the goal is accomplished. Describe the activities that will be undertaken to meet each objective. (include timeline)*

### Proposed Solution

We want to address the problem in a straightforward way by putting a library card into the hands of every willing child in rural Clatsop County. We also must build a partnership within the greater community to sustain reading outreach to children and families in the rural county.

The purpose of this project has been and continues to be to make library services possible for rural Clatsop County children and their families, many of whom are low-income, while building momentum for a permanent solution through partnerships with community-based agencies and organizations. We believe that the best way to motivate local giving is to demonstrate the interest and the impact of promoting reading for children and families and to thereby to convince local partners to help.

The ROCC! grants have enabled rural Clatsop County children and their families to have free library cards and the services of the Astoria and Seaside libraries for the last 3 years. This continuity of funding has given the library card initiative roots in the awareness of rural residents as well as Astoria and Seaside policy makers; time for the library directors and their staffs to build the program; and results-based data that is essential for winning the support of local funders in the future.

Thanks to the LSTA grants to support the ROCC! Project, we have planned, organized, and implemented the library card campaign, improving it in each successive year. We have also strengthened our interlibrary resource sharing intentions and capability. We have the experience and the data to show the results and a basis for making our case for funding in our communities. At mid-grant 2012/13, we had 656 rural Clatsop card holders who have checked out 22,000 items. We have a program attendance of over 7,000 and that is before the summer reading program!

## Application- Extending Library Service to the Unserved

We have learned in the course of our planning and analysis over the last three years what it takes to provide a library card, the level of response, and how to talk about this program in our communities with potential partners. The cities of Astoria and Seaside have supported this project as have both libraries' Friends. We have two additional local grants in process. We believe that we will be successful in convincing our community members and organizations to collectively fund an on-going reading outreach campaign for rural kids and their families. This project and its three related goals allow unserved Clatsop County residents to:

- Obtain library cards
- Participate in library programs
- Access outreach programs offered by the library
- Borrow library materials
- Participate in the Statewide Summer Reading Program
- Have local access statewide electronic resources

### Goals and Objectives, Activities

The measurable objectives and examples of activities for our three goals are described below.

#### **1. Put a ROCC! Library Card into the hands of every willing rural County child.**

We want to continue to add to the growing numbers of rural children and families with library cards. In the next grant period, we will continue reading outreach to kids primarily through the five school districts in Clatsop County. The youth services staff in Astoria and Seaside, in consultation with LSTA grant funded outreach specialist Andrea Milano, will coordinate countywide outreach and a summer reading program. Note that the kids will be participating in the statewide "think big save for college" campaign.

#### Measurable Objectives:

- Twenty percent increase in library cards to Clatsop County rural children
- Twenty percent increase in programs, program attendance, circulation of materials, use of statewide databases among the rural user group
- A majority of respondents to a survey for rural library card holders will indicate that using a ROCC! Library card has positively changed their attitudes about themselves and their futures.

#### Activities are likely to include:

- Invite ROCC card holders from 2011-2013 to renew their cards via a direct mail piece.

## Application- Extending Library Service to the Unserved

- Provide library card applications in English and Spanish to 3,500 students in five school districts.
  - Conduct outreach visits to 5-10 Head Start and Healthy Start Groups
  - Collaborate with schools in all five districts on a county-wide Summer Reading Program. The schools have agreed to keep their libraries open one day a week during the summer in exchange for the provision of summer reading materials, programming support, and the opportunity to promote reading to the kids in their schools.
  - Encourage children living in the rural areas of Clatsop County to "join the club" and get a free library card. Seaside and Astoria libraries will be using the same reading logs, and celebrating the same theme as the schools: "Dig Into Reading."
  - Offer an incentive to schools in the five districts in the form of an author visit and free book distribution, to increase the percentage of kids signed up for ROCC cards. It is clear from the quantitative outcomes that a small increase across the board in every school would significantly increase the overall numbers of kids with ROCC cards each year.
  - Issue press releases to the media, school and PTO newsletters, and provide outreach at public events. Library representatives and volunteers will be visiting schools in Clatsop County to promote the summer reading program and the ROCC cards in April and May of 2013 and 2014.
  - Commission an end-user outcomes survey to evaluate the impact of the reading outreach program on rural Clatsop County children who have obtained and used a library card.
2. **Library users throughout Clatsop County will be able to conveniently find and borrow items from the library collections of the Astoria and Seaside libraries.**

The ability to easily access and use the resources of the Astoria and Seaside libraries is critical to the ROCC! Project. This includes local access to statewide electronic databases. The end-user must be able to find and be able to use the libraries' collections easily. The libraries need to be able to manage reciprocal borrowing efficiently, easily, and securely.

With this as our goal, we previously contracted with Kress Consulting, Portland, to evaluate the libraries' satisfaction with their current ILSes (TLC), to survey developments and trends in the current ILS market, and to identify the libraries'

## Application- Extending Library Service to the Unserved

current and future ILS needs given the libraries' intent to support resource sharing and reciprocal borrowing.

On the basis of our findings, we determined to retain TLC for the medium term. Subsequently, Seaside Public Library has upgraded to the latest TLC system software version and as of this writing, is replacing servers with cloud technology. To put Astoria on equal ground, the Astoria library director will do the same in the next year. This will enable the library directors to improve their interlibrary resource sharing functionality.

The grant proposal asks for funding for these two libraries to improve the efficiency and effectiveness of resource sharing for the end user, using the TLC resource sharing function or an alternative product if the later promises a better outcome. The products are currently under study.

The library directors, both of whom will be involved in technology planning for their libraries in the coming year, want to continue to plan together for maximizing interlibrary resource sharing, particularly for the reading outreach effort. Examples of future developments could be collaborating on new technology offerings for youth, a shared website and mobile app, a universal library card, and so forth.

### Measurable Objectives

- A majority of respondents to a survey of rural library users of the Astoria and Seaside libraries will indicate that finding library materials and borrowing them is convenient and easy.
- The resource sharing packet will meet at least 80% of optimization standards as determined by library administration and staff in an evaluation survey or focus groups.
- Library directors will collaboratively plan and estimate the cost of 3-5 "technology advancement" strategies that will benefit rural children and their families.

Activities are likely to include:

- Upgrade TLC software at Astoria and transition from server to cloud
- Identify optimization standards and measures for their ILSes and resource sharing packet.
- Select and operationalize resource sharing package and evaluate effectiveness
- Collaboratively plan for technology advances that will benefit rural children and their families, including mobile services.
- Maintain interlibrary loan year-round between Astoria and Seaside
- Provide interlibrary loan and weekly courier delivery between Astoria and Seaside



**3. Local partners--civic, educational, and charitable--will commit short-term and sustaining funding to support the continuation of the reading outreach initiative into the future.**

We will continue to work together to secure the commitment of local funders and to develop ROCC! services that are sustainable. Local funders include the cities, county, school districts, as well as the business community and non-profit and foundation and other charitable organizations. A consultant will assist with developing a continuation funding model and in evaluating our options for placing the continuation funds with a fiscal agent: Oregon Community Foundation, a local library foundation, one of the cities, etc. Our grant proposal includes funding for such a consultant and for legal assistance as needed. Such legal assistance may be for training for the library directors and library boards related to the establishment of a foundation, an intergovernmental agreement or memorandum of understanding, or both. The directors of the Astoria and Seaside libraries intend to meet with non-profits, for-profits and government entities to establish a sustainable and consistent funding mechanism for services to children in Clatsop County.

The future funding model for the library card campaign includes drawing attention to the in-kind contributions of the cities and cash donations of our respective friends of the library. This will be a concrete incentive to other local funders. The activities associated with this goal will document results data and create the content for presentations for elected officials, the news media, and the general public.

We envision in the following year, having finalized a memorandum of understanding (MOU) or intergovernmental agreement (IGA) formalizing a structure for collaboration between the cities, at least. For example, the cities might document their agreements concerning the libraries' collection databases, areas of collaboration, fiscal agent responsibilities, etc.; any such points of agreement as they may have achieved in connection with resource sharing and/or rural services.

Apart from whatever agreements the cooperating cities may make, the county, school districts, and/or other cities may also be signators to the same or a separate agreement at the time or in the future. For illustrative purposes, examples of possible funding structures are noted below. Though we have found it unlikely in the current economic climate that these entities will be able to fund reading outreach, such structures could be legally instituted to secure a sustainable library card program to serve rural children.

ALTERNATIVE A

## Application- Extending Library Service to the Unserved

The cities of Astoria and Seaside could enter into an intergovernmental agreement with Clatsop County in which the cities would agree to provide public library services to rural areas and the County would agree to coordinate funding. The cities would need to determine their costs for providing library cards and public library services to children living in unincorporated areas on a per capita, card, or other basis. The county would need to make arrangements with school districts, community organizations, benefactors, families and individuals to raise funds to pay the cities for these services. The funding would provide for the services of an individual to secure funding from a variety of partners in the public and private sectors.

### ALTERNATIVE B

The cities of Astoria and Seaside could enter an intergovernmental agreement with one or more school districts in which the cities would agree to provide public library services to rural areas and the school districts would agree to provide a specified amount of funding for this purpose. The cities would need to determine their costs for providing library cards and public library services to children living in unincorporated areas on a per capita, card, or other basis.

### Measurable Objectives

- Astoria and Seaside library directors secure \$30,000 collectively in funding commitments from local partners for FY 2014-15.
- A funding fiscal agent is identified for the ongoing program.
- MOU or IGA content is developed by Astoria and Seaside.

### Activities

- Bi-monthly meetings of Astoria and Seaside library directors to coordinate and advance the project
- Longitudinal data about the ROCC! Results collected, analyzed, key findings and conclusions
- Funding prospectus developed for potential partners
- Potential partners identified and approached to contribute
- Fiscal agent specifications and protocols developed by the library directors
- Intergovernmental Agreement content determined; preliminary meetings with key stakeholders
- Develop, and administer survey instrument and provide written report on end-user impact evaluation

*D. Budget narrative*

Local cash: The combined funds of the Astoria and Seaside friends of the library for the ROCC! Project.

Local In-kind Contribution: \$119,830, including:

\$61,200 is the estimated minimum in-kind personnel costs and \$22,050 in estimated benefits related to the goals. The library directors will be contributing an estimated 5 hours weekly. Local library staff will also be contributing hours in coordinating the summer reading program and providing direct services to rural kids;

\$500 in travel to project meetings;

\$36,080 for free library cards: the libraries' budgets are underwriting 656 library cards (as of December 2012). At an average rate of \$55/per card, the in-kind contribution of Astoria and Seaside libraries for the 656 cards provided without charge to rural County residents is \$36,080.

LSTA Contribution: \$95,040 total, as follows:

Travel: \$1000 for outreach trips.

Supplies: \$4,000 for print and publicity materials.

Contractual: \$80,040, including:

- \$20,000 (or 500 hours per library) is for one or more youth services contractor(s) to relieve the youth services staff at Astoria and Seaside at their libraries so that they can conduct outreach in rural Clatsop County. This does not supplant local library staff, but adds hours seasonally to handle the workload of the expanded countywide summer reading program and the Share Program (reciprocal borrowing);
- \$12,000 for a reading outreach consultant to assist Astoria and Seaside youth services staff in coordinating the 2014 summer reading program and cumulative project evaluation;
- \$4,000 for an ILS/IT consultant to assist in planning technology advances as noted in the grant narrative;
- \$9,000 for TLC/Resource Sharing Package Licensing fees;
- \$15,000 for a project consultant to coordinate the project, to develop strategies with the library directors for developing sustaining partnerships for future

Application- Extending Library Service to the Unserved

library's budgets have been underwriting the free library cards in each of three successive years.)

Library Materials: \$10,000 in library materials, including

- (\$5,000 per library) to support the county-wide summer reading program.

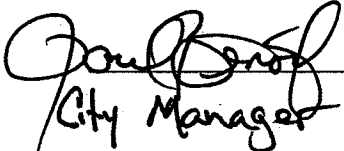
*E. Evaluation method*

In addition to the output measures noted above, this project will survey ROCC! project end-users, in particular children and their family members, through an online survey. The survey will be structured to measure the end-users perception of impact on attitudes. A consultant will help us structure the process, administer the evaluation, and draft the evaluation report, with recommendations.

**Part IV: Certification of Application**

1. Documentation of project support. Partners listed in part I.10 must sign. The grant applicant signs part IV.4. If the fiscal agent is different than the applicant, they sign part IV.5.

I HAVE READ THE PROPOSAL PRESENTED ON THE PRECEDING PAGES. I AM AWARE OF THE OBLIGATIONS THAT PARTNERSHIP IN THE PROPOSED PROJECT WOULD ENTAIL. BY MY SIGNATURE I CERTIFY MY ORGANIZATION'S COMMITMENT TO SUPPORT THE PROPOSED PROJECT AS DESCRIBED IN THE PRECEDING PAGES.

<i>Name</i>	<i>Library/Organization</i>	<i>Signature</i>	<i>Date</i>
Paul Benoit	Astoria Public Library	 City Manager	4/8/13

Application- Extending Library Service to the Unserved

library's budgets have been underwriting the free library cards in each of three successive years.)

Library Materials: \$10,000 in library materials, including

- (\$5,000 per library) to support the county-wide summer reading program.

*E. Evaluation method*

In addition to the output measures noted above, this project will survey ROCC! project end-users, in particular children and their family members, through an online survey. The survey will be structured to measure the end-users perception of impact on attitudes. A consultant will help us structure the process, administer the evaluation, and draft the evaluation report, with recommendations.

**Part IV: Certification of Application**

1. Documentation of project support. Partners listed in part I.10 must sign. The grant applicant signs part IV.4. If the fiscal agent is different than the applicant, they sign part IV.5.

I HAVE READ THE PROPOSAL PRESENTED ON THE PRECEDING PAGES. I AM AWARE OF THE OBLIGATIONS THAT PARTNERSHIP IN THE PROPOSED PROJECT WOULD ENTAIL. BY MY SIGNATURE I CERTIFY MY ORGANIZATION'S COMMITMENT TO SUPPORT THE PROPOSED PROJECT AS DESCRIBED IN THE PRECEDING PAGES.

<i>Name</i>	<i>Library/Organization</i>	<i>Signature</i>	<i>Date</i>
Esther Moberg	Seaside Public Library	Esther Moberg	4-5-13

Application- Extending Library Service to the Unserved

2. Certification for Children's Internet Protection Act

Public and public school library applicants, and consortia with public or school members **must** check one of the options below (a, b, or c).

a.	The applicant public or public school library has complied with the requirements of Section 9134(f)(1) of the Library Services and Technology Act. Every computer connecting to the Internet, public and staff, is filtered. The filter can be disabled upon request of adults.
b.	<b><i>(for consortia only)</i></b> Prior to using any LSTA funds to purchase computers used to access the Internet or to pay for direct costs associated with accessing the Internet for a public library or a public school library, the applicant consortium or group will collect and retain a duly completed Internet Safety Certification from every constituent public library or public school library in accordance with requirements of Section 9134(f) of the Library Services and Technology Act. Every computer connecting to the Internet, public and staff, is filtered. The filter can be disabled upon request of adults.
c.  X	The requirements of Section 9134(f) of the Library Services and Technology Act do not apply to the applicant library because no funds made available under the LSTA program will be used to purchase computers used to access the Internet or to pay for direct costs associated with accessing the Internet for a public library or public school library that does not receive discounted E-Rate services under the Communications Act of 1934, as amended.

3. Certification of the grant applicant and/or fiscal agent (if different than applicant)

- a. I affirm that the jurisdiction or organization (henceforth, ORGANIZATION) is the designated fiscal agent for the project described in this application and is empowered to receive and expend funds for the conduct of the proposed grant project.
- b. I affirm that the information contained in this application is true and correct and that the ORGANIZATION for which I am an official has authorized me to submit this application for LSTA grant funds.
- c. I affirm that if this application were to result in the ORGANIZATION being awarded grant funds to carry out the project described in this application, that the ORGANIZATION would comply with all of the federal and state requirements for the administration of LSTA grants, including part IV.2 above and allowable costs described in Appendix B of the General Information and Grant Application Guidelines, Library Services and Technology Act.

Application- Extending Library Service to the Unserved

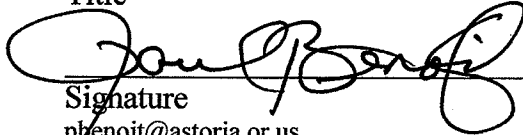
4. Signature of grant applicant

Paul Benoit

Name of official authorized to enter into contractual agreements for the ORGANIZATION

City Manager

Title



4/8/13

Date

Signature

pbenoit@astoria.or.us

Email

503-325-5824

Phone number

5. Signature of fiscal agent (if different than applicant or if applicant is not a 501(c)3 or legally established entity or if applicant does not have contract authority for the ORGANIZATION)

Mark Carlson

Name of official authorized to enter into contractual agreements for the ORGANIZATION

Finance Director

Title



4/8/13

Date

Signature

mcarlson@astoria.or.us

Email

503-325-5821

Phone number

**This form must be received at the State Library no later than 5:00 p.m. on Friday April 12, 2013.**

**Faxed copies will not be accepted.** There are no exceptions. If requesting indirect costs, attach appropriate sections of a federally approved indirect cost plan.

Mail or deliver **one copy** of your application to:

Library Development Services  
Oregon State Library  
250 Winter St., NE  
Salem, OR 97301-3950

Application- Extending Library Service to the Unserved

4. Signature of grant applicant

Mark J. Winstanley

Name of official authorized to enter into contractual agreements for the ORGANIZATION

City Manager

Title

[Signature] 4/5/13

Signature

Date

m.winstanley@cityofseaside.us

Email

503-738-5511

Phone number

5. Signature of fiscal agent (if different than applicant or if applicant is not a 501(c)3 or legally established entity or if applicant does not have contract authority for the ORGANIZATION)

Name of official authorized to enter into contractual agreements for the ORGANIZATION

Title

Signature

Date

Email

Phone number

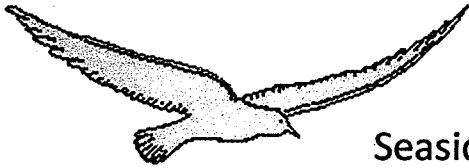
**This form must be received at the State Library no later than 5:00 p.m. on Friday April 12, 2013.**

**Faxed copies will not be accepted.** There are no exceptions. If requesting indirect costs, attach appropriate sections of a federally approved indirect cost plan.

Mail or deliver **one copy** of your application to:

Library Development Services  
Oregon State Library  
250 Winter St., NE  
Salem, OR 97301-3950





## Seaside High School

Home of the Gulls

Sheila Roley, Ed.D., Principal  
Jeff Roberts, Assistant Principal  
Jason Boyd, Athletic Director  
Carolyn Ramey, Counselor  
Travis Cave, Counselor

---

March 15, 2013

Dear Members of the LSTA Grant Committee:

Seaside High School is writing this letter in support of the continuation of ROCC, Rural Outreach in Clatsop County LSTA Grant.

An estimated 7,000 children in Clatsop County are not served by a tax supported library. In 2010, the Seaside Public Library and Astoria Public Library worked together to request LSTA funding to address this need. During the past three years, the libraries have successfully served more than 600 children from non-library areas of Clatsop County. Their goal is to grow the number of children served in a sustainable way. They are convinced that two more years of funding from this grant will best assist these children in literacy and learning as they transition between short term grants to their goal of long term funding.

The grant support from the Oregon State Library will provide the two additional years needed to give the stability of support for existing programs and enhance the educational opportunities for all children ages birth through high school in our rural communities. We believe this will be a building block to help the children and teens of our community to be successful in life.

Sincerely,

Sheila Roley, Ed.D.  
Principal

Broadway Middle School  
1120 Broadway Avenue  
Seaside OR 97138

March 14, 2013

Dear members of the LSTA grant committee,

Broadway Middle School is writing this letter in support of the continuation of ROCC, Rural Outreach in Clatsop County LSTA grant.

An estimated 7,000 children in Clatsop County are not served by a tax supported library. In 2010, the Seaside Public Library and Astoria Public Library worked together to request LSTA funding to address this need. During the past three years, the libraries have successfully served more than 600 children from non-library areas of Clatsop County. Their goal is to grow the number of children served in a sustainable way. They are convinced that two more years of funding from this grant will best assist these children in literacy and learning as they transition between short term grants to their goal of long term funding.

The grant support from the Oregon State Library will provide the two additional years needed to give the stability of support for existing programs and enhance the educational opportunities for all children ages birth through high school in our rural communities. We believe this will be a building block to help the children and teens of our community to be successful in life.

Sincerely,

Doug Pease, Principal  
Broadway Middle School



---

## GEARHART ELEMENTARY SCHOOL

1002 Pacific Way ■ Gearhart, Oregon 97138 ■ 503-738-8348 ■ 503-738.8349 (FAX)

*Soaring on the Wings of Excellence: Preparing All Students for a Productive Future*

---

14 March 2013

Dear Members of the LSTA grant committee,

I am writing this letter in support of the continuation of ROCC, Rural Outreach in Clatsop County LSTA grant.

An estimated 7,000 children in Clatsop County are not served by a tax supported library. In 2010, the Seaside Public Library and Astoria Public Library worked together to request LSTA funding to address this need. During the past three years, the libraries have successfully served more than 600 children from non-library areas of Clatsop County. Many of those children are students at Gearhart Elementary School.

The libraries' goal is to grow the number of children served in a sustainable way. They are convinced that two more years of funding from this grant will best assist these children in literacy and learning as they transition between short term grants to their goal of long term funding.

The grant support from the Oregon State Library will provide the two additional years needed to give the stability of support for existing programs and enhance the educational opportunities for all children ages birth through high school in our rural communities. We believe this will be a building block to help the children and teens of our community to be successful in life.

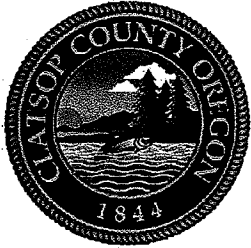
Sincerely,

*Sande Brown*

Sande Minnich Brown, Principal/English Language Development Director

Gearhart Elementary School

Seaside School District



# Clatsop County

## Juvenile Department

800 Exchange St., Suite 200  
Astoria, Oregon 97103  
www.co.clatsop.or.us

Phone (503) 325-8601  
Fax (503) 338-3648

---

### North Coast Parenting

*A division of* Clatsop County Juvenile Department  
800 Exchange Street, Suite 200  
Astoria, OR 97103

March 28, 2013

Dear members of the LSTA grant committee,

North Coast Parenting a division of Clatsop County Juvenile Department is writing this letter in support of the continuation of ROCC, Rural Outreach in Clatsop County LSTA grant.

The services provided to our rural areas of Clatsop County are dependent on this grant. As the Coordinator for North Coast Parenting I understand the challenges of reaching all children & families within Clatsop County.

The Astoria and Seaside Public Libraries have been instrumental in providing library cards, reading materials and learning opportunities to Clatsop County youth who might not otherwise have been able to participate in the library programs due to financial constraints or transportation.

The value of the summer reading programs to include rural children has been a great source of knowledge for early reading skills these children might not have received without these programs. As the importance of "school readiness" becomes a priority statewide this program helps give children outside of the city limits the same opportunity as the children within the city limits.

During the past three years, the libraries have successfully served more than 600 children from unserved areas of Clatsop County. Their goal is to grow the number of children served in a sustainable way. As they transition between short term grants to their goal of long term local funding, they are convinced that two more years of grant funding will best assist these children in literacy and learning.

The grant support from the Oregon State Library will provide the two additional years needed to give the stability of support for existing programs and enhance the educational opportunities for all children ages birth through high school in our rural communities.

We believe this will be a building block to help the children and teens of our community to be successful in life.

Sincerely,

Teresa Crouter  
Prevention Specialist

# Seaside Heights Elementary School

2000 Spruce Drive, Seaside, Oregon 97138

(503) 738-5161

Dan Gaffney, Principal

April 2, 2013

Dear members of the LSTA grant committee,

As principal of Seaside Heights Elementary School, I am writing this letter in support of the continuation of ROCC, Rural Outreach in Clatsop County LSTA grant.

An estimated 7,000 children in Clatsop County are not served by a tax supported library. In 2010, the Seaside Public Library and Astoria Public Library worked together to request LSTA funding to address this need. During the past three years, the libraries have successfully served more than 600 children from non-library areas of Clatsop County. Their goal is to grow the number of children served in a sustainable way. They are convinced that two more years of funding from this grant will best assist these children in literacy and learning as they transition between short term grants to their goal of long term funding.

The grant support from the Oregon State Library will provide the two additional years needed to give the stability of support for existing programs and enhance the educational opportunities for all children ages birth through high school in our rural communities. We believe this will be a building block to help the children and teens of our community to be successful in life.

Sincerely,



Dan Gaffney



## Astoria School District No. 1C

785 ALAMEDA AVENUE  
ASTORIA, OR 97103  
Tel# 503-325-6441  
Fax# 503-325-6524

April 5, 2013

Dear members of the LSTA grant committee:

Astoria School District is writing this letter in support of the continuation of the Rural Outreach in Clatsop County LSTA grant.

Libraries in Clatsop County that have received this grant are now in their third year. In this time, the Seaside and Astoria libraries have served hundreds of children, ages birth through high school, who might not otherwise have had a chance to have a library card. With continued reduction in library services in schools this program and grant availability has been very valuable for school age students in Clatsop County.

Since 2010, the Seaside Public Library and Astoria Public Library worked together, through LSTA funding, to address literacy and library services across Clatsop County. This collaborated effort to provide library services to students has been a trademark for other services within the county and shows that collaborative work that is done together can leverage more services for kids within our county. This partnership has allowed the Seaside and Astoria libraries to serve over 600 children from underserved areas in Clatsop County.

Continuation of this grant will allow the program to not only continue library services for students who were previously not served but also allow the program to grow to allow more students in Clatsop County to be served. As we transition between short term grants to a goal of long term local funding, we are convinced that two more years of grant funding will best assist these children in literacy and learning.

In addition, the grant support from the Oregon State Library will provide the two additional years needed to give the stability of support for existing programs and enhance the educational opportunities for all children ages birth through high school in our rural communities.

On behalf of Astoria School District I fully recommend the LSTA grant application. If I can be of further assistance please feel free to contact me.

Sincerely,

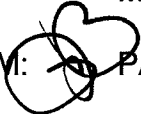
Craig Hoppes  
Astoria School District  
Superintendent



CITY OF ASTORIA  
POLICE DEPARTMENT

April 23, 2013

**MEMORANDUM**

TO: MAYOR AND CITY COUNCIL  
FROM:  PAUL BENOIT, CITY MANAGER  
SUBJECT: PEDESTRIAN SAFETY MINI GRANT

**DISCUSSION/ANALYSIS**

The Police Department has sought a grant to conduct pedestrian safety operations. The grant reimburses the City for work done on Pedestrian Safety Operations which are defined as: "an intensive direct team law enforcement activity conducted at or near targeted pedestrian crossing locations within targeted time frames." The department plans to conduct at least one of these operations during the evening hours consistent with the most frequent time of occurrence in pedestrian/vehicle crashes in Astoria.

The enforcement activity related to the grant is strictly governed by the guidelines in the manual provided to the grant coordinator. These guidelines are designed to give the motorist every benefit of the doubt related to stopping distance and perception time.

The Mini Grant is for the amount of \$1,404.00. This amount is expected to fund three operations. All funds must be expended by September 15, 2013. Because of short timelines available in obtaining the grant, the department has applied for the grant and has had it awarded.

**RECOMMENDATION**

It is recommended that Council approve acceptance of the Pedestrian Safety Mini Grant.

A handwritten signature in black ink, appearing to read "Brad Johnston".

---

Brad Johnston  
Deputy Chief



April 18, 2013

TO: ASTORIA CITY COUNCIL

FROM:  PAUL BENOIT, CITY MANAGER

SUBJECT: AMENDMENT REQUEST (A12-04) BY COMMUNITY DEVELOPMENT  
DIRECTOR TO ADOPT THE TRAILS MASTER PLAN AND COMPREHENSIVE  
PLAN AMENDMENTS

### BACKGROUND

In April 2006, the City Council adopted a Trails Master Plan which was intended to be a 20 year plan. However, in December 2007, the City was hit by a storm that did extensive damage to the urban forest which resulted in damage to many of the City's urban forest trails. As a result, the 2006 Master Plan was outdated sooner than expected and needed to be revised. The City partnered with the National Park Service (NPS) to conduct a new trail inventory and develop an updated master plan. The trails master planning process was managed by the Community Development Department and the Plan was created with assistance from the Lewis and Clark National Historical Park's Community Assistance Program. The process included an inventory of existing trails and conditions, multiple public open house meetings, questionnaires / surveys, and development of a master plan for trail development, maintenance, and use within the City. Community Development Department staff worked closely with the Parks and Recreation Department in developing the draft Plan.

Key elements in the Plan include the inventory of existing trails identifying trailhead and parking areas, and listing the approved use on the trails. Information gathered from the numerous public meetings, interviews, and surveys was consolidated by the NPS intern and formulated into specific recommendations and priorities on potential new trails, signage, maintenance, safety, and enforcement. The results of each of the surveys is included in the Appendix section of the Plan.

The draft Plan was presented and recommended for approval by the Parks Board on February 25, 2013. At its March 26, 2013 meeting, the Astoria Planning Commission (APC) held a public hearing. The APC recommended that the City Council adopt the Plan and associated Development Code and Comprehensive Plan amendments. A copy of the Staff Report and Findings of Fact as adopted by the Planning Commission is attached. Also attached to this memo is the proposed ordinance. A public hearing and first reading on the Amendment was held at the April 15, 2013 City Council meeting. At that meeting, City Council noted that the Richard Fencsak Cathedral Tree Trail should be classified as "pedestrian only". That change has been incorporated into the final draft of the Astoria Recreational Trails Master Plan.

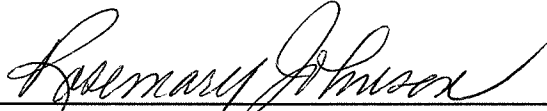


RECOMMENDATION

If the Council is in agreement, it would be in order for Council to hold a second reading and adoption of the Ordinance.

The following is sample language for a motion for adoption of the Findings of Fact and Ordinance:

"I move that the Astoria City Council adopt the findings and conclusions contained in the staff report, and adopt the Ordinance amending the Astoria Development Code and Comprehensive Plan."

By:   
\_\_\_\_\_  
Rosemary Johnson, Planner

Through:   
\_\_\_\_\_  
Brett Estes, Community Development Director

STAFF REPORT AND FINDINGS OF FACT

March 19, 2013

TO: ASTORIA PLANNING COMMISSION

FROM: ROSEMARY JOHNSON, PLANNER

SUBJECT: AMENDMENT (A12-04) TO THE COMPREHENSIVE PLAN AND ASTORIA DEVELOPMENT CODE CONCERNING THE TRAILS MASTER PLAN

I. BACKGROUND SUMMARY

- A. Applicant: Brett Estes  
Community Development Director  
City of Astoria  
1095 Duane  
Astoria OR 97103
- B. Owner: Not Applicable
- C. Request: Amend the Development Code Section 1.240 adopting the Astoria Trails Master Plan; and amend Comprehensive Plan Sections CP.260 to CP.275 concerning Parks, Recreation, and Open Space with updates, amendments and new trail related policies on trail development, trail design standards and amenities, trail regulations and safety an trail management and funding.
- D. Location: City wide.
- E. Zone: All zones.

II. BACKGROUND

Attached to this memo is a copy of the proposed amendment to the Development Code adopting the Astoria Trails Master Plan and proposed amendment to the Comprehensive Plan Sections CP.260 to CP.275 concerning Parks, Recreation, and Open Space with updates, amendments and new trail related policies on trail development, trail design standards and amenities, trail regulations and safety an trail management and funding. Also attached is a copy of the Trails Master Plan and Appendix. The proposed amendments will affect numerous properties within the City limits.

The previous Trails Master Plan was adopted by the City Council in April 2006. The Master Plan was intended to be a 20 year plan. However, in December 2007, the City

was hit by a storm that did extensive damage to the urban forest which resulted in damage to most of the City's trails. As a result, the 2006 Master Plan was outdated sooner than expected and needed to be revised.

Astoria is a city built on a hillside surrounded on three sides by water and one side with an urban forest. The urban forest has been used for many years by hikers and bikers on both established trails and trails that are created by continued use. The trails master planning process was managed by the Community Development Department and the Plan was created with assistance from the Lewis and Clark National Historical Park's Community Assistance Program. The process included an inventory of existing trails and conditions, multiple public open house meetings, questionnaires / surveys, and development of a master plan for trail development, maintenance, and use within the City. Community Development Department staff worked closely with the Parks and Recreation Department in developing the draft Plan. The draft Plan was presented and recommended for approval by the Parks Board on February 25, 2013.

### III. PUBLIC REVIEW AND COMMENT

#### A. Planning Commission

In accordance with Section 9.020, a notice of public hearing was published in the Daily Astorian on March 19, 2013. The proposed amendments are legislative as they apply City-wide. They do not limit the use of private property and therefore are not subject to requirements for individual mailed notices to all property owners within the City limits, pursuant to Section 9.020. A public notice was mailed to Neighborhood Associations and other interested groups on March 1, 2013. Any comments received will be made available at the Planning Commission meeting.

#### B. City Council

In accordance with Section 9.020, a notice of public hearing was published in the Daily Astorian on April 8, 2013. While a second public notice is not required to be mailed for the City Council hearing, the date and time of the City Council hearing was included in the public notice for the Planning Commission meeting mailed pursuant to Section 9.020 on March 1, 2013. Any comments received will be made available at the City Council meeting.

### IV. FINDINGS OF FACT

- A. Development Code Section 10.020(A) states that an amendment to the text of the Development Code or the Comprehensive Plan may be initiated by the City Council, Planning Commission, the Community Development Director, or the owner or owners of the property for which the change is proposed.

Finding: The proposed amendment to the Development Code is being initiated by the Community Development Director.

B. Section 10.050(A) states that *"The following amendment actions are considered legislative under this Code:*

1. *An amendment to the text of the Development Code or Comprehensive Plan.*
2. *A zone change action that the Community Development Director has designated as legislative after finding the matter at issue involves such a substantial area and number of property owners or such broad public policy changes that processing the request as a quasi-judicial action would be inappropriate."*

Finding: The proposed amendment is to amend the section of the Astoria Development Code adopting the Astoria Trails Master Plan. There are no regulatory changes proposed for the Development Code. The proposed amendment will also amend the Comprehensive Plan Sections CP.260 to CP.275 concerning Parks, Recreation, and Open Space and with updates, the addition of existing conditions and new trail related policies. The policy changes relate to development and use of trails within the City limits. Processing as a quasi-judicial action would be inappropriate.

C. Section 10.070(A)(1) requires that *"The amendment is consistent with the Comprehensive Plan."*

1. CP.010(1) General Development Policies, Natural Features states that *"The physical capabilities and limitation of the land will be the basis for the type of development that is permitted."*

CP.010(2) General Development Policies, Natural Features states that *"The City will cooperate to foster a high quality of development through the use of flexible development standards, cluster or open space subdivisions, the sale or use of public lands, and other techniques. Site design which conforms with the natural topography and protects natural vegetation will be encouraged. Protection of scenic views and vistas will be encouraged."*

Finding: The proposed amendments will support the intention of the Comprehensive Plan (CP) to foster development that conforms to the natural features, causes minimal disturbance, protects scenic views on and along trails, and reduces impacts on other properties. A Comprehensive Plan policy section is proposed to be amended classifying the use of the City trail system and limiting trails to non-

motorized use which will help reduce the negative impact and protect the natural features.

2. CP.270(9) Parks, Recreation, and Open Space Goals states that *"The City of Astoria will work to encourage a system of trails throughout the City."*

Finding: The intent of the proposed amendment is to establish a Trails Master Plan with associated policies for the development and use of trails within the City limits.

3. CP.275(9) Parks, Recreation, and Open Space Policies states that *"Ways should be explored for the development of hiking and bike trails along appropriate City streets, railway rights-of-way, utility corridors, and park access routes. To the extent possible, such trails will utilize existing City maintained trails and provide linkages to major park lands and other public facilities. Planning for trails must consider such limitations as topography, climate, maintenance and development costs, adjacent landowner concerns, legal access to the trails, and should emphasize intensive use areas."*

Finding: The proposed amendment adopts the Trails Master Plan that furthers this Comprehensive Plan Section. It is proposed to add language to the Comprehensive Plan that will identify trail use classifications, and refer to the Master Plan for recommendations on trail improvements, and new trail development. The trail inventory considered issues such as ownership and the feasibility of legal access to the trails. The process involved an Advisory Group that included representatives from the major property owners such as Clatsop County, Oregon Department of Forestry, and Clatsop Community College.

4. CP.435 Forest Resource Goal states that *"It will be the goal of the City to protect forest lands for forest uses consistent with the growth needs of the community. It is recognized that as growth occurs, a certain amount of forest lands will be necessary for conversion to urban uses. It is not the intention of the Plan to permanently reserve forested areas for commercial timber production; rather, it is to permit the well-planned conversion of the City's forests to home sites, road and utility rights-of-way, parks and open space, and limited commercial uses in a manner that is economically and environmentally sound."*

Finding: The proposed amendments will identify policies for development and use of the City trail system in the urban forest. This will allow compatible use as parks and open space while not limiting other uses in the future.

5. CP.455 Natural Resource Considerations, Overall Goal states that *“The City of Astoria will, through its plan and ordinances, protect the natural values that make the City a desirable place to live and work.”*

Finding: By identifying trails for use and limiting some trails to pedestrian only while allowing some non-motorized use of certain other trails, the proposed amendments will protect the natural surroundings and provide for recreational use by those who live in Astoria or visit the area. With the proposed policies, the City will be able to protect the natural features of the City that are needed to keep Astoria a desirable place to live and work.

6. CP.460(1) Natural Resource Considerations, Policies states that *“The Plan land and water use designations will protect those areas that have high natural value, and direct intensive development into those areas that can best support it.”*

Finding: The proposed Comprehensive Plan policy limiting use of trails to pedestrians and non-motorized vehicles will protect the high natural value of the area. The Comprehensive Plan policy to identify a future “multiple use study area” in the east end of Astoria is deleted as this area no longer exists in the Master Plan to assure consistency of trail quality and amenities throughout the trail system with compatible trail use.

Finding: The proposed amendment is consistent with the Comprehensive Plan.

- C. Section 10.070(A)(2) requires that *“The amendment will not adversely affect the ability of the City to satisfy land and water use needs.”*

Finding: The proposed amendment will satisfy land use needs in that it will establish policies for the development and use of a trail system within the City limits thereby reserving certain areas of the urban forest for pedestrian and non-motorized vehicle use. The Master Plan identifies areas for parking and trail heads. The proposed amendment will not adversely affect the ability of the City to satisfy land and water use needs.

## V. CONCLUSION AND RECOMMENDATION

The request is consistent with the Comprehensive Plan and Development Code. Staff recommends that the Planning Commission forward the proposed amendment to the City Council for adoption.

ORDINANCE NO. 13-\_\_\_\_\_

AN ORDINANCE AMENDING THE ASTORIA COMPREHENSIVE PLAN SECTION PERTAINING TO PARKS, RECREATION AND OPEN SPACE ELEMENT AND DEVELOPMENT CODE SECTION 1.240

THE CITY OF ASTORIA DOES ORDAIN AS FOLLOWS:

Section 1. Astoria Development Code Section 1.240, Relevant Documents, Astoria Trails Master Plan, is deleted in its entirety and replaced to read as follows:

“1.240. Astoria Trails Master Plan.

There is hereby adopted by this reference, the Astoria Trails Master Plan, adopted by the City Council on May 6, 2013, the original document of which is on file in the office of the Community Development Director of the City of Astoria.”

Section 2. Astoria Comprehensive Plan Section CP.260, Background Summary is deleted in its entirety and replaced to read as follows:

“CP.260. Background Summary.

The City of Astoria, with its long history, has developed a system of parks, open space and recreation facilities; its setting at the mouth of the Columbia River offers many recreation opportunities. The City is surrounded by State parks, wildlife, refuges, forest lands, beaches and water areas.

Astoria contains about 90 acres of park facilities, or about 9 acres per 1,000 population. Among these are several proposed parks, including the landfill site, and the site west of the sewer lagoons. The City plans to relocate the ballfields to the former landfill site. Many small neighborhood parks are scattered around the community, with various levels of development or potential. The cities of Astoria and Seaside sponsor the only full public recreation programs in Clatsop County, and include softball, baseball, swimming, basketball, and volleyball. Clatsop Community College offers indoor recreation courses such as dance, tennis, and various exercise classes. The City's recreation program has expanded to its limit at the present time, placing a strain on facilities and personnel.

The inventory contains summaries and plot plans of each City park with recommendations of possible improvements. One project currently under study by the Parks Department and the Public Works Department is the closure of the former landfill site. The old landfill would then be converted to an active recreation facility, which would include ballfields and a stadium. Ideas for waterfront park or open space proposals are contained in the Astoria "Waterfront People Place System" prepared for the City in October, 1977. In addition, the "Astoria Waterfront Master Plan", commonly known as the "Murase Plan", was adopted in 1990. The "Astoria Riverfront Vision Plan" was adopted in 2009. Concepts for various improvements include a small fishing pier in the

downtown area, places to sit at platted street ends, bike trails, and paths. Implementation of these Plans would require considerable discussion and additional planning at the time the ideas were pursued. Construction of a River Trail along the former railroad right-of-way began in 1988 with the construction of the 6th Street River Park and with the construction of the first two blocks of River Trail / River Walk between 15th and 17th Streets in 1991. By 2012, the River Trail has been constructed from Smith Point to 53rd Street. Sources of funding for park improvements are available through the U.S. Bureau of Outdoor Recreation, U.S. Department of Housing and Urban Development, the State Highway Division (bike trails), and the State Marine Board (motor-boat related facilities).

Bike and hiking trails are discussed in terms of linking various community facilities as part of a coordinated system. A Trails Master Plan was adopted in April 2006 which included mapping and an inventory of existing trails and potential new trails. The Plan made recommendations on multiple uses of the trail system and made suggestions for future studies concerning mapping and location of trail connections for the City's trails system. A large hurricane force storm in December 2007 damaged many of the existing trails and changed some of the problems, issues, and opportunities identified in the 2006 Plan. An updated Trails Master Plan was adopted in April 2013 and included mapping of existing and potential new trails as requested by the public. The Plan made recommendations on trail maintenance and improvements, new trail development, trail design standards and amenities, trail regulations and safety, and trail management and funding."

Section 3. Astoria Comprehensive Plan Section CP.265.10, Parks, Recreation, and Open Space, Conclusions and Problems, is deleted in its entirety and replaced to read as follows:

"10. Use of the trail system by motorized vehicles creates conflicts and problems that can be addressed by restricting vehicular uses on trails within the City limits."

Section 4. Astoria Comprehensive Plan Section CP.275.8, Parks, Recreation, and Open Space, Policies, is deleted in its entirety and replaced to read as follows:

"8. The Parks and Community Services Department, in cooperation with the City's Engineering Department and other agencies, should recommend, and periodically update, a long range park and trail maintenance and improvement program."

Section 5. Astoria Comprehensive Plan Section CP.275.9, Parks, Recreation, and Open Space, Policies, is deleted in its entirety and replaced to read as follows:

"9. Ways should be explored for the development of hiking and bike trails along appropriate City streets, railway rights-of-way, utility corridors, and park access routes as per recommendations in the Transportation System Plan and the Recreational Trail Master Plan. To the extent possible, such trails will utilize existing City maintained trails and provide linkages to major park lands and other



public facilities. Planning for trails must consider such limitations as topography, climate, maintenance and development costs, adjacent landowner concerns, legal access to the trails, and should emphasize intensive use areas.”

Section 6. Astoria Comprehensive Plan Section CP.275.19, Parks, Recreation, and Open Space, Policies, is deleted in its entirety and replaced to read as follows:

“19. The Astoria Column Park should be used as the main trail head for the City trail system. However, additional designated parking areas considered should be located near the Cathedral Tree on Irving Avenue, at the ends of James Street, Franklin Avenue, Spruance Avenue, at Clatsop Community College, at the west end of the River Walk at Smith Point/Port area, and at the proposed new sports complex located at the former Transfer Station (1800 Williamsport Road).”

Section 7. Astoria Comprehensive Plan Section CP.275.20, Parks, Recreation, and Open Space, Policies, is deleted in its entirety and replaced to read as follows:

“20. The City trail system use should be limited as follows:

- A. Pedestrian Trails: Pedestrian trails in the City permit foot traffic only. Pedestrian trails include the Clatsop Community College Connector, Richard Fencsak Cathedral Tree Trail, City Water Reservoir Path, Middle School Path, and the Coast Guard Trail.
- B. Multiple-Use Trails:
  - 1. Soft Surface Trails: Bike and pedestrian use are the only allowed uses on soft-surface trails designated as multiple-use. Multiple-Use Soft Surface Trails include new trails that are developed within the Urban Forest.
  - 2. Hard Surface Trails: Multiple-use trails with hardened surfaces, such as the River Walk, also allow other non-motorized activities such as skateboarding and rollerblading. Multiple-Use Hard Surface Trails include the River Walk, Shively Park, Pipeline Road, and any new hard surfaced trails that are developed within the Urban Forest.
- C. Trail use classifications shall not exclude use by “wheelchairs” as defined in the American With Disabilities Act.”

Section 8. Astoria Comprehensive Plan Section CP.275.21, Parks, Recreation, and Open Space, Policies, is deleted in its entirety and replaced to read as follows:

“21. Trail improvement projects and new trail developments should follow recommendations in the Trails Master Plan for trail design standards and amenities.”

Section 9. Astoria Comprehensive Plan is amended by the addition of Section CP.275.24, Parks, Recreation, and Open Space, Policies, to read as follows:

“24. Prohibited uses on all City trails includes the use of firearms, target practice, equestrian use, and use of motorized bikes or other motorized vehicles.”

Section 10. 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 \_\_\_\_\_, 2013.

APPROVED BY THE MAYOR THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Paul Benoit, City Manager

ROLL CALL ON ADOPTION:                      YEA                      NAY                      ABSENT

Commissioner      LaMear  
                                 Herzig  
                                 Mellin  
                                 Warr

Mayor Van Dusen



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

April 29, 2013

MEMORANDUM

TO: MAYOR AND CITY COUNCIL  
FROM: *PB* PAUL BENOIT, CITY MANAGER

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 2013-2014 on January 25, 2013. From that work session a list of Council goals was drafted and posted on the City website for public review. In addition, the draft goals were discussed at the City Council meetings of February 4, 2013 and March 4, 2013 and articles reviewing the goals were published in the January 28, 2013 and January 29, 2013 editions of The Daily Astorian. 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 2013-2014.



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

**ASTORIA CITY COUNCIL  
DRAFT GOALS  
FISCAL YEAR 2013-2014**  
(Drafted January 25, 2013)  
*[Amendment Submitted March 4, 2013]*

- **Continue with Development of Plans for Renovation of the Astor Library.**
- **Maintain and Enhance the City's Commitment to the Astoria Column.**
- **Complete the Garden of Surging Waves.**
- **Continue Implementation of the Riverfront Vision Plan.**
- **Maintain Advocacy for the Astoria Bypass and for Fishery Issues.**
- **Continue Enforcement of the Derelict Building Ordinance.**
- **Sell Excess City Properties.**
- **Develop Programs and Projects for Improving Pedestrian and Traffic Safety.**
- **Cooperate and Collaborate with Clatsop County Jurisdictions to Promote Emergency Preparedness.**
- **Support the Astoria Downtown Historic District Association in Development and Implementation of a Downtown Master Plan and in Promotion of the Arts.**
- **Develop a Program to Promote "Citizens Helping in Parks", with Particular Emphasis on Neighborhood Parks and the RiverWalk.**
- **Support Organizations Working to Establish Community Gardens and Operate Farmer's Markets.**
- **Improve Communication with All Astorians.**
- **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).**



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

April 29, 2013

**MEMORANDUM**

TO: MAYOR AND CITY COUNCIL

FROM:  PAUL BENOIT, CITY MANAGER

**SUBJECT: PROPERTY EXCHANGE – WILLIAMSPORT ROAD AND WEST KENSINGTON**

**DISCUSSION/ANALYSIS**

At the April 1, 2013 City Council meeting, the Council authorized staff to notify surrounding property owners in the area of a City owned parcel that would be traded to Mr. Neikes in exchange for property he owns near the intersection of Williamsport Road and Highway 202. At the May 6 meeting, a public hearing will be held to receive testimony from any affected property owners as well as the general public. Based on public testimony, the Council may elect to approve the exchange as presented, modify the exchange, or reject the exchange. If the Council approves the exchange as presented, the City Attorney would prepare the necessary legal documents for consideration at a future Council meeting.

With the current development of the City's former landfill property as a sports complex, it is likely that road and intersection improvements at Williamsport Road and Highway 202, such as the addition of left and right hand turn lanes, may be necessary to facilitate traffic flow. The present width of the right of way at this intersection is insufficient to accommodate such improvements. Mr. Neikes' property, as shown on the attached map, is located mainly on the west side of Williamsport Road, but also includes other small parcels in the vicinity of the intersection. An added benefit to the acquisition of this property is that a future relocation of a major storm sewer in the area can be accomplished without the need for easements or property purchases.


The City-owned property is located off of West Kensington Ave. (T8N, R9W Section 18AB, Tax lot 900). The property is approximately .62 acres is zoned R-1, and is surrounded by single family residential uses. The property is gently sloping, and covered with a second growth forest. There are no utilities or streets to the site and there is no identified public need for retaining the property.


An appraisal of each of the properties has been prepared, and is attached. The City property is valued at \$60,000, and the Neikes property at \$50,000. In order to compensate for this difference, Mr. Neikes has offered to transfer some property in the 1st and

Commercial slide area to the City. Although the property is unbuildable, it potentially could be useful in the future for utility purposes.

**RECOMMENDATION**

It is recommended that the City Council invite public testimony regarding the property exchange. After public comment, recommend Council determine if they approve, would like to modify, or reject the exchange.

Submitted By   
Ken P. Cook, Public Works Director

Prepared By MIKE MORGAN   
Mike Morgan, Consultant

**James Neikes Property  
Williamsport Rd.**

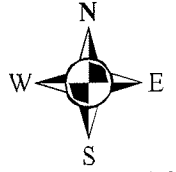


Scale: 1"=70'

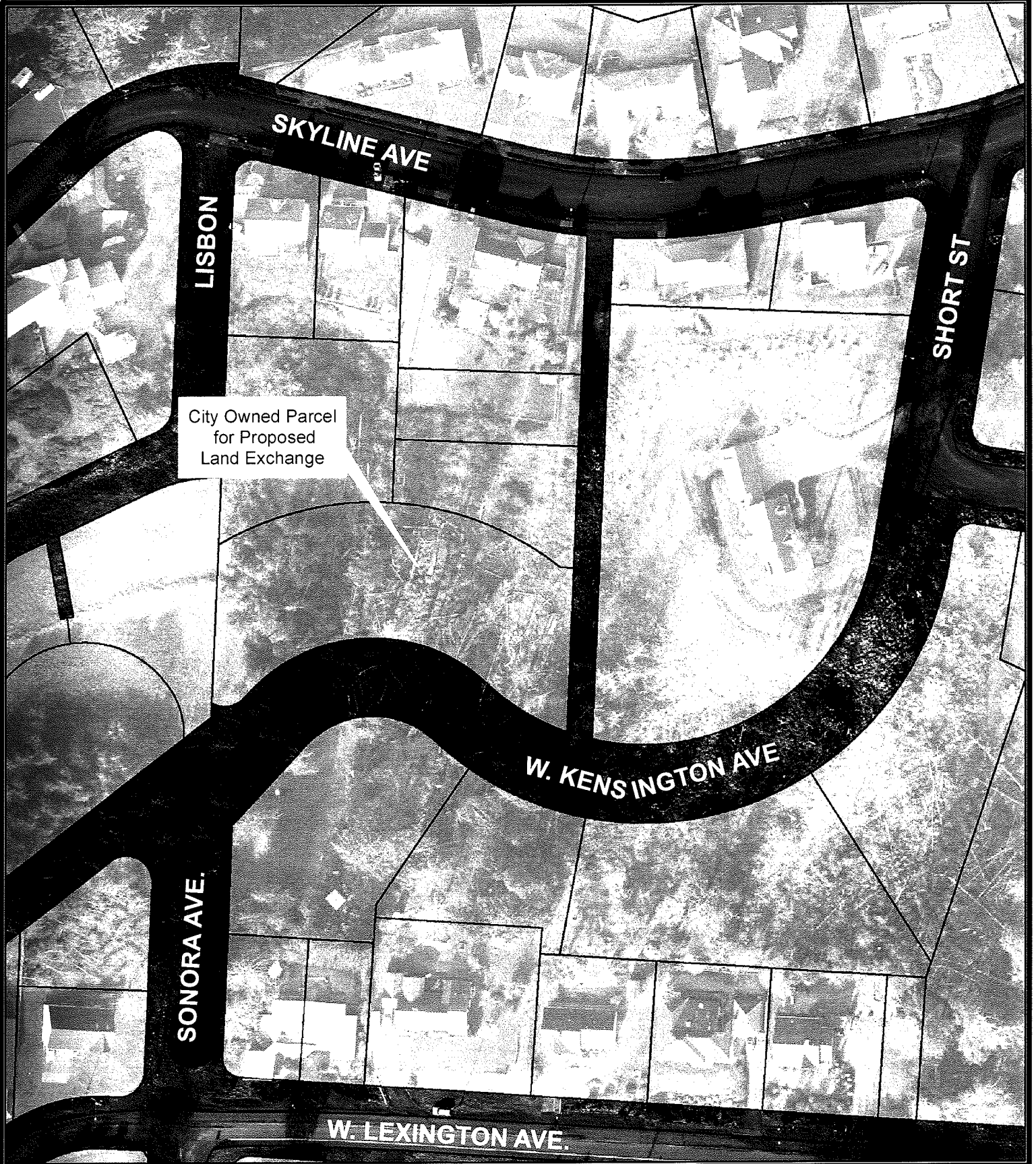


Proposed Land Exchange  
80918AB0900  
Lots 5,6,7,8,& 9, Block 9,  
West Hills Subd.

Date: 4-18-13



Scale 1"=100'







CITY OF ASTORIA

Founded 1811 • Incorporated 1856

April 26, 2013

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  PAUL BENOIT, CITY MANAGER

SUBJECT: MEMORANDUM OF AGREEMENT BETWEEN CITY OF ASTORIA AND  
U.S. COAST GUARD

**DISCUSSION/ANALYSIS**

U.S. Coast Guard (USCG) facilities at Tongue Point are located outside of Astoria City limits. Recently, the USCG expressed interest in establishing an agreement that would allow for fire protection and emergency medical services to these facilities. The attached Memorandum of Agreement (MOA) was negotiated with the USCG and satisfies their need for emergency services. Responsibilities of the USCG and the City of Astoria Fire Department are clearly spelled out in the MOA as well as procedures for the recovery of costs incurred by the City of Astoria Fire Department. Termination of the agreement is possible by either party upon 30 days written notice.

This Memorandum of Agreement has been reviewed by the City Attorney and has been approved.

**RECOMMENDATION**

Staff recommends authorizing approval of the Memorandum of Agreement between the City of Astoria and the USCG for fire protection and emergency medical services to the Coast Guard facilities located at Tongue Point, Astoria, Oregon.

By:



Ted Ames, Fire Chief

**MEMORANDUM OF AGREEMENT  
BETWEEN  
UNITED STATES COAST GUARD  
AND  
CITY OF ASTORIA FIRE DEPARTMENT  
REGARDING FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES**

1. **PARTIES.** The parties to this Agreement are the United States Coast Guard and the City of Astoria Fire Department.
2. **AUTHORITY.** The Coast Guard is authorized to enter this agreement by 14 U.S.C. § 141.
3. **PURPOSE.** The purpose of this Agreement is to set forth terms by which the City of Astoria Fire Department (AFD) will provide fire protection and emergency medical services to the U.S. Coast Guard facilities at Tongue Point in Astoria, Oregon in order to supplement the limited firefighting capabilities of those facilities. As an aid to implementing this agreement, members of the AFD may, with prior arrangement with the Commanding Officer or the point of contact of any Tenant Command at Tongue Point, tour U.S. Coast Guard facilities at Tongue Point and any of its structures or Tenant Commands, for the purpose of preparing pre-fire plans. Access to the facility and structures will be granted at least biannually for the purpose of reviewing and updating pre-fire plans. Upon request by the AFD, U.S. Coast Guard Sector Columbia River shall also provide copies of Material Safety Data Sheets (MSDS) for materials used at the unit.
4. **RESPONSIBILITIES.**

**Coast Guard.**

- a. All requests for fire or emergency medical equipment and personnel shall be made via 911, unless that number is inoperative or unavailable for any reason.
- b. Requests for aid will include a description by a U.S. Coast Guard representative of the type and nature of the fire or emergency to which response is requested, and will specify the location to which the equipment and personnel are to be dispatched.
- c. The affected U.S. Coast Guard tenant shall provide an escort to meet equipment and personnel and guide the AFD personnel to the location where emergency services are to be rendered.

**Astoria Fire Department.**

- a. On request made to the Astoria Fire Department (AFD) via 911 by a representative of the U.S. Coast Guard designated in this agreement, fire fighting and emergency medical services equipment and personnel of the AFD, if available, shall be

dispatched to the U.S. Coast Guard facilities at Tongue Point as determined and directed by the AFD.

- b. The amount and type of equipment and number of personnel to be furnished will be determined by the AFD.
- c. The AFD equipment and personnel will report to the U.S. Coast Guard Tongue Point facilities and be met by a U.S. Coast Guard representative who shall guide the AFD to the location where emergency services are to be rendered.
- d. All actions of the AFD fire and rescue equipment and personnel in responding to the emergency shall be at the sole direction of the AFD.

5. RECOVERY OF RESPONSE COSTS.

- a. Federal reimbursement to Astoria Fire Department for cost of firefighting on the U.S. Coast Guard Tongue Point facility is governed by section 11 of the Federal Fire Prevention and Control Act of 1974, Public Law 93-948, 88 Stat. 1535, as codified at 15 U.S.C. § 2210 ("the Act") and the implementing regulations set forth at 44 C.F.R. Part 151. Claims should be submitted to the appropriate federal agency identified in the Act and implementing regulations, not the U.S. Coast Guard.
- b. The U.S. Coast Guard has no legal authority to provide a direct reimbursement to the Astoria Fire Department for fire suppression and emergency costs on the U.S. Coast Guard Tongue Point facility property.
- c. Pursuant to the Supremacy Clause of the United States Constitution and Federal sovereign immunity law, the Federal government is not subject to O.R.S. § 478.310 (Response to fire or public safety incident outside territory; recovery of costs) or any other provision of state or municipal law providing for fire protection cost recovery.

6. POINTS OF CONTACT.

For USCG Sector Columbia River  
Commanding Officer  
2185 SE 12<sup>th</sup> Place  
Warrenton, OR 971456  
(503) 861-6206

For the City of Astoria Fire Department  
Fire Chief  
555 30<sup>th</sup> St.  
Astoria, OR 97103  
(503) 325-2345

- 7. OTHER PROVISIONS. Nothing in this Agreement is intended to conflict with current law or regulation or the directives of the U.S. Coast Guard or Department of Homeland Security. If a term in this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.
- 8. EFFECTIVE DATE. The terms of this agreement will become effective upon the date subscribed by both original signatories, and their successions in office.

9. MODIFICATION. This MOA may be modified by a written agreement signed by both original signatories, and their successors in office.
10. TERMINATION. The terms of this agreement, as modified with the consent of both parties, will remain in effect upon agreement of parties. Either party, upon 30 days written notice to the other party, may terminate this agreement.

APPROVED BY:

CAPT Bruce C. Jones  
Commanding Officer  
USCG Sector Columbia River  
Warrenton, Oregon

\_\_\_\_\_  
(date)

Willis L. Van Dusen  
Mayor  
City of Astoria

\_\_\_\_\_  
(date)

Paul Benoit  
City Manager  
City of Astoria

\_\_\_\_\_  
(date)

Approved As To Form  
City Attorney  
City of Astoria

\_\_\_\_\_  
(date)



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

April 29, 2013

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM: *PB* PAUL BENOIT, CITY MANAGER

SUBJECT: APPROVAL FOR EMERGENCY REPAIRS TO LADDER TRUCK 2541

**DISCUSSION / ANALYSIS**

The City of Astoria Fire Department ladder truck is a 1988 Simon Duplex LTI 75 foot aerial fire apparatus. The truck has accumulated 47,800 miles.

At the time Ted Ames was appointed Fire Chief, Public Works and Fire Department personnel advised him the ladder truck was in need of serious repair, maintenance and Underwriters Laboratories Acceptance and Approval testing. The repairs included overhauling the pump transmission; re-building the pump shifting mechanism; re-building the tank fill valve; repairing the engine high-idle mechanism; cleaning and refurbishing the out-riggers; replacing numerous hoses; performing an annual pump test and performing an aerial, non-destructive test and Underwriters Laboratories Certification. Without the immediate repair of these items, while the ladder truck was useful, it was unsafe and unreliable.

The Public Works Department had previously received a quote for the repairs in the amount of \$15,425.00 dated 12/21/2012 from a fire apparatus repair vendor in Hillsboro, Oregon. Chief Ames contacted a second vendor based in Springfield, Oregon and requested a second quote. The second quote was \$12,030.00, dated 02/21/2013. Chief Ames explained the second quote was from a reputable repair facility and, given the emergency nature of the repairs, was directed to proceed.

The repairs to ladder truck 2541 have been completed with the final invoice of \$10,478.88 which is \$1,551.12 under the original quote.

**RECOMMENDATION**

I would recommend authorizing payment of the emergency repairs performed on ladder truck 2541 in the amount of \$10,478.88 to Hughes Fire Equipment, Inc.

By: *Ted Ames*  
Ted Ames, Fire Chief



# H&W Pacific Emergency Vehicle Group



3150 SW 234th Ave. Suite 100

Hillsboro, OR 97123

Ph# 800-780-4951 Fax# (503) 848-0848

sales@hwev.com - service@hwev.com

## REPAIR ESTIMATE

www.hwev.com

To: City of Astoria  
Public Works Department

Date of Quote: 21-Dec-12

Estimate By: Mitch James

Customer Order No: \_\_\_\_\_

Contact: Kevin Daw

Customer Phone No: 503-325-3524

Description: Waterous Pump Repair, Model YBX 37261-1, 1988 HME-LTI Aerial

QTY	DESCRIPTION	PRICE	AMOUNT
<b>PUMP TRANSMISSION OVERHAUL</b>			
41	LABOR, REPAIR	\$ 95.00	\$ 3,895.00
1	REPAIR PARTS	\$ 6,709.00	\$ 6,709.00
	SUB TOTAL		\$ 10,604.00
<b>PUMP SHIFT CONVERSION</b>			
7	LABOR, PUMP SHIFT, CONVERT, ELECTRIC TO PNEUMATIC	\$ 95.00	\$ 665.00
1	CONVERSION PARTS FOR ABOVE	\$ 1,538.00	\$ 1,538.00
	SUB TOTAL		\$ 2,203.00
<b>REPAIR ITEMS</b>			
1	REMOVE AND REPAIR, TANK FILL VALVE (parts & labor)	\$ 490.00	\$ 490.00
1	REMOVE AND REPAIR MASTER DRAIN (parts & labor)	\$ 105.00	\$ 105.00
	SUB TOTAL		\$ 595.00
<b>MISCELLANEOUS ITEMS</b>			
1	ANNUAL PUMP TEST	\$ 250.00	\$ 250.00
1	AERIAL, NON-DESTRUCTIVE TESTING & U.L. CERTIFICATION	\$ 1,800.00	\$ 1,800.00
	SUB TOTAL		\$ 2,050.00
	<b>GRAND TOTAL</b>		<b>\$ 15,452.00</b>
Price is subject to inspection, unexpected or unforeseen items that may not be evident after assessment.			
Lead Time: Parts acquisition is approximately 10 days after receipt of an order (ARO).			
Scheduling: Scheduling may coincide with the arrival of parts or anytime thereafter, depending on workload.			
Please Note: Sales tax not included, if applicable.			
Terms: Net amount due upon receipt of invoice.			
F.O.B., Hillsboro, Oregon			



April 24, 2013

**MEMORANDUM**

TO: MAYOR AND CITY COUNCIL

FROM:  PAUL BENOIT, CITY MANAGER

SUBJECT: **AUTHORIZATION TO REQUEST ARCHITECTURAL AND DESIGN STATEMENT OF QUALIFICATIONS – SENIOR CENTER RENOVATION PROJECT**

**DISCUSSION/ANALYSIS**

The Astoria Senior Center Grant includes a fixed budget of \$115,000 for architectural and engineering services for design and supervision of the renovation project. In order to initiate the process, staff prepared a Request for Statement of Qualification (SOQ) to be distributed to architectural firms. The request for SOQs, if authorized by Council, would require submissions be delivered to the City by May 30, 2013. It is anticipated that the contract would be awarded on July 2, 2013. The process would be managed by City staff and a grant administrator. The firms would be evaluated based criteria outlined in the attached SOQ. Staff has proposed a compressed time schedule so that design work can begin in July.

**RECOMMENDATION**

It is recommended that the Council authorize staff to advertise a request for Statements of Qualification s from architectural and design firms for the renovation of the Astoria Senior Center.

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

  
Brett Estes, Community Development Director /  
Assistant City Manager

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

  
Mike Morgan, Project Consultant



**City of Astoria**  
**REQUEST FOR STATEMENT OF QUALIFICATIONS**

**Astoria Senior Center Renovation**  
**Community Development Block Grant**  
**Architectural/Engineering Services**

**Due: May 30, 2013 2:00 PM**

The City of Astoria is seeking statements of qualifications from qualified individuals or architecture firms, who are registered in the state of Oregon for assistance with the above referenced project.

**INTRODUCTION**

The City of Astoria is soliciting Statements of Qualifications (SOQ's) from qualified firms, organizations or individuals to provide architectural services as defined within the attached Scope of Work. Work under this contract will be funded entirely with grant funds from the Oregon Community Development Block Grant Program.

**PROJECT DESCRIPTION**

The project primarily consists of the complete renovation of the Astoria Senior Center at 1111 Exchange Street, Astoria, including the installation of a kitchen and dining facility, elevator, removal of asbestos tile flooring, installation of a new HVAC system, insulation, a new roof, plumbing and electrical upgrades, new lighting, painting and other improvements. The fee for this service is \$115,000.

**SCOPE OF SERVICES**

The Scope of Services is attached as Exhibit B.

**PROJECT SCHEDULE**

Submittals must be received prior to 2:00 PM on May 30, 2013. Qualification packets will be recorded by City Engineering staff. The calendar is attached as Exhibit C.

Qualification packets will be reviewed upon receipt. The selected consultant and negotiated fees will be presented to the Astoria City Council for their approval on July 2, 2013 and a Notice to Proceed is anticipated to be issued immediately after the City Council meeting. The construction of this project is anticipated to begin in October, 2013 and be complete by June, 2014.

**QUALIFICATION STATEMENT REQUIREMENTS**

The consultant is to provide adequate information that will render it qualified and capable of effectively accomplishing the project. Applicants are also encouraged to include a cover letter.

The consultant will be evaluated and ranked based on proven expertise, experience and technical merit. Added consideration will be given to those applicants who have successfully completed similar projects.

## **1. QUALIFICATION EVALUATION CRITERIA**

### **1. Firm Background**

*Points 0-10*

Describe your firm's history, stability, and capabilities. Include information identifying the firm's annual volume, financial/bonding capabilities, and stability in the marketplace. Provide information identifying the firm's strengths and any special capabilities that may assist in the evaluation.

### **2. Firm Workload**

**Points 0-5**

Provide the status for current work within the firm, in time and magnitude.

### **3. Firm Experience and Success**

**Points 0-15**

Describe your firm's experience with projects of similar size, type, complexity, and schedule limitations. Identify which project(s) you feel to be closest to this in terms of schedule, budget, and conditions. Include projects involving renovations of historic listed buildings. Identify which project(s) you feel to be closest to this in terms of schedule, budget, and conditions.

### **4. Experience of Key Personnel**

**Points 0-15**

Provide a project organizational chart that identifies key personnel and positions that would be assigned to this project. Include resumes for these key people. Indicate the firm's willingness to include a "key personnel" clause in the Contract for those personnel.

### **5. Firm Experience in Partnering**

**Points 0-15**

Give examples of your firm's ability to lead and create an atmosphere of partnering with non-profit organizations, governmental entities and subcontractors. Describe any experience with federally funded projects.

### **6. Administration of Work**

**Points 0-10**

Identify the methodology your firm would utilize in approaching the administration of this project. At a minimum, speak of your firm's planning, scheduling, phasing, and project monitoring skills and processes. Describe how costs will be controlled and savings optimized.

### **7. Job Understanding**

**Points 0-15**

Describe your understanding of the project and the approach you would take to the renovation of this building, and the role your firm is requested to perform.

**8. Project Scheduling and Coordination**

**Points 0-15**

Describe the special expertise you will bring to the table in terms of project scheduling and coordination. Describe the tools you utilize in controlling schedules and the sequencing of the work for projects that have tight time constraints and limited budgets. Give a relevant example of a similar project and what you were able to do. Do you think the schedule that we have established is workable and will you be able to meet it?

**Total Points Available**

**Total Points 100**

***FIRM REFERENCES***

Committee members shall utilize their scores as a basis for group discussion. The committee, upon completion of these discussions, will complete a final assessment score that reflects the consensus of the committee.

The selection criteria scores will then be summed resulting in a final score. Recommendation to award will be given to the proposal having the highest final score.

A recommendation will then be forwarded to the City Manager's Office and then to the Astoria City Council for approval.

Consultants are urged to review the terms and conditions outlined in the standard Contract for Professional Services in advance of submitting, and offer in writing any proposed modifications and/or objections to the terms and conditions as a part of the submittal.

**DELIVERY OF QUALIFICATION STATEMENTS**

Deliver four (4) hard copies of the qualification statement to:

**Cindy Maynard, Public Works Administrative Assistant  
City of Astoria  
1095 Duane Street  
Astoria, OR 97103**

**RE: Astoria Senior Center Renovation Project**

Any qualification statements received after the above specified time will not be considered.

Electronic submittals will not be accepted.

The City reserves the right to cancel this request in whole or in part at any time, or otherwise reject any and all submissions for reasons deemed by the City that such an action would be in the City's best interest.

Address questions, comments, or concerns regarding the project directly to Cindy Maynard, Administrative Assistant, at (503) 338-5177.

<b>CITY OF ASTORIA CONTRACT FOR PERSONAL SERVICES</b>
---

**CONTRACT:**

This Contract, made and entered into this \_\_\_ day of \_\_\_\_\_, 2013 by and between the City of Astoria, a municipal corporation of the State of Oregon, hereinafter called "CITY", and =consultant, =address 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 design of the Astoria Senior Center Renovation.

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 =completion date.

**2. COMPENSATION**

A. The CITY agrees to pay CONSULTANT a total not to exceed \$115,000 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 Paul Benoit, City Manager, City of Astoria, 1095 Duane Street, Astoria, Oregon, 97103, (503) 325-5824.

5. CONSULTANT'S REPRESENTATIVE

For purposes hereof, the CONSULTANT'S authorized representative will be =representative.

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 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 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 disabled provided the party so disabled 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.

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 Comprehensive 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 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, potential exhaustion of aggregate limits 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 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 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 or any work subcontracted without consent from the CITY.

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.

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

Approved as to form:

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

Attorney

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

BY: \_\_\_\_\_  
City Manager Date

BY: \_\_\_\_\_  
Consultant Date

**Exhibit 5E (2013) – Grant award exceeds \$100,000 - Non-Construction Contracts**

Oregon Community Development Block Grant  
Required Federal Contract Clauses  
Use for **Non-Construction Contracts** Where the Grant Award **Exceeds \$100,000**

1. Source of Funds

“Work under this contract will be funded [in part/in its entirety] with federal grant funds from the Oregon Community Development Block Grant program.”

2. Conflict of Interest

No employee, agent, consultant, officer, elected official or appointed official of the city or county grant recipient or any of its sub-recipients (sub-grantees) receiving CDBG funds who exercise or have exercised any functions or responsibilities with respect to CDBG activities who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity or have an interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom that have family or business ties, during their tenure or for one year thereafter, in accordance with 24 CFR Part 570.489(h).

3. Minority, Women and Emerging Small Business (*Instruction: Include if contract is \$10,000 or more*)

Before the final payment to Contractor is made, Contractor shall submit the attached “Minority, Women and Emerging Small Business Activity Report”.

4. Section 3 - Economic Opportunities for Low- and Very Low-Income Persons (This clause is applicable only if the Community Development Block Grant exceeds \$100,000 the funded activity leads to construction i.e. engineering, program management etc.)

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD’s regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the contractor’s commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire,

**Exhibit 5E (2013) – Grant award exceeds \$100,000 - Non-Construction Contracts**

- C. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

---

Signed (Contractor)

---

Title / Firm

---

Date



## **ASTORIA SENIOR CENTER RENOVATION SCOPE OF ARCHITECTURAL/DESIGN SERVICES**

### **Scope of Services**

- 1. Project Design:** Architectural and Engineering drawings of all portions of the renovation project including but limited to the kitchen/dining facility, elevator, restrooms, seismic upgrades and first floor improvements.
- 2. Preparation of Bid Documents:** Documents necessary to advertise for bids by construction companies and subcontractors.
- 3. Bid Process:** Management of bid process
- 4. Permits:** Identification of Permits and Approvals Necessary to Construct the Project, Including a Schedule with Realistic Review and Approval Process.
- 5. Construction Oversight:** Frequent inspection of the construction process and coordination with grant administrator, construction manager, City officials and Senior Center representatives.
- 6. Preparation of As-built Drawings:** Completion of as-builts after the project is completed.
- 7. Operation and Maintenance Plans:** For all mechanical systems.

**ASTORIA SENIOR CENTER RENOVATION  
SCOPE OF ARCHITECTURAL/DESIGN SERVICES**

**Anticipated Calendar**

<b>EVENT</b>	<b>DATE</b>
<b>SOQ Released</b>	<b>May 7, 2013</b>
<b>Proposals Due</b>	<b>May 30, 2013, 2:00 p.m.</b>
<b>Interviews</b>	<b>June 10 and 11, 2013</b>
<b>Proposal Evaluation Ends</b>	<b>June 14, 2013</b>
<b>Notice of Intent to Award Contract</b>	<b>June 21, 2013</b>
<b>Contract Award</b>	<b>July 2, 2013</b>
<b>Notice to Proceed</b>	<b>July 3, 2013</b>



April 24, 2013

**MEMORANDUM**

TO: MAYOR AND CITY COUNCIL

FROM:  PAUL BENOIT, CITY MANAGER

**SUBJECT: REQUEST TO SOLICIT "STATEMENT OF QUALIFICATIONS" – SENIOR CENTER GRANT ADMINISTRATOR**


**DISCUSSION/ANALYSIS**

The Community Development Block Grant (CDBG) that was awarded to the City to renovate the Astoria Senior Center requires that a grant administrator be appointed to monitor, track, and report project expenditures. Although the City is ultimately responsible for all expenditures, this individual would ensure that all State and Federal funds are properly expended in accordance with the grant agreement. Because of the amount of time it requires to manage the CDBG, City staff does not have the time capacity to carry out this activity. Furthermore, Federal regulations preclude the City from charging the grant for regular salaried staff time used to administer the grant. Therefore, it is advisable that the City solicit a Statement of Qualifications (SOQ) from firms or individuals who can perform the activities contained in the attached Scope of Work. After qualifications are evaluated, a recommendation for a contract will be brought to the Council for their consideration.

**RECOMMENDATION**

It is requested that the Council authorize staff to issue an SOQ for a Grant Administrator based on the attached Scope of Work.

Submitted By



**Brett Estes, Community Development Director /  
Assistant City Manager**

Prepared By



**Mike Morgan, Project Consultant**



**City of Astoria**  
**REQUEST FOR STATEMENT OF QUALIFICATIONS**

**Astoria Senior Center Renovation**  
**Community Development Block Grant**  
**Grant Administration**

**Due: May 10, 2013 2:00 PM**

The City of Astoria is seeking statements of qualifications from qualified professional Grant Managers for assistance with the above referenced project.

**INTRODUCTION**

The City of Astoria is soliciting Statements of Qualifications (SOQ's) from qualified firms, organizations or individuals to provide Grant Management services as defined within the attached Scope of Work. Work under this contract will be funded entirely with grant funds from the Oregon Community Development Block Grant Program.

No pre-submittal meeting is planned for this project.

**PROJECT DESCRIPTION**

The project primarily consists of the complete renovation of the Astoria Senior Center at 1111 Exchange Street, Astoria, including the installation of a kitchen and dining facility, removal of asbestos tile flooring, installation of a new HVAC system, insulation, a new roof, plumbing and electrical upgrades, new lighting, painting and other improvements.

**SCOPE OF SERVICES**

The Scope of Services for the Grant Management project is attached.

**PROJECT SCHEDULE**

Submittals must be received prior to 2:00 PM on May 10, 2013. Qualification packets will be recorded by City Engineering staff.

Qualification packets will be reviewed upon receipt. The selected consultant and negotiated fees will be presented to the Astoria City Council for their approval on May 20, 2013 and a Notice to Proceed is anticipated to be issued immediately after the City Council meeting. The construction of this project is anticipated to begin in October, 2013 and be complete by June, 2014.

**QUALIFICATION STATEMENT REQUIREMENTS**

The consultant is to provide adequate information that will render it qualified and capable of effectively accomplishing the project. Applicants are also encouraged to include a cover letter.

## EVALUATION CRITERIA

The consultant will be evaluated and ranked based on proven expertise, experience and technical merit. Added consideration will be given to those applicants who have successfully completed similar projects.

Criteria		Points
1	Specialized experience in the type of work to be performed.	25 Points
2	Capacity and capability to perform the work within the proposed schedule.	25 Points
3	Educational and professional record, including past record of performance on contracts with governmental agencies and private parties with respect to cost control, quality of work, and ability to meet schedules.	25 Points
4	Availability to perform the assignment and familiarity with the area in which the specific work is located.	25 Points
TOTAL		100 Points

Consultants are urged to review the terms and conditions outlined in the standard Contract for Professional Services in advance of submitting, and offer in writing any proposed modifications and/or objections to the terms and conditions as a part of the submittal.

## DELIVERY OF QUALIFICATION STATEMENTS

Deliver four (4) hard copies of the qualification statement to:

**Cindy Maynard, Public Works Administrative Assistant  
City of Astoria  
1095 Duane Street  
Astoria, OR 97103**

**RE: Astoria Senior Center Renovation Project**

Any qualification statements received after the above specified time will not be considered.

Electronic submittals will not be accepted.

The City reserves the right to cancel this request in whole or in part at any time, or otherwise reject any and all submissions for reasons deemed by the City that such an action would be in the City's best interest.

Address questions, comments, or concerns regarding the project directly to Cindy Maynard, Administrative Assistant, at (503) 338-5177.

## **PROPOSED SCOPE OF WORK FOR THE ASTORIA SENIOR CENTER COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM GRANT ADMINISTRATOR**

The Grant Administrator will:

- Serve as central contact for local, state, and federal representatives involved in the project
- Be knowledgeable about federal and state requirements affecting the project; attend workshops and other grant related training provided by the Oregon Business Development Department
- Coordinate all grant activities
- Administer all grant related contracts
- Ensure grant recipient meets all conditions of the grant contract and that contractors fulfill contractual obligations
- Monitor project progress against grant contract scope of work and budget and report progress to elected officials and the state

### **Grant Administration Responsibilities**

1. Assist and coordinate procurement of architect/engineering services and construction contractors:

- Possess knowledge of state law for procurement of materials and services
- Comply with state and local procurement laws and ordinances
- Prepare Requests for Proposals and/or Requests for Qualifications
- Coordinate drafting and reviewing of contracts to ensure compliance with federal requirements
- Prepare scope of services for each contract and obtain approval by appropriate regulatory authorities
- Ensure state review of all project related contracts
- Prepare contract amendments or requests to state for grant contract amendments when needed

2. Complete "first draw" requirements prior to requesting a drawdown of grant funds for **non-construction** activities including but not limited to:

- Ensure adoption and publication of a Fair Housing Resolution
- Obtain firm commitment of all other project funds
- Ensure compliance with the state of Oregon's Residential Anti-displacement and Relocation Assistance Plan, if applicable
- Ensure completion of Self Evaluation for Compliance with Section 504 Disability Accessibility Checklist and related requirements
- For recipients with 15 or more employees, assure a current Policy of Nondiscrimination on the Basis of Handicapped Status and related grievance procedures are in place
- Complete an OBDD reviewed Section 3 Plan
- Ensure an OBDD reviewed Limited English Proficiency Language Access Plan (LAP) has been completed

3. Complete "first draw" requirements prior to requesting a drawdown of grant funds for **construction** activities including but not limited to:

- Obtain review of plans, specifications and all bid documents, including the advertisement (call) for bids, at least 10 days before anticipated advertisement date
- Ensure that the appropriate environmental review process occurred and was completed **BEFORE** construction contract is awarded. This includes:
  - Publication of appropriate notice;
  - *Request for Release of Funds* submitted to OBDD. (Note: OBDD must send recipient a Release of Funds notice, signifying completion of environmental review requirements **BEFORE** the recipient signs any construction contract.)
- Submit a copy of preconstruction conference meeting minutes signed by the recipient and contractor(s)
- Submit notice of construction contract award and start of construction
- Submit copies of certified payroll reports from the general or subcontractor(s) whose work is covered by the drawdown request

4. Compliance with federal labor standards such as but not limited to:
  - Include correct federal Davis-Bacon and Oregon BOLI prevailing wage rates in the construction bid documents
  - Call the Department ten days prior to bid opening to obtain current Davis-Bacon and BOLI wage decisions
  - Ensure that all contractor/subcontractor agreement and fringe benefit summary forms are received from all contractors on the job site
  - Review certified payrolls, perform worker interviews, verify that correct base wage rates and fringe benefits are paid
  - Ensure that corrective action is taken for any noncompliance with federal labor standards provisions
  
5. Complete “final” draw requirements and project closeout such as but not limited to:
  - Submit a completed *Minority, Women and Emerging Small Business Activity Report*
  - Submit a completed Section 3 Summary Report, if applicable
  - Ensure holding of Second Public Hearing and submission of all necessary documentation
  - Economic Development and Microenterprise Grant program recipients must submit the final jobs reports and outcome and performance measure reports as outlined in Chapter 9 or 10, as applicable

**Budget:**

Proposed budget is not to exceed \$40,000, including the following components:

- |                               |          |
|-------------------------------|----------|
| 1. Grant administration       | \$25,000 |
| 2. Labor standards compliance | \$15,000 |



April 25, 2013

**MEMORANDUM**

TO: MAYOR AND CITY COUNCIL

FROM:  PAUL BENOIT, CITY MANAGER

SUBJECT: **AUTHORIZATION TO AWARD CONTRACT – UPPER RIDGE BLOWDOWN TIMBER SALE**

**DISCUSSION/ANALYSIS**

At the March 18 Council Meeting, Council authorized staff to solicit bids for a timber sale in the City's Watershed. The timber sale is being offered to remove timber blown down during the winter 2013 storms as a result of a large harvest adjacent to the watershed completed by the Campbell Group in the summer of 2012. The sale will remove the blowdown trees and remove additional trees to a point below the ridgeline to minimize future blowdown occurrence. The removal of the down trees will also minimize fire risks from the heavy fuel loading from those trees.

The following bids were received and are quoted as gross revenue based on the advertised volume:

Hampton Tree Farms Inc.-	\$159,883.20
Sanders Wood Products-	\$147,840.00

With the addition of the non-bid species, it is estimated that the gross revenue will be \$172,000.00. The net revenue after reforestation and other project costs, is estimated to be approximately \$152,000.00

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

**RECOMMENDATION**

It is recommended that City Council award a contract to Hampton Tree Farms Inc. for the Upper Ridge Blowdown Timber Sale.

Submitted By



**Ken P. Cook, Public Works Director**

Prepared By



**Mike Barnes, Forrester**

**CITY OF ASTORIA**  
**Upper Ridge Blowdown 2013**

This Contract, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the CITY of Astoria, a municipal corporation of the State of Oregon, hereinafter called "CITY", and Hampton Tree Farms, Inc., PO Box 2315, Salem, OR 97308, hereinafter called "PURCHASER".

WITNESSETH

WHEREAS, the CITY sells to PURCHASER and PURCHASER buys from CITY trees designated and described in Scope of Work; and

WHEREAS, PURCHASER is able and prepared to harvest designated timber 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. PURCHASER SERVICES

A. PURCHASER'S responsibilities are defined solely by this Contract and its attachment and not by any other contract or agreement that may be associated with this project.

B. The PURCHASER'S work shall be performed as expeditiously as is consistent with safety and the orderly progress of work. All work shall be completed no later than **October 31, 2013**.

2. PAYMENT TO CITY

A. PURCHASER agrees to pay CITY:

\$333.09 per mbf for Hemlock/Pacific Silver Fir

\$400.00 per mbf for Douglas-fir

\$150.00 per mbf for Sitka Spruce

\$300.00 per mbf for Sawlog Alder

\$ 7.00 per ton for Pulp logs

B. An initial payment of \$15,988.32 shall be made to the City prior to commencement of activities.

C. Payment schedule shall be based upon terms as outlined in Section 17 of the attached Scope of Work.

3. TITLE TO TREES

1) During the period of this Contract, and any extension, PURCHASER shall have the right to cut and remove designated trees. Such right shall be conditioned upon PURCHASER complying with the provisions of this Contract. PURCHASER shall be listed as timber owner on the Notification of Operation, as filed with the Oregon Department of Forestry.

Any right of PURCHASER to cut and remove the trees shall expire and end at the time this Contract, or any extension, terminates. All rights and interests of PURCHASER in and to trees and logs remaining in the project area shall, at that time, automatically revert to and revest in the CITY, without compensation to PURCHASER.

4. PURCHASER IDENTIFICATION

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

5. PURCHASER'S REPRESENTATIVE

For purposes hereof, the PURCHASER'S authorized representative will be David Kunert.

6. CITY'S OBLIGATIONS

In order to facilitate the work of the PURCHASER as above outlined, the CITY shall furnish to the PURCHASER 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 PURCHASER, assisting the PURCHASER with making contacts and facilitating meetings, as necessary.

7. PURCHASER IS INDEPENDENT PURCHASER

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

B. PURCHASER acknowledges that for all purposes related to this Contract, PURCHASER is and shall be deemed to be an independent PURCHASER 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 PURCHASER 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 PURCHASER under the terms of the Contract, to the full extent of any benefits or other remuneration PURCHASER 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 PURCHASER or a third party) as a result of said finding.

C. The undersigned PURCHASER 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 PURCHASER, either directly or indirectly, in connection with the letting or performance of this Contract, except as specifically declared in writing.

8. ASSIGNMENT OF CONTRACT.

PURCHASER shall not assign, sell, or transfer rights, or delegate responsibilities under this Contract, in whole or in part, without the prior consent of the CITY. CITY will consent only when assignment is consistent with CITY'S fiduciary duties. No such written approval shall relieve PURCHASER of any obligations under this Contract, and any transferee shall be considered the agent of the PURCHASER and bound to perform in accordance with the Contract. PURCHASER



shall remain liable as between the original parties to the Contract as if no assignment had occurred.

9. SUBCONTRACTING

PURCHASER acknowledges and agrees that if PURCHASER subcontracts all or any part of the Operations, such subcontracting shall in no way relieve PURCHASER of any responsibility under this Contract. PURCHASER shall notify CITY in writing of the names and addresses of each subcontractor prior to the commencement of any Contract work by the subcontractor.

10. CANCELLATION FOR CAUSE

CITY may cancel all or any part of this Contract if PURCHASER breaches any of the terms herein or in the event of any of the following: Insolvency of PURCHASER; voluntary or involuntary petition in bankruptcy by or against PURCHASER; appointment of a receiver or trustee for PURCHASER, or any assignment for benefit of creditors of PURCHASER. 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. PURCHASER 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.

11. ACCESS TO RECORDS

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

12. FORCE MAJEURE

Neither CITY nor PURCHASER 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 disabled provided the party so disabled 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.

13. NONWAIVER

The failure of the CITY to insist upon or enforce strict performance by PURCHASER 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.

14. 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.

15. 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.

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

17. INDEMNIFICATION

With regard to Comprehensive General Liability, PURCHASER 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, PURCHASER, or others resulting from or arising out of PURCHASER'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 PURCHASER 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 PURCHASER.

With regard to Personal Liability, PURCHASER agrees to indemnify and hold harmless the CITY of Astoria, its Officers and Employees from any and all liability, settlements, loss, reasonable defense costs, attorney fees and expenses arising out of PURCHASER'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 PURCHASER and the Client, this indemnification and agreement to assume defense costs applies only to the extent of negligence of PURCHASER.

With respect to Commercial Liability and Personal Liability, PURCHASER reserves the right to approve the choice of counsel.

18. INSURANCE

PURCHASER shall obtain and maintain the following insurance: \$2,000,000 Commercial General Liability, \$1,000,000 Automobile Liability, \$1,000,000 Logger's Broad Form and \$1,000,000 excess or umbrella policy. CITY will be listed as an "Additional Insured" on each policy. Such insurance shall provide a waiver of subrogation in favor of City. Coverage shall include PURCHASER, Sub-contractors, and anyone directly or indirectly employed by either. The comprehensive general liability shall be combined single limit for broad form liability property damage and bodily injury. Such insurance shall not be canceled or its limits of liability reduced without thirty (30) days prior notice to CITY. A copy of an insurance certificate in form satisfactory to CITY certifying the issuance of such insurance shall be furnished to CITY. Such insurance shall not be canceled or its limits of liability reduced without thirty (30) days written notice to CITY.

19. WORKMEN'S COMPENSATION

The PURCHASER, its sub-contractors, and all employers working under this Agreement are 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. PURCHASER shall provide proof of worker's compensation coverage to CITY.

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

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

PURCHASER shall pay all contributions or amounts due the Industrial Accident Fund from PURCHASER or any subPURCHASER incurred in the performance of the contract. PURCHASER 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. PURCHASER shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

21. PAYMENT OF CLAIMS BY PUBLIC OFFICERS

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

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

22. PAYMENT OF MEDICAL CARE

PURCHASER 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 PURCHASER, of all sums which the PURCHASER agrees to pay for such services and all moneys and sums which the PURCHASER 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.

23. OVERTIME

Employees shall be paid at least time and a half for all overtime work in excess of 40 hours in any one-week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime.

24. NO THIRD PARTY BENEFICIARIES

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

25. 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.

26. HARVEST TAX LIABILITY

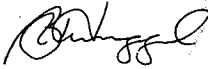
PURCHASER shall be responsible for payment of all Department of Revenue Timber Harvest Taxes.

27. COMPLETE CONTRACT

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

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

Approved as to form:



Digitally signed by Blair Henningsgaard  
DN: cn=Blair Henningsgaard, o,  
ou, email=blair@astorialaw.net,  
c=US  
Date: 2013.04.25 12:34:19 -08'00'

Attorney

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

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

BY: \_\_\_\_\_  
City Manager Date

BY: \_\_\_\_\_  
Purchaser Date

BID FORM

CITY OF ASTORIA  
UPPER RIDGE BLOWDOWN

Bid Opening April 25, 2013  
10:00 AM Pacific Daylight Savings Time

Submitted to: City of Astoria  
Public Works Department  
Attn: Ken P. Cook  
1095 Duane St.  
Astoria, Oregon 97103

The following bid is for timber only described under the terms described in the invitation to bid.

Bidder acknowledges that this offer is for **Timber Only, "As Is"** and that the City reserves the right to reject any and all bids. Bidder has made a careful and independent determination of the conditions requisite to the transaction contemplated herein.

Bidder has submitted a **\$10,000 Bid Deposit**, which must be included with this bid, in the form of a cashier's or certified check.

Bid Species Hemlock/Silver Fir \$ 333.09 Per mbf  
(Minimum bid \$290.00/mbf)

No Bid Species

Douglas-fir \$400.00/mbf  
Sitka Spruce \$150.00/mbf  
Alder Sawlog \$300.00/mbf  
Pulp Log \$ 7.00/ton

Bidder: HAMPTON TREE FARMS, INC

Tax ID No.: 93 0347681

Address: PO Box 2315  
SALEM, OR 97308

Phone: (503) 365 8400

Authorized Representative   
(Signature and Title) FORSTER

Printed Name DAVID KUMPF

Date April 25, 2013

**CERTIFICATION OF ELIGIBILITY  
TO BID ON CITY TIMBER**

Hampton Tree Farms, Inc. hereby certifies that they:

**EXPORT**

- (a) Will not export the unprocessed city timber as defined in OAR 629-031-0020 which is the subject of this transaction;
- (b) Will not sell, transfer, exchange, or otherwise convey the unprocessed timber as defined above which is the subject of this transaction to any other person without first obtaining a certification from that person which meets the requirements of OAR 629-031-0030.
- (c) Are not prohibited by OAR's 629-031-0005 from bidding for unprocessed city timber.
- (d) Understand that falsely entering into this certification is a violation of the Forest Resources Conservation Amendments Act of 1993 and OAR Chapter 629, Division 31, and is subject to any and all penalties contained therein.
- (e) Have not exported unprocessed timber originating from private lands in Oregon in the last 24 months.

**DEFAULT, TERMINATION, AND OTHER RELATED MATTERS**

- (a) Are not currently in default status under any timber sale contract sold by the City.
- (b) Has not, within a 3-year period preceding this bid, had one or more Federal, State, or local timber sales terminated for cause or default.
- (c) If (b) above is Yes, has submitted an explanation, in writing, with this bid for consideration by City. Any such explanation shall be submitted at the time of bid on a separate piece of paper.

Signed

Title

Partner

Dated

April 25, 2013

[Note: For the purpose of this form, the definition of unprocessed timber is the same as in OAR 629-031-0005.]



April 29, 2013

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  PAUL BENOIT, CITY MANAGER

SUBJECT: AGREEMENT WITH COUNTY FOR CLATSOP NET PEN ACCESS PIER

**DISCUSSION/ANALYSIS**

Clatsop County accesses and maintains the salmon net pens supporting the Youngs Bay Terminal Fishery via a City-owned pier located at the southeast corner of the City's "Yacht Club Property". In a recent winter storm, the pier was heavily damaged. With County assistance the City secured a grant from the Oregon Department of Fish and Wildlife to make needed repairs. Total cost of the work was \$41,820.84, inclusive of a \$10,000 match. Clatsop County agreed to contribute 50% of the required match.

To account for their contribution and to address possible future structural repair requirements, staff is proposing that the Council consider entering into a revised Lease Agreement with Clatsop County. Attached for Council's review are the 2010 Agreement that is currently in effect and the proposed revised Agreement.

The proposed Lease Agreement, drafted by the City Attorney and approved by County Counsel, addresses the contribution of the grant match and future repairs in Section 1. A new Section 9 has been added to address a County request to have opportunity to consider acquisition of the Yacht Club site to protect their interest in the net pen operations should the City ever consider a sale of the property.

**RECOMMENDATION**

It is recommended that Council authorize entering into a revised Lease Agreement with Clatsop County for use of the City-owned "Clatsop Net Pen Access Pier".

**LEASE AGREEMENT**

THIS INDENTURE OF LEASE, made and entered into this 13th day of September, 2010 by and between the City of Astoria, hereinafter referred to as "LESSOR", Clatsop County Fisheries through Clatsop County, hereinafter referred to as "LESSEE".

**WITNESSETH:**

IN CONSIDERATION of the covenants, agreements, and stipulations herein contained on the part of LESSEE to be paid, kept, and faithfully performed, LESSOR does hereby lease, demise and let unto said LESSEE property described on the attached drawing designated Exhibit A.

TO HAVE AND TO HOLD the above described premises for a period of five years commencing with the 1<sup>st</sup> day of January, 2010 and ending at midnight on the 31<sup>st</sup> day of December, 2015; to be reviewed annually.

IN CONSIDERATION of the leasing of the said premises and the mutual agreements herein contained, the parties agree as follows;

**Section 1: COST SHARING AGREEMENT**

1.1 In lieu of rent payments, LESSEE agrees to participate in and share cost of the fishing pier and fishing dock maintenance and repair activities as needed and mutually agreed upon by LESSOR and LESSEE. LESSEE'S cost share shall not exceed \$4,000 during the period January 1, 2010 through December 31, 2015, with cost sharing reviewed annually and dependent on available funds. If both parties are unable to agree on cost sharing, either party may declare this lease terminated. LESSEE shall have ninety (90) days to vacate the premises.

**Section 2: NOTICE OF TERMINATION**

2.1 The City reserves the right to terminate the Lease at any time at its sole discretion upon providing to LESSEE ninety (90) days written notice in advance of the date of termination.

**Section 3: USE OF PREMISES**



3.1 LESSEE may use the premises at the Astoria Yacht Club, specified in Exhibit A, to access the submerged land leased by Clatsop County, to locate and maintain a feed storage trailer; to provide parking for Clatsop County Fisheries employee vehicles; to offload fish; to provide fish identification (coded-wire tagging); to locate and maintain small equipment; i.e. forklifts, pumps, etc.; and LESSEE shall not make any unlawful, improper, or offensive use of the premises.

#### **Section 4: COMPENSATION FOR IMPROVEMENTS**

4.1 LESSEE shall make no improvements to the premises, nor cause waste to the premises or degrade the natural character of the premises without expressed permission of LESSOR.

#### **Section 5: LIENS AND ENCUMBRANCES**

5.1 LESSEE shall not permit any lien or encumbrance of any kind, type or description to be imposed upon the premises or any improvements presently located thereon or hereinafter constructed. Should LESSEE allow the imposition of any such liens or encumbrances, LESSOR, in its sole discretion, may expend whatever sums it deems appropriate to defend, negotiate or settle said lien or encumbrance and LESSEE shall become liable to LESSOR for any such sums expended by LESSOR.

#### **Section 6: INSURANCE**

6.1 LESSEE shall obtain and maintain liability insurance coverage. LESSEE shall provide, at a minimum, amount sufficient to meet the liability limits of ORS 30.270.

#### **Section 7: RIGHT OF ASSIGNMENT**

7.1 LESSEE will not assign, transfer, pledge, hypothecate, surrender, or dispose of this lease or any interest herein or permit any other person or persons whomsoever to occupy the demised premises without the written consent of LESSOR, such consent to be in LESSOR'S sole discretion.

#### **Section 8: INDEMNIFICATION**

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

**Section 9: MISCELLANEOUS PROVISIONS**

9.1 The LESSEE shall not allow the premises to fall into disrepair or suffer any waste or damage and shall return the premises to the LESSOR in the same or similar condition as delivered. If the LESSEE fails to return the premises in said condition, the LESSOR may give written notice to the LESSEE specifying the conditions which need correction. If the correction has not been completed within sixty days, the LESSOR may make repairs and the LESSEE shall reimburse the LESSOR for any costs it incurs. LESSOR acknowledges that upon termination of this lease agreement LESSEE may take all docks, fish pens, trailers, fish, feed, forklift and other miscellaneous LESSEE property located on the premises.

9.2 During the term of this lease LESSOR shall provide and pay for (1) portable toilet services from June 1 through September 30, and LESSEE shall provide and pay for same services from January 1 through May 31 and from October 1 through December 31.

9.3 LESSEE shall provide a fishing dock for recreational fishing use and four fish pens for public viewing and interpretation at the end of the access pier for the LESSOR'S non-exclusive use for the duration of the Lease.

9.4 It shall be lawful for LESSOR, its agents and representatives, at any reasonable time to enter into or upon said demised premises for the purpose of examining the condition thereof or any other lawful purpose.

9.5 In the event LESSEE for any reason shall hold over after the expiration of this Lease, such holding over shall not be deemed to operate as a renewal or

extension of this Lease but shall only create a tenancy from month to month, which may be terminated at will at any time by LESSOR.

9.6 Any waiver by LESSOR of any breach of any covenant herein contained to be kept and performed by LESSEE shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent LESSOR from declaring forfeiture for any succeeding breach, either of the same condition or covenant or otherwise.

9.7 Any notice required by the terms of this Lease to be given by one party to the other or desired so to be given, shall be sufficient if in writing, contained in a sealed envelope, deposited in the U.S. Registered Mail with postage fully prepaid and if intended for LESSOR herein, addressed to LESSOR at City of Astoria, 1095 Duane, Astoria, OR 97103; and if intended for LESSEE herein, addressed to LESSEE at Clatsop County Fisheries, Attention: Steve Meshke, 2001 Marine Dr. #253, Astoria, OR 97103. Any such notice shall be deemed conclusively to have been delivered to the addressee thereof 48 hours after deposit of such notice in the U.S. Registered Mail.

9.8 LESSEE agrees to obey all City, County, State, and Federal laws, regulations, and ordinances pertaining to LESSEE'S use of the demised premises.

IN WITNESS WHEREOF the parties hereto have executed this Lease on the date first set above.

LESSOR:

LESSEE:

CITY OF ASTORIA

CLATSOP COUNTY MANAGER  
FOR CLATSOP COUNTY, OREGON

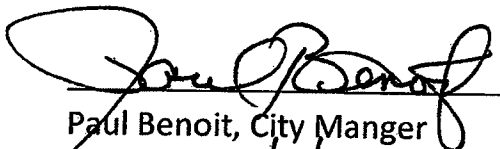
  
Willis Van Dusen, Mayor

  
Duane Cole

Dated: 11-1-10

Dated: 12/14/2010

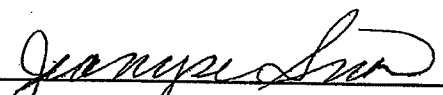
ATTEST:

  
Paul Benoit, City Manger

Dated: 11/1/2010

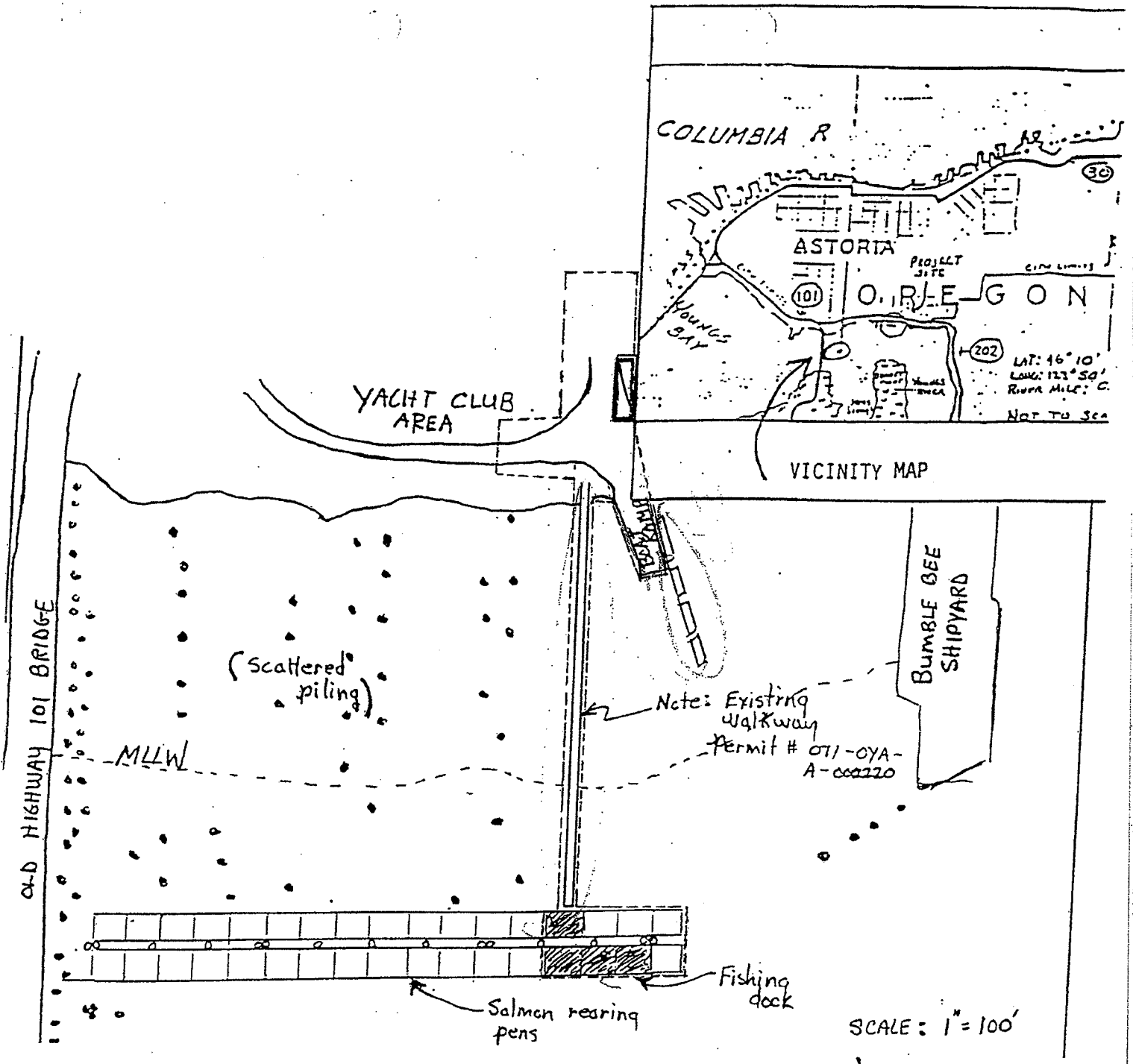
APPROVED AS TO FORM:

APPROVED AS TO FORM:

  
Jeanyse Snow, City Attorney

Dated: 10-27-10

  
County Counsel



Description: The approximate area outlined by the dotted line. Area includes a portion of upland parking area, boat ramp, walkway access, and the fishing dock / net-pen structure.

## LEASE AGREEMENT

**DATE:** May \_\_\_\_ 2013

**PARTIES:** **City of Astoria**  
C/o City Manager  
1095 Duane Street  
Astoria, Oregon 97103

("Lessor")

**Clatsop County**  
C/o Clatsop County Manager  
800 Exchange St, Suite 410  
Astoria, Oregon 97103  
(503) 325-1000

("Lessee")

THIS INDENTURE OF LEASE, made and entered into effective this \_\_\_\_ day of May, 2013 between the **City of Astoria**, an Oregon Municipal Corporation, hereinafter referred to as Lessor, and **Clatsop County**, a Political Subdivision of the State of Oregon, hereinafter referred to as Lessee.

### WITNESSETH:

IN CONSIDERATION of the covenants and stipulations herein contained on the part of Lessee to be paid, kept and faithfully performed, Lessor does hereby lease, demise and let unto said Lessee, AS IS, that certain pier located on the property described in Exhibit A, commonly known as the Clatsop Net Pen Access Pier (Pier). In addition, Lessor will designate a portion of the upland for Lessee's non-exclusive use as employee parking, location of a feed storage trailer, fish off-loading, fish coding and parking of equipment (i.e. forklift). The demised Premises consist of the pier only and not the land.

TO HAVE AND TO HOLD the above described premises for a period of time commencing with the 1<sup>st</sup> day of May, 2013 and ending at midnight on the 30<sup>th</sup> day of April, 2018. If the Lease has not been terminated and is not in default at the time each option is exercised or at the time the renewal term is to commence, this Lease may be renewed for two successive terms of five (5) years each, as follows: The option shall be exercised by Lessee giving Lessor written notice of its intent to renew, at least 120 days before the last day of the expiring term. If Lessor does not wish to renew, Lessor shall then have 90 days to notify Lessee of that in writing, otherwise the Lease shall be binding for the renewal term without further act of the parties.

IN CONSIDERATION of the leasing of the said Premises and the mutual agreements herein contained, the parties agree as follows:

### SECTION 1. CONSIDERATION

In lieu of rent payments, Lessee shall perform all routine maintenance and repair on the fishing Pier as needed. Any major structural repair not otherwise covered by insurance or a third party will be undertaken by mutual agreement between Lessor and Lessee. Lessor has received an ODFW Grant to repair recent storm damage to the pier. Lessee will contribute 50% up to \$5,000, as matching contributions required under the Grant.

### SECTION 2. IMPROVEMENTS

Lessee shall make no improvements to the Premises, nor cause waste to the Premises or degrade the natural character of the Premises without expressed permission of Lessor.

### **SECTION 3. LIENS AND ENCUMBRANCES**

Lessee shall not permit any lien or encumbrance of any kind, type, or description to be imposed upon the Premises or upon any improvements presently located thereon or hereinafter constructed. Should Lessee allow the imposition of any such liens or encumbrances, Lessor, in its sole discretion, may expend whatever sums it deems appropriate to defend, negotiate or settle said lien or encumbrance and Lessee shall become liable to Lessor for any such sums expended by Lessor, including attorney fees.

### **SECTION 4. INSURANCE AND INDEMNITY**

4.1 Lessor shall obtain property insurance insuring the pier against hazard and provide Lessee with a Certificate of Insurance upon execution of this Agreement and annually thereafter.

4.2 Lessee shall obtain and maintain liability insurance coverage satisfactory to Lessor, naming Lessor as an insured party with \$2,000,000 minimum combined single limit coverage, or its equivalent or such additional amount as may be required to meet coverage requirements under ORS 30.270. Lessee shall provide Lessor with a Certificate of Insurance upon execution of this Agreement and annually thereafter.

4.3 Except for claims arising solely from the negligence of Lessor, its employees or its agents, Lessee agrees to indemnify and hold Lessor harmless from and against all actions, suits, claims and demands for loss or damage, including property damage, personal injury and wrongful death, arising out of or in connection with Lessee and its lease of the Premises, including any claims for attorney fees and costs.

### **SECTION 5. RIGHT OF ASSIGNMENT**

Neither party will assign, transfer, pledge, hypothecate, surrender or dispose of this Lease or any interest herein without the written consent of the other.

### **SECTION 6. INDEPENDENT CONTRACTOR STATUS**

With respect to any work performed by Lessee on or to the Premises, Lessee shall be an independent contractor and will be responsible for any Federal or State taxes applicable to services rendered by contractor, its employees and agents and will not be eligible for any benefits as a result of payments pursuant to this Agreement for Federal Social Security, State Workers' Compensation, Unemployment Insurance or Public Employees' Retirement System benefits.

### **SECTION 7. TERMINATION OF LEASE**

This Lease may be terminated by either party upon 90 days written notice to the other. On termination, Lessee will remove all docks, fish pens, fish, equipment, and personal property from the Premises. In the event that Lessor terminates the lease at any time during the initial five-year term, for a reason not described in Section 9, it will reimburse Lessee the sum of \$5,000 reduced by a percentage equal to the percentage of the five year period occupied by Lessee.

### **SECTION 8. MISCELLANEOUS PROVISIONS**

8.1. It shall be lawful for Lessor, its agents and representatives, at any reasonable time to enter into or upon said demised Premises for the purpose of examining into the condition thereof or any other lawful purpose.

8.2. Any notice required by the terms of this Lease to be given by one party to the other or desired so to be given, shall be sufficient if in writing, contained in sealed envelope, deposited in the U.S. Certified Mails with postage fully prepaid and if intended for Lessor herein, addressed to Lessor **c/o City Manager, City of Astoria, 1095 Duane Street, Astoria, Oregon 97103** and if intended for Lessee herein, addressed to Lessee **c/o Clatsop County Manager, 800 Exchange, Suite 410, Astoria, Oregon 97103**. Any such notice shall be deemed conclusively to have been delivered to the addresses thereof 48 hours after deposit of such notice in the U.S. Certified Mails.

8.3 During the term of this Lease Lessor shall provide and pay for portable toilet services from June 1 through September 30, and Lessee shall provide and pay for same services from January 1 through May 31 and from October 1 through December 31.

8.4 Lessee shall provide a fishing dock for recreational fishing use and four fish pens for public viewing and interpretation at the end of the access pier for Lessor's non-exclusive use for the duration of the Lease.

8.5. Lessee agrees to obey all Federal, State, County, and City laws, regulations and ordinances pertaining to Lessee's use of the demised Premises.

#### **SECTION 9. RIGHT OF FIRST REFUSAL**

If Lessor receives an acceptable offer to purchase the property described in Exhibit A at any time that this lease is in effect, then, before accepting the offer, Lessor will give Lessee a copy of the executed offer. When Lessee receives the offer, Lessee will have the option to purchase the property at the same price and on the same terms and conditions as are contained in the offer. The option may only be exercised by notice to Lessor within 30 calendar days after receiving the offer. If Lessee fails to timely exercise its purchase option, then Lessor may sell the property according to the terms of the offer to the third-party offeror. If Lessor is unable to sell the property to a third-party within Lessee's failure to exercise its option with respect to a third-party offer, then Lessee's option rights under this will be reinstated. As used in this Section the term *sell* means actually conveying Lessor's interest in the property to a third party, or any agreement between Lessor and a third party for a future conveyance of Lessor's interest in the property or any transaction that is the substantial equivalent of such a conveyance or agreement for such a conveyance.

**IN WITNESS WHEREOF** the parties hereto have executed this Lease Agreement on the date first set out above.

**Lessor:**

**Lessee:**

\_\_\_\_\_  
By: Willis Van Dusen, Mayor  
City of Astoria

\_\_\_\_\_  
By: Peter Huhtala, Chair  
Clatsop County Board of Commissioners  
Clatsop County



## EXHIBIT A

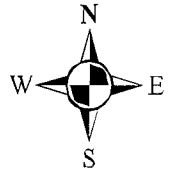
Block 37 Olney's Addition to the City of Astoria in Sections 17 and 18, Township 8 North, Range 9 West, Willamette Meridian, Includes vacated Bay Avenue and the West one half vacated 7<sup>th</sup> Street, EXCEPT that portion of vacated Bay Avenue described in book 350, Page 438 Deed Records Clatsop County Oregon.

Also includes the frontage together with tidelands, wharfing rights, water rights easements and privileges South and fronting thereon to the channel of Youngs Bay.

# EXHIBIT A

## Block 37 Olneys Addition to the City of Astoria

Date: 4-23-13



Not to Scale



16	30	13	28
17	29	14	27
18	28	15	26
19	27	16	25
20	26	17	24
21	25	18	23
22	24	19	22
23	23	20	21
24	22		
25	21		
26	20		

City of Astoria  
Owned Parcel

County Leased Dock

YOUNGS

DUKEHEAD

CITY



April 25, 2013

**MEMORANDUM**

TO: MAYOR AND CITY COUNCIL

FROM:  PAUL BENOIT, CITY MANAGER

SUBJECT: 17<sup>TH</sup> STREET DOCK REPLACEMENT PROJECT – PAY ADJUSTMENT #5

**BACKGROUND**

In August, 2010, the Oregon Transportation Commission awarded a Connect Oregon III grant to the City in the amount of \$3,804,800 for the design and reconstruction of the 17th Street Dock. The grant required a \$1,000,000 match. The City secured a \$1,250,000 loan from the Infrastructure Finance Authority (IFA) for a total of \$5,054,800.

On June 25<sup>th</sup>, 2012, the Astoria City Council awarded a construction contract to Bergerson Construction in the amount of \$4,266,137.00 for the 17<sup>th</sup> Street Dock Replacement Project. The project construction commenced on September 1<sup>st</sup> and is currently scheduled for completion by early-mid June.

Following is a summary of the pay adjustments to date:

Pay Adjustment (Described below)	Amount	Contract Amount	Contingency Balance	Contingency Balance Percent
		\$4,266,137.00	\$400,000.00	100%
1	(\$23,297.00)	\$4,242,840.00	\$423,297.00	106%
2	\$11,934.84	\$4,254,774.84	\$411,362.16	103%
3	\$50,053.18	\$4,304,828.02	\$361,308.98	90%
4	\$62,820.78	\$4,367,648.80	\$298,488.20	75%
5	\$93,818.99	\$4,461,467.79	\$204,669.21	51%

( ) = credit

Pay Adjustment #1 - Multiple credits to the project and added Additive Bid Item #2 - Replacement of the Floating Dock Piles

Pay Adjustment #2 - Additional credits and added utility costs

Pay Adjustment #3 - Miscellaneous additional utility work and the addition of guardrail improvements

Pay Adjustment #4 – Electrical system components

Pay Adjustment #5 (Current) – Mooring Camels, Floating Dock Repairs and miscellaneous items

**DISCUSSION/ANALYSIS**

The current pay adjustment consists of 14 items consisting of many structural modifications/adjustments and dock details determined necessary during the process of constructing the dock. See the attached change order for details. Of larger financial significance are the following items:

**New Mooring Camels (\$49,128.00)** – The existing mooring camels have experienced significant damage and one has been completely destroyed by storm damage while in use at the Port of Astoria. Camels are floating separators that are placed between a vessel and a dock or pier to prevent damage to both the moored vessel and the dock. They are constructed from foam filled high density polyethylene pipe, and in this application they are 36 inches in diameter with four 60 foot sections. The existing camels experienced severe service duty because of the high wind and wave wind conditions of recent years at the old dock, and one had been broken and repaired in the past. New camels are important to the dock and will help reduce the potential for future failure and resulting damage to the new dock and the Coast Guard Cutters.

**Floating Dock Repair (\$15,504.88)** – Similar to the mooring camels, the existing floating dock had experienced storm damage this past season and a portion of the dock had to be taken out of service. This would be an opportune time to make repairs to the dock prior to bringing it back to the 17<sup>th</sup> Street Dock and will save money by eliminating the need to set it in place and then re-set it with the repaired section at a later date. The new main dock structure has enhanced wave attenuator walls which are specially designed to protect against future wave damage.

Note: The project is still owed a credit of at least \$12,035.56 in transformer materials costs reimbursement from the project electrical designer.

As the project now heads into the final stage of construction, it is anticipated that there will be no further need for additional pay adjustments.

**RECOMMENDATION**

It is recommended that the Astoria City Council authorize Pay Adjustment #5 which will result in a contract increase of \$93,818.99.

Submitted By

  
Ken P. Cook, Public Works Director

Prepared By

  
Jeff Harrington, City Engineer



# Astoria

## ENGINEERING

## DIVISION

### CHANGE ORDER #5

DATE: April 24, 2013  
 PROJECT: 17<sup>th</sup> St Dock Reconstruction Project  
 CONTRACTOR: Bergerson Construction

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.

Legend: COP (Change Order Proposal)

Item	Description	Quantity	Unit Cost	Total Cost
COP #018	Add - Trench Wall Changes "Staging Area"	1 LS	\$4,587.06	\$4,587.06
COP #020	Add - Lightship Surge Chain Attachments (2)	1 LS	\$2,058.50	\$2,058.50
COP #021	Add - Floating Dock Gangway Attachment	1 LS	\$2,150.50	\$2,150.50
COP #022	Add - Domestic Water Line Fittings	1 LS	\$2,548.40	\$2,548.40
COP #023	Add - Coast Guard Shacks Modifications	1 LS	\$2,369.00	\$2,369.00
COP #024	Add - Plaza Sidewalk & Curb Concrete	1 LS	\$4,023.85	\$4,023.85
COP #025	Add - Mooring Camel Attachments	1 LS	\$2,087.25	\$2,087.25
COP #026	Deduct - Re-Painting Guard Shacks Scope	1 LS	(\$3,018.75)	(\$3,018.75)
COP #027	Add - Observation Deck Attachment	1 LS	\$2,657.05	\$2,657.05
COP #028	Add - Trim Pre-Cast Deck & Trench Lid Panels (3) & Cut Pre-Cast Trench Lid (1)	1 LS	\$3,766.25	\$3,766.25
COP #029	Add - Structural Repairs to Observation Deck	1 LS	\$5,957.00	\$5,957.00
COP #030	Add - Floating Dock Repairs	1 LS	\$15,504.88	\$15,504.88
COP #031	Add - New Mooring Camels (4)	1 LS	\$49,128.00	\$49,128.00
<b>Change Order Total =</b>				<b>\$93,818.99</b>
Previous Contract Amount =				\$4,367,648.80
<b>Revised Contract Amount =</b>				<b>\$4,461,467.79</b>

This Change Order becomes part of and in conformance with the existing contract. The above changes (COP #029, COP #030, COP #031 & Prior Approved COP #019) warrant a **48 calendar day** time extension based on the additive work. The entire contract completion duration to date is extended by **106 calendar days**.

**EXPLANATIONS:**

**COP #018** - This change is related to the following: Engineer's design modifications that were not shown in the contract drawings related to the location of the trench walls in the staging area.

**COP #020** - This change is related to the following: Provide two fixed surge chain attachment points for mooring the Lightship. Contract drawings did not address this requirement.

**COP #021** - This change is related to the following: Revise the connection between the floating gangway and the dock structure. The existing connection provided no lateral flexibility and required repairs in the past on numerous occasions. Contract documents only specify re-use of the existing connection.

**COP #022** - This change is related to the following: Required use of mechanical pipe joint fittings in lieu of welding the joints due to 2" pipe diameter change by Public Works.

**COP #023** - This change is related to the following: The Coast Guard has requested to raise the height of the two guard shacks to provide increased visibility by the guard shack staff.

**COP #024** - This change is related to the following: Remove and replace existing plaza concrete in the area where the Fire Hydrant was relocated to accommodate the Astoria FD's access to the dock structure.

**COP #025** - This change is related to the following: Provide mooring camel(s) attachments for the Coast Guard cutters not shown in the contract documents.

**COP #026** - This change is related to the following: Delete the contract scope to re-paint the Coast Guard Shacks, they were recently re-painted by the Coast Guard.

**COP #027** - This change is related to the following: Additional work required for separation of the wooden Observation Deck and the new concrete trestle not shown on the contract drawings.

**COP #028** - This change is related to the following: Trim the length of two pre-cast concrete panels and one pre-cast concrete trench lid panel between grids "0" & "1" to address a design error on the contract drawings.

**COP #029** - This change is related to the following: Structural repairs to the observation deck.

**COP #030** - This change is related to the following: Repairs/upgrades to the floating dock.

**COP #031** - This change is related to the following: Supply and install new mooring camels (four each) in support of the Coast Guard Cutters.

CHANGE ORDER ACCEPTED BY:

Jeff Harmy 4/25/13  
City Engineer Date

\_\_\_\_\_  
City Manager Date

K. P. Cook 4/25/13  
Public Works Director Date

[Signature] 04.25.13  
Contractor Date



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

April 24, 2013

**MEMORANDUM**

TO: MAYOR AND CITY COUNCIL

FROM:  PAUL BENOIT, CITY MANAGER

SUBJECT: **HERITAGE SQUARE EPA BROWNFIELD GRANT – REQUEST FOR AUTHORIZATION TO AWARD CONTRACT FOR ENVIRONMENTAL CONSULTANT SERVICES**

**DISCUSSION/ANALYSIS**

In late 2011, the Oregon Department of Environmental Quality (DEQ) offered, and the City accepted, a grant in the amount of \$50,000 for site assessment to further analyze the presence of any contaminants at the Heritage Square site. In early 2012, a representative from Business Oregon contacted City staff to inform them of a grant opportunity which could provide additional funds for site assessment and also remediation, if required. The representative stated that the grant would be provided through the Environmental Protection Agency's (EPA) Brownfield Multi-Purpose Pilot Grant program.

In February 2012 City Council held a public hearing on submittal of the EPA grant application and subsequently authorized submittal. The grant application requested \$400,000 (\$200,000 for assessment and \$200,000 for remediation). A twenty percent cash match would apply to remediation work funded by the grant. No cash match is required for assessment work funded by the grant. Therefore, the maximum amount of match which could be required for this grant would be \$40,000 (if one hundred percent of the remediation grant funds were used). The cash match is proposed to come from the Astor-East Urban Renewal fund and / or the Capital Improvement Fund. The grant was subsequently awarded and on September 17<sup>th</sup> the City Council accepted the grant.

At the December 17<sup>th</sup> City Council meeting, staff received authorization to solicit a Request for Qualifications (RFQ) document for an Environmental Consultant that will perform the work outlined in the Work Plan that was prepared for the grant application. In general the work includes the following items:

- Project Management and Reporting
- Public Involvement (this task is a grant requirement)
- Site Assessment (investigation and characterization of contaminants)
- Site Cleanup (as necessary if contaminants are found in levels that require cleanup)

Qualification statements were received on February 19<sup>th</sup> from nine firms and are listed in the order in which they scored in our evaluation: AMEC, GeoEngineers, Geosyntec, Maul Foster Alongi, Cardno, Ash Creek-Apex, GeoDesign, Berger ABAM and Coles Environmental. All nine firms specialize in environmental engineering.

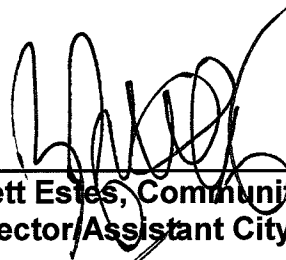
The nine qualification packets varied in the scope and qualification level. The qualification packet presented by AMEC was determined by the evaluation team to be the best for the project. This firm presented the most complete understanding of the project, with a thorough, well thought out scope of work.

Staff has negotiated a scope of work and contract that is compatible with the project goals as outlined in the project work plan. The scope of work has been reviewed and approved by both the Oregon DEQ and the EPA. The remaining \$63,000 will be available for DEQ project management oversight costs as identified in the grant documents.

## **RECOMMENDATION**

It is recommended that City Council execute a contract with AMEC for a total not to exceed amount of \$337,000 for environmental engineering services on the Heritage Square EPA Brownfield Grant Project.

Submitted By



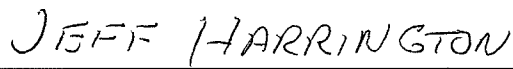
**Brett Estes, Community Development  
Director/Assistant City Manager**

Submitted By



**Ken P. Cook, Public Works Director**

Prepared By



**Jeff Harrington, City Engineer**



**CITY OF ASTORIA  
CONTRACT FOR PROFESSIONAL SERVICES**

CONTRACT:

This Contract, made and entered into this \_\_\_ day of May, 2013 by and between the City of Astoria, a municipal corporation of the State of Oregon, hereinafter called "CITY", and AMEC Environment & Infrastructure, 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 environmental engineering services for the City of Astoria Community Development Department.
- B. CONSULTANT'S services are defined solely by this Contract 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.

2. COMPENSATION

- A. The CITY agrees to pay CONSULTANT an amount not to exceed \$337,000 for performance of those services provided herein;
- B. The CONSULTANT will submit monthly billings for payment.
- 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 R. Brett Estes, Director – Community Development, City of Astoria, 1095 Duane Street, Astoria, Oregon, 97103, (503) 338-5183, [bestes@astoria.or.us](mailto:bestes@astoria.or.us).

5. CONSULTANT'S REPRESENTATIVE

For purposes hereof, the CONSULTANT'S authorized representative will be Carrie Rackey CHMM, Senior Environmental Scientist, AMEC Environment & Infrastructure, 7376 SW Durham Road, Portland, Oregon 97224, Tel. 503.639.3400.

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

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. SEVERABILITY AND SURVIVAL

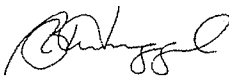
If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability shall survive termination of this Agreement for any cause.

26. 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.

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

Approved as to form:



Digitally signed by Blair Henningsgaard  
DN: cn=Blair Henningsgaard,  
o, ou,  
email=blair@astorialaw.net,  
c=US  
Date: 2013.04.24 15:14:54  
+08'00'

\_\_\_\_\_  
Attorney

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

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

BY: \_\_\_\_\_  
City Manager Date

AMEC ENVIRONMENT & INFRASTRUCTURE

BY: \_\_\_\_\_  
CONSULTANT Date

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 breaches any of the terms herein 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 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.

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 Comprehensive General Liability, CONSULTANT agrees to indemnify and hold harmless the CITY, its Officers, and Employees against and from any and all loss, claims, actions, suits, 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 CITY any obligation 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, its Officers and Employees from any and all liability, settlements, loss, reasonable defense costs, attorney fees and expenses arising out of CONSULTANT'S negligent acts, errors or omissions in service provided 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 agreement 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 \$1,000,000 per occurrence and the annual aggregate not less than \$2,000,000. Coverage shall include CONSULTANTS, subconsultants and any 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 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. Notice of Cancellation or Change. There will be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from 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.

E. Professional Liability Insurance. The CONSULTANT shall have in force a policy of Professional Liability Insurance in an amount not less than \$1,000,000. The CONSULTANT shall keep such policy in force and current during the term of this contract.

17. 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.

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

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

CONSULTANT shall pay all contributions or amounts due the Industrial Accident Fund from CONSULTANT or any subconsultant 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.

19. 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.

20. 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).

21. USE OF DRAWINGS AND OTHER DOCUMENTS

The CITY shall own all drawings and other documents prepared by the CONSULTANT for the project along with all common law, statutory and other reserved rights, including the copyright. CONSULTANT shall provide computer aided design (CAD) drawings on media designated by and to a scale acceptable by CITY.

CONSULTANT may reuse all drawings and other documents prepared by the CONSULTANT for the project for any purpose without written authorization of CITY.

22. 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 in the same or similar locality. CONSULTANT will re-perform any services not meeting this standard without additional compensation.

23. OCCUPATIONAL TAX

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

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. SEVERABILITY AND SURVIVAL

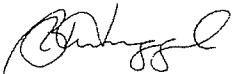
If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability shall survive termination of this Agreement for any cause.

26. 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.

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

Approved as to form



Digitally signed by Blair Henningsgaard  
DN: cn=Blair Henningsgaard, o, ou, email=blair@astorialaw.net, c=US  
Date: 2013.04.24 15:14:54 -08'00'

Attorney

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

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

BY: \_\_\_\_\_  
City Manager Date

AMEC ENVIRONMENT & INFRASTRUCTURE

BY: \_\_\_\_\_  
CONSULTANT Date



## **EXHIBIT A SCOPE OF SERVICES**

### **1.0 SCOPE OF WORK**

The Scope of Work performed by the Contractor shall be split into three major budgeted categories: Community Involvement, Assessment, and Cleanup. Changes to the amounts budgeted to each category will require an expressed and approved change to this contract.

Community Involvement:     \$8,000  
Assessment:                    \$157,000  
Cleanup:                         \$172,000

Contractor agrees to complete all tasks as described in Exhibit A of this contract and committed to in the Contractor's offer to the Request for Proposals. Time and materials requested towards full completion of the budgeted categories will not exceed the budgeted amounts of \$161,000 for assessment and \$176,000 for cleanup (no more than \$337,000 in total).

Contractor shall provide bi-monthly progress reports with time and materials broken out by position title, budget category, and City of Astoria's (City) Cooperative Agreement Work Plan task for ease of quarterly reporting to the Environmental Protection Agency. Contractor shall also submit to the City a monthly invoice and a report with completed work items sent as attachments by the first of each calendar month.

The Contractor agrees to be subject to all of the US Environmental Protection Agency (EPA) Terms and Conditions that the City is held to under their Cooperative Agreement with EPA. It is likely that the scope of work for the three major budget categories will change based upon on-going feedback from EPA, Oregon Department of Environmental Quality (DEQ), and other stakeholders, and the assessment findings. However, all work will be completed within the total budgets listed above for each work category. No work will commence unless first approved by EPA.

#### **1.1 Community Outreach**

The Contractor shall assist the City in developing fact sheets and other materials distributed at public meetings and presenting the technical details at the meetings. The Contractor's budget for these services is \$4,000 for assessment and \$4,000 for cleanup (\$8,000 total).

#### **1.2 Assessment Task Descriptions**

The objective of the assessment task is to 1) adequately characterize the nature, extent, and magnitude of impacts to soil, groundwater, and soil vapor at, and in the vicinity of the Heritage Square Property (Property), and 2) to collect sufficient data to allow evaluation of cleanup options to occur. The assessment task will be led by the contractor selected by the City, with oversight from the City's project manager.

##### **1.2.1 Site Characteristics**

Phase I and Phase II assessment, subsurface investigation, and tank decommissioning activities have been conducted at the Property. The results of the investigations indicate that petroleum hydrocarbons, polychlorinated biphenyls (PCBs), polynuclear aromatic hydrocarbons (PAHs), and lead are present at elevated levels in soils. Groundwater testing results appear to indicate the presence of two chlorinated solvent plumes beneath the Property, one apparently originating off-Property, and one apparently originating near the southern Property boundary. Although the extent of the plumes appears to have been generally defined on the Property, they likely extend beyond the Property to the north in the inferred down-gradient direction.

## **1.2.2 Site Characterization – Phase II Assessment**

Additional assessment work may include the installation of permanent monitoring wells for long-term groundwater monitoring, ecological sampling if the groundwater plume is found to have reached the Columbia River, and additional soil gas investigations. The details regarding additional assessment work will depend upon outcomes of the DEQ site-specific assessment.

## **1.2.3 Endangered Species Act and National Historic Preservation Act Requirements**

We understand that the EPA has certain requirements under the Endangered Species Act (ESA) and National Historic Preservation Act (NHPA) which EPA must meet before giving approval to proceed with field work under the cooperative agreement. To the extent available, we will provide the EPA with information including: project location, any threatened or endangered species or habitat which may be affected by the project, whether the Property is considered to be of concern by the State Historic Preservation officer, a list of Tribes who may believe that the project could disturb cultural resources, and our evaluation of whether project plans could have adverse effects on endangered species or cultural resources.

## **1.2.4 Quality Assurance Project Plan and Health and Safety Plan**

Prior to execution of assessment activities, a site specific Quality Assurance Project Plan (QAPP) will be prepared and submitted to EPA for review and concurrence. We understand that EPA requires at least 4-6 weeks for QAPP review and approval. We also understand that an OSHA-compliant Health and Safety Plan (HSP) must be completed prior to sampling. The HSP will be prepared and submitted to EPA concurrently with the QAPP so that a copy of the HSP can be included in the cooperative agreement file by the EPA Project Officer.

## **1.3 Cleanup Task Descriptions**

The objectives of the cleanup planning task are to 1) develop a conceptual site model and compare published risk-based concentrations to RBCs for complete exposure pathways to develop a list of constituents of concern (COCs) for the Property, 2) evaluate cleanup alternatives for identified COCs, and 3) provide the details of planned cleanup in draft and final cleanup plans. The cleanup task will be led by the Contractor, with oversight from the City's project manager.

### **1.3.1 Analysis of Brownfields Cleanup Alternatives**

Following the completion of site assessment, an Analysis of Brownfield Cleanup Alternatives (ABCA) will be prepared. The ABCA will summarize, at a minimum, the following information: site description and contamination (i.e., exposure pathways, contaminant sources, types and levels of contamination); cleanup standards; and applicable laws. The ABCA also will discuss cleanup options (at least two, evaluated in terms of effectiveness, implementability, and cost), and the proposed cleanup plan. Evaluation of cleanup effectiveness will include consideration of sustainable cleanup practices that support such things as the incorporation of renewable energy technologies and/or reduced emissions of toxic and greenhouse gases. The ABCA will go out for public comment prior to beginning cleanup (typically 30 days). Prior to making the document available for public comment, it will be reviewed by the DEQ project manager to ensure that the cleanup plans will ultimately be acceptable to the DEQ.

### **1.3.2 Final Cleanup Plan**

After the Public Notice and comment period on the ABCA, the City will document any significant comments received and how they were/are being addressed (such as a change in the cleanup plan, if there is such a change), and the final cleanup plan to be implemented with federal funds. The Final Cleanup Plan will include the cleanup standards to be achieved and any institutional, land use, or engineering controls that will be required as part of the cleanup. This document will be submitted to the DEQ project manager for concurrence that the Cleanup Plan can be expected to meet State cleanup requirements.

### **1.3.3 Cleanup Implementation**

The cleanup scenario will depend on the findings of the assessment. We anticipate the cleanup may include soil removal, groundwater injection, developing risk-based cleanup concentrations, and institutional controls. If warranted, cleanup also may occur as an interim action in advance of preparation of the ABCA and Final Cleanup Plan. Interim cleanup actions would only be conducted if pre-approved by the DEQ.

### **1.3.4 Confirmation Sampling**

Confirmation sampling activities to support cleanup or to confirm that cleanup standards have been met are anticipated, but will depend upon the findings of the assessment, and the type of cleanup activities implemented.

### **1.3.5 Final Cleanup Report**

After the cleanup is performed, the Contractor will prepare a final report or other documentation that confirms the status of cleanup and progress made in meeting the cleanup standards identified in the Final Cleanup Plan. The report will also indicate what institutional, land use or engineering controls (if required) are in place.

**EXHIBIT B  
FULLY LOADED RATE SCHEDULE**

AMEC ENVIRONMENT & INFRASTRUCTURE, INC.

POSITION CODE	KEY PERSONNEL	RATE
608		\$68.38
609		\$73.55
610		\$78.29
611		\$84.65
612		\$93.05
613	Carrie Rackey	\$102.08
614	Joe Fassio	\$111.78
615		\$121.88
616		\$131.39
617		\$136.26
618		\$124.27
619		\$149.71
620	Paul Stull	\$156.22
621	Leonard Farr, Kurt Harrington	\$160.55
622		\$176.50
623	Steve Ellis	\$184.53
512		\$61.27
513		\$68.01
514		\$76.37
515	Bill McFarland	\$83.79
516		\$91.80
517		\$98.39
518		\$122.58
806		\$53.58
807		\$60.30
808	Jamie Fleek	\$69.19
809		\$78.31
810		\$101.81

HAHN & ASSOCIATES, INC.

POSITION CODE	KEY PERSONNEL	RATE
Principal	Roger Brown	\$158
Senior Associate		\$140
Associate		\$122
Senior Project Manager	Steve Evans	\$104
Project Manager/Field Manager		\$86
Senior Environmental Scientist		\$77
Environmental Scientist		\$68
Environmental Technician		\$59
Administrative/Clerical		\$50

GROUNDWATER SOLUTIONS, INC.

POSITION CODE	KEY PERSONNEL	RATE
Community Involvement - Principal	Julie Wilson	\$155
Community Involvement – Senior		\$125
Community Involvement – Staff		\$85

Travel and Subsistence	Cost plus 5%
Outside Services and Subcontractors	Cost plus 5%
Mileage	\$0.565/mile
Vehicle and Equipment Rental	Various