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# AGENDA

## ASTORIA CITY COUNCIL MEETING

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August 5, 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. 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 7/1/13

(b) Boards and Commission Minutes

(1) Design Review Committee Minutes of 6/6/13

(2) Historic Landmarks Commission Minutes of 6/18/13

(3) Planning Commission Minutes of 6/25/13

(4) Traffic Safety Committee Minutes of 6/25/13

(c) Libraries ROCC! LSTA Grant 2013-2014, Extending Service to the Unserved (Library)

(d) Resolution Amending Liquor License Application Process (Community Development)

(e) Resolution Amending Volunteer Employees' Workers Compensation Coverage (Finance)

(f) 2013-2014 Coastal Zone Management Planning Assistance Grant (Community Development)

(g) Ready to Read Grant Application 2013-2014 (Library)

(h) Adair-Uppertown Historic Properties Inventory/State Historic Preservation Office Certified Local Government Grant Close-out Report (Community Development)

(i) Approval of Arlene Schnitzer Capital Gift Agreement for Garden of Surging Waves (Community Development)

(j) 11<sup>th</sup> Street CSO Separation Project – Construction Update (Public Works)

(k) Resolution Scheduling Public Hearing for Vacation of a Portion of 1<sup>st</sup> Street Right-of-Way (Public Works)

**6. REGULAR AGENDA ITEMS**

(a) Intergovernmental Agreement with Oregon Department of Transportation for Riverfront Vision Plan Implementation (Community Development)

(b) Purchase of Vactor Truck (Public Works)

(c) Authorization to Award Contract – Sale of Excess City Property (Public Works)

(d) 17<sup>th</sup> Street Dock Replacement Project – Pay Adjustment (Public Works)

- (e) Public Hearing and Ordinance Regarding Historic Properties Ordinance Amendment A13-03 (1<sup>st</sup> reading) (Community Development)
- (f) 11<sup>th</sup> Street CSO Separation Project – Pay Adjustment #2 (Public Works)
- (g) 11<sup>th</sup> Street CSO Separation Project – Pay Adjustment #3 (Public Works)

**7. 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

July 31, 2013

MEMORANDUM

TO: ASTORIA CITY COUNCIL

FROM:  PAUL BENOIT, CITY MANAGER

SUBJECT: ASTORIA CITY COUNCIL MEETING OF AUGUST 5, 2013

**CONSENT CALENDAR**

**Item 5(a): City Council Minutes**

The minutes of the City Council meeting of July 1, 2013 are enclosed for review. Unless there are any corrections, it is recommended that Council approve these minutes.

**Item 5(b): Boards and Commissions Minutes**

The minutes of the (1) Design Review Committee meeting of 6/6/13, (2) Historic Landmarks Commission meeting of 6/18/13, (3) Planning Commission meeting of 6/25/13, and (4) Traffic Safety Advisory Committee meeting of 6/25/13 are enclosed. Unless there are any questions or comments regarding the contents of these minutes, they are presented for information only.

**Item 5(c): Libraries ROCC! LSTA Grant 2013-2014, Extending Service to the Unserved (Library)**

Libraries ROCC! Rural Outreach to Clatsop County grants have been funding services to Clatsop County for the past three years. 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. On April 22, 2013, the Council authorized the application amount of \$95,040. The Library is pleased to report that the grant Libraries ROCC! 2013-2014, a fourth year of funding for the project, in the amount of \$95,040 has been awarded. It is recommended that Council accept the LSTA Libraries ROCC! Reading Outreach in Clatsop County grant award in the amount of \$95,040.00.

**Item 5(d)      Resolution Amending Liquor License Application Process (Community Development)**

The procedures to process Liquor License applications are outlined in Resolution No. 85-38. For liquor license applications, the City's review process includes investigation by the various Departments with submittal of the findings of the investigations to the City Council for consideration. The procedures state that the application is processed by the Finance Department and is to be reviewed by the Fire Department, Planner, and Police Department. At one time, the Fire Marshal would review the application for the Fire Department. That position has been eliminated. At the January 3, 2012 City Council meeting, Council amended the City Code to designate Fire Code plan review to the Building Official. The Building Official reviews issues related to building occupancy. Staff proposes to amend Resolution No. 85-38 to reflect the change in position duties and therefore, applications would be reviewed by the Planner, Police Department, and Building Official. In addition, the procedures state that the application must be submitted 10 days prior to a City Council meeting. Ten days does not provide enough time for staff review as draft memos from staff for the City Council agenda are due 13 days prior to a City Council meeting. Therefore, staff proposes to amend the procedures to state that applications must be submitted 30 days prior to the City Council meeting. Section 1.03 identifies the fees. OLCC has increased the yearly fee from \$25.00 to \$35.00 and, therefore, the fee is proposed to be amended to \$35.00 in Section 1.03. It is recommended that Council adopt the Resolution amending the liquor license application process.

**Item 5(e)      Resolution Amending Volunteer Employees' Workers Compensation Coverage (Finance)**

Recently our workers compensation carrier, City County Insurance Services (CIS), requested that we pass a resolution clarifying which volunteers are covered by workers compensation insurance. This resolution accomplishes that request and reconfirms our practice of covering public safety volunteers, as required by the State, and members of volunteer commissions. All other volunteers are covered by an accident policy through CIMA that is designed to cover the volunteers up to \$50,000. This method of insuring volunteers is consistent with the practice of many of the municipalities within the State who are also covered by CIS. It is recommended that Council adopt the resolution implementing the 2013-2014 Fiscal Year volunteer workers compensation coverage.

**Item 5(f)      2013-2014 Coastal Zone Management Planning Assistance Grant (Community Development)**

Department of Land Conservation and Development (DLCD) has offered a grant award in the amount of \$9,000 to be used toward basic coastal planning



activities. This is a regular program of DLCD's Coastal Management Program and the City has received this grant funding the past several years. There is a 1:1 match required; this amount is easily met with current staff time allocated in the City's budget. The grant agreement between DLCD and the City has been approved as to form by City Attorney Blair Henningsgaard. In addition, a draft letter which formally requests these funds is also attached. A letter from the City Council requesting the Coastal Management funds is required to be submitted in conjunction with the authorized grant agreement. It is recommended that the Mayor sign the attached letter requesting funds in the amount of \$9,000 and that Council authorize the acceptance of the grant agreement

**Item 5(g) Ready to Read Grant Application 2013-2014 (Library)**

The Ready to Read Grant program, administered by the State Library, is to "establish, develop, or improve library services for children" ages birth to five. This year the State Library has again designated the Ready to Read Grant to support Early Childhood Literacy and/or Summer Reading for children. Staff has written the 2013 grant to support outreach efforts for early childhood literacy through Head Start. The grant award is determined by the State Library and is based on population and determined by the Legislature. The 2013/2014 award is expected to be in the range of \$1,280.00. It is recommended that Council approve the Ready to Read grant application.

**Item 5(h): Adair-Uppertown Historic Properties Inventory/State Historic Preservation Office Certified Local Government Grant Close-out Report (Community Development)**

On April 15, 2012, the City Council accepted a grant award from the Certified Local Government (CLG) program of the State Historic Preservation Office (SHPO). The funds were to conduct a re-inventory of the Adair-Uppertown Area and to provide architectural design assistance for individuals rehabilitating their structures. The inventory area is generally located from Marine Drive to, and including the south side of, Irving Avenue, and 23rd Street to 41st Street; it also includes a portion of the area between 29th and 32nd Street from the River to Marine Drive. Field work on the Inventory was completed by John Goodenberger and volunteer Rachael Jensen. Each property was photographed and information such as any alterations to the historic design were noted. After numerous letters and public meetings concerning the inventory and designation process, the Historic Landmarks Commission held a public hearing on June 18, 2013 to designate the eligible historic properties as historic. The original inventory in 1994 resulted in the designation of 111 properties as historic. The new inventory would have designated 226 properties prior to removal of properties of those who "opted out". Throughout the process, the City advised the property owners several times of their right to "opt out" of historic designation upon written request prior to the June 18, 2013

designation. Forty-seven property owners opted out bringing the final historic designation to 179 properties. The increase in designated properties is due partly to the expanded boundary of the inventory area, and the number of structures that were not eligible 19 years ago in 1994 but are now over 50 years old and can be considered as historic. The grant close out will be prepared and submitted to SHPO by the end of August 2013 closing this project. This information is being presented for Council information and requires no action.

**Item 5(i): Approval of Arlene Schnitzer Capital Gift Agreement for Garden of Surging Waves (Community Development)**

On June 4, 2013, an extremely successful Garden of Surging Waves fundraiser, sponsored by Mayor Van Dusen, was held at Jordan Schnitzer's residence in Portland. A number of individuals attended and over \$437,000 was raised. Following the fundraiser, City staff and the Garden of Surging Waves contractor Robinson Construction began negotiating a contract amendment to complete the project and on July 1, 2013 City Council approved that contract.

One of the contributors from the June 4th event was Arlene Schnitzer who pledged \$250,000 to the Garden of Surging Waves. Ms. Schnitzer has subsequently requested that the City approve an agreement regarding the contribution. The agreement spells out details with regards to the gift and includes items such as the purpose, conditions and reporting requirements for construction updates to be provided by the City. City Attorney Blair Henningsgaard has reviewed and approved the agreement as to form. It is recommended that the City Council authorize the Mayor to sign the attached Capital Gift Agreement for the \$250,000 contribution from Arlene Schnitzer for the Garden of Surging Waves.

**Item 5(j): 11<sup>th</sup> Street CSO Separation Project – Construction Update (Public Works)**

The contractor, Tapani, continues work on 8<sup>th</sup> Street moving north to south. The first lift of asphalt has been placed from Commercial to Duane. The main water, sewer and storm pipes have been installed from Commercial to Irving. Preparations are being made for paving on 8<sup>th</sup> Street from Duane to Grand the week of August 5<sup>th</sup>. On 10<sup>th</sup> Street all storm pipes have been installed and trench paving has been completed. Preparations are underway for the final pavement overlay on parts of 10<sup>th</sup> Street during the week of August 5<sup>th</sup>. On 11<sup>th</sup> Street, the pipes have been installed and trench paving was completed on July 23<sup>rd</sup>. A final pavement overlay is scheduled for September. On 12<sup>th</sup> Street the main sewer and storm pipes have been installed and work is underway to connect existing laterals. The waterline is scheduled to be installed by August 2<sup>nd</sup>. Construction will begin on 9<sup>th</sup> Street at Duane on August 12<sup>th</sup> to avoid conflict with the Regatta Parade.

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

- Week of August 5<sup>th</sup> - Preparations for paving on 8<sup>th</sup> St between Duane and Grand; preparations for final pavement overlay on parts of 10<sup>th</sup> St
- Construction on 8<sup>th</sup> Street from Grand to Jerome installing storm and sewer pipes.
- Construction on 12<sup>th</sup> St installing water, sewer and storm pipes.
- Construction begins on 9<sup>th</sup> St the week of August 12<sup>th</sup>.
- Work on curbs, sidewalks and intersection corner ramps is ongoing in the project area.

CenturyLink is working within the project area in an effort to remove an existing vault that is in conflict with the new water and sewer pipe at 8<sup>th</sup> and Commercial. We have been informed by CenturyLink that this work is expected to take two to three months.

**Item 5(k): Resolution Scheduling Public Hearing for Vacation of a Portion of 1<sup>st</sup> Street Right-of-Way (Public Works)**

The City has received a request from Tamara Stanley, 2044 SE D Street, to have a 16' by 50' portion of the unimproved 1<sup>st</sup> Street right-of-way vacated to accommodate a portion of the existing house and associated improvements that were built over the property line many years ago. Upon review of the site, it was determined that there are no public utilities on or adjacent to the proposed vacation area and that the City would have no future need for this particular portion of the right-of-way. Based on County Assessor's records, staff has calculated the average real market land value of properties adjacent to the property as \$12.51 per square foot. Staff is proposing that an assessment of \$1,001.12 (10%) of the real land value be considered for the vacation of this portion of the right of way. It is recommended that the Astoria City Council adopt the attached resolution of intent to hold a public hearing concerning the vacation of a portion of the 1<sup>st</sup> Street right-of-way.

**REGULAR AGENDA ITEMS**

**Item 6(a): Intergovernmental Agreement with Oregon Department of Transportation for Riverfront Vision Plan Implementation (Community Development)**

In 2008-2009, the City of Astoria worked on a Riverfront Vision Plan to address issues dealing with open space, land use, and transportation issues along the Columbia River. Significant public involvement opportunities were designed to gain public input. This process was initiated to plan for these issues in a comprehensive manner and to set a framework for the future of the study area. The City's north Riverfront was divided into four Plan areas of development: Bridge Vista, Urban Core, Civic Greenway, and Neighborhood Greenway. On

December 7, 2009, after holding a final public hearing, the City Council accepted the Riverfront Vision Plan. For Fiscal Years 2012-2013 and 2013-2014, the City Council set goals to "Implement Riverfront Vision Plan on a Zone by Zone Basis."

At its August 2, 2012 meeting, the City Council approved submittal of a funding application to the Department of Land Conservation and Development (DLCD) to fund code writing activities for up to two areas of the Riverfront Vision Plan. The funding would be a Transportation Growth Management (TGM) grant through the Oregon Department of Transportation (ODOT). On October 22, 2012, the City was notified that the project had been approved for funding of \$92,000 with no required cash match by the City. Under the TGM program, no cash is provided to the City and ODOT uses the services of planning firms already under contract with ODOT. The proposed Code Assistance Project is for the implementation phase of the Astoria Riverfront Vision Plan. Phase 1 of the project would develop land use codes and/or new zones for the Civic Greenway Plan Area. Phase 2 of the project would develop land use codes and/or new zones for the Bridge Vista Plan Area, contingent upon available funds. The consultant team identified by ODOT to work on this project is Angelo Planning Group. The draft Intergovernmental Agreement with ODOT, including the proposed Scope of Work, is attached for Council consideration. It is recommended that the City Council authorize the Mayor to sign the Intergovernmental Agreement with ODOT for the Riverfront Vision Implementation code assistance project.

**Item 6(b): Purchase of Vector Truck (Public Works)**

The City's sewer cleaner vacuum truck was purchased in 1999 and has the hour equivalent of over 500,000 miles on the main engine. Over the last two years \$31,000 has been spent for major repairs and there are indicators that additional major repairs will be needed very soon. Vac-Con and Vector are the only combination sewer cleaner vacuum trucks that are offered by the Nation Joint Power Alliance (NJPA). The NJPA is a public agency that serves as a municipal contracting agency. Astoria has been a member of NJPA since April 2012. The Public Works Department investigated both the Vac-con and the Vector trucks and determined that the Vector performed better and it appeared that critical wear parts would be easier to acquire when repairs are needed. It is recommended Council approve the lease/purchase of a Vector combination sewer cleaner vacuum truck from Owen Equipment, through the NJPA, not to exceed \$390,000 in five payments of approximately \$80,000 per year and to authorize the disposal of our current Vector at auction. There are funds budgeted in the Public Works Improvement Fund for the first payment.

**Item 6(c): Authorization to Award Contract – Sale of Excess City Property (Public Works)**

At the April 15, 2013 meeting, the City Council authorized staff to solicit Request for Proposals (RFP) from local real estate firms to market excess City property.

Staff issued the RFP in May and the only response received was from Area Properties. Area Properties has proposed a commission of 6% of the sale price. There would be no commission paid until the property closed. All advertising, web presence and signage would be paid by Area Properties. Note that prior to any marketing of City-owned property by Area Properties, selected properties would first be presented to the City Council for review and approval. It is recommended that Council award a contract to Area Properties for the sale of excess City Property.

**Item 6(d): 17<sup>th</sup> Street Dock Replacement Project – Pay Adjustment (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 complete. Following is a list of pay of adjustments:

Pay Adjustment	Amount	Contract Amount	Contingency Balance	Contingency Balance %
		\$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%
6	\$29,745.90	\$4,491,213.69	\$174,923.31	44%

( ) = credit

Pay Adjustment #6 (Current) – Queen of the West landing revisions, unanticipated electrical power repair work off-site and various guardrail modifications and other miscellaneous items. It is recommended that Council authorize Pay Adjustment #6 which will result in a contract increase of \$29,745.90.

**Item 6(e): Public Hearing and Ordinance Regarding Historic Properties Ordinance Amendment A13-03 (1<sup>st</sup> reading) (Community Development)**

The Historic Properties Ordinance, Article 6 of the Astoria Development Code, was last updated in 1992. This ordinance establishes how historic properties are designated, the process for review of exterior alterations, new construction, demolition, appeals, and lists exceptions to the review process. In January 2008, the City Council adopted a Historic Preservation Plan which identified suggested amendments to the ordinance and proposed projects to support historic preservation. Within the last few years, the State and National terms used for historic properties has changed and, therefore, the City Historic Properties Ordinance needs to be amended to reflect the new terminology. Staff took the opportunity to improve and clarify the Code at the same time. The proposed Code amendments would add the new State historic property classifications and references and would provide code provisions to improve the

review process as outlined in the memo. The proposed amendments would provide for three levels of review for historic properties (Types I, II, and III) rather than all requests being reviewed by the Historic Landmarks Commission. The intent of these amendments is to allow simple reviews and to ease the burden of reviewing simple projects at the Historic Landmarks Commission level. This would result in an easier, quicker permit review for applicants making historic preservation less burdensome to property owners and contractors.

At its July 16, 2013 meeting, the Historic Landmarks Commission held a public hearing and unanimously recommended that the City Council adopt the proposed amendment. A copy of the Staff Report and Findings of Fact as adopted by the Historic Landmarks Commission is attached. Also attached to this memo is the proposed ordinance. A public hearing on the Amendment has been advertised and is scheduled for the August 5, 2013 City Council meeting. It is recommended that the Council hold a public hearing and adopt the ordinance as recommended by the Historic Landmarks Commission. If the Council is in agreement with the recommendation of the Historic Landmarks Commission, it would be in order for Council to conduct the public hearing and hold a first reading of the Ordinance.

**Item 6(f): 11<sup>th</sup> Street CSO Separation Project – Pay Adjustment No. 2 (Public Works)**

In March, Council awarded the construction contract to Tapani, Inc., for the bid amount of \$5,717,177. Staff recommended and incorporated a 15% contingency on this project due to the scope, scale, and potential for encountering unknown conditions during construction. The construction contingency of 15% is \$857,577. Only one pay adjustment of \$4,391.37 has been processed to date on this project that began construction on April 1<sup>st</sup>.

Pay Adjustment No. 2 for \$35,877.10 is extra costs incurred by the City due to CenturyLink underground telephone wiring conflicts on the 11<sup>th</sup> Street CSO Separation project. There are a number of reasons for these conflicts including uncharacterized conduits, duct banks and vaults during design and unmarked or inaccurately marked utilities during design and construction. The costs include extra work to confirm location of utilities by potholing, standby costs, re-coring manholes to adjust grades, and adjustments to water, storm and sanitary sewer line locations and grades.

City staff is working with the City Attorney to prepare the necessary documentation to submit a claim to CenturyLink for these additional costs. It is possible that more costs could be incurred as construction will be ongoing through the end of the year. It is recommended that the City Council authorize Pay Adjustment #2 for the 11<sup>th</sup> Street CSO Separation project for \$35,877.10. Funds are available for this project through IFA funding to be reimbursed by CenturyLink.

**Item 6(g): 11<sup>th</sup> Street CSO Separation Project – Pay Adjustment No. 3 (Public Works)**

In March, Council awarded the construction contract to Tapani, Inc., for the bid amount of \$5,717,177. Staff recommended and incorporated a 15% contingency on this project due to the scope, scale, and potential for encountering unknown conditions during construction. The construction contingency of 15% is \$857,577. Pay adjustment No. 3 for \$69,521.82 includes a variety of changes that are itemized in the enclosed memorandum. It is recommended that the City Council authorize Pay Adjustment #3 for the 11<sup>th</sup> Street CSO Separation project for \$69,521.82. Funds are available for this project through IFA funding.

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

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

Councilors Excused: None

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

Mayor Van Dusen announced that the chair in the front row, covered with black cloth, is in memory of Don Webb who was a true Astorian and cared about many aspects of the community. Fondly known as the Watch Dog, he attended many City Council and Budget Committee meetings and was very interested in municipal spending. Mr. Webb volunteered at the Astoria Riverfront Trolley, a daycare business, Loaves and Fishes and many other things. Mr. Webb compelled the Councilors to do their homework so they could explain to the community what was being done and why. Mr. Webb always took City business seriously. Mayor Van Dusen called for a moment of silence in honor of Don Webb.

Mr. Webb's daughter said she appreciated the respect shown by the City Council. Mr. Webb cared about the City of Astoria.

**CHANGES TO AGENDA:** No changes.

The City Council proceeded to "Item 5(a): Swearing In of Deputy Fire Chief Gascoigne".

## PRESENTATIONS

### Item 5(a): Swearing In of Deputy Fire Chief Gascoigne

Mayor Van Dusen stated that Paul Gascoigne has grown up in Astoria and has been a volunteer in the community. Deputy Chief Gascoigne is a very professional fire fighter and the City of Astoria is privileged to have him as part of the fire department. April 1, 2013 was Deputy Chief Gascoigne's 25<sup>th</sup> anniversary as a firefighter for the City. Mayor Van Dusen presented Deputy Chief Gascoigne with a 25-year pin commemorating his 25 years of service as a firefighter for the City of Astoria.

Mayor Van Dusen conducted the swearing in of Deputy Fire Chief Gascoigne.

## RECESS TO BUDGET COMMITTEE MEETING

The regular Astoria City Council meeting was recessed at 7:13 p.m. to convene to the Budget Committee meeting.

## RECONVENE TO REGULAR SESSION

The Astoria City Council meeting reconvened at 8:07 p.m.

## REPORTS OF COUNCILORS

**Item 3(a): Councilor Warr** No reports

**Item 3(b): Councilor Mellin** No reports

**Item 3(c): Councilor Herzig** reported that the Lower Columbia Diversity Project would host an event on Tuesday, July 30, 2013. Oregon Labor Commissioner Brad Avakian will be participating on a panel to discuss



wage and equality. Women make \$0.77 to a man's \$1.00 on a national average. This will be a free public discussion and flyers are available. He noted that the U.S. Supreme Court recently struck down a section of the Defense of Marriage Act, meaning his marriage can now be federally recognized, but it is not recognized by the State of Oregon. He commented that this is the road to equality and progress is being made.

**Item 3(d): Councilor LaMear** reported that City Council attended many events over the last several weeks, including a ribbon cutting at the 17<sup>th</sup> Street Dock and the Astoria Trolley 100<sup>th</sup> Birthday.

**Item 3(e): Mayor Van Dusen** recalled that Mr. Schanze had been prosecuted for parasailing off the Astoria Column. He reported that Mr. Schanze was instructing Henry Ho, a 48-year old man in San Diego, on how to complete a daredevil stunt and Mr. Ho fell 125 feet to his death. This was an unfortunate but newsworthy event. It shows that the City did the right thing when prosecuting Mr. Schanze and getting the word out that this was a dangerous stunt and one not to be tolerated at the Astoria Column.

## PRESENTATIONS

### **Item 5(b): Department of Geology & Mineral Industries (DOGAMI) regarding New Tsunami Maps**

Rachel Smith, 1534 SE Clayborne, Portland, noted that DOGAMI has given this presentation to every city council in Clatsop County, as well as the County, although a few slides have been added that specifically target Astoria. She presented information about Tsunami Outreach Oregon, earthquake and tsunami science, the new tsunami maps and the public outreach being conducted for tsunami preparedness. She noted Tsunami Outreach Oregon is funded by a four-year grant from the National Oceanic and Atmospheric Administration (NOAA), which ends in July 2013. DOGAMI and Oregon Emergency Management (OEM) work together to administer the grant. She also reviewed the materials being provided at the fire department.

- All of the maps for Clatsop County were released on June 18, 2013 and are available for free at the Oregon Tsunami Clearinghouse, [www.oregontsunami.org](http://www.oregontsunami.org). Evacuation brochures specific to certain areas are available at local fire departments and city halls.
- She recommended that Astoria continue with the readiness presentations. Door to door outreach was not conducted due to the lack of timing with the grant. Materials were purchased and have been given to the communities. Most communities plan to conduct the door to door outreach in the fall. She recommended that Astoria consider the door to door outreach.

Chief Ames stated that he and Chief Curzon have developed a plan to distribute the maps and other materials to the community in the fall of 2013. The CERT team, Boy Scouts, and other community groups will assist the police and fire departments distribute the materials.

Lori Durham, 398 Atlantic Avenue, Astoria, received several maps at the presentation given at the college and has been distributing them. She keeps a variety of the maps in her car since she might be in another location when an earthquake occurs. Chief Ames told her that in the case of a large earthquake, the bridges will be out, so those who travel outside of Astoria for work or shopping should keep maps of the areas they frequently visit. She expressed concern about the tourists and suggested the maps be distributed in places that visitors frequent.

Mayor Van Dusen said this was a great idea and noted that the work force travels to many different areas.

Peter Roscoe, 857 Florence, Astoria, noted one of the slides showed the pressure points along the subduction zone and asked how large the pressure point areas were. Ms. Smith replied that the model shows a full rupture of the entire Cascadia Subduction Zone, which extends from British Columbia to Northern California. The earthquake occurs along the entire fault zone. Studies show evidence that partial ruptures occur more frequently along the Southern Oregon Coast, where the Cascadia Subduction Zone meets the coastline. However, this involves a completely separate study. Astoria would feel the effects of a partial rupture as it would create a small tsunami wave.

Mr. Roscoe asked how much area subducted during the earthquake in Japan. He also wanted to know if it was possible to analyze the stress level of the subduction zones. Ms. Smith said the entire fault zone subducted during the earthquake in Japan. The fault zone right off the coast of Japan is a bit shorter and wider than the Cascadia Subduction Zone. The water is deeper off the coast of Japan, so waves up to 140 feet high were created. None of the Cascadia Subduction Zone models show wave heights up to 140 feet. A 70-foot wave is

still a large wave. A 30-foot wave in Astoria will cause a lot of damage along the shoreline. She added it is not possible to analyze the stress level of a subduction zone, nor is there any way to relieve the stress.

Kathleen Sullivan, 5161 Birch Street, Astoria, noted the Alaskan earthquake in the 1960s occurred on the location where the Pebble Mine was going to be built and one of the last sustainable salmon runs on the planet. She noted one third of the Clatsop County fisherman fish out of Bristol Bay River each year.

Theodore Thomas, 398 Atlantic, Astoria, noticed the tsunami wave animation in the presentation was different from another he had seen. He understood that the turbidite graph charted the thickness of turbidite deposits off the coast. Looking for correlations between off-shore soil samples and samples taken from lakes that parallel the sand dunes may provide better information about on-shore tsunami action from a near shore event. Fuji, Japan, located in the tsunami inundation zone, avoided damage after the mayor worked for 40 years to build a 56-foot breakwater. A 66-foot wave crashed against this breakwater. There were no casualties. One of the slides showed a town just to the south of Fuji that had a 33-foot breakwater seawall. Hundreds of people died in this town. The mayor of Fuji chose the height of the wall based on scientific information, not on what a budget committee said they could afford.

Ms. Smith responded that Special Paper 41 and Special Paper 43 document the detailed science that supports the information presented. Freshwater soil sample cores were taken from Bradley Lake. Sediments were used to find out what size of a tsunami would travel over the dunes and coastline to deposit sediments in the lake.

Councilor Herzig was concerned about the large senior population in Astoria who may have mobility problems. He would like to get involved crafting a program for the evacuation of seniors, which may be a real issue in any emergency situation. Seniors may not be able to get to assembly areas in any emergency.

Councilor Warr said he has seen several of these presentations and this was the best one. Councilor Mellin thanked Ms. Smith for the scientific information and diagrams.

Mayor Van Dusen asked about the location of the fault line in Alaska. Ms. Smith explained that DOGAMI use the Alaska Aleutian Island Chain as its source.

## CONSENT CALENDAR

The following items were presented on the Consent Calendar:

6(a) City Council Minutes 6/17/13

6(b) Boards and Commission Minutes

(1) Budget Committee Meeting of 4/24/13

(2) Budget Committee Meeting of 4/25/13

(3) Library Board Meeting of 5/28/13

6(c) Contract for Professional Human Resources Services with Xenium (Finance)

6(d) Lease Agreement with Astoria Regatta Association for Use of East Portion of Heritage Square and Closure of 12th Street between Duane and Exchange Streets (City Manager)

**6(e) Authorization to Purchase One Mower for Ocean View Cemetery (Parks)**

6(f) LUBA Appeal from Sandra Savage regarding Property at 4050 Abbey Lane (City Manager)

Councilor Herzig requested that Items 6(b)(1) and 6(b)(2) be removed. Councilor Warr requested Item 6(e) be removed for further discussion.

**City Council Action:** Motion made by Councilor Warr, seconded by Councilor Mellin, to approve Items 6(a), 6(b)(3), 6(c), 6(d) and 6(f) of the Consent Calendar. Motion carried unanimously. Ayes: Councilors Warr, Herzig, Mellin, LaMear, and Mayor Van Dusen. Nays: None.

Mayor Van Dusen asked Director Tucker if the Library has received any grants recently. Director Tucker replied that for the fourth year, the Library received a \$95,040 grant from Libraries Rural Outreach in Clatsop County (ROCC) program.

**Items 6(b)(1) &(2) Budget Committee Meetings of 4/24/13 and 4/25/13**

Councilor Herzig requested that these meeting minutes be revised as discussed earlier during the July 1, 2013 Budget Committee meeting.

**Item 6(e): Authorization to Purchase One Mower for Ocean View Cemetery (Parks)**

Councilor Warr believed purchasing a new mower for Ocean View Cemetery is necessary as the other mowers are about 20 years old. The Parks Department plans to purchase a mower with a 72-inch wide deck, which will work great for mowing down the rows; however, many of the monuments were spaced less than 72-inches apart. He asked how the mowing will be done between those monuments. Director Cosby explained that state juvenile assistance is currently being utilized at the cemetery and weed whackers and smaller mowers are used to get in between the monuments. The Parks Department plans to continue with that plan for those smaller areas. The larger mowers will continue to stay away from the more tightly spaces monuments.

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

**REGULAR AGENDA ITEMS**

**Item 7(a): Tourism Promotion Program (Finance)**

This item was discussed during the Astoria Budget Committee meeting under Item 4(a). Based on the recommendation of the Budget Committee, it is recommended that the City Council either adopt the Tourism Promotion Program as presented, or provide direction to staff to modify the draft program.

City Manager Benoit stated this item would be postponed until August 2013.

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

In April 2012, Council authorized a contract for CSO Modeling Support Services to HDR with the option of annual renewal of this contract. During the past year, HDR has updated and refined the CSO collection system model, identified additional monitoring needs to further characterize flows for future projects, completed necessary documentation to submit to the Department of Environmental Quality (DEQ) to verify implementation of projects in Phases 1, 2 and 3, and developed a preliminary scope for the first project in Phase 4. HDR has provided a scope of work and estimated budget of \$105,077 for June 2013 through June 2014. Staff has reviewed the scope and fee and has found the proposal to be appropriate and reasonable. It is recommended that City Council renew the contract for CSO Modeling Support Services with HDR for a total not to exceed amount of \$105,077. Funds are available through the CSO Fund.

**City Council Action:** Motion made by Councilor LaMear, seconded by Councilor Warr, to renew the contract for CSO Modeling Support Services with HDR for a total not to exceed amount of \$105,077. Motion carried unanimously. Ayes: Councilors Warr, Herzig, Mellin, LaMear and Mayor Van Dusen. Nays: None.

**Item 7(c): Authorization to Award Contract for Pipeline Road Water Line Project (Public Works)**

On April 1, 2013, City Council authorized bid advertisement for this project. The project will reroute a section of existing 21" diameter water transmission main around a geologically sensitive area. The project is currently being advertised and bids will be received on July 11, 2013. Due to scheduling challenges in July with the cancellation of the Council meeting on July 15th, and a funding deadline of September 30, 2013, Staff is requesting pre-authorization to execute a construction contract with the lowest responsible bidder upon receipt of bids if the low bid is within the project budget.

On April 18, 2011, City Council approved an Infrastructure Contract with Oregon Emergency Management (OEM). It will provide up to \$247,046 for construction with a City match of 25%. A summary of the anticipated construction budget is shown below.

Item	Budget Estimate
Project Cost Estimate	\$195,000.00
Project Contingency (10%)	\$ 19,500.00
Construction Staking Services	\$ 3,750.00
<b>Total=</b>	<b>\$218,250.00</b>

Staff recommends that the maximum bid acceptable should not exceed \$215,000. If the lowest bid exceeds this amount, staff will review funding options and recommend course of action to the Council.

It is recommended that City Council authorize the City Manager to award a construction contract to the lowest responsible bidder for the Pipeline Road Water Main Project if the bid is within the available project funding.

City Manager Benoit stated that in his absence, the Acting City Manager would be Community Development Director Estes.

**City Council Action:** Motion made by Councilor Mellin, seconded by Councilor Warr, to authorize the City Manager to award a construction contract to the lowest responsible bidder for the Pipeline Road Water Main Project if the bid is within the available project funding. Motion carried unanimously. Ayes: Councilors Warr, Herzig, Mellin, LaMear and Mayor Van Dusen. Nays: None.

**Item 7(d): Astoria Senior Center – Contract for Architectural Services (Community Development)**

In March 2013, the City of Astoria received a Community Development Block Grant for renovation of the Astoria Senior Center. As a part of the grant, a total of \$115,000 was included for architectural services. At the May 6, 2013 City Council meeting, the Council authorized staff to issue a Statement of Qualifications for architectural services. Ten firms responded. On June 6th a committee consisting of Senior Center staff, Senior Center representatives, and City staff evaluated proposals from the architectural firms. It was unanimously agreed that the best qualified firm was Scott Edwards Architecture LLP (SEA), a firm from Portland. It is recommended that the Council approve the proposed contract with Scott Edwards Architecture LLP in the amount of \$115,000 for architectural services for the Senior Center renovation.

Mayor Van Dusen believed it was important to have a project manager on this project. City Manager Benoit responded that Al Jakes has been asked to serve as project manager. Approval of that contract will be presented to City Council in August 2013.

Councilor Herzig noted members of the Senior Center were in the audience and asked if the public would like to comment on this issue. There were no comments.

**City Council Action:** Motion made by Councilor Herzig, seconded by Councilor LaMear, to approve the proposed contract with Scott Edwards Architecture, LLP in the amount of \$115,000 for architectural services for the Senior Center renovation. Motion carried unanimously. Ayes: Councilors Warr, Herzig, Mellin, LaMear and Mayor Van Dusen. Nays: None.

**Item 7(e): Pay Adjustment #3 – Completion of Garden of Surging Waves (Community Development)**

On June 4, 2013, an extremely successful Garden of Surging Waves fundraiser, co-sponsored by Mayor Van Dusen and Jordan Schnitzer, was held at Mr. Schnitzer's residence in Portland. A number of individuals attended and a total of \$437,000 was raised. Following the fundraiser, City staff and the Garden of Surging Waves contractor Robinson Construction began negotiating a contract amendment to complete the project.

On February 19, 2013, City Council authorized the award of a construction contract to Robinson Construction Company in the amount of \$798,498 for the first sequence of the Garden of Surging Waves. Two pay adjustments have been processed to date totaling \$16,202.83 bringing the current contract amount to \$814,700.83. This last pay adjustment, totaling \$571,539.03, will allow for all remaining sequences to be implemented, bringing the full project scope to completion.

It should be noted that this pay adjustment also includes engraving for the pavers, plaques and donor screen. As additional donors continue to make contributions and the specific wording on the donor panel is refined, the allocation for engraving may be further refined (up or down). Randy Robinson, owner of Robinson Construction, in addition to making a donation to the project, has graciously offered to cover any unexpected contract amendments associated with construction of the remaining sequences (excluding engraving). It is recommended that the City Council authorize Pay Adjustment #3 in the amount of \$571,539.03 with Robinson Construction for completion of the Garden of Surging Waves.

City Manager Benoit noted that if this pay adjustment is approved, the project should be complete by November 2013.

Mayor Van Dusen called for questions or comments from the audience.

Councilor Warr suggested that Mayor Van Dusen to make the motion to approve the pay adjustment since he was so instrumental in the fundraising.

There were no further comments.

**City Council Action:** Motion made by Mayor Van Dusen, seconded by Councilor Mellin, to authorize Pay Adjustment #3 in the amount of \$571,539.03 with Robinson Construction for completion of the Garden of Surging Waves. Motion carried unanimously. Ayes: Councilors Warr, Herzig, Mellin, LaMear and Mayor Van Dusen. Nays: None.

Mayor Van Dusen explained that Mrs. Harold Schnitzer, whose first name is Arlene, donated \$250,000. There was some confusion in the community as Councilor Arlene LaMear was thought to be the donor. He clarified that while Councilor LaMear did donate funds and was a huge supporter of the project, Arlene Schnitzer donated the \$250,000.

**Item 7(f): Pedestrian Crosswalk Flag Pilot Program (Public Works)**

City staff has received and analyzed approximately 23 hours of video footage of the pedestrian crosswalks at 10th and Commercial and 10th and Marine Drive where pedestrian flag stations had been established for a pilot project. The Oregon Department of Transportation (ODOT) provided the video equipment and processed the data for the City. It should be noted that the video was taken during a period when a cruise ship was in town. This was advantageous to the study since the cruise ship provided a larger number of pedestrian visitors. Based on results from the video, staff has calculated an average flag use rate of around 6%. We would hope for a much higher use rate in the 40-50% range. Based on recent conversations with ODOT, they are not seeing any benefit to the use of pedestrian flags on a statewide basis. There are even opinions that the use of flags may create a false sense of security for pedestrians. The results of the video research was presented to the Traffic Safety Committee on June 25, 2013, and after discussion, the Committee unanimously voted to recommend that City Council discontinue the pedestrian flag program. It is recommended that Council accept the recommendation of the Traffic Safety Committee and direct staff to discontinue the crosswalk flag pilot program.

Councilor Herzig stated he has been attending the Traffic Safety Committee meetings. Engineer Harrington and City Staff have assisted the Traffic Safety Committee with their research. The flags are not being used, but are being stolen and vandalized. It seems pointless to continue a program that is obviously not working. He concurs with the recommendation.

**City Council Action:** Motion made by Councilor Herzig, seconded by Councilor Mellin, to accept the recommendation of the Traffic Safety Committee and direct staff to discontinue the crosswalk flag pilot program. Motion carried unanimously. Ayes: Councilors Warr, Herzig, Mellin, LaMear and Mayor Van Dusen. Nays: None.

The following item was added to the agenda.

**Item 7(g): Four-party Agreement Regarding the Development of the Sports Complex on Williamsport Road**

City Manager Benoit stated the four-party agreement was emailed to City Council under separate cover. This legal agreement was developed by City Attorney Henningsgaard and attorneys representing Columbia Memorial Hospital, the Astoria School District and Western Oregon Waste. The agreement identifies the responsibilities of all four parties, primarily relating to issues between the school district and the hospital. City Attorney Henningsgaard is available for any questions.

Mayor Van Dusen noted one minor change is needed to the agreement. The hospital, school district and Recology considered the City Council and Astoria Development Commission as one entity, but legally, they are two separate entities. If City Council approves the agreement, the agreement would be signed both as the City Council and again as the Astoria Development Commission. There are no other changes.

Councilor Herzig noted this is a large project. He would like to see this discussion postponed until August 2013 and conduct a public hearing on the matter. The public is concerned about the sports complex. The community needs to be involved in this discussion before any formal agreement is signed.

Mayor Van Dusen replied he would do his best to persuade Councilor Herzig from postponing the agreement to next month. A lot of work has been completed and the project has a time limit. The agreement does not have to be approved at this meeting. A special meeting can be held prior to going to the Waldorf, but he opposed postponing this agreement until August 2013.

Councilor Herzig believed it is a shame that the public cannot be involved. This is a big project and there will be community response to City Council's decision. He asked if it were possible to approve an informal agreement at this meeting and postpone the formal agreement until August 2013.

Mayor Van Dusen replied that an informal agreement will not do any good. He understood the community is very interested in the sports complex. He was not sure the community was interested in the City's responsibility, which is to close the landfill. The sports complex will be operated and owned by the school district. The school district will have a public hearing and make a presentation to the community. City Council is only responsible for deciding how to close the landfill. The City of Astoria could have been omitted from the project. The City could have fenced off the landfill and the Department of Environmental Quality (DEQ) would have considered the City's requirements fulfilled. City Council would not be good stewards to approve a fenced off contaminated landfill in the heart of the city. City Council asked the school district to reconsider the location of the sports complex, which was originally planned to be located next to the bus barn near Miles Crossing. The school district agreed to reconsider the location as long as the City closed the landfill. The City Council's public hearing would only be to discuss the closing of the landfill. He encouraged Councilor Herzig to vote for this agreement at this meeting, which will allow the school district to host their series of public hearings about the sports complex.

Councilor Herzig appreciated the clarification. He understood the City would be required to sign off on the transfer of John Warren Field from the school district to Columbia Memorial Hospital. The transfer, worth about \$5,000,000, is included in this agreement.

Mayor Van Dusen understood the City has the option of transferring John Warren Field if the school district decides not to use the property and does not have to be included in this project.

City Attorney Henningsgaard explained that once the field stops being used for school purposes; it automatically reverts to the City.

Councilor Herzig stated he would vote against the agreement tonight.

Councilor Warr stated that all the taxpayers in Astoria pay taxes to the school district and the City. Most residents become customers of the hospital at some point. He believed this project is strengthening the community. While he dislikes some minor aspects of the four-party agreement, it is still important to vote in favor of the agreement.

Councilor LaMear said her questions had been addressed earlier by the City Manager. She was happy with the agreement adding it is an exciting proposal for the community.

Councilor Mellin said this was a beautiful compact between all of the organizations. Each group will be benefiting from this project. At one time, Astoria did not have many health services, but these services are growing, which is wonderful.

Councilor Herzig noted the agreement states the hospital will dedicate \$5,000,000 to the construction of the sports center. Upon completion and delivery to the school district, the City will give the John Warren Field area, worth about \$5,000,000, to Columbia Memorial Hospital. The agreement does not mention the cost of the sports center. If the sports center costs more or less than \$5,000,000, there is no provision for the difference in costs between the sports center and John Warren Field. He is concerned the details are not fully considered and the City may lose a considerable amount of money.

Mayor Van Dusen added that the Columbia Memorial Hospital campus has announced that they will build a radiation center, which the City needs. The hospital has partnered with Oregon Health and Science University (OHSU). OHSU would not partner with the hospital if the hospital did not have the space to build the radiation center. Therefore, it is crucial that the football field be transferred to the hospital so they can expand their medical facilities in Astoria. This is a perfect fit.

**City Council Action:** Motion made by Councilor LaMear, seconded by Councilor Mellin, to approve the Four-party agreement to be signed by City Council and the Astoria Development Commission. Motion carried 4 - 1. Ayes: Councilors Warr, Mellin, LaMear and Mayor Van Dusen. Nays: Councilor Herzig.

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

### **Item 8(a): Change First Meeting Date in September 2013**

Astoria City Hall will be closed on Monday, September 2, 2013, due to the Labor Day holiday; therefore, the first Council meeting in September will need to be changed. Past practice has been to hold the Council meeting on the following day, which in this case will be Tuesday, September 3, 2013.

**City Council Action:** Motion made by Councilor LaMear, seconded by Councilor Mellin, to change the first Council meeting in September to Tuesday, September 3, 2013. Motion carried unanimously. Ayes: Councilors Warr, Herzig, Mellin, LaMear and Mayor Van Dusen. Nays: None.

Mayor Van Dusen called for public comments.

George (Mick) Haag, 1 3<sup>rd</sup> Street, Astoria, noted a recent article showing a trail that many people, including him, use on a regular basis. Community promotion funds have been discussed; however, other things must be done to promote the community. He showed a picture of a walkway just east of Holiday Express and noted that the railing and all along the walkway has been tagged. The tagging is increasing because it is not being removed, yet the City is trying to promote the community. If the graffiti is not removed, the tagging will continually increase. It seems like the City's policy is to notify the entity responsible for the area that has been tagged and hope the graffiti is removed. Other cities along the coast have ordinances that allow the City to spend money to remove graffiti and this would be very worthwhile as part of a community promotion effort. Creating an ordinance or some way to make sure the businesses and other entities buy into removing the graffiti would make Astoria a city that cruise ship tourists like to talk about.

- He has mentioned at a prior hearing that there are no street signs along the trail. Maps from the cruise company instruct people to go up 3<sup>rd</sup> Street or 9<sup>th</sup> Street, etc., but no signs on the trail identify the streets. Tourists cannot use the map to determine which direction to go to reach any street. Special signs should be installed to indicate the streets. The signs could also instruct tourists on where to go during a tsunami. He talks with tourists all the time and they have no clue which direction to go.
- Mutt mitts are available just west of the Holiday Express at the trolley stop for disposing dog waste, but they should be made available at every trolley stop. Tourists have stepped into waste along the walkway. This is not adding to the city. Placing the mutt mitts at trolley stops would make tourist aware they exist. Other mutt mitts are available, but people do not know where they are. Astoria needs more mutt mitts.
- Given Council's meeting schedule, he would return in two months to discuss the 9<sup>th</sup> Street Park, which really is a City park. Ten years ago, City Council was making motions to collect \$100,000 to build up the 9<sup>th</sup> Street Park. City Council also signed documents stating the City would maintain the park, which has not been done for several years. Council also signed documents stating the City would invest an amount of money equal to



the cost of destroying the cement slabs, which has never been done. Hopefully, the City's Parks Director will be able to say a few things in two months about efforts to recreate a better 9<sup>th</sup> Street Park. He hoped the City Councilors would become more familiar with the area and work towards a solution.

- He noted there are no curb cuts at the 9<sup>th</sup> Street Park or along the walkway. Astoria should have curb cuts in all areas of the city. He has noticed other areas in the city that do not have curb cuts. The City has attempted to put something in at some locations but they do not work. People with mobility issues will have difficulties in locations without curb cuts.
- Unsignalized crosswalks should have flashing lights in the lines that cross the street.

Mayor Van Dusen confirmed the City Council will not hold its regularly scheduled, second meeting in July, but would be back on its normal meeting schedule in August, meeting on the first and third Monday. Mr. Haag said he would still give the Parks Director two months to do address 9<sup>th</sup> Street Park.

Sean Fitzpatrick, 1044 Grand Avenue, Astoria, thanked City Council, City Manager Benoit, Director Estes and Chief Curzon for their responsiveness to a discussion in June 2013 about tagging in the parking lot on Exchange Street between 12<sup>th</sup> and 13<sup>th</sup> Streets.

Terry Wilson, 135 Skyline, Astoria, gave an update on the Astoria Music Festival, noting that the 21-day festival was a success. The opera at the Performing Arts Center (PAC) had a full house for two nights. Radio station KCPB broadcast 16 concerts worldwide in 21 days. Data collected from the internet revealed that the largest number of foreign listeners was in Finland. Other listeners were in Iran, Ireland, Canada, the United Kingdom, Australia, Japan, Mexico, and Germany. The festival has been held since 2006. Mr. Wilson believed the Astoria Music Festival would become as big as the Ashland Shakespeare Festival.

#### **ADJOURNMENT**

There being no further business, the meeting was adjourned at 9:21 p.m. to convene the Astoria Development Commission meeting.

#### **EXECUTIVE SESSION**

The City Council Executive Session was convened at 9:24 p.m. immediately following the Astoria Development Commission meeting.

#### **Item 8(a): ORS 192.660(2)(h) – Labor Negotiation Consultations**

The City Council Executive Session was adjourned at 9:54 p.m.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Finance Director

\_\_\_\_\_  
City Manager



**DESIGN REVIEW COMMITTEE**  
**Astoria City Hall**  
June 6, 2013

CALL TO ORDER:

Vice Chairman Rickenbach called the meeting to order at 5:45 p.m. and proceeded to Roll Call.

INTRODUCTION OF NEW MEMBER – ITEM 1(a)

Planner Johnson introduced LJ Gunderson, noting that she is currently President of the Historic Landmarks Commission and replacing Commissioner David Pearson on the Design Review Committee. Dave Pearson has been appointed to the Planning Commission.

Commissioner Gunderson thanked the Design Review Committee for having her, adding she was happy to be on the Committee.

The Design Review Committee proceeded to Item 3(a): Approval of Minutes.

ROLL CALL – ITEM 2:

Commissioners Present: Jared Rickenbach, Paul Tuter and LJ Gunderson

Commissioners Excused: Bill Jablonski, Vacant Position

Staff Present: Community Development Director Brett Estes and Planner Rosemary Johnson.

APPROVAL OF MINUTES – ITEM 3:

Vice Chairman Rickenbach called for any changes to the minutes of the December 6, 2012 meeting. Planner Johnson noted a correction on Page 1, Item 4(a), Line 1 of the introduction, one of the editorial notes needs to be deleted.

Commissioner Tuter moved to approve the December 6, 2012 minutes, deleting the editorial note on Page 1, Item 4(a), Line 1 of the introduction; seconded by Commissioner Gunderson. Motion passed unanimously.

PUBLIC HEARINGS

Vice Chairman Rickenbach explained the procedures governing the conduct of public hearings to the audience and advised that the substantive review criteria were available from Staff.

ITEM 4(a):

DR13-01 Design Review DR13-01 by Michael Barclay, for Barbara A Bower, to construct a single family dwelling on two platted lots at 2405 Mill Pond Lane within the Gateway Area in the AH-MP, Attached Housing-Mill Pond zone.

Vice Chairman Rickenbach asked if anyone objected to the jurisdiction of the Design Review Committee to hear this matter at this time. There were no objections. Vice Chairman Rickenbach asked if any member of the Design Review Committee had any conflicts of interest or ex parte contacts to declare. Vice Chairman Rickenbach stated that as a general contractor, he has a potential conflict of interest; however, he has no involvement with the project.

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

Vice Chairman Rickenbach opened the public hearing and called for a presentation from the Applicant.

Mike Barclay, 12700 SE Highway 212, Clackamas, OR, stated he is familiar with the staff report and has no issues with the conditions. He noted that he served on a design review committee in another city and appreciates the opportunity to speak. The owners of the property are excited to begin work on their home. He offered to answer any questions.

Vice Chairman Rickenbach called for testimony in favor of, opposed, or impartial to the application.

Sami Weed, 270 Roundhouse Rd., Astoria, spoke impartial to the application. She stated she is the Mill Pond Homeowners Association (MPHOA) President and Chair of the Architectural Review Committee (ARC). In the past, the ARC has encouraged homeowners to submit to the ARC for review prior to a City review. This application has not yet been reviewed by the ARC and is still subject to ARC approval. She hopes to receive all of the necessary information about the project from the Applicant in the next couple of weeks to resolve any issues. The Applicant still needs to apply with the MPHOA to combine the two lots. One house on two lots is new, although new construction is always encouraged in the area.

President Rickenbach confirmed there was no further public testimony and no closing remarks from Staff. He closed the public hearing and called for Committee discussion and deliberation.

Commissioner Gunderson stated it is an honor to review new homes and have them follow the character that makes up Astoria. She did not have any problems with the application and complimented the Applicant on the backside of the property with the garage. On many houses, the garage on the backside becomes an afterthought and is not a part of the design. The Applicant did a nice job on this garage.

Vice Chairman Rickenbach and Commissioner Tuter agreed, the project looks wonderful and the application was very thorough.

Commissioner Tuter moved to adopt the Findings and Conclusions contained in the Staff report and approve Design Review DR13-01 by Michael Barclay, for Barbara A Bower with conditions; seconded by Commissioner Gunderson. Motion passed unanimously.

Vice Chairman Rickenbach read the rules of appeal into the record.

COMMUNICATIONS – ITEM 5: No communications.

REPORTS OF OFFICERS/COMMISSIONERS – ITEM 6: No reports.

STATUS REPORTS – ITEM 7:

Planner Johnson has included status report photographs of the following: DR12-04 for 2042 Marine, DR12-05 for 2042 Marine, and DR12-02 for 2240 Commercial. The projects are complete and conditions have been met. The status reports are for Commission information.

The following item was added to the agenda.

ELECTION OF OFFICERS:

In accordance with Sections 1.110 and 1.115 of the Astoria Development Code, the Design Review Committee needs to elect officers for 2013. The 2012 officers were Vice Chairman Rickenbach and Secretary Sherri Williams.

Vice Chairman Rickenbach moved to re-elect Sherri Williams as Secretary; seconded by Commissioner Gunderson. Motion passed unanimously.

Commissioner Gunderson moved to elect Jared Rickenbach as the 2013 President of the Design Review Committee; seconded by Commissioner Tuter. Motion passed unanimously.

Vice Chairman Rickenbach moved to elect LJ Gunderson as the 2013 Vice Chairman of the Design Review Committee; seconded by Commissioner Tuter. Motion passed unanimously.

MISC.

Director Estes announced Commissioner Davis is moving out of town and has resigned from the Design Review Committee. Mayor Van Dusen appointed Commissioner Gunderson to fill the position vacated by David Pearson. The Design Review Committee still needs to fill one more position. Planner Johnson explained that the vacant position would be filled by a citizen. The Design Review Committee already consists of a business owner, a builder, a Historic Landmarks Commissioner and a landscape designer and architect. Anyone who lives within the city limits may fill the position. Staff does not know if Mayor Van Dusen has a particular person in mind. All appointees are at the discretion of the Mayor.

Vice Chairman Rickenbach stated it would be nice to have someone with development experience. He asked for an update on development in the area. Planner Johnson stated the third Marine Drive site could likely be constructed in the next two years. Some hospital development may also occur in the next few years. The area extends from 16<sup>th</sup> Street to 29<sup>th</sup> Street and from the river to Franklin Avenue. The hospital campus is within that area. Parking lots will not come before the Design Review Committee as long as the minimum landscaping and design requirements for a parking lot are met. Any alterations to existing buildings over a certain percentage of value will be reviewed by the Design Review Committee. She added there is currently a lot of interest in demolishing a building to build something new on one parcel.

Vice Chairman Rickenbach asked if there were any plans for the old denture office. Director Estes stated there has not been any conversation about that property. Planner Johnson stated a couple of new houses have been planned in Mill Pond that may come before the Committee in the next six months to a year.

Vice Chairman Rickenbach noticed the backside of the liquor store had been renovated and asked why it was never reviewed by the Design Review Committee. Planner Johnson explained that if the renovation is small enough, review by the Design Review Committee is not necessary. Staff considers the assessed value of the property and the building permit as to the value of the renovation. She watches cumulatively to see that projects do not come in piecemeal. The liquor store did not trigger a design review.

Commissioner Tuter asked for an additional information on the old denture building, which is fascinating. Planner Johnson stated she did not know of any plans for that building. Vice Chairman Rickenbach noted it is on the Historic Register because it has significant historic significance; however, the building will not last long.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 6:05 p.m.

ATTEST:

APPROVED:

\_\_\_\_\_  
Secretary

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

## HISTORIC LANDMARKS COMMISSION MEETING

City Council Chambers

June 18, 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, Commissioners Thomas Stanley, Paul Caruana, Mac Burns, and Kevin McHone.

Commissioners Excused: Vice President Michelle Dieffenbach and Jack Osterberg.

Staff Present: Community Development Director Brett Estes, Historic Building Consultant John Goodenberger, City Support Engineer Cindy Moore, and Planner Rosemary Johnson.

### APPROVAL OF MINUTES – ITEM 3(a):

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

Commissioner Stanley moved to approve the minutes of May 21, 2013 as presented; seconded by Commissioner Caruana. Ayes: President Gunderson, Commissioners Caruana, Stanley, Burns, and McHone. Nays: None.

The HLC continued to Item 7(a): Irving Bridge Replacement Presentation.

### 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 Commission proceeded to Item 4 (b): NC13-02 at this time.

### ITEM 4(a):

HD13-01 Historic Designation HD13-01 by the Community Development Department, City of Astoria to designate multiple properties within the Adair-Uppertown Area as local historic properties. The area is generally located between 23rd and 41st Streets and the Columbia River to Irving Avenue. Property owners that have requested in writing to "opt out" of historic designation would not be designated as historic.

This agenda item was addressed following Item 4 (b): NC13-02.

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. None declared. President Gunderson requested a presentation of the Staff report.

Planner Johnson stated that prior to her report John Goodenberger will give a presentation on the history of the Adair-Uppertown Area. She recalled that at the last meeting with the public, issues were reviewed about why the inventory was being conducted, some of the details of the inventory and what it means to be historic. Tonight's presentation will include new information.

John Goodenberger, Historic Building Consultant, presented the Adair-Uppertown Neighborhood Reconnaissance Level Survey Final Report. He noted the project objectives include a survey of all buildings within the Adair-Uppertown Area, updates to architectural descriptions, and formal designations of local landmarks. A previous intensive level survey did not review all of the buildings. The survey was completed using the Guidelines for Conducting Historic Resource Surveys in Oregon and was conducted in compliance with

standards set by the Secretary of Interior. Assistance was provided by the Oregon State Historic Preservation Office (SHPO). The survey began in November 2012 with the official inventory date of March 1, 2013 and data was entered into the Oregon Historic Sites Database.

Planner Johnson presented the Staff report, noting that information regarding the Land Use Board of Appeals Case concerning "owner consent" and "opting out" was in the Staff report. Anyone who had requested to opt out of historic designation prior to the designation at this meeting would not be designated as historic. Staff recommends approval of the designation. The HLC's decision is final as the designation will not go on to City Council. Updates will still be made to the individual inventory sheets, some of the history and the map; however, no changes will be made in the historic designation of properties. She noted a lot of correspondence has been received.

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

Commissioner Stanley asked if property owners who opted out of the designation could apply for the designation in the future. Planner Johnson explained that opting out will not exclude their property from the inventory or the classification. Should the property owners decide to obtain the historic designation in the future, they would need to apply, but no research will be necessary, as the City already has the information. The inventory sheet and the property owner's application would be presented to the HLC at a public hearing like any other individual designation. If the property is still eligible, the Commission would designate the property individually at that time. Commissioner Stanley complimented Mr. Goodenberger and Staff for the phenomenal work that has been done.

Director Estes said the project was possible because of a grant provided by SHPO. Planner Johnson added that Rachel Jensen assisted Mr. Goodenberger with the inventory as a volunteer. President Gunderson explained that the State suggests 12 minutes of work be spent on each property. Mr. Goodenberger and Ms. Jensen spent about 15 hours on each property. She thanked them for their work.

Commissioner Burns moved that the Historic Landmarks Commission adopt the Findings and Conclusions contained in the Staff report and approve Historic Designation HD13-01 by the Community Development Department, City of Astoria with the following changes:

Page 3, Table at bottom of page, Line 2 "Eligible/Contributing ..... 212 .....43% (-47 HDR = 165)"

Page 4, Paragraph 1, Sentence 3, "There were 62 requests (47 Eligible/Contributing, & 15 Non Eligible/Non-Contributing) to withdraw from historic designation received by June 18, 2013."

Page 7, Paragraph 1, Sentence 2 "There were 62 requests 47 Eligible/Contributing, & 15 Not Eligible/Non-Contributing) to withdraw from historic status received by June 18, 2013."

Motion seconded by Commissioner McHone. Motion passed unanimously.

President Gunderson read the rules of appeal into the record.

The HLC proceeded to Item 5, Report of Officers at this time.

ITEM 4(b):

NC13-02      New Construction NC13-02 by Astoria Point (Rosebriar) to locate an open sided, 83 square foot gazebo as an outdoor smoking area in the rear yard of an existing residential structure at 636 14th Street in the R-3 Zone (High Density Residential). Staff recommends approval of the request with conditions.

This agenda item was addressed immediately following Item 7(a): Irving Bridge Replacement Presentation. 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. None declared. President Gunderson requested a presentation of the Staff report.

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

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

Sam Darcy, CEO, Astoria Point, 263 W. Exchange Avenue, Astoria, stated that he could obtain a vinyl gazebo in the same color as the main building. The color of the main building will never change. He would like vinyl for ease of maintenance and increased structural integrity. Vinyl will not rot or allow for the buildup of mold. The gazebo is prepackaged and fits together nicely. No fabrication is necessary and the gazebo comes as a do-it-yourself kit. The backyard of the property is surrounded by a 6-foot or 7-foot fence. The back yard is currently gravel and shaded by the current structure that is not compliant. The Applicant wants to provide the same comfortable outdoor setting. He asked the HLC to consider allowing the use of a vinyl gazebo instead of wood and composite flooring instead of wood flooring.

Planner Johnson stated the Applicant originally submitted an application stating vinyl would be used. She and the Applicant discussed using wood and the pictures in the Staff report are of wood. The Applicant gave the Commissioners a picture of the vinyl gazebo, which is a slightly different design. Mr. Darcy added that the vinyl could be adapted to match the wood design. The roofing comes in various sizes and designs, with or without a cupola. Building a gazebo without a cupola would lower visibility of the structure, so the neighbors could not see it.

Planner Johnson explained the final design submitted to the HLC is different from the design the Applicant originally submitted, which was vinyl. She distributed the vinyl design to the Commission. The design details are slightly different, the material is vinyl, and the roof has no cupola. Staff was not promoting the cupola; it was simply included in the submitted design. If the vinyl design had been reviewed, no changes would have been made to the Staff report on the design; the only changes would be changing the materials listed and eliminating the brackets and cupola.

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

Planner Johnson stated Staff could change the Staff report if the HLC determines that vinyl and composite materials are acceptable. She confirmed that the actual design includes a cupola detail.

Commissioner Caruana recalled that vinyl windows were going to be allowed in historic properties as an alternative. Planner Johnson replied the HLC can designate a property with vinyl windows as historic if the rest of the structure is intact. Commissioner Caruana believed that would set a precedent and asked if the HLC could approve adding vinyl windows to a house that is historic. Planner Johnson clarified that it does not mean that vinyl windows are acceptable, but that there is enough fabric and design of a building left to preserve with the hope that the vinyl windows will be returned to wood. Adding vinyl windows to a historic property is not recommended.

Director Estes noted this application is for an outbuilding. The HLC must determine if the composite materials are appropriate as an outbuilding to the historically designated property. Commissioner Caruana said he does not mind vinyl, but wanted to know if there was a general move towards accepting alternative materials to wood on historic properties. Planner Johnson noted more composite railings and decking are being approved on historic properties. The gazebo is not a historic structure; it is new construction adjacent to a historic building, which provides more flexibility.

Commissioner Stanley asked if the vinyl is the same material used to make decks. Planner Johnson said she is not familiar with the company's materials. As a vinyl composite, the material will have to be structurally sound, not the flimsy vinyl used in windows. The material comes in white, which is compatible with the structure. She is unsure if the material can be painted. Commissioner Stanley confirmed that the material sets on a composite wood base.

President Gunderson stated she has seen this material at City Lumber and thought it was wood until she saw the material being taken apart. She would approve using the composite material. Commissioner Stanley inquired that the composite is sustainable and will last. Commissioner Caruana believed so, more than wood.

Planner Johnson noted the changes to the Staff report, stating that all references to wood would be changed to the vinyl composite material and that the brackets and cupola would be eliminated, otherwise the design will be as proposed in the design presented by the Applicant tonight. The condition that the structure be painted to match the building would no longer be applicable. Director Estes suggested adding the condition that the color of the structure must match the building.

Commissioner Stanley moved that the Historic Landmarks Commission adopt the Findings and Conclusions contained in the Staff report and approve New Construction NC13-02 by Astoria Point (Rosebriar) with conditions, with the following changes to the staff report:

Page 4, D. Proposed Structure, Paragraph 1 "The proposal is to construct a 10' x 10' (83 square feet) octagon shaped vinyl composite material gazebo in the rear yard of the Rosebriar care center. It would be open on all four sides with a floor. The octagon roof would be composition shingles with a double roof."

Page 5, B. "Finding: The proposed structure would be an octagon vinyl composite material structure with open sides and railings. ..."

Page 5, Photograph of gazebo was changed to reflect the vinyl gazebo example.

Page 5, last paragraph, Sentence 2 "The structure and railing would be of vinyl composite material and should be the same color as the house. The roof would be composition shingles with a double roof."

Page 8, "1. The structure color shall match the main structure."

Motion seconded by Commissioner Caruana. Motion passed unanimously.

President Gunderson read the rules of appeal into the record.

The HLC returned to Item 4(a): HD13-01 at this time.

REPORTS OF OFFICERS/COMMISSIONERS – ITEM 5: No reports.

OLD BUSINESS – ITEM 6: None.

The Commission continued to Item 8 Adjournment and then convened the work session.

NEW BUSINESS – ITEM 7(a):

Irving Avenue Bridge Replacement Presentation

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

Planner Johnson reminded that the HLC reviewed the Franklin Avenue Bridge because it was adjacent to historic properties. The Irving Avenue Bridge (between 18th and 19th Street) is not adjacent to historic property which would trigger an HLC review. However, the bridge is being replaced using Federal funds, which requires a Section 106 Review, a different historic review, because there are historic properties in the general neighborhood. That review will not involve the HLC. The presentation is for informational purposes only.

City Support Engineer Cindy Moore presented the Irving Avenue Bridge Replacement project via PowerPoint with these key comments:

- The project plans are 30% complete. Phase 2 of the geotechnical study is currently ongoing as David Evans and Associates (DEA) is currently working on the 60% design phase.
- The bridge design has been reviewed and approved by City Council and the project is estimated to cost \$5,135,000.
- The bridge will be single span, which was the simplest design plan presented to City Council. This design is expected to move best with land movement. Five different landslides converge in this area and affect the bridge.
- The bridge will have sidewalks on both sides and a Texas railing, which is similar to the Franklin Bridge. During construction, there will be a full closure detour for up to 12 months.

- Final design documents are expected in December 2013 with construction beginning the day after school is out for the summer in June 2014. The bridge should be complete in the summer of 2015.
- She displayed pictures of the existing conditions of the project and computer rendered drawings of the proposed design, providing details about each picture and also reviewing the detour route.

The HLC returned to Public Hearings at this time and first addressed Item 4 (b): NC13-02.

#### ADJOURNMENT OF REGULAR MEETING TO WORK SESSION:

There being no further business, the meeting was adjourned at 6:05 p.m.

The Commission and Staff briefly discussed why a number of property owners may have opted out of the Adair-Uppertown Area Historical Designation and the lack of public testimony on the application. Planner Johnson clarified that no design review for alterations is required on properties not designated historic. However, any new construction adjacent to a historic structure requires design review.

#### WORK SESSION — ITEM 8(a):

Amendment A13-03, the Historic Properties Ordinance

Planner Johnson noted a Historic Preservation Plan was adopted by the City in January 2008 that identified some goals and action items for the HLC and Staff to complete. She provided a status report for those items completed over the years, noting that drafting Development Code revisions, a top priority, had not yet been addressed. The intent of the Code revisions was to make the language more clear, adopt new State designations terms, and make the process easier for property owners. She reviewed the proposed amendments, noting that design guidelines, as recommended in the Historic Preservation Plan would be addressed separate from the code revisions. Staff proposes using grant money left over from the SHPO CLG Grant to have Mr. Goodenberger create a design guidelines document, which will not be included in the Code. It will not be a regulatory document. The document will reflect trends approved by the HLC and include graphic examples to assist property owners preparing applications. The applicant will be able to visually understand what the HLC is trying to achieve and the guidelines will provide a standard for the HLC to follow.

- The guidelines will also help reduce the number of conditions of approval because applicants will be able to better prepare their applications. Architects and developers want to see what designs are acceptable, but nothing is available that can be given to them to provide direction. Planner Johnson must work with them to relate the designs and feel that the HLC is seeking.
- The design guidelines can be published on the City's website so they are easily accessible to the public.
- The guidelines will be much easier to change and update than the Code because no amendment process will be necessary. It takes six months to change a Code.
- Mr. Goodenberger will work on the design guidelines in June 2013. A draft of the design guidelines will be reviewed by the HLC in a work session and the final document presented for HLC approval.
- A public hearing for the Code amendments are on the agenda for the July HLC meeting. The amendments will be presented to City Council for adoption in August 2013.

Director Estes explained the Code amendments and design guidelines are two separate projects. Staff will move forward with the Code amendment process, if the HLC does not have any concerns. The design guidelines project will continue into the winter.

Comments and questions regarding the proposed amendments and guidelines were addressed by Staff as follows:

- Language pertaining to the Code amendments is clear and specific enough so future Staff members could understand what is allowed should Planner Johnson no longer work at the City. If problems arise with any of the amendments, another Code amendment can be approved in the future.
- Article 6.090 would be corrected to delete the extra "and" at the end of the sentence.
- The existing Code does not require all demolition to be reviewed by the HLC. If a structure is damaged more than 70% of its assessed value, it is considered to be completely destroyed. If a building is determined to be an immediate threat to life and safety, demolition must be allowed. Any other demolition must be reviewed by the HLC. Staff is comfortable with the existing Code with regards to demolition.
- After the Code amendments are adopted, some of the property owners who opted out of the Adair-Uppertown historic designation process may opt back in because the process and cost issues may have led some property owners to opt out. Sending a letter regarding the opportunity to opt back in was suggested.



- Staff strategically planned to move forward with the Code amendments along with the Adair-Uppertown historic designation. The City has kept permit costs lower than the price of publishing the mandatory public notices. State law requires a 20-day notification period and the HLC only meets once a month limiting how quickly an application can be processed. The Code amendment should reduce processing time as much as possible.
- Mr. Goodenberger recalled a situation in Portland where a neighborhood was nominated to become a historic district after no objections were stated at a public hearing. After being nominated, opponents gathered signatures from the majority of the residents in the neighborhood to object to the historic designation. The City had worked towards the Adair-Uppertown historic designation for several years.
- Several studies show there are economic benefits to historic preservation. Most studies show that buyers will look for historic properties or want to live in historic neighborhoods knowing that some protection exists regarding the design of the neighborhood.
  - There is no guarantee that a local landmark will have an actual financial benefit. Grant opportunities, special assessments, or tax incentives are only available to Nationally designated districts and properties, not local landmarks.
  - The benefits are pride in owning a historic property, review of new construction adjacent to a historic property, and buyers will seek out and pay more for historic properties.
  - Some homeowners prefer strict Code and guidelines or strong review committees, while others prefer more flexibility in their neighborhoods. An inventoried area or a historic district provides protections to those who prefer strong restrictions and architectural review committees.
  - Property owners who opted out may not understand the benefits that the City has provided to the neighborhood over the last 20 years. Property owners tend to want changes to Code when the changes benefit them. Most of the letters sent in opposition to the historic designation contained identical wording.
  - The historic designation process has been a success. The City expects to see an increase in the number of historic properties.
  - Planner Johnson thought that the number of property owners who opted out was large; however, a SHPO representative assured the City that the number is low compared to other cities, adding that Astoria is unique.
  - Astoria will have over 800 historical designated properties after the additional new 68 properties in the Adair-Uppertown Area are added.

ITEMS NOT ON THE AGENDA

Commissioner McHone asked if a new brewery would be constructed on the wharf at 6<sup>th</sup> Street. Director Estes replied that while there is talk of a new brewery, no application has been filed. Planner Johnson clarified no HLC review is anticipated at this point, but the owner may request that the building be designated as historic.

There being no further business, the work session adjourned at 6:40 p.m.

ATTEST:

APPROVED:

\_\_\_\_\_  
Secretary

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

## ASTORIA PLANNING COMMISSION MEETING

Astoria City Hall  
June 25, 2013

### CALL TO ORDER:

President Innes called the meeting to order at 7:44 p.m.

### ROLL CALL:

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

Commissioners Excused: Kera Huber

Commissioners Absent: Thor Norgaard

Staff Present: Community Development Director Brett Estes, Planner Rosemary Johnson, and City Attorney Blair Henningsgaard. The meeting is recorded and will be transcribed by ABC Transcription Services, Inc.

Planner Johnson noted Commissioner Huber had asked her to convey her regrets that she was unable to attend due to illness.

### APPROVAL OF MINUTES:

Item 3(a): May 6, 2013  
Item 3(b): May 28, 2013

President Innes asked for approval of the minutes of the May 6, 2013 and May 28, 2013 meetings. Commissioner Nemlowill moved to approve the minutes; seconded by Commissioner Tollefson. 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 13-03 Conditional Use CU 13-03 by Lawrence Cary to locate a distillery as light manufacturing and conduct indoor entertainment of distillery tours with tasting room and retail sales at 1270 Duane in the C-4 Central Commercial zone.

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 Nemlowill declared that she owns a brewery nearby, but she did not believe her brewery produced the same product as the Applicant's business. Because the Applicant's product would not have a negative impact on her revenues, Commissioner Nemlowill believed she could make an unbiased decision.

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

Hearing no questions for Staff, President Innes opened the public hearing and called for testimony from the Applicants.

Darren Doss, 4900 Ash Street, Astoria and Lawrence Cary, 286 Lexington Avenue, Astoria, introduced themselves. Mr. Doss stated he is the architect on the project and could answer any questions or respond to any concerns from the Planning Commission.

Vice-President Cary asked how long it would be before the business opened and if a bar would be part of the business. Mr. Cary responded it would probably open in September 2013 and the business would include a tasting room. Mr. Doss added the business would include a retail outlet for spirits.

President Innes asked the Applicants what product they planned to distill. Mr. Cary stated they would begin distilling clear liquors, including vodka and gin. Eventually, they would distill rum and aged liquors like whiskey. Mr. Doss added the spirits will be named after local icons and will become an export of Astoria.

President Innes called for public testimony in favor of, impartial, or opposed to the application.

Rosemary Baker Monahan, 1880 South Edgewood, Seaside and Liberty Theater Director, spoke in favor of the application adding that the distillery will be a great addition to the neighborhood.

Drew Herzig, 628 Klaskanine Avenue, Astoria, spoke impartial to the application. He confirmed the business would be required to obtain a liquor license and asked if it would be difficult to move the business in five or ten years as this is somewhat of a temporary use of the facility. Mr. Cary responded that moving would not be difficult. An application with the federal government would need to be reprocessed and the Applicants must notify the Oregon Liquor Control Commission that they would be moving to a new location. Production would need to be shut down for a short period of time.

Director Estes stated that he understood Mr. Herzig was asking if the equipment would be easy to dismantle and reassemble. Mr. Cary replied it is very simple as his fermentation equipment is on wheels and the 200-gallon still would be pallet jacked and moved with a forklift. The distilling process is very simple and he would be happy to show how it works.

President Innes confirmed there was no further public comment or discussion and closed the public hearing.

Planner Johnson corrected the conditional use number on the agenda from CU13-08 to CU 13-03.

Commissioner Nemlowill moved to adopt the Findings and Conclusions contained in the Staff report and approve Conditional Use CU13-03 by Lawrence Cary to locate a distillery as light manufacturing and conduct indoor entertainment of distillery tours with tasting room and retail sales at 1270 Duane in the C-4, Central Commercial zone; seconded by Commissioner Pearson. Motion passed unanimously.

President Innes read the rules of appeal into the record.

#### OLD BUSINESS

##### Item 5(a): Transportation System Plan Update

Director Estes stated this update is a follow up to the discussion that occurred during the Traffic Safety Commission meeting. He noted that three neighborhood meetings held a few weeks prior had very good attendance.

- The meeting for the Uniontown and Bond Street neighborhood had 24 attendees and discussion centered on opening Bond Street to two-way traffic, as well as the road diet (lane reduction) concept for Marine Drive and West Marine Drive. Some of the concerns raised by Bond Street residents were addressed by implementing pedestrian improvements on Bond Street prior to proceeding with any road diet improvements on Marine Drive. This would prevent more traffic from shifting over to Bond Street due to installation of traffic slowing mechanisms to slow down traffic on Bond Street.
- The meeting that focused on the downtown area had 50 attendees and the main issue was the concept of having two-way traffic completely throughout downtown, which would essentially put the highway to Marine Drive. Moving the highway would require the removal of on-street parking on both sides of Marine Drive. The

majority of people attending the meeting opposed that scenario, though a few people did support the concept.

- After hearing from attendees that Marine Drive and Commercial Street should remain a couplet, discussion turned to the issue of having two-way traffic throughout the rest of downtown. About half of those attending supported that concept and the Transportation System Plan (TSP) Committee members are split on the idea as well. Discussions will continue at another meeting.
- The third neighborhood meeting focused on the Niagara Avenue/7<sup>th</sup> Street and Highway 202-Olney Avenue/Business Highway 101 intersections. About 19 people attended to discuss possible pedestrian enhancements along Niagara and 7<sup>th</sup> Streets, including narrowing the streets, slowing down traffic through the area and implementing some improvements near Peter Pan Market.
- A suggestion taken from the Miles Crossing / Jeffers Garden TSP was to install a roundabout at Highway 202 and Business Route 101. Owners of the Shortstop Market expressed concerns that access to their business would be severed from Highway 202 based upon an initial concept drawing. Most of the attendees supported the roundabout if it could be moved to the southeast and provide access to the Shortstop Market.
- A follow up TSP Committee meeting was held last week and another meeting is scheduled for next week. At these meetings, the Committee listens to all the public feedback to develop recommendations that will be presented to the Planning Commission and City Council for consideration.

President Innes asked if the roundabout near Shortstop Market would include crosswalks. Director Estes replied there would be pedestrian enhancements between the Shortstop Market and the apartment complex formerly known as Riverine Apartments. ODOT is considering some short-term pedestrian improvements for the summer of 2014. A curb with a sidewalk and a rail will be built where cars are currently parking along the apartment complex. The rail will guide pedestrians to a crossing that connects to the Shortstop Market.

REPORTS OF OFFICERS/COMMISSIONERS: No reports.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 8:02 p.m.

**ATTEST:**

**APPROVED:**

Secretary

Community Development Director /  
Assistant City Manager

## ASTORIA TRAFFIC SAFETY ADVISORY COMMITTEE

Astoria City Hall

June 25, 2013

### CALL TO ORDER:

President Innes called the meeting to order at 7:02 p.m.

### ROLL CALL:

Commissioners Present: President McLaren Innes, Vice-President Mark Cary, Al. Tollefson, David Pearson, and Zetty Nemlowill

Commissioners Excused: Kera Huber

Commissioners Absent: Thor Norgaard

Staff Present: Community Development Director Brett Estes, Planner Rosemary Johnson, Police Sergeant Brian Aydt, City Engineer Jeff Harrington, City Attorney Blair Henningsgaard, and Engineer Technician Steve Ruggles. The meeting is recorded and will be transcribed by ABC Transcription Services, Inc.

### APPROVAL OF MINUTES:

Commissioner Nemlowill moved to approve the May 28, 2013, seconded by Commissioner Cary. Motion passed unanimously.

### OLD BUSINESS:

- Item 4(a): **Pedestrian Safety Update**  
Item 4(b): **Pedestrian Safety Flag Request for Recommendation to City Council**

Director Estes explained that Engineer Harrington would be discussing Items 4(a) and 4(b) together and would focus on issues discussed at the May 28, 2013 meeting.

Engineer Harrington reviewed the information in the memorandum included in the meeting packet as follows:

- Oregon Department of Transportation (ODOT) volunteered to video pedestrian flag use and 23 hours of video was analyzed for flags used, yielding or failure to yield by vehicles, jaywalking, and crossing with no traffic. The subject recording occurred in the daytime when a cruise ship was in town, which reflected tourist activity.
  - The flag use data was the highest priority. The video analysis revealed an average 6% to 8% compliance rate of flag use with 10<sup>th</sup> Street and Commercial at 10% and 10<sup>th</sup> Street and Marine at 4% compliance. Staff is not sure why the intersections had varying use rates. Based on previous conversations with ODOT, the City had hoped to see a 40% to 50% compliance rate of flag use.
- A federal study conducted in 2006 references programs in Salt Lake City, Utah and Kirkland, Washington, which had moderate success of a 46% to 79% compliance rate, with an average of 65%. Several cities participating in the study used florescent orange flags carried by crossing pedestrians. The study's research team found no formal studies in the literature regarding the effectiveness of crossing flags, however anecdotal information has indicated that these crossing flags are effective at improving driver yielding behaviors so, the flags do have a positive effect when used. The flags draw additional attention to drivers looking toward pedestrians, but are ineffective with drivers not looking out the front windshield or with irresponsible pedestrians.
- The flag program in Sisters, Oregon has revealed success and is still active. A volunteer school group recently updated their flags. A staff report from September 2012 revealed the City of Sisters was reluctant to take over the program, which was being sponsored by a book club, because the City did not have adequate staff to fully implement the program.

- The pilot project in Astoria used an hour of Staff's time each morning.
- He concluded that while the flags do provide some benefit, he questioned whether the flags benefitted Astoria. An ODOT traffic engineer from Salem, who is knowledgeable about the flag program, said that ODOT is not seeing a statewide benefit in the use of flags. The benefit may increase if the program was implemented statewide so that pedestrians and drivers saw the flags throughout the state.

Engineer Harrington added that Staff had a successful meeting with ODOT about adjusting parking at intersections. Since the State implemented the 20-foot setback of parking spaces from crosswalks, very few cities have been able to comply with the law. The law results in the loss of a large amount of parking in downtown districts. He explained to ODOT Astoria's plan to comply with the law as restriping is conducted, block by block. He also mentioned that Astoria has a program, based on a traffic study that restricts vehicle height at corners. ODOT believed Astoria is on the right track with this program.

Commissioner Nemlowill asked if the use of the Transportation System Plan (TSP) as a vehicle for long-term pedestrian safety solutions was discussed at the ODOT meeting. Engineer Harrington answered yes, and recalled his presentation at the May 28, 2013 Traffic Safety Committee meeting. The City's top priority is working with the TSP consultants to keep them up to date on all the programs the City is currently working on. The consultants are considering how the City's concepts and ideas can be incorporated into projects.

- For example, Astoria may need ODOT grant funding to implement Rapid Flashing Beacons (RFBs) at the six intersections that have been identified as appropriate for RFBs. The RFBs will be identified and prioritized in the TSP. If funding becomes available for RFBs, the City will be able to apply for the funding. Prioritized projects in the TSP do not necessarily need to be done first.

Commissioner Nemlowill recalled the consultant noted many innovative solutions at the joint work session with Council, but none were incorporated in the first presentation of the TSP. She asked if Staff is considering any of the solutions suggested by the consultant, which appeared to be good ideas. She understood the consensus at the work session was to consider these ideas during the TSP approval process. Director Estes explained that the RFBs, bulb outs, curb extensions and several other concepts are included in the TSP. Some of the ideas included in the TSP were discussed at public community meetings, including road diets and the installation of pedestrian islands.

Commissioner Nemlowill asked if crosswalk enhancements in the downtown area are included in the TSP. Director Estes replied the Public Works Department has already talked with ODOT and is working to proceed with crosswalk enhancements separate from and in advance of the TSP.

- Engineer Harrington added that the techniques presented at the joint work session were not applied to any specific part of town at that point in the TSP process. As the City analyses problem areas, those solutions are incorporated into the TSP. For example, residents along Bond Street are concerned about a road diet on Highway 30. The consultant suggested implementing traffic calming, perhaps up to a year in advance of the road diet to ensure that it works. He has been involved in many TSPs and is impressed with this process.
- Director Estes said the TSP consultants have been discussing projected traffic volumes 20 years from now, which do not reveal many failures in the traffic system. Many of the issues being considered are livability issues rather than traffic system failure issues. Public meetings over the last few months have targeted specific areas of the city where concerns have been identified. The next set of public meetings will probably include more discussion about the pedestrian improvements and other specific within the TSP.

Commissioner Nemlowill confirmed that even if the Traffic Safety Committee recommends that City Council abandon the crosswalk flag pilot program, the Committee could be confident that other pedestrian safety enhancement plans are being considered. The flag program is not the only recommended solution.

Engineer Harrington updated the Committee about the City's discussions with ODOT about the City's pedestrian safety issues as follows:

- The TSP consultants are very involved with the adjustment of parking at intersections, sign colors, and size enhancements of signs. Staff is waiting to hear back from ODOT on sign color and size enhancements. The Oregon Traffic Control Device Committee (OTCDC) is currently developing a statewide standard to provide consistency throughout the state. Bright yellow green is being reserved for school crossings, which are different from regular crosswalk signs. The school crossing sign shows children with an adult.

- The League of Oregon Cities is very involved and contributing to the process of developing a statewide standard. Public Works Director Cook will contact the local representative to voice the City's interest in expediting the process.
- Crosswalk markings were discussed with the consultants due to concerns with Continental crosswalks. If crosswalks were implemented on a statewide basis, being consistent with ODOT's direction would be best.
  - ODOT has said that traditional crosswalk stripes are mandatory at signalized intersections because the stripes serve as a stop bar. Continental crosswalks do not have this stop bar. A separate stop bar is set back from the crosswalk markings when a controlled stop location is desired. This will not work in downtown Astoria because it takes up too much length.
  - The City has developed a map of all of the crosswalks on Highway 202 and Highway 30 using a list provided by ODOT. The City discovered that several crosswalks are being allowed to fade away because they were never approved by the State Transportation Engineer and therefore are not legal. The City's consultant is currently working to obtain approval from the State for all of Astoria's crosswalks, both existing and previously existing. Staff is confident that all of the crosswalks will be approved unless there is strong opposition by the State Transportation Engineer.
- ODOT Traffic Engineers tend to recommend fewer rather than more crosswalks; for example, 17<sup>th</sup> and 18<sup>th</sup> Streets were discussed because ODOT is concerned about having two crosswalks so close together.
  - A study in the 1970s, conducted in San Diego, California, indicated that nearly six times as many crashes occur in marked crosswalks than unmarked crosswalks. The Highway Safety Research Center did a more extensive study in 2002 that included 1,000 different locations in six different states. This study revealed 3.6 times more accidents occur in marked crosswalks than in unmarked crosswalks.
    - These statistics could have to do with pedestrians having a false sense of security within marked crosswalks. Pedestrians have the right of way, which also leads to a false sense of security. Pedestrians do not feel as secure in an unmarked crosswalk and tend to take more responsibility.
  - Good crosswalks must also be placed in the right location. The crosswalk at the hospital was moved because pedestrians were crossing in the middle of the block, rather than at the intersection where the crosswalk was originally located.
- ODOT is still seeking funding for RFBs, which is a technique proven to work. There could be some danger to the pedestrian if the pedestrian fails to activate the lights. The pedestrian is still responsible to make sure the intersection is clear. A pedestrian is less likely to be hit if they dress brightly and make eye contact with drivers prior to crossing the street.
- ODOT is still studying the feasibility of signal modifications. The impact on traffic congestion was a concern also discussed by the TSP group. Signal modification involves giving the pedestrian a few seconds to enter the crosswalk prior to allowing traffic to proceed through the intersection. ODOT questioned whether this would work well for Astoria due to the sequencing of lights; however, the countdown style lights would be an improvement that ODOT is considering.
- ODOT acknowledged Astoria's issues and provided good feedback.

President Jones called for public feedback on pedestrian safety.

Drew Herzig, 628 Klaskanine Avenue, Astoria, stated he was under the impression the video of flag use would be analyzed for theft and vandalism in addition to flag usage. Most of the flags are missing now. He asked if any information was obtained about the loss of flags. Engineer Tech Ruggles said that he watched about 15 hours of video, including both daytime and nighttime footage. Of the video Staff did analyze, no instances of flag theft or vandalism were seen. Staff analyzed the video to figure out who was using the flags.

Mr. Herzig asked if Kirkland, Washington or Salt Lake City, Utah reported on theft or vandalism in that study. Engineer Harrington replied all of the cities experienced theft. Mr. Herzig said he was confident the City would abandon the program. Should the program be considered again in the future, theft and vandalism is an issue that would need to be addressed. The loss of flags was significant; more than 400 flags have been stolen or missing in only a few months. Unfortunately, this was the story published in the press. He also read a Coast Guard article in the newspaper about the City considering modifications to the intersection at 17<sup>th</sup> Street and Marine Drive. The Coast Guard is concerned that the two crosswalks on 17<sup>th</sup> and 18<sup>th</sup> Streets will be combined into one crosswalk. Engineer Tech Ruggles added there was more vandalism of the flags than theft. The video was grainy and Staff would not have been able to see a pedestrian breaking a flag. Engineer Harrington noted that trying the program revealed a lot of good information. He believes the program results are due to Astoria being different from other cities. Seattle spent a lot of money and conducted a lot of awareness, yet the program

did not work. The flag program does work in some cities. Sisters has different circumstances and only uses flags at certain locations; some flags are used only in locations with crossing guards; some are used only during the summer at certain locations, and some flags only during school months at certain locations. He suggested that flags in the downtown area might have been broken around 2:00 a.m. when the bars closed.

- Should the City decide to consider the program again in the future, a different, well-planned approach will be used. A lot of community involvement will be necessary. Some cities have neighborhood divisions or departments that are solely responsible for the flag program. The cities are bigger and have staff available to dedicate to the program. Astoria would need a lot of community involvement because Staff is limited.

Mr. Herzig agreed that community involvement would be critical, but it was not part of the program this time.

- Information is not getting out to the public. The community needs to hear what is being done so that they can feel like they are tracking the progress. He receives many comments that the City does nothing. The City is doing many things, but the public does not hear about it. He was unsure how to handle this and suggested that the Traffic Safety Committee make a recommendation to Staff to publish regular bulletins on projects being considered. The Combined Sewer Overflow project updates are being publicized.
- He thanked Staff and the Committee for spending so much time on the pedestrian safety issue, which is vital. A walkable city is the way of the future and Astoria must become more pedestrian friendly. He hopes the City can find solutions. Even without solutions, community involvement in the search for solutions is very important.

President Innes encouraged Mr. Herzig to inform the Traffic Safety Advisory Committee of any ideas on how to share information with the community. The minutes of the Committee meeting are published on Astoria's website. Director Estes added the City continues sending pedestrian safety brochures with the water bills, so those education efforts are ongoing.

Sergeant Ayd noted that pedestrian issues exist that are associated with the Sunday Market and the police department is trying to determine how to address the issues. Vendors at the market hope the department can provide education, which will be difficult because market attendees tend to be transient and may not return until the following year. Commercial Street is especially being monitored. On Sunday, June 23, a police officer watched traffic during the market and videotaped 125 pedestrian violations in a 20-minute period. Sergeant Ayd requested ideas from the Committee on how to mitigate these issues at the Sunday Market.

Engineer Harrington noted the fact that Astoria is a vacation town with many tourists was also discussed with ODOT. No matter how much public outreach is conducted, many tourists who visit in the future will not have been exposed to the public outreach when it originally occurred. Behaviors of tourists can be different from locals because they are just discovering Astoria for the first time. Education must be presented to tourists as they arrive and must grab their attention. He recalled City Councilor LaMear had suggested posting signs on each end of town saying Astoria is a pedestrian-friendly town.

Commissioner Nemlowill believed the Sunday Market had appointed a person to assist pedestrians crossing at 12<sup>th</sup> and Duane Streets for a while. She did not know about Commercial Street and was unsure if the Sunday Market would have any resources. Sergeant Ayd said he has talked to the Sunday Market and someone was assisting pedestrians at 12<sup>th</sup> and Duane in 2012. The Sunday Market has always depended on pedestrians to follow the rules on Commercial Street with the traffic signal, but it is obvious people are not following the rules. Commissioner Nemlowill recalled a pedestrian scramble was mentioned at the work session. A pedestrian scramble involves shutting down crosswalks for traffic in all directions allowing pedestrians to cross freely during a certain period. This seems to be already occurring without a formal pedestrian scramble. Sergeant Ayd explained that pedestrians were not crossing outside of the crosswalks, but are choosing to cross the intersection while the light is green for Commercial Street. Commissioner Nemlowill said she is shocked by risky pedestrian behavior she sees while driving. Sergeant Ayd added the police department does not strictly enforce jaywalking laws during the Sunday Market. People may cross in the middle of the intersection as long as they cross when they are supposed to cross, not when the light is green for vehicle traffic.

President Innes called for comments on making a recommendation to Council regarding the pilot flag program.

Vice-President Cary said he liked the idea of eliminating some crosswalks as more crosswalks create a false sense of security. The flags may also provide a false sense of security as they were positioned about one



intersection from a traffic signal. He believed the pedestrian safety flag program should be abandoned because it did not work.

Commissioner Tollefson agreed that the pedestrian safety flag program should be abandoned. His office is on 10<sup>th</sup> Street and he crosses the intersections three or four times each day. He has not seen anyone using the flags.

Commissioner Pearson believed the City expected a low usage rate when the program began, but actual usage rates are much lower than he expected. Based on Staff's extensive study of flag usage, he agreed to recommend discontinuing the flag program.

Commissioner Nemlowill agreed to discontinue the flag program as well.

Motion by Commissioner Cary, seconded by Commissioner Nemlowill that the Traffic Safety Advisory Committee recommend that City Council terminate the pedestrian flag safety program. Motion passed unanimously.

#### REPORTS OF OFFICERS/COMMISSIONERS:

Commissioner Nemlowill reported Councilor Arlene LaMear sent an email asking the Traffic Safety Committee to consider installing signs, similar to signs in Idaho that read, "Sandpoint is a walking town. Please stop for pedestrians." While Astoria has pedestrian problems, pedestrians make Astoria unique and different from other nearby communities. Part of the Committee's mission is to focus on having a walkable pedestrian-friendly town. She was not sure installing a few signs would provide enough emphasis on pedestrian safety. It would be great for City Council to discuss the Committee's mission from a policy standpoint. Director Estes stated Councilor LaMear presented her idea of the signs at the last City Council meeting and Public Works Director Ken Cook is looking into getting the signs installed. Commissioner Nemlowill said she would like to see the signs lead to a broader pedestrian culture in Astoria.

President Innes commented that the signs looked handmade rather than a standard ODOT sign; she was glad work was being done to install such signs.

#### PUBLIC COMMENTS:

Drew Herzig, 628 Klaskanine Avenue, Astoria, asked that the City to publish a proclamation in the newspaper prior to putting up the signs. The proclamation should state that City Council declares Astoria a pedestrian friendly city. Simply putting up the signs without public presentation or education is a recipe for failure. He suggested making an announcement and posing in front of the new sign. He begged the Committee not to make the same mistake that was made with the Pedestrian Flag Safety Program.

#### ADJOURNMENT:

There being no further business, the meeting was adjourned to convene the Planning Commission Meeting at 7:43 p.m.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Secretary

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



July 26, 2013

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM: PAUL BENOIT, CITY MANAGER

SUBJECT: LIBRARIES ROCC! LSTA GRANT 2013-2014, EXTENDING SERVICE TO THE UNSERVED

**DISCUSSION/ANALYSIS**

Libraries ROCC! Rural Outreach to Clatsop County\* grants have been funding services to Clatsop County for the past three years. 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 1000 items. These three LSTA grants totaled \$226,780 in grant funds over three years.

The steering committee discussed methods of continuing the success of Libraries ROCC. They requested the first year of a two year grant funding for the reading outreach project. The Oregon State Library encouraged the application.

On April 22, 2013, the Council authorized the application amount of \$95,040. The Library is pleased to report that the grant Libraries ROCC! 2013-2014, in the amount of \$95,040, has been awarded.

**RECOMMENDATION**

It is recommended that Council accept the LSTA Libraries ROCC! Reading Outreach in Clatsop County grant award in the amount of \$95,040.00.

By: Jane Tucker  
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.

**OREGON STATE LIBRARY**  
**LSTA GRANT CONTRACT**

This contract is entered into by and between the Oregon State Library and the agency designated as "the Subgrantee" in Section I. below, pursuant to the authority granted to the Oregon State Library under Oregon Revised Statutes 357.005 (2) (i) and 357.031 and in compliance with the provisions of Public Law 111-340, which reauthorizes the Library Services and Technology Act, 20 USC 72.

**I. CONTRACTING PARTIES**

The Receiving Agency: Oregon State Library

The Subgrantee: City of Astoria

**II. TERMS AND CONDITIONS**

A. The Receiving Agency agrees to make a grant of monies to be used for the purpose of completing the activities described in the Subgrantee's Library Services and Technology Act grant application entitled "**Libraries ROCC (Rural Outreach in Clatsop County) [Phase II, Year 1]**" as approved by the Oregon State Library Board.

B. The Subgrantee agrees to administer the grant project in accordance with the provisions of the Library Services and Technology Act, 20 USC 72, and with the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments of the National Foundation on the Arts and Humanities, 45 CFR 1183.

C. The Subgrantee agrees to the following with regard to monies granted under this agreement: The Subgrantee will charge expenditures against this grant only if they conform to the grant application cited in Section II. A. above as approved by the Oregon State Library Board, and are for expenses incurred or obligated during the grant period. Grant funds will not be encumbered after **June 30, 2014**. By **July 31, 2014** all monies will have been expended and a Financial Status Report will be submitted to the Receiving Agency and all unexpended funds will be returned.

D. The Subgrantee agrees to comply with the audit requirements for this grant as contained in OMB Circular A-133 [Revised], which applies to states, local governments and non-profit organizations.

E. The Subgrantee agrees that any income earned by the Subgrantee from activities which were supported, in whole or in part, by funds granted under this agreement, will be

K. The Subgrantee agrees to expend grant monies in accordance with Section V. of this contract. Otherwise, it agrees to secure specific written approval before obligating grant funds.

L. The Subgrantee agrees to provide the Receiving Agency with two (2) sets of all promotional materials and other publications or productions resulting from the activities supported, in whole or in part, by funds granted under this agreement.

M. The Subgrantee agrees to provide the Receiving Agency with three (3) Grant Activity Reports and one (1) Final Grant Activity Report on forms supplied by the Receiving Agency in accordance with the following schedule:

<i>Reporting Period</i>	<i>Due Date</i>
July 1, 2013 to September 30, 2013	October 31, 2013
October 1, 2013 to December 31, 2013	January 31, 2014
January 1, 2014 to March 31, 2014	April 30, 2014
April 1, 2014 to June 30, 2014 (Final)	July 31, 2014

N. The Subgrantee agrees to provide the Receiving Agency with four (4) Financial Status Reports on forms supplied by the Receiving Agency in accordance with the following schedule:

<i>Reporting Period</i>	<i>Due Date</i>
July 1, 2013 to September 30, 2013	October 31, 2013
October 1, 2013 to December 31, 2013	January 31, 2014
January 1, 2014 to March 31, 2014	April 30, 2014
April 1, 2014 to June 30, 2014	July 31, 2014

O. The Subgrantee agrees to comply with the terms and conditions of this contract and acknowledges that failure to comply can result in grant suspension. Suspension will be effective thirty (30) days after receipt of written notification from the Receiving Agency, during which time the Subgrantee may appeal the suspension to the State Librarian.

P. The Subgrantee may request in writing to the Receiving Agency for termination of this signed agreement. The Receiving Agency may terminate this contract upon review of the request. Also, the Receiving Agency may terminate this agreement for noncompliance with the terms of the grant award. Termination will be effective thirty (30) days after receipt of written notification from the Receiving Agency, during which time the Subgrantee may appeal the termination to the State Librarian. The Receiving Agency may terminate or modify this contract, effective upon delivery of written notice to Contractor, or at such later date as Agency may establish in such notice, if the Receiving Agency fails to receive funding, or appropriations limitations or other expenditure authority at levels sufficient to pay for the purchase of the indicated quantity of services.

VII. CERTIFICATION

The undersigned Receiving Agency does hereby certify that the services to be received as specified above are necessary and essential for activities that are properly within the statutory functions of the Receiving Agency, and that the arrangements and payments contracted for are in compliance with the provisions for Programs of the Institute of Museum and Library Services, Library Services and Technology Act, 20 USC 72, and the Oregon LSTA 5-year State Plan.

RECEIVING AGENCY

Oregon State Library

MaryKay Dahlgreen

6/25/13

MaryKay Dahlgreen, Oregon State Librarian      Date

SUBGRANTEE

**Astoria Public Library or Seaside Public Library**

\_\_\_\_\_

\_\_\_\_\_

Signature

Date

\_\_\_\_\_

\_\_\_\_\_

Name

Email

\_\_\_\_\_

Title

SUBGRANTEE FISCAL OFFICER

City of Astoria

Paul Benoit

6/27/13

Signature

Date

Paul Benoit  
Name

pbenoit@astoria.or.us  
Email

City Manager

503-325-5824

Title

Telephone number

Address: 1095 Duane Street  
Astoria OR 97103



CITY OF ASTORIA  
Founded 1811 • Incorporated 1856

August 1, 2013

TO: MAYOR AND CITY COUNCIL  
FROM: PAUL BENOIT, CITY MANAGER  
SUBJECT: LIQUOR LICENSE APPLICATIONS

Background

The procedures to process Liquor License applications are outlined in Resolution 85-38 which includes information on fees, City Council review criteria and actions on permit applications per Oregon Liquor Control Commission regulations. For liquor license applications, the City's review process includes investigation by the various Departments with submittal of the findings of the investigations to the City Council for consideration. The procedures state that the application is processed by the Finance Department and is to be reviewed by the Fire Department, Planner, and Police Department. Once the report is completed, a public notice is published and the application is scheduled for a public hearing before the City Council.

At one time, the Fire Marshal would review the application for the Fire Department. That position has been eliminated. At the January 3, 2012 City Council meeting, Council amended the City Code to designate Fire Code plan review to the Building Official. The Building Official reviews issues related to building occupancy.


Staff proposes to repeal and replace the Resolution to reflect the change in position duties and therefore, applications would be reviewed by the Planner, Police Department, and Building Official. In addition, the procedures state that the application must be submitted ten days prior to a City Council meeting. Ten days does not provide enough time for staff review as draft memos from staff for the City Council agenda are due 13 days prior to a City Council meeting. Therefore, staff proposes to amend the procedures to state that applications must be submitted 30 days prior to the City Council meeting. Section 1.03 identifies the fees. OLCC has increased the yearly fee from \$25.00 to \$35.00 and therefore the fee is proposed to be amended to \$35.00 in Section 1.03.

A copy of the Resolution with deletions noted with ~~strikethrough~~ and insertions noted with underline is attached for Council consideration. The changes occur in Section 1.03, Section 1.06, paragraph 2, and Section 1.07. No other changes are proposed at this time.

Recommendation

It is recommended that the City Council adopt the Resolution amending Liquor License procedures concerning the liquor license application process.

By:

  
Rosemary Johnson, Planner

Through:

  
Mark Carlson, Finance Director

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL AMENDING THE RESOLUTION CONCERNING LIQUOR LICENSES PROCEDURES.

WHEREAS, under ORS 471.210(4), the City Council may adopt license guidelines to be followed in making recommendations on liquor license applications; and

WHEREAS, the duties and responsibilities of the Building Official includes enforcement of the Building Code as it relates to building occupancy;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASTORIA AS FOLLOWS:

Section 1.01. Purpose. This administrative practice establishes procedures for submitted reports on applications for liquor licenses.

Section 1.02. Applicant Located Within Incorporated City. The Oregon Liquor Control Commission (OLCC) may require of every applicant for a license the recommendation in writing of the City Council if the place of business of the applicant is within an incorporated city. The Commission may take such recommendation into consideration before granting or refusing the license.

Section 1.03. Fee. The applicant shall pay to the City a fee of \$100.00 for each original application for a license permitting the sale of an alcoholic liquor for consumption on or off the premises. Applicants for a change in ownership, change in location or change in privilege license shall pay to the City a fee in the amount of \$75.00. An annual renewal fee of ~~\$25.00~~\$35.00 shall be paid to the City by currently licensed outlets.

Section 1.04. Commission Actions. The City of Astoria hereby adopts criteria established by the Oregon Liquor Control Commission in recommending issuance of liquor licenses. The Commission may refuse to license any applicant if it has reasonable ground to believe any of the following to be true:

- (1) That there are sufficient licensed premises in the locality set out in the application, or that the granting of a license in the locality set out in the application is not demanded by public interest or convenience.
- (2) That the applicant has not furnished an acceptable bond.
- (3) That any applicant to sell at retail for consumption on the premises has been financed or furnished with money or property by, or has any connection with or is a manufacturer of, or wholesale dealer in, alcoholic liquor.
- (4) That the applicant:
  - (a) Is in the habit of using alcoholic beverages, habit-forming drugs or controlled substances to excess.

- (b) Has made false statements to the Commission.
- (c) Is not a citizen of the United States, or is incompetent or physically unable to carry on the management of the establishment proposed to be licensed.
- (d) Has ever been convicted of violating any of the alcoholic liquor laws of this state, general or local, or has been convicted at any time of a felony.
- (e) Has maintained a noisy, lewd, disorderly or insanitary establishment.
- (f) Is not of good repute or moral character.
- (g) Did not have a good record of compliance with the alcoholic liquor laws of this state and the rules of the Commission when previously licensed.
- (h) Is not the legitimate owner of the business proposed to be licensed, or other persons have ownership interested in the business which have not been disclosed.
- (i) Is not possessed of or has not demonstrated financial responsibility sufficient to adequately meet the requirement of the business proposed to be licensed.
- (j) Is unable to read or write the English language or to understand the Liquor Control Act or rules of the Commission.

Section 1.05. City Investigation. The various departments of the City are required to investigate and inspect the premises described in the application and to set forth the facts in the investigation report of the application for liquor license. It is not the responsibility of any staff official to recommend for or against the issuance of a liquor license, but any member of the City staff may submit information to the City Council which will assist the City Council in its determination. A member of the staff may recommend abeyance until certain action is taken by the applicant.

Section 1.06. Investigation Report. The investigation report on the application for liquor license is to be routed with copies of the liquor license application. The investigation report will be attached to the copies of the application or renewal form by the Finance Director. The Finance Department will type on the form the name of the applicant, the trade name of the business, the address of the business, the telephone number of the business, and in the upper right-hand corner, the type of license being requested and the fee which is paid. A separate investigation report shall be submitted for each type of license.

When the investigation report information has been prepared by the Finance Department, the documents will be referred to the Building Official ~~Fire Department~~ for an inspection of the premises and its ~~his~~ report. If the premises comply with the minimum occupancy standards set by the Building Code ~~fire prevention code~~ and all other regulations of the City Fire ~~Department~~, and there are no exceptions, the words, "no exceptions", shall be placed on the form and the Building Official ~~Fire Chief~~ or his representative shall sign the form.



An investigative report shall be routed to the City Planner who shall inspect the property for compliance with zoning codes. If there are no violations or variations, the City Planner shall enter the words, "no exceptions", on the form and shall sign the report.

OLCC will advise the applicant that they are to present a complete copy of the OLCC application to the Finance Department for processing at the local level. If the applicant is a corporation, a copy of the OLCC Corporation Questionnaire as well as a copy of the Financial Statement will also be required to be submitted to the City Finance Department. Copies of all such forms will be forwarded by the Finance Department to the Police Department after the forms have been time-stamped upon their receipt. Upon receipt at the Police Department, the application will be reviewed and the pertinent investigatory actions initiated.

The review and investigation will be completed by the third business day following arrival of the application to the Police Department. Generally, that investigation will consist of a check of the departmental records, a review of the computerized criminal history and consultation with the OLCC investigator. The Police Department will respond on the form provided by the Finance Department summarizing the results of the investigation.

An "Individual History Application" will be completed by the applicant upon applying with the City for a liquor license or special event permit to dispense alcoholic beverages of any type. This is necessitated as a means of enhancing investigative information for the consideration of the Police Department.

The investigation report shall be submitted to the Finance Department where a review of the accounts receivable of the applicant will be made and the appropriate entry made upon the form. The form shall be signed by the Finance Director or his representative.

The investigation report shall summarize findings relative to the criteria established under Section 1.04 of this procedure and will be forwarded to the City Manager who will place it on the agenda for consideration by the City Council.

Prior to the City Council meeting at which the application will be heard, the applicant will be notified, in writing or verbally, by a member of City staff in the event information is developed during the investigation which may result in a negative recommendation by City Council. The applicant will be specifically advised of the negative considerations in order to allow the applicant an opportunity to provide rebuttal information. If the applicant is advised verbally, City staff will document the date and time that the contact was made as well as summarize the discussion for recording purposes.

Section 1.07. Submission Date. Liquor license applications requiring action by City Council must be submitted ~~40~~30 days prior to a City Council meeting.

Section 1.08. Notification of Proceedings/Opportunity to Appear. Public notice will be given of the date and time the City Council will consider the liquor license application by a legal notice in the local newspaper published the week preceding the City Council meeting. In instances where more than one application is to be heard at a single City Council meeting,





CITY OF ASTORIA

Founded 1811 • Incorporated 1856

July 21, 2013

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  PAUL BENOIT, CITY MANAGER

SUBJECT: Volunteer Workers Compensation Resolution Amendment

Discussion

Recently our workers compensation carrier, City County Insurance Services (CIS) requested that we pass a resolution clarifying which volunteers are covered by workers compensation insurance. This resolution accomplishes that request and reconfirms our practice of covering public safety volunteers, as required by the state, and members of volunteer commissions. All other volunteers are covered by an accident policy through CIMA that is designed to cover the volunteers up to \$50,000. This method of insuring volunteers is consistent with the practice of many of the municipalities within the state who are also covered by CIS.

Recommendation

Staff is asking the Council to consider adopting the 2013-2014 fiscal year volunteer/workers compensation resolution.

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

  
Mark Carlson  
Finance Director

VOLUNTEER RESOLUTION

A RESOLUTION DEFINING THE CITY OF ASTORIA'S WORKERS' COMPENSATION COVERAGE TO VOLUNTEERS OF THE CITY OF ASTORIA.

WHEREAS, the City of Astoria elects the following:

Pursuant to ORS 656.031, workers' compensation coverage will be provided to the classes of volunteer workers listed in this resolution and noted on CIS payroll schedule and verified at audit:

Section 1. Public Safety Volunteers

- An assumed monthly wage of \$800 will be used for public safety volunteers in the following volunteer positions:
  - Firefighter, Police Reserve Officer.

Section 2. Volunteer boards, commissions and councils for the performance of administrative duties.

- An aggregate assumed annual wage of \$2,500 will be used per each volunteer board, commission or council for the performance of administrative duties. The covered 7 bodies are:
  - Astoria City Council (also serves as the Astoria Development Commission), Astoria Planning Commission (also serves as the Traffic Safety Commission), Historic Landmarks Commission, Development review Committee, Parks Board, Library Board, Budget Committee.

Section 3. A roster of active volunteers will be kept monthly for reporting purposes. It is acknowledged that CIS may request copies of these rosters during year-end audit; and

Section 4. Unanticipated volunteer projects or exposure not addressed herein will be added onto the City of Astoria's coverage agreement (1) by endorsement, (2) with advance notice to CIS, and (3) allowing two weeks for processing. It is hereby acknowledged that coverage of this type cannot be backdated.

Section 5. Repeal of Resolutions. This resolution shall supersede and repeal Resolution No. 12-01 adopted by the Council on February 6, 2012.

Section 6. Effective Date. The provisions of this resolution shall become effective immediately upon passage.

NOW, THEREFORE, BE IT RESOLVED by the Astoria City Council of the City of Astoria to provide for workers' compensation insurance coverage as indicated above.

ADOPTED BY THE CITY COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013

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

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Manager

ROLL CALL ON ADOPTION      YEA    NAY    ABSENT

Councilor LaMear

Councilor Herzig

Councilor Mellin

Councilor Warr

Mayor Van Dusen



July 24, 2013

TO: MAYOR AND CITY COUNCIL

FROM:  PAUL BENOIT, CITY MANAGER

SUBJECT: 2013-2014 COASTAL ZONE MANAGEMENT PLANNING ASSISTANCE GRANT

### **BACKGROUND**

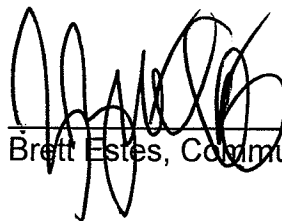
The City has received a grant agreement from the Department of Land Conservation and Development (DLCDD) that awards \$9,000 to be used toward basic coastal planning activities. The grant funds are to be used to support routine land use activities including the preparation of staff reports, findings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

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

### **RECOMMENDATION**

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

By:



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

Oregon Department of Land Conservation and  
Development  
FY13-14 Grant Agreement

Date  
July 18, 2013  
Type of Grant  
Coastal Zone Management

Grantee Name City of Astoria

Grant No.  
CPA-13-001

Street Address  
1095 Duane Street  
Astoria, OR 97103

DLCD Grant Amount  
\$9,000

Award Period  
July 1, 2013 through June 30, 2014

Grantee Share  
\$9,000

Authority State General Fund Federal Fund  
CFDA 11.419 XX  
Coastal Zone Management Administrative Awards  
Department of Commerce  
National Oceanic and Atmospheric Administration (NOAA)  
Federal Grant No. NA13NOS4190058 Award Amount: \$2,075,500

Total Cost  
\$18,000

Project Title  
Coastal Zone Management 13-14

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

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

This Grant, approved by the Coastal Program Manager of the Department of Land Conservation and Development, acting on behalf of the Land Conservation and Development Commission, is issued in duplicate and constitutes an obligation of state funds contingent upon the issuance of a grant from OCRM/NOAA to DLCD for FY 12/13. By signing the two documents, the Grantee agrees to comply with the Grant provisions shown in Attachment A. Attachment A contains standard terms and conditions, reporting requirements and payment schedule.

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

For the Grantee: Typed Name and Signature of Authorized Official	Title	Date
Willis L. Van Dusen	Mayor	
Paul Benoit	City Manager	
Signature of DLCD Program Manager		

Approved as to Formally signed by Blair  
Henninggaard  
DN: cn=Blair Henninggaard, o, ou,  
email=blair@astorialaw.net, c=US  
Date: 2013.07.25 08:17:39 -08'00'

City Attorney

## Attachment A

### Work Program

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

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

### Grant Matching Funds Requirement and Rate of Payment

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

### Payment and Reporting Schedule

1. Reimbursement up to 50% of the grant award will be made upon completion of a semi-annual report due January 31, 2014, for the period July 1, 2013 to December 31, 2013;
2. Final reimbursement up to the total amount of the grant will be made upon completion of a second semi-annual report due July 31, 2014, for the period January 1, 2014 to June 30, 2014.

Please note: DLCD will NOT make payment when semiannual reports are more than 60 days beyond the due date.

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

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



**Grantee agrees to**

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

## **Use of Grant Funds**

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

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

## **Standard Conditions**

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

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

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

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

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

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

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

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

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

**Other Provisions**

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



CITY OF ASTORIA

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August 5, 2013

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

Re: Coastal Zone Management Planning Assistance Grant 2013-2014

The City of Astoria requests that Oregon Department of Land Conservation and Development (DLCD) award a Fiscal Year 2013-2014 Coastal Management grant in the amount of \$9,000 to the City to be used toward basic planning activities. The grant funds will be used generally to support routine land use activities, including the preparation of staff reports, findings of fact, land use notices to the public and DLCD, and preparation of any necessary amendments to acknowledged Comprehensive Plans and land use regulations that are required by Statewide Planning Goals. The City will provide a 1:1 match that would be easily met with current staff time allocated in the City's budget.

The Astoria City Council received the proposed grant agreement from DLCD at their August 5, 2013 meeting and hereby requests Fiscal Year 2013-2014 funding in the amount of \$9,000. A signed copy of the agreement is attached.

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

Sincerely,

THE CITY OF ASTORIA

Willis L. Van Dusen  
Mayor

cc: Patrick Wingard, Coastal Field Office  
Tillamook Regional Solutions Center  
4301 Third Street  
Room 206  
Tillamook, OR 97141



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

July 25, 2013

**MEMORANDUM**

TO: MAYOR AND CITY COUNCIL

FROM: *PB* PAUL BENOIT, CITY MANAGER

**SUBJECT: READY TO READ GRANT APPLICATION 2013/2014**

**Discussion/Analysis**

The Ready to Read Grant program, administered by the State Library, is to “establish, develop, or improve library services for children” ages birth to five. All legally established public libraries in Oregon are eligible to apply. Astoria Public Library has consistently applied for these funds. Grant funds cannot be used to replace funds appropriated locally. Libraries are encouraged to use these grant funds in a number of “best practices” related to children and libraries.

This year the State Library has again designated the Ready to Read Grant to support Early Childhood Literacy and/or Summer Reading for children. Staff has written the 2013 grant to support outreach efforts for early childhood literacy through Head Start. Five kits containing materials on each one of the five early literacy practices will contain activities for Head Start staff, an activity handout for parents for activities to be done in the home, and books that support the featured practice to be used in the Head Start classroom. The grant award is based on population and determined by the Legislature. The State Library administers the funds. The 2013/2014 award is expected to be in the range of \$1280.00.

The Ready to Read grant application must be postmarked by August 31, 2013 as cited by Oregon laws.

**Recommendation**

Staff recommends that Council approve the Ready to Read grant application.

Submitted By *Jane Tucker*  
Jane Tucker, Director, Astoria Public Library



# Oregon

John A. Kitzhaber, MD, Governor

State Library  
250 Winter St. NE  
Salem, OR 97301-3950  
(503) 378-2528  
FAX (503) 378-6439

## Ready to Read Grant Application 2013-2014

The purpose of the Ready to Read Grant program is to “establish, develop or improve public library early literacy services for children from birth to six years of age and to provide the statewide summer reading program for children from birth to 14 years of age.” Any legally established public library in Oregon is eligible to apply for this grant.

Attached is the “Proposed Ready to Read Grants for 2013-2014” showing the grants that will be made for 2013-2014 grant cycle, assuming all eligible libraries apply for a grant. As the table indicates, a total of \$711,588 is available.

### GUIDELINES

1. All projects must adhere to the intent of the Ready to Read Grant which is to “establish, develop or improve public library early literacy services for children from birth to six years of age and to provide the statewide summer reading program for children from birth to 14 years of age.” (ORS 357.750).
2. We encourage you to develop a project that relates to the mission and activities of your library, and will benefit your community.
3. Grant funds may not be used to replace funds already appropriated by local governments.
4. Applications must be postmarked by **August 31, 2013**. Late applications will not be accepted. Faxed or emailed applications will not be accepted.

A final report on your library’s grant project is required and will be due at the Oregon State Library **December 31, 2014**.

Contact Katie Anderson at 503-378-2528 or [katie.anderson@state.or.us](mailto:katie.anderson@state.or.us) with questions.



*(Intentionally blank for filing purposes.)*

Library's LEGAL name: <b>Astoria Public Library</b>	County in which library resides: <b>Clatsop</b>
Alternate library name:	
Library's MAILING address: <b>450 10<sup>th</sup> Street</b>	

Library director's name: <b>Jane Tucker</b>
Email address: <b>jtucker@astoria.or.us</b>
Phone number: <b>503-298-2450</b>

Key contact's name (if not director): <b>Patty Skinner</b>
Key contact's position/job title: <b>Senior Library Assistant</b>
Email address: <b>450 10<sup>th</sup> Street</b>
Phone number: <b>503-298-2451</b>

All library directors and key contacts will be subscribed to the Ready to Read Grant email list to receive grant deadline reminders and other information regarding the grant. If you would like additional members of your staff who are involved in your library's Ready to Read project to be subscribed to this email list, please provide their full names and email addresses.

Name:
Position/job title:
Email address:

Name:
Position/job title:
Email address:

<b>STATE LIBRARY USE ONLY</b>
Received:
Approved:

## EARLY LITERACY PROJECT PROPOSAL

(Don't fill out this section if you are only doing a summer reading project.)

1. Please check the box in front of at least one outcome your library plans to achieve with your early literacy Ready to Read Grant project.
  - Parents and caregivers will increase the amount of time they read, talk, sing, write, and play with their young children.
  - Young children will increase their print motivation, vocabulary, print awareness, narrative skills, letter knowledge, phonological awareness, and writing/drawing skills.
  - Preschoolers will increase their letter knowledge, phonological awareness, writing letters, drawing pictures recognizable to others, and ability to independently complete tasks (such as crafts!) involving two or more steps so they are ready for kindergarten.
  - More families with young children will access early literacy services and participate in early literacy programs together as a family.
  - Childcare providers, Head Start teachers, Healthy Start home visitors, and other community partners will increase their partnerships with the library to coordinate early literacy service delivery community-wide.
  - More high risk children will access early literacy materials, resources, services, and programs. (High risk children are minorities, English language learners, immigrants, children with special needs, children in poverty, and children in families dealing with abuse, neglect, substance abuse, and other traumatic situations.)
  - Families with high risk children will increase meaningful engagement around library early literacy services. (i.e. libraries will update materials, services, and programs so they are culturally appropriate and relevant to high risk children and their families.)
  - Libraries will improve collection of early literacy-related data and increase use of the data for continuous improvement of library materials, resources, services, and programs to achieve outcomes.
  
2. Describe the early literacy activities your library plans to implement to achieve these outcomes. (Only describe activities funded in part or in whole by your Ready to Read Grant.) **Five kits containing books and information about early literacy will be provided to Head Start. Each kit will focus on one of the five early literacy practices described in the Every Child Ready to Read curriculum. The contents of each kit will include activities for Head Start staff to do with students, a handout for parents that includes activities that can be done at home and books to be used in the Head Start classroom that support the featured practice.**

**The Ready to Read Grant will be used to purchase weatherproof containers for the kits, 10-20 books for each kit and copies for Head Start staff and parents. An Astoria Public Library staff member will provide training to Head Start staff members about early literacy using the Every Child Ready to Read curriculum before the kits are used in the classroom.**

3. Do these activities include conducting training for parents, childcare providers, or preschool teachers in a research-based early literacy curriculum such as *Every Child Ready to Read* or Baby Signs classes?

Yes

No

4. Do these activities include bringing library services, resources, or programs out of the library to young children, parents, child care providers, or other groups to other locations?

Yes

No

5. How will you evaluate whether or not these activities achieve your desired outcome(s)? Each kit will contain a survey to be completed by a Head Start teacher. The survey will elicit information about how the kit materials were used within a one month period.

**Desired Outcomes**

- The Head Start teacher will use at least one activity from the kit.
- The children in the Head Start class will have access to the books in the kit at least once a week.
- The handouts for parents will be sent home with the children.

6. If you are partnering with any daycares, schools, businesses, or other organizations to make this project happen, list them here.

**Head Start**

7. If you are providing programs in and/or out of the library, how many people *total* do you expect will attend these programs? (No need to verify age, just use your best judgment.)

**50** Youth ages 0-14

Adults ages 15 and older

8. Do you anticipate this will be an ongoing project?

Yes

No

9. If yes, and the project is successful, how will you continue to fund this project?

Local funds

Other grant funds

Ready to Read funds

**EARLY LITERACY PROJECT BUDGET**

(Don't fill out this section if you are only doing a summer reading project.)

	List things necessary for implementing your Ready to Read Grant Project	Amount of <u>Ready to Read</u> funds used to pay for this	Amount of <u>Library Budget</u> used to pay for this	Amount of <u>other sources</u> used to pay for this	<u>TOTAL</u>
<b>Library Staff</b>	Preparation and Training for Head Start staff		\$400		\$400
	Preparation of Kits & Transportation		\$300		\$300
<b>Materials for Circulating Collection</b>	Containers for Kits	\$300			\$300
	Books for Kits	\$800			\$800
	Copies for Teachers and Parents	\$180			\$180
<b>Equipment, Furniture, and/or Fixtures</b>					
<b>Contracted Programs</b>					
<b>Incentives</b>					
<b>Other</b>					
<b>TOTAL</b>		\$1,280	\$ 700		\$1,980

## STATEWIDE SUMMER READING PROGRAM PROJECT PROPSAL

(Don't fill out this section if you are only doing an early literacy project.)

According to ORS 357.750, libraries using Ready to Read funds on summer reading must provide the statewide summer reading program which is defined by OAR 543-040-0010 as "the Collaborative Summer Library Program Annual Summer Reading Program funded by the State Library for Oregon public Libraries". The 2014 statewide summer reading theme will be *science* and the slogans are "**Fizz, Boom, Read**" for children, "**Spark A Reaction**" for teens, and "**Literary Elements**" for adults.

10. Please check the box in front of at least one outcome your library plans to achieve with your summer reading Ready to Read Grant project.

- Parents and guardians will increase the amount they read, talk, write, and do activities with their youth.
- Youth will increase their reading/listening comprehension and ability to effectively communicate their understanding of and opinions about what they are reading/listening.
- More youth will create responses to their reading/listening with technology, arts and crafts, and other mediums.
- More families with youth will participate in the summer reading programs together as a family.
- Schools, childcare providers, summer lunch sites, out-of-school-time programs (e.g. Boys & Girls Club, Park and Rec, YMCA), and other community partners will increase their partnerships with the library to coordinate the summer reading program community-wide.
- More high risk youth will participate in the summer reading program. (High risk youth are minorities, English language learners, immigrants, children with special needs, children in poverty, and children in families dealing with abuse, neglect, and substance abuse.)
- Families with high risk youth will increase meaningful engagement in the summer reading program. (i.e. libraries will update materials, activities, and programs so they are culturally appropriate and relevant to high risk youth and their families.)
- Libraries will improve collection of summer reading data and increase use of the data for continuous improvement of library materials, resources, services, and programs to achieve outcomes.

11. Describe the summer reading activities your library plans to implement to achieve these outcomes. (Only describe activities funded in part or in whole by your Ready to Read Grant.)

12. Do these activities include bringing library services, resources, or programs out of the library to children, teens, parents, child care providers, or other groups to other locations?

Yes  
 No

13. How will you evaluate whether or not these activities achieve your desired outcome(s)?

14. If you are partnering with any schools, out-of-school-time programs (e.g. Boys & Girls Club, Park and Rec, YMCA), businesses, or other organizations to make this project happen, list them here.

15. If you are providing programs in and/or out of the library, how many people *total* do you expect will attend these programs? (No need to verify age, just use your best judgment.)

Youth ages 0-14  
 Adults ages 15 and older

16. Do you anticipate this will be an ongoing project?

Yes  
 No

17. If yes, and the project is successful, how will you continue to fund this project?

Local funds  
 Other grant funds  
 Ready to Read funds

**STATEWIDE SUMMER READING PROGRAM PROJECT BUDGET**

(Don't fill out this section if you are only doing an early literacy project.)

	List things necessary for implementing your Ready to Read Grant Project	Amount of <b><u>Ready to Read</u></b> funds used to pay for this	Amount of <b><u>Library Budget</u></b> used to pay for this	Amount of <b><u>other sources</u></b> used to pay for this	<b><u>TOTAL</u></b>
<b>Library Staff</b>					
<b>Materials for Circulating Collection</b>					
<b>Equipment, Furniture, and/or Fixtures</b>					
<b>Contracted Programs</b>					
<b>Incentives</b>					
<b>Other</b>					
<b>TOTAL</b>					



**DATES TO REMEMBER**

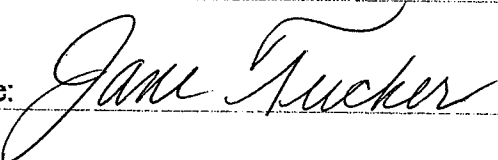
August 31, 2013	Date proposals must be postmarked and sent to the State Library.
October 2013	Revised Ready to Read Grants for 2011-2012 mailed to libraries.
October 2013	Deadline for libraries to appeal the proposed grant awards.
December 2013	Grant awards mailed to libraries.
December 31, 2014	Date final report must be postmarked and sent to the State Library.

**CRITERIA FOR APPROVAL**

1. Proposal demonstrates how the project will “establish, develop or improve public library early literacy services for children from birth to six years of age and to provide the statewide summer reading program for children from birth to 14 years of age.”
2. Plan includes outcomes for project participants.
3. Proposal includes plan for evaluating outcomes of the project.
4. Summer reading projects use the statewide summer reading program.

**CERTIFICATION OF READY TO READ GRANT APPLICATION**

To the best of our knowledge and belief, the information in this application is true and correct. We certify that, when the grant is awarded, the Ready to Read Grant will be used to supplement the library's budget from local sources and will be used to “establish, develop or improve public library early literacy services for children from birth to six years of age and to provide the statewide summer reading program for children from birth to 14 years of age.” (ORS 357.750).

Library director's name: <b>Jane Tucker</b>	
Library director's signature: 	Date: <i>8/6/13</i>
Name of local government official authorized to apply for grants:	
Local official's title: <b>Paul Benoit - Astoria City Manager</b>	
Local official's signature:	Date:



CITY OF ASTORIA  
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COMMUNITY DEVELOPMENT

July 23, 2013

TO: MAYOR AND CITY COUNCIL

FROM:  PAUL BENOIT, CITY MANAGER

SUBJECT: ADAIR-UPPERTOWN HISTORIC PROPERTIES INVENTORY / STATE  
HISTORIC PRESERVATION OFFICE CLG GRANT – FINAL

BACKGROUND

On April 15, 2012, the City Council accepted a grant award from the Certified Local Government (CLG) program of the State Historic Preservation Office (SHPO). The funds were to conduct a re-inventory of the Adair-Uppertown Area and to provide architectural design assistance for individuals rehabilitating their structures. The re-inventory of the Adair-Uppertown Area was completed due to the age of the Adair-Uppertown Area Inventory (1994) and that public hearings for designation were not held at the time of that Inventory, necessary to meet current State legislation. In 2011, the Historic Landmarks Commission decertified a property in the Adair-Uppertown Historic Inventory Area at the request of the property owner. Generally, once properties are designated as historic, they cannot be decertified unless the property owner objected at the time of designation. However, in researching the request, staff discovered that while the Adair-Uppertown Area was inventoried in 1994, formal public hearings for historic designation of the properties never occurred. The inventory was taken to City Council for "acceptance". This may have been an acceptable way to designate properties at the time. Under current law, a formal public hearing process for adoption is needed to provide a formal designation. In response to this issue, the Historic Landmarks Commission expressed interest in redesignating this inventory area providing an official public hearing. In the meantime, historic review continued for the Adair-Uppertown Area. As stated in the approved grant, the re-inventory of the area would update the survey information, identify potential other properties to be designated, and formally designate the properties as historic.

The inventory area is generally located from Marine Drive to, and including the south side of, Irving Avenue, and 23rd Street to 41st Street; it also includes a portion of the area between 29th and 32nd Street from the River to Marine Drive. All property owners were notified of the inventory process in March 2013. The individual Historic Site Form for each property was mailed to the specific property owners on May 8, 2013. On Tuesday, May 21, 2013, the HLC held a public informational meeting for the property owners. At that meeting, John Goodenberger gave a presentation on the inventory process, a short history of the area, and the different types of structures within the inventory area. Planner Rosemary Johnson gave a

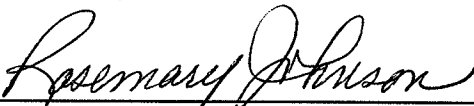
presentation on what it means to be designated historic and what the process is for review of work on historic properties. Building Official Jack Applegate reviewed the possible building code exceptions that can be granted for work on historic properties. Approximately 40 people attended.

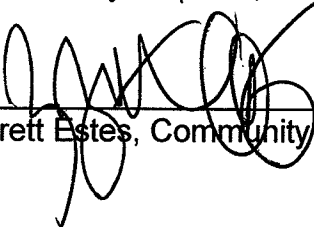
Field work on the Inventory was completed by John Goodenberger, and volunteer, Rachael Jensen. Each property was photographed and information such as any alterations to the historic design were noted. The inventory process followed the procedures set out by SHPO in their "Guidelines for Historic Resource Surveys in Oregon" dated 2011. The data has been entered onto the Historic Site Form in the State's database for inclusion in the State's list of inventoried and historic properties with the assistance of two volunteer Clatsop Community College interns.

On June 18, 2013, the Historic Landmarks Commission held a public hearing to designate the eligible historic properties as historic. The original inventory in 1994 resulted in the designation of 111 properties as historic. The new inventory would have designated 226 properties prior to removal of properties of those who "opted out". Throughout the process, the City advised the property owners several times of their right to "opt out" of historic designation upon written request prior to the June 18, 2013 designation. 47 property owners opted out bringing the final historic designation to 179 properties. The increase in designated properties is due partly to the expanded boundary of the inventory area, and the number of structures that were not eligible 19 years ago in 1994 but are now over 50 years old and can be considered as historic.

Recommendation

The grant close out will be prepared and submitted to SHPO by the end of August 2013 closing this project. This information is being presented for Council information and no Council action is required.

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

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



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

July 25, 2013

**MEMORANDUM**

TO: MAYOR AND CITY COUNCIL

FROM:  PAUL BENOIT, CITY MANAGER

SUBJECT: APPROVAL OF ARLENE SCHNITZER CAPITAL GIFT AGREEMENT FOR GARDEN OF SURGING WAVES

**DISCUSSION/ANALYSIS**

On June 4, 2013, an extremely successful Garden of Surging Waves fundraiser, sponsored by Mayor Van Dusen, was held at Jordan Schnitzer's residence in Portland. A number of individuals attended and over \$437,000 was raised. Following the fundraiser, City staff and the Garden of Surging Waves contractor Robinson Construction began negotiating a contract amendment to complete the project and on July 1, 2013 City Council approved that contract.

One of the contributors from the June 4<sup>th</sup> event was Arlene Schnitzer who pledged \$250,000 to the Garden of Surging waves. Ms. Schnitzer has subsequently requested that the City approve an agreement regarding the contribution. The agreement (which is attached to this memorandum) spells out details with regards to the gift and includes items such as the purpose, conditions and reporting requirements for construction updates to be provided by the City. City Attorney Blair Henningsgaard has reviewed and approved the agreement as to form.

**RECOMMENDATION**

It is recommended that the City Council authorize the Mayor to sign the attached Capital Gift Agreement for the \$250,000 contribution from Arlene Schnitzer for the Garden of Surging Waves.

Submitted By

  
Brett Estes, Community Development Director /  
Assistant City Manager

## CAPITAL GIFT AGREEMENT

This Capital Gift Agreement ("Agreement") made and entered by and among Arlene Schnitzer ("Donor") and the City of Astoria, states the intent and terms for a gift from Donor to support the construction of the "Garden of Surging Waves" as part of Astoria's Heritage Square, which is described as being a new downtown "Living Room" for the City of Astoria in the State of Oregon.

This Agreement will be made a part of the records of City of Astoria and is intended to direct those who will administer the funds received pursuant to the terms and conditions of this Agreement.

### RECITALS

- A. The City of Astoria is eligible to receive tax-deductible contributions from individuals under Section 170(c)(1) of the Internal Revenue Code, defined as a government instrumentality. The city was founded in 1811 and incorporated in 1856 and currently has a population of approximately 10,000 residents. The City of Astoria is building Heritage Square in honor of its Bicentennial year as a legacy gift. This square is located in the block fronting Astoria's historic City Hall and will honor Astoria history, which reflects the influence of cultures from around the world. Heritage Square will include the Garden of Surging Waves which serves as a reminder of Astoria's beginnings and its role in Oregon's international trade, particularly showcasing the relationship with China.
- B. Donor is a philanthropist in the Portland region whose stated purpose is *"to assist with Jewish, cultural, youth, education, medical, social service, and community activities in Oregon."* This gift will help build a model that is being designed to inspire other communities to action to show pride in their local communities. This gift will also honor Arlene's late husband, Harold, whose family was actively doing business in the Astoria area in the early 1900s.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Description of the Gift.

Donor hereby irrevocably agrees to make a gift totaling \$250,000 to City of Astoria, which shall be used for the construction of the Garden of Surging Waves located within Heritage Square. This gift will be made payable as a one-time gift, on or before the dates set forth on the following schedule:

Date of pledge payment	Total payment
August 31, 2013	\$250,000

2. Purpose and Administration of the Gift.

2.1 The purpose of this gift is to help fund the construction of Garden of Surging Waves located as part of Heritage Square in the City of Astoria. The Garden will reflect the cultural transitions that early immigrants faced on their arrival in the United States. Commissioned original artwork will punctuate important episodes of Astoria's history. Components of the square, which are described in more detail in the brochure attached hereto as Exhibit A, include an Entry Story Screen and Scrolls, Moon Gate, and a Pavilion of Transition showcasing marble columns, timber roof and steel & cast glass salmon lantern.

2.2 Construction of Garden of Surging Waves commenced in July 2012 and is scheduled to be completed by end of 2013.

2.3 Donor understands that the gift will be administered in accordance with City of Astoria's administrative guidelines and procedures.

3. Recognition; Publicity.

3.1 In recognition of Donor's commitment to make the \$250,000 grant described in this Agreement, the City of Astoria will name the following components within the Garden:

- The Steel Story Screen - *"In memory of Harold Schnitzer"* - \$100,000
- The Moon Gate - *"In honor of Jordan Schnitzer and his many accomplishments to the City of Astoria"* - \$80,000
- The Basalt Bench at the Pavilion - *Harry and Alice Sisseck* - \$10,000
- Brick/Pavers - To be determined at a later date - \$60,000

Exact wording for public display at the site will be determined in concert with the Donor at a later time in accordance with the City of Astoria's processes and policies.

3.2 In reliance upon the gift herein described, the City of Astoria will refer to this gift as a basis to solicit other gifts to support the Heritage Square/Garden of Surging Waves Project with the goal of raising additional private funds.

3.3 The City of Astoria may publish the name of the Donor in various publications, press releases, and publicity vehicles after receiving written consent and approval from the Donor. For recognition purposes related to this Agreement, the Donor shall be identified as Arlene Schnitzer.

4. Reports and Inspections.

The City of Astoria will prepare and distribute to Donor quarterly reports relating to the Garden of Surging Waves capital project until the project is complete. Reports shall describe the additional private funds raised for the Garden of Surging Waves project and the disposition of such funds. At reasonable times, and from time to time, Donor, or Donor's representatives, shall be given access to and shall be permitted to inspect (including making copies of) the books and records of City of Astoria that pertain to construction of the Garden of Surging Waves project and the funds raised in connection with the larger Heritage Square Project.

5. Representations and Warranties.

The City of Astoria represents and warrant to Donor that: (i) City of Astoria is qualified under Section under Section 170(c)(1) of the Internal Revenue Code, and (ii) the gift will be used exclusively in furtherance of the City of Astoria's project to build Heritage Square as a Legacy Gift to the city's residents and maintain the park through Astoria's Parks and Recreation Department.

6. Change or Scope to Heritage Square/Garden of Surging Waves.

If prior to the start of construction, the City of Astoria makes a deviation or major change to the construction timeline, design and/or service plan provided to Donor, the city is obligated to come back and report to the Donor. If Donor is not satisfied and does not agree that the changes are appropriate alterations to the original plan based on any number of factors including private fundraising efforts, then the City of Astoria shall return all funds received from Donor pursuant to Section 1 above. Donor acknowledges that the City of Astoria will not provide a charitable receipt to Donor until after the condition of this Section has been satisfied.

7. Default.

If the City of Astoria utilizes or disposes of funds received from Donor in a manner that is in violation of the terms of this Agreement, and the City of Astoria fails to cure such violation after notice and a reasonable opportunity to cure (which cure period in any event shall be no more than ninety (90) days), then at the discretion and the direction of Donor, the City of Astoria shall return all funds received by the City of Astoria pursuant to Section 1 of this Agreement to Donor.

8. Transaction Expenses.

Each of the parties represents and warrants to the others that it has not engaged any broker or any other person who is or will be entitled to commission or other compensation upon the execution or performance of this Agreement. Each party shall be responsible for paying its own legal, accounting and other professional fees and expenses incurred with respect to this Agreement and all transactions hereunder.

9. Miscellaneous.

9.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement, and it supersedes any and all prior agreements with respect to such subject matter, whether oral or written.

9.2 Amendment of Agreement. No amendment of this Agreement shall be effective unless made in writing and executed by all of the parties hereto.

9.3 Waiver. Any party benefited by any condition or obligation in this Agreement may waive the same. The failure of any party to enforce any term or provision of this Agreement shall not itself constitute a waiver of the right to subsequently enforce the same term or provision or any other term or provision. No waiver by any party of any term or provision of this Agreement shall be deemed or shall constitute a waiver of any other term or provision (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

9.4 Severability. In the event any provision of this Agreement shall be held by any arbitrator or court of competent jurisdiction to be illegal, invalid, or unenforceable for any reason, the remaining portion of this Agreement shall nonetheless remain in full force and effect.

9.5 Construction of Agreement. The Section headings in this Agreement have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction. In determining the meaning of or resolving any ambiguity with respect to any provision of this Agreement, such provision shall be interpreted without construing such provision in favor of or against the party responsible for drafting this Agreement.

9.6 Governing Law. This Agreement shall be deemed to be made under, and shall be construed in accordance with, the laws of the State of Oregon.

9.7 Further Assurances. The parties shall execute all instruments and documents and take all actions as may be required in order to carry out the transactions contemplated in this Agreement.

Notices. Any notice required or desired to be given under this Agreement shall be given in writing and shall be deemed sufficiently given and served for all purposes when personally delivered, delivered by expedited courier, or three business days after mailed by certified mail, return receipt requested, addressed to the appropriate address shown below:

To City of Astoria:

Willis L. Van Dusen, Mayor  
Astoria City Hall  
1095 Duane Street  
Astoria, OR 97103

To Donor:

Arlene Schnitzer  
1121 SW Salmon Street, #500  
Portland, OR 97205



with a copy to:

Barbara Hall  
1121 SW Salmon Street, #500  
Portland, OR 97205

A party may change that party's address in the same manner required for giving notice.

9.8 Survival. Except as expressly stated otherwise, all covenants, representations, and warranties made in this Agreement shall survive the consummation of any transactions contemplated herein.

9.9 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original.

10. Binding Obligation.

Donor intends this Agreement to be fully enforceable against her estate to the extent that the obligation has not been satisfied by living gifts completed following the date of this Agreement. In the event of Donor's death, the representatives of Donor's estate shall succeed to the rights and benefits of Donor under this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by or on behalf of the parties hereto as of the date last stated below.

**DONOR**

\_\_\_\_\_  
Arlene Schnitzer

\_\_\_\_\_  
Date

**THE STATE OF OREGON**, acting by and through elected position of Mayor on Behalf of the **CITY of ASTORIA**.

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

\_\_\_\_\_  
Date



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

July 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**

The contractor, Tapani, continues work on 8<sup>th</sup> St moving north to south. The first lift of asphalt has been placed from Commercial to Duane. The main water, sewer and storm pipes have been installed from Commercial to Irving. Preparations are being made for paving on 8<sup>th</sup> St from Duane to Grand the week of August 5<sup>th</sup>.

On 10<sup>th</sup> St, all of the storm pipe has been installed and trench paving has been completed. Preparations are underway for the final pavement overlay on parts of 10<sup>th</sup> St during the week of August 5<sup>th</sup>.

On 11<sup>th</sup> St, the pipes have been installed and trench paving was completed on July 23<sup>rd</sup>. A final pavement overlay is scheduled for September.

On 12<sup>th</sup> St, the main sewer and storm pipes have been installed and work is underway to connect existing laterals. The waterline is scheduled to be installed by August 2<sup>nd</sup>.

Construction will begin on 9<sup>th</sup> St at Duane on August 12<sup>th</sup> to avoid conflict with the Regatta Parade.

### **PROJECT SCHEDULE**

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

- Preparations for paving on 8<sup>th</sup> St between Duane and Grand the week of August 5<sup>th</sup>.
- Preparations for final pavement overlay on parts of 10<sup>th</sup> St the week of August 5<sup>th</sup>.
- Construction on 8<sup>th</sup> St from Grand to Jerome installing storm and sewer pipes.
- Construction on 12<sup>th</sup> St installing water, sewer and storm pipes.
- Construction begins on 9<sup>th</sup> St the week of August 12<sup>th</sup>.
- Work on curbs, sidewalks and intersection corner ramps is ongoing in the project area.

CenturyLink is working within the project area in an effort to remove an existing vault that is in conflict with the new water and sewer pipe at 8<sup>th</sup> and Commercial. Part of this work includes splicing cables at the intersection of 7<sup>th</sup> St and Exchange, which CenturyLink has said could take 2-3 months. During this time, there should be minimal disruption to the 11<sup>th</sup> St CSO Separation project construction.

Submitted By: Ken Cook  
Ken P. Cook, Public Works Director

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



July 31, 2013

**MEMORANDUM**

TO: MAYOR AND CITY COUNCIL

FROM:  PAUL BENIOT, CITY MANAGER

SUBJECT: VACATION OF A PORTION OF 1<sup>ST</sup> STREET RIGHT-OF-WAY

**DISCUSSION/ANALYSIS**

The City has received a request from Tamara Stanley property owner of 2044 SE D Street for the vacation of a 16' by 50' portion of the unimproved 1<sup>st</sup> Street Right-of-Way to accommodate a portion of the existing house and associated improvements that were built over the property line many years ago.

Ms. Stanley is currently in the process of selling the property and in order to meet financing requirements of the potential buyers, would need to have this portion of 1<sup>st</sup> Street vacated and combined with her property. In 2003 the City issued a license to occupy the same portion of the right-of-way. If a vacation is granted, the License will need to be rescinded.

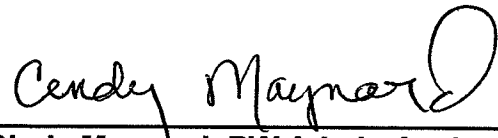
Upon review of the site, it was determined that there are no public utilities on or adjacent to the proposed vacation area and that the City would have no future need for this particular portion of the right-of-way.

Based on County Assessor's records, staff has calculated the average real market land value of properties adjacent to the property as \$12.51 per square foot. Staff is proposing that an assessment of \$1,001.12 (10%) of the real land value (\$10,011.16) be considered for the vacation of 800 square feet of the right of way.

**RECOMMENDATION**

It is recommended that the Astoria City Council adopt the attached resolution of intent to hold a public hearing concerning the vacation of a portion of the 1<sup>st</sup> Street right of way.

Submitted By  FOR  
Ken Cook, Public Works Director

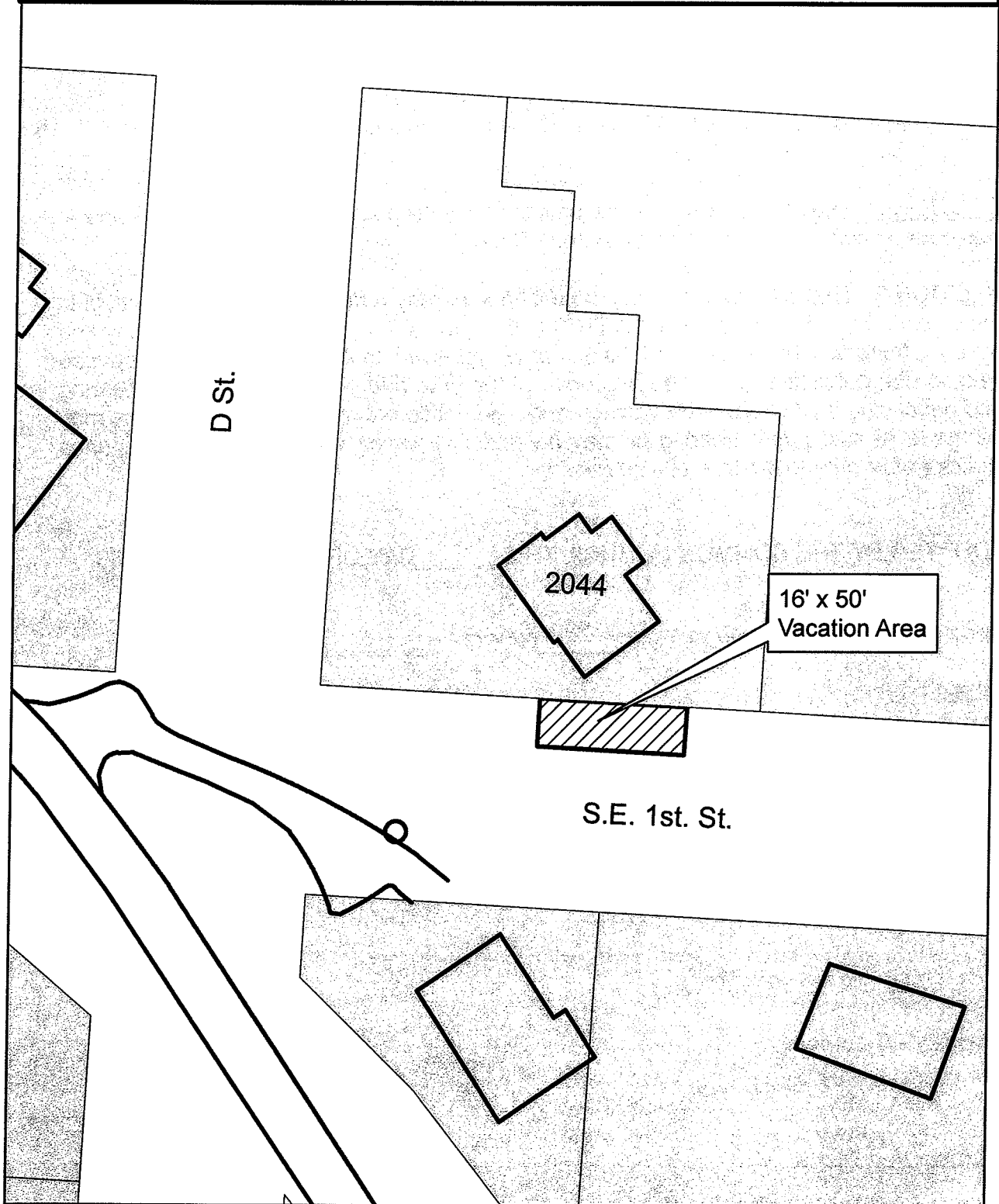
Prepared By   
Cindy Maynard, PW Admin Assistant

Proposed Street Vacation  
16' x 50' portion of the  
unimproved S.E. 1st St R.O.W.  
adjacent to Lot 17, Blk 25,  
Williamsport Subd.

Date: 7-17-2013

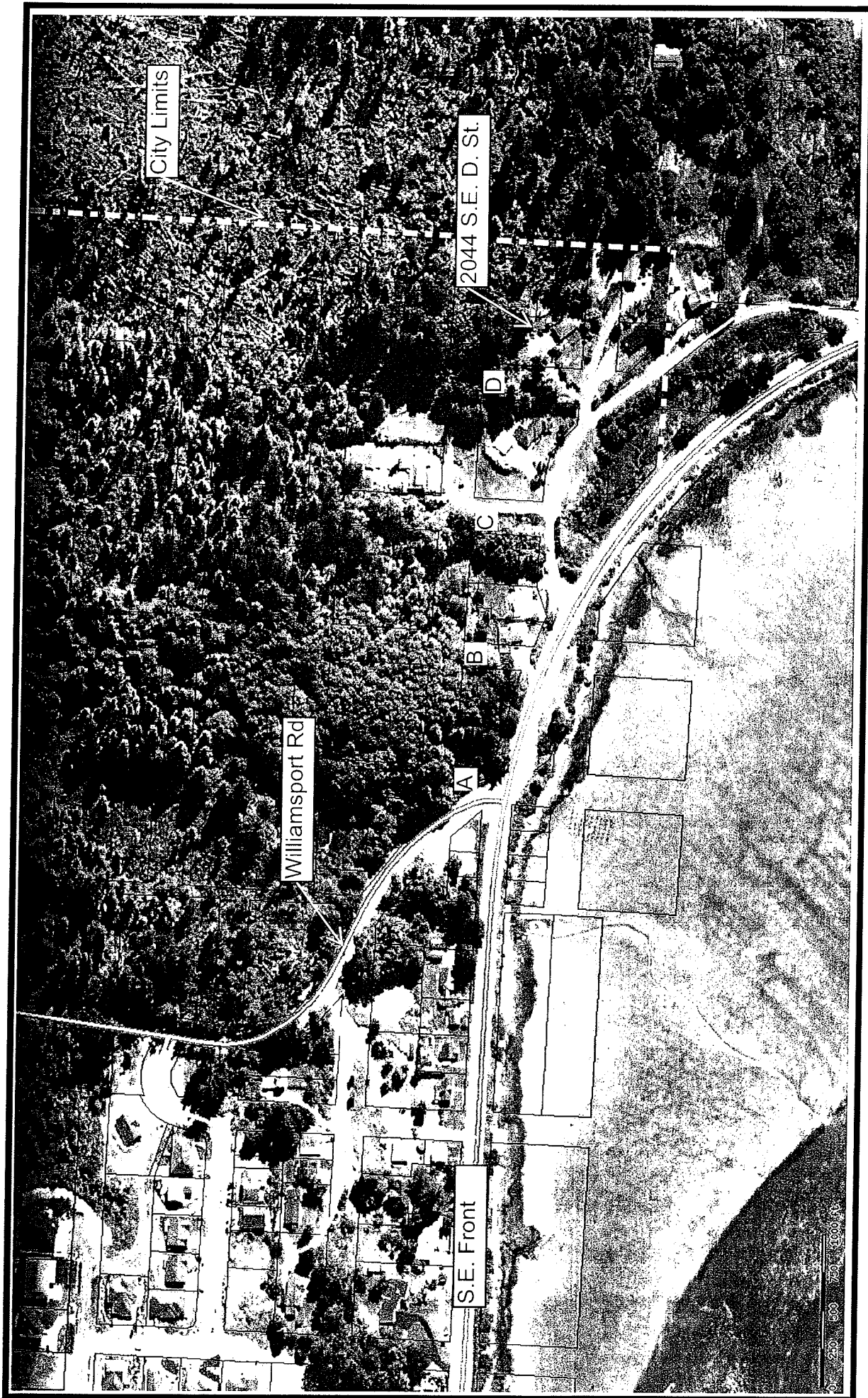


Scale: 1"=50'





# Map





CITY OF ASTORIA  
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COMMUNITY DEVELOPMENT

July 23, 2013

TO: MAYOR AND CITY COUNCIL

FROM:  PAUL BENOIT, CITY MANAGER

SUBJECT: INTERGOVERNMENTAL AGREEMENT WITH OREGON DEPARTMENT OF  
TRANSPORTATION FOR RIVERFRONT VISION PLAN IMPLEMENTATION

Background

In 2008-2009, the City of Astoria worked on a Riverfront Vision Plan to address issues dealing with open space, land use, and transportation issues along the Columbia River. Significant public involvement opportunities were designed to gain public input. This process was initiated to plan for these issues in a comprehensive manner and to set a framework for the future of the study area. The City's north Riverfront (Columbia River to West Marine/ Marine Drive/Lief Erikson Drive) was divided into four Plan areas of development: Bridge Vista (Port/Smith Point to 2nd Street), Urban Core (2nd to 16th Street), Civic Greenway (16th to 39th Street), and Neighborhood Greenway (39th Street to east end of Alderbrook Lagoon).

During the Plan development, four community-wide forums, three open houses, and numerous community meetings were held at various locations within the four Plan areas. In addition, staff and/or consultants conducted stakeholder interviews, distributed and tabulated surveys. Development of the Vision Plan was structured to gain as much public input as possible. On December 7, 2009, after holding a final public hearing, the City Council accepted the Riverfront Vision Plan. For Fiscal Years 2012-2013 and 2013-2014, the City Council set goals to "Implement Riverfront Vision Plan on a Zone by Zone Basis."

At its August 2, 2012 meeting, the City Council approved submittal of a funding application to the Department of Land Conservation and Development (DLCD) to fund code writing activities for up to two areas of the Riverfront Vision Plan. The funding would be a Transportation Growth Management (TGM) grant through the Oregon Department of Transportation (ODOT). On October 22, 2012, the City was notified that the project had been approved for funding. Since that time, the City has worked with DLCD and ODOT concerning the Scope of Work and Intergovernmental Agreement to implement the project.

The funding was approved for \$92,000 with no required cash match by the City. Under the TGM program, no cash is provided to the City and ODOT uses the services of planning firms already under contract with ODOT.




The proposed Code Assistance Project is for the implementation phase of the Astoria Riverfront Vision Plan. Phase 1 of the project would develop land use codes and/or new zones for the Civic Greenway Plan Area. Phase 2 of the project would develop land use codes and/or new zones for the Bridge Vista Plan Area, contingent upon available funds. The consultant team identified to work on this project is Angelo Planning Group. One of the project team members will be Matt Hastie, who was directly involved in development of the Riverfront Vision Plan. The project would include intensive public involvement held primarily during Planning Commission work sessions. The final product would be a code amendment and/or land use zoning map amendment to be presented to the City Council for consideration of adoption.

The draft Intergovernmental Agreement with ODOT, including the proposed Scope of Work, is attached for Council consideration. The Agreement has been reviewed as to form by the City Attorney.

Recommendation:

It is recommended that the City Council authorize the Mayor to sign the Intergovernmental Agreement with ODOT for the Riverfront Vision Implementation code assistance project.

By:

  
\_\_\_\_\_  
Rosemary Johnson

Through:

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

## **INTERGOVERNMENTAL AGREEMENT**

City of Astoria, Code Assistance Astoria Riverfront Vision Code Update

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation ("ODOT" or "Agency"), and City of Astoria ("City").

### **RECITALS**

1. The Transportation and Growth Management ("TGM") Program is a joint program of ODOT and the Oregon Department of Land Conservation and Development.
2. The TGM Program includes a program of community assistance for local governments to assist with better integration of transportation and land use planning and development of new ways to manage growth in order to achieve compact pedestrian, bicycle, and transit friendly urban development.
3. This TGM Project (as defined below) is financed with federal Moving Ahead for Progress in the 21<sup>st</sup> Century ("MAP-21") funds. State funds that are paid under this Agreement to the Consultant (as defined below) are used as match for MAP-21 funds.
4. By authority granted in ORS 190.110, state agencies may enter into agreements with units of local government or other state agencies to perform any functions and activities that the parties to the agreement or their officers or agents have the duty or authority to perform.
5. ODOT intends to enter into a PSK (as defined below) with a Consultant (as defined below) for the Project that benefits the City, and as a condition to entering into this PSK and making the Consultant's Amount available, ODOT requires the City to execute and agree to the terms of this Agreement.
6. The parties desire to enter into this Agreement for their mutual benefit.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### **SECTION 1. DEFINITIONS**

Unless the context requires otherwise, the following terms, when used in this Agreement, shall have the meanings assigned to them below:

- A. "City's Project Manager" means the individual designated by City as its project manager for the Project.
- B. "Consultant" means the personal services contractor(s) hired by ODOT to do the tasks indicated in Exhibit A as being the responsibility of such contractor(s).
- C. "Consultant's Amount" means the Amount payable by ODOT to the Consultant for the deliverables described in Exhibit A for which the Consultant is responsible.
- D. "Direct Project Costs" means those costs which are directly associated with the Project. These may include the salaries and benefits of personnel assigned to the Project and the cost of supplies, postage, travel, and printing. General administrative costs, capital costs, and overhead are not Direct Project Costs. Any jurisdiction or metropolitan planning organization that has federally approved indirect cost plans may treat such indirect costs as Direct Project Costs.
- E. "Federally Eligible Costs" means those costs which are Direct Project Costs of the type listed in Exhibit D incurred by Consultant during the term of this Agreement.
- F. "ODOT's Contract Administrator" means the individual designated by ODOT to be its contract administrator for this Agreement.
- G. "PSK" means the personal services contract(s) executed between ODOT and the Consultant related to the portion of the Project that is the responsibility of the Consultant.
- H. "Project" means the project described in Exhibit A.
- I. "Termination Date" has the meaning set forth in Section 2.A below.
- J. "Work Product" has the meaning set forth in Section 4.I below.

## SECTION 2. TERMS OF AGREEMENT

- A. Term. This Agreement becomes effective on the date on which all parties have signed this Agreement and all approvals (if any) required to be obtained by ODOT have been received. This Agreement terminates on December 31, 2014 ("Termination Date").
- B. Consultant's Amount. The Consultant's Amount shall not exceed \$92,020 and is disbursed as provided under the PSK.

### **SECTION 3. CITY'S REPRESENTATIONS, WARRANTIES, AND CERTIFICATION**

A. City represents and warrants to ODOT as follows:

1. It is a municipality duly organized and existing under the laws of the State of Oregon.

2. It has full legal right and authority to execute and deliver this Agreement and to observe and perform its duties, obligations, covenants and agreements hereunder and to undertake and complete the Project.

3. All official action required to be taken to authorize this Agreement has been taken, adopted and authorized in accordance with applicable state law and the organizational documents of City.

4. This Agreement has been executed and delivered by an authorized officer(s) of City and constitutes the legal, valid and binding obligation of City enforceable against it in accordance with its terms.

5. The authorization, execution and delivery of this Agreement by City, the observation and performance of its duties, obligations, covenants and agreements hereunder, and the undertaking and completion of the Project do not and will not contravene any existing law, rule or regulation or any existing order, injunction, judgment, or decree of any court or governmental or administrative agency, authority or person having jurisdiction over it or its property or violate or breach any provision of any agreement, instrument or indenture by which City or its property is bound.

6. The statement of work attached to this Agreement as Exhibit A has been reviewed and approved by the necessary official(s) of City.

B. As federal funds are involved in this Project, City, by execution of this Agreement, makes the certifications set forth in Exhibits B and C.

### **SECTION 4. GENERAL COVENANTS OF CITY**

A. City shall complete the Project; provided, however, that City shall not be liable for the quality or completion of that part of the Project which Exhibit A describes as the responsibility of the Consultant.

B. City shall, in a good and workmanlike manner, perform the work, and provide the deliverables, for which City is identified in Exhibit A as being responsible.

C. City shall perform such work identified in Exhibit A as City's responsibility as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform such work. City shall also be responsible for providing for employment-related benefits and deductions that are required by law, including, but not limited to, federal and state income tax withholdings, unemployment taxes, workers' compensation coverage, and contributions to any retirement system.

D. All employers, including City, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. City shall ensure that each of its contractors complies with these requirements.

E. City shall not enter into any subcontracts to accomplish any of the work described in Exhibit A, unless it first obtains written approval from ODOT.

F. City agrees to cooperate with ODOT's Contract Administrator. At the request of ODOT's Contract Administrator, City agrees to:

- (1) Meet with the ODOT's Contract Administrator; and
- (2) Form a project steering committee (which shall include ODOT's Contract Administrator) to oversee the Project.

G. City shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, applicable provisions of the Oregon Public Contracting Code. Without limiting the generality of the foregoing, City expressly agrees to comply with: (1) Title VI of Civil Rights Act of 1964; (2) Title V and Section 504 of the Rehabilitation Act of 1973; (3) the Americans with Disabilities Act of 1990 and ORS 659A.142; (4) all regulations and administrative rules established pursuant to the foregoing laws; and (5) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

H. City shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, City shall maintain any other records pertinent to this Agreement in such a manner as to clearly

document City's performance. City acknowledges and agrees that ODOT, the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans, and writings of City that are pertinent to this Agreement to perform examinations and audits and make copies, excerpts and transcripts.

City shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

I. To the extent it has any rights in the Work Product granted to it pursuant to the PSK, ODOT hereby grants to City a royalty free, non-exclusive license to reproduce any Work Product for distribution upon request to members of the public.

#### **SECTION 5. CONSULTANT**

ODOT shall enter into a PSK with the Consultant to accomplish the work described in Exhibit A as being the responsibility of the Consultant.

- A. Selection of the Consultant will be conducted by ODOT in accordance with ODOT procedures with the participation;
- B. ODOT will review and approve Consultant's work, billings and progress reports;
- C. City will appoint a Project Manager to be City's principal contact person for ODOT's Contract Administrator and the Consultant on all matters dealing with the Project.

#### **SECTION 6. ODOT'S REPRESENTATIONS AND COVENANTS**

- A. ODOT certifies that, at the time this Agreement is executed, sufficient funds are authorized and available for expenditure to finance ODOT's portion of this Agreement within the appropriation or limitation of its current biennial budget.
- B. The statement of work attached to this Agreement as Exhibit A has been reviewed and approved by the necessary official(s) of ODOT.

C. ODOT will assign a Contract Administrator for this Agreement who will be ODOT's principal contact person regarding administration of this Agreement, the monitoring of the Consultant's work, and the review and approval of the Consultant's work, billings and progress reports.

D. ODOT shall enter into a PSK with the Consultant to perform the work described in Exhibit A designated as being the responsibility of the Consultant, and in such a case ODOT agrees to pay the Consultant in accordance with the terms of the PSK - up to the Consultant's Amount.

### SECTION 7. TERMINATION

This Agreement may be terminated by mutual written consent of all parties. ODOT may terminate this Agreement effective upon delivery of written notice to City, or at such later date as may be established by ODOT under, but not limited to, any of the following conditions:

A. City fails to complete work specified in Exhibit A within the time specified in Exhibit A, or fails to perform any of the provisions of this Agreement and does not correct any such failure within 10 days of receipt of written notice or the date specified by ODOT in such written notice.

B. Consultant fails to complete work specified in Exhibit A within the time specified in this Agreement or the PSK, including any extensions thereof, and does not correct any such failure within 10 days of receipt of written notice or the date specified by ODOT in such written notice.

C. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement or the PSK is prohibited or ODOT is prohibited from paying for such work from the planned funding source.

D. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement or the PSK.

In the case of termination pursuant to A, B, C or D above, ODOT shall have any remedy at law or in equity. Any termination of this Agreement shall not prejudice any right or obligations accrued to the parties prior to termination.

## SECTION 8. GENERAL PROVISIONS

A. Time is of the essence of this Agreement.

B. Except as otherwise expressly provided in this Agreement, any notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to ODOT or City at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and mailed is in effect five (5) days after the date postmarked. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against ODOT, such facsimile transmission must be confirmed by telephone notice to ODOT's Contract Administrator. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

C. ODOT and City are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons (including but not limited to any Consultant) unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

D. Sections 4(H), 4(I), and 8 of this Agreement and any other provision which by its terms is intended to survive termination of this Agreement shall survive.

E. The parties agree as follows:

(a) Contribution.

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against ODOT or Grantee ("Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.



With respect to a Third Party Claim for which ODOT is jointly liable with the Grantee (or would be if joined in the Third Party Claim ), ODOT shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantee in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of ODOT on the one hand and of the Grantee on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The ODOT's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including but not limited to the Oregon Tort Claims Act, ORS 30.260 to 30.300, if ODOT had sole liability in the proceeding.

With respect to a Third Party Claim for which the Grantee is jointly liable with ODOT (or would be if joined in the Third Party Claim), the Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by ODOT in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of ODOT on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantee on the one hand and of ODOT on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including but not limited to the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

(b) Choice of Law; Designation of Forum; Federal Forum.

(1) The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

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

(3) c) Notwithstanding Section 8.E (b)(2), if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This Section 8.E(b)(3c) applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of

Oregon to be sued in federal court. This Section 8.E(b)(3c) is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

(c) Alternative Dispute Resolution.

The parties shall attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

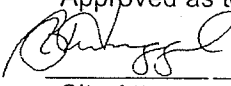
F. This Agreement and attached Exhibits (which are by this reference incorporated herein) constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No modification or change of terms of this Agreement shall bind either party unless in writing and signed by all parties and all necessary approvals have been obtained. Budget modifications and adjustments from the work described in Exhibit A must be processed as an amendment(s) to this Agreement and the PSK. No waiver or consent shall be effective unless in writing and signed by the party against whom such waiver or consent is asserted. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of ODOT to enforce any provision of this Agreement shall not constitute a waiver by ODOT of that or any other provision.

G. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

On December 1, 2010 the Director of the Oregon Department of Transportation approved DIR-06, in which authority is delegated from the Director of the Oregon Department of Transportation to the Operations Deputy Director and Transportation Development Division Administrator, to approve agreements with local governments, other state agencies, federal governments, state governments, other countries, and tribes as described in ORS 190 developed in consultation with the Chief Procurement Officer.

**City**

	Title	Date
Willis L. Van Dusen	Mayor	
Paul Benoit	City Manager	

Approved as to Form:  Digitally signed by Blair Henningsgaard  
DN: cn=Blair Henningsgaard, o, ou, email=blair@astorialaw.net, c=US  
Date: 2013.07.25 08:30:20 -0800  
City Attorney

**Contact Names:**

Brett Estes  
City of Astoria OR 97103  
1095 Duane Street  
Astoria OR 97103  
Phone: 503-338-5183  
Fax: 503-338-6538  
E-Mail: [bestes@astoria.or.us](mailto:bestes@astoria.or.us)

Gary Fish, Contract Administrator  
Transportation and Growth Management Program  
635 Capitol Street NE, Suite 150  
Salem OR 97301  
Phone: 503-373-0050 Ext 254  
Fax: 503-378-5518  
E-Mail: [gary.fish@state.or.us](mailto:gary.fish@state.or.us)

**ODOT**

STATE OF OREGON, by and through  
Its Department of Transportation

By: \_\_\_\_\_  
Jerri Bohard, Division Administrator  
Transportation Development Division

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

**Statement of Work  
Code Assistance Project for  
Astoria Riverfront Vision Code Update**

**A. PROJECT TEAMS**

**Project Management Team (“PMT”)**

**Consultant – Angelo Planning Group**

Matt Hastie  
921 SW Washington Street, Suite 468  
Portland, OR 97205

[mhastie@angeloplanning.com](mailto:mhastie@angeloplanning.com)  
(503) 224-6974

**City - City of Astoria**

Brett Estes  
Community Development Director

[bestes@astoria.or.us](mailto:bestes@astoria.or.us)  
(503) 338-5183

**Agency - Agency Project Manager**

Gary Fish  
Oregon Dept. Land Conservation &  
Development

[gary.fish@state.or.us](mailto:gary.fish@state.or.us)  
503-373-0050 ext. 254

**Project Advisory Team (“PAT”)**

**City - City of Astoria**

Rosemary Johnson  
City Planner

[rjohnson@astoria.or.us](mailto:rjohnson@astoria.or.us)  
(503) 338-5183

**Agency - ODOT Region Planner**

Bill Johnston  
Oregon Department of Transportation

[bill.w.johnston@odot.state.or.us](mailto:bill.w.johnston@odot.state.or.us)  
(503) 325-5281

**Agency – ODOT Region 2 TGM Planner**

Naomi Zwerdling  
Oregon Department of Transportation

[naomi.zwerdling@odot.state.or.us](mailto:naomi.zwerdling@odot.state.or.us)  
(503) 986-2630

**Agency - DLCD Regional Representative**

Patrick Wingard  
Oregon Dept. Land Conservation &  
Development

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

## **B. INTRODUCTION**

### **Background**

City of Astoria ("City") is a community of slightly over 10,000 people (2012 estimate), up slightly from 9,477 people (2010 census). City is located on the North Oregon Coast near the mouth of the Columbia River in Clatsop County.

City recently adopted a new Riverfront Vision Plan that addresses open space, land use, and transportation plans along the Columbia River waterfront. For purposes of the Riverfront Vision Plan, City's riverfront was divided into four plan areas: Bridge Vista, Urban Core, Civic Greenway, and Neighborhood Greenway. Phases 1 and 2 of project are to adopt development code amendments to implement land use and transportation recommendations for the Civic Greenway and Bridge Vista Plan Areas. The Civic Greenway Plan Area includes a significant amount of publicly owned land and represents a number of opportunities for implementing Riverfront Vision Plan recommendations that will help protect valuable viewpoints and other community resources. Therefore, it was selected by City Council to be the first phase of a development code process. The Bridge Vista area is recommended as a second phase as the City Council is interested in improving aesthetics of the built environment along Highway 30 from Smith Point up through the Uniontown neighborhood.

Further development of the Astoria Riverfront Trolley line and river trail system is a key aspect of the plan. The Riverfront Vision Plan addresses issues and goals related to natural resource and scenic values, community character, private property rights, transportation mobility, historic preservation, and a variety of other topics. The Riverfront Vision Plan is built around the following core principles:

- << 1) Promote physical and visual access to the river.
- << 2) Encourage a mix of uses that supports Astoria's "working waterfront" and the City's economy.
- << 3) Support new development that respects Astoria's historic character.
- << 4) Protect the health of the river and adjacent natural areas.
- << 5) Enhance the River Trail.

This project will update comprehensive plan polices and land use regulations focusing on implementation of Phase 1 (Civic Greenway Plan Area) and Phase 2 (Bridge Vista Plan Area) of the adopted Riverfront Vision Plan. This project will develop comprehensive plan and development code language for the Civic Greenway and Bridge Vista Plan Areas to help implement policy choices made in the Riverfront Vision Plan.

### **Goal for this project**

- a. Develop and write updated comprehensive plan language, development code text, and map amendments to implement policies in City's adopted Riverfront Vision Plan for the Civic Greenway and Bridge Vista Plan Areas.

### **Transportation Relationships and Benefits**

The TGM Program is a joint effort of the Oregon Department of Transportation (“ODOT”) and the Oregon Department of Land Conservation and Development (“DLCD”). The purposes of Transportation and Growth Management (“TGM”) Program are to strengthen the capability of local governments to effectively manage growth and comply with the Transportation Planning Rule, to integrate transportation and land use planning, and to encourage transportation-efficient land uses that support modal choice and the efficient performance of transportation facilities and services. Specifically, TGM supports efficient use of land and resources, human-scaled designed, walkable communities, good connections between local destinations, and pedestrian, bicycle and transit-oriented development. This project will advance these objectives by removing barriers to smart development that may exist in current regulations, and by enacting new guidelines, standards, criteria and regulations consistent with TGM objectives.

### **GENERAL PROVISIONS**

#### **Deliverables**

The following notes apply unless specified otherwise in the task description.

1. **Previewing Materials**
  - a. Consultant shall provide materials for meetings at least one week prior to the meeting.
  - b. Consultant shall provide materials that are intended for public release at least two weeks prior to the scheduled release, except as otherwise specified by City.
  - c. Comments will be provided to Consultant within one week of receipt of draft materials.
  - d. Consultant shall make minor revisions and corrections to materials based on comments received at least one week prior to release. Consultant is not required to make major or extensive revisions without an approved contract amendment, however, it is expected that the draft deliverables shall be substantially complete and require only minimal revisions. Consultant shall do substantial coordination of this deliverable with City to ensure a successful deliverable. This provision does not limit the right of the State to require correction of deliverables that do not meet the requirements of this SOW.
2. **Graphics**
  - a. Presentation graphics for meetings or workshops are to be delivered as hard copies of each plan/section, approximately 2-foot by 3-foot (not required to be mounted and laminated).
  - b. All graphics must also be delivered as computer files (via email, FTP or CD) in the native format (e.g. AutoCAD, ArcGIS, JPEG, Photoshop, PowerPoint, etc.) and in an open universally readable format (e.g. Adobe Acrobat PDF).
3. **Text memorandums and reports**
  - a. All memorandums, presentation handouts, and reports are to be formatted for 8½-inch by 11-inch paper, unless otherwise agreed upon.
  - b. All memorandums and reports are to be delivered to City and TGM program as computer files (via email, FTP or CD) in the native format (e.g. Word, Publisher, WordPerfect, PageMaker, etc.) and in an open universally readable format (e.g. Adobe Acrobat PDF).

#### 4. Meetings

- a. City shall provide support for all meetings including published and mailed notice as appropriate, meeting space and collecting feedback after the meeting.
- b. Meeting summaries must at a minimum certify that Consultant conducted or attended the meeting as required. Meeting summaries are a summary of the attendees, topics discussed and decisions reached. Handwritten notes taken during the meeting are acceptable.

#### **Key Personnel**

Consultant acknowledges and agrees that Agency requested Consultant, and is entering into this WOC, because of the special qualifications of Consultant's key people. In particular, Agency through this WOC is engaging the expertise, experience, judgment, and personal attention of Matt Hastie ("Key Personnel"). Consultant's Key Personnel shall not delegate performance of the management powers and responsibilities he is required to provide under this WOC to another (other) Consultant employee(s) without first obtaining the written consent of Agency. Further, Consultant shall not re-assign or transfer the Key Personnel to other duties or positions such that the Key Personnel is no longer available to provide Agency with his expertise, experience, judgment, and personal attentions, without first obtaining Agency's prior written consent to such re-assignment or transfer. In the event Consultant requests that Agency approve a re-assignment or transfer of the Key Personnel, Agency shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s) for the Key Personnel. Any approved substitute or replacement for Key Personnel shall be deemed Key Personnel under this WOC.

#### **Project Cooperation**

This statement of work ("SOW") describes the responsibilities of the entities involved in this cooperative Project. In this Work Order Contract (WOC), the Consultant shall only be responsible for those deliverables assigned to the Consultant. All work assigned to other entities are not Consultant's obligations under this WOC, but shall be obtained by Agency through separate intergovernmental agreements which contain a statement of work that is the same as or similar to this statement of work. The obligations of entities in this statement of work other than the Consultant are merely stated for informational purposes and are in no way binding, nor are the named entities parties to this WOC. Any tasks or deliverables assigned to a subcontractor shall be construed as being the responsibility of the Consultant.

Any Consultant tasks or deliverables which are contingent upon receiving information, resources, assistance, or cooperation in any way from another entity as described in this statement of work shall be subject to the following guidelines:

1. At the first sign of non-cooperation, the Consultant shall provide written notice (email acceptable) to Oregon Department of Transportation (Agency) Work Order Contract Project Manager (WOCPM) of any deliverables that may be delayed due to lack of cooperation by other entities referenced in this statement of work.

2. WOCPM shall contact the non-cooperative entity or entities to discuss the matter and attempt to correct the problem and expedite items determined to be delaying the Consultant.

If Consultant has followed the notification process described in item 1, and Agency finds that delinquency of any deliverable is a result of the failure of other referenced entities to provide information, resources, assistance, or cooperation, as described in this statement of work, the Consultant will not be found in breach of contract; nor shall Consultant be assessed or liable for any damages arising as a result of such delinquencies. Neither shall ODOT be responsible or liable for any damages to Consultant as the result of such non-cooperation by other entities. WOCPM will negotiate with Consultant in the best interest of the State, and may amend the delivery schedule to allow for delinquencies beyond the control of the Consultant.

### **Project Management**

Project management tasks are integrated into each of the specified tasks in this WOC, but are described here to establish a framework for managing the project. A Project Management Team, consisting of the City Project Manager, the Agency Project Manager and the Consultant, shall provide overall guidance for the project. The Project Management Team shall meet on an as-needed basis to coordinate logistics of the project and to give feedback to the Consultant. The Project Management Team may meet by telephone conference or may meet at an agreed-to time and place in Astoria or other convenient location. A Project Advisory Team, consisting of City's Planner, Region Planners from the Oregon Department of Transportation, and the North Coast Regional Representative from the Department of Land Conservation and Development, shall provide additional assistance, guidance, and review to the Project Management Team as outlined in the SOW. Meetings of the PMT may be scheduled to coincide with other meetings in Astoria (e.g., Planning Commission work sessions).

### **Community Outreach**

Meetings of the City's Planning Commission is one of the primary means of involving citizens in the planning process. City and Consultant shall conduct work sessions with the Planning Commission to review, discuss and obtain guidance on the overall approach to code provisions, as well as specific code issues. Planning Commission Work Sessions must be open to the general public and all interested community members. Planning Commission Work Sessions must include opportunities for public comment. Other public outreach and involvement activities may include the following:

- Information about Planning Commission meetings and other project activities posted to the City's Website
- Opportunities for one-on-one or small group meetings with City to discuss comments, questions or concerns about draft code amendments
- Media releases announcing Planning Commission work sessions and hearings
- Public comment summary, including how comments were addressed in preparation and



refinement of draft Comprehensive Plan and Code amendments

**PHASE 1. Project Startup, Code Evaluation and Civic Greenway Code Amendments**

**Task 1. Project Start-up and Code Evaluation**

The purpose of this task is for Consultant to evaluate City's relevant urban land use policies, maps, and code needed for implementation of the adopted Riverfront Vision Plan. This task includes preparation of a written evaluation that identifies issues, approaches, and a preferred approach that could be used in the comprehensive plan, code, and map revisions.

- 1.1 The Consultant shall prepare Draft Evaluation Report for the code evaluation including identifying issues and approaches, and determining a preferred approach that will accomplish City's goals for the comprehensive plan, code, and map amendments. **Draft Evaluation Report** must address the regulatory tools identified by City as listed below, including an overall zoning framework for implementing the Riverfront Vision Plan, a list of issues expected to be addressed throughout the Riverfront Vision Plan Area; types of code provisions expected to be drafted for the Civic Greenway and Bridge Vista Plan Areas; and examples of draft standards to illustrate the tool or concept. **Draft Evaluation Report** must also address any additional code concepts and options identified by the Consultant or the PMT. Consultant shall provide a copy of Draft Evaluation Report to PMT and PAT according to a schedule agreed to by the PMT for a review period of not less than one week.
- 1.2 Consultant shall conduct a site visit to the Civic Greenway and Bridge Vista Plan Areas. Consultant shall convene and facilitate PMT and PAT Meeting #1 to review Draft Evaluation Report. City shall provide a location for PMT and PAT Meeting #1 in Astoria. Consultant shall prepare a Meeting Summary of PMT and PAT Meeting #1.
- 1.3 Consultant shall facilitate Planning Commission Work Session #1 to review Draft Evaluation Report and receive confirmation of the overall approach to code provisions to implement the Riverfront Vision Plan, as well as specific comments on issues to be addressed in the Civic Greenway Area. City shall coordinate logistics, public notice and other preparations Planning Commission Work Session #1. Consultant shall prepare a Meeting Summary of Planning Commission Work Session #1 within one week after the Planning Commission Work Session #1.
- 1.4 Based on feedback from the PMT, PAT, and Planning Commission, Consultant shall revise and refine Draft Evaluation Report into Final Evaluation Report. Consultant shall deliver Final Evaluation Report to PMT and PAT according to a schedule agreed to by the PMT at PMT Meeting #1.

Task 1 Consultant Deliverables:

- 1.1 - Draft Evaluation Report
- 1.2 - PMT and PAT Meeting #1 and Meeting Summary
- 1.3 – Planning Commission Work Session #1 and Meeting Summary
- 1.4 - Final Evaluation Report

**Milestone – Evaluation Review**

City and Agency Project Manager shall review Final Evaluation Report for consistency with the remaining tasks. Based on this review, Agency Project Manager will advise Consultant in writing (email acceptable) of City and Agency's decision regarding continuation of the project as provided in this statement of work, or amendments as necessary to implement recommendations of the Final Evaluation Report.

**Task 2. Public Review and Outreach – Civic Greenway Plan Area**

The purpose of this task is for the City to inform community members about the draft amendments to the City's zoning code, zoning maps, and comprehensive plan policies associated with the Civic Greenway Area and to allow opportunities for them to review and comment on the draft amendments.

- 2.1 City shall provide notice to interested parties and other members of the community regarding Planning Commission and City Council work sessions and hearings, completion of draft work products, and other project milestones. City shall provide such notice through announcements on its website, via e-mails to an interested parties list, and media releases, as appropriate. Consultant shall support these efforts by preparing Project Updates and Announcements, announcements regarding progress on code amendments, upcoming Planning Commission or City Council work sessions, and opportunities for public comments and participation. Consultant shall prepare up to four announcements during Phase 1.
- 2.2 City shall provide additional opportunities for community members to comment on draft Code and Plan amendments through one-on-one meetings, and telephone and e-mail communication. Consultant shall provide up to ten Support Calls to the City as City provides additional opportunities for community members to comment. Support Calls may be up to 1 hour in length. Consultant shall summarize topics discussed in Support Calls in a Call Summary.
- 2.3 Consultant shall prepare, and maintain on an ongoing basis, Civic Greenway Plan Area Public Comment Summary for input received throughout the course of Phase 1. Public Comment Summary must categorize and summarize comments and how the City and Consultant have responded to them in preparing and refining the draft Code and Plan amendments. Consultant shall provide Public Comment Summary to PMT periodically throughout the Phase 1 of the project.

Task 2 Consultant Deliverables:

- 2.1 – Project Updates and Announcements
- 2.2 – Support Calls and Call Summary
- 2.3 – Civic Greenway Plan Area Public Comment Summary

**Task 3. Amendments to Development Code, Zoning Maps, and Comprehensive Plan Policies – Civic Greenway Plan Area**

The purpose of this task is for Consultant to prepare amendments to land use development and zoning code, comprehensive plan policies, and zoning maps that will regulate or promote creation of greater land use efficiency, preserve historic character, enhance multi-modal transportation and recreational opportunities, and be supportive of alternative modes of transportation in the Civic Greenway Plan Area of the City.

- 3.1 Consultant shall prepare Draft Civic Greenway Plan Area Amendments #1 to City development and zoning code, zoning maps, comprehensive plan policies, and other relevant urban land use regulations for the Civic Greenway Plan Area. The Consultant shall, at a minimum, use Final Evaluation Report and any additional tools and options, including code illustrations, as agreed on by the PMT and PAT as the basis for drafting the amendments. Recommended Draft Civic Greenway Plan Area Amendments #1 must be prepared in a format that clearly shows existing language, existing language to be deleted, existing language to be replaced, and new language. Illustrative graphics are an important component of many of the implementation measures. Consultant shall include up to 10 explanatory code illustrations and graphics in the amendments as agreed on by PMT. Consultant shall prepare recommended amendments in a format that highlights and annotates significant issues for consideration by City decision-makers. Annotations must explain the issue being addressed, the rationale for the recommended amendments, and possible options that may accomplish the same result. Consultant shall provide a copy of Draft Civic Greenway Plan Area Amendments #1 to the PMT and PAT according to a schedule agreed to by the PMT for a review period of not less than one week. Consultant shall prepare amendments in several discrete sections to facilitate review with the Planning Commission and other members of the community. The number of sections shall be agreed to by PMT.
- 3.2 Consultant shall convene and facilitate PMT and PAT Meeting #2 to review Draft Civic Greenway Plan Area Amendments #1. PMT and PAT Meeting #2 must be conducted to coincide with meetings of the Planning Commission identified in Task 2.1. Consultant shall prepare a Meeting Summary.
- 3.3 Consultant shall convene and facilitate Planning Commission Work Session #2 to review Draft Civic Greenway Plan Area Amendments #1. Planning Commission Work Session #2 must be conducted to coincide with PMT and PAT Meeting #2. Consultant shall prepare a Meeting Summary, highlighting guidance from the Planning Commission

regarding refinement to Draft Civic Greenway Plan Area Amendments #1.

**Task 3 Consultant Deliverables:**

- 3.1 – Draft Civic Greenway Plan Area Amendments #1
- 3.2 – PMT and PAT Meeting #2 and Meeting Summary
- 3.3 – Planning Commission Work Sessions #2 and Meeting Summary

**Task 4. City Council Work Sessions Civic Greenway Plan Area**

The purpose of this task is for the Consultant to prepare and present recommended code, plan and other amendments for the Civic Greenway Area to the City Council.

- 4.1 Consultant shall convene PMT and PAT Meeting #3 by teleconference, prior to the City Council Work Session. Consultant shall facilitate a discussion of any additional refinements to the Draft Civic Greenway Plan Area Amendments #1 that are appropriate for presentation to the City Council. Consultant shall prepare a meeting summary.
- 4.2 Consultant shall prepare Draft Civic Greenway Plan Area Amendments #2 and provide a copy to the PMT and PAT according to a schedule agreed to by the PMT allowing for a review and comment period of not less than 3 days.
- 4.3 Based on feedback from the PMT and PAT, Consultant shall make any necessary minor revisions to produce Revised Draft Civic Greenway Plan Area Amendments #2 for presentation to the City Council. Consultant shall provide a copy of the Revised Draft Civic Greenway Plan Area Amendments #2 to City for distribution to the City Council according to a schedule agreed to by PMT.
- 4.4 Consultant shall attend City Council Work Session in City to assist (answer questions, provide explanation, co-present, lead discussion as needed) City with the presentation of the recommended Revised Draft Civic Greenway Amendments #2. City shall invite members of the Planning Commission to attend the work session to help describe their participation in the code amendment process and respond to questions of the City Council, as needed and appropriate. Following City Council Work Session, Consultant shall prepare a Civic Greenway Plan Area Summary Memorandum of discussion at the City Council Work Session that highlights direction from the City Council for revisions to Revised Draft Civic Greenway Plan Area Amendments #2.

Task 4 Consultant Deliverables:

- 4.1 – PMT and PAT Meeting #3 and Meeting Summary
- 4.2 – Draft Civic Greenway Plan Area Amendments #2
- 4.3 – Revised Draft Civic Greenway Plan Area Amendments #2
- 4.4 – City Council Work Session and Civic Greenway Plan Area Summary Memorandum #1

**Task 5. City Council and Planning Commission Public Hearings - Civic Greenway Plan Area**

The purpose of this task is for the Consultant to prepare and present recommended relevant urban land use regulation amendments for adoption at hearings of the Planning Commission and City Council.

- 5.1 Consultant shall convene PMT and PAT Meeting #4 by teleconference, prior to the Planning Commission Public Hearing. Consultant shall facilitate a discussion of any additional refinements to the Revised Draft Civic Greenway Plan Area Amendments #2 based on the Civic Greenway Plan Area Public Comment Summary and Civic Greenway Plan Area Summary Memorandum #1 that are appropriate for presentation to the City Council Public Hearing. Consultant shall prepare a meeting summary.
- 5.2 Consultant shall use Revised Draft Civic Greenway Plan Area Amendments #2 to prepare Draft Civic Greenway Plan Area Amendment #3. Consultant shall provide Draft Civic Greenway Plan Area Amendment #3 to PMT and PAT according to a schedule agreed to by PMT allowing for a review and comment period of not less than 3 days.
- 5.3 Based on feedback from the PMT and PAT, Consultant shall make any necessary minor revisions to produce Revised Draft Civic Greenway Plan Area Amendments #3 for presentation to the Planning Commission. Consultant shall provide a copy of the Revised Draft Civic Greenway Plan Area Amendments #3 to City for distribution to the Planning Commission according to a schedule agreed to by the PMT.
- 5.4 Consultant shall attend Planning Commission Public Hearing in Astoria to assist City with the presentation of Revised Draft Civic Greenway Plan Area Amendments #3. Consultant shall prepare a Meeting Summary.
- 5.5 Consultant shall use input from Planning Commission Public Hearing and Revised Draft Civic Greenway Plan Area Amendments #3 to produce Draft Civic Greenway Plan Area Amendments #4. Consultant shall provide Draft Civic Greenway Plan Area Amendments #4 to the PMT and PAT according to a schedule agreed to by PMT to allow for a review and comment period of not less than 3 days.

- 5.6 Based on feedback from the PMT and PAT, Consultant shall make any necessary minor revisions to produce Revised Draft Civic Greenway Plan Area Amendments #4 for presentation to the City Council. Consultant shall provide a copy of the Revised Draft Civic Greenway Plan Area Amendments #4 to City for distribution to the City Council according to a schedule agreed to by the PMT
- 5.7 Consultant shall attend City Council Public Hearing in City to assist (answer questions, provide explanation, co-present, lead discussion as needed) City with the presentation of Revised Draft Civic Greenway Plan Area Amendments #4. Consultant shall prepare a Meeting Summary.

Task 5: Consultant Deliverables:

- 5.1 – PMT and PAT Meeting #4 and Meeting Summary  
5.2 – Draft Civic Greenway Plan Area Amendments #3  
5.3 – Revised Draft Civic Greenway Plan Area Amendments #3  
5.4 – Planning Commission Public Hearing and Meeting Summary  
5.5 – Draft Civic Greenway Plan Area Amendments #4  
5.6 – Revised Draft Civic Greenway Plan Area Amendments #4  
5.7 – City Council Public Hearing and Meeting Summary

**Task 6. Final Product – Civic Greenway Plan Area**

The purpose of this task is for Consultant to prepare final amendments to the City urban land use regulations for the Civic Greenway Area as adopted by the City Council.

- 6.1 The Consultant shall prepare Civic Greenway Plan Area Adopted Amendments and deliver electronic copies of all written Consultant deliverables to the Agency Project Manager and the City Project Manager according to a schedule agreed to by PMT.

Task 6: Consultant Deliverables:

- 6.1 – Civic Greenway Plan Area Adopted Amendments

**PHASE 2. Bridge Vista Area**

The following Tasks in Phase 2 are Contingent based on the needs of the City and funding needs of the TGM program. Work may not proceed on Tasks 7, 8, 9, 10, or 11 without written authorization (e-mail acceptable) from Agency Project Manager.

**Task 7. Public Review and Outreach – Bridge Vista Plan Area**

The purpose of this task is for City's planning staff to inform community members about the draft amendments to the City's zoning code, zoning maps, and comprehensive plan policies

associated with the Bridge Vista Plan Area and to allow opportunities for them to review and comment on the draft amendments.

- 7.1 The City shall provide notice to interested parties and other members of the community regarding Planning Commission and City Council work sessions and hearings, completion of draft work products, and other project milestones. City shall provide such notice through announcements on its website, via e-mails to an interested parties list, and media releases, as appropriate. Consultant shall support these efforts by preparing Project Updates and Announcements, announcements regarding progress on code amendments, upcoming Planning Commission or City Council work sessions, and opportunities for public comments and participation. Consultant shall prepare up to four announcements during Phase 2.
- 7.2 City staff shall provide additional opportunities for community members to comment on draft Code and Plan amendments through one-on-one meetings, and telephone and e-mail communication. Consultant shall provide up to ten Support Calls to the City as City provides additional opportunities for community members to comment. Support Calls may be up to 1 hour in length. Consultant shall summarize topics discussed in Support Calls in a Call Summary.
- 7.3 Consultant shall prepare, and maintain on an ongoing basis, Bridge Vista Plan Area Public Comment Summary for input received throughout the course of Phase 2. Public Comment Summary must categorize and summarize comments and how the City and Consultant have responded to them in preparing and refining the draft Code and Plan amendments. Consultant shall provide Public Comment Summary to PMT periodically throughout the Phase 2 of the project.

Task 7 Consultant Deliverables:

- 7.1 – Project Updates and Announcements
- 7.2 – Support Calls and Call Summary
- 7.3 – Bridge Vista Plan Area Public Comment Summary

**Task 8. Amendments to Development Code, Zoning Maps, and Comprehensive Plan Policies – Bridge Vista Plan Area**

The purpose of this task is for Consultant to prepare amendments to land use development and zoning code, comprehensive plan policies, and zoning maps that will regulate or promote creation of greater land use efficiency, preserve historic character, enhance multi-modal transportation and recreational opportunities, and be supportive of alternative modes of transportation in the Bridge Vista Plan Area of the City.

- 8.1 Consultant shall prepare Draft Bridge Vista Plan Area Amendments #1 to City development and zoning code, zoning maps, comprehensive plan policies, and other relevant urban land use regulations for the Bridge Vista Plan Area. The Consultant shall,

at a minimum, use Final Evaluation Report and any additional tools and options, including code illustrations, as agreed on by the PMT and PAT as the basis for drafting the amendments. Recommended Draft Bridge Vista Plan Area Amendments #1 must be prepared in a format that clearly shows existing language, existing language to be deleted, existing language to be replaced, and new language. Illustrative graphics are an important component of many of the implementation measures. Consultant shall include up to 5 additional new explanatory code illustrations and graphics in the draft, in addition to those illustrations and graphics that are re-used from the Civic Greenway Plan Area amendments, as agreed on by PMT. Consultant shall prepare recommended amendments in a format that highlights and annotates significant issues for consideration by City decision-makers. Annotations must explain the issue being addressed, the rationale for the recommended amendments, and possible options that may accomplish the same result. Consultant shall provide a copy of Draft Bridge Vista Plan Area Amendments #1 to the PMT and PAT according to a schedule agreed to by the PMT for a review period of not less than one week. Consultant shall prepare amendments in several discrete sections to facilitate review with the Planning Commission and other members of the community. PMT shall determine the number of sections.

- 8.2 Consultant shall convene and facilitate PMT and PAT Meeting #5 to review Draft Bridge Vista Plan Area Amendments #1. PMT and PAT Meeting #5 must be conducted to coincide with meetings of the Planning Commission identified in Task 7.1. Consultant shall prepare a Meeting Summary.
- 8.3 Consultant shall convene and facilitate Planning Commission Bridge Vista Work Session #1 to review Draft Bridge Vista Plan Area Amendments #1. Planning Commission Bridge Vista Work Session #1 must be conducted to coincide with PMT and PAT Meeting #5. Consultant shall prepare a Meeting Summary, highlighting guidance from the Planning Commission regarding refinement to Draft Bridge Vista Plan Area Amendments #1.

**Task 8 Consultant Deliverables:**

- 8.1 – Draft Bridge Vista Plan Area Amendments #1
- 8.2 – PMT and PAT Meeting #5 and Meeting Summary
- 8.3 – Planning Commission Bridge Vista Work Sessions #1 and Meeting Summary

**Task 9. City Council Work Sessions Bridge Vista Plan Area**

The purpose of this task is for the Consultant to prepare and present recommended code, plan and other amendments for the Civic Greenway Area to the City Council.

- 9.1 Consultant shall convene PMT and PAT Meeting #6 by teleconference, prior to the City Council Work Session. Consultant shall facilitate a discussion of any additional



refinements to the Draft Bridge Vista Plan Area Amendments #1 that are appropriate for presentation to the City Council. Consultant shall prepare a meeting summary.

- 9.2 Consultant shall prepare Draft Bridge Vista Plan Area Amendments #2 and provide a copy to the PMT and PAT according to a schedule agreed to by the PMT allowing for a review and comment period of not less than 3 days.
- 9.3 Based on feedback from the PMT and PAT, Consultant shall make any necessary minor revisions to produce Revised Draft Bridge Vista Plan Area Amendments #2 for presentation to the City Council. Consultant shall provide a copy of the Revised Draft Bridge Vista Plan Area Amendments #2 to City for distribution to the City Council according to a schedule agreed to by PMT.
- 9.4 Consultant shall attend City Council Work Session in City to assist (answer questions, provide explanation, co-present, lead discussion as needed) City with the presentation of the recommended Revised Draft Bridge Vista Amendments #2. City shall invite members of the Planning Commission to attend the work session to help describe their participation in the code amendment process and respond to questions of the City Council. Following City Council Work Session, Consultant shall prepare a Bridge Vista Plan Area Summary Memorandum of discussion at the City Council Work Session that highlights direction from the City Council for revisions to Revised Draft Bridge Vista Plan Area Amendments #2.

**Task 9 Consultant Deliverables:**

- 9.1 – PMT and PAT Meeting #6 and Meeting Summary
- 9.2 – Draft Bridge Vista Plan Area Amendments #2
- 9.3 – Revised Draft Bridge Vista Plan Area Amendments #2
- 9.4 – City Council Work Session and Bridge Vista Plan Area Summary Memorandum

**Task 10. City Council and Planning Commission Public Hearings - Bridge Vista Plan Area**

The purpose of this task is for the Consultant to prepare and present recommended relevant urban land use regulation amendments for adoption at hearings of the Planning Commission and City Council.

- 10.1 Consultant shall convene PMT and PAT Meeting #7 by teleconference, prior to the Planning Commission Public Hearing. Consultant shall facilitate a discussion of any additional refinements to the Revised Draft Bridge Vista Plan Area Amendments #2 based on the Bridge Vista Plan Area Public Comment Summary and Bridge Vista Plan Area Summary Memorandum that are appropriate for presentation to the City Council Public Hearing. Consultant shall prepare a meeting summary.

- 10.2 Consultant shall use Revised Draft Bridge Vista Plan Area Amendments #2 to prepare Draft Bridge Vista Plan Area Amendments #3. Consultant shall provide Draft Bridge Vista Plan Area Amendments #3 to PMT and PAT according to a schedule agreed to by PMT allowing for a review and comment period of not less than 3 days.
- 10.3 Based on feedback from the PMT and PAT, Consultant shall make any necessary minor revisions to produce Revised Draft Bridge Vista Plan Area Amendments #3 for presentation to the Planning Commission. Consultant shall provide a copy of the Revised Draft Bridge Vista Plan Area Amendments #3 to City for distribution to the Planning Commission according to a schedule agreed to by the PMT.
- 10.4 Consultant shall attend Planning Commission Public Hearing in Astoria to assist City with the presentation of Revised Draft Bridge Vista Plan Area Amendments #3. Consultant shall prepare a Meeting Summary.
- 10.5 Consultant shall use input from Planning Commission Public Hearing and Revised Draft Bridge Vista Plan Area Amendments #3 to produce Draft Bridge Vista Plan Area Amendments #4. Consultant shall provide Draft Bridge Vista Plan Area Amendments #4 to the PMT and PAT according to a schedule agreed to by PMT to allow for a review and comment period of not less than 3 days.
- 10.6 Based on feedback from the PMT and PAT, Consultant shall make any necessary minor revisions to produce Revised Draft Bridge Vista Plan Area Amendments #4 for presentation to the City Council. Consultant shall provide a copy of the Revised Draft Bridge Vista Plan Area Amendments #4 to City for distribution to the City Council according to a schedule agreed to by the PMT.
- 10.7 Consultant shall attend City Council Public Hearing in City to assist (answer questions, provide explanation, co-present, lead discussion as needed) City with the presentation of Revised Draft Bridge Vista Plan Area Amendments #4. Consultant shall prepare a Meeting Summary.

Task 10: Consultant Deliverables:

- 10.1 – PMT and PAT Meeting #7 and Meeting Summary
- 10.2 – Draft Bridge Vista Plan Area Amendments #3
- 10.3 – Revised Draft Bridge Vista Plan Area Amendments #3
- 10.4 – Planning Commission Public Hearing and Meeting Summary
- 10.5 – Draft Bridge Vista Plan Area Amendments #4
- 10.6 – Revised Draft Bridge Vista Plan Area Amendments #4
- 10.7 – City Council Public Hearing and Meeting Summary

**Task 11. Final Product – Bridge Vista Plan Area**

The purpose of this task is for the Consultant to prepare final amendments to the City urban land use regulations for the Bridge Vista Plan Area as adopted by the City Council.

- 11.1 Consultant shall prepare Bridge Vista Plan Area Adopted Amendments and deliver electronic copies of all written Consultant deliverables to the Agency Project Manager and the City Project Manager according to a schedule agreed to by PMT.

Task 11: Consultant Deliverables:

- 11.1 – Bridge Vista Plan Area Adopted Amendments

**Task 12. Contingent Meetings**

Work under Task 12 is contingent. Work may not proceed on any subtask under this task without written authorization (e-mail acceptable) from Agency Project Manager. Agency Project Manager shall give separate written authorization for each Meeting Work Session and Hearing.

The purpose of this task is to allow for additional meetings to be held as necessary in either Phase 1 or Phase 2 of the project.

- 12.1 Consultant shall conduct Contingent PMT and PAT Meeting #1, #2, #3, #4, #5, or #6. These meetings may be held at PMT's discretion to discuss previous and upcoming tasks. Consultant shall conduct Contingent PMT and PAT Meetings via teleconference. Consultant shall produce Meeting Summary for each Contingent PMT and PAT Meeting held.
- 12.2 Consultant shall attend and conduct Contingent Planning Commission or City Council Work Session or Hearing #1, #2, #3, #4, #5, #6, #7, or #8. These work sessions or hearings may be held at PMT's discretion to carry out additional work sessions or hearings as necessary to permit decision makers to understand and adopt work products from this project. Consultant shall attend Contingent Work Sessions or Hearings in Astoria. Consultant shall produce Meeting Summary for each Contingent Work Session or Hearing Meeting held.

Task 12 Contingent Consultant Deliverables:

- 12.1 Contingent PMT and PAT Meeting #1, #2, #3, #4, #5, or #6 and meeting summary  
12.2 Contingent Planning Commission or City Council Work Session or Hearing #1, #2, #3, #4, #5, #6, #7, or #8 and Meeting Summary

**Consultant Deliverable Table**

	<b>Deliverable</b>	<b>Schedule</b>	<b>Amount Per Deliverable</b>
<b>Task 1:</b>	<b>Project Start up and Code Evaluation</b>	August 2013	
1.1	<b>Draft Evaluation Report</b>		\$5,380
1.2	<b>PMT and PAT meeting #1 and Meeting Summary</b>		\$1,530
1.3	<b>Planning Commission Work Session #1 and Meeting Summary</b>		\$1,530
1.4	<b>Final Evaluation Report</b>		\$1,810
		<b>Task total</b>	<b>\$10,250</b>
<b>Task 2:</b>	<b>Public Review and Outreach – Civic Greenway Plan Area</b>	Ongoing	
2.1	<b>Project Updates and Announcements (up to 4 at \$445 each)</b>		\$1,780
2.2	<b>Support Calls and Call Summary (up to 10 at \$133 each)</b>		\$1,330
2.3	<b>Civic Greenway Plan Area Public Comment Summary</b>		\$1,160
		<b>Task total</b>	<b>\$4,270</b>
<b>Task 3:</b>	<b><u>Amendments to Development Code, Zoning Maps, and Comprehensive Plan Policies – Civic Greenway Plan Area</u></b>	October-December 2013	
3.1	<b>Draft Civic Greenway Amendments #1</b>		\$13,270
3.2	<b>PMT and PAT Meeting #2 and Meeting Summary</b>		\$890
3.3	<b>Planning Commission Work Sessions #2 and Meeting Summary</b>		\$1,730
		<b>Task total</b>	<b>\$15,890</b>
<b>Task 4:</b>	<b>City Council Work Sessions Civic Greenway Plan Area</b>	January 2014	
4.1	<b>PMT and PAT meeting #3 and Meeting Summary</b>		\$1,760
4.2	<b>Draft Civic Greenway Plan Area Amendments #2</b>		\$1,900
4.3	<b>Revised Draft Civic Greenway Plan Area Amendments #2</b>		\$1,400
4.4	<b>City Council Work Session and Summary Memorandum</b>		\$1,730

	<b>Deliverable</b>	<b>Schedule</b>	<b>Amount Per Deliverable</b>
		<b>Task total</b>	<b>\$6,790</b>
<b>Task 5</b>	<b>City Council and Planning Commission Public Hearings – Civic Greenway Plan Area</b>	February 2014-April 2014	
5.1	PMT and PAT Meeting #4 and Meeting Summary		\$1,020
5.2	Draft Civic Greenway Plan Area Amendments #3		\$1,020
5.3	Revised Draft Civic Greenway Plan Area Amendments #3		\$760
5.4	Planning Commission Public Hearing and Meeting Summary		\$1,730
5.5	Draft Civic Greenway Plan Area Amendments #4		\$700
5.6	Revised Draft Civic Greenway Plan Area Amendments #4		\$700
5.7	City Council Public Hearing and Meeting Summary		\$1,730
		<b>Task total</b>	<b>\$7,660</b>
<b>Task 6:</b>	<b>Final Products – Civic Greenway Plan Area</b>	April 2014	
6.1	Civic Greenway Plan Area Adopted Amendments		\$1,660
		<b>Task Total</b>	<b>\$1,660</b>
	<b>Total – Civic Greenway Plan Area Phase 1</b>	<b>Total</b>	<b>\$46,520</b>
<b>Phase 2</b>	<b>Bridge Vista Phase 2 – Tasks 7, 8, 9, 10, 11 must receive written authorization to proceed</b>		
<b>Task 7:</b>	<b>Public Review and Outreach Bridge Vista Plan Area</b>	Ongoing	
7.1	Project Updates and Announcements (up to 4 at \$445 each)		\$1,780
7.2	Support Calls and Call Summary (up to 10 at \$95 each)		\$950
7.3	Public Comment Summary		\$1,160

	<b>Deliverable</b>	<b>Schedule</b>	<b>Amount Per Deliverable</b>
		<b>Task total</b>	<b>\$3,890</b>
<b>Task 8:</b>	<b><u>Amendments to Development Code, Zoning Maps, and Comprehensive Plan Policies – Bridge Vista Plan Area</u></b>	June 2014	
<b>8.1</b>	<b>Draft Bridge Vista Plan Area Amendments #1</b>		\$6,420
<b>8.2</b>	<b>PMT and PAT Meeting #5 and Meeting Summary</b>		\$1,020
<b>8.3</b>	<b>Planning Commission Bridge Vista Work Sessions #1 and Meeting Summary</b>		\$1,730
		<b>Task total</b>	<b>\$9,173</b>
<b>Task 9:</b>	<b>City Council Work Sessions Bridge Vista Plan Area</b>	July 2014	
<b>9.1</b>	<b>PMT and PAT Meeting #6 and Meeting Summary</b>		\$1,150
<b>9.2</b>	<b>Draft Bridge Vista Plan Area Amendments #2</b>		\$1,530
<b>9.3</b>	<b>Revised Draft Bridge Vista Plan Area Amendments #2</b>		\$1,280
<b>9.4</b>	<b>City Council Work Session and Bridge Vista Plan Area Summary Memorandum</b>		\$1,730
		<b>Task total</b>	<b>\$5,690</b>
<b>Task 10</b>	<b>City Council and Planning Commission Public Hearings – Bridge Vista Plan Area</b>	July-August 2014	
<b>10.1</b>	<b>PMT and PAT Meeting #7 and Meeting Summary</b>		\$1,270
<b>10.2</b>	<b>Draft Bridge Vista Plan Area Amendments #3</b>		\$890
<b>10.3</b>	<b>Revised Draft Bridge Vista Plan Area Amendments #3</b>		\$760
<b>10.4</b>	<b>Planning Commission Public Hearing and Meeting Summary</b>		\$1,730
<b>10.5</b>	<b>Draft Bridge Vista Plan Area Amendments #4</b>		\$700
<b>10.6</b>	<b>Revised Draft Bridge Vista Plan Area Amendments #4</b>		\$700
<b>10.7</b>	<b>City Council Public Hearing and Meeting Summary</b>		\$1,730
		<b>Task total</b>	<b>\$7,780</b>
<b>Task 11:</b>	<b>Final Products – Bridge Vista Plan Area</b>	September 2014	

	<b>Deliverable</b>	<b>Schedule</b>	<b>Amount Per Deliverable</b>
<b>11.1</b>	<b>Bridge Vista Plan Area Adopted Amendments</b>		\$1,660
		<b>Task Total</b>	<b>\$1,660</b>
	<b>Total - Bridge Vista Plan Area Phase 2</b>	<b>Total</b>	<b>\$28,190</b>
<b>Task 12:</b>	<b>Contingent Meetings – must receive authorization to proceed</b>		
<b>12.1</b>	<b>Contingent PMT and PAT Meeting #1, #2, #3, #4, #5, or #6 and meeting summary (at \$1,025 per meeting)</b>		\$6,150
<b>12.2</b>	<b>Contingent Planning Commission or City Council Work Session or Hearing #1, #2, #3, #4, #5, #6, #7, or #8 and meeting summary (at \$1,395 per meeting)</b>		\$11,160
		<b>Task total</b>	<b>\$17,310</b>
	<b>Total (WOC not-to-exceed including Contingent Bridge Vista Phase 2 and Contingent Meetings)</b>		<b>\$92,020</b>

**EXHIBIT B (Local Agency or State Agency)**

**CONTRACTOR CERTIFICATION**

Contractor certifies by signing this contract that Contractor has not:

- (a) Employed or retained for a commission, percentage, brokerage, contingency fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract,
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant), any fee, contribution, donation or consideration of any kind for or in connection with, procuring or carrying out the contract, except as here expressly stated (if any):

Contractor further acknowledges that this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

**AGENCY OFFICIAL CERTIFICATION (ODOT)**

Department official likewise certifies by signing this contract that Contractor or his/her representative has not been required directly or indirectly as an expression of implied condition in connection with obtaining or carrying out this contract to:

- (a) Employ, retain or agree to employ or retain, any firm or person or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation or consideration of any kind except as here expressly stated (if any):

Department official further acknowledges this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

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**EXHIBIT C**

Federal Provisions  
Oregon Department of Transportation

**I. CERTIFICATION OF NONINVOLVEMENT IN ANY DEBARMENT AND SUSPENSION**

Contractor certifies by signing this contract that to the best of its knowledge and belief, it and its principals:

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements or receiving stolen property;
- 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and



4. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

List exceptions. For each exception noted, indicate to whom the exception applies, initiating agency, and dates of action. If additional space is required, attach another page with the following heading: Certification Exceptions continued, Contract Insert.

#### EXCEPTIONS:

Exceptions will not necessarily result in denial of award, but will be considered in determining Contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The Contractor is advised that by signing this contract, the Contractor is deemed to have signed this certification.

#### II. INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY COVERED TRANSACTIONS

1. By signing this contract, the Contractor is providing the certification set out below.
2. The inability to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Contractor shall explain why he or she cannot provide the certification set out below. This explanation will be considered in connection with the Oregon Department of Transportation determination to enter into this transaction. Failure to furnish an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government or the Department may terminate this transaction for cause of default.

4. The Contractor shall provide immediate written notice to the Department to whom this proposal is submitted if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department's Program Section (Tel. (503) 986-3400) to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The Contractor agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency entering into this transaction.
7. The Contractor further agrees by submitting this proposal that it will include the Addendum to Form FHWA-1273 titled, "Appendix B--Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions", provided by the Department entering into this covered transaction without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List published by the U. S. General Services Administration.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of

records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government or the Department, the Department may terminate this transaction for cause or default.

### III. ADDENDUM TO FORM FHWA-1273, REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors, and other lower tier participants.

- Appendix B of 49 CFR Part 29 -

#### **Appendix B--Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions**

##### Instructions for Certification

1. By signing and submitting this contract, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this contract is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered

transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this contract that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement list.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the

Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions**

- a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**IV. EMPLOYMENT**

1. Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this contract and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractors, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranting, Department shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
2. Contractor shall not engage, on a full or part-time basis or other basis, during the period of the contract, any professional or technical personnel who are or have been at any time during the period of this contract, in the employ of Department, except regularly retired employees, without written consent of the public employer of such person.
3. Contractor agrees to perform consulting services with that standard of care, skill and diligence normally provided by a professional in the

performance of such consulting services on work similar to that hereunder. Department shall be entitled to rely on the accuracy, competence, and completeness of Contractor's services.

**V. NONDISCRIMINATION**

During the performance of this contract, Contractor, for himself, his assignees and successors in interest, hereinafter referred to as Contractor, agrees as follows:

1. Compliance with Regulations. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and Section 162(a) of the Federal-Aid Highway Act of 1973 and the Civil Rights Restoration Act of 1987. Contractor shall comply with the regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated by reference and made a part of this contract. Contractor, with regard to the work performed after award and prior to completion of the contract work, shall not discriminate on grounds of race, creed, color, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contract covers a program set forth in Appendix B of the Regulations.
2. Solicitation for Subcontractors, including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations made by Contractor for work to be performed under a subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this contract and regulations relative to nondiscrimination on the grounds of race, creed, color, sex or national origin.
3. Nondiscrimination in Employment (Title VII of the 1964 Civil Rights Act). During the performance of this contract, Contractor agrees as follows:

- a. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.
  - b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
4. **Information and Reports.** Contractor will provide all information and reports required by the Regulations or orders and instructions issued pursuant thereto, and will permit access to his books, records, accounts, other sources of information, and his facilities as may be determined by Department or FHWA as appropriate, and shall set forth what efforts he has made to obtain the information.
  5. **Sanctions for Noncompliance.** In the event of Contractor's noncompliance with the nondiscrimination provisions of the contract, Department shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
    - a. Withholding of payments to Contractor under the agreement until Contractor complies; and/or
    - b. Cancellation, termination or suspension of the agreement in whole or in part.
  6. **Incorporation of Provisions.** Contractor will include the provisions of paragraphs 1 through 6 of this section in every subcontract, including procurement of materials and leases of

equipment, unless exempt from Regulations, orders or instructions issued pursuant thereto. Contractor shall take such action with respect to any subcontractor or procurement as Department or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, Department may, at its option, enter into such litigation to protect the interests of Department, and, in addition, Contractor may request Department to enter into such litigation to protect the interests of the State of Oregon.

#### VI. DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY

In accordance with Title 49, Code of Federal Regulations, Part 26, Contractor shall agree to abide by and take all necessary and reasonable steps to comply with the following statement:

#### DBE POLICY STATEMENT

**DBE Policy.** It is the policy of the United States Department of Transportation (USDOT) to practice nondiscrimination on the basis of race, color, sex and/or national origin in the award and administration of USDOT assist contracts. Consequently, the DBE requirements of 49 CFR 26 apply to this contract.

**Required Statement For USDOT Financial Assistance Agreement.** If as a condition of assistance the Agency has submitted and the US Department of Transportation has approved a Disadvantaged Business Enterprise Affirmative Action Program which the Agency agrees to carry out, this affirmative action program is incorporated into the financial assistance agreement by reference.

**DBE Obligations.** The Oregon Department of Transportation (ODOT) and its contractor agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR 26 have the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, Contractor shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts. Neither ODOT nor its contractors shall discriminate on the basis of race, color, national origin or sex in the award and

performance of federally-assisted contracts. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of such contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as ODOT deems appropriate.

The DBE Policy Statement and Obligations shall be included in all subcontracts entered into under this contract.

**Records and Reports.** Contractor shall provide monthly documentation to Department that it is subcontracting with or purchasing materials from the DBEs identified to meet contract goals. Contractor shall notify Department and obtain its written approval before replacing a DBE or making any change in the DBE participation listed. If a DBE is unable to fulfill the original obligation to the contract, Contractor must demonstrate to Department the Affirmative Action steps taken to replace the DBE with another DBE. Failure to do so will result in withholding payment on those items. The monthly documentation will not be required after the DBE goal commitment is satisfactory to Department.

Any DBE participation attained after the DBE goal has been satisfied should be reported to the Departments.

**DBE Definition.** Only firms DBE certified by the State of Oregon, Department of Consumer & Business Services, Office of Minority, Women & Emerging Small Business, may be utilized to satisfy this obligation.

**CONTRACTOR'S DBE CONTRACT GOAL**

**DBE GOAL**   0   %

By signing this contract, Contractor assures that good faith efforts have been made to meet the goal for the DBE participation specified in the Request for Proposal/Qualification for this project as required by ORS 200.045, and 49 CFR 26.53 and 49 CFR, Part 26, Appendix A.

**VII. LOBBYING**

The Contractor certifies, by signing this agreement to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

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.


The Contractor also agrees by signing this agreement that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

**FOR INQUIRY CONCERNING  
ODOT'S DBE PROGRAM  
REQUIREMENT CONTACT OFFICE  
OF CIVIL RIGHTS AT (503)986-4354.**



July 15, 2013

**MEMORANDUM**

TO: MAYOR AND CITY COUNCIL  
FROM:  PAUL BENOIT, CITY MANAGER  
SUBJECT: **VACTOR TRUCK PURCHASE**

**DISCUSSION/ANALYSIS**

The Public Works Department has owned two combination sewer cleaner vacuum trucks in the last 32 years. This first one, purchased in 1981 was mainly used in rodding and vacuuming out plugged sewer and storm lines. A replacement was purchased in 1999 and has been used almost daily in the same manner along with hydro-excavation of utilities. Both trucks were made by Vactor.


Vac-Con and Vactor are the only combination sewer cleaner vacuum trucks that are offered by the Nation Joint Power Alliance (NJPA). The NJPA is a public agency that serves as a municipal contracting agency that creates national cooperative contract purchasing opportunities by consolidating numerous individually prepared solicitations to one cooperatively shared process. The City of Astoria has been a member of NJPA since April 2012.

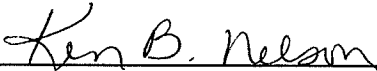
The Public Works Department invited Vactor and Vac-Con to demonstrate their latest machines at our shop. At different times, they both brought in two pieces of equipment. The Vac-Con from a maintenance standpoint is not well thought out. The overall layout of the hydraulic hoses and electrical system will make it very difficult to maintain and service this piece of equipment. The Vactor, on the other hand, has reduced the amount of hydraulic lines by 25% and electrical wiring by 30%. The critical wear parts are easier to get to for repair and replacement. In test runs for each machine, the overall comment from the crew was that the Vactor performed better than the Vac-Con in typical situations that these machines would be used on a daily basis. In a reference check to a local municipality that recently purchased a Vac-Con, they have had mechanical problems that have not been resolved and Enviro-Clean (Vac-Con's rep) has not represented themselves as someone who would want that customer's business ever again. We have always had good response from Owen Equipment (Vactor's rep) with each machine that we've purchased from them.

Our current Vactor has the hour equivalent of over 500,000 miles on the main engine. We have put over \$31,000 in major repairs in the last two years and there are indicators that major repairs will be needed in the debris box and the hydraulic system.

**RECOMMENDATION**

It is recommended Council approve the lease/purchase of a Vactor combination sewer cleaner vacuum truck from Owen Equipment, through the NJPA, not to exceed \$390,000 in five payments of approximately \$80,000 per year (final numbers were not available at the time of this memo) and to authorize the disposal of our current Vactor at auction. There are funds budgeted in the Public Works Improvement Fund for the first payment. The City Attorney has approved the sample contract as to form.

Submitted By:   
Ken P. Cook, Public Works Director

Prepared By:   
Ken B. Nelson, Public Works Superintendent



July 24, 2013

**MEMORANDUM**

TO: MAYOR AND CITY COUNCIL

FROM:  PAUL BENOIT, CITY MANAGER

**SUBJECT: AUTHORIZATION TO AWARD CONTRACT – SALE OF EXCESS CITY PROPERTY**

**DISCUSSION/ANALYSIS**

At the April 15, 2013 meeting, the City Council authorized staff to solicit Request for Proposals (RFP) from local real estate firms to market excess City property with the goal of generating revenue, returning property to the tax base, and stimulating development within the community. Staff issued the RFP in May and the only response received was from Area Properties, brokers Laurie Duey and Mary Wikstrom.

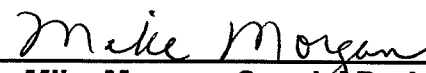
Area Properties has proposed a commission of 6% of the sale price. There would be no commission paid until the property closed. All advertising, web presence and signage would be paid by Area Properties. A list of the potentially salable properties has been prepared by staff and is attached for your information.

Note that prior to any marketing of City-owned property by Area Properties, selected properties would first be presented to the City Council for review and approval. The attached list is for reference and information only.

**RECOMMENDATION**

It is recommended that the City Council award a contract to Area Properties for the sale of excess City Property.

Submitted By   
Ken P. Cook, Public Works Director

Prepared By   
Mike Morgan, Special Projects Consultant



**CITY OF ASTORIA  
CONTRACT FOR PERSONAL SERVICES**

**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 Area Properties, 1490 Commercial Street, Astoria, Oregon 97103, 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 sales of certain excess properties.

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.

**2. COMPENSATION**

A. The CITY agrees to pay CONSULTANT an amount not to exceed 6% of the sales price of the properties for performance of those services provided herein;

B. The CONSULTANT will bear all costs associated with the sales of the properties, including marketing and advertising. However, the CITY and CONSULTANT may mutually agree on cost sharing for extraordinary advertising expenses if they are warranted to market a specific parcel.

**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 Ken Cook, Public Works Director, City of Astoria, 1095 Duane Street, Astoria, Oregon, 97103, (503) 338-5177.

5. CONSULTANT'S REPRESENTATIVE

For purposes hereof, the CONSULTANT'S authorized representative will be Laurie Duey, Realtor, Area Properties, 1490 Commercial Street, Astoria, Oregon 97103, (503) 338-6848.

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 properties. 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 Public Works Director 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 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 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 DOCUMENTS

The CITY retains all documents prepared by the CONSULTANT 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

**DRAFT SCOPE OF WORK  
EXHIBIT A  
CITY OF ASTORIA PROPERTY SALES CONTRACT**

**JULY 24, 2013**

**Background:**

The City has chosen Area Properties to market and sell excess properties including but not limited to vacant land. The realtors will be responsible for all activities including advertising costs, mileage, signage and so forth. The City will pay a commission of 6% of all sales proceeds and pay for normal costs associated with sales of properties such as recording. Work under this contract will begin as soon as the contract is signed by the City, and shall extend indefinitely until one or the other party agrees to terminate.

**Work tasks will include:**

- 1. Area Properties realtors will meet with City staff to determine which properties are to be listed for sale.**
- 2. Area Properties will provide the City with a schedule of sales activity, proposed prices of the properties, and approach to marketing.**
- 3. The City and Area Properties may agree to share some advertising costs in cases where the properties have particularly high value or other potential.**
- 4. The City may, if circumstances warrant, choose to have additional geologic or engineering evaluations of properties, or independent appraisals, performed prior to sales to other parties.**
- 5. Area Properties may, at the request of the City staff, report annually to the City Council on the progress of the sales effort and the potential for future sales.**



## CITY OWNED PROPERTIES FOR POTENTIAL SALE

July 18, 2013

	A	B	C	D	E
1	Location	Map/Tax Lot	Acreage	BLI Acreage	Issues
2					
3	1st & W Grand	7DD 12700	0.23	0.077	steep with donut area of potential development; City sewer line on nw corner, adjacent owner has expressed interest in a portion of the lot
4	100 Block W Exchange	7DC 3800	0.17	not listed	property to the south encroaches onto lot with yard and parking
5	100 Block W Franklin	7DC 3805	0.11	not listed	property to the east encroaches onto lot with landscaping
6	38th to 40th, Lief Erikson to Land Reserve	9 100	46.69	16.42	forested area on east end of Grand/Kensington/Irving. major portion of lot is in LR Zone outside UGB and not buildable. There are large areas that could be developed.
7	200 Block Commercial	7DA 10800	0.11	not listed	
8	400 Block 3rd	7DD 600	0.11	0.11	existing driveway crosses the lot connecting Exchange and 3rd Street
9	400 Block Pleasant	18BA 7500	0.45	not listed	potentially would block neighbors' views
10	600 Block 46th	10BD 6900	0.74	0.45	
11	600 Block Exchange	8CC 400	0.11	not listed	
12	600 Block McClure	17CB 4600	1.29	1.29	sewer would be more difficult but not impossible
13	700 Block 45th	10BD 5300	0.44	0.44	
14	700 Block 46th	10BD 7100	0.56	not listed	
15	900 Block 36th	9DB 8900	0.23	0.23	driveway encroachment by adjacent property owner on half of site
16	1500 Block 8th, east side	17BC 9800	0.66	0.32	
17	1500 Block 8th, west side	17BC 9700	0.49	0.35	
18	1500 Block 9th	17BC 10600	0.17	0.08	
19	1600 Block 5th & McClure	18DA 400	0.96		utility easements reduce buildable space but still some buildable area
20	1600 Block 7th & McClure	17CB 1400	1.91	1.14	forested area on the east side of 7th Street between Clatsop and McClure
21	1600 Block 10th	17CB 3300	0.34		good site but has access issues to resolve
22	1700 Block 8th, east side	17CB 4100	1.91	1.14	LTO in McClure right-of-way
23	1840 4th	18DA 6500	0.11	0.11	SFD with basement water damage
24	2200 Block Irving	8DD 3700	0.34	0.31	
25	2700 Block Grand	9CC 4300	1.13	0.9	house on the property to west encroaches into Lot 3
26	2700 Block Irving	9CC 5200	1.55	1.12	west half of parcel is a slide; east portion is located behind a house that encroaches into the lot with yard area
27	2800 Block Grand	9CB 5400	0.22	not listed	
28	2900 Block Irving & Harrison	9CA 18300	1.89	0.23	lease for existing garage
29	4600 Block Birch & Ash	10BA 1800	0.96	not listed	City sewer facility, access easements and flood zone; may get a SFD lot out of it
30	4700 Block Ash	10BA 1300	0.41	0.41	most of lot is in flood zone; may get a SFD lot out of it
31	5300 Block Alder	10AA 900	0.23	0.23	
32	Commercial 44th to 45th	10BC 2800	1.55	1.55	adjacent property to east has yard encroachment in 44th Street right-of-way
33	Irving, 35th to 38th	9DB 8200	5.36	4.22	
34	W Niagara & 1st	18AD 13100	5.94	5.86	Site reserved for reservoir, no longer needed.



**CITY OF ASTORIA**  
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July 25, 2013

**MEMORANDUM**

TO: MAYOR AND CITY COUNCIL

FROM:  PAUL BENOIT, CITY MANAGER

SUBJECT: 17<sup>TH</sup> STREET DOCK REPLACEMENT PROJECT – PAY ADJUSTMENT #6

**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 complete.

Following is a summary of the pay adjustments:

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%
6	\$29,745.90	\$4,491,213.69	\$174,923.31	44%

( ) = 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 – Mooring Camels, Floating Dock Repairs and miscellaneous items

Pay Adjustment #6 (Current) – Queen of the West landing revisions, unanticipated electrical power repair work off-site and various guardrail modifications and other miscellaneous items.

### DISCUSSION/ANALYSIS

The current pay adjustment includes 8 items consisting of multiple modifications and adjustments determined necessary during the process of constructing the dock. See the attached change order for details. Following are the two larger cost items:

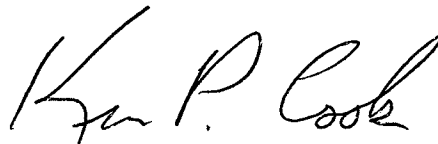
**Shoreside Primary Power Conduit Repair** (\$8,130.50) – This change is related to the exploration and investigation of blocked existing 4” shoreside primary power conduit to the new transformer connection. Work included excavation, placement of new conduit and repair of asphalt concrete in the area of the trench work. This work was due to unforeseen conditions.

**Queen of the West Landing Revisions** (\$10,394.85) A steel mooring cable was installed to assist with holding the Queen of the West's mooring position associated with managing the gangway position on the dock. Secondly, the design location of the gates and concrete bull rail in the area of the gangway resulted in damage occurring to the installed gates, repairs and location revisions to these gates were required to prevent future damage.

### RECOMMENDATION

It is recommended that the Astoria City Council authorize Pay Adjustment #6 which will result in a contract increase of \$29,745.90.

Submitted By



Ken P. Cook, Public Works Director

Prepared By

 FOR

Jeff Harrington, City Engineer







CITY OF ASTORIA  
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COMMUNITY DEVELOPMENT

July 31, 2013

TO: MAYOR AND ASTORIA CITY COUNCIL

FROM: PAUL BENOIT, CITY MANAGER

SUBJECT: AMENDMENT REQUEST (A13-03) ON HISTORIC PROPERTIES ORDINANCE

### BACKGROUND

The Historic Properties Ordinance, Article 6 of the Astoria Development Code, was last updated in 1992. This Ordinance establishes how historic properties are designated, the process for review of exterior alterations, new construction, demolition, appeals, and lists exceptions to the review process. Within the last few years, the State and National terms used for historic properties has changed, and therefore, the City Historic Properties Ordinance needs to be amended to reflect the new terminology. Staff took the opportunity to improve and clarify the code at the same time to streamline the process for historic reviews. The proposed amendments would provide for three levels of review for historic properties (Types I, II, and III) rather than all requests being reviewed by the Historic Landmarks Commission. The intent of these amendments is to make the process easier for the public and reduce the amount of time required for review. The proposed Code amendments would add the new State historic property classifications and references and would provide code provisions to improve the review process as outlined below.

Type I reviews would be approved by staff, the Historic Preservation Officer (HPO), as “over-the-counter” reviews and would be limited to minor alterations that do not impact the historic character of the building. These items would include reroofing, mechanical vents on non-primary elevations, foundation and skirting materials, roof and soffit vents, and placement of microwave receiving dishes on non-primary facades. These reviews would not require public notification or comment and would allow for a quick turnaround for routine building permit items.

Type II reviews would be approved by the Historic Preservation Officer after public notice and a Findings of Fact report has been completed. These would provide the public with opportunity for comment and would include minor alterations to non-primary facades such as construction of outbuildings of less than 200 square feet; reconstruction of decks, stairs, and balustrades; handicap ramps, awnings, skylights, and replacement of non-historic features with a design or material that is more compatible with the historic features.

All other requests would be reviewed by the Historic Landmarks Commission as a Type III review under the same procedures as currently used by the HLC. The intent of these changes is to allow simple reviews and to ease the burden of reviewing simple projects at the HLC level. This would result in an easier, quicker permit review for applicants making historic preservation

less burdensome to property owners and contractors. These Code amendments were identified in the Historic Preservation Plan adopted by the City Council in January 2008.

At its July 16, 2013 meeting, the Historic Landmarks Commission held a public hearing and unanimously recommended that the City Council adopt the proposed amendment. A copy of the Staff Report and Findings of Fact as adopted by the Historic Landmarks Commission is attached. Also attached to this memo is the proposed ordinance. A public hearing on the Amendment has been advertised and is scheduled for the August 5, 2013 City Council meeting.

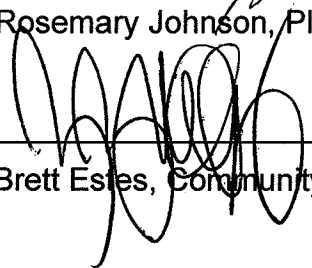
RECOMMENDATION

It is recommended that the Council hold a public hearing and adopt the ordinance as recommended by the Historic Landmarks Commission. If the Council is in agreement with the recommendation of the Historic Landmarks Commission, it would be in order for Council to hold a first reading of the Ordinance.

By:

  
\_\_\_\_\_  
Rosemary Johnson, Planner

Through:

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



## CITY OF ASTORIA

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### COMMUNITY DEVELOPMENT

July 9, 2013

TO: HISTORIC LANDMARKS COMMISSION

FROM: ROSEMARY JOHNSON, PLANNER

SUBJECT: AMENDMENT REQUEST (A13-03) ON HISTORIC PROPERTIES ORDINANCE

#### I. BACKGROUND SUMMARY

- A. Applicant: Brett Estes  
Community Development Director  
City of Astoria  
1095 Duane Street  
Astoria OR 97103
- B. Request: Amend the Astoria Development Code Article 6, Historic Properties, to include new State classification terms for historic properties, establish Type I, II, and III permit levels of review to allow more administrative review
- C. Location: City-wide

#### II. BACKGROUND

The Historic Properties Ordinance, Article 6 of the Astoria Development Code, was last updated in 1992. This Ordinance establishes how historic properties are designated, the process for review of exterior alterations, new construction, demolition, appeals, and lists exceptions to the review process. In January 2008, the City adopted a Historic Preservation Plan 2008-2012 which identified suggested amendments to the Ordinance and proposed projects to support historic preservation. The various elements of the Plan were prioritized as follows:

- Priority 1: Improve and Clarify the Code
- Priority 2: Survey and Inventory Program
- Priority 3: Economic Incentive Program
- Priority 4: Public Education Program

There were specific goals within each of these preservation programs, many of which have been completed. The Code amendments were a high priority but have not yet been completed. The proposed Code amendments would add the new State historic property classifications and references, and would provide for three levels of review for historic properties rather than all requests being reviewed by the Historic Landmarks Commission.



Type I reviews would be approved by staff, the Historic Preservation Officer (HPO), as “over-the-counter” reviews and would be limited to minor alterations that do not impact the historic character of the building. Most of these request are currently reviewed and approved by the HPO for items such as reroofing, mechanical vents on non-primary elevations, foundation and skirting materials, roof and soffit vents, and placement of microwave receiving dishes on non-primary facades. These reviews would not require public notification or comment. Type II reviews would be approved by the Historic Preservation Officer after public notice and a Findings of Fact report has been completed. These would provide the public with opportunity for comment and would include minor alterations to non-primary facades such as construction of outbuildings of less than 200 square feet; reconstruction of decks, stairs, and balustrades; handicap ramps, awnings, skylights, and replacement of non-historic features with a design or material that is more compatible with the historic features. All other requests would be reviewed by the Historic Landmarks Commission as a Type III review under the same procedures as currently used by the HLC. The intent of these changes is to codify some of the simple reviews that are already handled administratively and to ease the burden of reviewing simple projects at the HLC level. This would result in an easier, quicker permit review for applicants making historic preservation less burdensome to property owners and contractors.

The draft amendments were provided to the HLC for discussion and recommendations at the June 18, 2013 meeting. The final draft is scheduled for public hearing before the HLC at its July 16, 2013 meeting with the HLC’s recommendation going to the City Council for a public hearing at their meeting on August 5, 2013 with second reading and potential adoption at their August 19, 2013 meeting.

Other code amendments suggested in the Historic Preservation Plan will be submitted separately. Staff is currently working on a list of historic preservation guidelines that would not be included in the code but would be in a document that would provide applicants with a clear understanding of what types of design and/or materials are expected when working on a historic property. It is hoped that these guidelines will be ready for review by the end of the year.

### III. PUBLIC REVIEW AND COMMENT

#### A. Historic Landmarks Commission

A public notice was mailed to Neighborhood Associations and various agencies on June 21, 2013. In accordance with Section 9.020, a notice of public hearing was published in the Daily Astorian on July 9, 2013. The proposed amendment is legislative as it applies City-wide. Any comments received will be made available at the Historic Landmarks Commission meeting.

#### B. City Council

A public notice will be mailed to Neighborhood Associations and various agencies on July 12, 2013. In accordance with Section 9.020, a notice of public hearing will be published in the Daily Astorian on July 29, 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, a person owning property in the City, or a City resident."*

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. . ."*

Finding: The proposed amendment is to amend the text of the Astoria Development Code Article 6 concerning Historic Properties. The Code is applicable City-wide. Processing as a legislative action is appropriate.

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

1. CP.005(5) concerning General Plan Philosophy and Policy Statement states that local comprehensive plans *"Shall be regularly reviewed, and, if necessary, revised to keep them consistent with the changing needs and desires of the public they are designed to serve."*

Finding: The Historic Properties Ordinance was last updated in 1992. The proposed amendments were included as action items in the Historic Preservation Plan 2008-2012 adopted in January 2008.

2. CP.250(1) concerning Historic Preservation Goals states that *"The City will Promote and encourage, by voluntary means whenever possible, the preservation, restoration and adaptive use of sites, areas, buildings, structures, appurtenances, places and elements that are indicative of Astoria's historical heritage."*

CP.250(3) concerning Historic Preservation Goals states that *"The City will Encourage the application of historical considerations in the beautification of Astoria's Columbia River waterfront."*

CP.250(4) concerning Historic Preservation Goals states that *"The City will Actively involve Astoria's citizens in Astoria's historic preservation effort, including the development of a public information and education program."*

CP.255(1) concerning Historic Preservation Policies states that *"The City will use its Historic Properties Section of the Zoning Ordinance, an educational and technical assistance program, the tax incentives available*

*at the Federal, State, and local levels, and the cooperative efforts of local organizations as the means to protect identified historic buildings and sites.”*

CP.255(2) concerning Historic Preservation Policies states that *“The City will establish procedures for regular financing of historic projects through public and private sources of funds.”*

CP.255(6) concerning Historic Preservation Policies states that *“The City will make available to property owners information and technical advice on ways of protecting and restoring historical values of private property.”*

Finding: The proposed amendment will adopt changes recommended in the Historic Preservation Plan that supports the intention of the Comprehensive Plan (CP) to foster historic preservation through clear Code language, update of the Development Code to improve the historic review process, and provide education to citizens and historic property owners on the preservation program and its benefits. The proposed changes would also implement the new State classifications of historic properties that were recently used in the Adair-Uppertown Historic Inventory. The previous classifications would remain since there are several other adopted inventories that still use those classifications. The Historic Preservation Plan recommends amendments to the Development Code to implement the various aspects of the Plan. Additional recommended amendments in the Plan will be considered separately in the future.

3. CP.200(6) concerning Economic Development Goals states that the City will *“Encourage the preservation of Astoria's historic buildings, neighborhoods and sites and unique waterfront location in order to attract visitors and new industry.”*

CP.205(5) concerning Economic Development Policies states that *“The City encourages the growth of tourism as a part of the economy. Zoning standards which improve the attractiveness of the city shall be considered including designation of historic districts, stronger landscaping requirements for new construction, and Design Review requirements.”*

CP.020(6) concerning Community Growth - Plan Strategy states that *“The City encourages historic preservation generally, the restoration or reuse of existing buildings. However, these structures must be improved in a timely manner.”*

Finding: The Plan recommends Code amendments to provide a simple, quicker process for historic review thereby encouraging historic preservation. It also recommends historic design review that helps maintain the character of Astoria. Design review standards are being drafted under a separate document to allow more flexibility in the future. The Code recognizes the importance of tourism and the impact of inappropriate development within the community.

Finding: The request is consistent with the Comprehensive Plan.

- D. 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 codify policies established through the Historic Preservation Plan for the preservation of historic properties that will be a benefit to the community’s character and economy. The revised Code sections will allow for three levels of historic review providing more administrative permit review that will shorten the time of the review. The opportunity for public input would be preserved in Type II & Type III review with specific parameters for Type I administrative reviews. 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 Historic Landmarks Commission forward the proposed amendment to the City Council for adoption.



**ARTICLE 6**

**HISTORIC PROPERTIES**

6.010. **PURPOSE.**

It is the purpose of the City to promote and encourage the preservation, restoration, rehabilitation, and adaptive use of buildings, structures, appurtenances, objects, sites, and districts that are indicative of Astoria's historical heritage; to carry out certain provisions of the Land Conservation and Development Commission Goal 5 "Open Spaces, Scenic and Historic Areas, and Natural Resources"; to establish a ~~design review~~historic design review process for historic structures, and to assist in providing the means by which property owners may qualify for Federal and State financial assistance programs assisting historical properties.

6.020. **SPECIAL PROVISIONS.**

A. **Signs.**

1. Signs or plaques denoting a historic District, building or site will be permitted in accordance with the sign regulations for the zone in which it is located. Such signs will be of dignified design and positioned in a manner that is compatible with the building or site.
2. Any signs constructed or placed on or in association with a historic building will be reviewed by the Historic Preservation Officer to ensure that they are in scale and relate well to the architectural style of the building.
3. Restoration or reconstruction of historic signs are encouraged and will be reviewed by the Historic Preservation Officer to verify that they are a historic restoration or reconstruction. Any change in design and/or wording is not considered to be a historic sign restoration/reconstruction and would be subject to the Sign Ordinance regulations.

6.030. **HISTORIC DISTRICT ESTABLISHMENT.**

- A. The Historic Landmarks Commission, the City Council, or the owners of at least one-third of the privately owned property within a proposed District may initiate the proceedings for designation of a Historic District. If there is multiple ownership in a property, each consenting owner shall be counted as a fraction equal to the interest the owner holds in that property.

City of Astoria  
Development Code

6.090

A request that an area be designated as a Historic District will be considered by the Historic Landmarks Commission following receipt of a complete application by the Historic Preservation Officer. The Historic Landmarks Commission will transmit its recommendation of the area as a Historic District to the City Council. The City Council shall hold a public hearing in accordance with the procedures set forth in 9.010 through 9.100 except that notices of the hearing date will be mailed only to owners of property lying on or within the boundaries of the proposed District.

Upon receipt of the Historic Landmark Commission's recommendation, the City Council may authorize submittal of a nomination for Historic District status to the State Advisory Committee on Historic Preservation.

6.040. HISTORIC LANDMARK ESTABLISHMENT.

A. Application Procedure.

~~The Historic Landmarks Commission, City Council or a property owner may initiate the proceedings for designation of a Historic Landmark. Upon receipt of a complete application requesting that a building or site be designated historic, the Historic Landmarks Commission shall consider the request. The Historic Landmarks Commission shall hold a public hearing on the request in accordance with the procedures set forth in Article 9.~~

~~The Historic Landmarks Commission may approve, modify or reject such request in accordance with Section 9.030.~~

The application should include the following information as applicable: history of the structure; tenants both residential and commercial; exterior features and materials; alterations to the structure; architect; date of construction; outbuildings; photographs, both historic and current; and any other information available.

B. Existing Listings on the National Register of Historic Places.

For the purposes of Historic Landmark designation, buildings, structures, appurtenances, objects, signs, sites and districts which are listed on the National Register of Historic Places shall be automatically considered a Historic Landmark.

C. Primary, and Secondary, Eligible/Significant, and Eligible/Contributing Classifications.

For the purposes of Historic Landmark designation, buildings, structures, appurtenances, objects, signs, sites and districts which are classified as Primary, or Secondary, Eligible/Significant, or Eligible/Contributing shall be automatically considered a Historic Landmark.

D. Procedures.

Upon receipt of a complete application requesting that a building, structure, appurtenance, object, sign, or site be designated historic, the Historic Landmarks Commission shall consider the request. The Historic Landmarks Commission shall hold a public hearing on the request in accordance with the procedures set forth in Article 9.

The Historic Landmarks Commission may approve, modify or reject such request in accordance with Section 9.030 based on the criteria in Section 6.040.E.

E. Criteria for Historic Landmark Designation.

The Historic Landmarks Commission shall consider and weigh the following criteria in making a determination of potential historic significance:

1. Physical Integrity.

Property is essentially as constructed on original site. Sufficient original workmanship and material remain to serve as instruction in period fabrication.

2. Architectural Significance.

Rarity of type and/or style. Property is a prime example of a stylistic or structural type, or is representative of a type once common and is among the last examples surviving in the City. Property is a prototype or significant work of an architect, builder, or engineer noted in the history of architecture and construction.

3. Historical Significance.

Property is associated with significant past events, personages, trends or values and has the capacity to evoke one or more of the dominant themes of national or local history.

4. Importance to Neighborhood.

Property's presence contributes and provides continuity in the historical and cultural development of the area.

5. Symbolic Value.

Through public notice, interest, sentiment, uniqueness or other factors, property has come to connote an ideal, institution, political entity or period.



6. Chronology.

Property was developed early in the relative scale of local history or was early expression of type/style. The age of the building, structure, site, or object should be at least 50 years, unless determined to be of exceptional significance.

7. The request shall be consistent with the applicable goals and policies of the Comprehensive Plan.

6.050. EXTERIOR ALTERATION.

A. Exemptions.

Nothing in this Section shall be construed to prevent ordinary maintenance of a structure listed or identified as a Historic Landmark ~~or as Primary or Secondary~~ as described in Section 6.040. The following are considered to be normal maintenance and repair and are not subject to this Section including, but not limited to:

1. Replacement of gutters and downspouts, or the addition of gutters and downspouts, using materials that match those that were typically used on similar style buildings.;
2. Repairing, or providing a new foundation that does not result in raising or lowering the building elevation more than one foot unless the foundation materials and/or craftsmanship contribute to the historical and architectural significance of the landmark.;
3. Replacement of wood siding, when required due to deterioration of material, with wood material that matches the original siding in size, dimension, and material.;
4. Repair and/or replacement of roof materials with the same kind of roof materials existing, or with materials which are in character with those of the original roof.;
5. Application of storm windows made with wood, bronze or flat finished anodized aluminum, or baked enamel frames which complement or match the color detail and proportions of the building.;
6. Replacement of existing sashes with new sashes, when using material which is consistent with the original historic material, dimensions, and appearance.; and
7. Painting and related preparation.

8. Installation of decorative stained and/or leaded glass in existing windows.

9. Fences, retaining walls, and/or landscaping features unless the existing features are noted in the historic designation as contributing features to the historic property.

B. Certificate of Appropriateness.

Unless otherwise exempted, no person, corporation, or other entity shall change, add to, or modify a building, structure, appurtenance, object, sign, or site structure or site in such a way as to affect its exterior appearance, if such structure is listed or identified as a Historic Landmark ~~or as Primary or Secondary~~ as described in Section 6.040 without first obtaining a Certificate of Appropriateness.

In obtaining a Certificate of Appropriateness, the applicant shall file an application on a form furnished for that purpose with the Community Development Department.

C. Type I Certificate of Appropriateness - Criteria for Immediate Approval.

Projects that are limited in scope or minor alterations that meet the criteria listed below are classified as Type I Certificate of Appropriateness permits. Historic Design review performed by the Historic Preservation Officer or designee shall be administrative and shall not require public hearing nor public notice.

1. The Historic Preservation Officer shall review and approve the following Type I permit exterior alteration requests if:

a. There is no change in historic character, appearance or material composition from the existing structure or feature; or

b. The proposed alteration duplicates the affected building features as determined from a photograph taken during either the Primary or Secondary development periods, original building plans, or other evidence of original building features; or

c. The proposed alteration is required for the public safety due to an unsafe or dangerous condition; or

d. The proposed alteration relates to signage in scale to the architectural style of the building.

2. In addition to the Type I permit reviews listed in Section 1 above, the Historic Preservation Officer shall review and approve the following Type I permit requests if it meets the following:

a. Criteria.

- 1) Located on the rear or interior side yard, not adjacent to a public right-of-way, except as noted below; and/or
- 2) Reconstruction and/or replacement of porch and/or stairs on any elevation; and/or
- 3) Will not result in an increase in building footprint or envelope except for mechanical venting.

b. Type I Permit Requests:

- 1) Installation of mechanical equipment and venting located on other than the primary facade or street scape, or of less than one square foot if located on a non-primary facade street side. Ground mounted equipment shall be screened from view to the maximum extent practicable if visible from a City right-of-way.
- 2) Installation of contemporary composite material on the flat decking area of porches, decks, and/or stair treads.
- 3) Replacement of roofing material as follows:
  - a) With similar material and/or composition shingles.
  - b) Flat roofing not visible from the street scape may be a contemporary material.
  - c) Original roof wood shingle or shakes, should be maintained in place whenever possible. Composition roofing is allowed as a substitute for wood shingles in a complete replacement.
  - d) Original roof tile, slate, or rolled composition roofing should be maintained in place whenever possible. Imitation slate and wood are allowed as a substitute for original materials in a complete replacement.
- 4) Removal of an utilitarian chimney that is not a character defining feature.
- 5) Replacement of skirting material with fiber cement material or other compatible contemporary material.

- 6) Installation of roof and/or soffit vents.
- 7) Replacement of existing columns with similar design and dimension of contemporary material other than vinyl material.
- 8) Installation of television microwave receiving dish.
- 9) Construction of stairs and railings on any elevation that are not attached to a building.

~~All other requests shall be reviewed by the Historic Landmarks Commission.~~

D. Type II Certificate of Appropriateness - Administrative Review

Projects that are limited in scope or minor alterations that meet the criteria below are classified as Type II Certificate of Appropriateness permits. Historic Design review performed by the Historic Preservation Officer or designee shall be administrative and shall not require public hearing before the Historic Landmarks Commission. These reviews shall be considered as a limited land use decision and shall require a public notice and opportunity for appeal in accordance with Article 9 of the Astoria Development Code.

The Historic Preservation Officer shall review and approve the following Type II permit requests if it meets the following:

1. Criteria.

- a. Located on the rear or interior side yard, not adjacent to a public right-of-way, except as noted below; and/or
- b. Reconstruction and/or replacement of porch and/or stairs on any elevation; and/or
- c. May result in an increase in building footprint of no more than 10%, and will not result in an increase in building envelope except for mechanical venting.

2. Type II Permit Requests:

- a. Construction of outbuildings or enclosures (less than 200 square feet).
- b. Awnings on residential property.
- c. Awnings on any elevation of a commercial property.

d. Handicap accessible ramps on any elevation.

e. Reconfiguration with not more than 10% increase in footprint, and/or reconstruction of existing decks or porches with similar materials and/or with a change in materials.

f. Reconstruction of existing stairs and balustrades with a historic design.

g. Replacement and/or reconfiguration of basement windows on any elevation.

h. Installation of flat mounted skylight located on other than the primary facade or street scape.

i. Changes to fences, retaining walls, and/or landscaping features that are noted in the historic designation as contributing features to the historic property.

j. Replacement of non-historic features such as aluminum or vinyl windows or siding, steel or fiberglass doors, etc. with a design, size, and material that is consistent with the existing historic features of the structure.

k. Removal of a chimney that is considered as a character defining feature as noted in the historic designation.

l. Solid waste disposal area enclosure.

m. Construction of stairs and railings on any elevation that are attached to a building.

E. Type III Certificate of Appropriateness – Historic Landmarks Commission Review

Projects that do not meet the criteria for a Type I or Type II review are classified as Type III Certificate of Appropriateness permits. Historic Design review performed by the Historic Landmarks Commission based upon the standards in the Development Code shall be considered discretionary and shall require a public hearing, notice, and opportunity for appeal in accordance with Article 9 of the Astoria Development Code.

F. Historic Landmarks Commission Historic -Design Review Criteria.

Type II and Type III Certificate of Appropriateness These exterior alteration requests not meeting the conditions for immediate approval shall be reviewed by the Historic Landmarks Commission or Historic Preservation Officer as indicated in Section 6.050 following receipt of a complete application.

The following standards, in compliance with the Secretary of the Interior's Standards for Historic Preservation, shall be used to review Type II and Type III exterior alteration requests. The standards summarized below involve the balancing of competing and conflicting interests. The standards are ~~not intended to be an exclusive list~~, but are to be used as a guide in the Historic Landmark Commission's deliberations and/or the Historic Preservation Officer's decision.

1. Every reasonable effort shall be made to provide a compatible use for a property which requires minimal alteration of the building, structure, or site and its environment, or to use a property for its originally intended purpose.
2. The distinguishing original qualities or character of a building, structure, or site and its environment shall not be destroyed. The removal or alteration of any historic material or distinctive architectural features should be avoided when possible.
3. All buildings, structures, and sites shall be recognized as products of their own time. Alterations that have no historical basis and which seek to create an earlier appearance shall be discouraged.
4. Changes which may have taken place in the course of time are evidence of the history and development of a building, structure, or site and its environment. These changes may have acquired significance in their own right, and this significance shall be recognized and respected.
5. Distinctive stylistic features or examples of skilled craftsmanship which characterize a building, structure, or site shall be treated with sensitivity.
6. Deteriorated architectural features shall be repaired rather than replaced, wherever possible. In the event replacement is necessary, the new material should match the material being replaced in composition, design, color, texture, and other visual qualities. Repair or replacement of missing architectural features should be based on accurate duplications of features, substantiated by historic, physical, or pictorial evidence rather than on conjectural designs or the availability of different architectural elements from other buildings or structures.
7. The surface cleaning of structures shall be undertaken with the gentlest means possible. Sandblasting and other cleaning methods that will damage the historic building materials shall not be undertaken.
8. Every reasonable effort shall be made to protect and preserve archaeological resources affected by or adjacent to any project.

City of Astoria  
Development Code

6.090

9. Contemporary design for alterations and additions to existing properties shall not be discouraged when such alterations and addition do not destroy significant historical, architectural, or cultural material, and such design is compatible with the size, scale, color, material, and character of the property, neighborhood or environment.
10. Wherever possible, new additions or alterations to structures shall be done in such a manner that if such additions or alterations were to be removed in the future, the essential form and integrity of the structure would be unimpaired.

6.070. NEW CONSTRUCTION.

A. Certificate of Appropriateness.

No person, corporation, or other entity shall construct a new structure adjacent to or across a public right-of-way from a Historic Landmark ~~or a structure identified as Primary or Secondary~~ as described in Section 6.040, without first obtaining a Certificate of Appropriateness from the Historic Landmarks Commission.

In obtaining a Certificate of Appropriateness as required above, the applicant shall file an application on a form furnished for that purpose with the Community Development Department.

B. Historic Landmarks Commission Historic Design Review Criteria.

A request to construct a new structure shall be reviewed by the Historic Landmarks Commission following receipt of the request. In reviewing the request, the Historic Landmarks Commission shall consider and weigh the following criteria:

1. The design of the proposed structure is compatible with the design of adjacent historic structures considering scale, style, height, architectural detail and materials.
2. The location and orientation of the new structure on the site is consistent with the typical location and orientation of adjacent structures considering setbacks, distances between structures, location of entrances and similar siting considerations.

6.080. DEMOLITION AND MOVING.

A. Certificate of Appropriateness.

No person, firm, or corporation shall move, demolish, or cause to be demolished any structure listed or identified as a Historic Landmark ~~or as a Primary or Secondary~~ as described in Section 6.040 without first obtaining a Certificate of Appropriateness.

In obtaining a Certificate of Appropriateness, the applicant shall file an application on a form provided for that purpose with the Community Development Department.

**B. Criteria for Immediate Approval.**

The Historic Preservation Officer shall issue a Certificate of Appropriateness for moving or demolition if any of the following conditions exist:

1. The structure has been damaged in excess of 70% of its assessed value by fire, flood, wind, or other natural disaster or by vandalism; or
2. The Building Official finds the structure to be an immediate and real threat to the public health, safety and welfare.

All other requests will be reviewed by the Historic Landmarks Commission.

**C. Historic Landmarks Commission Review Criteria.**

Those demolition/moving requests not meeting the conditions for immediate approval shall be reviewed by the Historic Landmarks Commission following receipt of an applicant's request. In reviewing the request, the Historic Landmarks Commission shall consider and weigh all of the following criteria:

1. The structure cannot be economically rehabilitated on the site to provide a reasonable income or residential environment compared to structures in the general area.
2. There is demonstrated public need for a new use, if any is proposed, which outweighs the benefit which might be served by preserving the subject building(s) on the site due to the building's contribution to the overall integrity and viability of the historic district.
3. The proposed development, if any, is compatible with the surrounding area considering such factors as location, use, bulk, landscaping, and exterior design.
4. If the building is proposed to be moved, the new site and surrounding area will benefit from the move.

Any review shall be completed and a decision rendered within 75 days of the date the City received a complete application. Failure of the Historic Landmarks Commission to meet the time lines set forth above shall cause the request to be referred to the City Council for review. All actions of the Historic Landmarks Commission can be appealed



to the City Council. The Historic Landmarks Commission will follow the procedural requirements set forth in Article 9.

D. Conditions for Demolition Approval.

As a condition for approval of a demolition permit, the Historic Landmarks Commission may:

1. Require photographic documentation, and other graphic data or history as it deems necessary to preserve an accurate record of the resource. The historical documentation materials shall be the property of the City or other party determined appropriated by the Commission.
2. Require that the property owner document that the Historic Preservation League of Oregon or other local preservation group has given the opportunity to salvage and record the resource within 90 days.

E. Appeal - Extension of Review Period.

On appeal or referral, the City Council may extend the review period for demolition/moving requests a maximum of an additional 120 days from the date of receipt of an application upon a finding that one of the following conditions exists:

1. The applicant has not submitted sufficient information to determine if an immediate demolition or moving should be allowed.
2. There has been little or no activity, within a reasonable amount of time, by the permit applicant to explore other viable alternatives.
3. There is a project under way which could result in public or private acquisition of the historic building or site and the preservation or restoration of such building or site, and that there is reasonable grounds to believe that the program or project may be successful.

If, at the end of an extended review period, any program or project is demonstrated to the City Council to be unsuccessful and the applicant has not withdrawn his/her application for a moving or demolition permit, the Community Development Director shall issue the permit if the application otherwise complies with the code and ordinances of the City.

F. Exception.

In any case where the City Council has ordered the removal or demolition of any structure determined to be dangerous, nothing contained in this chapter shall be

construed as making it unlawful for any person without prior approval of the Historic Landmarks Commission, pursuant to this chapter, to comply with such order.

6.090. ADMINISTRATIVE PROCEDURES.

- A. The Historic Landmarks Commission and/or Historic Preservation Officer will follow the procedural requirements set forth in Article 9 with regard to application, public notice, quasi-judicial public hearing procedure, appeals, action on applications, filing fees, and additional costs.
- B. In the consideration of an exterior alteration, demolition or moving request, the Historic Landmarks Commission and/or Historic Preservation Officer will approve or deny the request or recommend changes in the proposal which would enable it to be approved. -The property owner will be notified of the Historic Landmarks Commission's and/or Historic Preservation Officer's decision within 10 working days of the date of action. The applicant may resubmit proposals for which changes have been recommended by the Historic Landmarks Commission.
- C. In approving an exterior alteration, demolition or moving request, the Historic Landmarks Commission and/or Historic Preservation Officer may attach conditions which are appropriate for the promotion and/or preservation of the historic or architectural integrity of the structure, appurtenance, object, site, or district. All decisions to approve, approve with conditions, or deny shall specify the basis of the decision. A decision of the Historic Preservation Officer may be appealed to the Historic Landmarks Commission. A Such decisions of the Historic Landmarks Commission may be appealed to the City Council.

ITEM 4(c):

A 13-03 Amendment A 13-03 by Brett Estes, Community Development Director, City of Astoria, to amend Development Code Article 6, Historic Properties, to include the new State classification terms for historic properties; to establish Type I, II, and III permit levels of review to allow more administrative review, City Wide. Staff recommends that the Historic Landmarks Commission forward the amendment to the City Council for adoption.

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

Planner Johnson presented the Staff report along with additional amendments that she made after the meeting packets were distributed. Copies of the amendments, which were based on Commissioner comments over the last few days, were distributed to the HLC.

- She explained that in response to Commissioner comments, Staff worked to tighten up some of the more subjective Code sections that did not have clear and concise criteria so they were more in line with land use regulations. She reviewed some of the new Code changes with these comments:
  - Criteria were added for Historic Designation. These criteria, which were taken from the evaluation sheet used when doing historic designations, must be in compliance with the Comprehensive Plan.
  - Section 6.050.C.2 regarding Type I permits was amended to clarify that criteria must be addressed.
    - In Section 6.050.C.2(a)(1), the term "highly visible" which is discretionary, has been removed. Language was also added stating, "Mechanical equipment or other items on a street elevation may be up to one square foot." Therefore, anything larger would have a more detailed review.
    - Section 6.050.C.2(a)(3) was amended to state, "Will not result in an increase in the envelope." Envelope is now defined as the exterior of the enclosed building, which would exclude decks and stairs.
    - In Section 6.050.C.2(f), the reference to E-11 skirting was removed as it is a product name brand. Because more modern buildings are coming in that may have used more contemporary materials, language was added stating, "Skirting must be compatible with the structure."
  - Section 6.050.D clarified that all of the criteria must be met and the first sentence amended to state, "Projects that are limited in scope or an alteration of less than 10% of the footprint that meets the criteria below are classified as Type II Certificate of Appropriateness permits." Footprint is defined to include all structures built 12 inches above grade; therefore, footprint would include stairs, decks, and anything on the outside of the building.
    - Type II permits come before the Historic Preservation Officer for review and allow for up to a 10% increase in footprint on the rear or non-visible elevations. Additionally, the envelope of the building cannot be increased.
  - Section 6.050.D.2(e) was amended to allow the Historic Preservation Officer to review changes to an existing, non-conforming deck of less than 10%; otherwise, changes will come to the HLC.
  - Section 6.050.D.2(j) was amended to allow a Type II review through the Historic Preservation Officer for improvements, including new design, size or material, that are consistent with existing historic features, including those that are an improvement compared to what currently exists. Currently, the Code requires any proposals that are a historical improvement to come before the HLC.
    - Public review will still be required.
    - "Consistent with" is now defined, per the Historic Preservation Ordinance, as, "Similar to the original historic feature in design, size, and raw material, or would meet the commonly acceptable intent of the original feature." Department of Land Conservation and Development (DLCD) representative Patrick Wingard advised Staff that this definition would be appropriate to remove the discretionary element while still provide flexibility.
  - In Section 6.050.F, a sentence was deleted from the second paragraph about the criterion/guidelines/standards for exterior alteration is not an exclusive list as this opens up the number of things that can be reviewed.
- Staff recommends that the HLC forward the proposed amendments to the City Council with a recommendation for approval.

- Additional correspondence has been received that is not contained in the packet; a letter from George McCartin citing concerns with solar energy and requesting that the HLC require disclosure of historic designations as part of real estate transactions.
- She explained that concerns regarding solar energy will be addressed under a separate Code amendment. A solar energy code will be presented to the Astoria Planning Commission in the next few months for consideration and recommendation to City Council. The proposed code includes criteria for applying solar energy to historic properties. These criteria, which are based on National Park Service and State Historic Preservation Office recommendations regarding applications of solar energy, were reviewed by the HLC in 2012.
- Real estate laws require disclosure of any information that is known about a property. However, some realtors and property owners are unaware of historic designations. State law prohibits the addition of historic designation to the deed or the assessor records. The City is currently working toward getting the new Geographic Information System (GIS), which would note the historic designations of each property, on the City's website and therefore, accessible to all realtors, property owners, and citizens. The City cannot require or codify that realtors advise about historic designations.

Commissioner Osterberg understood Mr. McCartin was requesting that installing solar panels on a historic structure be made easier for homeowners. He asked where solar panels were referenced in the ordinance. Planner Johnson reiterated that a separate solar ordinance addressing the installation of solar panels on historic structures would come before the HLC and Planning Commission for review and adoption separately. The solar ordinance has not been finalized and Staff did not want to postpone the amendments currently being proposed.

Commissioner Osterberg noted that Oregon State Law regulates real estate transaction disclosures. Neither the HLC nor City Council can require disclosure of historic designations. He asked for clarification of the terms "design review" and "historic design review." Planner Johnson replied that both terms, as used in Article 6 of the Development Code, refer to historic properties. Article 14 of the Development Code regards non-historic design review codes, which fall under the jurisdiction of the Design Review Committee. Commissioner Osterberg suggested the term "historic" be added to "design review", "design review criteria" and "design review process" throughout Article 6. City Attorney Henningsgaard agreed, noting other examples. Consistency with the language will make the Code more clear that it only refers to historic properties. Commissioner Osterberg suggested that Staff update the language prior to presenting the Code amendment to City Council.

President Gunderson opened public testimony for the hearing, noting that presentation of the Staff report served as the Applicant's presentation. She 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.

President Gunderson appreciated Commissioner Osterberg's suggestion and favored forwarding the amendments to City Council for approval. Commissioner Stanley appreciated the reduction of bureaucracy. Commissioner Osterberg added that he appreciates the amendments as other jurisdictions have had success with the Type I, II, and III process. Some property owners may believe the new process is more cumbersome. However, Staff can easily explain the simplicity and cost savings of the new process. Staff's consideration of the entire ordinance was very thorough and comprehensive.

Vice President Dieffenbach supported the amendments. Several of the issues addressed by the amendments have been discussed over the years and it is good to see them revised and placed in the Code. Commissioner Burns said he supports any changes that simplify the process, so he supports the amendments. President Gunderson agreed the amendments make the process more user-friendly.

Commissioner Osterberg moved that the Historic Landmarks Commission adopt the Findings and Conclusions contained in the Staff report with the clarifications and amendments presented by Planner Rosemary Johnson, approve Amendment A 13-03 as requested by Brett Estes, Community Development Director, City of Astoria to amend Development Code Article 6, Historic Properties and forward the revised amendment to City Council for adoption; seconded by Commissioner Burns. Motion passed unanimously.

Planner Johnson announced the amendments were scheduled for public hearing at the August 5, 2013 City Council meeting.



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

July 29, 2013

**MEMORANDUM**

TO: MAYOR AND CITY COUNCIL

FROM:  PAUL BENOIT, CITY MANAGER

SUBJECT: 11<sup>TH</sup> STREET CSO SEPARATION PROJECT – PAY ADJUSTMENT NO. 2

**DISCUSSION/ANALYSIS**

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

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

8<sup>th</sup> St. from Commercial to Niagara  
9<sup>th</sup> St. from Duane to Harrison  
10<sup>th</sup> St. from Duane to Jerome  
11<sup>th</sup> St. from Exchange to Irving

12<sup>th</sup> St. from Exchange to Kensington  
Irving Ave from 11<sup>th</sup> St. to 12<sup>th</sup> St.  
9<sup>th</sup> St. from Marine Dr. to the outfall

In March, Council awarded the construction contract to Tapani, Inc. for the bid amount of \$5,717,177. Staff recommended and incorporated a 15% contingency on this project due to the scope, scale, and potential for encountering unknown conditions during construction. The construction contingency of 15% is \$857,577.

Pay adjustment No. 1 for \$4,391.37 was for additional costs early in the construction project that included changes to the 8<sup>th</sup> St and Commercial intersection striping required by ODOT and adjustments due to existing field conditions. Detailed descriptions of the changes are attached.

Pay adjustment No. 2 for \$35,877.10 is extra costs incurred by the City due to CenturyLink conflicts on the 11<sup>th</sup> St CSO Separation project. There are a number of reasons for these conflicts including uncharacterized conduits, duct banks and vaults during design and unmarked or inaccurately marked utilities during design and construction. The costs include extra work to confirm location of utilities by potholing, standby costs, re-coring manholes to adjust grades, and adjustments to water, storm and sanitary sewer line locations and grades.

City staff is working with the City Attorney to prepare the necessary documentation to submit a claim to CenturyLink for these additional costs. It is possible that more costs could be incurred as construction will be ongoing through the end of the year. City staff will track these costs to be

included in the claim. There have also been costs associated with redesign and additional inspection services through Gibbs & Olson due to the CenturyLink conflicts that are expected to be included in the claim.

Following is a summary of the pay adjustments:

Pay Adjustment	Amount	Contract Amount	Contingency Balance	Contingency Balance Percentage
		\$5,717,177.00	\$857,577.00	100%
1	\$4,391.37	\$5,721,568.37	\$853,185.63	99%
2	\$35,877.10	\$5,757,445.47	\$817,308.53	96%

Staff has been working in close coordination with Tapani to keep the public informed of the project schedule as the work zones change throughout the duration of the project. Operational completion of this project must occur by December 1, 2013 according to the Amended Stipulation and Final Order signed by the City and DEQ.

#### **RECOMMENDATION**

It is recommended that the City Council authorize Pay Adjustment #2 for the 11<sup>th</sup> Street CSO Separation project for \$35,877.10. Funds are available for this project through IFA funding and reimbursed by CenturyLink.

Submitted By: \_\_\_\_\_  
Ken P. Cook, Public Works Director

Prepared By:   
Cindy D. Moore, City Support Engineer



**Astoria**  
**ENGINEERING**  
**DIVISION**

**CHANGE ORDER #1**

DATE: May 8, 2013  
PROJECT: 11<sup>th</sup> St CSO Separation  
CONTRACTOR: Tapani, Inc.

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

Item	Description	Quantity	Unit Cost	Total Cost
A	Lease costs for Staging Area	1 LS	\$900.00	\$900.00
B	Hicks Striping and Curbing	1 LS	\$1,782.62	\$1,782.62
C	Deepening of CB and MH inverts (NW Natural)	1 LS	\$531.25	\$531.25
D	Deepening of CB and MH inverts (Century Link)	1 LS	\$1,035.00	\$1,035.00
E	Changes to finished grade elevations of MHs	1 LS	\$142.50	\$142.50
Change Order Total =				\$4,391.37

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

**EXPLANATION:**

See attached documentation.

**CHANGE ORDER ACCEPTED BY:**

*Linda Moore* 3/10/13  
City Support Engineer Date

*Ken P. Cook* 5/13/13  
Public Works Director Date

*Paul Berg* 5/13/2013  
City Manager Date

# City of Astoria

# Change Order

Page 1 of 2

Contract Change Order No. 01

Contract Name 11<sup>th</sup> Street CSO Separation Project    Orig. Contract Amt.    \$ 5,717,177.00    Days  
 Contract No. 680736    Prev. Appvd. Changes \$    Days  
 Contractor Tapani, Inc.    This Change    \$ 4,391.37    Days  
 Owner City of Astoria    Revised Contract Amt. \$ 6,721,668.37    Days

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

Description of Changes	Increase In Contract Amount (\$)	(Decrease) In Contract Amount (\$)	Contract Time Extension (days)
A. PCO No. 2: Lease costs for Staging Area west of 10 <sup>th</sup> St. between Irving and Jerome.	\$900.00		
B. PCO No. 3: Hicks Striping and Curbing: Additional crosswalk pavement bars.	\$1,782.62		
C. PCO No. 9: Deepening of CB and MH invert elevations to avoid replacing conflicting NW Natural gas lines.	\$531.26		
D. PCO No. 10: Deepening of CB and MH invert elevations to avoid replacing conflicting Century Link communications duct bank.	\$1,036.00		
E. PCO No. 11: Changes to design finished grade elevations of SS Manholes.	\$142.50		
<b>Totals</b>	<b>\$4,391.37</b>		
<b>Net change in contract amount increase or (decrease)</b>	<b>\$4,391.37</b>		

The amount of the contract will be increased (decreased) by the sum of \$ 4,391.37 and the contract time shall be extended by -0- calendar days. The undersigned Contractor approves the foregoing Change Order as to the changes, if any, in the contract price specified for each item including any and all supervision costs and other miscellaneous costs relating to the change in work, and as to the extension of time allowed, if any, for completion of the entire work on account of said Change Order. The Contractor agrees to furnish all labor and materials and perform all other necessary work, inclusive of the directly or indirectly related to the approved time extension, required to complete the Change order items. This document will become a supplement of the contract and all provisions will apply hereto. It is understood that the Change Order shall be effective when approved by the Owner.



Recommended: *[Signature]* /Construction Manager  
(Signature)

Date: 05/07/2013

Accepted: *[Signature]* P.M. /Contractor  
(Signature)

Date: 5/6/2013

Approved: *[Signature]* /Owner  
(Signature)

Date: 5/7/2013

Contract Change Order No. 01

Date 3 May, 2013

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

Contractor Tapani, Inc. Owner City of Astoria

### Change Order No. 01-A

- A. Description of Change: Lease costs for Staging Area west of 10<sup>th</sup> St. between Irving and Jerome.
- B. Reason for Change: Discrepancy on Contract Drawings. Contractor rightly bid project assuming City would obtain Staging Area for use by Contractor.
- C. Alternatives Considered: City negotiate with property owner for Staging Area use.
- D. Impact of Non-incorporation: Potential Claim from Contractor.

### Change Order No. 01-B

- A. Description of Change: Hicks Striping and Curbing: Additional crosswalk pavement bars at 8<sup>th</sup>/Commercial.
- B. Reason for Change: ODOT required change.
- C. Alternatives Considered: None
- D. Impact of Non-incorporation: ODOT withholding project cost participation.

### Change Order No. 01-C

- A. Description of Change: Deepening of CB lateral/invert and MH invert elevations to avoid replacing conflicting NW Natural gas lines.
- B. Reason for Change: Request by NW Natural.
- C. Alternatives Considered: NW Natural replacing its gas lines to avoid conflicts.
- D. Impact of Non-incorporation: More costly solution and potential impacts to Contractor's schedule and costs.

### Change Order No. 01-D

- A. Description of Change: Deepening of CB lateral/invert and MH invert elevations to avoid replacing conflicting Century Link communications duct bank.
- B. Reason for Change: Request by Century Link.
- C. Alternatives Considered: Century Link lowering its duct bank to avoid conflicts.
- D. Impact of Non-incorporation: More costly solution and potential impacts to Contractor's schedule and costs.

### Change Order No. 01-E

- A. Description of Change: Changes to design finished grade elevations of SS Manholes.
- B. Reason for Change: Small discrepancies between Design elevations and field elevations.
- C. Alternatives Considered: None
- D. Impact of Non-incorporation: Non-incorporation not an option.

Signed

*[Handwritten Signature]*  
Const Mgr.

Contract Change Order No. 02

Date 26 July, 2013

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

Contractor Tapani, Inc. Owner City of Astoria

**Change Order No. 02-A through I**

- A. Description of Change: Extra work because of conflicts with Century Link duct banks and conduits including potholing to confirm location, standby costs, re-coring a manhole, and adjustments to water, storm and sanitary sewer line locations and grades.
- B. Reason for Change: Unmarked or inaccurately marked Century Link duct banks and conduits.
- C. Alternatives Considered: Wait for Century Link to relocate its duct banks and conduits.
- D. Impact of Non-incorporation: Significant higher costs to Tapani for standby time and delay of Project completion.

Signed \_\_\_\_\_

# City of Astoria

# Change Order

Page 1 of 2

Contract Change Order No. 02

Contract Name 11<sup>th</sup> Street CSO Separation Project Orig. Contract Amt. \$ **5,717,177.00** Days  
 Contract No. 560736 Prev. Appvd. Changes \$ **4,391.37** Days  
 Contractor Tapani, Inc. This Change \$ **35,877.10** Days  
 Owner City of Astoria Revised Contract Amt. \$ **5,757,445.47** Days

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

Description of Changes	Increase in Contract Amount (\$)	(Decrease) in Contract Amount (\$)	Contract Time Extension (days)
A. Potholing of Century Link facilities at 10 <sup>th</sup> and Exchange at direction of City	\$3,049.06		
B. Conflict with Century Link duct bank not shown on Drawings as MH 205	\$269.81		
C. Conflict with Century Link duct bank on 8 <sup>th</sup> Street at approximate Sta. 33+52	\$1,803.36		
D. Conflict with Century Link conduit requiring trench grade adjustment from Sta. 31+48 to 31+88	\$820.33		
E. Standby time for design adjustment for Century Link conduit not shown on Drawings at MH 202	\$437.89		
F. Conflict with deteriorated Century Link vault at 8 <sup>th</sup> and Exchange	\$20,831.13		
G. Re-cored MH-208 at 10 <sup>th</sup> and Franklin to allow storm drain pipe to be installed under Century Link phone duct	\$474.41		
H. Storm drain modifications at 10 <sup>th</sup> and Irving due to Century Link duct bank conflicts	\$1,979.31		
I. Conflict with Century Link duct bank at 11 <sup>th</sup> and Exchange requiring changes to manholes and catch basins	\$6,211.80		
<b>Totals</b>	<b>\$35,877.10</b>		
<b>Net change in contract amount increase or (decrease)</b>	<b>\$35,877.10</b>		

The amount of the contract will be increased (decreased) by the sum of \$ 35,877.10 and the contract time shall be extended by -0- calendar days. The undersigned Contractor approves the foregoing Change Order as to the changes, if any, in the contract price specified for each item including any and all supervision costs and other miscellaneous costs relating to the change in work, and as to the extension of time allowed, if any, for completion of the entire work on account of said Change Order. The Contractor agrees to furnish all labor and materials and perform all other necessary work, inclusive of the directly or indirectly related to the approved time extension, required to complete the Change order items. This document will become a supplement of the contract and all provisions will apply hereto. It is understood that the Change Order shall be effective when approved by the Owner.

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

Accepted: \_\_\_\_\_ /Contractor Date: \_\_\_\_\_  
(Signature)

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



**Astoria**  
**ENGINEERING**  
**DIVISION**

**CHANGE ORDER #2**

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DATE: July 29, 2013  
PROJECT: 11<sup>th</sup> St CSO Separation  
CONTRACTOR: Tapani, Inc.

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

Item	Description	Quantity	Unit Cost	Total Cost
	Extra work due to CenturyLink conflicts (see attached itemized list)	1 LS	\$35,877.10	\$35,877.10
Change Order Total =				\$35,877.10

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

**EXPLANATION:**

See attached documentation.

**CHANGE ORDER ACCEPTED BY:**

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

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

\_\_\_\_\_  
City Manager      Date

\_\_\_\_\_  
Mayor      Date



July 29, 2013

**MEMORANDUM**

TO: MAYOR AND CITY COUNCIL

FROM:  PAUL BENOIT, CITY MANAGER

SUBJECT: **11<sup>TH</sup> STREET CSO SEPARATION PROJECT – PAY ADJUSTMENT NO. 3**

**DISCUSSION/ANALYSIS**

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

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

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

In March, Council awarded the construction contract to Tapani, Inc. for the bid amount of \$5,717,177. Staff recommended and incorporated a 15% contingency on this project due to the scope, scale, and potential for encountering unknown conditions during construction. The construction contingency of 15% is \$857,577.

Pay adjustment No. 3 for \$69,521.82 includes a variety of changes that are itemized below:

A. Additional cost for drop manhole in lieu of standard manhole	\$1,061.71	
B. 8-inch waterline cross and gate valve at 12 <sup>th</sup> St and Franklin to facilitate future waterline upgrades	\$1,279.18	
C. Catch basin and manhole adjustments for field conditions on 8 <sup>th</sup> St		(\$263.00)
D. Catch basin adjustments on 9 <sup>th</sup> , 10 <sup>th</sup> , 11 <sup>th</sup> and 12 <sup>th</sup> Streets for field conditions	\$637.50	
E. Additional sewer manhole and pipe at 10 <sup>th</sup> St and Harrison	\$6,892.11	
F. Potential hazardous material testing, disposal and cleanup for material within 9 <sup>th</sup> St outfall pipe	\$48,853.41	
G. Deletion of requirement to mandrel test HDPE pipe		(\$800.00)
H. Change sanitary service line connections on HDPE pipe to electrofusion saddles in high ground deformation areas	\$10,975.20	
I. Extra work associated with a gas line conflict	\$885.71	

The largest line item in this change order is for potential hazardous material testing, disposal and cleanup for an oily substance that was discovered in the waste generated from cleaning the 9<sup>th</sup> St outfall. During design and preliminary investigations, part of the 9<sup>th</sup> St outfall pipe could not be inspected by TVing because the pipe was blocked from both directions. Prior to pipe bursting, the contractor repaired a known broken piece of the pipe and then cleaned the pipe. After cleaning the pipe, the debris was deposited at an approved disposal site where the oily substance was first discovered. Unfortunately, the oily substance contaminated additional material when it was unloaded at the disposal site. Following proper protocols, a sample of the unknown material was sent off to be tested and the disposal site was immediately cleaned up. Test results indicated the material was a non-hazardous petroleum product. Based on further investigation, it appeared the petroleum product was only located in the small section of isolated 9<sup>th</sup> St outfall pipe and had not gotten into the surrounding soil at this location. The total cost for this effort was \$48,853.41, which primarily consisted of disposal of the contaminated material.

Other work associated with this change order was due to adjustments for field conditions and changes that benefit the operation and maintenance of the system.

Following is a summary of the pay adjustments:


Pay Adjustment	Amount	Contract Amount	Contingency Balance	Contingency Balance Percentage
		\$5,717,177.00	\$857,577.00	100%
1	\$4,391.37	\$5,721,568.37	\$853,185.63	99%
2	\$35,877.10	\$5,757,445.47	\$817,308.53	96%
3	\$69,521.82	\$5,826,967.29	\$747,786.71	91%

Staff has been working in close coordination with Tapani to keep the public informed of the project schedule as the work zones change throughout the duration of the project. Operational completion of this project must occur by December 1, 2013 according to the Amended Stipulation and Final Order signed by the City and DEQ.

### **RECOMMENDATION**

It is recommended that the City Council authorize Pay Adjustment #3 for the 11<sup>th</sup> Street CSO Separation project for \$69,521.82. Funds are available for this project through IFA funding.

Submitted By: \_\_\_\_\_  
Ken P. Cook, Public Works Director

Prepared By:   
Cindy D. Moore, City Support Engineer



# City of Astoria

# Change Order

Page 1 of 2

Contract Change Order No. 03

Contract Name <u>11<sup>th</sup> Street CSO Separation Project</u>	Orig. Contract Amt. \$ <b>5,717,177.00</b>	Days
Contract No. <u>560736</u>	Prev. Appvd. Changes \$ <b>40,268.47</b>	Days
Contractor <u>Tapani, Inc.</u>	This Change \$ <b>69,521.82</b>	Days
Owner <u>City of Astoria</u>	Revised Contract Amt. \$ <b>5,826,967.29</b>	Days

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

Owner's Name

Description of Changes	Increase in Contract Amount (\$)	(Decrease) in Contract Amount (\$)	Contract Time Extension (days)
A. Drop manholes - cost is in additional to manhole Contract Price.	\$1,061.71		
B. 8" diameter waterline cross and gate valve at 12 <sup>th</sup> and Franklin.	\$1,279.18		
C. CB and MH adjustments on 8 <sup>th</sup> Street as required for field conditions.		(\$263.00)	
D. CB adjustments on 9 <sup>th</sup> , 10 <sup>th</sup> , 11 <sup>th</sup> and 12 <sup>th</sup> Streets as required for field conditions.	\$637.50		
E. Additional SS Manhole and 6-inch diameter connection piping at 10 <sup>th</sup> and Harrison.	\$6,892.11		
F. Hazardous material testing and cleanup for material within 9 <sup>th</sup> Street outfall pipe	\$48,853.41		
G. Deletion of mandrel testing of HDPE pipe		(\$800.00)	
H. Use of electrofusion saddles for sewer services on HDPE pipe in High Ground Deformation Areas (\$645.60 each for 17 laterals)	\$10,975.20		
I. Extra work for NW Natural gas line conflict at 8 <sup>th</sup> /Commercial	\$885.71		
<b>Totals</b>	<b>\$70,584.82</b>	<b>(\$1,063.00)</b>	
<b>Net change in contract amount increase or (decrease)</b>	<b>\$69,521.82</b>		

The amount of the contract will be increased (decreased) by the sum of \$ 69,521.82 and the contract time shall be extended by -0- calendar days. The undersigned Contractor approves the foregoing Change Order as to the changes, if any, in the contract price specified for each item including any and all supervision costs and other miscellaneous costs relating to the change in work, and as to the extension of time allowed, if any, for completion of the entire work on account of said Change Order. The Contractor agrees to furnish all labor and materials and perform all other necessary work, inclusive of the directly or indirectly related to the approved time extension, required to complete the Change order items. This document will become a supplement of the contract and all provisions will apply hereto. It is understood that the Change Order shall be effective when approved by the Owner.

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

Accepted: \_\_\_\_\_ /Contractor Date: \_\_\_\_\_  
(Signature)

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

Contract Change Order No. 03

Date 26 July, 2013

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

Contractor Tapani, Inc. Owner City of Astoria

**Change Order No. 03-A**

- A. Description of Change: Drop manholes - cost is in additional to manhole Contract Price.
- B. Reason for Change: Bid Schedule did not include a bid price for Drop Manholes.
- C. Alternatives Considered: None
- D. Impact of Non-incorporation: Claim from Tapani for non-payment.

**Change Order No. 03-B**

- A. Description of Change: 8" diameter waterline cross and gate valve at 12<sup>th</sup> and Franklin.
- B. Reason for Change: At request of City to facilitate future waterline upgrades.
- C. Alternatives Considered: Do not add additional waterline fittings.
- D. Impact of Non-incorporation: Higher future City costs for waterline upgrades.

**Change Order No. 03-C and D**

- A. Description of Change: CB and MH adjustments on 9<sup>th</sup>, 10<sup>th</sup>, 11<sup>th</sup> and 12<sup>th</sup> Streets.
- B. Reason for Change: Required for small differences between design elevations and actual field conditions.
- C. Alternatives Considered: None.
- D. Impact of Non-incorporation: Unacceptable construction grades and elevations of CBs and MHs.

**Change Order No. 03-E**

- A. Description of Change: Additional SS Manhole and 6-inch diameter connection piping at 10<sup>th</sup> and Harrison.
- B. Reason for Change: At request of City to facilitate proper connection of existing sanitary sewer laterals.
- C. Alternatives Considered: Make sewer lateral connections without additional manhole.
- D. Impact of Non-incorporation: Potential future maintenance issues.

**Change Order No. 03-F**

- A. Description of Change: Potential hazardous material testing, disposal and cleanup for material within 9<sup>th</sup> Street outfall pipe
- B. Reason for Change: Potential hazardous material (petroleum based) discovered upon disposal at dump site
- C. Alternatives Considered: None
- D. Impact of Non-incorporation: Potentially significantly higher future cleanup costs and fines

**Change Order No. 03-G**

- A. Description of Change: Deletion of requirement to mandrel test HDPE pipe.
- B. Reason for Change: Small internal bead from fusion coupling interfered with pulling of mandrel through pipe.
- C. Alternatives Considered: Cutting of coupling beads from interior of pipe.
- D. Impact of Non-incorporation: Project potentially incurring unnecessary costs.

**Change Order No. 03-H**

- A. Description of Change: In High Ground Deformation Areas, change sanitary service line connections on HDPE pipe from Inserta-Tees to electrofusion saddles
- B. Reason for Change: To eliminate potential separation of sanitary sewer lateral from main line if ground movement occurs in the future.
- C. Alternative Considered: Continued use of Inserta-Tees.
- D. Impact of Non-incorporation: Potentially higher future maintenance costs.

**Change Order No. 03-I**

- A. Description of Change: Extra work for NW Natural gas line conflict at 8<sup>th</sup> and Commercial.
- B. Reason for Change: Gas line not indicated in previous field locate information.
- C. Alternative Considered: Wait for NW Natural to relocate its gas line.
- D. Impact of Non-incorporation: Higher costs due to Tapani standby time.

Signed \_\_\_\_\_



**Astoria**  
**ENGINEERING**  
**DIVISION**

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**CHANGE ORDER #3**

DATE: July 29, 2013  
PROJECT: 11<sup>th</sup> St CSO Separation  
CONTRACTOR: Tapani, Inc.

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

Item	Description	Quantity	Unit Cost	Total Cost
	See attached items A through I	1 LS	\$69,521.82	\$69,521.82
			Change Order Total =	\$69,521.82

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

**EXPLANATION:**

See attached documentation.

**CHANGE ORDER ACCEPTED BY:**

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

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

\_\_\_\_\_  
City Manager      Date

\_\_\_\_\_  
Mayor      Date

