
AGENDA

ASTORIA CITY COUNCIL MEETING

Tuesday, February 19, 2013

7:00 p.m.

2nd Floor Council Chambers

1095 Duane Street

Astoria OR 97103

1. CALL TO ORDER

2. ROLL CALL

3. REPORTS OF COUNCILORS

4. CHANGES TO AGENDA

5. CONSENT CALENDAR

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

(a) City Council Minutes of 2/4/13

(b) City Council/Planning Commission Work Session Minutes of 1/22/13

(c) Boards and Commissions Minutes

(1) Historic Landmarks Commission Meeting of 1/15/13

(d) Resolution Adopting Oregon Minimum Wage (City Manager/Finance)

(e) Oregon Department of Fish and Wildlife Grant for Emergency Repair to Salmon Rearing Net Pen Access Pier (Public Works)

(f) Flood Insurance Mapping Partnership Agreement (Community Development)

(g) Public Works Shops Paving Project (Public Works)

6. REGULAR AGENDA ITEMS

(a) Award Contract for Astoria Heritage Square – Garden of Surging Waves (Public Works/Community Development)

(b) ODOT Walkway/Bikeway Project Intergovernmental Agreement for 8th and Commercial Intersection (Public Works)

(c) Astoria Public Safety Building Improvements Project – Final Pay Adjustment

(d) 17th Street Dock Replacement Project – Pay Adjustment #3 (Public Works)

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

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



February 14, 2013

MEMORANDUM

TO: ASTORIA CITY COUNCIL

FROM:  PAUL BENOIT, CITY MANAGER

SUBJECT: ASTORIA CITY COUNCIL MEETING OF FEBRUARY 19, 2013

CONSENT CALENDAR

Item 5(a): City Council Minutes

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

Item 5(b): City Council/Planning Commission Minutes

The minutes of the City Council/Planning Commission Work Session of February 4, 2013 are enclosed for review. Unless there are any corrections, it is recommended that Council approve these minutes.

Item 5(c): Boards and Commissions Minutes

Provided for the City Council's review are the minutes for the (1) Historic Landmarks Commission meeting of 1/15/13. Unless there are any questions or comments regarding the contents of these minutes, they are presented for information only.

Item 5(d): Resolution Adopting Oregon Minimum Wage (City Manager/Finance)

Effective January 1, 2013, the hourly minimum wage increased from \$8.80 to \$8.95 per hour. Under the Temporary Seasonal Employees F1 Salary Schedule, the entire Schedule has been updated to reflect this change. It is recommended that Council adopt the resolution implementing the hourly minimum wage increase.

Item 5(e): Oregon Department of Fish and Wildlife Grant for Emergency Repair to Salmon Rearing Net Pen Access Pier (Public Works)

A wind storm combined with very high tides on December 16, 2012 caused considerable damage to the salmon rearing net pen access pier adjacent to the Astoria Yacht Club. A 40 foot long portion of the pier collapsed into Young's Bay, cutting off access to the City's recreational floating dock, Clatsop County net pens and mooring for gill net boats. The pier is a Parks Department Facility owned by the City and leased to Clatsop County for their fisheries program. City and County staff have worked together to secure emergency funding for the repair work. Clatsop County Fisheries applied for emergency funding on the City's behalf through the Oregon Department of Fish and Wildlife's (ODFW) Restoration and Enhancement Program. The City has been awarded \$31,881 from ODFW. The funding will require a \$10,000 cash match that will be split between the City and County. The total funding available, including the match, is \$41,881, which includes a 20% contingency. Bergerson Construction was awarded a \$34,901 contract to accomplish this work at the February 4, 2013 Council meeting. It is recommended that Council accept the ODFW Restoration and Enhancement Grant in the amount of \$31,881 and authorize the City's contribution of \$5,000 toward the grant match. Funding for the match is proposed to come from the Capital Improvement Fund.

Item 5(f): Flood Insurance Mapping Partnership Agreement (Community Development)

Over the last two years, the Federal Emergency Management Administration (FEMA) and Department of Geology and Mineral Industries (DOGAMI) have been working on a project to map the flood risk hazards for Oregon coastal communities. New Flood Insurance Risk Management (FIRM) maps were adopted in September 2010 with no changes for the City of Astoria. This new flood risk hazard project involves LiDAR mapping of the entire Oregon coast including the lower Columbia River area. The final maps will provide a more detailed tool for City staff and FEMA to use in evaluating flood risks in Astoria. FEMA and DOGAMI have requested that the local communities enter into a Clatsop County Risk Map Partnership Agreement. The Partnership Agreement represents a good-faith effort by all parties to share data, communicate findings, and plan mitigation activities to reduce the exposure of the citizens within the communities to hazard risk. It is intended to provide a common strategy to address hazards and increase resilience within the communities. While communities are not required to sign the Agreement, it is encouraged that all participants sign and enter into the Agreement. It is recommended that the City Council authorize the Mayor to sign the Clatsop County Risk Map Partnership Agreement.

Item 5(g): Public Works Shops Paving Project (Public Works)

Over the past 30 years, large portions of the Public Works Shops yard pavement have deteriorated and require significant repairs to improve drainage and ensure continued use. This work was budgeted in the Fiscal Year 2012-2013 Public Works Improvement Fund. Public Works engineering staff has completed a plan for repairs in critical areas. Public Works operations personnel will be assisting with this project to reduce costs. City staff utilized the informal Request for Quotes (RFQ) process and the following competitive quotes have been received:

Contractor	Total Quote
Bayview Transit Mix, Inc.	\$20,934.75
Clean Sweep Maintenance, Inc.	\$23,230.00

It is recommended that Council authorize award of a construction contract to Bayview Transit Mix, Inc., in the amount of \$20,934.75 for the Public Works Shops Paving Project. Funding for this project is allocated in the Public Works Improvement Fund.

REGULAR AGENDA ITEMS

Item 6(a): Award Contract for Astoria Heritage Square – Garden of Surging Waves (Public Works/Community Development)

On December 3, 2012, City Council authorized staff to solicit bids for the Garden of Surging Waves project. The architect's estimate for construction was between \$900,000 and \$1,100,000. It was stated at the time that if bids received were above the funds raised to date, the project would be modified to reduce cost. The following competitive bids were received on January 15, 2013:

Contractor	Total Bid
Robinson Construction Co.	\$1,287,000
JP Contractors, Inc.	\$1,374,500

The lowest bid received exceeds funding currently available; therefore staff negotiated with the lowest bidder to reduce the project scope and keep within the current budget. A base bid that maintains the integrity of the design, allows for remaining park segments to be installed at a later date, and permits the City to stay within the current budget was negotiated. As funding becomes available, items that have been deferred can be added to the current contract by contract amendment.

If adequate donations are received during construction and the remaining work is added to the contract, the park can be completed on time;

otherwise, the Contractor may need to re-mobilize to complete the work. The project designer will be at the council meeting to describe the current scope and outline the work that remains to be done as funds become available. The following is a breakout of the proposed sequencing of the construction:

Description	Cost
Sequence A (Base Bid to include site work, lantern, Lin Bi rocks)	\$798,498
Sequence B (Add Pavilion to include Mosaic & Landscaping)	\$137,854
Sequence C (Add Story Screen & Remaining Pavers)	\$190,424
Sequence D (Add Donor Screen, Precast Seating Blocks & Precast Timeline Benches)	\$109,893
Total	\$1,236,669

Funds Raised to Date

A total of \$973,604 (outlined below) has been raised and/or allocated for construction of the Garden of Surging Waves.

Promote Astoria Fund	\$350,000
AEURD Loan (excluding sidewalk project and construction management costs)	\$156,349
Community / Grant Donations	\$267,255
Art DeMuro	\$200,000
Total	\$973,604

The transfer of \$156,349 from the Astor-East Urban Renewal Fund to the project will require action by the Astoria Development (ADC). This will added to a future ADC agenda

Construction Expenses for Sequence A (Base Bid)

The following table shows a summary of the anticipated construction budget in addition to the base bid:

Description	Total Amount
Construction Costs for Base Bid	\$798,498
Construction Contingency (14.6%)	\$142,106
Special Inspection/Testing	\$ 15,000
Geotechnical Engineering	\$ 10,000
Basalt Timeline Markers (Duane St.)	\$ 8,000
Total	\$973,604

It is recommended that Council authorize the award of a construction contract to Robinson Construction in the amount of \$798,498 for the Heritage Square – Garden of Surging Waves Project. Funds for this project are available from the Promote Astoria Fund, Astor East Urban Renewal District, and donations received for the project.

Item 6(b): ODOT Walkway/Bikeway Project Intergovernmental Agreement for 8th and Commercial Intersection (Public Works)

City staff has been working with the Oregon Department of Transportation (ODOT) to develop pedestrian enhancements and improved durability for the US Route 30 8th Street and Commercial intersection. The design of these improvements has been incorporated into the upcoming 11th Street Combined Sewer Overflow (CSO) Separation Project. ODOT has agreed to contribute \$100,000 of Quick Fix Bicycle and Pedestrian program funds toward the intersection improvements which will reduce the burden on the loan funds for the 11th St CSO Separation project. It is recommended that Council enter into an Intergovernmental Agreement to accept \$100,000 in ODOT Quick Fix Bicycle and Pedestrian program funds to construct pedestrian enhancements as part of an upgrade to the Commercial Street and 8th Street intersection.

Item 6(c): Astoria Public Safety Building Improvements Project – Final Pay Adjustment (Police)

The purpose of this pay adjustment is to account for work not covered in the bid items or revised following the bid process. This pay adjustment amount constitutes total compensation for the changes as listed in the enclosed memo. The contract completion date remains the same. While an overall project budget contingency of 15% (\$200,000.00) was established to cover project needs in terms of changes related to additional services required, unforeseen conditions, scope changes/additions and owner driven changes, the contingency total has been increased to \$250,000 based on available project funds acquired by under spending in other project budget categories. The contingency is part of the overall established budget, not an additional cost burden from City funds. If approved, Final Pay Adjustment #4 in the amount of \$92,989.00 will leave a grant balance of \$22,971.00. It is recommended that Council authorize Final Pay Adjustment #4 for the Public Safety Building Improvements Project. All costs associated with the pay adjustment are covered by grant funding.

Item 6(d): 17th Street Dock Replacement Project – Pay Adjustment #3

In August, 2010, the Oregon Transportation Commission awarded a Connect Oregon III grant to the City in the amount of \$3,804,800 for the design and reconstruction of the 17th Street Dock. The grant required a \$1,000,000 match. The City secured a \$1,250,000 loan from the Infrastructure Finance Authority (IFA) for a total of \$5,054,800. A \$4,266,137.00 construction contract was awarded to Bergerson Construction on June 25, 2012. Construction commenced on September 1, 2012 and is tentatively scheduled to be completed in mid-April, 2013. Pay adjustment #3 consists of additional utility work and guardrail enhancements identified by the project designs. A contingency of \$400,000 was allotted for this project. Pay adjustments currently total \$38,691.02, leaving a balance of \$361,308.98 or 90% of the contingency in place. COP (Change Order Proposal) #017 refers to the contractor's request for a 30 day extension to address a design issue with the main structure. The Contractor suggested staging the concrete deck pours in a way that adds no cost to the project but requires additional time. Staff and our construction manager believe that this is the best solution to resolve this issue. It is recommended that the Astoria City Council authorize Change Order #3 which will result in a contract increase of \$50,053.18.

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City Council Chambers
February 4, 2013

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, Mellin, Warr, Mayor Van Dusen

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

REPORTS OF COUNCILORS:

Item 3(a): **Councilor LaMear** reported that the City Council goal setting session held the previous week gave Council an opportunity to broadly understand issues in a way not possible during regular City Council meetings. She attended the dedication of the Barbey Maritime Center at the Maritime Museum which will be a great new addition to Astoria for meetings and for the preservation of the community's historic maritime life. Jack Applegate and Brett Estes presented the Derelict Building Code for the Astoria Rotary. It is exciting to see the derelict buildings that have been upgraded and to know that something is being done to address such properties.

Item 3(b): **Councilor Herzig** reported the Lower Columbia Diversity Project hosted a great event with a great turnout on prison systems and alternatives. On February 28, 2013, an event on Buddhism and religious diversity will be held. He invited the public to another Meet the Public event that will be at Astoria Middle School in the library on February 12, 2013 at 7:00 p.m.

Item 3(c): **Councilor Warr** reported that he and Councilor LaMear attended the Clean Energy Works meeting. He also attended a meeting with area gill net fishermen, who are considering their options, including legal action, in light of the vote on Measure 81. He believes Council's goal setting session was successful.

Item 3(d): **Councilor Mellin** agreed the goal setting session was productive. She attended the Coast Guard City unveiling, and the train depot dedication. The Parks Board meeting on January 28, 2013 at 6:45 a.m. was interesting and dynamic, as some of the City's goals were shared with the Parks Board. The Lower Columbia Diversity Project event on prisons was excellent. She believes the information received can be shared with the Oregon legislators.

Item 3(e): **Mayor Van Dusen** introduced Seaside City Councilor Tita Montero and students from Tongue Point. Many of the students attended the dedication regarding Astoria's designation as a United States Coast Guard City. He introduced Coast Guard Captain Len Tumbarello.

CHANGES TO AGENDA:

Acting City Manager Estes proposed the addition of Item 8(g) Consideration of a Contract for Emergency Repairs for the Net Pen Access Pier, which the Council approved.

PROCLAMATIONS:

Item 5(a): **Tongue Point Job Corps Center Appreciation Week**

The Mayor proclaimed the week of February 4-10, 2013 as Tongue Point Job Corps Center Appreciation Week.

Mayor Van Dusen stated that the Tongue Point Job Corps is the second oldest Job Corps in the United States. The students and the City of Astoria received a national award as the Best City and Job Corps Relationship of Any Municipality and Job Corps in the United States. Due to budget cuts, the Job Corps is unable to accept any more students at this time. The students have taken a cut in pay and a graduation bonus has been eliminated.

He suggested that City Council write a letter to Congress, asking the budget constraints of the Job Corps be considered.

City Council Action: Motion made by Councilor LaMear, seconded by Councilor Herzig, to draft a letter to Congress regarding the budget constraints of the Job Corps. Motion carried unanimously. Ayes: Councilors LaMear, Herzig, Mellin, Warr and Mayor Van Dusen. Nays: None.

Mayor Van Dusen spoke about the importance of the Job Corps and its impact on both the students and the community. He read the proclamation declaring the week of February 4-10, 2013 as Tongue Point Job Corps Center Appreciation Week.

Angel Eneli, President, Tongue Point Student Council Association, thanked the City and community for offering opportunities to strive for the students' best in the community.

Mayor Van Dusen presented the signed proclamation to Ms. Eneli.

PRESENTATIONS:

Item 6(a): City Council Draft Fiscal Year 2013-2014 Goals

Attached is a list of proposed City Council goals for the Fiscal Year 2013-2014. The draft goals were developed during a work session on January 25, 2013. The goals are presented for further consideration and possible adoption.

Acting City Manager Estes read each of the thirteen proposed goals designated as being of equal importance.

Councilor Warr noted that economic and business development was discussed at length at Council's goal setting session. The City is currently involved in two ongoing programs that promote economic development by financially supporting the CEDR Program and working closely with the Astoria Downtown Historic Development Association (ADHDA). Acting City Manager Estes had suggested adding economic development to the goals to let the public know that economic development has not been overlooked. Councilor Warr believed Council should add "Continue vigorous support of economic development" as a goal.

Councilor Herzig believed adding "sustainable" or "community based," not just economic development to fit the character of Astoria. Councilor Warr explained this would not be a call to action item, just a reminder to the community that the City will continue to financially support the CEDR Program and cooperate with ADHDA. Acting City Manager Estes stated he would ensure the goals are available on the City website if they were not included in the City Council packet. The goals will be discussed further at the next City Council meeting.

Item 6(b): Astoria Parks, Recreation and Community Foundation

Coast Guard Captain Len Tumbarello and Dr. Tracy Erling, ND introduced and discussed the Astoria Park, Recreation and Community Foundation.

Captain Tumbarello, 1950 SE 2nd St., distributed information about the Astoria Parks, Recreation and Community Foundation to the Councilors. He explained that the mission of the Foundation is to enhance the recreational health and overall enrichment children, teens, adults and seniors within the community. The Foundation's vision is to create partnerships, charitable opportunities, and funding for community parks, open spaces and recreational activities. Working with the City and the Parks Department, the Foundation has achieved many successes in the community. Captain Tumbarello listed several organizations that the Foundation has been able to financially support. The Foundation was awarded the Meyer Memorial Grant for \$40,000, which they plan to spend on laser tag and other equipment for the Astoria Recreation Center. The Oregon Community Foundation Grant for \$250,000 will be spent on equipment for the Aquatic Center.

The Foundation's goals include increasing its visibility in the community through published articles and radio interviews. They also intend to increase membership and raise funding through business donations.

Mayor Van Dusen noted that while members of the Coast Guard risk their lives for the community, they also provide quality volunteerism to Astoria. News of the Coast Guard City Celebration has been seen in Washington D.C., where Columbia River Sector Commander Captain Bruce Jones has been receiving congratulations. Captain Tumbarello stated that the monument means a great deal to him, as it is a legacy that the City and the Coast Guard can enjoy.

Item 6(c): Irving Avenue: 19th Street Bridge Replacement – Design Evaluation and Recommendation

The Irving Avenue Bridge near 19th Street is a steel structure that was built in 1946. It has deteriorated and has required emergency repairs to keep it functional. This bridge serves as part of an alternate route for State Highway 30 and provides access to downtown for residents on the east side of Astoria.

On July 19, 2010, Council approved staff's request to enter into an Intergovernmental Agreement with ODOT to secure funding for the replacement of the bridge. Project costs are estimated to be \$5,877,000. The agreement provides funds in the amount of \$5,273,432 with the City being responsible for a match of \$603,568. David Evans and Associates (DEA) are the design engineers and have prepared a 15% design report.

DEA, ODOT and City staff met to discuss the alternatives and select recommended alternatives to present to Council. The alternatives below will be described in more detail during the Council presentation.

Bridge replacement alternatives

- Option A: Multiple span bridge costing \$5,179,000
 - Option B: Single span costing \$4,592,000
 - Option C: Retaining walls with lightweight fill costing \$5,080,000
- City staff recommends Option B.*

Bridge railing alternatives

- Option 1: Combination Rail with Ornamental Railing costing \$250/foot
 - Option 2: ODOT Three Tube Railing costing \$140/foot
 - Option 3: Texas Railing (similar to Franklin Bridge) costing \$300/foot
- City staff recommends Option 3.*

Temporary traffic control alternatives

- Option 1: Full closure detour
 - Option 2: Staged construction
 - Option 3: On-site detour
- City staff recommends Option 1.*

At the 15% level of completion, the total project cost for the recommended alternative is \$4,592,000, which includes 30% contingency. Council will be kept informed as the design is further developed and the associated construction cost estimates are refined. It is recommended that Council authorize David Evans and Associates to commence work on bridge design Option B with Texas railing allowing for full closure detour for the Irving Avenue 19th Street Bridge Replacement project.

Public Works Director Cook introduced the project team, noting their work experiences and credentials.

Support Engineer Cindy Moore provided a brief update on the project, noting that the preliminary engineering, survey, and geotechnical study are complete. She presented the preliminary details of the project via PowerPoint. The Engineering Department has been working with Transportation System Plan (TSP) consultants to modify one section and add 5-foot sidewalks on both sides of the street. In order to add sidewalks without increasing cost, traffic lanes would need to be narrowed.

Jeff Parker, David Evans & Associates, 1115 W. Bay Dr., Olympia, WA, presented the three proposed bridge replacement alternatives via PowerPoint. He noted Option A would provide the shortest walls and longest bridge. Currently, residents access the bridge by driving directly on to the side of the bridge, which would still be a challenge with this option. The walls would be approximately 20 feet high. Option B is the simplest bridge design.

The price of this option can vary. This type of single-span bridge can accommodate movement better than multiple span bridges, which would be beneficial as four landslides in the vicinity of this project site are being accommodated. Option C would involve filling the ravine and building a roadway embankment rather than a bridge. The ravine rarely carries water, as the water is captured by a drain tile that pipes the water to the city sewer. This option would require significant excavation and bridge funding could be jeopardized if Option C is chosen. ODOT would have to approve the use of Option C. Mr. Parker showed sketches of the three options and explained the details of each.

Support Engineer Moore noted there will be limited visibility of the finished bridge, so the presented options stemmed from engineering not aesthetic issues as with the Franklin Bridge project. She explained the details of the bridge railing options and showed photos of each. Three alternative traffic routes have been proposed; the details of each were presented.

Mayor Van Dusen asked about detour routes for pedestrians. Support Engineer Moore responded that only brief discussions regarding pedestrian traffic have occurred as the plans have not considered that level of detail. Any pedestrian access must be ADA accessible as a requirement of using federal funds. This would be a challenge; however, pedestrian access is being considered.

Support Engineer Moore reviewed City Staff's recommendation of Option B for the bridge replacement, the Texas railing, which is similar to the Franklin Bridge, and traffic control. David Evans and Associates recommends beginning construction in the summer due to land movement concerns.

Councilor Warr questioned whether using the Texas railing would be worth the extra money if the bridge is not very visible. Support Engineer Moore replied that was Council's consideration, adding that Staff believed using the Texas railing would provide consistency with the recent Franklin Bridge replacement. She confirmed she was referring to the visibility of the project from underneath the bridge. Mayor Van Dusen believes the railings would be more visible because Irving receives more traffic.

Councilor LaMear asked about the height of the railings and if the weight was an important factor. Support Engineer Moore clarified the railings would be about 48 inches high. The weight of the railing would be factored into the design of the bridge.

Mayor Van Dusen asked how traffic would get from Tongue Point to the roundabout if there is a road closure on Marine Drive. Support Engineer Moore replied that scenario had not been discussed yet, but an alternative route would be established. Mayor Van Dusen noted other streets that might be used, noting that several things could cause Marine Drive to close, which would leave limited options for traffic. Director Cook confirmed that the Public Works gates could be opened to traffic if required. He explained this is one reason the bridge is being rebuilt. Strengthening the bridge will allow the city to use it as a bypass should Marine Drive be closed to traffic.

Support Engineer Moore reviewed a slide of the project schedule, noting that 30 percent design documents should be completed by mid-March 2013. A neighborhood open house will be scheduled. Final design documents will be completed in November 2013. Construction should begin in the summer of 2014 and should be complete early in 2015.

Mayor Van Dusen opened the meeting to public comments and questions.

Rose Grafton, 2078 Irving, Astoria, asked why a sidewalk on both sides of the bridge is necessary. The sidewalk on the east side would not continue past the bridge. Building a sidewalk on only one side of the bridge would cost less. Support Engineer Moore explained that two sidewalks would not cost more than one sidewalk. The design life of the bridge is 75 years, so a connecting sidewalk could be built in the future.

Sonya Cox, 3429 Harrison, agreed one sidewalk would be adequate. Sidewalks do not currently run throughout the Irving area. She has a hard time believing that an additional sidewalk would not incur a greater expense.

Dean Peterson, 3552 Irving, Astoria, recalled emergency personnel had access via a walkway on the Franklin Street Bridge when that bridge was closed for construction. He asked if this option will be considered for the 19th Street Bridge. Support Engineer Moore replied there will be access for emergency vehicles. There was always

one of lane of traffic open during the Franklin Street Bridge construction. The City would work closely with the fire and police departments and notify them of bridge closures and detours.

Mr. Peterson asked if the width of the bridge would be the same as the roadway on each side, or would a bottleneck still exist. Support Engineer Moore explained the roadway width is different on each side of the bridge, so each side would be different, but the new bridge will be wider than the current bridge. A standard roadway width will be used.

Don Webb, 3555 Harrison, Astoria, described a detour route designed by several senior citizens in the community that uses 22nd Street in case the 19th Street Bridge gave way. The entire hillside is a slide area. He was concerned about a mound on the north side of the street and asked that it be removed. Also, the streets are not lined up in this area. Mayor Van Dusen stated these concerns are being addressed. The streets will not be perfectly lined up, but they are will be much improved.

Dorothy Olson, 152 Washington St., Astoria, asked what the cost difference would be between closing the bridge and keeping one lane open and having the project take 50 percent longer. Support Engineer Moore replied the difference is approximately \$750,000. Ms. Olson recommended the cheaper, ODOT Three-Tube railing and the full closure detour to get the project done quicker.

Acting City Manager Estes asked Council to choose from the options presented for bridge replacement, railings, sidewalks and temporary traffic control. Design engineers will be able to move forward on the project once these choices have been made.

Mayor Van Dusen stated that many people walk to work and school in this area. He encouraged Council to support a pedestrian detour route.

Councilor Mellin recalled walking a detour route as a child when the bridge was closed. She preferred completing the project as quickly as possible, even though it would still be a terrible inconvenience, rather than drawing the project out over a longer period of time at greater expense.

City Council Action: Motion made by Councilor LaMear, seconded by Councilor Mellin, to approve Option B – single-span bridge as the bridge replacement alternative. Motion carried unanimously. Ayes: Councilors LaMear, Herzig, Mellin, Warr and Mayor Van Dusen. Nays: None.

Councilor LaMear believed having sidewalks on both sides of the bridge is more symmetrical and would improve pedestrian safety.

Mayor Van Dusen supported sidewalks on both sides because the traffic lanes will be narrower, which will slow automobile traffic.

Councilor Mellin noted having sidewalks on both sides would prevent pedestrians from having to cross the street to continue on a sidewalk.

Councilor Herzig agreed pedestrian safety is an issue. A sidewalk will be more costly to install in the future.

City Council Action: Motion made by Councilor Herzig, seconded by Councilor Warr, to approve installing sidewalks on both sides of the bridge. Motion carried unanimously. Ayes: Councilors LaMear, Herzig, Mellin, Warr and Mayor Van Dusen. Nays: None.

Councilor Herzig believed spending an extra \$30,000 while the City is experiencing budget shortfalls is not responsible. He suggested that a community group raise funds to pay for the Texas railing. Support Engineer Moore noted that ODOT funding will pay 90 percent of the increased cost of the Texas railing. Councilor Herzig withdrew his concern.

City Council Action: Motion made by Councilor Warr, seconded by Councilor LaMear, to approve Option 3 – Texas railings. Motion carried unanimously. Ayes: Councilors LaMear, Herzig, Mellin, Warr and Mayor Van Dusen. Nays: None.

City Council Action: Motion made by Councilor Mellin, seconded by Councilor LaMear, to approve Option 1 – full closure detour route. Motion carried unanimously. Ayes: Councilors LaMear, Mellin, Herzig, Warr and Mayor Van Dusen. Nays: None.

CONSENT CALENDAR:

The following items were presented on the Consent Calendar:

- 7 (a) City Council Minutes 1/22/13**
- 7 (b) City Council/Planning Commission Work Session Minutes 1/22/13
- 7 (c) Boards and Commission Minutes
 - (1) Historic Landmarks Commission Meeting 11/20/12
 - (2) Historic Landmarks Commission Meeting 12/18/12
 - (3) Library Board Meeting 11/27/12
 - (4) Library Board Meeting 12/20/12
 - (5) Planning Commission Meeting 11/27/12

Councilor Herzig requested the removal of Item 7(a) City Council Minutes 1/22/13 for one correction.

Acting City Manager Estes noted the City Council/Planning Work Session Minutes 1/22/13 were received earlier in the day and will be brought to the next City Council Meeting for review.

Mayor Van Dusen noted Items 7(b) and 7(c) were for informational purposes only and no motion was needed.

Councilor Herzig corrected the double negative on Page 2 of the 1/22/13 City Council Minutes to state, "Director Cook stated he did not believe that the 10-foot right of way would not block the trail."

City Council Action: Motion made by Councilor Warr, seconded by Councilor Herzig, to approve the Consent Calendar as corrected. Motion carried unanimously. Ayes: Councilors LaMear, Herzig, Mellin, Warr and Mayor Van Dusen. Nays: None.

REGULAR AGENDA ITEMS

Item 8(a): Ordinance Granting a Nonexclusive Right and Franchise to Lightspeed Network, Inc. (2nd Reading and Adoption) (City Attorney/City Manager)

This proposed ordinance received its first reading at the January 22, 2013 Council meeting. If approved, this ordinance grants a franchise to Lightspeed Networks, Inc., doing business as LS Networks, to operate telecommunications facilities within City rights of way. The ordinance:

- Requires utilities LS NETWORKS to pay a fee to the City equal to 7.0% of the gross revenue earned within the City.
- Provides procedures for amendment and renewal of the franchise.
- Imposes certain reporting requirements.

This is the first franchise agreement for LS Networks. LS Networks provides telecommunications services to larger institutional customers such as Columbia Memorial Hospital, Clatsop Community College and the city. The provisions of this franchise are similar to the franchise agreements negotiated with other users of our rights of way. City Attorney Henningsgaard and City Manager Benoit recommend that Council conduct the second reading and adopt this ordinance.

Fire Chief Ames conducted the second reading of the ordinance granting a nonexclusive right and franchise to Lightspeed Network, Inc.

City Council Action: Motion made by Councilor Warr, seconded by Councilor LaMear to adopt the ordinance granting a nonexclusive right and franchise to Lightspeed Network, Inc. Motion carried unanimously. Ayes: Councilors , LaMear, Herzig, Mellin, Warr and Mayor Van Dusen; Nays: None.

Item 8(b): Ordinance Establishing a Criminal History Records Check Policy (2nd Reading and Adoption) (Police)

This ordinance received its first reading at the January 22, 2013 Council meeting. The City of Astoria currently has no ordinance establishing criminal history record checks to be conducted on applicants for potential employees, liquor license applicants and certain volunteers. To better protect the City and its citizens, City Manager Benoit is proposing that the attached local ordinance be considered for adoption to allow for these types of checks and so that the City is in compliance with applicable Oregon Administrative Rules and Oregon Revised Statutes. If adopted, this ordinance will allow for the City of Astoria to access Oregon State Police criminal offender information through the Law Enforcement Data System (LEOS), for all applicants for employment, public service volunteers with the City of Astoria, and liquor license applicants. Persons in any of these positions must operate with the public's highest degree of trust and confidence. It is recommended that Council hold the second reading and adopt the proposed ordinance.

Police Chief Curzon conducted the second reading of the ordinance.

City Council Action: Motion made by Councilor LaMear, seconded by Councilor Mellin to adopt the ordinance establishing a criminal history records check policy. Motion carried unanimously. Ayes: Councilors Herzig, LaMear, Mellin, Warr and Mayor Van Dusen; Nays: None.

Item 8(c): Ordinance Readopting Certain State Statutes to Reflect Changes Made by the 2012 Oregon Legislature (2nd Reading and Adoption) (City Attorney/City Manager)

Enclosed is an ordinance implementing "global" re-adoption of various Oregon Revised Statutes that appear throughout the Astoria City Code. This ordinance received its first reading at the January 22, 2013 Council meeting. It is recommended that Council conduct the second reading and adopt this ordinance.

Library Director Tucker conducted the second reading of the ordinance.

City Council Action: Motion made by Councilor LaMear, seconded by Councilor Warr to adopt the ordinance re-adopting certain state statutes to reflect changes made by the 2012 Oregon Legislature. Motion carried unanimously. Ayes: Councilors Herzig, LaMear, Mellin, Warr and Mayor Van Dusen; Nays: None.

Item 8(d): Liquor License Application – Cervesia Gratis, Inc., dba Fort George Brewery & Public House, located at 426 14th Street and 1483 Duane Street, for a Change License Privilege – Brewery License and an Additional Privilege – Winery License (Finance)

Two liquor license applications have been filed by Cervesia Gratis, Inc., Jack Harris and Chris Nemlowill doing business as Fort George Brewery & Public House, located at 426 14th Street & 1483 Duane Street, Astoria. The applications are a Change License Privilege - Brewery License and an Additional Privilege- Winery License. Copies of the applications are attached. The application request is for a change of license privilege from a Brewery Public House to a Brewery. The second application request is for an additional privilege to add a winery license to their brewery license. The appropriate departments have reviewed the applications. No objections to approval were noted. It is recommended that the City Council consider these applications for approval.

Mayor Van Dusen stated for the record that the company owned by he and his brother sell soft drinks to the Applicant, however he believed he could be objective regarding the issue.

City Council Action: Motion made by Councilor Mellin, seconded by Councilor LaMear to approve the liquor license applications for Cervesia Gratis, Inc. for a brewery license and a winery license. Motion carried unanimously. Ayes: Councilors Herzig, LaMear, Mellin, Warr and Mayor Van Dusen; Nays: None.

Item 8(e): 5th and Duane Street Slide Emergency Response Cost (Public Works)

On December 19, 2012, a landslide occurred on City-owned property, on the south side of Duane Street between 5th and 6th Streets. A second portion of the embankment gave way the next morning. The City worked

closely with Landslide Technology, Bigby's Tree Service and North Pacific Excavation to safely clean up slide debris.

During the first two weeks of January, continued movement deposited more debris in the Duane Street right-of-way and on private property located at 423 6th Street. This debris was removed by North Pacific Excavation. A temporary concrete block wall was constructed along the south side of Duane Street to prevent large rocks and soil from damaging adjacent homes and impacting access.

The cost of the emergency response and clean-up effort to date is summarized below:

Contractor/Consultant	Cost
Bigby's Tree Service	\$18,807.50
North Pacific Excavation	\$15,835.17
Landslide Technology	\$ 6,640.00
Total Cost	\$41,282.67

Continued surface movement is expected especially if intense, prolonged periods of rainfall occur. If future sliding ensues, the City will remove debris that blocks access or poses a threat to adjacent homes per the Geotechnical Engineer's recommendations. A project to provide a more permanent solution will be considered this summer. It is recommended that Council approve "after-the-fact" payment of \$41,282.67 in costs associated with the emergency response and clean-up effort for the 5th and Duane Street slide event.

City Council Action: Motion made by Councilor LaMear, seconded by Councilor Warr to approve "after-the-fact" payment of \$41,282.67 in costs associated with the emergency response and clean-up effort for the 5th and Duane Street slide event. Motion carried unanimously. Ayes: Councilors LaMear, Herzig, Mellin, Warr and Mayor Van Dusen; Nays: None.

Item 8(f): Feeding of Cats on the RiverWalk

City Councilor Karen Mellin has requested an agenda item to discuss the feeding of cats on the RiverWalk.

Councilor Mellin provided Staff with photographs, which were distributed to the Councilors. She recalled City Council created an ordinance regarding the feeding of deer; however, the ordinance does not apply to cats. A citizen has approached her about now addressing the cat problem, particularly on the RiverWalk. She reviewed an article in *The Oregonian* regarding the danger of feral cats, citing studies that show domestic, stray, and feral cats in the United States kill about 2.4 billion birds and 12.3 billion mammals annually. The domestic cat is considered one of the single greatest human-linked threats to wildlife. While this is a very sensitive subject for cat lovers, the statistics must be considered.

- She explained that she is unable to put bird feeders in her yard because the neighborhood is overrun with cats. She visited the cat village on the RiverWalk near George Brugh's wrecking yard. A posted sign says not to leave food out when the raccoons are present. Raccoons are always present and the concern is that the raccoons are living in the cat houses. If someone were to reach into the cat house to pet a cat, they could be hurt by a raccoon.
- She believes the person maintaining this cat village is a kind-hearted and loving person. However, trays of cat food litter the trail in that area. The train station has been recently renovated and the RiverWalk was beautiful, but the cat village is a blight on the neighborhood.
- A lot of work went into building the cat village and it is cute; however, it is on public property. The area is a mess and dangerous, especially for young children who want to pet the cats. She recommended cutting down the blackberry bushes that the cats live under to prevent the cats from hiding. A No Trespassing sign on the concrete wall is being completely ignored.
- She recommended that Staff be directed to amend the current ordinance or create a new one that addresses the feeding of cats, similar to that passed for deer. She did not expect the law to change immediately as she wanted to allow enough time for the cats in the cat village to be taken care of. She added that feral cats carry all types of diseases.

Councilor LaMear said that she is a cat lover, but objected to such an ordinance. She stated the woman who is feeding the cats on the RiverWalk is also taking them to Dr. Goza to have them neutered and spayed. She believes the cat village is quirky and does not object to it. She noted a letter published in *The Oregonian* today objected to the study mentioned in the article, saying the study was quite overstated. She respectfully disagreed that an ordinance was necessary.

Councilor Herzig agreed with Councilor LaMear. He believes the City is responsible for providing for the cats since the City introduced them into the environment. Council needs to decide to euthanize them or support efforts to feed and neuter them. Humans will continue to introduce cats into the environment. He believes outlawing the feeding of cats would criminalize behavior that the City could not control. He favored a humane coordinated approach to maintain the health and well-being of the cats while controlling their population responsibly.

Councilor LaMear clarified she is not suggesting that the cats be euthanized.

Councilor Herzig explained if serious population control measures are implemented, euthanizing may be necessary. If residents stop feeding cats in one location, the cats will find another location to gather. The issue cannot be addressed site specific; it is a community-wide issue. He was not suggesting euthanasia, but a humane approach to care for the cats' well-being and ensure population control.

Sonya Cox, 3429 Harrison, believed the City/community has created this issue by installing concrete structures on the RiverWalk that created a shelter for the cats. She believes dispersing the cats on the RiverWalk would eliminate the overpopulation issue. When cats no longer have shelter, the issue will be alleviated. She suggested removing the blackberry bushes and concrete structures.

Rita Smith, 842 5th Ave., Hammond, Riversong Foundation, explained that she runs the Foundation's Feral and Stray Cat Program. She works with Clatsop County residents to help them spay and neuter cats as well as finding homes for feral and stray cats. She urged everyone to ignore the statistics cited in *The Oregonian's* article, as it does not include any actual scientific evidence that supports the statistics.

- The cat colony at the RiverWalk is one of hundreds of cat colonies in the county. This particular colony is high profile because of its location. In the fall of 2012, the Riversong Foundation took over the daily care, feeding and management of the RiverWalk colony and 20 abandoned pet cats have been removed and placed in homes or foster care. The Foundation is still working towards spaying and neutering other cats in the colony.
- She explained that in order to resolve this issue, the complicated social structure of cats must be understood. While cats are emotionally and biologically dependent on humans, they still retain deep survival instincts. Without human care, cats will revert to these survival instincts after a few days, making starving or relocating such cats useless. Hungry and stressed out cats go into an accelerated breeding mode. When a cat is euthanized, another cat will move in that is not fixed, continuing the cycle.
- It is necessary to concentrate on the human causes of the overpopulation of cats. She noted the plan she had previously outlined for Council based on science and providing a compassionate solution. She briefly reviewed the details of the plan, noting that when combined, three things will significantly reduce the homeless cat population: an aggressive spay and neuter campaign, spay and neuter ordinances, and a trap, neuter and release program.
- She discussed her successful experiences in rapidly and significantly reducing cat populations with a trap, neuter and release program, with which San Diego has had great success.
- Additionally, a sanctuary could be built for the feral cats currently living in undesirable locations. The Riversong Foundation would be happy to work with the City and County to set up a sanctuary, which could also be used a resource center for residents and an evacuation site for animals.

Councilor Herzig asked if the trap, neuter and release program worked best with a colony of cats or a dispersed population of cats. Ms. Smith explained she has experience trapping cats in both situations. She receives calls about trapping individual feral cats from property owners. Last year, about 25 out of 50 cats were trapped within two square blocks in downtown Astoria.

Dorothy Olson, 150 Washington St., Astoria, stated she would like to see the cats live somewhere other than the RiverWalk. She supported the idea of providing a sanctuary for these cats and suggested posting signs that petition volunteers and refer people to the sanctuary.

Councilor Mellin thanked the Riversong Foundation for their work. She believed citizens will have to come forward and care for the cats in some way. Neither City Staff, the police department nor parks department have the time to work on this issue or clean up the mess. Her concern regarded the feeding of cats on City property, like the RiverWalk, because of the danger to children who try to pet the cats. The City will have a major problem if the children are injured.

City Council consented to have Staff contact the food bank, Riversong Foundation, City Animal Control, local vets, and other County agencies about the issue and then make some recommendations to Council.

Item 8(g): Consideration of a Contract for Emergency Repairs for the Net Pen Access Pier

This item was added to the agenda at Staff's request.

Acting City Manager Estes explained that in December 2012, a windstorm and high tides damaged the Net Pen Access Pier, which is adjacent to the Astoria Yacht Club. A 40-foot long portion of the pier collapsed into Young's Bay, which cut off access to the City's recreational floating dock, Clatsop County net pens and mooring for the gill net boats. The access pier is owned by the City and maintained by the Parks Department, but leased by Clatsop County. Repairing the pier soon would minimize any possible impact to the Clatsop County Fisheries Program. City and County Staff have worked together to develop the repair project and secure emergency funding. Clatsop County Fisheries has applied for emergency funding on behalf of the City through Oregon Department of Fish and Wildlife (ODFW). The City was verbally awarded a grant in the amount of \$31,881.20 on January 31, 2013.; however, the City has not yet had this confirmed in writing.

- City Staff has completed a design for the permanent repair of the pier. Two quotes for the repair were received through the informal request for quotes process. Bergerson Construction's quote was for \$34,901. Tidewater Construction's quote was for \$37,760. A contract needs to be executed prior to finalizing the grant agreement because the timeline of repairs is critical. The City anticipates receiving the written grant agreement in the next two weeks. Staff recommends that Council authorize award of a contract to Bergerson Construction in the amount of \$34,901 for emergency repairs to the Net Pen Access Pier, pending written confirmation of the ODFW grant.

Councilor Herzig explained the net pens in Young's Bay are used to raise salmon and are owned by the County. The pier is owned by the City. The County cannot access the net pens until the pier is repaired. The net cost of repairs to the City would be about \$5,000.

City Council Action: Motion made by Councilor Warr, seconded by Councilor Herzig, to authorize award of a contract with Bergerson Construction in the amount of \$34,901 for emergency repairs to the net Pen access pier, pending written confirmation of the ODFW grant. Motion carried unanimously. Ayes: Councilors LaMear, Herzig, Mellin, Warr and Mayor Van Dusen. Nays: None.

NEW BUSINESS & MISCELLANEOUS, PUBLIC COMMENTS

Cecilia Davis, 1354 Miller Ln., confirmed that staff would consult with the Riversong Foundation when preparing recommendations regarding the cat issues.

Nick Clark, 229 West Marine Dr., Nature's Choice Alternative Medicine, announced that the Hemp Festival will be held at the fairgrounds on Labor Day Weekend, August 31 and September 1, 2013. He offered use of the fundraising dunk tank to raise funds for the community, including cat program and laser tag. The Hemp Festival was held in Longview in 2012.

Don Webb, 3555 Harrison, Astoria, noted *The Daily Astorian* has reported that the costs of the Chinese Garden and some City expenses are soaring, indicating that Council is not keeping up with these increasing costs. Bids have come in between \$300,000 and \$500,000 in the last month. People want to know what the final cost will be.

- The loss of parking on the Safeway property is also a concern as people will drive to other areas where parking is more plentiful and deter them from spending money in Astoria.
- He noted that unpaid business taxes are also an issue which he estimated to be between \$30,000 and \$40,000.

- He recalled comments made by Councilor LaMear that the City should not be trying to raise more money, especially with the financial hits the City is expected to take in the next fiscal year. According to the newspaper, the City has about \$300,000 to \$400,000 in that account, which used to be about \$1 million.
- The City should consider building a parking lot rather than a park. The senior center and Meals on Wheels do not have sufficient parking once they move from the Peace Lutheran Church.

Mayor Van Dusen noted the quotes in the newspaper came from a public meeting. He corrected that City funds have not decreased. The City has about \$1 million to spend on the garden project and bids came in at \$300,000 above that. The \$300,000 is a shortfall, not a budget overrun. The City does not have enough money to build the entire project with a turn-key operation.

Dolores Skillstad, 2314 SE Front Rd., Williamsport, OR, understood the 19th Street Bridge Project would include the installation of a French drain. She explained that a stream runs through the area and there are landslides on the hill. Installing a French drain that empties into the sewer would be expensive. Director Cook clarified that a French drain already exists and a new one would need to be constructed. The drain will empty into the combined line. Future CSO projects.

Councilor Herzig asked if Staff tracks grant applications being submitted by partner groups. He is concerned about the City competing with itself for similar grants. Acting City Manager Estes explained the City's departments do ensure that efforts are not duplicated and that applications for grants do not compete with one another.

Councilor Mellin reminded that the Oregon Historical Society contacted her regarding the Sikh community in Astoria. The Historical Society is encouraging the City to recognize the formation of the Ghadar Party, which began in Astoria. She briefly reviewed the history of the Sikhs and the Ghadar Party, noting their significance to the community and the world. She noted certain worldwide organizations, including the Indian London Times, is looking at Astoria. The Historical Society is not only going to support the City, but some funding may also be available. She will be meeting with the Historical Society to discuss venues and suggested holding an event at Astoria City Hall. She clarified that the Sikh Indians are from Punjab, India, near Pakistan and the Himalayan Mountains. An article in the *Oregon Historic Journal* gave a detailed history of the Sikhs that lived in the Columbia River area. The proposed celebration would be held in May 2013. Events have already been held in San Francisco and in Yuba City, CA.

Mayor Van Dusen announced that he will be absent from the first City Council meeting in March 2013, so Councilor Mellin will facilitate the meeting in his absence.

ADJOURNMENT

There being no further business, the meeting was adjourned at 8:53 p.m.

ATTEST:

APPROVED:

Finance Director

City Manager

ASTORIA CITY COUNCIL AND PLANNING COMMISSION JOINT WORK SESSION

Astoria City Hall
January 22, 2013

CALL TO ORDER:

Mayor Van Dusen called the meeting to order at 5:30 p.m.

ROLL CALL:

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

Commissioners Present: President Zetty Nemlowill, Commissioner Cary, Commissioner Innes, Commissioner Tollefson, Commissioner Pearson and Commissioner Norgaard

Staff Present: City Manager Benoit, Community Development Director Estes, Police Chief Curzon, Deputy Chief Johnston, Police Sergeant Aydt, Officer Hord, Public Works Director Ken Cook, City Engineer Harrington, and Planner Johnson. The meeting is recorded and will be transcribed by ABC Transcription Services, Inc.

REGULAR AGENDA ITEMS

Item 3(a): Pedestrian Safety Discussion

City Manager Benoit explained that over the past few months, the Planning Commission, acting in its role as the Traffic Safety Committee (TSC), has been discussing the issue of pedestrian safety. Representatives from the Public Works, Police, and Community Development Departments have been addressing questions and issues raised by the TSC. Chris Maciejewski from DKS & Associates, the firm working on Astoria's Transportation System Plan (TSP) update, will present information and discuss issues regarding pedestrian safety within the City of Astoria.

Chris Maciejewski, Traffic Engineer, DKS & Associates, presented an overview of the pedestrian safety issues within the city via PowerPoint, reviewing statistics and information about pedestrian related accidents over the last ten years and noting key factors that lead to such incidents. He also reviewed a toolbox of pedestrian safety improvements used by communities around the country to generate ideas about what tools would fit well for Astoria and help improve pedestrian safety. He explained that his goal is to get a good dialogue started about pedestrian safety and what changes people are interested in seeing. His key comments and responses to questions from Council and the Commission included:

- Pedestrian crash statistics are generated by a report being filed with the police or the DMV, which are copied to ODOT. There could be more close calls or unreported incidents.
- Lighting seems to be a leading factor in pedestrian related accidents, as more accidents occur during the winter months, when there is less light each day, and around dusk during most of the year.
- Most accidents occur in Astoria's downtown core, where most pedestrian traffic occurs. Accidents have also been occurring on the highway west of downtown, which is currently being discussed at the TSP meetings as crossing that four-lane section of highway is difficult.
- The majority of crashes occur at unsignalized crossing locations in the downtown area with the key contributing factors being lack of driver visibility and motorists failing to yield to pedestrians.
 - Pedestrian accidents on the highway west of town occurred at both unsignalized and signalized intersections and as a result of jaywalking, again, lack of visibility and failure to yield to pedestrians were the key causes. A couple accidents resulted from excessive speed.
- In the downtown core area, improvements at signalized intersections could include countdown timers, leading pedestrian intervals and a pedestrian scramble.
 - Countdown timers that tell pedestrians how long they have to get across the intersection. Due to the number of reduced crashes, Manual on Uniform Traffic Control Devices standards now require that all traffic signals have a countdown timer installed. ODOT may decide to programmatically upgrade signals region wide with the timers over the next few years.

- Leading pedestrian intervals give pedestrians an additional three to five seconds before drivers are given a green light, which improves visibility of pedestrians. This is an effective, low-cost option and could be discussed with ODOT for the highway.
- A pedestrian scramble stops all vehicles while allowing pedestrian traffic in all directions to cross an intersection. This reduces the efficiency of vehicle traffic flow and is most effective in areas where moving large numbers of pedestrians is the priority. This option would be used at specific times, like when the cruise ships are in Astoria. It might not be practical year round.
- Improvements at unsignalized intersections include:
 - Curb extensions, which help improve the visibility of both drivers and pedestrians and the chance that drivers will yield to pedestrians. Curb extensions are relatively expensive and can affect storm water drainage, reduce parking space, and impact the turning movements of large vehicles at intersections.
 - Installing waist-high, metal tubes or markers in areas where on-street parking reduces visibility. These markers are installed diagonally across the parking space closest to the pedestrian crosswalk, providing better visibility at a lower cost than curb extensions without impacting storm water drainage
 - Astoria may have parking spaces closer than the required 25 feet distance from intersections. Curb extension and metal tube markers could help improve compliance and safety.
 - Each intersection could lose up to eight parking spots, depending on the street configuration, so the City will need to consider the parking supply downtown and whether to mitigate the loss of parking.
- Improvements that may improve driver yielding behavior include:
 - In-pavement flashers, which are lights installed in the pavement that light up when a pedestrian pushes the crosswalk button. The lights are visible during the day and night. Jurisdictions using the flashers have replaced them with other treatment options as installation can be tricky and maintenance can be expensive. Snow plows and water can damage the lights.
 - A sign placed in the center of the road instructing drivers to watch for pedestrians, which can improve yielding behavior from 13 percent to 46 percent. While a low-cost option, the signs can be easily hit by vehicles, increasing maintenance costs.
 - Median refuge islands, which allow pedestrians to cross a road in two stages. The intersection must be large enough to accommodate an island, where signs and landscaping can be installed. Refuge islands work well at T intersections where no left turn pocket exists.
- Enhancing intersections with signs, striped crosswalks, and street lighting are effective overall treatments.
- The described improvement methods should only be used at certain intersections, otherwise the improvements tend to be ignored. The City needs to be selective when deciding which method to use at which intersection. Federal guidelines can help the City determine which method is best at each intersection. Improvements inappropriate for a given intersection can decrease pedestrian safety.
- Improvements that address the problem of speeding include:
 - Driver speed feedback signs, which are placed near speed limit signs and tell drivers how fast they are going. Studies show these to be as effective as speed bumps in neighborhoods; however, once the feedback sign is removed, speeding increases. A permanently installed feedback sign may cost less than the mobile option.
 - A road diet involves narrowing the road by reducing the number of lanes in a specific location. This allows space to install bike lanes, median islands, and center turn lanes. In areas with heavy through traffic, a road diet can increase congestion.
- General, citywide improvements include:
 - Improved street lighting, including the location and type of street lighting used. LED lighting allows for more control of lighting levels and patterns to help eliminate shadows and reduce visibility.
 - Rectangular rapid flashing beacons at pedestrian crosswalks are a low cost option and research shows them to be effective at improving driver yielding behavior.
 - High-intensity activated crosswalk beacons flash lights when a pedestrian is present and stops traffic in both directions. These are typically used at major pedestrian crossings like at a school and more expensive option than the rapid flashing beacon. High-intensity activated crosswalk beacons are only used on city streets and are not approved for highways.
 - Flags or paddles can be carried across the intersection by pedestrians to increase visibility. Limited research shows the flags improve driver compliance by an average of 65 percent. While inexpensive, theft is a big issue. Seattle discontinued using the flags because pedestrians were not using them.
 - Coordinating with the Police Department about changes to the system is recommended so that spot enforcement can magnify that a different behavior is required. Costs for enforcement can be high depending on the strategy or programs implemented.

- Education campaigns can be low cost. ODOT has materials available for the City to utilize and the City can work with the school district and other agencies to implement an education program.
- He clarified he has not seen any studies about diagonal versus parallel parking and pedestrian safety. That discussion usually comes up with bicycle safety rather than pedestrian safety.

Comments and questions from the Councilors and Commissioners were as follows with responses by Staff and ODOT representatives as noted:

- It is unfortunate that the blinking lights that extend across the intersection are so difficult to maintain because they increase visibility, especially at night and in fog. The flags are an inexpensive way to increase visibility.
- At one time, Uniontown seemed to have a high number of pedestrian accidents where an older version of the rectangular rapid flash beacon (RRFB) is installed. It is expected that upgrades will be done on that existing beacon to match the unit used at 36th Street when sufficient funds are available. That existing beacon was requested by Uniontown Association after a pedestrian was struck. Adding LED lights will be more effective in this area because they are brighter and focused better. High intensity signals are typically used at fire stations where a red light is used to stop traffic. The beacon in Uniontown uses a flashing yellow light to warn drivers.
- Center lane signs seem to be a good idea. The flags may not be practical, but are cost effective.
- This presentation gives the City many site specific tools to consider. Some tools may work in one area and another tool may work best in another area.
- Director Estes explained the TSP process began more than a year ago and has involved gathering data. This next year will include more analysis in order to plan for pedestrian and bike needs and vehicular traffic flow. This will include more public meetings to get feedback about the ideas presented. A draft of the TSP should be presented for review by the Planning Commission and City Council by fall of 2013.
- Trends in pedestrian-related accidents have been difficult to determine. Some immediate action should be taken to increase pedestrian safety because measures in the TSP will take time to implement. Gathering data will not solve the problem.
- Visibility is a real problem when pedestrians step out from behind parked cars. Reducing parking spaces is a small price to pay compared to losing a pedestrian.
- As indicated on Slides 3 and 4, November and January have the largest number of accidents, which is when the sun blinds drivers at sunset.

Mayor Van Dusen called for public comment.

Pamela Mass McDonald, 687 14th Street, Astoria stated that many of the public trails maintained by the Parks Department are dangerous for pedestrians. While well-constructed, many public trails are not well maintained and are hazardous. She identified several public trails that need attention and is concerned someone would be hurt.

Jeff Daily, 2380 Ocean Vista Drive, suggested using a reflective paddle that is carried across the intersection by pedestrians, as flags are more expensive and lights can be ignored. Studies have shown that non-typical visual aids increase driver compliance. He urged the City to experiment with using the paddles on any intersection in Astoria to see if the concept would work. Sponsors could advertise to decrease cost on the paddles. He did not believe theft would be an issue, especially with businesses advertising placed on the inexpensive paddles. He demonstrated how a pedestrian might carry the paddle across an intersection. He chose using paddles versus flags for several reasons, including the wind, price per flag and overall expenses involved. He agreed using flags or paddles, combined with an education program, could result in changes in both driver and pedestrian behaviors.

Dane Jacoenetti, 1594 4th Street, Astoria said he wears a bright green vest or neon green jacket when he walks around town. He also carries a 6-foot pole that he uses when walking in slippery conditions. Motorists avoid the pole, even when cutting him off as he crosses an intersection. The pole keeps the vehicle about two feet from him. He recently began using a crutch and wearing a black jacket, which has actually resulted in more motorists stopping to allow him to cross an intersection. Just being visible does not promote yielding behavior. Most accidents occur at dusk because people are in a hurry to get home after work and school, so yielding behavior needs to be addressed.

- To address pedestrian safety now, he believed KMUN would air public service announcements on pedestrian safety immediately.

- Tinted windows make eye contact between pedestrians and motorists difficult, especially for children and seniors. One cannot see which way the driver is looking. The behavior of the motorist must be addressed.
- Perhaps ODOT could do a campaign like "Click-it or Ticket" that promotes, "Stop Merging with Pedestrians."
- When merging with traffic, drivers aim for the empty spot and keep moving to avoid being hit. Drivers do the same thing in crosswalks, aiming for the empty spot where the pedestrian will not be by the time they get there. Accidents occur when the driver is distracted, their timing is off or the pedestrian moves in an unexpected manner. KMUN could make Stop Merging announcements on the radio to help these behaviors.

Suzanna Gladwin did not believe trucks should be allowed in the downtown area. She suggested developing a truck route with a 30 mph speed limit on Wicks Road from John Day to the fairgrounds, which should be included in the County's TSP. She confirmed that the City of Astoria favors such a truck route and noted ODOT has found that a truck route would not decrease visitors to Astoria. She explained that the Clatsop County Planning Commission has been discussing the possibility of a truck route.

Mayor Van Dusen noted that having a truck route has been a City Council goal for 30 years. ODOT Area Manager Larry McKinley noted a draft environmental statement was completed for the project and at that time, the State told ODOT that further funding was not available.

Councilor Herzig believed the leading pedestrian interval would be easy and quick to implement at a couple signaled intersections on Commercial with cooperation from ODOT. He suggested moving two on-street parking spaces on a temporary basis using pylons at certain unsignalized intersections on Commercial Street. The flags could be made by high school students at Tongue Point as part of their senior project, which could be part of a community education event as well.

Jerry Wilson, 1445 Duane, Astoria, stated it is important that motorists look at the pedestrian's background because pedestrians wearing dark clothing against a dark background are hard to see.

City Manager Benoit suggested the City immediately begin implementing some low cost options, which could probably happen quickly, such as adjusting the signals, which will have to be discussed with ODOT, and using flags or paddles. Removing parking is a big issue for downtown, but it could be done experimentally.

Following a brief discussion, City Council and Planning Commission directed Staff to research the various options for increasing pedestrian safety at intersections and consented to implement the use flags or paddles with reflective material at certain intersections.

Councilor Mellin noted jaywalking is also a problem. Chief Johnson explained the City's Ordinance prohibiting jaywalking in specific areas and noted that sting operations do occur, but determining when a pedestrian is jaywalking can be difficult. Most pedestrian accidents occur at intersections, which is the problem with delaying traffic signals because crashes occur when a driver is attempting to make a right turn. The driver is looking for oncoming traffic rather than pedestrians. The delayed signals can give a false sense of security. He suggested allowing pedestrians to cross on certain sides of the intersection to avoid conflicts with drivers making a right turn.

Larry McKinley, 350 W. Marine Drive, ODOT Area Manager, agreed to follow up and review several of the suggestions made, including the flexible markers on the centerline, delayed traffic signals, and lighting. He noted candlesticks placed along the center line leading to work zones are effective for ODOT. Some traffic signals may not have been engineered to hold additional lighting. Illumination could be installed separately from the traffic signal to increase visibility. He used the intersection on 33rd at Safeway as an example and suggested that lighting be installed in the parking lot.

Officer Hord agreed visibility is poor on Commercial Street near downtown and shared his experiences and ideas regarding pedestrian safety in Astoria.

Mr. McKinley noted the speed to get through the signals using the east and west through lanes on Commercial and Marine is set at about 21 miles per hour. The white time displayed at the crosswalk tells pedestrians how many more seconds they have to safely step out of the curb. Pedestrians still have sufficient time to get to the other side of the intersection if they are in the crosswalk when the signal turns orange or red.

Mayor Van Dusen announced that Director Brett Estes and his wife, Tiffany Estes, were just awarded the George Award for Outstanding Volunteerism by the Astoria Chamber of Commerce.

Item 3(b): Solar Power Presentation

City Manager Benoit noted the Planning Commission has been working for more than a year to develop a land use ordinance to govern the installation of solar facilities on buildings. During the Commission's work, questions were raised about the direction of solar technology and the need for more information on the future of solar technology to aid in developing the Code. Robert Delmar, a State expert on solar technology, has been invited to update the Council and Commission on solar technology trends.

Robert Delmar, Senior Solar Project Manager, Energy Trust of Oregon described various solar technologies and displayed pictures via PowerPoint to show recent developments, trends, and the direction solar technology is taking. His key comments and responses to questions were as follows:

- Germany has installed solar more than any other country and their solar resource is about the same as Astoria. The cost of installing solar systems in Germany is half the cost in the United States due to the permitting, taxes, overhead and labor costs in the U.S. Permitting and ordinances can help the industry have straightforward guidelines about how to install solar on buildings and help reduce these soft costs.
 - Rather than increasing efficiencies, new technologies are focused specifically on reducing the overall installation cost and time for solar.
- Welding flexible panels to flat roof membranes reduces efficiency when puddles form that collect dust and pollen. Panels should be installed at a 15 degree angle to allow the rain to clean the panels and alleviate problems with shading, which can be caused even by pollen accumulating on the panels.
 - Understanding the hazards of perfectly flat installations is the purchaser's responsibility. Property owners taking advantage of performance based financial incentives can be assured that panels are mounted at a slope.
- Ballasted systems are installed without any roof penetrations, which preserves the integrity of the roof. However, these systems are designed for lower wind loads and would be challenging to install on the coast. Ballasted systems are typically installed inland on commercial buildings.
 - Standing seam metal roofs last about 50 years on the coast when installed correctly. Peel and stick solar collectors are installed in between the ribs, however, this is half as effective as installing panels with clips that grab the seam to provide a mounting base for panels.
- Panels should face within 30 degrees of south for maximum efficiency, and shadows throughout the day need to be considered when deciding where to place a solar system on a roof. Proper placement of solar panels on buildings that face north and south depends on whether the property is east or west of the Cascades. Properties east of the Cascades get more sun in the morning and thunderstorms in the afternoon so solar systems are placed on the east facing roof. Properties on the coast generally place solar systems on the west facing roof.
- Installing solar systems on the south facing roof is best, as 20 percent is lost when placed on the west facing roof. Prohibiting people from placing solar on a south facing roof, due to visibility from the street for example, is essentially prohibiting them from having solar at all.
- Shading is another big impact. A tree shading just one or two collectors could eliminate 90 percent of production.
- In the next session, a bill before the State legislature will allow solar gardens where people without good solar roofs can buy shares in a central solar installation. States that allow solar gardens refer to this as virtual net metering where residents receive the benefits of a solar system not installed on their properties.
 - Solar gardens may be a good solution for communities on the coast where mature trees or poor building orientation would prevent roof mounting. The concept is also worth considering in areas with many historic properties.
- Solar water heating on breweries is popular because breweries use a lot of gas and electricity, even Wet Dog, a coastal brewery, has experienced tremendous savings.
- Solar shingles, while aesthetically pleasing, are difficult to install and have not taken off.
- He described the various equipment options used for residential solar systems, adding that commercial installations can also require a myriad of equipment. Code regulates how this equipment is used. As the equipment gets less expensive, labor costs will also decrease.
- Most all residential installations use conventional, photovoltaic (PV) modules mounted on an aluminum frame flush against the roof. This type of installation reduces wind loads and looks nice. Oregon's Solar

Installation Specialty Code gives a prescriptive structural solution for mounting these collectors flush on the roof, which reduces soft costs.

- Solar water heating systems have a small visual impact and look like a skylight when installed. The industry has come a long way to make these installations meet professional roofing standards.
 - Solar Rating and Certification Corporation (SRCC) gives credibility to the industry and provides a third party test for performance. Third party certifications make approving the systems easier for jurisdictions.
 - Traditionally, about 250 Oregon residences install a solar water heating system each year and about 1,200 residential PV systems are installed.
- Good tools, guides, and resources are available for planners. Technical specs have been created for putting solar on National Park properties and a guide is available for installing solar on historic buildings.
- Each study on the effect of solar energy systems on property values has found that solar energy improves property values.
- Financial incentives offered by the State will remain in effect through 2018 and have been extended every year since about 1978. At this time, Federal tax credits are available until 2016, but could be eliminated before that, which will have a big impact on the industry. The Energy Trust of Oregon is offering incentives for at least another five years; hopefully the technology will become cheap enough that incentives are not needed.
 - Commercial properties have struggled with State and Federal incentives. The Federal tax credit has been extended for one more year. The State tax credit, once defunct, is now back, but difficult to use so commercial properties are struggling to install solar. Residential properties are the real market for solar.
- A residential PV system installation would take approximately 30 years to pay back with no financial incentives. With incentives, residential systems can take less than 10 years to pay back. Solar water heating systems are cheaper to install, but they do not have as generous of incentive package. Compared to PV systems with about a six year payback with incentives, solar water heating is about eight or ten years with incentives. Without incentives, both systems would take more than 20 years to pay back.
- PV systems come with a 25-year warranty and will still produce 80 percent of their original power production after 25 years. The systems will fail if hit with a rock, tree branch or baseball, but the laminated glass prevents shattering. PV systems will withstand hail storms in Oregon.
 - Solar water heating systems are made of glass and copper and typically come with a 20-year warranty.
- With regard to concerns about rooflines and visibility, he confirmed that angled panels do not significantly improve the energy produced as originally believed. A flat mounted panel will produce 85 to 90 percent of what a south facing panel angled at an ideal 30 degree slope can achieve.
- The State Installation Code has addressed issues concerning firefighter safety by requiring access paths for firefighters to ensure the roof can be vented on either the north or south side. The Code mandates having walkways at the side of the panel and along the ridge of the roof.
 - The State Fire Marshall and the firefighting community helped develop the State Installation Code.
 - Installing systems according to this State Code would be required if the local jurisdiction has adopted that code as its local requirement.
- The electricity production per panel is measured in watts per square meter. Efficiencies are improving; a conventional-sized panel, approximately 30-inches wide by 5-feet tall, produces about 250 watts. Five years ago, that same panel would have been a 220-watt panel.
- Improved efficiency enables a property owner to install a certain amount of solar in a smaller footprint. Most of the time, standard efficiency systems are installed because the price is lower, and more panels are added to get receive more efficiency, resulting in a bigger footprint. High efficiency technologies are only being used in areas where space is limited.

Commissioner Innes thanked Mr. Delmar for the information. She believed the presentation has provided a lot of ideas to consider as the Commission focuses on residential solar power installation code.

ADJOURNMENT

There being no further business, the work session was adjourned at 7:30 p.m.

ATTEST:

APPROVED:

Secretary

City Manager

HISTORIC LANDMARKS COMMISSION MEETING

City Council Chambers

January 15, 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 7:00 p.m.

INTRODUCTION OF NEW MEMBER – ITEM 2:

Commissioner Jack Osterberg introduced himself and spoke about his career as a city planner for the City of Beaverton. He is now retired and lives in Astoria.

ELECTION OF OFFICERS – ITEM 3:

In accordance with Sections 1.110 and 1.115 of the Astoria Development Code, the HLC needs to elect officers for 2013. The 2012 officers were President David Pearson, Vice President Michelle Dieffenbach, and Secretary Sherri Williams.

Vice President Dieffenbach opened nominations for President and Vice President of the HLC for 2013.

Michelle Dieffenbach moved to elect LJ Gunderson as the 2013 HLC President; seconded by Commissioner Caruana. Motion passed unanimously.

Commissioner Caruana moved to elect Michelle Dieffenbach as 2013 HLC Vice President; seconded by Commissioner McHone. Motion passed unanimously.

Vice President Dieffenbach moved to elect Sherri Williams as 2013 Secretary of the HLC; seconded by President Gunderson. Motion passed unanimously.

Vice President Dieffenbach passed the gavel to President Gunderson.

ROLL CALL – ITEM 4:

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

Commissioners Excused: Commissioner Thomas Stanley

Staff Present: Community Development Director / Assistant City Manager Brett Estes and Planner Rosemary Johnson.

APPROVAL OF MINUTES – ITEM 5:

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

Vice President Dieffenbach moved to approve the minutes of November 20, 2012 and December 18, 2012 as presented; seconded by Commissioner Caruana. Ayes: President Gunderson, Vice President Dieffenbach, Commissioners Caruana, and McHone. Nays: None. Abstentions: Commissioner Osterberg. Motion passed.

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 6(a):

AEP 12-21 Amendment to Existing Permit AEP12-21 for New Construction Permit NC03-03 by Brian Reichert to install a restaurant grade exhaust vent on the roof of an existing building adjacent to structures designated as historic at 230 - 37th in the S-1, Marine Industrial Shorelands 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 and recommended approval with conditions. No correspondence has been received.

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

Brian Reichert, 4743 Cedar Street, Astoria, believed Planner Johnson covered the details about the purpose of the fan unit and its physical location, which is about 300 feet from the closest historic building. The fan is approximately 2 feet by 2 feet. Prior to submitting his application, he planned the layout of the fan unit in relation to the surrounding historic buildings, and a 2-foot by 2-foot object 300 feet from a historic building is almost invisible from the historic building. The fan would not be noticed unless someone was looking for it.

President Gunderson asked if there were any presentations by persons in favor of, impartial to or against the application. There was none.

Commissioner Osterberg asked if the Applicant obtained a mechanical permit from the Building Department. Mr. Reichert replied he has not applied for mechanical permit because he first wants to determine whether the HLC would approve the project prior to paying for a permit. He has been working with Building Official Jack Applegate on the design of the unit and he is confident the unit will be approved by the Building Official. He noted many manufacturers produce the subject fan presented in the handout. If the specified unit is not available, three or four other brands almost identical in size and dimension could be used. He does not intend to deviate from the proposal unless absolutely necessary. He understands the conditions require the fan to remain within the size specifications noted and any changes, if made, would have to be resubmitted to the City.

Commissioner Osterberg asked if the Applicant planned to mount any wall or roof lighting fixtures to the structure. Mr. Reichert answered no other exterior alterations are planned for the building. Some light fixtures already exist on the building's exterior. Commissioner Osterberg asked what finish would be used on the exterior portion of the exhaust vent. Mr. Reichert replied the unit is finished in a brushed aluminum, which is not highly reflective. He avoided units with more reflective finishes because he did not want to draw attention to it. Painting the unit the same color as the roof could be explored. Commissioner Osterberg responded he was not sure he would pursue painting the vent.

Planner Johnson added that in working through the historic process with the Building Official, the vent proposed is the smallest vent possible for the Applicant to use for building codes.

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

Commissioner Caruana said he did not have any issues with the project. If someone does notice the vent, it would become invisible in a few days.

Vice President Dieffenbach believed this building was far enough off the road that it would remain low profile. She suggested not painting the vent because of the maintenance required. Commissioner Osterberg agreed with Staff's findings, noting the application met the criteria.

Commissioner McHone moved that the Historic Landmarks Commission adopt the Findings and Conclusions contained in the Staff report and approve AEP 12-21 by Brian Reichert; seconded by Commissioner Caruana. Motion passed unanimously.

President Gunderson read the rules of appeal into the record.

REPORTS OF OFFICERS/COMMISSIONERS – ITEM 7:

No Reports.

STATUS REPORTS – ITEM 8:

Planner Johnson has included status report photographs of the following: EX11-07 for 2961 Grand, EX10-06 for 3550 Franklin, NC12-03 for 3644 Franklin, EX10-11 for 634 Grand, EX12-04 for 190 W. Exchange. The projects are complete and conditions have been met.

Planner Johnson noted the property at 2961 Grand had been an ongoing enforcement issue for years and described the key problems. The new owner wanted to restore the building's historic character. She reviewed the improvements, displaying before and after pictures. She briefly described the projects at the other addresses, showing before and after pictures of each. The property at 2961 Grand has been nominated for the Dr. Ed Harvey Historic Preservation Award.

Vice President Dieffenbach asked if the detailing on the treads shown in the photograph of 190 W. Exchange is standard. Planner Johnson replied that Staff did not make any specific recommendations on this smaller detail, which is on the back porch. While she has not specifically seen this particular design, there are other stairs with decorative features similar to the one on this property. Carpenters often show off their work by adding such details.

Dr. Edward Harvey Historic Preservation Award

Planner Johnson explained that Staff, members of the HLC or any City resident can nominate any building for the Dr. Ed Harvey Historic Preservation Award. At a future meeting, the HLC will review all of the applicants, and then chose one residential, one commercial and/or one industrial/government property to receive the award. She encouraged the Commissioners to consider projects that have been completed in the last year. Nominees must have completed the historic preservation project within the last two years, and have obtained the required permits. She noted the property at 634 Grand may be another good property to nominate for the award.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 7:25 p.m.

ATTEST:

APPROVED:

Secretary

Community Development Director /
Assistant City Manager



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

February 8, 2013

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM: *PB* PAUL BENOIT, CITY MANAGER

SUBJECT: SALARY RESOLUTION ESTABLISHING BASIC COMPENSATION PLAN
MINIMUM HOURLY WAGE INCREASE

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

The following adjustments to the salary resolution are proposed:

- Contingent Seasonal Work. The entire F1 Salary Schedule has been updated to reflect the minimum hourly wage change from \$8.80 to \$8.95 that became effective January 1, 2013.

RECOMMENDATION

It is recommended that the minimum hourly wage be approved.

RESOLUTION NO. 13-_____

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

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

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

SECTION 1. ESTABLISHING PAY PLAN

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

SECTION 2. SALARY AND WAGE SCHEDULES

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

SECTION 3. CLASSIFIED POSITION ALLOCATION

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

SECTION 4. GENERAL/PARKS EMPLOYEES

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

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

SECTION 5. FIRE DEPARTMENT

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

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

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

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

SECTION 6. POLICE DEPARTMENT

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

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

SECTION 7. PUBLIC WORKS

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

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

SECTION 8. MANAGEMENT AND CONFIDENTIAL

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

<u>POSITION</u>	<u>RANGE</u>
ADMINISTRATIVE ASSISTANT	18
EXECUTIVE SECRETARY	20
ADMINISTRATIVE SERVICES MANAGER	28
FINANCE OPERATIONS SUPERVISOR	28
FINANCIAL ANALYST	28
HUMAN RESOURCES ADMINISTRATOR	28
PLANNER	28
EQUIPMENT MAINTENANCE SUPERVISOR	30
ASSISTANT PUBLIC WORKS SUPERINTENDENT	32
FINANCIAL REPORT MANAGER	34
AQUATIC PROGRAM MANAGER	35
PARKS MAINTENANCE SUPERVISOR	36
SERGEANT (E-2B)	36
BUILDING OFFICIAL/CODE ENFORCEMENT OFFICER	38
PUBLIC WORKS SUPERINTENDENT	38
DEPUTY CHIEF OF POLICE (E-2A)	39
DEPUTY FIRE CHIEF/TRAINING OFFICER (E-2A)	39
EMERGENCY COMMUNICATIONS MANAGER	40
LIBRARY DIRECTOR	40
ASSISTANT CITY ENGINEER	45
PARKS AND RECREATION DIRECTOR	45
CITY ENGINEER	47
FIRE CHIEF (E-2A)	48
POLICE CHIEF (E-2A)	48
FINANCE DIRECTOR	49
PUBLIC WORKS DIRECTOR	49
COMMUNITY DEVELOPMENT DIRECTOR/ASSISTANT CITY MANAGER	51

SECTION 9. TEMPORARY PERSONNEL

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

All drills and training sessions must be officially approved.

CONTINGENT SEASONAL WORK

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

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

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

SECTION 10. ADVANCEMENT WITHIN RANGE

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

SECTION 11. EXCEPTIONAL AND ADDITIONAL INCREASES

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

SECTION 12. STABILITY PAY

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

SECTION 13. RESPONSIBILITY PAY

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

SECTION 14. REPEAL OF RESOLUTIONS

Resolution No. 12-22 adopted by the City Council October 15, 2012, is hereby repealed and superseded by this resolution.

SECTION 15. EFFECTIVE DATE

The provisions of this resolution shall become effective immediately upon passage, for all regular employees currently registered on the City of Astoria payroll.

ADOPTED BY THE CITY COUNCIL THIS 19TH DAY OF FEBRUARY, 2013.

APPROVED BY THE MAYOR THIS 19TH DAY OF FEBRUARY, 2013

Mayor

ATTEST:

City Manager

ROLL CALL ON ADOPTION: YEA NAY ABSENT

Councilor LaMear
 Herzig
 Mellin
 Warr
Mayor Van Dusen

MANAGER\RES\SALARY RES CURRENT 2-19-13.DOC

SALARY SCHEDULES

SCHEDULE A – GENERAL EMPLOYEES/PARKS

SCHEDULE B – FIRE DEPARTMENT

SCHEDULE C – POLICE DEPARTMENT

SCHEDULE D – PUBLIC WORKS

SCHEDULE E – MANAGEMENT AND CONFIDENTIAL

E-1 – (NONSWORN)

E-2A – (SWORN)

E-2B – (SERGEANTS)

SCHEDULE F-1 – TEMPORARY EMPLOYEES

SCHEDULE F-2 – GENERAL TEMPORARY EMPLOYEES

**GENERAL/PARKS EMPLOYEES
SCHEDULE A
EFFECTIVE JULY 1, 2012**

RANGE/STEP	MONTHLY	YEARLY	HOURLY
12 A	2,345.71	28,149	13.53
B	2,463.00	29,556	14.21
C	2,586.15	31,034	14.92
D	2,715.45	32,585	15.67
E	2,851.23	34,215	16.45
14 A	2,453.65	29,444	14.16
B	2,576.34	30,916	14.86
C	2,705.15	32,462	15.61
D	2,840.41	34,085	16.39
E	2,982.43	35,789	17.21
16 A	2,580.98	30,972	14.89
B	2,710.03	32,520	15.63
C	2,845.53	34,146	16.42
D	2,987.81	35,854	17.24
E	3,137.20	37,646	18.10
17 A	2,640.32	31,684	15.23
B	2,772.34	33,268	15.99
C	2,910.96	34,931	16.79
D	3,056.50	36,678	17.63
E	3,209.33	38,512	18.52
18 A	2,709.40	32,513	15.63
B	2,844.87	34,138	16.41
C	2,987.12	35,845	17.23
D	3,136.47	37,638	18.10
E	3,293.30	39,520	19.00
20 A	2,850.02	34,200	16.44
B	2,992.52	35,910	17.26
C	3,142.15	37,706	18.13
D	3,299.25	39,591	19.03
E	3,464.22	41,571	19.99
23 A	3,070.85	36,850	17.72
B	3,224.39	38,693	18.60
C	3,385.61	40,627	19.53
D	3,554.89	42,659	20.51
E	3,732.64	44,792	21.53
24 A	3,147.00	37,764	18.16
B	3,304.35	39,652	19.06
C	3,469.57	41,635	20.02
D	3,643.05	43,717	21.02
E	3,825.20	45,902	22.07
26 A	3,305.82	39,670	19.07
B	3,471.11	41,653	20.03
C	3,644.67	43,736	21.03
D	3,826.90	45,923	22.08
E	4,018.24	48,219	23.18
30 A	3,644.03	43,728	21.02
B	3,826.23	45,915	22.07
C	4,017.54	48,210	23.18
D	4,218.42	50,621	24.34
E	4,429.34	53,152	25.55

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

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

**PUBLIC WORKS EMPLOYEES
SCHEDULE D
EFFECTIVE JULY 1, 2012**

RANGE/STEP	MONTHLY	YEARLY	HOURLY
14 A	2,639.36	31,672	15.23
B	2,771.33	33,256	15.99
C	2,909.89	34,919	16.79
D	3,055.39	36,665	17.63
E	3,208.16	38,498	18.51
16 A	2,769.40	33,233	15.98
B	2,907.87	34,894	16.78
C	3,053.26	36,639	17.61
D	3,205.92	38,471	18.50
E	3,366.22	40,395	19.42
18 A	2,909.68	34,916	16.79
B	3,055.16	36,662	17.63
C	3,207.92	38,495	18.51
D	3,368.31	40,420	19.43
E	3,536.73	42,441	20.40
20 A	3,059.91	36,719	17.65
B	3,212.91	38,555	18.54
C	3,373.56	40,483	19.46
D	3,542.23	42,507	20.44
E	3,719.34	44,632	21.46
22 A	3,223.78	38,685	18.60
B	3,384.96	40,620	19.53
C	3,554.21	42,651	20.51
D	3,731.92	44,783	21.53
E	3,918.52	47,022	22.61
24 A	3,381.34	40,576	19.51
B	3,550.41	42,605	20.48
C	3,727.93	44,735	21.51
D	3,914.33	46,972	22.58
E	4,110.04	49,321	23.71
25 A	3,467.88	41,615	20.01
B	3,641.27	43,695	21.01
C	3,823.33	45,880	22.06
D	4,014.50	48,174	23.16
E	4,215.23	50,583	24.32
26 A	3,554.22	42,651	20.51
B	3,731.94	44,783	21.53
C	3,918.53	47,022	22.61
D	4,114.46	49,374	23.74
E	4,320.18	51,842	24.92
28 A	3,724.29	44,691	21.49
B	3,910.50	46,926	22.56
C	4,106.03	49,272	23.69
D	4,311.33	51,736	24.87
E	4,526.89	54,323	26.12

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

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

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

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

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

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

**TEMPORARY EMPLOYEES
SCHEDULE F-1
EFFECTIVE JANUARY 1, 2013**

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

**TEMPORARY EMPLOYEES
SCHEDULE F-1
EFFECTIVE JANUARY 1, 2013**

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

**TEMPORARY EMPLOYEES
SCHEDULE F-1
EFFECTIVE JANUARY 1, 2013**

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

**TEMPORARY EMPLOYEES
SCHEDULE F-1
EFFECTIVE JANUARY 1, 2013**

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

**GENERAL TEMPORARY EMPLOYEES
SCHEDULE F-2
EFFECTIVE JULY 1, 2012**

RANGE/STEP	MONTHLY	YEARLY	HOURLY
14 A	1,554.84	18,658	8.9702
B	1,632.58	19,591	9.4187
C	1,714.21	20,571	9.8897
D	1,799.92	21,599	10.3842
E	1,889.92	22,679	10.9034
16 A	1,633.73	19,605	9.4254
B	1,715.41	20,585	9.8966
C	1,801.19	21,614	10.3915
D	1,891.24	22,695	10.9110
E	1,985.81	23,830	11.4566
19 A	1,757.71	21,092	10.1406
B	1,845.59	22,147	10.6476
C	1,937.87	23,254	11.1800
D	2,034.77	24,417	11.7390
E	2,136.50	25,638	12.3260
24 A	1,989.82	23,878	11.4797
B	2,089.31	25,072	12.0537
C	2,193.77	26,325	12.6564
D	2,303.46	27,642	13.2892
E	2,418.63	29,024	13.9537
31 A	2,334.05	28,009	13.4657
B	2,450.75	29,409	14.1390
C	2,573.29	30,879	14.8459
D	2,701.95	32,423	15.5882
E	2,837.05	34,045	16.3676



February 5, 2013

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  PAUL BENOIT, CITY MANAGER

SUBJECT: **OREGON DEPARTMENT OF FISH AND WILDLIFE GRANT FOR EMERGENCY REPAIR TO SALMON REARING NET PEN ACCESS PIER**

DISCUSSION/ANALYSIS

A wind storm combined with very high tides on December 16, 2012 caused considerable damage to the net pen access pier adjacent to the Astoria Yacht Club. A 40 foot long portion of the pier collapsed into Young's Bay. This cut off access to the City's recreational floating dock, Clatsop County salmon rearing net pens, and mooring for gill net boats.

The pier is a Parks Department facility owned by the City and leased to Clatsop County for the benefit of their fisheries program. It is critical that the pier be repaired as soon as possible to minimize impact to the Clatsop County Fisheries Program and other users. City and Clatsop County staff have worked together in a cooperative effort to develop the repair project and secure emergency funding for the work.

Clatsop County Fisheries applied for emergency funding on the City's behalf through the Oregon Department of Fish and Wildlife's (ODFW) Restoration and Enhancement Program. The City was awarded \$31,881 from ODFW on January 31, 2013. The grant requires a \$10,000 cash match, which will be split between the City and County. Available funding, which includes the match and a 20% contingency, is \$41,881. Bergerson Construction was awarded a construction contract in the amount of \$34,901 at the February 4, 2013 Council meeting.

Acceptance of the ODFW Restoration and Enhancement Grant will allow the City to proceed with the construction.

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

RECOMMENDATION

It is recommended that City Council accept the ODFW Restoration and Enhancement Grant in the amount of \$31,881 and authorize the City's contribution of \$5,000 toward the grant match. Funding for the match is proposed to come from the Capital Improvement Fund.

Submitted By 
Ken P. Cook, Public Works Director

Prepared By 
Nathan Crater, Assistant City Engineer



MEMORANDUM

Department of Fish and Wildlife Intra Departmental

Date: February 4, 2013
To: Paul Benoit, City of Astoria
From: Josie Thompson, R&E Program Coordinator
Subject: ODFW Memorandum of Agreement for Emergency R&E Grant Funding

Project Number: Enhancement & Restoration Emergency Funding
Project Title: Net Pen Access Pier Repairs at Youngs Bay
Cost Code/Grant: 54008 945427-12
Start Date: February 14, 2013
Completion Date: June 30, 2013
Allocated Funds: \$31,881

The "Net Pen Access Pier Repairs at Youngs Bay" project was approved for emergency funding by the Restoration and Enhancement Board on January 31, 2013. Funds must be used by June 30, 2013.

Please acknowledge your intent to initiate the project by returning the signed Memorandum of Agreement and attachments to me. Keep one copy for your records. It is advisable to submit the Project Completion report along with a request for final funds to avoid delays in payment.

Agreement Documents: This Agreement consists of the following documents: this Memorandum of Agreement, attached **Exhibit A** (Statement of Work and Budget), **Exhibit B** (Grantee's Request for Fund Release) and **Exhibit C** (Project Completion Report).

I. SUBCONTRACTS

- A. With the exception of subcontracting services that have been identified in the attached Statement of Work and Budget (Exhibit A), the grantee shall not enter into any subcontracts for any of the work required without the consent of the R&E Program Coordinator.
- B. A copy of all subcontracts and/or Intergovernmental Agreements (IGA's) agreements will be forwarded to the R&E Program.

II. TIME

The project may not extend beyond the established completion date of this agreement unless the sponsor receives an amendment from the R&E Program. The amendment must be approved by the R&E Board prior to the original project end date.

III. FUNDING AND ACCOUNTING FOR FUNDS DISTRIBUTED

- A. The Grantee will submit a Grantee's Request for Fund Release form (Exhibit B), for each payment requested under the terms of this Agreement, showing an itemized accounting of how the requested payment has been spent and including invoices or receipts for the Project expenditures. No payment to the Grantee is due until forty-five (45) days after the Department approves the Grantee's Request for Fund Release and invoices. **There will be no payments made to the Grantee for invoices submitted more than thirty (30) days after the expiration date of this Agreement.**
- B. Any costs for project activities incurred prior to the project start date or after the project end date are not eligible for R&E funding.
- C. Allocated dollars are itemized on the attached Statement of Work and Budget (Exhibit A). Any expenditures must match those in the Statement of Work and Budget. Any amendments to the Statement of Work and Budget, including projects exceeding the allocated dollars, must receive R&E Board approval prior to the expenditures.

IV. PROJECT COMPLETION REQUIREMENTS

- A. The Grantee will submit a R&E Project Completion Report (Exhibit C) form. Final invoices are due within thirty (30) days after the Project's completion date. The report will include:
 - 1. Photographs of the project area at the beginning of the project and after the project was completed;
 - 2. The measurable results achieved by or expected from the completed project;
 - 3. A summary of the activities paid for by the R&E Program and the expenses for those activities, including funds expended from other fund sources;
 - 4. Any additional information that would be helpful in evaluating the strengths and weaknesses of the project's methods, materials, or assumptions based on project objectives and expectations of results;
 - 5. Assurances that R&E signs adequately identify the project site. The R&E Program will provide the signs.

V. AGREEMENT

The signature below identifies agreement to the above terms and conditions for the project.

GRANTEE:

Paul Benoit, City Manager
City of Astoria
1095 Duane Street
Astoria, Oregon 97103

Date _____

EXHIBIT A - Statement of Work and Budget

Fish Restoration and Enhancement Program

PROJECT

Project Title: Net Pen Access Pier Repairs at Youngs Bay
Project Number: Enhancement & Restoration Emergency Funding
Grant-Phase Number: 54008 945427-12
Project Status: New
Project Start Date: 2/14/2013 **End Date:** 6/30/2013

SUMMARY

This project provides emergency funding for repairs to a walkway/access pier located at Youngs Bay which was damaged due to weather conditions.

BUDGET

Administration

Contracted Services

Construction repairs of damaged pier	\$31,881.00

Equipment

Personnel

Supplies / Materials / Services

Travel / Per Diem

Intergovernmental Agreement Services

TOTAL GRANT: **\$31,881.00**

EXHIBIT B – Grantee’s Request for Fund Release



Oregon Department of Fish and Wildlife
Fish Restoration and Enhancement Program
 3406 Cherry Avenue NE
 Salem, Oregon 97303

Name: City of Astoria
Address: 1095 Duane Street
Astoria, Oregon 97103
Phone: 503-325-5824

Project Number: _____
Tax ID: 93-600-2287

In accordance with the terms of the Grant Agreement, I am requesting funds for reimbursement of the expenses indicated below and documented by the attached invoices or receipts. (Expenses must be identified either as administration, contract services, equipment, personnel, supplies/materials/services, or travel expenditures.)

Budget Item or Payee	Type of Expense	Amount Requesting

Total of Request _____

Please Note: Ten percent (10%) of the total funds granted will be withheld until the Project Completion Report and required supporting documentation is submitted.

I declare that this is true, correct and complete to the best of my knowledge.

_____ Date _____
 Grantee Signature

ODFW Use Only									
Commitment Document #:		Due Date:							
Index	Agency Object	Amount	PCA	Grant Number	Phase	Subgrantee	A/P Use Only	Fiscal Year	Biennium
54008				945427	12				11-13
Received By:			Actual Date Received:				Phone:		
Requested By:			Date:				Phone:		
Approved By:			Date:				Phone:		



EXHIBIT C – Project Completion Report

Project Completion Report

Project Number: _____ **Project Title:** _____

Project Manager:

Name: _____

Address: _____

Phone: _____

Project Location:

Stream, Lake or Estuary: _____

River System: _____

County: _____

Township/Range/Section: _____

Landowner(s): _____

Type of Project (check all that apply):

Restoration

- Liberation
- Hatchery Maintenance
- Passage Maintenance
- Screen Maintenance
- Miscellaneous

Enhancement

- Access
- Education
- Propagation
- Monitoring
- Research

- Habitat
- Passage
- Screening
- Other: _____

Was the project conducted under the Salmon and Trout Enhancement Program (STEP)? Yes No

Date Project Completed: _____

Expenditures:

R&E funds utilized: \$ _____ Matching dollars utilized: \$ _____

Equipment and Supplies (list all equipment and supplies purchased with R&E funds)

Participation (list all organizations that participated in this project):

Total Stream Miles Influenced: _____ **Fish Species Benefited:** _____

Project Accomplishments and Comments:

Is the project site adequately identified by R&E signage? Yes No

Include before and after photos of the completed project (include date and location).

Submit Report to: R&E Program, ODFW
3406 Cherry Ave NE
Salem, Oregon 97303



CITY OF ASTORIA
Founded 1811 • Incorporated 1856
COMMUNITY DEVELOPMENT

February 13, 2013

TO: MAYOR AND CITY COUNCIL

FROM:  RAUL BENOIT, CITY MANAGER

SUBJECT: FLOOD INSURANCE MAPPING PARTNERSHIP AGREEMENT

Background

Over the last two years, the Federal Emergency Management Administration (FEMA) and Department of Geology and Mineral Industries (DOGAMI) have been working on a project to map the flood risk hazards for Oregon coastal communities. New Flood Insurance Risk Management (FIRM) maps were adopted in September 2010 with no changes for the City of Astoria. This new flood risk hazard project involves LiDAR mapping of the entire Oregon coast including the lower Columbia River area. LiDAR (Light Detection And Ranging) is a technology using a laser beam instrument fitted to an aircraft or satellites to map physical land features with very high resolution. LiDAR is able to penetrate through dense tree canopy to map the ground features that previously were hidden by vegetation. These LiDAR maps allow FEMA to identify elevations on specific parcels to eliminate them from the flood risk areas if the elevation is above the anticipated flood levels. The final maps will provide a more detailed tool for City staff and FEMA to use in evaluating flood risks in Astoria.

FEMA and DOGAMI have requested that the local communities enter into a Clatsop County Risk Map Partnership Agreement. The Partnership Agreement represents a good-faith effort by all parties to share data, communicate findings, and plan mitigation activities to reduce the exposure of the citizens within the communities to hazard risk. It is not a legally binding document. The parties will collaborate on hazard identification activities and risk analysis products, and will consult with each other to integrate contributions into hazard identification efforts. It is intended to provide a common strategy to address hazards and increase resilience within the communities.

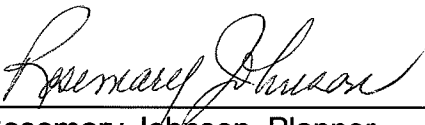
The partners include FEMA, DOGAMI, Department of Land Conservation and Development, Clatsop County, Astoria, Gearhart, Seaside, Cannon Beach, and Warrenton. To date, **** have signed the Agreement. The Agreement identifies the roles and responsibilities of the agencies with responsibilities that are encouraged for the communities. These responsibilities include issues relevant to communication, risk mapping activities, risk assessment activities, disaster response activities, mitigation planning, and training.

The Clatsop County communities have collaborated on risk management for years. Clatsop County heads a task force that includes members from the various communities which maintains an up-to-date County-wide Pre-Disaster Mitigation Plan with community specific amendments. Astoria continues to be an active participant in risk management planning and working with FEMA and DOGAMI on our flood risk assessment.

A copy of the Partnership Agreement is attached for the Council's consideration and has been reviewed as to form by City Attorney Blair Henningsgaard. While communities are not required to sign the Agreement, it is encouraged that all participants sign and enter into the Agreement.

Recommendation

It is recommended that the City Council authorize the Mayor to sign the Clatsop County Risk Map Partnership Agreement.

By: 

Rosemary Johnson, Planner

Through: 

Brett Estes
Community Development Director / Assistant City Manager



FEMA



2012 Clatsop County Risk MAP Partnership Agreement

This Risk MAP Partnership Agreement is used to document the regulatory and non-regulatory tools that communities involved in a Risk MAP Project will receive, specify mitigation technical assistance to be provided, identify roles and responsibilities for all parties involved, list the data to be provided with associated deadlines and expectations of the study results, and provide a projected timeline and an explanation of what is expected from project partners at each major milestone.

The Agreement provides documentation of FEMA's commitment to the county and the commitments of the communities to the Risk MAP Project. By signing the Agreement, the stakeholders and project partners acknowledge that they understand and commit to the project scope.

Working together on a Risk Mapping, Assessment, and Planning (Risk MAP) project, FEMA Region X, the State of Oregon Department of Land Conservation and Development (DLCD) Risk MAP Coordinator (hereafter referred to as the "State Risk MAP Coordinator"), the communities of Clatsop County, including Unincorporated Areas and the cities of Astoria, Cannon Beach, Gearhart, Seaside and Warrenton (hereafter referred to as "the Communities"), and the State of Oregon Department of Geology and Mineral Industries (DOGAMI), will identify, assess, communicate, plan for, and mitigate risk.

The information provided by this project can be used by these communities to enhance their hazard mitigation plans, make informed decisions to improve resilience to flooding, and raise awareness about local risks to hazards so that they are better informed and prepared to take actions to reduce their risk.

This Partnership Agreement outlines how these project partners will achieve success in key activities and goals:

- FEMA, the State Risk MAP Coordinator, the Communities, and DOGAMI, will commit to maintain open communication and a productive dialog during the Risk MAP project,
- FEMA will provide frequent and regular information on project progress, and opportunities for in-person discussions and feedback on results,
- FEMA and DOGAMI, with the Communities, and State Risk Map Coordinator support, will provide non-regulatory risk assessment tools, information and findings, communications plan, and planning support over the course of the project,
- FEMA and the State Risk Map Coordinator will support the Communities by capturing value-added aspirations for how the project outputs will be incorporated into ongoing activities in order to reduce risk and build a more resilient community.

Roles and Responsibilities

FEMA and DOGAMI will provide the State Risk Map Coordinator and the Communities with regular project status updates, the data and products described above, and assistance with outreach to increase local awareness of flood risk. These efforts will better enable the Communities to take action to reduce risk through the adoption of the maps, development or enhancement of mitigation plans, and increased communication with citizens concerning their risk of flooding and the steps they can take to mitigate that risk. The State Risk MAP Coordinator will provide continuity, coordination and support throughout the Risk MAP project. The Communities will provide input and updates throughout the project to ensure that the information is meeting the goals of this Agreement.



FEMA



Communication and Coordination

Achieving Risk MAP's goal of reducing the Nation's vulnerability to risk requires clear, consistent, and candid communications. These communications need to reach local officials in communities where individual constituents need information to take steps to protect themselves from prevailing hazards. To accomplish this, the project partners will maintain open lines of communication and establish a consistent flow of information.

FEMA and the State Risk MAP Coordinator will:

- Provide quarterly status reports outlining the current project status, changes to priority future study status, key accomplishments to date, identified risks, and next steps via a letter provided electronically to each community's floodplain administrator and Chief Executive Officer.
- Enhance the Community's ability to communicate about hazards and associated risk to people who live and work within their communities and the county by providing templates and outreach materials for local use, quarterly updates on project progress, and recommendations for implementation upon request.
- Contact FEMA, the State Risk MAP Coordinator, DOGAMI and the Communities at least two weeks in advance of a proposed meeting date via email.
- Discuss how to incorporate this new mapping information and products into existing hazard mitigation plans, land use plans, building codes, and mitigation efforts, etc. Resources available from State and Federal governments and professional associations that support planning and implementation activities will be highlighted. The meeting will result in action items developed by the Communities to encourage mitigation activities and risk reduction.

DOGAMI will:

- Initiate coordination with the other project partners to schedule, plan, and hold a minimum of three meetings during the life of the project :
 - **Flood Study Review Meeting:** To be held following the development of analysis and draft mapping. The intent of this meeting is to provide local officials the opportunity to view and comment on drafts of the engineering analyses and risk data produced by DOGAMI prior to the preliminary release of regulatory products and data.
 - **Resilience Meeting:** To be held following the development of non-regulatory Risk MAP products and tools. The intent of this meeting is to provide local officials with the Flood Risk Products described in this charter, and to review the findings.
 - **Final Community Coordination Officer (CCO) Meeting/Open House:** To be held about a month after preliminary copies of the official Flood Insurance Study (FIS) and Flood Insurance Rate Maps (FIRM) are distributed to the Communities. The intent of this meeting is to discuss the results, present the FIS, and provide the public with an opportunity to view the new data, gain insight to methodologies used, and in cooperation with the State Risk MAP Coordinator, discuss regulatory implications and mitigation strategies. This can be two meetings held on the same day: the first meeting for local officials only, the second to be open to the public.

The State Risk MAP Coordinator will:

- Provide information, clarification, and resources to support participation in the project, upon request.

The County and Communities are strongly encouraged to:

- Communicate desired timing and schedule for receiving ongoing study updates.
- Be responsible for planning, supporting facilitation, and advertising the public meeting.
- Share study concerns with project staff early and often to reduce miscommunication.

Risk Mapping Activities



A FEMA Risk MAP project identifies flood hazards, provides local floodplain management regulatory flood data, supports the National Flood Insurance Program (NFIP), and provides risk assessments and mitigation support and planning technical assistance for hazards. Based on needs identified and/or validated by the State Risk MAP Coordinator, DOGAMI, the Communities, and available funding from FEMA, the following data will be developed or utilized in a mapping project (for more specific details of the scope of the mapping activities, please see attached Mapping Activity Statement and map of study areas).

FEMA will:

- Provide guidance, feedback, coordination and technical support throughout the Risk MAP Project Life Cycle.
- Through engineering subcontractors STARR, perform detailed coastal analyses for:
 - 20.9 miles of coastline on the Columbia River Estuary (Reach 2) through the Cities of Warrenton and Astoria.
- Through engineering subcontractors STARR, perform detailed estuarine analyses for:
 - 9.9 miles of shoreline on the Columbia River Estuary (Reach 1) from Clatsop Spit southwest into the City of Warrenton;
 - 30 miles of shoreline on the Columbia River Estuary (Reach 3) from the City of Astoria to the eastern boundary of the County.

DOGAMI will:

- Provide LiDAR for the areas to be studied. The data will be provided to Jen Monroe, FEMA Region X Risk Analyst.
- Perform re-delineation of detailed riverine flood hazard zones using high resolution LiDAR topographic data surveyed in 2009 and 2010 for:
 - 4,140 feet of the North Fork Nehalem River (Reach 1) near the south boundary of the County;
 - 1,680 feet of the North Fork Nehalem River (Reach 2) near the south boundary of the County;
 - 15.3 miles of the Necanicum River upstream of its mouth at the City of Seaside;
 - 1.4 miles of Beerman Creek upstream of its confluence with the Necanicum River;
 - 2.6 miles of Neawanna Creek through the City of Seaside;
 - 2,234 feet of Upper Neawanna Creek upstream of its confluence with Neawanna Creek;
 - 3 miles of Neacoxie Creek through the City of Gearhart;
 - 8.2 miles of the Lewis and Clark River south of the Lewis and Clark Road crossing;
 - 3,504 feet of the Little Wallooskee River near the eastern length of Little Wallooskee Lane;
 - 2,509 feet of Bear Creek south of Highway 30;
 - 1 mile of Little Creek near Highway 30;
 - 1.1 miles of Big Creek near Highway 30;
 - 1,794 feet of Plympton Creek upstream of Westport Ferry Road;
 - 1.9 miles of Northrup Creek upstream of its confluence with the Nehalem River;
 - 29.9 miles of the Nehalem River (Reach 3) in the southeastern quarter of the County;
 - 2,860 feet of Beneke Creek upstream of its confluence with the Nehalem River;
 - 1.4 miles of Cow Creek upstream of its confluence with the Nehalem River;
 - 2.8 miles of Humbug Creek upstream of its confluence with the Nehalem River;
 - 2.2 miles of the North Fork Nehalem River (Reach 3) in the south part of the County.
- Perform new or revised approximate riverine flood hazard analyses for:
 - 1.5 miles of the Skipanon River upstream of the southern boundary of the Warrenton city limit;
 - 2.1 miles of the Klaskanine River upstream of its confluence with the Youngs River;
 - 1,167 feet of First Street Drainage in southern Astoria;
 - 1,156 feet of Olney Avenue Drainage in southern Astoria;
 - 2.0 miles of Mill Creek upstream of its confluence with the Columbia River estuary;
 - 3 miles of the John Day River upstream of its confluence with the Columbia River estuary;
 - 1 mile of Ivy Station Road Drainage upstream of its confluence with the Columbia River estuary;
 - 2,944 feet of Stillwell Road Drainage upstream of its confluence with Ivy Station Road Drainage;



FEMA



- 2.4 miles of Fertile Valley Creek upstream of its confluence with the Columbia River estuary.
- Perform new or revised approximate coastal flood hazard analyses for:
 - 7.4 miles of coastline on the Pacific Ocean (Reach 2) between Cannon Beach and Seaside;
 - 6.2 miles of coastline on the Pacific Ocean (Reach 4) east of the City of Warrenton.
- Perform detailed coastal analyses for:
 - 9.3 miles of coastline on the Pacific Ocean (Reach 1) south of the northern city limit of Cannon Beach;
 - 13 miles of coastline on the Pacific Ocean (Reach 3) from the City of Seaside to the City of Warrenton;
- Perform approximate redelineation for flood hazard zones using high resolution LiDAR topographic data surveyed in 2009 and 2010 for:
 - Coffenbury Lake Closed Basin
- BFEs will not be displayed on regulatory products, but will be provided for local planning use.
- Prepare and provide the regulatory **Flood Insurance Study (FIS) Report** document to the Communities. A FIS is a book that contains information regarding flooding in a community and is developed in conjunction with the FIRM. The FIS frequently contains a narrative of the flood history of a community and discusses the engineering methods used to develop the FIRM. The study also contains flood profiles for studied flooding sources and can be used to determine Base Flood Elevations for some areas.
- Prepare and provide the regulatory **Flood Insurance Rate Map (FIRM)** and **digital FIRM GIS database (DFIRM)** which identifies the Community's flood zones, base flood elevations, and floodplain boundaries. This map is used to determine where the purchase of flood insurance is required for properties with federally-backed mortgages.

The State Risk MAP Coordinator will:

- Make FEMA aware of any potential risks to the data development or project progress, and act as liaison to the Communities by providing information and resources upon request.

The Communities are strongly encouraged to:

- Include the Risk MAP project as an agenda item in regular community meetings, and will make FEMA aware of any potential risks to project progress.
- Make fully available to DOGAMI all relevant GIS data to make maps more accurate, true, and useful for the benefit of all parties.

Risk Assessment Activities

Risk assessments allow communities to make informed mitigation, land use, and emergency management decisions by providing products and technologies that communicate and visualize risks. To provide the Communities with information regarding risk associated with flood hazards within the community, FEMA will work closely with the Communities to produce the products and tools listed below. (For more specific details of the scope of the mapping activities, please see attached Mapping Activity Statement/Scope of Work and map of study areas)

FEMA will:

- Highlight areas where risk reduction actions may produce the highest return on investment.
- Provide the Communities with updated HAZUS Essential Facility data.
- Provide the Communities with technical assistance for HAZUS projects.
- Provide the Communities with Areas of Mitigation Areas of Interest findings and recommendations based on best available data.
- Provide the Communities with a Risk MAP database containing digital project data.
- Provide the Communities with a Risk MAP map and report depicting risk assessment results.

DOGAMI will:

- Provide a non-regulatory **Flood Risk MAP** which includes a narrative on the flood hazards and risk exposure within the community, watershed, or other geographic area, and explain the risk assessment methodology and results.



FEMA



- Provide access to the **Flood Risk Database** which houses data collected, created, and analyzed during the project. This data can be used by the Communities to recreate maps, develop reports and other products, and to perform additional analysis.
- Provide **Changes Since Last FIRM** maps and data that identify areas where the Special Flood Hazard Area, floodway, and/or flood zone designations have changed since the previous flood study. Engineering or topographic factors that may have contributed to the changes such as data used and level of study performed will also be identified. Estimates of structures affected by the changes will be quantified and summarized to capture increases/decreases in known risk and enable local officials to better plan for outreach needs.
- Provide **depth grids** for each newly studied riverine area, for the 10-percent, 4-percent, 2-percent, 1-percent, and 0.2-percent-annual-chance flood events. Depth grids depict the depth of flooding at locations throughout a community and when combined with other information, such as first floor elevations, are invaluable in capturing risk. Depth grids may also be used by the community to produce their own risk assessments using the FEMA loss estimation tool HAZUS. These grids will also be used to depict the percent-chance of flooding over 30 years, the typical length of a home mortgage.
- Utilize locally-provided data to develop a risk assessment and will replace national datasets with locally derived information wherever possible. The specific methodology and products will be shared in a stand-alone document.

The State Risk MAP Coordinator will:

- Support risk assessment data and product development as needed.

The Communities are strongly encouraged to:

- Incorporate Risk Assessment data and findings into existing and future mitigation plans and local land use programs.
- Make fully available to DOGAMI all relevant GIS data to make maps more accurate, true, and useful for the benefit of all parties.

Disaster Response Activities

Following any disaster, Federal, State, and local government staff work to minimize loss to life and property and to provide resources and support to citizens in need. In addition, data collection activities can be an invaluable resource for planning mitigation projects to improve community resiliency to hazards and improve future disaster response.

FEMA and the State Risk MAP Coordinator will:

- Provide the community with any findings/recommendations resulting from the event identify areas of mitigation interest and ultimately support the community in their recovery efforts.
- Support the Communities in prompt disaster response by coordinating internally and providing resources.
- Provide the Communities with suggested guidance for collecting and documenting this information.

DOGAMI will:

- Use locally-supplied data to update or verify any ongoing study effort; provide the community with any findings/recommendations resulting from the event.

The Communities are strongly encouraged to:

- Provide FEMA with copies of photographs of areas affected by disasters.
- Document high water marks, perform damage estimates, and provide the collected data to FEMA.
- Pre-identify locations and public facilities eligibility for disaster-related emergency measures that may lead to permanent changes in the floodplain (such as the replacement of culverts with bridges, alteration of watercourses, etc.).



FEMA



- Notify FEMA of any disaster-related emergency measures taken that may have caused permanent changes in the floodplain.

Mitigation Planning Activities

Mitigation planning support provides technical assistance, incentivizes risk reduction activities at the local level, and develops the programmatic infrastructure to monitor local efforts. The flood risk information developed during this project will provide local governments with analyses they can use to develop or update their existing mitigation plans. The Communities can use this data to better identify risks and vulnerabilities associated with floods, evaluate the areas of high mitigation value, and develop long-term strategies for protecting people and property from future flood events. FEMA will offer mitigation planning technical assistance to cover the fundamentals of the requirements for Communities to meet requirements established in 44 CFR § 201.6.

FEMA will:

- Coordinate with the State, the Communities, to schedule a meeting/workshop tentatively planned to be held in April 2013. The focus will be on using the updated data provided through the Risk Mapping project to improve existing mitigation strategies or identify additional strategies.
- Assist planning teams with incorporating new riverine and coastal flood hazard and risk data into the existing mitigation plan.

FEMA and the State Risk MAP Coordinator will:

- Discuss with the Communities how existing flood hazard data and available tools can be used to enhance the flood portion of their hazard mitigation plans.
- Share mitigation planning and/or implementation best practices, provide information about resources available to support flood mitigation actions, and assist in the development of an action item list to facilitate mitigation activities.

The State Risk MAP Coordinator will:

- Support FEMA, the Communities, by providing information, clarification, and resources to support mitigation planning efforts or obtaining funding, upon request.

The Communities are strongly encouraged to:

- Update, maintain and improve upon the county mitigation plan adopted by Clatsop County, which was approved in August 2008.
- Ensure that all cities and communities create and adopt a mitigation plan.
- Actively participate in the mitigation planning process, by, at a minimum, considering and prioritizing mitigation projects that may support community resilience to flooding and other hazards.
- Inform FEMA and the State of new and emerging priorities for consideration in future studies.

Training Activities

FEMA, the State Risk MAP Coordinator and DOGAMI will assist the Communities by providing training and outreach materials as needed and requested. Training sessions and outreach materials may be targeted to the individual communities or to a general audience, as needed to meet the needs of this Partnership Agreement. FEMA will deliver outreach materials and schedule training sessions on the identified topics within 90 days of this Agreement.

The following topics have been identified as immediate needs for training and outreach materials for the Communities:



FEMA



Training Sessions

- Post-Disaster Assistance & High Water Mark data collection
- Community Rating System (CRS)
- HAZUS
- NFIP Regulations and Floodplain Management

Publications and Outreach Materials

- Technical Bulletins
- Risk MAP Outreach Materials



FEMA



Clatsop County Risk MAP Partnership Signature Page

Roles and Responsibilities

This Partnership Agreement represents a good-faith effort by all parties to share data, communicate findings, and plan mitigation activities to reduce the exposure of the citizens within the Communities to hazard risk. **It is not legally binding.** The parties listed in the signature block below will collaborate on hazard identification activities and risk analysis products, and will consult with each other to integrate contributions into hazard identification efforts. It is intended to provide a common strategy to address hazards and increase resilience within communities.

FEMA Region X Risk Analysis Branch Chief
Tamra Biasco
Date:

FEMA Region X FM&I Branch Chief
Mark Riebau
Date:

FEMA Region X Risk Analyst
Jennifer Monroe
Date:

FEMA Region X Engineer
David Ratte
Date:

FEMA Region X NFIP Specialist
Karen Wood-McGuiness
Date:

State Risk MAP Coordinator
Stephen Lucker
Date:

State NFIP Coordinator
Christine Shirley
Date:

DOGAMI Assistant Director & Mapping Partner
Andree Pollock
Date:

City of Astoria

Willis L. Van Dusen

Date

APPROVED AS TO FORM:



Blair Henningsgaard, City Attorney



February 7, 2013

MEMORANDUM

TO: MAYOR AND CITY COUNCIL
FROM: PAUL BENOIT, CITY MANAGER
SUBJECT: PUBLIC WORKS SHOPS PAVING PROJECT

DISCUSSION/ANALYSIS

Over the past 30 years, large portions of the Public Works Shops yard pavement have deteriorated and require significant repairs to improve drainage and ensure continued use. The need for this work was previously identified and budgeted in the F.Y. 2012-2013 Public Works Improvement Fund. Public Works engineering staff evaluated the pavement condition and completed a plan to maximize repairs in critical areas subject to the most use. Public Works operations personnel will be assisting with this project in order to reduce overall cost. City forces will remove the damaged asphalt areas; install two new storm drain structures and associated piping; and place crushed rock prior to the contracted asphalt paving installation. A previous project completed in 2011 repaired damaged areas adjacent to the fueling facility and access. The current project will continue the improvements to the area between the main office/mechanics shop and the utility service/small vehicle building (Building F).

City staff utilized the informal Request for Quotes (RFQ) process and the following competitive quotes have been received:

Contractor	Total Quote
Bayview Transit Mix, Inc.	\$20,934.75
Clean Sweep Maintenance, Inc.	\$23,230.00

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

RECOMMENDATION

It is recommended that City Council authorize award of a construction contract to Bayview Transit Mix, Inc. in the amount of \$20,934.75 for the Public Works Shops Paving Project. Funding for this project is allocated in the capital outlay section of the Public Works Improvement Fund.

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

Prepared By NATHAN CRATER
Nathan Crater, Assistant City Engineer

60.01.00 - GENERAL

THIS AGREEMENT, made and entered into this ____ day of _____, 2013, by and between Bayview Transit, PO Box 619, Seaside, OR 97138, hereinafter called "**CONTRACTOR**" and the City of Astoria, a municipal corporation, hereinafter called "**CITY**."

WITNESSETH:

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

60.2.00 - DESCRIPTION OF WORK

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

Public Works Shops Paving 2013

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

60.3.00 - COMPLETION OF CONTRACT

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

60.4.00 - CONTRACT PRICE

The contract price for this project is \$20,934.75. 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. If this contract is subject to both ORS 279C.800 to ORS 279C870 and the Davis-Bacon Act (40 USC 3141 *et seq*) every contract and subcontract must provide that the worker whom the **CONTRACTOR**, subcontractor, or other person who is a party to the contract uses in performing all or part of this contract, must be paid not less than the higher of the applicable state prevailing rate of wage for each trade or occupation as defined by the Commissioner of the Bureau of Labor and Industries in the applicable publication entitled *Definitions of Covered Occupations for Public Works Contracts in Oregon* or federal prevailing rate of wage. A current copy (title page only) of Prevailing wage Rates for Public Works contracts in Oregon is included in Section 40 of the specifications. A web site where these publications are available is <http://egov.oregon.gov/BOLI/WHD/PWR/pwr.state.shtml>.

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

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

60.24.00 – INSURANCE

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

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

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

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

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

60.25.00 - PERFORMANCE AND PAYMENT BOND

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

60.26.00 - CERTIFICATION OF COMPLIANCE WITH TAX LAWS

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

60.26.01 - CITY OCCUPATION TAX

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

60.27.00 - NO THIRD PARTY BENEFICIARIES

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

APPROVED AS TO FORM:

CITY OF ASTORIA, a municipal of the
State of Oregon

City Attorney

BY: _____

Mayor

Date

ATTEST:

Contractor

Date

City Manager

Date



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

PUBLIC WORKS SHOPS PAVING 2013 REQUEST FOR QUOTES

The City of Astoria Engineering Division is requesting quotes to furnish all labor, equipment and material to pave a 1050 SY area at the Public Works Facility located at 550 30th Street. Prior to paving, City crews will sawcut and demo the existing deteriorated asphalt area. Two catch basins and associated piping will be installed. The City will also place and rough grade base rock in preparation of leveling rock and pavement. The City will provide and deliver ¾"-0" leveling rock to the project area for Contractor use. The selected contractor will be responsible for the following.

Scope of work:

- Pavement Preparation
 - Compact base rock prior to placement of leveling rock.
 - Place, grade and compact leveling rock (3" thickness), ¾"-0" rock provided.
- Pave areas as identified in attached exhibit map. Pavement thickness will be 4" placed in (2) 2 inch lifts.

#	Item Description	Quantity	Unit	Unit Price	Total
1	Mobilization	1	LS	\$ 400 ⁰⁰	\$ 400 ⁰⁰
2	Pavement Preparation	1050	SY	\$.88	\$ 924 ⁰⁰
3	Level 3 - ½" Dense HMAC	235	Ton	\$ 83 ⁴⁵	\$ 19,610 ⁷⁵
Total Quote					\$ 20,934 ⁷⁵

Please review the attached Exhibit Map and sample City contract. The City will execute this contract with the selected Contractor.

Notice to proceed for this project is anticipated on May 24, 2013. The project will need to be completed and closed prior to June 21, 2013.

The selected contractor will be required to furnish a performance bond and a payment bond on approved forms each in the amount of 100% for the full performance and payment of the terms of this contract.

Contractor shall read and comply with the attached documents before finalizing a quote. **Quotes are due February 7th, 2013 by 2:00 p.m.** Please send sealed quotes to:

Nathan Crater, P.E.
Assistant City Engineer
1095 Duane St
Astoria, OR 97103

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

Total Quote: \$ 20,934⁷⁵

2-7-2013
DATE SIGNED

Bayview Transit
OFFEROR

Bob Bird Project mgr.

SIGNED (NAME AND TITLE)

Po Box 619

MAILING ADDRESS

SEASIDE OREGON 97138

CITY, STATE, AND ZIP CODE

PHONE NUMBER: 503-738-5466

CORPORATION: YES NO

IF NO, TAX ID NUMBER OR SOCIAL

SECURITY NUMBER:

CONTRACTOR BOARD NO. 63551



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

Date: February 13, 2013

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  PAUL BENOIT, CITY MANAGER

SUBJECT: **AUTHORIZATION TO AWARD ASTORIA HERITAGE SQUARE - GARDEN OF SURGING WAVES PROJECT**

DISCUSSION/ANALYSIS

On December 3, 2012, City Council authorized staff to solicit bids for the Garden of Surging Waves project. The architect's estimate for construction was between \$900,000 and \$1,100,000. It was stated at the time staff requested authorization that should bids come in above the funds raised to date, staff will negotiate with the contractor to delete or modify portions of the project in order to reduce expenses. The following competitive bids were received on January 15, 2013:

Contractor	Total Bid
Robinson Construction Co.	\$1,287,000
JP Contractors, Inc	\$1,374,500

The lowest bid received exceeds the project funds raised to date; therefore staff proceeded with negotiations with the lowest bidder to reduce the project scope within the available project budget as allowed by Oregon state statute. The project team and the Contractor developed a base bid that represents a project that will maintain the integrity of the design intent, allow for remaining park segments to be installed at a later date, and allow the City to stay within the available funding at this time. Remaining park improvements removed from the scope at this time have been structured so they can be added back into the project by contract amendment as funding becomes available.

Should adequate donations be received during construction, the remaining work can be added back into the project and the park can be completed at one time. If not, the Contractor may need to re-mobilize to complete the work. Additional work items will be brought back to the City Council as pay adjustments once funding becomes available.

A presentation will be made by the project designer, Suenn Ho of Mulvanny G2, describing the details of the base bid scope and the remaining work that can be added back into the project as funds become available. The following is a breakout of the proposed sequencing of the construction:

Description	Cost
Sequence A (Base Bid to include site work, lantern, Lin Bi rocks)	\$798,498
Sequence B (Add Pavilion to include Mosaic & Landscaping)	\$137,854
Sequence C (Add Story Screen & Remaining Pavers)	\$190,424
Sequence D (Add Donor Screen, Precast Seating Blocks & Precast Timeline Benches)	\$109,893
Total	\$1,236,669

CURRENT BUDGET SUMMARY

Funds Raised to Date

A total of \$973,604 has been raised and/or allocated for construction of the Garden of Surging Waves. This figure includes \$350,000 from the Promote Astoria Fund, \$156,349 remaining from the Astor East Urban Renewal District loan (excluding sidewalk/retaining wall project costs), \$267,255 in community / grant donations, and the generous donation of \$200,000 by the late Art DeMuro. According to Mr. DeMuro's executor, the donation is committed and will be paid out in increments. The transfer of \$156,349 from the Astor-East Urban Renewal Fund to the Garden of Surging Waves project fund will require action by the Astoria Development Commission (ADC). This will be added to a future ADC agenda. Included below is a table which outlines these figures:

Promote Astoria Fund	\$350,000
AEURD Loan (excluding sidewalk project and construction management costs and landscaping)	\$156,349
Community / Grant Donations	\$267,255
Art DeMuro	\$200,000
TOTAL	\$973,604

Construction Expenses for Sequence A (Base Bid)

The following table shows a summary of the anticipated construction budget in addition to the base bid:

Description	Total Amount
Construction Costs for Base Bid	\$798,498
Construction Contingency (14.6%)	\$142,106
Special Inspection/Testing	\$15,000
Geotechnical Engineering	\$10,000
Basalt Timeline Markers (Duane St.)	\$8,000
Total	\$973,604

These expenses include the cost for construction of the base bid plus contingency and other construction related services. The cost for procuring basalt for timeline markers in the Duane Street sidewalk is also included above.

RECOMMENDATION

It is recommended that City Council authorize the award of a construction contract to Robinson Construction in the amount of \$798,498 for the Heritage Square - Garden of Surging Waves Project. Funds for this project are available from the Promote Astoria Fund, Astor East Urban Renewal District, and donations received for the project.

Submitted By Ken Cook FOR
Ken Cook, Public Works Director

Prepared By Brett Estes FOR
Brett Estes, Community Development
Director / Assistant City Manager

Prepared By Jeff Harrington FOR
Jeff Harrington, City Engineer



February 7, 2013

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  PAUL BENOIT, CITY MANAGER

SUBJECT: **ODOT WALKWAY/BIKEWAY PROJECT INTERGOVERNMENTAL AGREEMENT
8TH AND COMMERCIAL INTERSECTION**

DISCUSSION/ANALYSIS

Public Works Engineering staff has been working with the Oregon Department of Transportation (ODOT) to develop pedestrian enhancements and improved durability for the Highway 30, 8th Street and Commercial intersection. The design of these improvements has been incorporated into the upcoming 11th Street Combined Sewer Overflow (CSO) Separation project. Upon final approval by ODOT, the improvements will include a reinforced concrete intersection with inlayed thermoplastic stripes and full-depth colored concrete to enhance the visibility of the crosswalks. The crosswalk area will be the traditional light gray concrete color while the middle of the intersection will be a dark gray concrete similar to the color of asphalt.

Over the years, the pavement in this intersection has been a difficult challenge to maintain due to the high volume of heavily loaded trucks making the turn onto Commercial Street. The asphalt pavement does not tolerate the turning motion of the trucks and quickly becomes rutted. When maintenance is performed to eliminate the ruts, a complicated detour is required. In addition, the work is often required to be done outside of normal working hours in order to minimize the disruption to traffic.


ODOT has agreed to contribute \$100,000 of Quick Fix Bicycle and Pedestrian program funds toward the intersection improvements, which will reduce the burden on the loan funds for the 11th Street CSO Separation project.

The City attorney has reviewed the attached agreement and approved as to legal form.

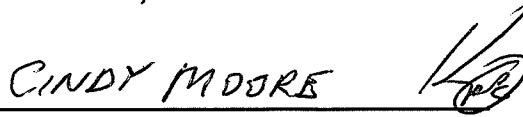
RECOMMENDATION

Recommend that Council enter into an Intergovernmental Agreement to accept \$100,000 in ODOT Quick Fix Bicycle and Pedestrian program funds to construct pedestrian and pavement enhancements as part of an upgrade to the Commercial Street and 8th Street intersection.

Submitted By


Ken P. Cook, Public Works Director

Prepared By


Cindy Moore, City Support Engineer

Oregon Department of Transportation
WALKWAY/BIKEWAY PROJECT AGREEMENT
US Route 30 (Commercial Street) and 8th Street Crosswalks
City of Astoria

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State;" and the CITY OF ASTORIA, acting by and through its designated officials, hereinafter referred to as "Agency;" both herein referred to individually or collectively as "Party," or "Parties."

RECITALS

1. US Route 30 (US 30) (Lower Columbia River Highway) is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC) and is routed through the corporate limits of the City of Astoria. US 30 is also known as Commercial Street within the limits of this project. 8th Street is a part of the city street system under the jurisdiction and control of Agency.
2. By the authority granted in Oregon Revised Statute (ORS) 366.514, funds received from the State Highway Trust Fund are to be expended by the State and the various counties and cities for the establishment of footpaths and bicycle trails. For purposes of Article IX, Section 3(a), of the Oregon Constitution, the establishment and maintenance of such footpaths and bicycle trails are for highway, road, and street purposes when constructed within the public right of way.
3. By the authority granted in ORS 810.080 State has the authority to establish marked pedestrian crosswalks on its highway facilities.
4. By the authority granted in ORS 190.110, 366.572 and 366.576, State may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting Parties.
5. State established a Bicycle and Pedestrian Program fund in the Statewide Transportation Improvement Program (STIP) to meet the minimum requirement of one (1) percent of State Highway Funds to be spent on pedestrian and bicycle facilities. The 2012-2015 STIP programs \$29 million for the Bicycle and Pedestrian Program, allocated to three (3) programs: Grants, Sidewalk Improvement Programs and Quick Fixes.
6. State's District 1 Maintenance will contribute 2012 Quick Fix Bicycle and Pedestrian program funds toward the project described herein. These funds are received by the District to provide minor sidewalk and other pedestrian improvements on state highways. The funding shall be used solely for the purpose of project development,

contract administration, and construction of transportation-related accommodations that meet program requirements associated with this project.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, State and Agency agree, as part of an upgrade to the Commercial Street and 8th Street intersection, to design and construct four (4) crosswalks, hereinafter referred to as "Project." The location of the Project is approximately as shown on the sketch map marked "Exhibit A," attached hereto and by this reference made a part hereof.
2. Agency has determined that the total cost of the Project is estimated to be \$100,000. State shall fund the Project in an amount not to exceed \$100,000. These funds shall be used by Agency on a reimbursement basis, with State funds limited to \$100,000. All costs incurred in excess of the State amount will be the sole responsibility of Agency.
3. The work is to begin upon execution of this Agreement by all Parties and shall be completed no later than December 31, 2013. This Agreement will terminate six (6) months after that date unless extended by a fully executed amendment. Maintenance responsibilities shall survive any termination of this Agreement.

AGENCY OBLIGATIONS

1. Agency shall conduct the necessary preliminary engineering and design work required to produce final plans, specifications, and cost estimates; obtain all required permits; be responsible for all utility relocations; perform all construction engineering; prepare all bid and contract documents; advertise for construction bid proposals; award all contracts; provide project management services and other necessary functions for the sole administration of the construction contract entered into for this Project; make all contractor payments; and provide technical inspection upon completion of the Project.
2. Agency shall not install any new crosswalks on US 30 without prior approval from State's Traffic Engineer and State's Region 2 Traffic Office. Agency shall work with the State's Region 2 Traffic Office to get State Traffic Engineering approval for any marked crosswalks on US 30.
3. Agency shall obtain a miscellaneous permit to occupy State right of way through the State District 1 Office prior to the commencement of construction.
4. Agency shall submit a copy of the plans and specifications to State through the State District 1 Office and the State's Pedestrian and Bicycle Program Manager for review and concurrence prior to advertising for a construction contract or, if Agency forces will perform the construction work, prior to construction. Concurrence must be received

from both State offices prior to proceeding with the Project. The Project design, signing, and marking shall be in conformance with the current "Oregon Bicycle and Pedestrian Plan" and shall comply with the most current Americans with Disabilities Act (ADA) guidelines.

5. Agency shall not award a construction contract until State's District 1 representative has reviewed and approved the low bidder's proposal and costs.
6. Agency shall submit invoices to State on a monthly basis for actual costs incurred by Agency on behalf of the Project directly to State's Project Manager for review and approval. Such invoices will be in a form identifying the Project, the Agreement number, the invoice or account number (or both), and will itemize all expenses for which reimbursement is claimed. Under no conditions shall State's obligations exceed \$100,000, including all expenses. Travel expenses will not be reimbursed.
7. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
8. Agency shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval.
9. If Agency enters into a construction contract for performance of work on the Project, then Agency will require its contractor to provide the following:
 - a. Contractor shall indemnify, defend and hold harmless State from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under the resulting contract.
 - b. Contractor and Agency shall name State as a third party beneficiary of the resulting contract.
 - c. Commercial General Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to State. This insurance will include personal and

advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage will be written on an occurrence basis. If written in conjunction with Automobile Liability the combined single limit per occurrence will not be less than \$1,000,000 for each job site or location. Each annual aggregate limit will not be less than \$2,000,000.

- d. Automobile Liability. Contractor 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.
 - e. Additional Insured. The liability insurance coverage, except Professional Liability, Errors and Omissions, or Workers' Compensation, if included, required for performance of the resulting contract will include State and its divisions, officers and employees as Additional Insured but only with respect to Contractor's activities to be performed under the resulting contract. Coverage will be primary and non-contributory with any other insurance and self-insurance.
 - f. Notice of Cancellation or Change. There shall 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 State. Any failure to comply with the reporting provisions of this clause will constitute a material breach of the resulting contract and will be grounds for immediate termination of the resulting contract and this Agreement.
10. Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the contractor and subcontractor from and against any and all Claims.
11. Any such indemnification shall also provide that neither the Agency's contractor and subcontractor nor any attorney engaged by Agency's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of

Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Agency's contractor is prohibited from defending the State of Oregon, or that Agency's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency's contractor if the State of Oregon elects to assume its own defense.

12. Agency shall be responsible for all costs not covered by State funding. State funding is limited to \$100,000.
13. Agency shall be responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement, including but not limited to, retirement system contributions, workers compensation, unemployment taxes, and state and federal withholdings.
14. All employers, including Agency, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Agency shall ensure that each of its contractors complies with these requirements.
15. Agency shall, upon completion of Project, maintain the Project per existing maintenance responsibility agreements.
16. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
17. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
18. Agency's Project Manager for this Project is Ken Cook, City of Astoria Public Works Director, 1095 Duane Street, Astoria, Oregon 97103; phone: (503) 338-5173; email: kcook@astoria.or.us, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. State grants authority to Agency to enter upon State right of way for the construction of this Project as shall be provided for in the miscellaneous permit to be issued by State District 1 Office.
2. State's local District 1 Office and Pedestrian and Bicycle Program shall review and must concur in the plans prepared by Agency before the Project is advertised for a construction contract or before construction begins if Agency forces shall perform the work. State's District 1 Office shall process all invoices submitted by Agency.
3. In consideration for the services performed, State agrees to pay City within forty-five (45) days of receipt of invoices, up to a maximum amount of \$100,000. Said maximum amount shall include reimbursement for all expenses. Travel expenses shall not be reimbursed.
4. Upon request from Agency, State shall conduct or assist Agency with final technical inspection of the completed Project.
5. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of current biennial budget.
6. State's Project Manager for this Project is Virginia Williams, Permit Specialist, ODOT, District 1, 350 W. Marine Drive, Astoria, Oregon 97103-6206; phone: (503) 325-7222; email: virginia.l.williams@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by mutual written consent of both Parties.
2. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If Agency fails to provide payment of its share of the cost of the Project.

- d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination. If any funds are remaining from the advance deposit, they shall be refunded to State.
 4. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
 5. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
 6. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments,

finances or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

7. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
8. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
9. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary State approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of a Party to enforce any provision of this Agreement shall not constitute a waiver by a Party of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

SIGNATURE PAGE FOLLOWS

CITY OF ASTORIA, by and through its
designated officials

By _____
Mayor

Date _____

By _____
City Manager

Date _____

APPROVED AS TO LEGAL FORM

By _____
City Legal Counsel

Date _____

Agency Contact:

Ken Cook, Director
City of Astoria Public Works
1095 Duane Street
Astoria, OR 97103
Phone: (503) 338-5173
Email: kcook@astoria.or.us

STATE OF OREGON, by and through
its Department of Transportation

By _____
Active Transportation Section Manager

Date _____

APPROVAL RECOMMENDED

By _____
Pedestrian and Bicycle Program Manager

Date _____

By _____
Region 2 Manager

Date _____

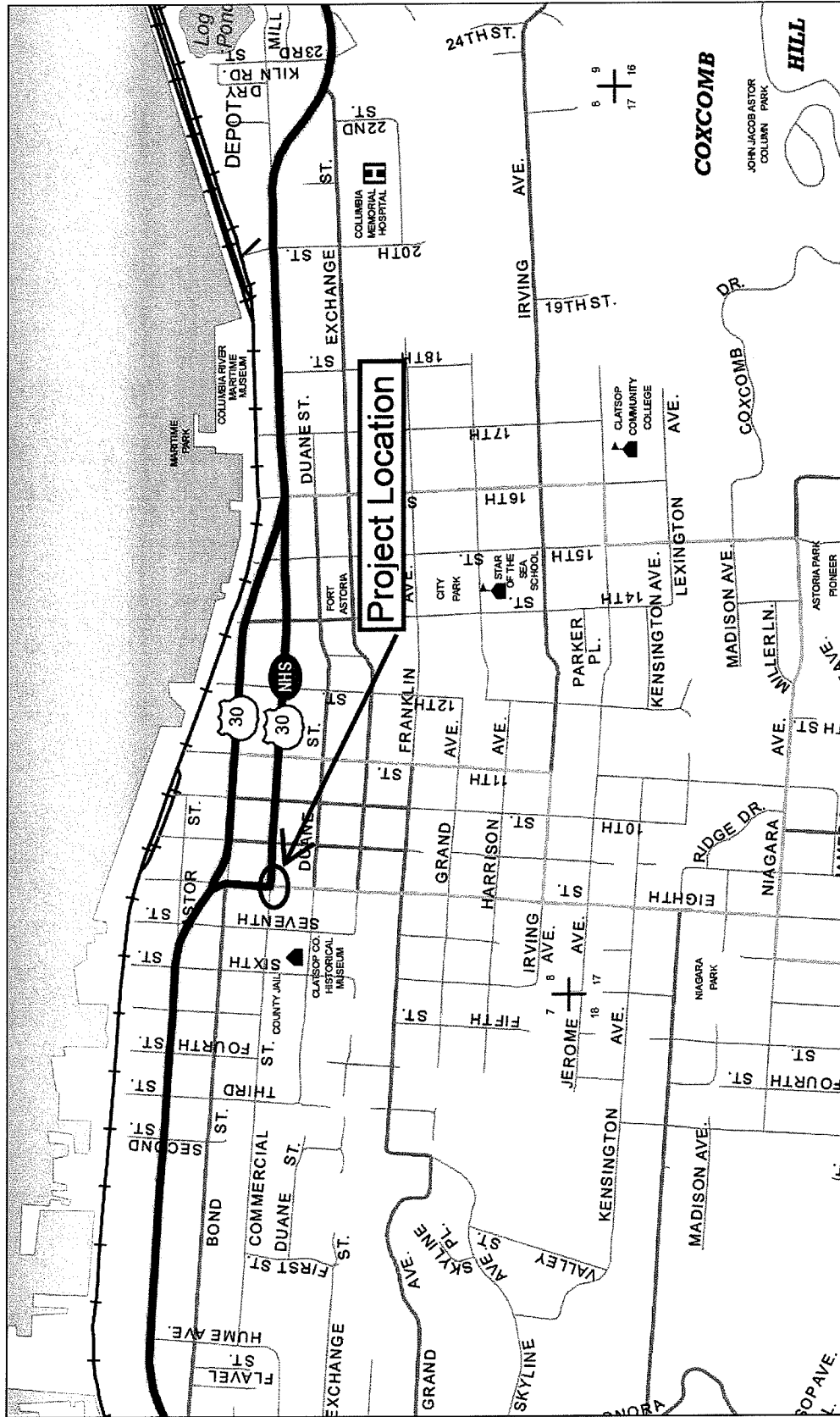
By _____
District 1 Manager

Date _____

State Contact:

Virginia Williams, Permit Specialist
ODOT, District 1
350 W. Marine Drive
Astoria, OR 97103
Phone: (503) 325-7222
Email: virginia.l.williams@odot.state.or.us

**Exhibit A – Project Location
US 30 at 8th Street (Mile Point 98.38)**





February 8, 2013

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM: *PB* PAUL BENOIT, CITY MANAGER

SUBJECT: ASTORIA PUBLIC SAFETY BUILDING IMPROVEMENTS PROJECT
 FINAL PAY ADJUSTMENT

DISCUSSION/ANALYSIS

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

Legend: COR (Change Order Request)

Item	Description	Quantity	Unit Cost	Total Cost
Misc Project Changes				
COR #34	Add - Additional Parking Lot Paving Scope	1 LS	\$1,604.00	\$1,604.00
COR #35	Add - Floor Tile Install FD Computer Space	1 LS	\$447.00	\$447.00
COR #36	Add - New Main Entry Walk-Off Flooring	1 LS	\$6,563.00	\$6,563.00
COR #37	Add - Ceiling Tile Waste Disposal	1 LS	\$956.00	\$956.00
COR #38	Add - Roof Drain Repairs	1 LS	\$1,070.00	\$1,070.00
COR #39	Add - Repairs to Job Site Equipment	1 LS	\$2,691.00	\$2,691.00
COR #40	Add - Electrical Code Compliance Resolution	1 LS	\$10,735.00	\$10,735.00
COR #41	Add - Repaint Outstanding FD Offices/Spaces	1 LS	\$25,987.00	\$25,987.00
COR #42	Add - New Carpeting FD Offices & Dormitory	1 LS	\$9,027.00	\$9,027.00
COR #43	Add - New Ceiling Tiles	1 LS	\$17,146.00	\$17,146.00
COR #44	Add - Misc Electrical Repairs & Materials	1 LS	\$14,765.00	\$14,765.00
COR #45	Add - Abatement of Asbestos Floor Tile	1 LS	\$1,998.00	\$1,998.00
Change Order Total =				\$92,989.00
Previous Contract Amount =				\$1,030,040.00
Final Revised Contract Amount =				\$1,123,029.00

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

While originally an overall project budget contingency of 15% (\$200,000.00) was established to cover project needs in terms of changes related to additional services required, unforeseen conditions, scope changes/adds and owner driven changes, the contingency total has been increased to \$250,000 based on available project funds acquired by under spending in other project budget categories. The contingency is part of the overall grant and established budget, not an additional cost burden from City funds. The contingency will be utilized to fund the Change Order Requests (COR) noted below as well as future COR's.

- Revised Contingency Total = \$250,000.00
- **Contingency Balance after Change #4 = \$22,971.00**

EXPLANATIONS

COR #34 - This change is related to the following: Additional paving costs related to correcting the existing elevations/grade to the new sidewalk along the North side of the building.

COR #35 - This change is related to the following: At the owner's request new flooring tiles (owner furnished) were installed in the newly developed computer alcove in the Fire Department.

COR #36 - This change is related to the following: At the owner's request new floor coverings and rubber base were installed in main building entry and lobby, included removal of the old materials as well. Additionally, these areas were repainted.

COR #37 - This change is related to the following: Waste disposal costs related to removal of all the existing ceiling tiles in the Fire & portions of the Police Department spaces to provide access for Electrical Code Compliance upgrades, Police & Fire Department staff performed the removal of the ceiling tiles.

COR #38 - This change is related to the following: Repairs to an existing leaking rain drain piping connection that required removal of the newly installed lap siding.

COR #39 - This change is related to the following: During the performance of the general contractors work with a rented scissor lift adjacent to the sectional Fire Apparatus Bay doors, one of the Fire Department staff accidentally opened the Fire Apparatus Bay door next to the scissor lift causing the scissor lift to tip over and fall on the concrete floor causing extension damage to the lift. It was determined to split the cost of the repairs to the scissor lift with the general contractor.

COR #40 - This change is related to the following: Per the County Electrical Inspector it was requested to bring the existing ceiling spaces above all the Fire & portions of the Police Department in code compliance related to unsupported low voltage wiring previously installed in the past years. This change also included furnishing and installing additional data cabling for the support of the 911 Dispatch Center and trouble-shooting electrical problems found in the Fire Department areas.

COR #41 - This change is related to the following: At the owner's request all of the spaces of the Fire Department not included in the contract scope were repainted including existing cabinets, this work also included repairing rotted walls in the Fire Department Restrooms and Janitor Closet, new water resistant wall covering were installed that required removal and re-installation of the plumbing fixtures. Additionally, costs were incurred for this work from the general contractor in consideration of providing management of the work due to the fact the general contractor had completed their contract work before this work was requested.

COR #42 - This change is related to the following: At the owner's request new floor coverings and rubber base were installed in six spaces in the Fire Department that were not included in the original contract scope of work, this included removal of the old materials as well.

COR #43 - This change is related to the following: As a result of the work identified in COR #40 new ceiling tiles were furnished and installed in all the Fire & portions of the Police Department. Additionally, costs were incurred for this work from the general contractor in consideration of providing management of the work due to the fact the general contractor had completed their contract work before this work was requested.

COR #44 - This change is related to the following: Additional electrical materials and labor unrelated to the original contract scope of work which includes: termination of additional data cabling in support of the 911 Dispatch Center; new exterior LED signage light at building entry; repairs to existing heater in SE storage space; additionally requested power and data receptacles; re-routing of existing TV cabling and re-installation of all the public address system ceiling mounted speakers, includes trouble-shooting existing speaker wiring.

COR #45 - This change is related to the following: Cost related to removal of Asbestos flooring tiles and adhesive prior to placement of new floor coverings in two spaces located in the Fire Department.

RECOMMENDATION

It is recommended that Council authorize Final Pay Adjustment #4 for the Public Safety Building Improvements Project. All costs associated with the pay adjustment are covered by grant funding.

By: 
Peter Curzon, Police Chief



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

February 6, 2013

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  PAUL BENOIT, CITY MANAGER

SUBJECT: 17TH STREET DOCK REPLACEMENT PROJECT – PAY ADJUSTMENT #3

BACKGROUND

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

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

At the October 15th, 2012 council meeting, City Council approved Pay Adjustment #1 which accounted for multiple credits to the project and added Additive Bid Item #2 - Replacement of the Floating Dock Piles. This resulted in an overall credit of \$23,297.00 and a revised contract amount of \$4,242,840.00. At the November 3rd, 2012 council meeting, City Council approved Pay Adjustment #2 which accounted for some additional credits and added utility costs resulting in a net contract increase of \$11,934.84 resulting in a remaining overall net budget credit (amount under original contract award amount) of \$11,362.16.

DISCUSSION/ANALYSIS

The current pay adjustment consists of miscellaneous additional utility work identified during construction and the addition of guardrail improvements (COP #011) as identified by the project design engineers. These improvements consist of additional gates and posts around the dock for safe access to the mooring cleats and adding guardrail to the east end of the dock (the pre-existing dock did not have guardrail at the east end). The additional gates and posts accounts for \$24,104.40 of the \$41,625.40 cost and the additional guardrail on the east end of the dock accounts for the remaining \$17,521.40. The additional gates and posts are mandatory and the additional guardrail is a highly recommended improvement that will provide additional public space on easterly 30 feet


of the dock for the multitude of public uses. The project as designed maintained the previous configuration that blocked off the east end of the dock for exclusive use by the Queen of the West when it was docked. With the new enhanced dock, staff believes that there will be great benefit in providing the additional public access. Please note that the City will only need to contribute 25 percent of the additional cost since the grant funds 75 percent.

With the needed changes in the amount of \$50,053.18 and the \$11,362.16 credit carried over from past pay adjustments, \$38,691.02 of the \$400,000.00 project contingency will be used. The will leave \$361,308.98 or 90% of the contingency in place.

COP (Change Order Proposal) #017 responds to the contractor's request for a 30 day extension to complete the work at no additional cost to the City. This is the result of a design issue with the main structure that presented a constructability issue for the Contractor. Other construction options were considered but were found to cost additional money and add similar time to the project. The Contractor proposed a solution that involves staging the concrete deck pours in a way that adds no cost to the project but requires more time due to sequencing. Staff and our construction manager believe that this is the appropriate solution to resolve this issue. With this time extension, completion is anticipated at the end of April. The City grant required completion date is July, 2013.

RECOMMENDATION

It is recommended that the Astoria City Council authorize Pay Adjustment #3 which will result in a contract increase of \$50,053.18.

Submitted By 
Ken P. Cook, Public Works Director

Prepared By JEFF HARRINGTON 
Jeff Harrington, City Engineer



Astoria
ENGINEERING
DIVISION

CHANGE ORDER #3

DATE: January 31, 2013
PROJECT: 17th St Dock Reconstruction Project
CONTRACTOR: Bergerson Construction

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

Legend: COP (Change Order Proposal)

Item	Description	Quantity	Unit Cost	Total Cost
COP #010	Add - Grounding Conductors	1 LS	\$2,142.45	\$2,142.45
COP #011	Add - Guardrail Changes	1 LS	\$41,625.40	\$41,625.40
COP #012	Deduct - Dry Fire Line Modifications	1 LS	(\$3,450.00)	(\$3,450.00)
COP #013	Add - Domestic Water Line Point of Connection	1 LS	\$1,187.95	\$1,187.95
COP #014	No Cost - Bronze Fire Connection Bases Substitution	1 LS	\$0.00	\$0.00
COP #015	Add - Public Works Piping Modifications	1 LS	\$6,744.18	\$6,744.18
COP #016	Add - Queen of the West Gangway Landing Revs	1 LS	\$1,803.20	\$1,803.20
COP #017	No Cost - Rebar Conflicts Stage 1 Pile Caps	1 LS	\$0.00	\$0.00
			Change Order Total =	\$50,053.18
			Previous Contract Amount =	\$4,254,477.84
			Revised Contract Amount =	\$4,304,531.02

This Change Order becomes part of and in conformance with the existing contract. The above changes warrant a forty-nine (49) calendar day time extension based on the additional work as noted within the following COP explanations. The contract completion duration is extended by fifty-eight (58) calendar days.

EXPLANATIONS:

COP #010 - This change is related to the following: Based on the necessity to furnish and install the required electrical grounding conductor that the Utility Company declined to furnish and install from the shore-based Utility transformer to the Utility section of the Electrical Switchgear on the dock.

COP #011 - This change is related to the following: Additional guardrail components and gates on the perimeter of the dock to further enhance the element of public safety. The contractor is requesting a time extension of five (5) calendar days for consideration of the additional time necessary to complete this work.

COP #012 - This change is related to the following: Design modifications to original Dry Fire Suppression Line system to provide enhanced clear access on the dock for emergency vehicles. The contractor is requesting a time extension of fourteen (14) calendar days for consideration of the time necessary to redesign, re-calculate the system, to revise and re-submit the plans for the permit review process.

COP #013 - This change is related to the following: Furnish and install additional piping and fittings to extend the domestic waterline to a newly revised point of connection furnished by the Public Works Department.

COP #014 - This change is related to the following: Approved substitution of the specified Bronze (material) Dry Fire Suppression Line System Bases to Stainless Steel material.

COP #015 - This change is related to the following: Furnish and install domestic waterline isolation valves and associated access lids thorough the utility trench lids as directed by the Public Works Department.

COP #016 - This change is related to the following: Revised designed construction modifications to accommodate the Queen of the West Tour Vessel's gangway access to the Northeast corner of the dock.

COP #017 - This change is related to the following: Conflicts associated with pilecap rebar interfering with lower precast concrete panels, requiring 1 additional Stage 1 pilecap concrete pour per each pilecap. While the contractor is not seeking additional monies for the added labor and equipment costs, they are however requesting a time extension of thirty (30) calendar days for the added time to complete this work.

CHANGE ORDER ACCEPTED BY:

City Engineer Date

Public Works Director Date

City Manager Date

Contractor Date