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# AGENDA

## ASTORIA CITY COUNCIL MEETING

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April 1, 2013  
7:00 p.m.  
2<sup>nd</sup> Floor Council Chambers  
1095 Duane Street  
Astoria OR 97103

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **REPORTS OF COUNCILORS**
4. **CHANGES TO AGENDA**
5. **PROCLAMATIONS**
  - (a) National Public Safety Telecommunications Week
6. **PRESENTATIONS**
  - (a) Jordan Schnitzer, Friends of the Column
  - (b) Deputy Chief Brad Johnston: Emergency Communications – Astoria Column
  - (c) Deputy Chief Brad Johnston: Overview of Emergency Communication Improvements
7. **CONSENT CALENDAR**

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

  - (a) City Council Minutes of 3/4/13
  - (b) Boards and Commissions Minutes
    - (1) Historic Landmarks Commission Meeting of 2/19/13
    - (2) Library Board Meeting of 2/26/13
    - (3) Parks Board Meeting of 2/25/13
8. **REGULAR AGENDA ITEMS**
  - (a) Pipeline Road Water Line Project Authorization to Bid (Public Works)
  - (b) Authorization to Award – Columbia River Maritime Museum Storm Drain Relocation Project (Public Works)
  - (c) Property Exchange – Williamsport Road and West Kensington Avenue (Public Works)
  - (d) Designation of Certifying Officer for Senior Center Renovation Grant (Community Development)
9. **NEW BUSINESS & MISCELLANEOUS, PUBLIC COMMENTS (NON-AGENDA)**
10. **EXECUTIVE SESSION**
  - (a) ORS 192.660(2)(d) – Labor Negotiation Consultations

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| <p><b>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.</b></p> |
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CITY OF ASTORIA

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March 27, 2013

MEMORANDUM

TO: ASTORIA CITY COUNCIL

FROM:  PAUL BENOIT, CITY MANAGER

SUBJECT: ASTORIA CITY COUNCIL MEETING OF APRIL 1, 2013

**PROCLAMATIONS**

Item 5(a): **National Public Safety Telecommunications Week**

The Mayor will proclaim the week of April 14 through 20, 2013 as National Public Safety Telecommunications Week.

**PRESENTATIONS**

Item 6(a): **Jordan Schnitzer, Friends of the Column**

Item 6(b): **Deputy Chief Brad Johnston: Emergency Communications – Astoria Column**

Item 6(c): **Deputy Chief Brad Johnston: Overview of Emergency Communication Improvements**

**CONSENT CALENDAR**

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

The minutes of the City Council meeting of March 4, 2013 are enclosed for review. Unless there are any corrections, it is recommended that Council approve these minutes.

**Item 7(b): Boards and Commissions Minutes**

Provided for the City Council's review are the minutes for the (1) Historic Landmarks Commission meeting of 2/19/13, (2) Library Board meeting of 2/26/13, and (3) Parks Board meeting of 2/25/13 are enclosed. Unless there are any questions or comments regarding the contents of these minutes, they are presented for information only.

**REGULAR AGENDA ITEMS**

**Item 8(a): Pipeline Road Water Line Project Authorization to Bid (Public Works)**

In January 2011, a severe winter storm triggered a landslide on Pipeline Road that severely damaged the City's 21" water transmission main. The damaged line connects the City's Headworks (water treatment facility) outside of Svensen to Astoria's Reservoir # 3. The pipe was temporarily repaired and Public Works staff initiated efforts to secure funding in order to design and repair or relocate the transmission line. Because the storm caused damage Statewide and was declared a disaster, it allowed the City to execute an Infrastructure Contract with Oregon Emergency Management (OEM), funded through the Federal Emergency Management Agency (FEMA). The City Council approved funding on April 18, 2011. It provides a grant for 75% of the actual construction costs with a required 25% matching contribution from the City.

A geotechnical report has been completed. The report recommends relocating the transmission main around the slide area. Public Works Engineering Division staff has completed design plans and contract documents based upon these recommendations. The construction cost estimate is \$200,000, including a 10% contingency. It is recommended that Council authorize staff to solicit bids for the Pipeline Road Water Line Project. Funds are available for the project through the OEM Infrastructure Contract, with a 25% match being provided from the Public Works Improvement Fund.

**Item 8(b): Authorization to Award – Columbia River Maritime Museum Storm Drain Relocation Project (Public Works)**

Public Works Operations staff identified a section of City storm drain pipe that has failed immediately adjacent to the Columbia River Maritime Museum (CRMM) near the 18<sup>th</sup> Street right-of-way. In addition to the failed section, the remaining length of pipe has deteriorated significantly. The project will include installing 200 feet of 30" corrugated HDPE pipe and two manholes, abandoning the existing failed pipe, and associated surface restoration. At the March 4, 2013 City Council meeting, Council authorized staff to request quotes for this project. Because the project

cost was estimated at \$100,000, an informal Request for Quotes (RFQ) was solicited. The following competitive quotes were received:

| <b>Contractor</b>             | <b>Total Bid</b>   |
|-------------------------------|--------------------|
| <b>Big River Construction</b> | <b>\$78,710.50</b> |
| TFT Construction Inc.         | \$78,771.00        |
| North Pacific Excavation      | \$101,004.00       |

It is recommended that Council authorize staff to award a construction contract to Big River Construction in the amount of \$78,710.50 for the CRMM Storm Drain Relocation Project. Funds for the project are available in the Public Works Improvement Fund.

**Item 8(c): Property Exchange – Williamsport Road and West Kensington Avenue (Public Works)**

With the current redevelopment of the City’s former landfill property, road and intersection improvements may be necessary to facilitate traffic flow. Such improvements will require use of property owned by Mr. Jim Neikes whose property is located mainly on the west side of Williamsport Road. In order to ensure minimal delays in the redevelopment project, Public Works staff has taken the initiative to approach Mr. Neikes to explore the possibility of a land trade for his property at the intersection of Williamsport Road and Highway 202.

Mr. Neikes has expressed interest in a City-owned property off of West Kensington Avenue. The property is approximately .62 acres, and is surrounded by single family residential uses. The property is gently sloped and covered with a second growth forest. There are no utilities to the site. An appraisal of each of the properties has been prepared. The City property is valued at \$60,000 and the Neikes property at \$50,000. In order to compensate for this difference, Mr. Neikes has offered to transfer some property in the 1st and Commercial slide area to the City. Although the property is unbuildable, it potentially could be useful in the future for utility purposes. If Council is agreement with the proposed exchange, staff will have the proper documents prepared for signature. Adjacent property owners will be notified prior to this item being scheduled to return to Council for final action. It is recommended that the City Council authorize staff to begin the process of property exchange and return the item to a future Council meeting for final action.

**Item 8(d): Designation of Certifying Officer for Senior Center Renovation Grant (Public Works)**

On March 18, 2013, the City Council approved the contract with the Oregon Business Development Department Infrastructure Finance

Authority (IFA) for a grant in the amount of \$1.5 million for the renovation of the Astoria Senior Center. The next step in the process is for the City to appoint a Certifying Officer whose role is to be the official legally responsible contact for the project. This individual would be the official signator for many of grant related documents. The City Manager is an eligible position that could qualify as a Certifying Officer. It is recommended that the City Council designate City Manager Paul Benoit as the Certifying Officer for the purposes of this grant.

## **EXECUTIVE SESSION**

### **Item 10(a): ORS 192.660(2)(d) – Labor Negotiation Consultations**

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



CITY OF ASTORIA

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## PROCLAMATION

**WHEREAS**, emergencies can occur at anytime that require police, fire or emergency medical services; and

**WHEREAS**, when an emergency occurs, the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and

**WHEREAS**, the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who telephone the Astoria 911 Communications Center; and

**WHEREAS**, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and

**WHEREAS**, Public Safety Telecommunicators are the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them information and ensuring their safety; and

**WHEREAS**, Public Safety Telecommunicators of the Astoria 9-1-1 Communications Center have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and

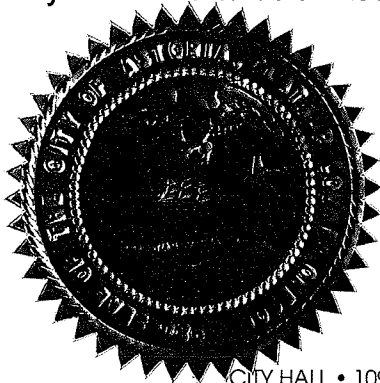
**WHEREAS**, each dispatcher has exhibited compassion, understanding and professionalism during the performance of their duties in the past year.

**NOW THEREFORE**, I, Willis L. Van Dusen, Mayor of the City of Astoria, Oregon, do hereby proclaim April 14 through 20, 2013, to be

### **NATIONAL PUBLIC SAFETY TELECOMMUNICATIONS WEEK**

in Astoria, in honor of the men and women whose diligence and professionalism keep our citizens safe.

**IN WITNESS WHEREOF**, I have herewith set my hand and caused the Seal of the City of Astoria to be affixed this 1<sup>st</sup> day of April, 2013.



\_\_\_\_\_  
Mayor

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

Councilors Present: LaMear, Herzig, Warr, Mayor Pro Tem Mellin

Councilors Excused: Mayor Van Dusen

Staff Present: City Manager Benoit, City Engineer Harrington, Planning Director Estes, Fire Chief Ames, Library Director Tucker, Public Works Director Cook and Police Chief Curzon. The meeting is recorded and will be transcribed by ABC Transcription Services, Inc.

Mayor Pro Tem Mellin called for a moment of silence in honor of Duncan Law, who recently passed away. She gave a brief history of his life in Astoria.

### **REPORTS OF COUNCILORS**

**Item 3(a): Councilor LaMear** said she attended the Save the Performing Arts Center (PAC) meeting, which was a brainstorming session to figure out how to keep the PAC open. The PAC showcases local talent at reasonable prices. She also attended the Parks and Recreation Board meeting to hear the trails presentation as many trails are being repaired and connected within the city.

**Item 3(b): Councilor Herzig** recalled that Betty Stenick had asked about crosswalk markings on the Astoria Warrenton Bridge traffic circle at the last meeting. He contacted ODOT for more information and learned that the crosswalk markings in this intersection are "continental" style, which is popular in Europe. He had slides depicting crosswalk styles. Staff prepared a handout explaining the different styles of crosswalk markings. He noted the area between any two curbs at the end of a block are legal crosswalks, whether marked or not. Drivers and pedestrians should note that the continental crosswalks are actual crosswalks and will become more common. Tomorrow night he will be hosting a presentation at Astoria High School called Map Your Neighborhood, a program designed to map community resources and bring neighbors together to prepare for emergencies. The presentation will not incur any costs to the City. The County will be providing materials and the presenters are volunteering their time. The event will begin at 7:00 p.m. and is free and open to the public.

**Item 3(c): Councilor Warr** No report

**Item 3(d): Mayor Pro Tem Mellin** stated that she and Councilor LaMear attended a workshop conducted by Michelle Reeves at the Maritime Museum. The workshop was hosted by the Astoria Downtown Historic District Association (ADHDA) and was a very dynamic and successful event.

### **CHANGES TO AGENDA**

City Manager Benoit asked Council to add Item 8(d) 17<sup>th</sup> Street Pier Rehabilitation Project to the agenda.

### **PRESENTATIONS**

**Item 5(a): OSU Extension Team (Kristin Frost-Albrecht, Renia Ydstie, Jennifer Ramussen, Miki'ala Souza)**

Kristin Frost-Albrecht distributed copies of the presentation to Council and members of the OSU Extension Clatsop County Team introduced themselves. The team briefly described several key programs offered through the OSU Extension Center, including Family Community Health, North Coast Food Web (NCFW), Farmer's Market, Nuevo Greens, and school gardens, and also shared statistics about how these programs benefit people in Clatsop County. Recipe books for kale have been requested. The NCFW website contains a Braised Kale and Apple Cider recipe: [www.NorthCoastFoodWeb.org](http://www.NorthCoastFoodWeb.org).

Councilor Herzig added one of Council's goals this year is to support the alternative farmer's markets and community gardens. OSU contributes so much to the community by relieving hunger and teaching people how to cook. Studies show that when people learn how to cook basic foods, the health of their entire family is improved for years. He appreciated the work being done by the OSU Extension Team.

Mayor Pro Tem Mellin noted the Parks Department built a fence around the gardens at Gray Elementary School to protect the garden from deer. She recalled a comment heard on NPR, "Land is the new oil. Food is the new gold." She confirmed the farmer's market will be open June 21 through October 3, 2013.

## CONSENT CALENDAR

The following items were presented on the Consent Calendar:

- 6(a) City Council Minutes of 02/19/13
- 6(b) City Council/Planning Commission Work Session Minutes of 01/22/13
- 6(c) Boards and Commission Minutes
  - (1) Library Board Meeting of 01/22/13
  - (2) Parks Board Meeting of 1/28/13
  - (3) Planning Commission Meeting of 01/22/13
  - (4) Traffic Safety Committee Meeting of 01/22/13
- 6(d) Dr. Edward Harvey Historic Preservation Award Nominations (Community Development)**
- 6(e) Public Works Project Status Report (Public Works)
- 6(f) Community Development Department Status Report (Community Development)**
- 6(g) Award of Community Development Block Grant for Astoria Senior Center Revitalization Project (City Manager)
- 6(h) Authorization to Award Contract for Spur 12 Timber Sale and Road Improvements 2013 (Public Works)**

There have been no requests from the community to remove any item from the Consent Calendar. Councilor Herzig requested that Items 6(d), (f) and (h) be removed for further discussion.

**City Council Action:** Motion made by Councilor LaMear, seconded by Councilor Warr, to approve Items 6(a) through (c), (e) and (g) of the Consent Calendar. Motion carried unanimously. Ayes: Councilors Warr, LaMear, Herzig and Mayor Pro Tem Mellin. Nays: None.

Councilor Herzig announced that the deadline for nominations of the Dr. Edward Harvey Historic Preservation Award is 5:00 p.m. on March 30, 2013. The City's Historic Landmarks Commission (HLC) is seeking nominations. The theme for this year's National Historic Preservation Week and the award is "See It, Save It, Celebrate It." He read the purpose of the award and requirements for nomination of a property, noting that he wanted to make sure the public was aware of the award. The awards would be presented by the mayor in May. City Manager Benoit stated an advertisement has been run in *The Daily Astorian* and press releases have been sent to all media to notify the public. Letters have also been mailed to the HLC, neighborhood associations and the Lower Columbia Preservation Society. The City has also posted a notice on the City website.

Councilor Herzig stated a website has been set up to encourage the public to participate in the Astoria Transportation System Plan Update, but the link is difficult to find on the City of Astoria Community Development Department page. He suggested the link be placed on the front page of the City's website for easier access. He noted that ODOT funds have been used to purchase benches, planters, bicycle racks and garbage cans being used in the Downtown District. The benches are not being used because senior citizens say they are too low and do not have backs or arms. The benches were chosen for aesthetic reasons so as not to block sightlines for downtown businesses, but he does not want to spend more money on benches that will not be used.

Councilor Herzig noted the City is making \$200,000 by selling the timber mentioned in Item 6(h), which enables the City to afford some repairs. He commended City Staff for their work on this.

City Manager Benoit confirmed that Items 6(d) and 6(f) are for informational purposes only.



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

## **OLD BUSINESS**

### **Item 7(a): Amended City Council Goals FY2013-14**

Councilor Russ Warr has requested that the City Council Goals for FY2013-14 be amended to include the following language:

"Maintain Advocacy for the Astoria Bypass, for Fishery Issues, and for Business Development/Expansion through the Astoria Downtown Historic District Association Business Development Committee, Columbia Pacific Economic Development District (Col-Pac), and Clatsop Economic Development Resources (CEDR)."

This is for information and comment only. It is anticipated that the proposed Goals for FY2013-14 will be brought to a Council meeting in April for adoption.

Mayor Pro Tem Mellin noted the goals will be brought to City Council in April 2013 for consideration.

## **REGULAR AGENDA ITEMS**

### **Item 8(a): Acceptance of City Audit Report for FYE 6/30/12 (Finance)**

At the February 19, 2013 Council meeting staff handed out the FYE 6/30/12 Audit and SAS 114 letter for the City of Astoria for your review. With the completion of the audit, I am pleased to report that we once again have received an unqualified or "clean" opinion regarding the fair presentation of the City's transactions and financial position. The Governmental Finance Officers Association Best Practices recommend that the Audit be presented to the City Council upon completion. This best practice is designed to ensure that those charged with decision making within a governmental body receive appropriate and timely feedback from the auditors. By accepting this audit report you are not verifying the detailed numbers but rather are acknowledging the conclusion of the auditors and their findings.

**City Council Action:** Motion made by Councilor Warr, seconded by Councilor LaMear to accept the audit report for Fiscal Year ending 6/30/12 as presented. Motion carried unanimously. Ayes: Councilors LaMear, Warr, Mellin, Herzig and Mayor Pro Tem Mellin; Nays: None.

### **Item 8(b): Request to Cut Trees on City Property 690 17<sup>th</sup> Street (Public Works)**

Melissa Yowell of 690 17th Street has submitted an application to cut trees on city property to the east of her property. A permit was issued in 2003 that stated that trees had been had been trimmed on this lot for the previous eight years. Ms. Yowell would now like permission to fall 9 Red Alders and Norway Maple saplings with diameters of approximately 8 inches. The applicant had a certified arborist review the proposed activity. Based on the results of the arborist letter, and from a technical standpoint, staff does not see any reason why the falling should not be allowed.

Ms. Yowell has been unable to obtain signatures of adjoining property owners. One of her neighbors concurred verbally and the other neighbor has not. All adjacent property owners will be notified that this request will be heard by the Council at the March 4th meeting. Should City Council agree to approve this request, staff highly recommends the following conditions:

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

It is recommended that City Council authorize staff to approve the tree permit submitted by Melissa Yowell.

Carl Johnson, 674, 17<sup>th</sup> Street, stated he lives next door to Ms. Yowell and that he would not be opposed to the Applicant's request if she were willing to top her trees, including a 60-foot tall deciduous tree in her yard. The leaves fall onto his property every year in the winter and blocks sunshine to his deck in the summer. The trees also interfere with his satellite reception. He reiterated he would not oppose Ms. Yowell's application if she accommodated his request. He noted that cutting down the trees on city property could cause landslides, adding the land drops off more steadily passed the trees than it appears when looking from up above. He has discussed his concerns with the Applicant, who wants a view of the river, but will not help him get better reception.

Mayor Pro Tem Mellin understood from the Colvin's report [35:26] that the hill would not be undermined. Mr. Johnson responded that trees have been growing there for more than 30 years.

Councilor Herzig stated he was concerned that with one neighbor not concurring and another verbally concurring but not willing to sign, the neighborhood has not come to a consensus on this issue. The arborist stated he is not a geotech engineer when commenting on whether the trees are stabilizing the hill. Councilor Herzig was more concerned about the neighborhood and asked if the City has a facilitator to help with the situation. City Manager Benoit replied that the City does not have any formal facilitation program. Neighborhood issues occur regularly in the city and Staff works to bring neighbors together. Unfortunately, the Applicant is not present; the item could be continued to the next regular meeting. Mayor Pro Tem Mellin acknowledged the discontent that exists.

Mr. Johnson stated the Applicant's trees were 60 to 70 feet tall and he is only asking that 20 feet be cut off the top. He opposed postponing a vote as all of the facts have already been presented. Councilor Herzig explained that Council would not be approving the application, but delaying action until more discussion could occur as they want to be fair to the Applicant.

Councilor LaMear understood that trees were the cause of the landslide on 6<sup>th</sup> Street as the terrain prevents proper rooting; once one tree falls over, others follow like dominoes, which could be the case on this property.

Councilor Warr noted the Staff report states the Applicant has attempted to receive support from adjacent property owners. The property owner at 674 would not give concurrence and the owner at 1766 Grand concurred verbally but would not sign the application. He did not believe the neighbors support the application. Since the trees are not a hazard, he is inclined to turn down the request.

Mr. Johnson stated the trees will not block the Applicant's view of the river for quite some time. Ms. Yowell is still able to see over the top of the trees from her back porch.

**City Council Action:** Motion made by Councilor LaMear, seconded by Councilor Warr to oppose the tree permit request submitted by Melissa Yowell. Motion carried 3 to 0 to 1. Ayes: Councilors LaMear, Warr, and Mayor Pro Tem Mellin; Nays: None; Abstentions: Councilor Herzig.

Councilor Herzig commented that he wishes a better resolution were available, rather than having neighbors opposing one another.

**Item 8(c): Authorization to Bid – Columbia River Maritime Museum Storm Drain Pipe Relocation Project (Public Works)**

Public Works staff has identified a City storm drainpipe failure immediately adjacent to the Columbia River Maritime Museum (CRMM), near the 18th Street right-of-way. The existing 36-inch diameter pipe runs parallel to the south face of the CRMM for approximately 200 feet. A 25-foot long section of the pipe has collapsed next to a building access and a utility bay door and created a sinkhole that damaged several utilities in the vicinity. The depression and utilities have been temporarily repaired. In addition to the failed section, the remaining length of pipe has evidence of significant deterioration.

Public Works staff evaluated repair methods and determined that relocating the pipe would be the best method because it will greatly reduce the risk of damage to the adjacent structure during construction, provides improved access for future maintenance, and is the most cost effective. The preliminary estimate for this work is \$92,000, which includes a 15% contingency.

City staff coordinated with the CRMM and incorporated their requirements into the contract documents. An easement for the existing storm drain line could not be found; consequently, City staff will record a new easement for the relocated pipe upon completion of construction. It is recommended that the City Council authorize staff to solicit bids for the CRMM Storm Drain Relocation Project. Funds for this project are available in the Public Works Improvement Fund.

City Manager Benoit distributed a color photograph depicting the scope of the project. Councilor LaMear declared for the record that she is a Maritime Museum employee but could vote objectively on this issue.

**City Council Action:** Motion made by Councilor Herzig, seconded by Councilor Warr to authorize staff to solicit bids for the CRMM Storm Drain Relocation Project. Motion carried unanimously. Ayes: Councilors LaMear, Warr, Herzig and Mayor Pro Tem Mellin; Nays: None.

**Item 8(d): 17th Street Pier Rehabilitation Project (Public Works)**

City Manager Benoit stated that the Engineering and Public Works Departments have been working on the rehabilitation of the 17<sup>th</sup> Street Pier. The City is proposing a contract adjustment with Bergerson Construction to upsize a 300-kilovolt ampere (kva) electrical transformer to a 700-kva transformer. The design for the electrical component of this project was flawed, as it specified the smaller transformer. The larger transformer is absolutely necessary to accommodate the Coast Guard and its two cutters.

This adjustment is estimated to cost \$62,820.78; however 75 percent of the contingency will still remain. Staff is requesting Council authorize Pay Adjustment #4, resulting in a contract increase in the amount of \$62,820.78. This action is critical to the timing of the project and the return of the Coast Guard.

**City Council Action:** Motion made by Councilor LaMear, seconded by Councilor Warr, to authorize Pay Adjustment #4 resulting in a contract increase in the amount of \$62,820.78. Motion carried unanimously. Ayes: Councilors Warr, LaMear, Herzig and Mayor Pro Tem Mellin. Nays: None.

Councilor Herzig confirmed the design team has committed to pay \$12,000 towards the cost of materials and staff time, as a result of the mistake. He believed it is important to note that the design team is being held responsible for the error.

**NEW BUSINESS & MISCELLANEOUS, PUBLIC COMMENTS**

Don McDaniel, 1268 Kensington, Astoria, noted the parking lots on the east and west sides of the American Legion building have been closed as a result of the construction on the Garden of Surging Waves project. The parking lot is closed on the east side of the building without signage, but some cars are parking there. He asked for clarification about parking in the east parking lot. City Manager Benoit explained the east parking lot is being restriped and new spaces are being added. He believed the striping was completed today.

Mr. McDaniel suggested that additional parking restrictions be added to the streets surrounding the construction area, limiting parking to a two- or three-hour limit to allow more people to get in and out of the downtown area. City Manager Benoit replied Staff could consider the issue in house, noting one issue is providing enough parking for employees in the downtown zone. The mixture of timed and unlimited parking accommodates both employees and visitors to prevent parking from intruding into the surrounding neighborhoods. He noted no one is using the parking spaces to the east of City Hall on 11<sup>th</sup> Street. Staff can see the impact of parking issues and make adjustments as needed.

Mr. McDaniel clarified that his suggestion was to be implemented temporarily while construction was ongoing.

Councilor Herzig noted that parking spaces along Exchange Street, between 10<sup>th</sup> and 11<sup>th</sup> Streets, need to be restriped. He asked Staff to measure the width of these spots, as they currently seem too wide. It may be possible to add more parking spaces.

Jim Krettler, 1660 SE 1<sup>st</sup> Street, Astoria, expressed concern that the City currently has no methods for verifying whether Council's annual goals have been met. In the past, City employees were required to document how each goal would be met. He would like to see statements added to the goals describing how the City plans to

meet each goal and posting them, along with the goals, on the City's webpage. A simple document could list measurable objectives for each goal. If a goal cannot be measured, perhaps it should not be included as a goal.

- One goal is to have better communication with the community. Adding and reporting measurable metrics regarding the goals would be one way of communicating better with the community. The City could report how communications have been improved, such as by responding to comments, or contacting people to communicate how a concern may have been addressed. For example, publicizing how issues raised at a City Council meeting about the sprinkler system in the roundabout were resolved could demonstrate how the communication goal was being met. He and the rest of the public were informed when the matter was addressed. That contact person would be a measurable goal. Similarly, the City could announce how it plans to raise the additional funds needed for the Garden of Surging Waves, as well as how maintenance of the park would be funded.
- While the City Manager presents to Council how well the Council's goals are being achieved, such a document would enable the citizens to see how well the goals are being achieved. Many people do not attend Council meetings or read the minutes.

Mayor Pro Tem Mellin asked if Council has ever specified the action steps for how the Council goals will be achieved. Councilor Warr agreed the City Manager tracks the annual goals set by City Council. Council insists that each goal is met and is informed as to why a goal may not be met. A separate standardized form may not be the best idea, as the goals are so wide ranging. Several goals are difficult to quantify because they are meant to keep the City focused in certain direction. For example, goals regarding fisheries issues and advocating for bike paths are difficult to quantify since results may not happen for years due to funding issues, etc. However, not advocating for such matters will ensure their failure.

Mayor Pro Tem Mellin noted that Council is adjusting for the lack of funds for the Garden of Surging Waves; however, funds will be raised as needed to accomplish that project.

Councilor LaMear supported Mr. Krettler's idea. At the goal-setting session, City Council analyzed the 2012 goals to determine, internally, if those goals had been met. Some goals do continue on indefinitely; however, most goals had been fulfilled. The community should be informed. The document could be very simple, with just a few sentences explaining what was accomplished towards each goal, some may be noted as ongoing. She agreed with a previous suggestion about installing a sign that updates the public on the Garden of Surging Waves project as it progresses. Communication is important and could easily be put on the website.

Mr. Krettler clarified that he understood measurable objectives may be difficult for some goals.

Mayor Pro Tem Mellin believed Mr. Krettler provided good input. When Councilors report on events, meetings and presentations they attend, they only give an overview. She agreed the City needs to be more specific.

Mr. Krettler explained that earlier that morning, a water leak at the Column caused the water in the restrooms to stop working. He had called to report the problem. Mayor Pro Tem Mellin appreciated that people in the community were vigilant and notice when issues occur and report the problems. Public Works Director Cook reported the water leak had been fixed and the water lost was not significant.

Councilor Herzig believes communication is something everyone can be involved in. He pulled items off of the Consent Calendar to ensure the public receives the same information City Council was receiving. After following up on the crosswalk with ODOT, Councilor Herzig called Betty Stenick to let her know he had followed up. Letting concerned citizens know when an issue or concern has been acted on is something Council can do. City Council should be proud of what they do, but realize that although communicated amongst the Council, information is not particularly getting out to the public. Communication could always be improved.

Don Webb, 3555 Harrison Avenue, Astoria, believed the City is losing a number of large rooms where conferences are held. He suggested the City take an inventory to identify large conference rooms. He is also concerned that the lack of parking near the Garden of Surging Waves was not being handled by the City. The parking concerns resulted in the garden being smaller than originally proposed. He also noted the ground is being washed out along and within the railroad tracks near Safeway. He did not know if the City has funds to repair the washouts. Winter storms will cause more damage and several stretches of track need maintenance. City Manager Benoit stated the City has spent \$40,000 in Promote Astoria funds on repairs to the trolley track. Storms are constantly washing the tracks out. A rail specialist engineer inspects the trestles and tracks annually.

He recommended an additional \$20,000 in repairs and maintenance. The City will be presenting a proposal to address this issue to Council in March or April 2013. Although funds are limited, maintenance is completed each year. Mr. Webb believes the City should consider the affect of recent storms on the tracks more carefully. He sees a lot of wear and tear along the tracks as he works on the trolley.

Councilor Herzig believes the City should install a sign at the Garden of Surging Waves to explain where the garden and parking will be when the project is complete. At least 50 percent of the lot will be parking and the garden will sit on the northern half of the property. Explaining this to the public on a sign will be very useful and dispel some confusion.

Dulcye Taylor, 856 11<sup>th</sup> Street and 1287 Commercial, Astoria, ADHD, stated that people do use the benches in the downtown area, although they are low and could be difficult for seniors. She announced a meeting will be held Tuesday, March 5, 2013 at 6:00 p.m. regarding parking passes. The meeting will be critical for anyone who currently uses a parking pass. Information received at the meeting will be passed along to Michelle Reeves, who has been working toward finding a solution to the parking issues in the downtown area. Ms. Reeves has been studying parking in Astoria and will be presenting her findings on April 4, 2013. Ms. Taylor agreed that some parking spots were too large. She noted the PAC could accommodate 250 people and would be a viable venue for conferences.

Councilor LaMear announced that Earth Hour will occur on March 23, 2013 from 8:30 p.m. to 9:30 p.m. During this time, cities turn out their lights in an effort to raise awareness of environmental challenges like climate change.

**ADJOURNMENT**

There being no further business, the meeting was adjourned at 8:07 p.m.

**ATTEST:**

**APPROVED:**

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

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

DRAFT

## HISTORIC LANDMARKS COMMISSION MEETING

Waldorf Conference Room, Astoria City Hall

February 19, 2013

### CALL TO ORDER – ITEM 1:

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

### ROLL CALL – ITEM 2:

Commissioners Present: President LJ Gunderson, Commissioners Jack Osterberg, Thomas Stanley, and Paul Caruana.

Commissioners Excused: Kevin McHone

Commissioners Absent: Vice President Michelle Dieffenbach

Staff Present: Planner Rosemary Johnson.

### APPROVAL OF MINUTES – ITEM 3(a):

Commissioner Osterberg moved to approve the minutes of January 15, 2013 as presented; seconded by Commissioner Caruana. Motion passed unanimously.

### PUBLIC HEARINGS:

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

### ITEM 4(a):

EX 12-10 Exterior Alteration EX 12-10 by Jack Coffey, Jack Coffey Construction for Teresa Mittelbuscher to add a standing seam metal roof on the existing rear elevation of a second story deck of an existing single family dwelling at 364 Bond in the R-3, High Density Residential zone.

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

Planner Johnson presented the Staff report, noting Staff recommends approval with conditions. No correspondence has been received.

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

Jack Coffey, 1447 8<sup>th</sup> Street stated he is present to answer questions.

President Gunderson called for testimony by persons in favor of, in partial to or against the application. There was none. President Gunderson asked if there are questions for Staff.

Commissioner Osterberg noted he does not disagree with the proposed roofing color, but asked for clarification on the Commission's responsibilities with regard to color. Color is contained in the Findings for Criteria 9; however, it also states the roofing will not be highly visible. If the Commission cannot rule on color, why is it mentioned as a criterion?

Planner Johnson explained City Code does not specifically state what approved colors are, so the HLC has not reviewed the color of paint on houses. On Exterior Alteration Requests, color is considered to ensure the color is

within reason and compatible. Neutral or muted colors are compatible with the historic nature. Bright colors would not be considered compatible. The idea is to approve the compatibility of tones. Condition 1 is concerning significant changes which need to come back to the HLC for review. A change to another compatible color in the future would not be considered significant; therefore, Staff can approve the change administratively without review by the HLC.

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

Commissioner Caruana said the roof only seems visible from Marine Dr. and the HLC has no say about that and it is not visible from Bond Street. The color is probably more of an issue, but that seems to be fine. The rest of the project will look like an extension of what is already there. Planner Johnson clarified the HLC can rule on structures visible from any elevation, even those outside the designated historic inventory area. In this case, Staff is only stating that there is less of a visual impact to the historic area because it is not visible from the historic street scape. Commissioner Caruana believed the extension of existing materials and color does not draw attention to the structure.

Commissioner Osterberg agreed. If the structure were more highly visible, he might feel differently. He understood the visual impact of the north elevation of the house is not as significant, noting he considers the gradation of the various levels to ensure the focus is on what is truly of key importance and understanding what is less important, not insignificant, but lesser. He agrees with the Staff report.

President Gunderson said that historically, buildings had covered porches rather than open decks, so the proposal brought the structure into more of a historic design.

Commissioner Osterberg noted other aspects of compatibility have been previously approved by the City, such as at the time the bed and breakfast request was reviewed, so the overall compatibility of the house seems to have been adequately reviewed. Now that HLC has considered the details of architecture and design, it is fine.

Commissioner Stanley moved that the Historic Landmarks Commission adopt the Findings and Conclusions contained in the Staff report and approve Exterior Alteration EX12-10 by Jack Coffey with conditions; seconded by Commissioner Caruana. Motion passed unanimously.

President Gunderson read the rules of appeal into the record.

Mr. Coffey stated he plans to paint the exterior during the summer and asked if the HLC would need to review the color. Planner Johnson replied that the City does not control the color of house paint.

Planner Johnson noted for the record that no audience was present for the remainder of the meeting. Formalities may be omitted with the exception of declaring ex parte contacts and conflicts of interest.

#### ITEM 4(b):

NC 13-01 New Construction NC13-01 by Jesse Carter, Astoria Pointe/ Rosebrier to locate an open sided, covered structure as an outdoor smoking area in the rear SE corner of an existing residential lot adjacent to structures designated as historic at 636 14th Street in the R-3, High Density Residential zone.

President Gunderson asked if any member of the HLC had a conflict of interest, or any ex parte contacts to declare. Planner Johnson declared that she lives in the neighborhood, but this has not impacted her ability to prepare the Staff report and she will not be making any decisions on this issue. Commissioner Osterberg stated he lives in the neighborhood as well. The Commission agreed he lives far enough from the property (17th and Grand) that there would be no conflict of interest.

There being no one in the audience, President Gunderson opened and closed public testimony for the record.

Planner Johnson presented the Findings and Conclusions contained in the Staff report and recommended approval due to the secluded location, lack of visibility, and need for a smoking area for the 15 clients. The only

correspondence received was from Doris Larremore, owner of 660 15th Street, in support of the request which was included in the HLC packet. Staff did receive phone calls concerning the smoking area being adjacent to a City playground. Phone calls are not considered official public testimony. The HLC is not reviewing the smoking area, only the physical appearance of the proposed structure. Property owners are allowed to smoke in the area regardless of the carport. The carport was installed a year and a half ago and no one has commented on it.

Commissioner Stanley confirmed the carport will remain in its current location if the variance is approved. Planner Johnson added Staff requested that the carport be moved a foot and a half from the property line to comply with building codes. Pictures in the Staff report show the carport after it was moved and where it will remain.

President Gunderson called for Commission discussion and deliberation.

Commissioner Stanley commented that he does not like the structure and he would not recommend approval. The proposal is not appropriate and not the direction the Commission wants the City to go.

Commissioner Caruana expressed concern that siding may be installed because it is too windy. Planner Johnson noted the application is for an open-sided structure. Enclosing the structure would be considered a substantial change that would require HLC review.

Commissioner Caruana believed two school buses could be parked in the structure proposed for 15 people to use for smoking.

Commissioner Stanley stated the HLC would never approve converting a historic building or area into something that would allow 15 people to go outside to smoke in. He cannot approve the application.

Commissioner Caruana suggested that the Applicant attach an extended roof to the building.

Commissioner Stanley said he is very concerned. He noted the HLC has approved small, cottage-like structures for storage in the past. The Applicant could do that for people to go in and smoke.

President Gunderson agreed she does not care for the look of the carport. The carport was installed a year and a half ago and those neighbors immediately affected have not complained, which is a positive aspect. A letter has been received in support of the structure, even though that person is not a smoker. She noted the carport is not very visible unless one really looks for it. If one could not avoid seeing it, she would have a bigger issue with the request.

Commissioner Stanley stated if the HLC look that position with every application simply because a structure or project is not highly visible, it would be an issue.

Commissioner Caruana asked what happens if the structure becomes visible because trees are blown down or the landscape changes.

Commissioner Osterberg stated the HLC can control landscaping on the subject property to mitigate the view. He questioned that the HLC may rely too heavily on visibility and view when considering approval criteria. The prior application was more troubling. In this case, the carport makes no physical impact and no addition or change to the historic building is proposed. The freestanding carport is designed to be temporary and can be easily disposable without any damage or structural or architectural impacts to the actual historic structure.

Commissioner Caruana suggested requiring the Applicant to have the carport reviewed by the HLC on an annual basis. Planner Johnson does not believe this would be possible. Commissioner Caruana suggested the Applicant be given time to propose a more appropriate solution and asked about accessory structures in the Code. Planner Johnson clarified that accessory structures are exempt from some setbacks stated in the Development Code. In this case, a 5-foot setback is required instead of a 15-foot setback. A one-year conditional use permit can be granted for temporary structures if the structure is for a specific use. This carport is considered an outright use and nothing in the Code refers to temporary versus permanent structures for an allowable use. The HLC must decide if the secluded location and temporary and utilitarian nature of the carport



outweighs the inappropriateness of the material and design. Nothing in the Code could make the structure temporary, so it could be removed in a year.

Commissioner Caruana noted if the fence came down, it would look horrible and he would never want to see it in anyone's yard. He suggested denying the application and allowing the structure to remain while the Applicant works on a proposal for approval. Planner Johnson explained the HLC could not put a condition on a denial. The HLC could recommend that the structure be removed by a specific date. The application cannot be tabled because State law mandates that a decision be made within 120 days. The Commission can postpone the hearing on this application until the March 2013 meeting, and ask the Applicant to return for discussion.

Commissioner Caruana suggested Staff notify the Applicant that the HLC is not likely to approve their application and ask that they consider removing and replacing the structure or modifying the appearance of the existing structure with some other material and present it at the next HLC meeting. A 30-day continuance could be useful. So many variables are involved to make something ugly approvable such as the fence or landscaping could be removed.

Commissioner Stanley believed approving this application would set a precedent. Planner Johnson noted that the criteria and facts would explain why the Commission approved an application. Commissioner Osterberg explained that each land use application is judged on its own merit and never sets a legal precedent for a future case. Approving this application would not obligate the City or the HLC to approve a future similar application.

Planner Johnson recommended denial of the application, rather than continuance, so she can work with the Applicant on a new application. Continuing the hearing makes no sense if the HLC was not going to approve the application as a redesign is the best option. She read the amended language for Findings of Fact for denial.

Commissioner Osterberg stated visibility is not the only issue. Even with abutting landscaping, the structure is not consistent with the typical location and orientation of adjacent structures, which is Criteria C. He read Criteria B, noting the design of the proposed structure is not compatible with the design of adjacent historic structures, including the subject property, or the items listed. The Staff report does make the case that because the structure is small in comparison to surrounding buildings, so the scale of the structure may be acceptable; however the style, materials and architectural details are not compatible.

Commissioner Caruana understood accessory structures in rear yards of historic properties tend to be in corners with a 5-foot setback, but he does not believe a variance is needed; a 12-foot by 20-foot building is large for 15 people who are smoking.

President Gunderson noted the application stated the structure will be used for outdoor meetings and other functions, which is why the additional space was requested.

Planner Johnson confirmed the applicant could comply with the setback if the current structure was removed. Setback applications are approved administratively, so she would take direction from the HLC, but the variance will not be reviewed by the HLC. She understood the Commission believes the accessory building is located too close to the property line for a typical historic accessory building.

Commissioner Caruana said the structure was not like a garage with certain criteria for car movements. As an open outdoor space, there is no need to push for a variance.

Planner Johnson clarified the HLC's findings for denial are that the building is too close to the property line for its historic positioning for an accessory structure as well as materials, style, and detail are not compatible with the wood siding of the historic buildings.

Commissioner Caruana advised that having a four-sided, hipped-roof structure, similar to the house would be great. If the building was compatible with the house and designed nicely enough, it could be on posts with a roof that matched the house and the structure could encroach on the setbacks. However, he suggests the proposed structure be denied.

Commissioner Osterberg noted the Applicant was not present to address the issues and answer questions.

Commissioner Caruana moved that the Historic Landmarks Commission adopt the Findings and Conclusions contained in the Staff report and deny New Construction NC13-01 by Jesse Carter with the following changes to the staff report:

Page 5.B., Finding, change to read, "... would be an accessory structure in a rear yard. However, it is larger than typical accessory structures. ... construction material which is not long lasting. However, there is no limit on how long it would be located at this site. It is compatible in scale and height to the historic structure."

Page 5.B., Finding, last paragraph, add: "... architectural detail, nor material to the adjacent historic structures. The structure would be located ... . However, landscaping and fencing can change and the building would be more visible than it is now. ..."

Page 6, Paragraph 2 to read: "The proposed structure is smaller than the adjacent structures and would not dominate or overpower the adjacent historic structures. However, it is large for an accessory structure and would encompass almost all of the open space in the rear yard contrary to a typical accessory structure in historic rear yards. It would not create a visual clutter with the current landscaping and fencing. The proposed building would be "tucked" into the back corner of the lot and not highly visible. However, landscaping and fencing on adjacent properties could be removed making the structure more visible at any time."

Page 6, add Paragraph 3: "Corrugated metal roof buildings/carpports with metal support posts are very contemporary and are not similar to historic materials and designs in this neighborhood. Existing structures have wood siding and accessory structures are mostly of similar materials and design as the main structure. The arched roof design does not reflect the pitched and hip roofs of the adjacent structures. While the structure is utilitarian in nature and located in a rear yard, the design and materials are not compatible with any of the other adjacent historic structures. The metal structure is also large for the small rear yard area."

Page 6, Paragraph 4 changed to read: "Even with weighing the various factors involved, including the utilitarian nature of the structure, need for a covered outdoor gathering area, and the existing minimal impact from viewpoints, the location and design of the structure does not meet this criteria and is not compatible with the adjacent historic structures."

Page 7, Finding, add: "... would be buffered from view from the streetscape. However, that could change in the future with the removal of the fence and/or landscaping. While accessory structures are typically located in rear yards, the size of this structure requires encroachment of the adjacent historic properties."

Page 7, Finding, delete the last sentence.

Page 8, V. change to read: "**CONCLUSION** The request, in balance, does not meet all the applicable review criteria. The Historic Landmarks Commission denies the request."

Seconded by Commissioner Stanley. Motion passed unanimously.

COMMUNICATIONS:

ITEM 5(a):

The Alliance Review article entitled Can It Be Saved? Emergency Measures for Threatened Buildings is submitted for Commission review and information.

Planner Johnson believed this article was timely, considering the current issues with the Waldorf Hotel.

President Gunderson asked for clarification about adaptive reuse, discussed on Page 7. Planner Johnson responded the City does encourage adaptive reuse; however, the City does not have an adaptive reuse program. She agreed to check the website and look into the program. The City currently has no financial incentives to give; however, building codes for historic properties are applied to historic properties and potentially historic properties. The City works with these property owners to get the properties designated historic with the condition that if the property is not restored, the designation will be removed. This allows the owner to take advantage of the building code exemptions for historic properties. The City has made this cooperative agreement with the building inspector and State Historic Preservation Office to ensure these properties are restored to historic status.

ITEM 5(b):

Historic Landmarks Commission Member List 2013 – Staff has enclosed a revised Member List for Commissioner use. Please let Staff know if there are any changes or corrections.

REPORTS OF OFFICERS/COMMISSIONERS ITEM 6:

No reports.

NEW BUSINESS:

ITEM 7(a): Dr. Harvey Historic Preservation Awards – Nominations due March 30, 2013

Planner Johnson noted nominations are accepted verbally and via email, no form is required. Several properties nominated in 2012 have been nominated again in 2013, as their projects are now complete. Once a closing date has been set, Staff will send out a public notice which the Commission will also receive. Nominations are due March 30<sup>th</sup>, the awards will likely be placed on the April agenda. One award can be given in each of the following categories: residential-commercial and government/institutional. These will be awarded by City Council. Honorable Mentions can also be made by the HLC. Buildings qualify for nominations if historic preservation work has been completed in the last two years.

Commissioner Stanley asked if Fort George Brewery, The Astor, or Commodore Hotel have been nominated. Planner Johnson said she would check to make sure the buildings have not already received the award and would add them to the list of nominations. Ted Osborne's building is not yet complete, but would be a good one to nominate next year. No exterior work has been done to City Hall, so it did not qualify. The CRMM train station has already been nominated in the government/institutional category.

Planner Johnson explained that Ted Osborne's building is located at 10<sup>th</sup> and Commercial where the coin shop is located. The building is being historically preserved in an effort to receive Special Assessment and Federal tax credits. Staff worked with Mr. Osborne on the historic designation, to allow the alterations. The building is currently designated as a local landmark and must be further renovated to be eligible for the National Historic District. The local designation allows the owner to apply the historic building codes exemptions. Once the building receives designation within the National Register District, the property owner will be eligible to receive Special Assessment and Federal tax credits.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 6:08 p.m.

ATTEST:

APPROVED:

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Secretary

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Planner



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

**Present:** Library Board members David Oser and Arlene LaMear. ALFA representative Charlotte Langsev and Staff Director Jane Tucker.

**Excused:** Gregory Lumbra, Susan Brooks, and Emily Hill

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

The Board discussed possible meeting times for a special meeting with Community Development Director Brett Estes and Director Tucker to review panels created by University of Oregon students. March 11 at 3:30 p.m. is the tentative date. Staff will determine the location of the meeting.

Director Tucker stated the next Art Walk on Saturday, April 13 would be a good time to present the students' panels to the public, however, Councilor LaMear and Mr. Oser will be attending the College Foundation dinner that day, so Staff would consider alternative dates so all Board members present can hear public feedback. The panels must be presented to City Council prior to being publicized. City Council has a meeting scheduled for April 1, 2013.

**Approval of Minutes:** No action was taken on the January 22, 2013 minutes, as no quorum was present.

**Approval of Agenda:** No action taken.

**Library Director's Report:**

Director Tucker distributed a list of library programs, noting that programming created a lot of work for the small staff. She briefly discussed the Food for Fines, Lego Mania programs and other programs currently ongoing at the library. In spite of the small staff, the statistics show 96.49 circulation transactions per open hour, which does not include directive, departmental, program, administrative, collection development, or facilities support.

- National Library Week is April 14 through April 20 and Tuesday, April 16 is National Library Worker Day. Typically, the City Employee Recognition Fund usually provides funds for a token gift, such as Chamber checks. She asked the Board to consider recognizing the library staff in some way. There are eight library employees, including Director Tucker.
  - Following a brief discussion, the Board consented to recognize the library's employees at 2:00 p.m. on April 16<sup>th</sup> during the shift change so the maximum number of employees could attend. Ms. Langsev stated ALFA would pay for the cake. Councilor LaMear volunteered to pick up the cake and a card.
- Director Tucker and Seaside Library Director, Esther Moberg will meet Wednesday, February 27 to discuss the Libraries ROCC (Rural Outreach in Clatsop County) Grant, which ends June 30, 2013. Additional funding options will be discussed, including a two-year extension of the grant, which would be beneficial to children throughout the county. She briefly discussed the details of the grant's funding and related LSTA costs.
  - The grant is due April 12, 2013 at 5:00 p.m. She and Ms. Moberg would like to start a ROCC Foundation to provide ongoing funding for library services to children throughout Clatsop County, especially given the work done in schools which benefits children in outlying areas.

Chairman Oser believed the best source of fundraising would be through the schools in the county outside of Astoria. Director Tucker believed the focus would be to secure two years of funding prior to fundraising. She and Ms. Moberg shared concerns about fundraising for county services prior to meeting local responsibilities for their own libraries; however, this program and the renovation will have two different groups of donors making contributions. She clarified the first step is to secure the funding before approaching other entities, such as the Clatsop County Commission.

Chairman Oser believes the renovation will be a catalytic event that will spark more interest in the library. More people will want to be a part of the library in different ways, so he believes pursuing the two-year extension is a terrific plan.

**Board Reports:**

Item 5(a): Liaison Report from City Council

Chairman Oser noted more would be discussed after seeing the students' panels and learning more about the Board and Council positions after the March 11 meeting.

**Update on ALFA Activities:**

Ms. Langsev reported ALFA's Annual meeting would be March 29 at 6:00 p.m. in the Flag Room at the library. ALFA is contemplating a one-day mobile book sale, which she discussed. Book sales have been a major funding source in the past.

Director Tucker added the college is having a big book sale at the end of March after deselecting about 9,000 books.

The next Board meeting will be March 11, 2013.

The Library Board will still hold its regular meeting on March 26, 2013.

**New Business:**

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

Chairman Oser noted that he, Mr. Lumbra, and Ms. Brooks will attend Library Day in Salem, OR. He suggested the Board discuss key points for the event at the March 26 meeting. Councilor LaMear noted that getting to Salem early in the morning is difficult, so the attendees will miss orientation.

**Old Business:**

Item 8(a): Naming the Fund Raising Non-Profit  
Discussion of this item was postponed.

Item 8(b): Newspaper Column  
Discussion of this item was postponed.

**Board Member Comments:**

**Public Comments:**

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

Details of the special meeting will be announced and advertised to the public as soon as specific plans have been arranged.

**Adjournment:** There being no further business, the meeting was adjourned at 4:07 p.m.

Respectfully submitted,

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# **Parks Advisory Board Meeting Minutes**

**February 25, 2013**

Present- Norma Hernandez, Grace Laman, Brad Johnston, Ron William, Howard Rub, JP Moss, Councilor Karen Mellin, and Jay Flint

Guests- Rosemary Johnson, Kurt Englund and Councilor Arline LaMear

Absent: Tammy Loughran,

Staff- Phil Elkins, Terra Patterson, and Vern Hall

Meeting was called to Order at 6:48am by chairperson Norma Hernandez. JP Moss informed the board that he was asked to add a brief presentation to the agenda over the weekend by the Astoria Baseball Foundation.

## **Chair Person Section**

1. Norma discussed the previous goal of each board member "checking on a park". She asked if the board would be more interested in taking on a section of the River Walk to check in on. The board was in favor of this goal verses individual parks. Jay Flint is still interested in taking on 9<sup>th</sup> Street Park, but the board thought this was fitting with the River Walk goal as it runs parallel to the River Walk.
2. Ms. Hernandez reviewed information out of the current program guide as discussed at the last meeting.
3. Norma discussed a new idea for board meetings that she is interested in adding. "What do you hear" will be a chance for the board to discuss community feedback at each meeting. This will be a chance for the board to discuss both positive and negative feedback they receive in the community about the department.

## **Presentations**

1. Vern Hall showed a video filmed at Smith Point showing the irrigation system in working order and discussed repairs done recently on the system.
2. Kurt Englund with the Astoria Baseball Foundation came to discuss some issues with the field at Tapiola Park. Items discussed included:
  - a. The drain line along the first base line, issues previously experienced with this part of the field and the inlet connecting into the bay from the field.
  - b. Mr. Englund discussed the drainage project, the group would like to start improvements on drainage to the outfield in August. JP Moss told the board that the department would work with the group on arranging dates, but the project would need to work around dates that the field is used in August for softball tournaments.
  - c. Dismantling the old cage at the field was discussed.
  - d. Mr. Englund discussed how pick up of garbage after games last year was problematic. He would like to request a dumpster be placed at the field. Mr. Moss told the board there wasn't a problem with placing a dumpster at the field, but that it could be cost prohibitive for the department. The idea of the baseball group seeking a donation from Western Oregon Waste was discussed.

## **Old Business**

1. JP updated the board on progress of recruiting a new director. Interviews will be held later in the week for the top six candidates.
2. Phil Elkins discussed adding new benches on the River Walk. He will be looking to see if there are any areas where benches can be added.  
-Jay Flint discussed adding benches at the 9<sup>th</sup> Street Park. He proposed adding benches, a gazebo, landscaping, and covered benches. He also discussed recruiting youth to volunteer with the park.

## **New Business**

1. Grace Laman discussed the Community gardens. Longer hoses, as well as new gates and fencing have been added to the park.  
There will be a meeting to begin the new season on March 16.
2. Phil reviewed a Parks Maintenance Project report for the previous month. Items discussed included Tapiola Park bathroom vandalism repairs, getting bids for a new chapel roof at Ocean View Cemetery as well as a new well. Phil also discussed working with the MOMS club to possibly place a bathroom at Lindstrom park. The MOMS club intends to take this proposal to City Council to see if this is an idea the city would be interested in.
3. Community Development employee, Rosemary Johnson discussed the trails project and the draft Master Plan that has been put together.

Ms. Johnson reviewed process and planning that went in to compiling the report. Including the work done by National Park intern to get information from the community; existing condition of trails; and a proposed work plan.

Ms. Johnson asked the Parks board to recommend approval to council.

Concerns brought forth by the board included:

- The verbiage regarding Pipeline Road, Brad Johnston felt it should be named as a road, not a trail as this gives pedestrians a false sense of security. He discussed concern about vehicle traffic currently using the road. Rosemary said this could be changed to identify this as a Public Works road.
- Cathedral Tree Trail is currently coded as pedestrian only trail in the new plan. This is currently a trail commonly used by mountain bikes. Rosemary told the board that they could set the policy for use. It was agreed upon by the board that this trail be changed in the plan to allow non-motorized vehicles and pedestrians

Rosemary will follow up on verbiage to ensure that non-motorized vehicles does not exclude ADA wheelchairs, scooters, etc.

Rosemary asked the board if there was still an interest in adding trails as an amenity to Tapiola and Lindstrom Parks based on community feedback. The board discussed the benefits of such an amenity to these parks and agreed that they would like to include these trails in the Master Plan as a goal to add to the parks.

The vision was reviewed for the master plan and approved by the board.

Jay Flint moved to proceed with the plan and send to City Council with the recommendation of approving the plan. Brad Johnston seconded the motion. The motion was voted on and all board members present approved.

Due to time constraints the meeting was adjourned.

**The next meeting will be held March 11**





March 20, 2013

**MEMORANDUM**

TO: MAYOR AND CITY COUNCIL

FROM:  PAUL BENOIT, CITY MANAGER

SUBJECT: PIPELINE ROAD WATER LINE PROJECT AUTHORIZATION TO BID

**DISCUSSION**

In January 2011, a severe winter storm triggered a landslide on Pipeline Road that severely damaged the City's 21" water transmission main. The damaged line connects the City's Headworks (water treatment facility) outside of Svensen, to Astoria's Reservoir #3. The pipe was temporarily repaired to reestablish the City's water supply, and Public Works staff initiated efforts to secure funding in order to design a permanent repair or relocation of the transmission line.

This same storm event caused damage Statewide, and was officially declared a disaster by the President of the United States. This declaration allowed the City to execute an Infrastructure Contract with Oregon Emergency Management (OEM), which is funded through the Federal Emergency Management Agency (FEMA). City Council approved this contract on April 18, 2011. It provides a grant for 75% of the actual construction costs of a repair solution with a required 25% matching contribution from the City.

Pacific Geotechnical recently completed a geotechnical report and alternative analysis for the permanent transmission main repair. The recommended alternative includes relocating the transmission main around the slide area. Using this alternative, City staff coordinated with FEMA to prepare the Environmental Assessment (EA) documentation for the site. FEMA completed the EA and associated Findings of No Significant Impact on August 23, 2012 allowing the City to proceed with engineering design. Public Works Engineering Division staff has completed design plans and contract documents based upon the Geotechnical Engineer's recommendations. The Engineer's construction cost estimate is \$200,000, including a 10% contingency.

**RECOMMENDATION**

It is recommended that City Council authorize staff to solicit bids for the Pipeline Road Water Line Project. Funds are available for the project through the OEM Infrastructure Contract, with a 25% match being provided from the Public Works Improvement Fund.

Submitted By: 

Ken P. Cook, Public Works Director

Prepared By: 

Nathan Crater, Assistant City Engineer



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

March 20, 2013

**MEMORANDUM**

TO: MAYOR AND CITY COUNCIL

FROM:  PAUL BENOIT, CITY MANAGER

SUBJECT: **AUTHORIZATION TO AWARD – COLUMBIA RIVER MARITIME MUSEUM STORM DRAIN RELOCATION PROJECT**

**DISCUSSION/ANALYSIS**

Public Works Operations Staff identified a City storm drain pipe failure immediately adjacent to the Columbia River Maritime Museum (CRMM), near the 18<sup>th</sup> Street right-of-way. The existing 36 inch diameter corrugated metal pipe runs parallel to the south face of the CRMM for approximately 200 feet. A 25 foot long section of pipe collapsed next to a building access and a utility bay door. In addition to the failed section, the remaining length of pipe has evidence of significant deterioration including rust and deformation. The relocation will include the installation of 200 feet of 30" corrugated HDPE pipe, two manholes, abandoning the existing failed pipe, and associated surface restoration.

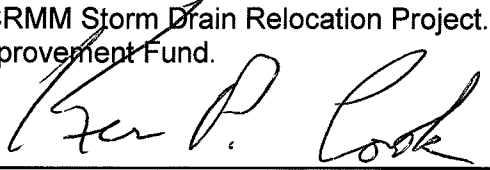
At the March 4, 2013 City Council Meeting, Council authorized Public Works to request quotes for the CRMM Storm Drain Relocation Project. Public Works Engineering Division staff used the informal Request for Quotes process (RFQ) since the work was estimated to cost less than \$100,000. The following competitive quotes were received:

| <b>Contractor</b>             | <b>Total Bid</b>   |
|-------------------------------|--------------------|
| <b>Big River Construction</b> | <b>\$78,710.50</b> |
| TFT Construction Inc.         | \$78,771.00        |
| North Pacific Excavation      | \$101,004.00       |

The Engineer's Estimate prepared for the project is \$84,100 with a 15% contingency.

**RECOMMENDATION**

It is recommended that City Council authorize staff to award a construction contract to Big River Construction in the amount of \$78,710.50 for the CRMM Storm Drain Relocation Project. Funds for the project are available in the Public Works Improvement Fund.

Submitted By   
 Ken P. Cook, Public Works Director

Prepared By:   
 Nathan Crater, Assistant City Engineer

**CRMM STORM DRAIN REPAIR RFO  
TABULATIONS**

March 20, 2013 2:00 PM

| ITEM NO.           | ITEM                              | EST. QTY. | UNIT | ENGINEER EST. |                  | BIG RIVER  |                  | TFT        |                  | NORTH PACIFIC |                  |
|--------------------|-----------------------------------|-----------|------|---------------|------------------|------------|------------------|------------|------------------|---------------|------------------|
|                    |                                   |           |      | UNIT PRICE    | TOTAL IN FIGURES | UNIT PRICE | TOTAL IN FIGURES | UNIT PRICE | TOTAL IN FIGURES | UNIT PRICE    | TOTAL IN FIGURES |
| 1                  | Mobilization                      | 1         | LS   | \$5,000.00    | \$5,000.00       | \$2,250.00 | \$2,250.00       | \$3,498.00 | \$3,498.00       | \$4,300.00    | \$4,300.00       |
| 2                  | Erosion Control                   | 1         | LS   | \$400.00      | \$400.00         | \$450.00   | \$450.00         | \$620.00   | \$620.00         | \$250.00      | \$250.00         |
| 3                  | Sawcut Concrete/Pavement          | 120       | LF   | \$3.00        | \$360.00         | \$4.15     | \$498.00         | \$7.70     | \$924.00         | \$3.00        | \$360.00         |
| 4                  | Concrete/Pavement Demolition      | 350       | SY   | \$10.00       | \$3,500.00       | \$6.25     | \$2,187.50       | \$7.34     | \$2,569.00       | \$5.97        | \$2,089.50       |
| 5                  | 8" Dia. ASTM D3034 PVC Pipe       | 20        | LF   | \$80.00       | \$1,600.00       | \$74.00    | \$1,480.00       | \$47.50    | \$950.00         | \$231.25      | \$4,625.00       |
| 6                  | 30" Dia. ASTM F2468 HDPE Pipe     | 205       | LF   | \$120.00      | \$24,600.00      | \$135.00   | \$27,675.00      | \$143.24   | \$29,364.20      | \$166.29      | \$34,089.45      |
| 7                  | Install 72" Cast-in-Place Manhole | 1         | EA   | \$8,000.00    | \$8,000.00       | \$7,425.00 | \$7,425.00       | \$9,797.00 | \$9,797.00       | \$8,760.00    | \$8,760.00       |
| 8                  | Install 72" Pre-cast Manhole      | 1         | EA   | \$10,000.00   | \$10,000.00      | \$6,000.00 | \$6,000.00       | \$9,098.00 | \$9,098.00       | \$7,080.00    | \$7,080.00       |
| 9                  | 8" Pipe Connection to Extg. SDMH  | 1         | LS   | \$1,000.00    | \$1,000.00       | \$525.00   | \$525.00         | \$842.00   | \$842.00         | \$3,750.00    | \$3,750.00       |
| 10                 | 30" Pipe Connection to Extg. SDMH | 1         | EA   | \$500.00      | \$500.00         | \$750.00   | \$750.00         | \$903.00   | \$903.00         | \$3,600.00    | \$3,600.00       |
| 11                 | Abandon Existing SD Pipe with CDF | 60        | CY   | \$120.00      | \$7,200.00       | \$122.00   | \$7,320.00       | \$93.88    | \$5,632.80       | \$166.83      | \$10,009.80      |
| 12                 | Modify Existing SDMH              | 1         | LS   | \$750.00      | \$750.00         | \$1,000.00 | \$1,000.00       | \$1,820.00 | \$1,820.00       | \$2,940.00    | \$2,940.00       |
| 13                 | Repair Sink Hole Area             | 1         | LS   | \$1,200.00    | \$1,200.00       | \$4,800.00 | \$4,800.00       | \$3,462.00 | \$3,462.00       | \$9,858.50    | \$9,858.50       |
| 14                 | Level 2, 1/2" Dense HMAC          | 75        | Ton  | \$120.00      | \$9,000.00       | \$218.00   | \$16,350.00      | \$123.88   | \$9,291.00       | \$123.89      | \$9,291.75       |
| <b>TOTAL QUOTE</b> |                                   |           |      |               | \$73,110.00      |            | \$78,710.50      |            | \$78,771.00      |               | \$101,004.00     |

**60.01.00 - GENERAL**

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between Big River Construction, Inc., 1050 Olney Ave, Astoria, OR 97103, hereinafter called "CONTRACTOR" and the City of Astoria, a municipal corporation, hereinafter called "CITY."

WITNESSETH:

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

**60.2.00 - DESCRIPTION OF WORK**

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

**COLUMBIA RIVER MARITIME MUSEUM STORM DRAIN RELOCATION PROJECT**

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

**60.3.00 - COMPLETION OF CONTRACT**

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

The **CONTRACTOR** must complete work under this contract by June 1, 2013. As an option to this deadline, the **CONTRACTOR** may postpone construction until September 1, 2013, completing the project 30 calendar days thereafter.

**60.4.00 - CONTRACT PRICE**

The contract price for this project is \$78,710.50. Payment will be made in accordance with ORS 279C.560 including progress payments at the end of each month. Retainage will be withheld in accordance with ORS 279C.550 - .565.

**60.5.00 - CONTRACT DOCUMENTS**

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

#### **60.6.00 - CHANGES IN WORK**

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

- A. An increase or decrease of more than 25 percent of the total cost of the work calculated from the original proposal quantities and the unit contract prices; or,
- B. An increase or decrease of more than 25 percent in the quantity of any one major contract item.

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

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

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

#### **60.7.00 - COMPLIANCE**

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

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

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

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

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

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

**60.8.00 - ADDITIONAL CONTRACTOR RESPONSIBILITIES**

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

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

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

**60.9.00 - CONTRACTOR IS INDEPENDENT CONTRACTOR**

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

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

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

**60.10.00 SUBCONTRACTS - RELATIONS WITH SUBCONTRACTORS, ASSIGNMENTS AND DELEGATION**

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

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

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

(a) A payment clause that obligates the **CONTRACTOR** to pay the first-tier subcontractor for satisfactory performance under its subcontract within 10 day out of

such amounts as are paid to the **CONTRACTOR** by the contracting agency under the contract; and

(b) An interest penalty clause that obligates the **CONTRACTOR**, if payment is not made within 30 days after receipt of payment from the contracting agency, to pay to the first-tier subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract under paragraph (a) of this subsection. A **CONTRACTOR** or first-tier sub-contractor may not be obligated to pay an interest penalty if the only reason that the **CONTRACTOR** or first-tier sub-contractor did not make payment when payment was due is that the **CONTRACTOR** or first-tier subcontractor did not receive payment from the contracting agency or **CONTRACTOR** when payment was due. The interest penalty shall be: (A) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and (B) Computed at the rate specified on ORS 279C.515 (2).

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

The above required clauses are required by ORS 279C.580 (3) and (4) and all the provisions of ORS279C.580 are applicable.

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

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

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

#### **60.11.00 - EARLY TERMINATION**

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

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

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

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

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

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

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

#### **60.12.00 - CANCELLATION FOR CAUSE**

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

#### **60.13.00 - NONWAIVER**

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

#### **60.13.01 - REMEDIES**

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



(A) Reducing or withholding payment;

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

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

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

**60.14.00 - SUIT OR ACTION**

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

**60.15.00 - CONFLICT BETWEEN TERMS**

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

**60.16.00 - INDEMNIFICATION**

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

**60.17.00 - WORKERS' COMPENSATION**

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

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

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

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

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

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

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

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

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

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

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

**60.20.00 - HOURS OF LABOR**

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

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

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

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

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

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

**60.21.00 - PAYMENT OF MEDICAL CARE**

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

**60.22.00 - DRUG TESTING PROGRAM**

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

**60.23.00 – PREVAILING WAGE RATE**

**A. Prevailing Wage Rate.** The **CONTRACTOR** is required to pay prevailing wage rates in conformance to ORS 279C.800 thru 279C.845. A current copy (title page only) of Prevailing Wage Rates for Public Works contracts in Oregon is included in Section 40 of the specifications. The website address where these publications are available is: [http://www.oregon.gov/BOLI/WHD/PWR/pwr\\_db2.shtml](http://www.oregon.gov/BOLI/WHD/PWR/pwr_db2.shtml). All subcontracts shall contain a provision that workers shall be paid not less than the prevailing wage rate.

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

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

**60.24.00 – INSURANCE**

**A. Commercial General Liability.** **CONTRACTOR** shall obtain, at **CONTRACTOR'S** expense

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

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

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

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

#### **60.25.00 - PERFORMANCE AND PAYMENT BOND**

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

#### **60.26.00 - CERTIFICATION OF COMPLIANCE WITH TAX LAWS**

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

#### **60.26.01 - CITY OCCUPATION TAX**

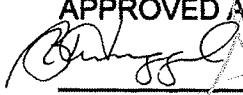
Prior to starting work, Contractor shall pay the City occupation tax and provide the Public Works Department with a copy of occupation tax receipt. Contractor shall, likewise, require all

subcontractors to pay the City occupation tax and provide a copy of the receipt to the Public Works Department prior to commencement of work.

**60.27.00 - NO THIRD PARTY BENEFICIARIES**

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

**APPROVED AS TO FORM:**

  
Digitally signed by Blair Henningsgaard  
DN: cn=Blair Henningsgaard, o, ou,  
email=blair@astorialaw.net, c=US  
Date: 2013.09.21 08:53:00 -08'00'

City Attorney

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

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

ATTEST:

\_\_\_\_\_  
Contractor Date

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

## QUOTE FORM

The undersigned, having full knowledge of the quality and quantity of work and material required, hereby proposes to furnish all labor, material and equipment required to complete the work of:

### \*\* COLUMBIA RIVER MARITIME MUSEUM STORM DRAIN RELOCATION PROJECT \*\*

in accordance with the Scope of Work described in Div. 20.2.00 Scope of Work included within these documents, Oregon APWA 1990 Standard Specifications for Public Works Construction with current revisions, the specifications and provisions attached hereto, and at the following prices within 30 calendar days from the date of Notice to Proceed.

| ITEM NO           | ITEM DESCRIPTION                  | ESTIMATED QUANTITY | UNIT | UNIT PRICE  | TOTAL (IN FIGURES)      |
|-------------------|-----------------------------------|--------------------|------|-------------|-------------------------|
| 1.                | Mobilization                      | 1                  | LS   | \$ 2,250.00 | \$ 2,250.00             |
| 2.                | Erosion Control                   | 1                  | LS   | \$ 498.00   | \$ 498.00               |
| 3.                | Sawcut Concrete/Pavement          | 120                | LF   | \$ 4.15     | \$ 498.00               |
| 4.                | Concrete/Pavement Demolition      | 350                | SY   | \$ 6.25     | \$ 2,187.50             |
| 5.                | 8" Dia. ASTM D3034 PVC Pipe       | 20                 | LF   | \$ 74.00    | \$ 1,480.00             |
| 6.                | 30" Dia. ASTM F2468 HDPE Pipe     | 205                | LF   | \$ 135.00   | \$ 27,675.00            |
| 7.                | Install 72" Cast-in-Place Manhole | 1                  | EA   | \$ 7,425.00 | \$ 7,425.00             |
| 8.                | Install 72" Pre-cast Manhole      | 1                  | EA   | \$ 6,500.00 | \$ 6,500.00             |
| 9.                | 8" Pipe Connection to Extg. SDMH  | 1                  | LS   | \$ 525.00   | \$ 525.00               |
| 10.               | 30" Pipe Connection to Extg. SDMH | 1                  | EA   | \$ 750.00   | \$ 750.00               |
| 11.               | Abandon Existing SD Pipe with CDF | 60                 | CY   | \$ 122.00   | \$ 7,320.00             |
| 12.               | Modify Existing SDMH              | 1                  | LS   | \$ 1,000.00 | \$ 1,000.00             |
| 13.               | Repair Sink Hole Area             | 1                  | LS   | \$ 4,800.00 | \$ 4,800.00             |
| 14.               | Level 2 1/2" Dense HMA            | 75                 | Ton  | \$ 219.00   | \$ 16,425.00            |
| <b>TOTAL BID:</b> |                                   |                    |      | <b>\$</b>   | <b><u>78,710.50</u></b> |

The undersigned contractor hereby represents as follows: That this quote is made without connections with any person, firm or corporation making a quote for same, and is in all respects fair and without collusion or fraud. Contractor agrees comply with ORS 279C.838 or ORS 279C.840 or 40 USC3141, et seq, if the contract is subject to state or federal prevailing wage laws.

The contractor acknowledges receiving and incorporating changes described in Addenda NO. N/A through \_\_\_\_\_

3-20-13  
DATE

QUOTE OPENING: 3-20-13

Big River Construction Inc.  
CONTRACTOR

Secretary / Tony Emery  
SIGNED (NAME AND TITLE)

1050 Olney Ave.  
MAILING ADDRESS

Astoria OR 97103  
CITY, STATE, AND ZIP CODE

PHONE NUMBER: 503-338-3878

CORPORATION:  YES  NO


IF NO, TAX ID NUMBER OR SOCIAL SECURITY NUMBER: 93-1517009

CONTRACTOR BOARD NO. 197632

**CERTIFICATION OF NONDISCRIMINATION**

Pursuant to the requirements of ORS 279A.110, I certify that I have not discriminated and will not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a minority, woman or emerging small business enterprise certified under ORS 200.055 or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225.

3-20-13  
DATE

Big River Construction Inc.  
CONTRACTOR  
 Tony Ewing

**NOTE: THIS STATEMENT MUST BE RETURNED WITH THE QUOTE.**



March 22, 2013

**MEMORANDUM**

TO: MAYOR AND CITY COUNCIL

FROM:  PAUL BENOIT, CITY MANAGER

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

**DISCUSSION/ANALYSIS**

Public Works staff has approached Mr. Jim Neikes to explore the possibility of a land trade for property he owns at the south end of Williamsport Road where it intersects Highway 202. With the current development of the City's former landfill property as a sports complex, it is likely that road and intersection improvements, such as the addition of left and right hand turn lanes, may be necessary to facilitate traffic flow. The present width of the right of way at this intersection is insufficient to accommodate such improvements. Mr. Neikes' property, as shown on the attached map, is located mainly on the west side of Williamsport Road, but also includes other small parcels in the vicinity of the intersection.

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

An appraisal of each of the properties has been prepared, and is attached. The City property is valued at \$60,000, and the Neikes property at \$50,000. In order to compensate for this difference, Mr. Neikes has offered to transfer some property in the 1st and Commercial slide area to the City. Although the property is unbuildable, it potentially could be useful in the future for utility purposes.


Under Section 1.525 of the Astoria Code, Exchange of Property, "Any city-owned real property may be exchanged for any other property of equal or superior value and benefit or for the payment of any services rendered to the city when the person performing the services agrees in advance to accept the exchange of such property as payment for the services rendered. All exchanges of city-owned real property shall be approved in advance of exchange by the city council."


If Council is in agreement with the proposed exchange, staff will request that the City Attorney prepare the proper documents for signature. Adjacent property owners will be notified prior to this item being scheduled to return to Council for final action.



**RECOMMENDATION**

It is recommended that the City Council authorize staff to begin the process of property exchange and return the item to a future Council meeting for final action.

Submitted By   
Ken P. Cook, Public Works Director


Prepared By MIKE MORGAN   
Mike Morgan, Special Projects Consultant



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

March 21, 2013

**MEMORANDUM**

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

SUBJECT: **DESIGNATION OF CERTIFYING OFFICER FOR SENIOR CENTER GRANT**

**DISCUSSION**

On March 18, 2013, the City Council approved the contract with the Oregon Business Development Department Infrastructure Finance Authority (IFA) for a grant in the amount of \$1.5 million for the renovation of the Astoria Senior Center. The grant contract was signed by the Mayor and returned to IFA.

The next step in the process is for the City to appoint a Certifying Officer, whose role is to be the official legally responsible contact for the project. This individual would be the official signator for many of grant related documents. The City Manager is an eligible position that could qualify as a Certifying Officer.

**RECOMMENDATION**

It is recommended that the City Council designate City Manager Paul Benoit as the Certifying Officer for the purposes of this grant.

Submitted By:

  
\_\_\_\_\_  
Brett Estes, Community Development Director/  
Assistant City Manager

Prepared By:

  
\_\_\_\_\_  
Mike Morgan, Special Projects Consultant