



AGENDA

ASTORIA CITY COUNCIL

WORK SESSION & REGULAR SESSION

March 16, 2015

*** 6:00 p.m. ***

2nd Floor Council Chambers
1095 Duane Street • Astoria OR 97103

6:00 P.M. WORK SESSION

1. CALL TO ORDER
2. ROLL CALL
3. DISCUSSION OF THE CSO PROGRAM AND ANTICIPATED SURCHARGE AMOUNTS
4. ADJOURNMENT TO REGULAR SESSION

7:00 P.M. REGULAR SESSION

5. REPORTS OF COUNCILORS
6. CHANGES TO AGENDA
7. PROCLAMATION
 - (a) Sexual Assault Awareness Month
8. 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 2/17/15
 - (b) City Council Work Session Minutes of 2/17/15
 - (c) Acceptance of Donation for Library (Library)
 - (d) Authorization to Light the Astoria Column a Teal Hue for the Month of April in Recognition of Sexual Assault Awareness Month (Parks)
9. REGULAR AGENDA ITEMS
 - (a) Consideration of Adoption of Resolution for Creation of Enterprise Zone within City Limits of Astoria (Community Development)
 - (b) Riverfront Vision Plan Update (Community Development)
 - (c) Approve Request to Trim Trees on City Property Adjacent to 255 W. Grand Avenue – Palmberg (Public Works)
 - (d) 16th Street CSO Separation – Authorization to Bid (Public Works)
 - (e) 16th Street CSO Separation Project – Authorize Contract Amendment with Gibbs & Olson for Archaeological Services (Public Works)
 - (f) Authorization to Award CSO Monitors Project (Public Works)
 - (g) 11th Street CSO Separation Project Closeout – Pay Adjustment #9 Final Reconciliation (Public Works)
 - (h) City Council Rules (Council)

10. **NEW BUSINESS & MISCELLANEOUS, PUBLIC COMMENTS (NON-AGENDA)**
11. **EXECUTIVE SESSION**
 - (a) ORS 192.660(2)(h) – Legal Counsel

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



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

March 12, 2015

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: ASTORIA CITY COUNCIL MEETING OF MARCH 16, 2015

6:00 P.M. WORK SESSION

Item 3: Discussion of the CSO Program and Anticipated Surcharge Amounts (Public Works)

In January 1993 the City of Astoria executed a Stipulation and Final Order (SFO) with the Oregon Department of Environmental Quality (DEQ). Since that time, the City has taken substantial positive steps toward significantly reducing combined sewer overflows (CSO) into the Columbia River and Youngs River. The Council work session will include a brief history of the CSO Program, completed and future projects, monitoring, modeling, and finances. The goal of the work session will be to provide the Council with history, current status and future direction of the CSO Program.

7:00 P.M. REGULAR SESSION

PROCLAMATIONS

Item 7(a): Sexual Assault Awareness Month

The Mayor will proclaim April 2015 as Sexual Assault Awareness Month.

CONSENT CALENDAR

Item 8(a): City Council Minutes

The minutes of the City Council meeting of February 17, 2015 are enclosed for review. Unless there are any corrections, it is recommended that Council approve these minutes.

Item 8(b): City Council Work Session Minutes

The minutes of the City Council Work Session meeting of February 2, 2015 are enclosed for review. Unless there are any corrections, it is recommended that Council approve these minutes.

Item 8(c): Acceptance of Donation for Library (Library)

The Astoria Public Library is in receipt of a bequest in the amount of \$10,000 from the S. C. von Reibold Trust. These funds have been designated to “buy books duly selected by its Board or designated employees thereof”. Susanna von Reibold passed away in Florida in 2014. Before her permanent move to Florida, she was a regular user of the Astoria Library in the summer months. “Goin’ to the Library”, the mural painted by Dorothy Danielson located at the Exchange Street entrance to the Library, was a gift from Susanna von Reibold. It is recommended that Council accept the \$10,000 bequest.

Item 8(d) Authorization to Light the Astoria Column a Teal Hue for the Month of April in Recognition of Sexual Assault Awareness Month (Parks)

In partnership with the Domestic Violence Council, the Harbor, and the Friends of the Astoria Column, the Parks and Recreation Department is requesting permission to change the lighting color on the Astoria Column to a teal hue for the month of April 2015 in recognition of Sexual Assault Awareness Month. It is recommended that City Council authorize the change in lighting at the Astoria Column to a teal hue for the month of April 2015 in recognition of Sexual Assault Awareness Month.

REGULAR AGENDA ITEMS

Item 9(a): Consideration of Adoption of Resolution for Creation of Enterprise Zone within City Limits of Astoria (Community Development)

At the March 2, 2015 City Council meeting, the topic of the creation of an Enterprise Zone within the Astoria city limits was discussed. City Council was not able to consider a resolution establishing an Enterprise Zone since seven days had not passed since a required meeting of all taxing entities. City Council discussed the Enterprise Zone concept at their last meeting and consideration of a resolution has been scheduled for the March 16, 2015 Council meeting. The Oregon Enterprise Zone Act, ORS 285C.045-250, authorizes the designation of Enterprise Zones and provides that property tax abatements and job creation are desirable to stimulate economic development in economically depressed areas. The Enterprise Zone (“E-Zone”) program allows for industrial and other qualifying firms making substantial capital investments an exemption of 100 percent of real property taxes attributable to the new investment(s) for up to a five-year period.

Recently, the City of Astoria, Clatsop County, the City of Warrenton, and the Port of Astoria have been discussing a mutual application for designation of an Enterprise Zone within their respective jurisdictions in order to encourage new business investment, job creation, higher incomes for local residents, and greater diversity of economic activity. Clatsop County, the City of Warrenton, and the Port of Astoria have all passed resolutions supporting the creation of an Enterprise Zone.

The proposed Enterprise Zone has a total area of approximately 4,672.92 acres or 7.30 square miles (encompassing all proposed jurisdictional areas), and meets other statutory limitations on size and configuration. The area within the City of Astoria proposed for inclusion is 1,388.34 acres or 2.17 square miles and is shown in the attached map. A draft resolution supporting the application is attached to this memorandum. It should be noted that the area proposed for the Enterprise Zone has increased from the figures provided in the prior Council memo. The County Surveyor suggested inclusion of full lots rather than portions of lots which had both dry land and submerged lands. A map illustrating the map changes in Astoria is also attached to this memo.

The City of Astoria will be considering a resolution which would only support the creation of an Enterprise Zone within its' City limits. Should the Astoria City Council not adopt the draft Resolution, creation of the Enterprise Zone within the jurisdictions of unincorporated Clatsop County and City of Warrenton would continue. It should be noted there are portions of the proposed Enterprise Zone located within the City of Astoria that encumber Port of Astoria lands (in addition to properties not in the Port). In order for Port properties located in the City of Astoria to be included within the proposed Enterprise Zone, the City of Astoria would need to adopt a supporting resolution.

As noted earlier, an Enterprise Zone allows for industrial and other qualifying firms making substantial investments an exemption on property taxes attributable to those investments. One of the other qualifying types of developments could be hotels, motels, and destination resorts. Within the draft resolution, these types of developments are proposed to be included.

The draft resolution also includes a provision that Clatsop Economic Development Resources (CEDR) be appointed as the Enterprise Zone manager. CEDR represents all of Clatsop County and the City of Astoria is a member. If approved by the Council, an application will be submitted to Business Oregon as outlined in the resolution. Should the Astoria City Council wish to establish an Enterprise Zone within the Astoria city limits, it is recommended that Council adopt the attached resolution.

Item 9(b): Riverfront Vision Plan Update (Community Development)

Matt Hastie from Angelo Planning Group will present draft Code amendments for the Bridge Vista Area of the Riverfront Vision Plan, as developed by the Astoria Planning Commission. A public hearing before the Planning Commission is scheduled for April 7, 2015.

Item 9(c): Approve Request to Trim Trees on City Property Adjacent to 255 W. Grand Avenue – Palmberg (Public Works)

Jason Palmberg, owner of the property at 255 W Grand Avenue, has submitted an application to trim trees on City property. The City-owned property is to the north of the Palmberg property and includes Tax Lot 10700; Map 80907CD. Mr.

Palmberg has obtained all signatures of adjoining property owners. The trees to be trimmed are spruce and hemlock and appear to have been trimmed in the past. The applicant will be hiring a certified arborist to do the trimming

Should the City Council agree to approve this request, staff recommends the following conditions:

- 1) Applicant shall employ any erosion control measures required to stabilize all disturbed areas and assure that new growth is fully established.
- 2) Tree height reduction shall be no more than 25%.

It is recommended that the request to trim trees on City property be approved.

Item 9(d): 16th Street CSO Separation – Authorization to Bid (Public Works)

The upcoming 16th Street Combined Sewer Overflow (CSO) Separation Project primarily consists of the installation of new stormwater pipe within the existing roadway infrastructure in established City rights-of-way. It will include replacing existing water and sewer pipe where construction of the new storm pipe compromises the integrity of the existing infrastructure. Most of the intersections will be rebuilt and many of the intersection ramps will be reconstructed within the project area.

Gibbs & Olson have completed the bid documents for this project. The Engineer's construction estimate (including a 10% contingency) is \$5,769,568. City staff is working with Business Oregon Infrastructure Finance Authority (IFA) on a loan amendment to increase to the original loan amount \$5,683,000 to approximately \$6,942,668. The loan amendment amount will be finalized and processed after bids are received and will be presented to Council for approval in conjunction with the construction contract award in May.

Construction is expected to begin in mid-May. A public open house will be held on Thursday, March 19, 2015 from 5:00 p.m. to 7:00 p.m. at Clatsop Community College, Columbia Hall, Room 219. In addition, there is a project webpage on the City website where people can sign up to receive project update by email. It is recommended that Council authorize staff to solicit bids for the 16th Street CSO Separation project.

Item 9(e): 16th Street CSO Separation Project – Authorize Contract Amendment with Gibbs & Olson for Archaeological Services (Public Works)

As part of the design of the Upcoming 16th Street Combined Sewer Overflow (CSO) Separation Project engineering contract, Gibbs & Olson hired Historical Research Associates (HRA) as a sub-consultant to manage the historic and archaeological aspect of the project. HRA conducted background research and coordinated with the State Historic Preservation Office (SHPO) to better understand the high probability locations for archaeological resources. This

information was used to establish construction protocols that are being finalized based on SHPO review and will be a part of the construction contract documents to reduce delays associated with encountering unknown artifacts. Archaeological monitoring was performed by HRA at which time several historic materials were discovered and documented following the protocols and direction of the State Historic Preservation Office (SHPO).

Based on the research, SHPO is recommending that HRA (on behalf of the City) prepare and submit a permit application that is comprehensive for the entire project on what may be encountered or uncovered during construction. This permit is anticipated to cover the majority of what could be discovered. SHPO does not typically allow this strategy and will typically require a permit each time something significant is uncovered. Fortunately, a blanket permit will allow the Contractor to keep working with significant reduction in delays if an artifact is uncovered.

The effort and cost for preparing this permit application was not anticipated prior to construction because this approach is atypical. Gibbs & Olson is requesting a contract amendment in the amount of \$8,860.00 for the work to prepare and submit the permit to SHPO. The permit application must be submitted to SHPO in March so that the final permit can be issued prior to start of construction in May. It is recommended that Council execute a contract amendment with Gibbs & Olson for a total not to exceed amount of \$8,860.00 for archaeological services for the 16th Street CSO Separation Project.

Item 9(f): Authorization to Award CSO Monitors Project (Public Works)

In November 2014, Council authorized staff to solicit proposals for the purchase and installation of monitors in the CSO diversion structures. Four proposals were submitted for this project from ADS Environmental Services (ADS); HACH Company (HACH); Terra Hydr, Inc., representing Telog; and Terra Hydr, Inc., representing Isco.

The solicitation for proposals on this project established the following selection criteria which were considered with the designated weight:

- Suitability, reliability and user-friendliness of proposed monitoring equipment (includes duration of battery life) (50%)
- Estimated cost (30%)
- Project personnel and reference results (15%)
- Installation timeline (5%)

On the basis of the submitted information, it was determined that ADS and HACH were the most responsive proposals. City staff invited these two firms to participate in a 30-day demonstration period where each firm installed their monitoring equipment in two diversion structures. ADS scored highest on the demonstration evaluation, so a scope and fee has been negotiated for a total not to exceed cost of \$329,408. A phased installation approach is being

recommended since only \$200,000 was budgeted for the work in this fiscal year. Funds are available in the Public Works Improvement Fund for the first phase of this project. It is recommended that Council execute a contract with ADS Environmental Services for a total not to exceed \$199,414.00 for procurement and installation of CSO monitoring equipment.

Item 9(g): 11th Street CSO Separation Project Closeout – Pay Adjustment #9 Final Reconciliation (Public Works)

On March 13, 2013, Council awarded a construction contract to Tapani, Inc., for the construction of the 11th Street CSO Separation Project. Tapani has completed the final punch list items. All work associated with the project is now complete and project closeout documents are being processed. A final pay adjustment is required to reconcile the bid item quantities from estimated quantities to actual quantities.

The final reconciliation pay adjustment is \$31,390.48. To date, inclusive of the final adjustment requested, change orders amount to 12% of the total construction project cost. This is below the Council approved 15% contingency on this project. Total project cost including permits, engineering, construction and construction inspection and management is \$7,345,532; \$628,158 less than the budgeted amount. It is recommended that Council approve the pay adjustment for the 11th Street CSO Separation Project to reconcile bid item quantities in the amount of \$31,390.48.

Item 9(h): City Council Rules (Council)

The Council will discuss City Council rules following the last work session on this matter. Mayor LaMear has also requested further discussion regarding time limits. Additional materials regarding this agenda item will be distributed in advance of the Council meeting.

EXECUTIVE SESSION

Item 11(a): ORS 192.660(2)(h) – Legal Counsel

The City Council will recess to executive session to consult with counsel concerning legal rights and duties regarding current litigation or litigation like to be filed.



March 9, 2015

MEMORANDUM

TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: **CSO PROGRAM – WORK SESSION**

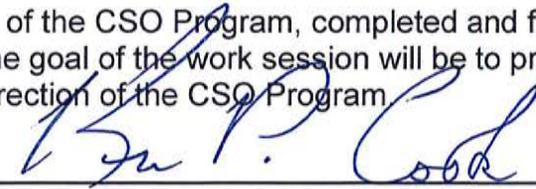
DISCUSSION/ANALYSIS

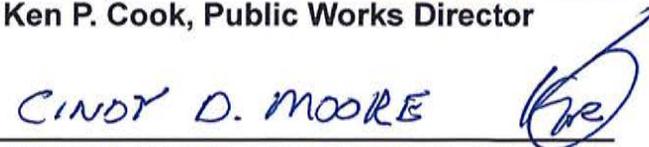
In January 1993 the City of Astoria executed a Stipulation and Final Order (SFO) with the Oregon Department of Environmental Quality (DEQ). Since that time, the City has taken substantial, positive steps towards significantly reducing combined sewer overflows (CSO) into the Columbia River and Youngs River.

The SFO has been amended a number of times since 1993 with the most recent amendment being signed in November 2010. As stipulated in the 2010 Amended Stipulation and Final Order (ASFO), the City is required to control outfalls by a certain date with control of all outfalls by December 1, 2022. In January 2015, Council authorized staff to request an administrative amendment to the ASFO from DEQ to adjust the CSO Program completion deadline. The City received a letter from DEQ dated February 19, 2015 (attached) granting the City’s request and amending the ASFO to require control of outfalls according to the following new schedule:

Completed	Phase	ASFO Completion Deadline	Number of Outfalls Controlled
✓	1	Dec 1, 2006	9 outfalls
✓	2	Dec 1, 2007	9 outfalls
✓	3	Dec 1, 2013	6 outfalls
	4	Dec 1, 2016	5 outfalls
	5	Dec 1, 2028	9 outfalls
		TOTAL	38 outfalls

The Council work session will include a brief history of the CSO Program, completed and future projects, monitoring and modeling, and finances. The goal of the work session will be to provide the Council with history, current status and future direction of the CSO Program.

Submitted By: 
Ken P. Cook, Public Works Director

Prepared By: 
Cindy D. Moore, City Support Engineer



Oregon

Kate Brown, Governor

Department of Environmental Quality

Northwest Region
2020 SW 4th Ave, Suite 400
Portland, OR 97201
(503) 229-5263
FAX (503) 229-6945
TTY 711

RECEIVED

FEB 26 2015

February 19, 2015

Ken Cook, Public Works Director
Astoria Public Works
1095 Duane Street
Astoria Or 97103

Public Works Administration

RE: WQ - Astoria
ASFO CSO Outfall Control Schedule Modifications
File No. 3924
Clatsop County

Dear Mr. Cook:

The City of Astoria (City) and Oregon Department of Environmental Quality (DEQ) together signed Amended Stipulation and Final Order WQMW-NWR-92-247 (ASFO) in 2010. The ASFO requires that a number of combined sewer overflow (CSO) outfalls be controlled in phases by certain dates. In 2003, eight CSO outfalls were controlled in accordance with the ASFO; in 2007, eleven more. In 2013, seven more were controlled. This was to be followed by ten more in 2016. By the ASFO, all CSO outfalls are to be controlled by 2022.

The City has largely kept to this timeline, but it is experiencing more difficulty as more information on the practical aspects of controlling the remaining outfalls is revealed. Some redistribution of the outfall completion order has already occurred as a result.

The City is in final design for the 16th Street CSO Separation Project, which will control 5 of the remaining 14 outfalls. The project is on track for completion by the end of the year 2016.

The City is requesting to extend the timetable for the control the remaining 9 CSO outfalls for the following reasons:

- The easiest and simplest outfalls to control were tackled first and a majority of the annual CSO volume has been removed. Each subsequent project now is more complex and more expensive per volume CSO removed.
- The remaining outfalls' control will likely be divided into 3 separate, large projects, with each subsequent project design depending on the prior projects' success, including the 16th Street project.
- Each design, construction, and further data collection cycle could take up to 4 years.
- The remaining outfalls are the least well-known. Time to adequately study them is needed. Data collection should include at least one winter season.
- There is an unexpected need to purchase new monitoring equipment due to the phone company discontinuing 2G cell phone service in the area, adding costs and time to project data collection.

- The City has aging infrastructure that needs attention, and manpower at the city is already stretched thin. An extended timetable will spread the workload out over a greater time.
- Allowing proper time to analyze data and examine possible solutions will result in better functioning and more economical solutions.

The number of CSO outfalls listed in the ASFO corresponds to groups of CSO outfalls described in the Astoria CSO Facility Plan. The groups were organized by location and the perceived ease of addressing them as a group. The groupings were also designed as a stepped plan to address all CSO outfalls over a twenty-year period, essentially as milestones in a path forward, and a desired timeline.

DEQ recognizes that the City has been making sustained and concrete progress in addressing the ASFO. DEQ accepts the reasoning behind the request, and grants the request. Five CSO outfalls in Phase 4 will be addressed by the end of the year 2016, and the remaining nine will be completed by the end of 2028.

If there are questions regarding this letter, please call me at (503) 229-5219.

Respectfully,



Tiffany Yelton-Bram
NWR-DEQ Source Control Manager
Northwest Regional Water Quality

cc: Cindy Moore, City of Astoria, 1095 Duane Street, Astoria, OR 97103
Michael Pinney NWR-DEQ CSO
Debora Nesbit DEQ-OCE



CITY OF ASTORIA
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PROCLAMATION

WHEREAS, Sexual Assault Awareness Month is intended to draw attention to the fact that sexual violence is widespread and impacts every community member; and

WHEREAS, rape, sexual assault, and sexual harassment impact our community as seen by statistics indicating that one in five women and one in 71 men will be raped at some point in their lives; and

WHEREAS, child sexual abuse prevention must be a priority to confront the reality that one in six boys and one in four girls will experience a sexual assault before the age 18; and

WHEREAS, young people experience heightened rates of sexual violence, and youth ages 12-17 were 2.5 times as likely to be victims of rape or sexual assault; and

WHEREAS, we must work together to educate our community about sexual violence prevention, supporting survivors, and speaking out against harmful attitudes and actions; and

WHEREAS, with leadership, dedication, and encouragement, there is evidence that we can be successful in preventing sexual violence in our community through increased education, awareness, and community involvement; and

WHEREAS, the City of Astoria strongly supports the efforts of national, state, and local partners, and of every citizen, to actively engage in public and private efforts to prevent sexual violence. It's time for all of us to start conversations, take appropriate action and support one another to create a safer environment for all.

NOW, THEREFORE, I, Arline LaMear, Mayor of Astoria, do hereby proclaim April as

SEXUAL ASSAULT AWARENESS MONTH

and ask all citizens to join advocates and communities across the country in playing an active role to prevent sexual violence.

IN WITNESS WHEREOF, I have herewith set my hand and caused the Seal of the City of Astoria to be affixed this 16th day of March, 2015.



Mayor

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

Councilors Present: Nemlowill, Herzig, Warr, Price, Mayor LaMear

Councilors Excused: None

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

REPORTS OF COUNCILORS:

Item 3(a): Councilor Nemlowill reported she had been meeting with department heads and touring the city. The Public Works Department is a vast and critical system and she has a new appreciation for turning on her faucet. She attended the meeting of the Lower Columbia Tourism Commission, which does a great job of marketing the area. She toured the library and noted Director Tucker did a great job. The Fire Department has great visibility in the community by going to schools to teach children about fire prevention and safety and participating in the Columbia Memorial Hospital Health Fair. She thanked the Department and Chief Ames for their hard work. Astoria was very busy over the weekend. Astoria has a real niche; no other coastal community is so busy in February. Local entrepreneurs, artists, brewers, and restaurateurs were all very busy over the weekend, which is for the good economic development for the community.

Item 3(b): Councilor Herzig reported that he met with Matt Tennis with the Department of Fish and Wildlife because the City has received many emails expressing concerns about sea lions. Mr. Tennis directs the marine mammal department and Councilor Herzig arranged to be present at the next catch and release event to study the sea lions, which are tagged and blood tested by veterinarians. Senator Suzanne Bonamici was in Astoria last week. He met with the Senator and representatives from Clatsop Community Action to discuss issues including the serious lack of rental housing, which affects the Coast Guard and everyone else in the county. He spoke with Don Lee with Coast Guard housing, who said it is becoming difficult for Coast Guard families to find a place to rent. Senator Bonamici visited the warming center and said she would see if there were any federal funds that could help the center. Clatsop Community Action is applying for a small grant that they may be able to share with the warming center. He and several others, including Senator Bonamici, attended the Tongue Point 50th Anniversary event. It was great to see the enthusiasm of the young people who are turning their lives around and doing great things. Community service done by Tongue Point students often goes unrecognized and they do an incredible amount of work in the community. On Sunday, February 22nd, Scott Tucker from the National Parks Service, Fort Lewis and Clark Park, will give a Lower Columbia Diversity Project (LCDP) presentation about the next generation of storytellers. For 2016, the National Parks Services' mission is to reflect the changing demographics of the country by changing their stories to say the stories of all people can be told. Part of the presentation will include the story of York, an African American slave who came to Astoria with Lewis and Clark as a member of the Corps of Discovery. The presentation will be a 2:00 pm at the Judge Boyington Building.

Item 3(c): Councilor Warr reported he met with staff and Skip Hauke from the Chamber of Commerce last week to discuss traffic issues at the Goonies house. Over the last few years, the issues have worsened and local residents are suffering. He thanked Director Cook and Mr. Hauke, who are coming up with some wonderful solutions that will alleviate many of the problems. He believed the neighborhood would be better than it has been in the past. He recollected about a town meeting a few months ago in Uppertown to discuss a dog park. In the two or three days after the meeting, he received many phone calls, which led him to side with his constituents who believed the dog park was a bad idea. He spoke with Director Cosby about the dog park and she agreed the issue would not move forward. However, the new Parks Board wants to consider the dog park. If a proposal for a dog park is presented to City Council, he planned to vote against it. He was sure that other Councilors would vote against it as well. He believed discussion of a dog park should be off the table, but agreed the Parks Board should consider it.

Item 3(d): Councilor Price agreed that the dog park was a bad idea and would not vote for it because residents in the neighborhood did not want it. She noted that previously when making some critical comments as a way of posing questions about the possibility of an enterprise zone, she had not had time to thoroughly research the concept and what she had seen had not impressed her. In addition to attending tours with Councilor Nemlowill, she contacted Kevin Leahy from Clatsop Economic Development Resources (CEDR) and the Small Business Development Center at Clatsop Community College to get more information. She now has a much more positive assessment of enterprise zones and looks forward to learning more at the meeting on February 24th at 6:00 pm at the Judge Boyington Building, where Mr. Leahy and others will give a public presentation about enterprise zones. She learned from Mr. Leahy that municipalities have the ability to arrange the zones in a way that will only affect businesses it is trying to attract and there is a lot of flexibility. This is what led her to have a more positive opinion about enterprise zones. An enterprise zone might be very helpful and a good tool for Astoria. She noted the last day to apply for arts and culture grants from the City is February 27, 2015. A link to the application can be found on the City's home page of their website. City Hall Day at the State Capital in Salem is February 26th. She was unsure if she would attend, but believed it was important for City Council to have good relationships with State representatives. If she could not attend, she would visit the Capital another time.

Item 3(e): Mayor LaMear reported she attended Tongue Point's 50th Anniversary event. Many people at the event said they would rather speak to Tongue Point students than to a high school class because the Tongue Point students are so respectful and are there to learn. The students, some of whom come from rough backgrounds, are remarkable and contribute a lot to our community. She knew very little about enterprise zones, so she also visited Mr. Leahy and now feels like she has a better understanding of them. It appears as if an enterprise zone would be a good addition to Astoria's quest for economic development.

CHANGES TO AGENDA:

Mayor LaMear requested the addition of Regular Agenda Item 7(e): Revitalize Astoria – A Letter of Support. The agenda was approved with changes.

PRESENTATIONS:

Item 5(a): Astoria High School – Walldorf, Germany Exchange Students

Mayor LaMear introduced Herbert Ebeling from Walldorf, Germany.

Mr. Ebeling said he attended because the student presentation was important. His first visit to Astoria was in 1984, when the student exchange program began. Thirty years later, the program continues between Walldorf and Astoria. Walldorf has two other Sister Cities, Walldorf, Maryland, and Freeport, New York. However, the Sister City relationship with Astoria has remained the most active.

Mr. Holiday, Wyatt Holiday's father, said he was representing Jim Pierce, who was unable to attend. The student exchange program was a very important program that allows students to see the world and make connections. It is important for students to create friendships outside of the country and open their eyes to other cultures.

Wyatt Holiday, Astoria High School student, said he learned a lot about German culture from hosting an exchange student. He was excited to go on the field trip to Walldorf because he had never been outside of Oregon. He was also excited to see another culture, learn a new language, and go to school in Walldorf. To prepare for the trip, he has been asking students from Walldorf about what to expect. He was working and fundraising to earn money for the trip. He announced there would be a carwash fundraiser on February 28th at Astoria Ford.

Victoria Holcom, Astoria High School student, said she was also going to Walldorf. The trip is not only fun, but is also an educational experience. Students will learn about German culture, history, and daily life. They will learn the history of both Germany and England, as well as how Astoria and Walldorf became sister cities. This trip is beneficial to Astoria because the students will keep the international sister city relationship active. When she first joined the exchange student program, she hosted a student from Germany. She was not excited about the program at first, but after hosting a student for one week, she and her guest had become like sisters and still

keep in contact. The trip will cost \$2,700 per student and the students are seeking financial assistance. The students started fundraising in November with carwashes, resales, and other fundraising opportunities. She hoped the carwash on February 28th would be a great success.

Mayor LaMear said the students would have a wonderful time as she and others did when they visited Walldorf. People in Walldorf were very hospitable and gracious. It was the trip of a lifetime and she encouraged the students to enjoy every minute of their trip.

CONSENT CALENDAR:

The following items were presented on the Consent Calendar:

- 6(a) City Council Minutes of 1/20/15
- 6(b) Salary Resolution Establishing a Basic Compensation Plan Wage Adjustment for IAFF Local 696 (Firefighters) Bargaining Unit and Step/Range Increases for Deputy Fire and Fire Chief Positions (City Manager)
- 6(c) **Grant Opportunity – Oregon Impact (Police)**

Councilor Herzig requested Item 6(c): Grant Opportunity – Oregon Impact be removed for further discussion.

City Council Action: Motion made by Councilor Warr, seconded by Councilor Nemlowill, to approve Items 6(a) and (b) of the Consent Calendar. Motion carried unanimously. Ayes: Councilors Price, Warr, Herzig, Nemlowill, and Mayor LaMear; Nays: None.

Item 6(c): Grant Opportunity – Oregon Impact (Police)

Councilor Herzig said this grant opportunity would help the Police Department conduct overtime enforcement activities related to pedestrian safety. Activities would include enforcement at marked crosswalks in non-incident weather. He confirmed with Chief Johnston that this would involve a police officer acting as a pedestrian to see if drivers stop legally. He believed the City should make a big deal of each time the City and police do something about pedestrian safety because the public always wants to know what the City is doing about the issue. The last time the Police Department conducted pedestrian safety enforcement, he received mixed messages about whether there was a notice published in the *Daily Astorian*. Announcing the enforcement puts drivers on their best behavior, which is a benefit. He wanted someone from the *Daily Astorian* to participate and write a story to spread the word about the enforcement.

Chief Johnston added reporters have participated in the crosswalk enforcements. The Police Department also posts live updates on Twitter and Facebook about where they are located and what they are doing during the enforcement events.

Councilor Herzig explained officers do not jump out in front of parked cars to give drivers tickets. The Police Department uses very careful metrics for stopping distance and visibility so that the situation is weighted in favor of the driver. He wanted to make sure people were aware that the City is doing things to ensure pedestrians are safe in Astoria.

City Council Action: Motion made by Councilor Herzig, seconded by Councilor Price, to approve Item 6(c) of the Consent Calendar. Motion carried unanimously. Ayes: Councilors Price, Warr, Herzig, Nemlowill, and Mayor LaMear; Nays: None.

REGULAR AGENDA ITEMS

Item 7(a): License to Occupy – 18th Street Right-of-Way – Myers (Public Works)

Thomas and Merianne Myers have applied for a License to Occupy a portion of the 18th Street right-of-way adjacent to their property located at 577 18th Street. The Myers would like to construct a fence and maintain a vegetable garden in this portion of the 18th Street right-of-way. The Development Review Committee has reviewed the Myers' request. The committee recommends a License to Occupy be approved with a condition that the fence height meets vision requirements stipulated in Astoria Ordinance No.14-04. City Attorney Blair

Henningsgaard has approved as to form the attached License Agreement. It is recommended that the Astoria City Council approve a License to Occupy a portion of the 18th Street right-of-way.

City Manager Estes explained that the fence must be no taller than 30 inches to maintain vision clearance, which allows a clear line of sight for cars entering and exiting driveways.

Councilor Herzig asked if deer netting could be installed higher than 30 inches. The netting was very thin and almost invisible, so it would not affect visibility. He also noted that the Applicants last name was spelled one way in the staff report and another way on the license application. City Manager Estes said that if deer netting were defined as a type of fence, it would need to comply with the 30-inch height limit. However, staff would look into this to see if deer netting could be accommodated and the Applicants last name would be corrected.

City Council Action: Motion made by Councilor Herzig, seconded by Councilor Nemlowill, to approve the License to Occupy a portion of the 18th Street right-of-way and License Agreement for Thomas and Merianne Myers. Motion carried unanimously. Ayes: Councilors Price, Warr, Herzig, Nemlowill, and Mayor LaMear; Nays: None.

Item 7(b): Ordinance Amending Astoria City Code Sections 8.825 through 8.885 Pertaining to Merchant Policemen, Watchmen, and Guards (2nd Reading and Adoption) (Police)

This ordinance received its first reading at the February 2, 2015 City Council meeting. The Police Department proposes changes to the Astoria City Code regulating Security Guards. The State was given regulatory authority over security guards many years ago, creating a much more robust regulation of Security Guards. The current Code is a duplication that refers to sections of the Code, which have been previously repealed. This amendment would bring the City Code into alignment with State law. An ordinance implementing the amendments is included for Council's review. It is recommended that Council conduct the second reading and adopt this ordinance.

City Manager Estes said these amendments would eliminate duplications between State statutes and City codes.

City Council Action: Motion made by Councilor Herzig, seconded by Councilor Warr to conduct the second reading of the Ordinance amending Astoria City Code Sections 8.825 through 8.885. Motion carried unanimously. Ayes: Councilors Price, Warr, Herzig, Nemlowill, and Mayor LaMear; Nays: None.

Director Cook conducted the second reading.

City Council Action: Motion made by Councilor Warr, seconded by Councilor Nemlowill to adopt the Ordinance amending Astoria City Code Sections 8.825 through 8.885. Motion carried unanimously. Ayes: Councilors Price, Warr, Herzig, Nemlowill, and Mayor LaMear; Nays: None.

Item 7(c): Franklin Avenue Sewer Replacement Project – Columbia Lutheran Charities (Columbia Memorial Hospital) Easement (Public Works)

The Franklin Avenue Sewer Replacement Project has been completed. A section of the new combined sewer pipe crosses a portion of property owned by Columbia Lutheran Charities (Columbia Memorial Hospital). The replaced pipe was also located in this area but a recorded easement could not be found. City staff worked with representatives from Columbia Memorial Hospital to prepare a new utility easement. The easement formally documents the presence of the combined sewer line on their property. The document has been reviewed by the City Attorney and was approved by Columbia Lutheran Charities at their February 5, 2015 Board Meeting. There is no monetary exchange associated with the easement. It is recommended that Council approve the easement from Columbia Lutheran Charities (Columbia Memorial Hospital) for the combined sewer line that crosses a portion of their property.

City Council Action: Motion made by Councilor Warr, seconded by Councilor Price to approve the easement from Columbia Lutheran Charities (Columbia Memorial Hospital) for the combined sewer line that crosses a portion of their property. Motion carried unanimously. Ayes: Councilors Price, Warr, Herzig, Nemlowill, and Mayor LaMear; Nays: None.

Item 7(d): City Council Draft Goals for Fiscal Year 2015-2016

The City Council held a work session on January 23, 2015 to set goals for Fiscal Year 2015-2016. From that work session, a list of Council goals was drafted. These draft goals are included in the agenda packet for further discussion and consideration.

City Manager Estes explained that language implementing two goals has not yet been determined. Language for the library goal will be discussed in the work session following this meeting. No action by City Council was requested, as this was simply a public presentation of the goals.

Item 7(e): Revitalize Astoria – A Letter of Support

This item was added to the Agenda during Item 4: Changes to the Agenda.

City Manager Estes said Restore Oregon, a historic preservation advocacy group, has requested City Council's support of the creation of the Revitalize Main Street Act, which is Oregon Senate Bill (OSB) 565. The bill would create a historic rehabilitation fund that would provide financial assistance for the certified rehabilitation of commercial buildings. Funds could not be used for single-family residential buildings, only income producing structures like stores, hotels, apartment buildings, and mills. The fund would generate revenue through state income tax credits at a capped amount of \$12 million per year. Restore Oregon would like Astoria to forward a letter of support to the State Legislature.

Mayor LaMear clarified that Astoria was asked to submit either a letter or a resolution in support of the Revitalize Main Street Act. A copy of a letter of support was included in the agenda packet. Thirty-five states have passed the Revitalize Main Street Act and she believed it would provide opportunities to people who were interested in restoring historic structures. The funds would result in four times more buildings getting restored statewide than without the state incentive, 1,369 jobs per year generating income of \$25.5 million, a \$2.3 million net increase in property taxes per year to pay for schools and services, \$13.3 million new federal historic tax credit dollars invested in Oregon each year, and a \$35.8 million net annual increase in direct development spending. She did not believe this would result in a tax increase, but would be a good tool to renew and renovate the downtown. She wanted to send the letter of support to the State Legislature.

Councilor Price asked which buildings in Astoria would qualify for the funds, noting that buildings must be on the National Register of Historic Places. City Manager Estes said buildings within the Downtown Historic District and independently registered properties throughout the city would qualify.

Councilor Nemlowill said she would abstain from voting because she had not read the letter. She was not against the letter, but was not ready to vote at that time.

City Council Action: Motion made by Councilor Herzig, seconded by Councilor Price to support the Revitalize Main Street Act, OSB 565, and authorize the Mayor to sign the letter of support. Motion carried 4-0-1. Ayes: Councilors Price, Warr, Herzig, and Mayor LaMear; Nays: None. Abstentions: Councilor Nemlowill.

Councilor Herzig understood why Councilor Nemlowill wanted more time to study the bill. The State Legislature has a very abbreviated session and bills are being considered quickly.

NEW BUSINESS & MISCELLANEOUS, PUBLIC COMMENTS

Kerri Ullfers, 200 Nehalem Avenue, Apt. 18, Astoria, said she wanted answers and justice regarding an incident that involved the Astoria Police Department, Oregon State Police, and City Manager Estes. She described the details of the event as follows: On October 10, 2014, her friend Melissa White was hit in a crosswalk by an Oregon State Police Officer in his patrol vehicle, a sport utility vehicle (SUV). Melissa was well into the crosswalk when she realized the officer was not stopping, so she put up her left hand to indicate the officer needed to stop. However, it was too late. According to Melissa, the officer got out of his vehicle and told her to get off the road because they were blocking traffic. The officer helped Melissa get to the side of the road. It is common knowledge that an injured person should not be moved until an ambulance arrives. The officer had no way of knowing how badly Melissa was hurt, whether she had hit her head, or broke her back. However, he moved her to the curb anyway. Evidently, traffic was more important than Melissa's injuries. Melissa's left arm was severely

broken, her pancreas and kidneys were bruised, causing her to become diabetic and in need of daily insulin injections. Melissa also complains of back pain, which she did not have before the accident. The emotional damage is likely worse than the physical damage. Melissa takes the bus and walks a lot through town. When Melissa must cross a street, she experiences major panic attacks and is terrified when she sees a police vehicle. She was grateful that Melissa did not have her 10-year old son with her at the time of the accident, as he could have been severely or fatally injured by an SUV. Melissa's son was raised to respect and trust police. However, he now says, 'The police hurt my mommy.' The boy is now afraid of the police as well, which could be the saddest part of this situation. The swelling on Melissa's broken arm and wrist was so bad that she had to wait a week before she could have surgery to implant a metal plate and some screws. During this week, bones were sticking out of Melissa's arm and she was in excruciating pain. Since the surgery, Melissa has undergone intense physical therapy and still does not have the use of three of her fingers. In time, Melissa should completely recover, but this will take quite a while. Melissa is left handed, so her injuries have incapacitated her and prevent her from completing the smallest tasks. Police Chief Johnston gave State Police Officer O'Conner special treatment as a fellow officer and cited him with the lowest citation possible, failure to yield to a pedestrian. Officer O'Conner was allowed to call in a plea of no contest to municipal court and paid a fine of only \$260. The officer went back to work and on with his life, never looking back at the devastation he caused Melissa and her family. She doubted that if she had struck a pedestrian she would only pay a small fine with no further consequences or be able to call her plea in to the court. She would have been taken to the emergency room for a urinalysis and/or blood test to verify she was not impaired. To her knowledge, this was not done with Officer O'Conner. She questioned whether Officer O'Conner was hung over, drinking, or on cold or prescription medications. Apparently, the officer was just not paying attention. However, she could not be sure of this because video and police reports were being withheld from the public. Public records are not entirely public. Police records can be obtained about anyone unless an officer is involved. This is a special privilege of being a police officer. Chief Johnston told the *Daily Astorian* this was a minor incident. Chief Johnston and Officer O'Conner are citizens of Astoria first and should be treated as such, equal with all citizens. The officers are employees of the City and State second. However, according to Chief Johnston, a job in law enforcement entitles police officers to special privileges the rest of the public does not have. She questioned the integrity of a Police Chief who condones the cover up of officer misconduct, whether intentional or not. People are all equal under the law and police officers are no more equal than anyone else. Chief Johnston was quoted in the paper as wanting openness and approachability between the citizens and the Police Department. He should start with this case, hold himself and Officer O'Conner accountable, and pay appropriate consequences of their actions and mistakes. She contacted District Attorney Josh Marquis who said he could not do anything about the situation because the case was not criminal. Next, she contacted Chief Johnston who said the Police Department did not monitor traffic citations. Then, she wrote to the Oregon Attorney General who said he could not get involved because the case was not criminal. She contacted the Department of Public Safety Standard and Training, who said this was out of their jurisdiction and suggested City Manager Estes should investigate the incident. It has been eight weeks and she has not yet received a response from City Manager Estes about the progress of the investigation. Channel 2 News aired a story about this on November 6, 2014. She urged City Council to go online and watch the investigative report, which is very informative and intense. The reporter tried to obtain police reports and video of the accident, but was denied. She had slips of paper with the online link to the video to hand out after the meeting and would post the date of the follow-up report on Facebook. The newspaper said Officer O'Conner did not see Melissa because he was watching a bicyclist who was crossing from the other side of the street. She questioned why the officer did not stop for the bicyclist. Had Officer O'Conner stopped for the bicyclist, as he should have, he never would have hit Melissa. She questioned whether Officer O'Conner was racing to beat the bicyclist to the middle of the intersection. She asked City Council to consider how they would feel if this happened to one of their friends or family members and what they would expect to be done. She asked City Manager Estes why the investigation of the so-called minor traffic accident was taking so long.

City Manager Estes said he did receive Ms. Ullfers letter and has discussed the incident with Chief Johnston. However, this matter is complex and he does not yet have enough information to give to Ms. Ullfers. He did plan to speak to Ms. Ullfers about what he could provide. He asked Ms. Ullfers to speak to him after the meeting.

Chief Johnston said the Police Department has received a fair amount of criticism for failing to cite Officer O'Conner immediately. The Police Department waited to issue the citation because they wanted to send the report to the District Attorney's Office to find out if more severe charges would have been appropriate. However, more severe charges were not appropriate and the Police Department issued a citation for an appropriate charge. All of the records have been released to Channel 2 News, including videos from Officer O'Conner's

dashboard camera and body camera. Channel 2 News chose not to air the videos in their article. The records are also available to the public.

George McCartin, 490 Franklin Avenue, Astoria, said he understood that City Council's goals were still being developed. During the fall of 2014, City Council was considering adding a bond issue to the election in November that would help purchase a new ladder fire truck for the Fire Department and for the citizens. The bond issue was tabled because the discussion occurred too close to the election. He believed this should be a goal for the new fiscal year. He also wanted Council to add a goal regarding the City's carbon footprint, like plans to do better conservation or use alternative energy. Solar panels would work well on the renovated senior center. Alternative energy could be required on the new housing that is already included in the goals.

Director Cook said he discussed carbon footprints earlier that day with the City's forester. The City is working with the Climate Trust of Oregon and a draft contract will be ready in the next few days. The draft contract will be reviewed by the City Attorney and then by an environmental lawyer in Portland. When the reviews come back and staff feels comfortable recommending the contract be signed, it will be presented to City Council. The hydropower project is approximately 80 percent complete and should be operational by the first part of March. The power will be used to run the treatment facilities at the City's watershed. Excess power will be sold to the electric company and fed back into the power grid.

City Manager Estes added the budgeting process for the next fiscal year will include discussions about the fire truck. Staff will present possible funding options to City Council in the next few months.

ADJOURNMENT TO WORK SESSION

There being no further business, the meeting was adjourned at 7:50 pm to convene the work session.

APPROVED:

City Manager

A work session meeting of the Astoria Common Council was held at the above place at the hour of 6:00 pm.

Councilors Present: Nemlowill, Herzig, Warr, Price, Mayor LaMear

Councilors Excused: None

Staff Present: City Manager Estes, Assistant City Manager/Police Chief Johnston, Parks and Recreation Director Cosby, Financial Analyst Snyder, Fire Chief Ames, Interim Planner Morgan, Library Director Tucker. The meeting is recorded and will be transcribed by ABC Transcription Services, Inc.

WORK SESSION

The work session convened at 7:58 pm.

Mayor LaMear said she and Councilor Herzig learned from the League of Oregon Cities that most cities conduct many work sessions. Work sessions allow Councilors to share their thoughts and ideas with each other. Councilors cannot have discussions at City Council meetings. She hoped the work sessions would help Councilors come up with the best ideas and get public input.

Item 9(a): Library Goal

City Manager Estes explained that in the current fiscal year, City Council has a goal regarding the renovation of the Astor Library. In January 2014, City Council adopted a renovation plan. Since then, City and library staff has been working towards the goal throughout the year. The renovation plan included a study of feedback from the community and library patrons about what services and features they wanted in the library. The plan also included square footage recommendations for various uses that were requested by the citizens. Former Mayor Van Dusen appointed a library renovation sub-committee. The sub-committee wanted to consider alternative spaces for the library expansion, other than the space where the Waldorf Hotel is located. After researching the Elks Lodge as an alternative space, the committee decided that the Waldorf space, which was approved as part of the renovation plan, was preferred. The committee is now working on a mission statement and wants to approach this project more holistically by looking at other options.

Councilor Warr cautioned against reconsidering everything in the renovation plan, as it could be perceived as a slap in the face to all of the volunteers who worked on it for two or three years. City Council endorsed the plan only a year ago and now Council is expected to take another look at it. He feared the City would get into a position where the library would never be renovated and the Waldorf left alone because the process will get so messed up no one would want to get involved.

Councilor Nemlowill supported the work of the volunteers who completed the needs assessment and analysis of renovating in either the current building or expanding the Waldorf space. However, recently there has been a lot of community discussion about saving the Waldorf, which she has considered. The City will need a lot of community support to renovate the library and starting the process with controversy over the site is not desirable.

Councilor Warr explained that when the Waldorf was discussed during public hearings, there were no comments or input from the public. Now, all of a sudden the Waldorf has become a hot button issue since a member of the community started a website to save the Waldorf. The City has received estimates indicating it would cost \$7 million just to renovate the Waldorf and it could cost another \$4 million to build a new library. He believed the costs, disruption, and pulling the rug out from under many hard working people will put the City in a position where the Waldorf will sit vacant for another 26 years. He believed the City should move forward and did not believe the process should start all over again.

Councilor Herzig believed Council should separate putting the new library in the best possible location from whatever happens to the Waldorf, as these were two separate issues. This discussion is about the library. Everyone involved understands this is a huge undertaking that will take a long time, millions of dollars, and would need maximum community support. People need to be prepared for a little give and take and he hoped no one would feel slapped in the face if the City entertained other ways to move forward because other options need to be part of the discussion.

Councilor Price wanted to focus on the library and believed it was worthwhile to take another look. She understood that some specific criteria given to Metz and Associates that governed the options included in the plan. The two main recommendations in the renovation plan were increased space for children and children's programming and a community meeting space. A community that wants a library and meeting space speaks to broad urban planning, which has not been conducted. The library was not a topic of priority during her campaign. The redevelopment of Heritage Square would be a better project for amenities in Astoria. Astoria already has a library building with a lot of room and it is one of the most underutilized spaces in town. She did not understand why the library was considered a horrible place that no one wanted to go. Money was the big issue and she wanted to know what funds had been identified, how much funds were available, when the money could be used, if the City would contribute financially, and what would be considered a reasonable timeframe. The library project is a grand opportunity to do some additional urban planning and Astoria should build on the urban planning that was done in the past with Safeway and Clatsop Community College by looking at the area from Duane to Exchange, 12th to the Dairy Goal Building. Astoria should figure out how the library, the money, time, and effort put in by the City would fit into urban planning in this area. Past urban planning was driven by what other people wanted to do, not by the City's vision of itself. Talk of building a new library near Heritage Square through a public/private partnership has advantages. However, she believed it would be too expensive and would become a very long-term funding situation. Astoria should fill its stock of existing structures before building new structures. She also believed Council needed basic architectural drawings at least of the current space.

Mayor LaMear explained that the 2½ year study by Ruth Metz resulted in recommended programming needs, not the exact locations of each space within the new library. The plan considered the communities wants and needs, which were basic things like a lot of light, a building with good quality materials, a children's section that did not need to be shared. The functions of the building are the critical thing, not the site. The group that really wants to save the Waldorf will hold up the process of expanding library renovations into the Waldorf space. However, the library cannot remain in its existing building without the Waldorf space. The library needs about 18,000 square feet, but the current building only has 9,000 square feet. Using the basement is not a viable option because the building has fire safety concerns and is not ADA accessible. The option to expand into the parking lot would take away more parking, which no one wants. Other issues with the existing building include the mezzanine the heating system, roof, wiring, and water. Building a new building at Heritage Square might not be any more expensive and would eliminate dealing with problems with existing building or the Waldorf space. Affordable housing could be put on the top level of new building through a private/public enterprise. Many funds are available for developing workforce housing, which the city needs. She showed pictures of other libraries that have a library on bottom floor and housing on top. Such a building would solve two problems and the existing library could be used the entire time the new building is being constructed. She did not believe a new building would be more expensive than working around the existing building because it has so many problems.

Councilor Herzig supported Mayor's proposal and believed it was an incredible idea. No one cares about the library more than Mayor LaMear does. It was incredible that she was willing to consider a different direction. She thought brilliantly about using available space, a private/public partnership, and solving multiple issues with one solution. He supported it wholeheartedly.

Councilor Nemlowill said a lot of the planning work for Heritage Square had already been completed in 2004. At that time, the library was the most probable use of the Heritage Square site, including meeting rooms, the plaza, and parking. Studies done by MIG Consultants and Crandall Arambula were done after

Safeway moved out of downtown and the Clatsop Community College urban campus concept failed. These studies suggested an all-public building or private housing or a mix. Studies included cost and size estimates for several concepts. If building costs could be offset by private development for housing, the public costs would be around \$2 to \$4 million. Angled parking on Duane and 12th Streets would likely take up one lane and the scenarios in the study were with and without the Legion in its current location. There was also a letter between Former City Manager Dan Bartlett and State Community Solutions and Housing Department, which stated if the City were to realize redevelopment of the square in a way that benefits the community, the City could possibly renegotiate the grant/loan for the property. Her main concern was what would happen to the existing library building and she believed the City should explore options for filling existing space. She asked how much money remained in Astor East Urban Renewal District and if those funds could be used to assist redevelopment of Heritage Square. She also asked for confirmation that the terms of the Community Development Incentive Funds could be renegotiated. What process could be used to find a development partner and would the city have a long-term lease with that partner? Could the residential space be condominiumized so the City could have certain ownership rights? What additional steps would be necessary to redevelop the site? She believed the City amended the Comprehensive Plan to keep Heritage Square open space. She loved Mayor's idea.

Councilor Price liked Mayor LaMear's idea and had many of the same questions as Councilor Nemlowill. The summary of the Heritage Square plan said the State would not allow further negotiation, but it never hurts to ask. She was concerned about moving to Heritage Square because she did not want to leave the rest of the block of the existing library blighted. This would be a bigger urban planning decision. This would be a great project for attracting a good Community Development Director. She wanted to know what this would cost and where the funds would come from.

City Manager Estes said no project has been given to the City or the Foundation yet. However, the City has let foundations know that funds may be requested in the next few years. Fundraising cannot be done until there is a specific project, adopted by City Council, for which to raise funds. The Foundation is taking the same approach. The City is aware of granting entities that fund library projects, but many library projects compete for the same funds as other community projects. The Logan Memorial Trust Fund currently has less than \$1 million. It was always anticipated that the library project would need community funds and public support. Other funding sources, like a bond, could be discussed. However, the library would like to fund the project with community dollars and grant money as much as possible. The Astor East Urban Renewal Fund is not as robust as the Astor West Urban Renewal Fund because most of the land in the Astor East district is public land or owned by non-profit entities and does not generate tax revenue. Astor East funds could possibly be used but, the City is paying off the Liberty Theatre loan to purchase the Theatre and the loan for the Garden of Surging Waves. In order to take the \$350,000 loan, Astoria had to refinance the Liberty Theatre loan. The two loans were combined into one payment with a better interest rate.

Councilor Warr said the parking lot across the street from the library, on Exchange Street between 9th and 10th, was very underutilized and asked if the City could dedicate half of it to library parking and expand the library into its parking lot. City Manager Estes said the City leases many of the spaces in the lot on Exchange to downtown businesses. However, the City could consider this idea.

Councilor Price believed Council should keep in mind that the library will affect the entire downtown area and should consider the impact of the fundraising on other projects that might also need support from similar granting entities or from the community. She suggested making a spreadsheet.

Councilor Herzig believed the Mayor's point was the location of the library during renovation of the current building, which is a huge issue. Relocating to Senior Center would not be an option because it will be renovated and then could only be used for seniors, as stipulated in their grant. Creating a brand new library and moving services after it is built would be ideal. Otherwise, the City would have to find a place to take the entire collection, make it usable and accessible, while waiting for renovations to be completed.

Councilor Nemlowill asked how a public/private partnership would exist. Could the property be sold to a private developer? Could the ownership of the property be held by the City? She believed this would affect funding.

City Manager Estes explained the land could be owned by the City or a private developer. However, the common approach generally involves the city transferring ownership of the land to a private developer according to the terms of a developer agreement. Cities typically retain rights to use the space through condominiumizing, like the Hollywood and Sellwood-Moreland libraries. Multnomah County owns the space where the library is located and the building is owned jointly. The terms of a public/private partnership are all up for discussion and negotiation.

Councilor Nemlowill still wanted to find out more, but really liked the idea of transferring as much of the property as possible to a private developer to get it back on the tax roll. An urban renewal district is supposed to be an investment in a particular taxing district. The General Fund and other taxing districts suffer until the urban renewal district sunsets. After that, all taxing districts are supposed to prosper. Therefore, she believed this could be a good thing financially for the City in the long-term.

Councilor Warr asked if the City could transfer a portion of a property to a private owner even if it is not paid off, as he believed it had to be for public use. He also wanted to know there was enough space for a new library without acquiring the Legion. City Manager Estes said the City would have to ask the State about transferring ownership before it was paid off. The agreement states part of the property must be used for the public and a portion was designated as revenue generating. It was too early to give an answer about the Legion. If Council wants to consider alternate locations for a potential new library, he recommended retaining the assistance of a firm that could look at the use of specific sites, how the building footprint could work, and provide rough cost estimates. Many different ideas and concepts have been discussed, but in order for staff to make a recommendation to Council, they need more info.

Item 9(b): Public Comments Regarding Library Goal

David Oser, 254 W Irving, Astoria, said for many years he has been a member of the Library Advisory Board and was appointed to the Library Renovation Committee last year. He did not feel slapped in the face by this discussion and was very excited about the Mayor's suggestion. He urged everyone to read the Renovation Plan, which is on the library's website. A large number of people in Astoria gave their opinions about what they wanted to see in a library, so the plan really is the people's voice speaking. The Library Advisory Board sees itself as a conduit between the Council and the citizens of Astoria. The Library Board's view of the study was somewhat constricted to looking at the renovation of the library, as the option of a new building was not on the table. Opening up the options in this way is fantastic and wonderful. He would like nothing better than a new library in a new location. Heritage Square would be great, but elsewhere would be fine as well. He agreed with Councilor Herzig that this project cannot be seen as an adversarial relationship about the library and the Waldorf Hotel. The Library Board members are not experts at preservation and were really just considering space. The current library building is in very bad physical shape and Director Tucker spends a third of her time worrying about the mechanics of the building. For people with any kind of physical disability, it is difficult just to get in the door and is impossible to get to the mezzanine to access the fiction section. The Library Board wants to move forward and is willing to raise money to get the city what it needs, a wonderful modern library.

Cheryl Silverblatt, 811 Glasgow Ave., Astoria, said she attended all of the public meetings hosted by Ruth Metz and Associates. She was excited by many things and was disappointed by many things she heard at these meetings. Mr. Oser and Councilor Price referred to some restrictions placed on the way of thinking about renovating or providing a better library for the citizens of Astoria. These restrictions were astonishing. The former City Manager told citizens that in 20 years, the library would never receive an increase to its budget. Ms. Metz was asked to move the process forward with the understanding that the library staff would never get any bigger than it is now. Use of the basement or second floor would only be out of desperation because there would not be enough staff members for each floor. Some people will misbehave in the library, which requires a staff member on each floor. Mayor LaMear gave an excellent description of the list of things the community wants in a library. However, the most important thing was a

bigger collection. The second thing was a proper, useful, appropriate children's space. She commended Mayor LaMear for broadening the scope of thinking about the library. This shows the Mayor is thinking about the citizens, how people will use the library, and how the library can be better so that more people can use it. Discussions about money are significant and important. However, no city provides its citizens with the life, services, and opportunities they deserve without a good library. Astoria does not have a good library and the citizens of Astoria deserve a good library.

Ted Osborn, 345 Alameda, Astoria, said he was a retired library architect, but wished he was not retired right now. The four most important women in his life have all been librarians. When he moved his family to Astoria six years ago, they saw that the library was not the strength of Astoria. Mayor LaMear had just been elected to City Council and the library was one of her goals. Therefore, he and his family knew something would be done about the library. He commended the City for its work and wanted to get more involved in the planning. He volunteered to make a set of plans. He is also part of the Save the Merwyn group because all architects want to save old buildings. He is very passionate about what has happened to Duane Street. It is easy to build a new library on a new site and there are many architects who would offer reduced fees to do this. However, there are many more who would love the opportunity to combine the existing library building with the Merwyn. He has already started a set of plans that would make use of both buildings. Personally, he could not afford to purchase the Merwyn and rehabilitate the entire building because the situation on Duane Street has reduced the lower floors to a problem area. Commercial and retail uses will no longer work in this area. However, if another entity like the library could make use of the lower floors of the Merwyn, he would love to develop housing units on the upper floors. The housing units could be lofts, large apartments, many small apartments, or a combination of live/work units. He could secure the financing for this scenario. His plans use the major spaces available in the Merwyn and the basement and first floor of the library for things like teen space, the children's library, community meeting space, a coffee shop, and the entrance to the library through a major light well. The west side of the Merwyn is all rotted out, but this makes reconstruction of a light well easier and low cost. Both the Merwyn and the library are in tremendous disrepair, but the exteriors and support structures of both buildings, which accounts for 50 percent of the buildings costs, are in fairly good condition. Both buildings would need to be gutted, but a lot of solid value would still be left. Demolishing the buildings would leave negative footprints. Library services could remain in place during reconstruction. Building a new library would be easier, but it would two empty lots on Duane Street. The library needs the kinds of spaces that already exist in the lower levels of the Merwyn, which could also accommodate a public/private partnership. He asked Council to consider his idea as an option and offered to share his plans. The library can get what it wants and help the Merwyn stay alive as a suitable multipurpose building. He described in Morton Square in San Diego, CA, a district with six or eight derelict buildings that were redeveloped into a major shopping center. He supported the library and wanted to see the Merwyn remain. He also loved that Council hosted this work session.

Councilor Price said she liked Mr. Osborn's idea just as much as she liked the idea of building a new library on Heritage Square. When she toured the library, she noticed it had a lot of space and just the existing building could be gutted and redeveloped. She supported City Manager Estes' suggestion to hire a company to take a broad look at all of the options. Money will be a big factor. She questioned how much Astoria wanted to spend on a library. Astoria is a town of 10,000 people with a community college that has a library only six blocks away. Even if the library used the Waldorf space, Heritage Square could still be a multi-use development by a public/private partnership. The entire four-block area needs to be considered.

Councilor Herzig said the community's needs also need to be considered. An essential component of a community is a good library, but Astoria also needs a community center. Library expansion on to the Waldorf site could be the foundation of an incredible community center with a lot of potential. The community could use such a space for an art gallery, emergency day-care center, or a permanent home for the Warming Center. It is true that Astoria needs a library, but the city needs a number of other things to make it a city that works for its community and meets the needs of the citizens. Even though this discussion is about the library, he wanted everyone to consider these spaces as being in play for other needs in the community.

Erin Ryman, 4437 State Route 4 West, Rosburg, Washington, said she has volunteered for and been a patron of the Astor Library. When the idea of putting apartments above the library was mentioned, she thought of the fire at 14th and Commercial when the comic book shop was on the ground floor. The space had to be heavily renovated after the fire because of water damage. A similar situation could impact a library underneath apartments. She supports the library and uses its facilities because she does have access to much where she lives.

Sean Fitzpatrick, 1046 Grand Avenue, Astoria, said he was on the Library Renovation Committee. He has been thinking about how the library could work with the Waldorf space or space at the Elks Lodge. However, his background is in finance, not design. He would be happy to look at Mr. Osborn's plans to help him visualize how the library could work with the Waldorf space. He believed the public/private partnership at Heritage Square was a great idea, but was not sure that it would be the best location for the library. He preferred a new library be located between the YMCA and old radiator shop. Heritage Square is used for a number of things, including parking. However, the area between the YMCA and old radiator shop is not used for anything and does not provide anything to the city. He would also prefer the library to retain its current architecture because he loved Ebba Brown's work.

McLaren Innes, 4807 Birch St., Astoria, thanked City Council for having a public work session, which has allowed her to feel a bigger part of the discussion. Each of the Councilors has done their own research and sharing has provided even more data to consider. She remembered that when working with Ruth Metz and Associates, a lot of technological growth space and utilization was wanted in a new library. This has not been mentioned very much, but she believed technology was the future.

Mayor LaMear said technology was one of the problems with the current library. The computers all have to be hard wired and cannot be spread out or placed in areas where they would be more useable or comfortable for users. She noted that the floor of the Merwyn is seven feet higher than the floor of the library. At one time, architects advised the City not to use the Merwyn because the ramps necessary to make up the height difference would need to be very long and take up a lot of space. She was interested to see how this was addressed in Mr. Osborn's plans.

Mr. Osborn said he would verify the height difference before sharing his plans.

City Manager Estes said staff wanted direction about how to move forward with the current fiscal year library renovation goal and develop language for City Council's library goal for the next fiscal year. Council had originally planned to discuss two goals, the library goal, and a Heritage Square goal. However, the two discussions have crossed over to some extent at this work session. He suggested City Council's new goal be to investigate new site options for the library. The Heritage Square goal could be tied in with the library goal.

Councilor Warr said he was very intrigued with Mr. Osborn's proposal. He suggested Mr. Osborn be given an opportunity to present his plans, and possibly some cost estimates, to City Council. Mr. Osborn said he had sketches, but not cost estimates.

Mayor LaMear believed the City's responsibility was to get a 21st Century library for the community. She did not want to spend so much on preserving the Merwyn that there would be no funds left for the library. Therefore, she believed the two buildings should be kept separate.

Mr. Osborn said most people look at the Merwyn and just see rot, but a lot of the building is useable. The frame and structure account for about 50 percent of a building's costs. Building a new building will cost more than redeveloping existing spaces. He understood the concerns about funding. However, the library is one of the most important aspects of the community. Therefore, the new library must be done right and in a way that the community can be proud of itself. He would be ashamed if the community did not increase staffing in a new library. The community should expect to have to float a bond for this project. There is nothing bigger the City should do right than a fine library in Astoria. He did not agree with inching into the project and trying to manage a new library with only a few staff, especially if the library wanted to keep up with the community's needs and technology.

City Manager Estes said many options for sites, a new versus a renovated library, expansions, and additions have all been discussed as possibilities. He agreed with Mr. Osborn that a lot of technical work must go into figuring costs. If costs are going to be part of City Council's decision-making process, staff needs someone to provide good cost estimate data. Staffing of City Departments is dependent upon the budget approved by City Council. The City needs increased staffing in the Parks, Police, Fire, and Library Departments. The City does not want to create a library it cannot maintain. City Council must balance all of these needs as it considers staffing. He suggested site analyses and cost estimates, built upon the existing plan, on some alternative sites.

Councilor Herzig said at one time, the Legion was willing to trade their building for the current library building. Therefore, he did not believe that a vacant building would be left behind if a new library building were built. The existing building is a facility that others have been looking at and there has been interest in the past for developing the building.

Councilor Nemlowill said she was pleased to support the passion and vision of so many people in support of a modernized library. She was most excited about the redevelopment of Heritage Square, adding much-needed rental housing to the community, adding to the vitality of downtown, and getting the property back on the tax roll. Councilor Herzig added that the tax revenue would help pay for library staff.

City Council and staff discussed possible wording for the library goal. Councilor Price suggested, "Plan the redevelopment of 12th through 9th Streets, between Duane and Exchange, with the primary goal of creating a 21st Century library and a Heritage Square that best serves the citizens of Astoria." However, City Manager Estes believed the wording was too broad and suggested the goal be to conduct a site study of the library, adjacent properties, Heritage Square and consider housing options on those properties.

Councilor Warr said City Council should create a goal that can be accomplished in a reasonable timeframe. Councilor Price agreed and added that money still needed to be raised. However, considering whether to use the existing building, the Merwyn, or Heritage Square means looking at the entire area because the new library will affect the surrounding area.

Councilor Nemlowill suggested a goal that supported a feasibility of a living library at Heritage Square. Councilor Herzig said he would be comfortable with this goal if Mayor LaMear was also comfortable with it. This goal would not mean a living library at Heritage Square was the only option, but it would give City Manager Estes clear direction. Mayor LaMear said Council really wanted to know if a living library at Heritage Square was feasible and what possible funding might be available for the residential portion of the library.

City Manager Estes still wanted direction that is more specific so that subsequent amendments would not be necessary if Council decided to consider another site for the library. He suggested a comparing a renovated library to a new library on Heritage Square.

Councilor Nemlowill supported a new study about what could be done at Heritage Square today. The original Heritage Square plan has not been reviewed in ten years and some things will have changed. Even without the library, a new study will help Astoria achieve its Heritage Square goal. She asked staff for an estimated timeframe on an analysis.

City Manager Estes said the new Community Development Director will have plenty of work to do on Council's goals for the next fiscal year. Therefore, he anticipated being responsible for the library goal with the Community Development Director assisting. The Riverfront Vision Plan is being implemented and one goal is to streamline the development review process. If Council directs staff to conduct a study, he would begin working on it before the Community Development Director position is filled.

Councilor Herzig was fine with studying renovation versus a new building on Heritage Square, but did not want the City to give the impression that these were the only two options. He also supported a feasibility

study of a merged Merwyn library building. City Manager Estes understood that some Councilors only wanted to consider Heritage Square while other Councilors wanted to consider a host of sites. He needed clear direction about how to move forward. Councilor Herzig said he had no problem with staff reporting on only two options if that is what staff wants as direction. However, he did not want City Council locked into two choices.

Councilor Price wanted studies on the bank building, the YMCA, Ted Osborn's idea, and Heritage Square. Mayor LaMear said the bank building was only about 8,000 square feet, which was too small. She wanted to know why Councilor Herzig was adamant that neither of the two options were appropriate.

Councilor Herzig said he did not want the City to have to choose between one option or the other. Mayor LaMear explained that at the time of Ruth Metz's study, the City believed it would be cheaper to renovate than to build a new building and there was no interest in the Waldorf. Ms. Metz was not saying the city had to choose between two options. Councilor Herzig reiterated he had no problem with a report on only two options.

Councilor Nemlowill asked Council to confirm they wanted to consider incorporating the Merwyn into the library. Mayor LaMear did not believe there was a consensus on this. Councilor Herzig agreed and said he believed Council was being forced to say two reports were necessary instead of one.

City Manager Estes clarified that he was asking for a list of specific sites that Council would like staff to analyze. Staff needs to be able to study all potential sites simultaneously because of time restrictions. However, if Council only wants to consider one site, staff would study one site. He wants to present a robust report that would satisfy Council. Conducting several successive studies would be costly and less efficient. Councilor Herzig understood and said he had no objections and Council could still move forward with options not included in the study.

Mayor LaMear had doubts about merging the Merwyn and the library, but believed it was worth considering. Councilor Warr believed it would be best for Council to consider a new building on Heritage Square and Mr. Osborn's proposal to incorporate the Merwyn. The study would give Council an idea of costs and he wanted to make sure Astoria could pay for the project.

Councilor Price also wanted staff to include making use of the basement in the existing building and demolishing the Waldorf in the study. Councilor Herzig believed the community has made it clear they did not want the hotel torn down. Councilor Price understood the preservation society was opposed to demolishing the hotel and she respected the group. However, during her meet and greets, she receives a range of opinions. Councilor Warr said he has heard community members say the building should have a purpose before renovating it. Many people want to see the Merwyn renovated and Mr. Osborn's idea suggests that renovating the hotel could be financially sensible.

Councilor Herzig said he supported consideration of the library separate from the Waldorf.

Councilor Nemlowill agreed with Councilor Price. She has heard from community members who do not believe the Waldorf is historically significant and it would be unreasonable to renovate the building, but want to see the library expanded. There are definitely concerns about demolishing the hotel, but there are two options to be considered. One option was recommended by the City's consultant and it makes sense from an operational standpoint to have the library on one floor. However, the Mayor's suggestion to use Heritage Square is interesting and many questions need to be answered. She asked if a study by a consultant was necessary, noting it would take months and cost thousands of dollars. Studies have already been done on Heritage Square and she did not want to see the Heritage Square property sit for another 10 years.

City Manager Estes understood Council wanted to identify a specific project for a new/renovated library during the next fiscal year. He suggested this be the goal. Staff could provide Council with some information about Heritage Square before conducting a larger site study. However, staff would not be able to provide cost estimates. This might take more time, but Council would receive small pieces of

information that could be used to refine the scope of the project. Councilors Warr and Nemlowill agreed with City Manager Estes' suggestion.

Lindsay Johnson, 411 Chinook St., Astoria, said she has worked at the library for eight years and has lived in Astoria for 26 years. The town seems to be comprised primarily of people who move to Astoria in their later years and young families. Children who grew up in Astoria, moved away, and have moved back with children of their own bring their children to the library to learn. She wanted the library project to move forward soon enough that this can continue.

Mayor LaMear said the City's plan was to discuss the library at this work session and discuss Heritage Square at a work session next month. However, the two discussions have combined somewhat. City Manager Estes offered to work on language that would combine the two discussions for goal setting purposes. Councilor Warr and Mayor LaMear believed the two goals should be kept separate. City Manager Estes understood and said he would come back to Council with a plan of action based on the feedback he has received at this meeting. He wants to move the goal setting forward efficiently so that staff can start making some decisions.

ADJOURNMENT

There being no further business, the work session was adjourned at 9:47 pm.

APPROVED:

City Manager



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

MEMORANDUM

March 5, 2015

TO:  MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: NOTICE OF BEQUEST TO THE ASTORIA PUBLIC LIBRARY

DISCUSSION/ANALYSIS

The Astoria Public Library is in receipt of a bequest in the amount of \$10,000 from the S. C. von Reibold Trust. These funds have been designated to “buy books duly selected by its Board or designated employees thereof.”

Susanna von Reibold passed away in Florida in 2014. Before her permanent move to Florida, she was a regular user of the Astoria Library in the summer months. Her wit, grace, charm and her extensive knowledge of the world endeared her to library staff and made every visit a pleasure.

“Goin’ to the Library”, the mural painted by Dorothy Danielson and gracing the Exchange Street entrance to the library, was a gift from Susanna von Reibold. Designed to engage children just a few feet tall, the mural provides a colorful and enchanting experience at a toddler’s eye level. Ms. von Reibold established the Astor Library Far East Trust Fund, which was rolled into the Astoria Public Library Endowment Trust #403 in 2005 with her consent.

RECOMMENDATION

It is recommended that Council accept the \$10,000 bequest.

By: _____
Jane Tucker, Library Director

Date: March 5, 2015

To: Sandy Puckett, Finance
Sue Dohaniuk, Finance

From: Jane Tucker, Library



Re: \$10,000 bequest from the S. C. von Reibold Trust

Attached please find check #101 in the amount of \$10,000.00, a bequest from the estate of Susanna von Reibold. Supporting documentation demonstrates this gift is to be used "to buy books duly selected by its Board or designated employees thereof."

Please deposit the check to the Astoria Library Donations fund, 001-0000-221-0272. The task number for the expenditure of these funds is 32-0740. Library staff intends to expend the funds over three years.

S. C. von Reibold Trust
1058 N. Tamiami Trail Suite 108 #180
Sarasota, FL 34236

Board of Directors
Astoria Public Library
450 Tenth Street
Astoria OR 97103

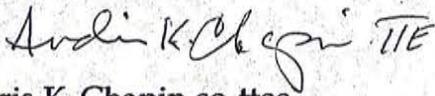
February 23, 2015

To the Board,

Susanna von Reibold requested in her will that the enclosed, ten thousand dollars (\$10,000), be given to the Astor Library "to buy books duly selected by its Board or designated employees thereof."

Our mother was an ardent supporter of the Astoria Public Library, lover of books and letters not to mention artistic creativity, as in the fanciful mural in the children's books room. She spent a great deal of time in the stacks and reading room over the years and still brought home armloads of books for more in depth enjoyment while waiting for those volumes that had to be obtained from other libraries. Our mother had nothing but good words and praise to say about the efficiency and helpfulness of the librarians and staff at the Library.

Thank you for all you do in the interests of literacy, scholarship and imagination.



Andris K. Chapin co-ttee
Ralph R. Chapin co-ttee
S. C. von Reibold Trust

Cc: Ralph R. Chapin co-ttee

S. C. VON REIBOLD TRUST U/T/A
 ANDRIS CHAPIN TTE
 RALPH CHAPIN TTE
 1058 N TAMIAAMI TRL STE 108 # 180
 SARASOTA, FL 34236

101

63-751/631 10838
 5563828309

2/23/15

DATE

PAY TO THE
 ORDER OF

Historia Public Library
ten thousand ¹⁰⁷/₁₀₀

\$ 10,000.00

DOLLARS



Security
 Features
 Details on
 Back.



Wells Fargo Bank, N.A.
 Florida
 wells Fargo.com

FOR Sarasota von Reibold Request

Andris Chapin TTE

MP

⑆063107513⑆ 5563828309⑈ 00101

NOTES

RECEIPT

DATE

3/5/2015

NO. 346645

RECEIVED FROM

S.C. Von Reibold Trust U/T/A

ADDRESS

1058 N TAMIAAMI TRL STE 108 #180
SARASOTA FL 34236

\$ 10,000.00

FOR

"to buy books as selected"

ACCOUNT		HOW PAID	
AMT OF ACCOUNT		CASH	
AMT PAID	\$10000.00	CHECK	101
BALANCE DUE		MONEY ORDER	

deposited directly
to Finance Dept

BY

Jane Tucker

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*SUSANNA
 von Reibold*



CITY OF ASTORIA
ASTORIA PUBLIC LIBRARY
Founded 1811 • Incorporated 1856

March 5, 2015

Andris K. Chapin, co-tee
Ralph R. Chapin, co-tee
S.C. von Reibold Trust
1058 N. Tamiami Trail Suite 108 #180
Sarasota, FL 34236

Dear Ms. Chapin and Mr. Chapin,

The Astoria Library has received correspondence enclosing check #101 in the amount of \$10,000, a bequest in memory of Susanna von Reibold. We are pleased to hear she enjoyed the Astoria Library so much. Our memories of her visits are delightful to this day. We enjoyed her wit and her extensive knowledge. Every day, as we pass the "Goin' to the Library" mural, we see the double reminders of her gift of the mural: the double golden dragon and the lovely lady who lives in the tree.

A receipt is enclosed from the Library. The check will be deposited to the Astoria Library Donations fund to be used as requested to "buy books duly selected by its Board or designated employees thereof." The gift will be publicly acknowledged by the City Council. My business card is enclosed if you have any questions.

Sincerely,


Jane Tucker, Director
Astoria Public Library



CITY OF ASTORIA
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MEMORANDUM

MARCH 9, 2015

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: AUTHORIZATION TO LIGHT THE ASTORIA COLUMN A TEAL FOR THE MONTH OF APRIL IN RECOGNITION OF SEXUAL ASSAULT AWARENESS MONTH

DISCUSSION/ANALYSIS

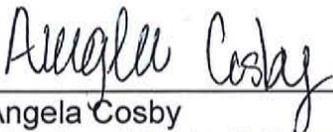
On February 18, 2014 the Astoria City Council gave direction to the Parks and Recreation Department to limit the use of colored lighting effects at the Astoria Column to twice a year when specifically authorized by City Council.

This direction came after colored lighting effects took place for the first time at the Astoria Column in October 2013 in an event organized by Columbia Memorial Hospital, the Friends of the Astoria Column, and the Parks and Recreation Department to light the Astoria Column Pink in recognition of Breast Cancer Awareness Month. This event was followed by a partnership between the Women's Resource Center, the Clatsop County Domestic Violence Council, the Friends of the Astoria Column, and the Parks and Recreation Department to light the Astoria Column teal for the month of April 2014 in recognition of Sexual Assault Awareness Month.

In partnership with the Domestic Violence Council, the Harbor, and the Friends of the Astoria Column, the Parks and Recreation Department is requesting permission to change the lighting color on the Astoria Column to a teal hue for the month of April 2015 in recognition of Sexual Assault Awareness Month.

RECOMMENDATION

It is recommended that City Council authorize the change in lighting at the Astoria Column to a teal hue for the month of April 2015 in recognition of Sexual Assault Awareness Month.

By: 
Angela Cosby
Director of Parks & Recreation



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

March 11, 2015

MEMORANDUM

TO: ASTORIA CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: CONSIDERATION OF ADOPTION OF RESOLUTION FOR CREATION OF ENTERPRISE ZONE WITHIN CITY LIMITS OF ASTORIA

DISCUSSION/ANALYSIS

At the March 2, 2015 City Council meeting, the topic of the creation of an Enterprise Zone within the Astoria city limits was discussed. City Council was not able to consider a resolution establishing an Enterprise Zone since seven days had not passed since a required meeting of all taxing entities. City Council discussed the Enterprise Zone concept at their last meeting and consideration of a resolution has been scheduled for the March 16, 2015 Council meeting.

The Oregon Enterprise Zone Act, ORS 285C.045-250, authorizes the designation of Enterprise Zones and provides that property tax abatements and job creation are desirable to stimulate economic development in economically depressed areas. The Enterprise Zone ("E-Zone") program allows for industrial and other qualifying firms making substantial capital investments an exemption of 100 percent of real property taxes attributable to the new investment(s) for up to a five-year period.

Recently, the City of Astoria, Clatsop County, the City of Warrenton, and the Port of Astoria have been discussing a mutual application for designation of an Enterprise Zone within their respective jurisdictions in order to encourage new business investment, job creation, higher incomes for local residents, and greater diversity of economic activity. Clatsop County, the City of Warrenton, and the Port of Astoria have all passed resolutions supporting the creation of an Enterprise Zone.

The proposed Enterprise Zone has a total area of approximately 4,672.92 acres or 7.30 square miles (encompassing all proposed jurisdictional areas), and meets other statutory limitations on size and configuration. The area within the City of Astoria proposed for inclusion is 1,388.34 acres or 2.17 square miles and is shown in the attached map. A draft resolution supporting the application is attached to this memorandum. It should be noted that the area proposed for the Enterprise Zone has increased from the figures provided in the prior Council memo. The County Surveyor suggested inclusion of full lots rather than portions of lots which had both dry land and submerged lands. A map illustrating the map changes in Astoria is also attached to this memo.

The City of Astoria will be considering a resolution which would only support the creation of an Enterprise Zone within its' City limits. Should the Astoria City Council not adopt the draft Resolution, creation of the Enterprise Zone within the jurisdictions of unincorporated Clatsop County and City of Warrenton would continue. It should be noted there are portions of the proposed Enterprise Zone located within the City of Astoria that encumber Port of Astoria lands (in addition to properties not in the Port). In order for Port properties located in the City of Astoria to be included within the proposed Enterprise Zone, the City of Astoria would need to adopt a supporting resolution.

As noted earlier, an Enterprise Zone allows for industrial and other qualifying firms making substantial investments an exemption on property taxes attributable to those investments. One of the other qualifying types of developments could be hotels, motels, and destination resorts. Within the draft resolution, these types of developments are proposed to be included.

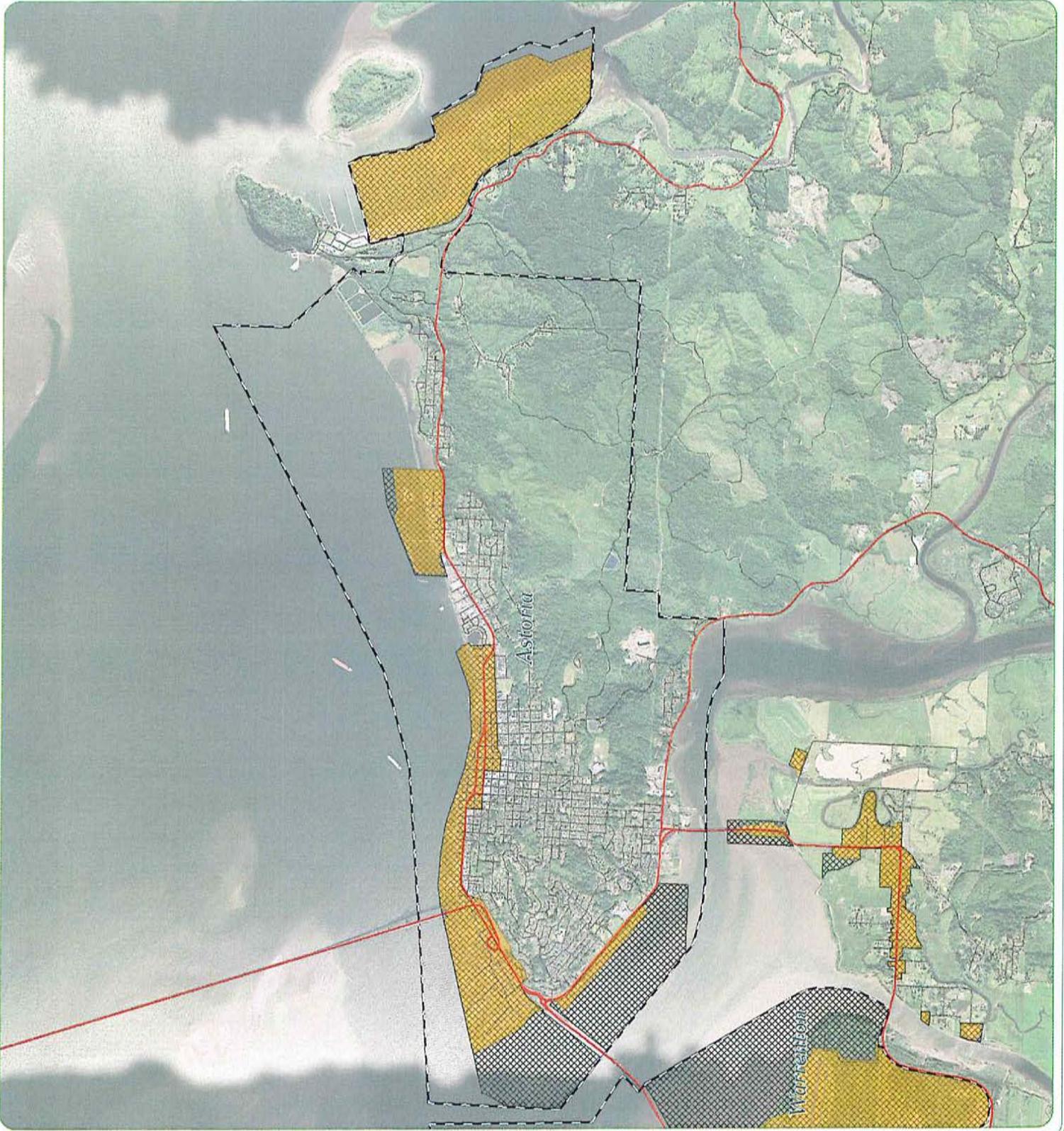
The draft resolution also includes a provision that Clatsop Economic Development Resources (CEDR) be appointed as the Enterprise Zone manager. CEDR represents all of Clatsop County and the City of Astoria is a member. If approved by the Council, an application will be submitted to Business Oregon as outlined in the resolution.

RECOMMENDATION

Should the Astoria City Council wish to establish an Enterprise Zone within the Astoria city limits, it is recommended that Council adopt the attached resolution.

- Clatsop Enterprise Zone - Boundary

- County Boundary
- City Limits
- Enterprise Zone (Previous)
- Enterprise Zone (Final)



Disclaimer: The data was obtained from Clatsop County GIS data. The data is provided by Clatsop County as a courtesy for informational purposes. Clatsop County is not responsible for any errors or omissions in this map.

RESOLUTION NO. 15-_____

**IN THE MATTER OF AUTHORIZING SUBMISSION OF AN APPLICATION
TO THE STATE OF OREGON REQUESTING THE DESIGNATION OF
AN ENTERPRISE ZONE**

WHEREAS, The Oregon Enterprise Zone Act, ORS 285C.045-250, authorizes the designation of Enterprise Zones and provides that property tax abatements and job creation are desirable to stimulate economic development in economically depressed areas;

WHEREAS, the Enterprise Zone ("E-Zone") program allows for industrial and other qualifying firms making substantial capital investments an exemption of 100 percent of real property taxes attributable to the new investment(s) for up to a five-year period;

WHEREAS, Clatsop County, the City of Warrenton, the City of Astoria, and the Port of Astoria are co-sponsoring an application for designation of an enterprise zone within Clatsop County, the City of Warrenton, the City of Astoria, and the Port of Astoria;

WHEREAS, Clatsop County, the City of Warrenton, the City of Astoria, and the Port of Astoria are interested in an enterprise zone to encourage new business investment, job creation, higher incomes for local residents, and greater diversity of economic activity;

WHEREAS, the proposed enterprise zone has a total area of approximately 1,388.34 acres or 2.17 square miles, and meets other statutory limitations on size and configuration as shown in the map attached hereto as Exhibit 1;

WHEREAS, the designation of an enterprise zone does not grant or imply permission to develop land within the E-Zone without complying with prevailing zoning, regulatory and permitting processes and restrictions for applicable jurisdictions; nor does it indicate any intent to modify those processes or restrictions, except as otherwise in accordance with Comprehensive Plans.

NOW, THEREFORE BE IT RESOLVED, that the City of Astoria requests as a co-sponsor of the Clatsop Enterprise Zone, as shown in the map attached hereto as Exhibit 1, be designated by the Director of the Oregon Business Development Department as an enterprise zone pursuant to ORS 285C.065(3);

BE IT FURTHER RESOLVED, that Clatsop County Manager is authorized to submit the enterprise zone application for Clatsop County, the City of Warrenton, the City of Astoria, and the Port of Astoria and to make any substantive or technical changes to the application materials, as necessary, after adoption of this resolution;

BE IT FURTHER RESOLVED, that the City of Astoria will give priority to the use in the proposed enterprise zone, if designated, of any economic development or job training funds received from the federal government, consistent with ORS 285C.065(3)(d);

BE IT FURTHER RESOLVED, that the City of Astoria, as a sponsor of the proposed Clatsop Enterprise Zone, exercises its option herewith under ORS 285C.070 that qualified property of and operated by a qualified business as a hotel, motel or destination resort may receive a property tax exemption in the E-Zone;

BE IT FURTHER RESOLVED, that the City of Astoria will comply with the requirements and provisions of ORS 285C.105 and otherwise fulfill its duties under ORS 285C.050 to 285C.250;

BE IT FURTHER RESOLVED, that the City of Astoria appoints Clatsop Economic Development Resources (CEDR) as enterprise zone manager of the proposed Clatsop E-Zone;

BE IT FURTHER RESOLVED, that the City of Astoria has consulted with local taxing jurisdictions in compliance with ORS 285C.067.

Section 1. Effective Date. This Resolution is effective on the date of its passage.

ADOPTED BY THE CITY COUNCIL THIS 16TH DAY OF MARCH, 2015.

APPROVED BY THE MAYOR THIS 16TH DAY OF MARCH, 2015.

Mayor

ATTEST:

City Manager

ROLL CALL ON ADOPTION	YEA	NAY	ABSENT
Councilor Nemlowill			
Herzig			
Price			
Warr			
Mayor LaMear			



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

**REGULAR AGENDA ITEMS
ITEM 9(b)
RIVERFRONT VISION PLAN UPDATE**

**NO DOCUMENTATION IS INCLUDED
FOR THIS AGENDA ITEM**



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

Date: March 11, 2015

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: **PALMBERG REQUEST TO TRIM TREES ON CITY PROPERTY**

DISCUSSION/ANALYSIS

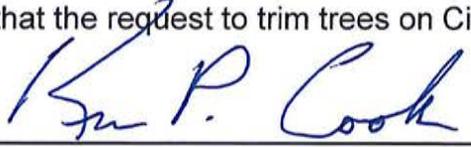
Jason Palmberg, owner of the property at 255 W Grand Ave, has submitted an application for permission to trim trees on City property. The City owned property is to the north of the Palmberg property and includes Tax Lot 10700; Map 80907CD. Mr. Palmberg has obtained all signatures of adjoining property owners. The trees to be trimmed are Spruce and Hemlock and appear to have been trimmed in the past. The applicant will be hiring a tree cutting service, which has a certified arborist on staff, to do the trimming. The trees are located within an Oregon Department of Geology and Mineral Industries landslide complex area. Since the trees are only being topped and no trees are proposed to be removed, a geologic report has not been required of the applicant.

Should City Council agree to approve this request, staff recommends the following conditions:

- 1) Applicant shall employ any erosion control measures required to stabilize all disturbed areas and assure that new growth is fully established.
- 2) Tree height reduction shall be no more than 25%.

RECOMMENDATION

Based on a site visit by City staff, it is recommended that the request to trim trees on City property be approved.

Submitted By 
Ken Cook, Public Works Director

Prepared By 
Jeff Harrington, PE, City Engineer



March 9, 2015

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: **16th STREET CSO SEPARATION – AUTHORIZATION TO BID**

DISCUSSION/ANALYSIS

The upcoming 16th Street Combined Sewer Overflow (CSO) Separation Project primarily consists of the installation of new stormwater pipe within the existing roadway infrastructure in established City rights-of-way. It will include replacing existing water and sewer pipe where construction of the new storm pipe compromises the integrity of the existing infrastructure. Most of the intersections will be rebuilt and many of the intersection ramps will be reconstructed within the project area.

The scope of the project includes construction in the following locations as shown on the attached map:

14th St. from Duane to Lexington
15th St. from Commercial to Irving
15th St. from Jerome to Madison

16th St. from Marine to Lexington
17th St. from Duane to Jerome
18th St. from Exchange to Grand
Jerome from 14th St. to 15th St.

Gibbs & Olson completed the bid documents including design plans and specifications for this project. The engineer's estimate of construction cost is \$5,245,068 plus a 10 percent contingency of \$524,500, which brings the total construction cost to an estimated \$5,769,568. The 100 percent estimated construction cost is higher than the planning level estimate that was used for obtaining funding. A difference is to be expected as details of the project develop through the design process, but there are a couple main items that factor into the increase. The project will rebuild significant road sections beyond the intersections due to pipe alignment and limited remaining road infrastructure to support the trench section. Furthermore, a deep sewer line in 18th St will be slip-lined and a substantial dewatering method will be required for this work based on site investigations and geotechnical borings.

City staff is working with Business Oregon Infrastructure Finance Authority (IFA) on a loan amendment for a Financing Contract increase to the original funding amount of \$5,683,000 to an estimated increased amount of \$6,942,668 (inclusive of grant and loan funds). Included in the funding is a \$525,000 grant. The structure of the IFA financing package requires that the original loan funds be spent first, then the grant funds can be accessed, and then any loan amendment funds would be utilized. Due to this funding structure, the initial cost estimate was

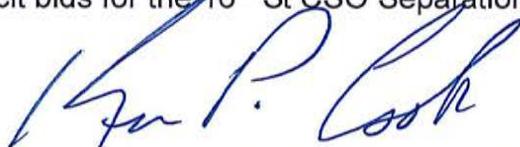
intentionally underestimated slightly so that a funding amendment would be required to take advantage of the full grant amount. The funding amendment amount will be finalized and processed after bids are received and will be presented to Council for approval in conjunction with the construction contract award in May.

Current IFA Low-interest Loan	\$5,158,000
IFA Grant	\$ 525,000
Proposed Loan Amendment	\$1,259,668
TOTAL PROJECT COST	\$6,942,668

Construction of the 16th St CSO Separation Project is expected to begin in mid-May. A public open house for this project will be held on Thursday, March 19th from 5 to 7 pm at Clatsop Community College, Columbia Hall, Room 219. In addition, there is a project webpage on the City website where people can sign up to receive project update emails.

RECOMMENDATION

It is recommended that Council authorize staff to solicit bids for the 16th St CSO Separation project.

Submitted By: 
Ken P. Cook, Public Works Director

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



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

March 10, 2014

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: **16th STREET CSO SEPARATION PROJECT – CONTRACT AMENDMENT FOR ARCHAEOLOGICAL SERVICES**

DISCUSSION/ANALYSIS

The upcoming 16th Street Combined Sewer Overflow (CSO) Separation Project primarily consists of the installation of new stormwater pipe within the existing roadway infrastructure in established City rights-of-way. It will include replacing existing water and sewer pipe where construction of the new storm pipe compromises the integrity of the existing infrastructure. Most of the intersections will be rebuilt and many of the intersection ramps will be reconstructed within the project area.

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

14th St. from Duane to Lexington
15th St. from Commercial to Irving
15th St. from Jerome to Madison

16th St. from Marine to Lexington
17th St. from Duane to Jerome
18th St. from Exchange to Grand
Jerome from 14th St. to 15th St.

As part of the design engineering contract, Gibbs & Olson hired Historical Research Associates (HRA) as a sub-consultant to manage the historic and archaeological aspect of the project. HRA conducted background research and coordinated with the State Historic Preservation Office (SHPO) to better understand the high probability locations for archaeological artifacts. This information was used to establish construction protocols that are being finalized based on SHPO review, and will be a part of the construction contract documents to reduce the risk of costly delays associated with encountering unknown artifacts. Portions of the project are located within the designated Fort Astoria footprint.

During the design effort, geotechnical investigations were performed by Shannon & Wilson to characterize any potential land movement areas and to observe groundwater elevations. Part of these investigations included several borings at various locations on the project site. Archaeological monitoring was performed by HRA during these operations at which time several types of historic materials were discovered and documented following the protocols and direction of SHPO.

Based on the research during the design phase and findings during the geotechnical investigations, SHPO is recommending that HRA (on behalf of the City) prepare and submit a

permit application that is comprehensive for the entire project regarding what may be encountered or uncovered during construction. This comprehensive permit will cover the majority of what is anticipated and could potentially be discovered based on the research and already uncovered items. SHPO does not typically allow this strategy and customarily requires that a permit be prepared and submitted each time something significant is uncovered in the field. Utilizing the comprehensive approach, it will be very beneficial financially to the project by allowing the Contractor to continue work without unnecessary delays whenever a potential artifact is uncovered, and to eliminate the effort to prepare multiple permits during construction.

The effort and cost for preparing this permit application was not anticipated prior to construction because this approach is atypical. Gibbs & Olson is requesting a contract amendment in the amount of \$8,860.00 for the work to prepare and submit the permit to SHPO. This additional work will potentially save tens of thousands of dollars of contractor standby time expenses. To take advantage of this recommended strategy, the permit application needs to be submitted for review to SHPO in March so that the final permit can be issued prior to start of construction in May.

HRA will also be contracted to provide onsite observations during construction in the areas where there is a high likelihood of encountering and uncovering archaeological and historic resources. The City is sensitive to the value and importance of historic resources and will follow the construction protocols established by SHPO to document and potentially preserve materials while limiting the risk of costly project delays associated with these discoveries. A contract amendment with Gibbs & Olson (and HRA as a sub-consultant) for construction services will be prepared and presented to Council at a future meeting prior to or coinciding with construction contract award.

Although this amendment is within the City Manager's spending authority, it is being brought to the Council for consideration because an amendment approved in October 2014 puts the total amendments to this contract over the City Manager's spending authority.

RECOMMENDATION

It is recommended that Council execute a contract amendment with Gibbs & Olson for a total not to exceed amount of \$8,860.00 for additional archaeological services for the 16th St CSO Separation Project.

Submitted By: 
Ken P. Cook, Public Works Director

Prepared By: 
Cindy D. Moore, City Support Engineer

**AMENDMENT 3
SCOPE OF WORK
CITY OF ASTORIA
16TH STREET CSO SEPARATION PROJECT**

PROJECT DESCRIPTION - CONTRACT AMENDMENT #3

This Amendment #3 modifies the Scope of Work and Payment for Archaeological Services for the City of Astoria 16th street CSO Separation Project. This work shall consist of preparing and submitting an Oregon State Archaeological Permit for construction of the 16th Street CSO Separation project.

SUBCONSULTANT UTILIZED

- Historical Research Associates

SCOPE OF WORK

This work shall consist of preparing and submitting an Oregon State Archaeological Permit application conforming to the guidelines of the Oregon State Historic Preservation Office (SHPO) and will, in accordance with the Memorandum of Understanding (MOU) and Inadvertent Discovery Plan (IDP), including provision for recordation of resources; when additional testing may be required; and the protocols if human remains are discovered during construction.

BUDGET

To provide compensation to the Engineer for the additional scope of work, the budget for the Agreement is increased by \$8,860.00 as detailed below.

Engineer V - 6 hours @ \$142/hour	=	\$852.00
Historical Resource Associates	=	\$7,280.00
Gibbs & Olson Administrative Fee @ 10%	=	<u>\$728.00</u>
		\$8,860.00



HISTORICAL
RESEARCH
ASSOCIATES, INC.

Astoria Permitting

Historical Research Associates, Inc. (HRA) is pleased to provide Gibbs and Olson and the City of Astoria (City) with the following Scope of Work for drafting and finalizing an Oregon State Archaeological Permit in advance of construction monitoring of the Astoria Combined Sewer Overflow (CSO) project.

Permit Application

HRA will draft an Oregon State Archaeological Permit application that will provide guidance for any cultural resource discoveries the City may encounter during project actions. The permit will conform to the guidelines of the Oregon State Historic Preservation Office (SHPO) and will, in accordance with the MOU and IDP, include provisions for recordation of resources; when additional testing may be required; and the protocols for the discovery of human remains.

Schedule and Costs

HRA can begin upon Notice to Proceed (NTP). HRA will submit the permit application to SHPO by March 18, 2015 (assuming the City does not want an opportunity to review). HRA anticipates no fewer than 30 days and up to 45 days for SHPO comments and to receive the permit.

HRA will complete the above tasks for \$7,280.

HISTORICAL RESEARCH ASSOCIATES, INC
Amendment 2 Cost Estimate
Astoria CSO - Permitting

Labor Category	Rate	Project Administration		Task 9 Permitting		PROJECT TOTAL	
		Hours	Total	Hours	Total	Hours	Total
Senior Archaeologist - Compass	\$118.00			2	\$236	2	\$236
Project Architectural Historian - Perrin	\$82.00	2	\$164			2	\$164
Project Archaeologist - Punke	\$96.00			30	\$2,880	30	\$2,880
Project Archaeologist - Bialas	\$79.00			30	\$2,370	30	\$2,370
Senior Archaeologist QAQC - Bowden	\$145.00			2	\$290	2	\$290
Research Archaeologist/Graphics - Frazier	\$75.00			10	\$750	10	\$750
Production Asst/Editor	\$75.00			2	\$150	2	\$150
Production Specialist	\$91.00			2	\$182	2	\$182
Office Manager/Clerical	\$56.00	1	\$56			1	\$56
Project Administrator	\$80.00	1	\$80			1	\$80
Computer Support	\$107.00	1	\$107			1	\$107
Labor Subtotal		5	\$407	78	\$6,858	83	\$7,265
Reimbursable Expense	Rate	Units	Total	Units	Total	Units	Total
Shipping / Postage	\$5.00			1	\$5	1	\$5
Report Production	\$0.15			65	\$10	65	\$10
Administrative Fee	5%				\$1		\$1
		Direct Subtotal			\$15		\$15
TASK TOTAL			\$407		\$6,873		\$7,280

Direct Costs are estimates.

*Per diem will be paid according to IRS regulations.

Fiscal review:

Bonnie M. Curtis

Bonnie Curtis

Submitted by:

Natalie Perrin

Natalie Perrin

Project Total

\$7,280

Submitted on

March 2, 2015



March 9, 2015

MEMORANDUM

TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: **AUTHORIZATION TO AWARD – CSO MONITORS**

DISCUSSION/ANALYSIS

The City of Astoria's Combined Sewer Overflow (CSO) Control Program will continue to control overflows to Youngs Bay and the Columbia River through a series of projects over the next 13 years, as required by the Oregon Department of Environmental Quality (DEQ). CSO work to date has controlled overflows at 24 of the City's 38 combined sewer outfalls. Phase 4 of the 5-phase CSO Program is currently underway with design of the 16th St CSO Separation Project, which will control an additional 5 outfalls for a total of 29 controlled outfalls expected by the end of the year.

The City is required by the DEQ to monitor outfalls that have been controlled as a result of CSO projects in order to demonstrate compliance with mandated control requirements. The demonstration of compliance is accomplished through instrumented monitoring of when discharges to outfalls occur and relating any overflows that are observed with corresponding rainfall data. Any overflows that are shown by the data must be explained and justified to the DEQ. If the monitoring instruments continually report inaccurate data or anomalies, the City could potentially be subject to fines and penalties.

In November 2014, Council authorized staff to solicit proposals for the purchase and installation of monitors in the CSO diversion structures. Four proposals were submitted for this project from ADS Environmental Services (ADS); HACH Company (HACH); Terra Hydr, Inc. representing Telog; and Terra Hydr, Inc. representing Isco.

The solicitation for proposals on this project established the following selection criteria, which were considered with the designated weight:

- Suitability, reliability and user-friendliness of proposed monitoring equipment (includes duration of battery life) (50%)
- Estimated cost (30%)
- Project personnel and reference results (15%)
- Installation timeline (5%)

On the basis of the submitted information, it was determined that ADS and HACH were the most responsive proposals. City staff invited these two firms to participate in a 30-day

demonstration period where each firm installed their monitoring equipment in two diversion structures. Evaluation of the demonstration period was based on the following criteria:

- Accuracy and consistency of data when correlated with rainfall data and visual inspections (35%)
- Process for downloading data in a format that is useful for analysis (20%)
- Data display on a regular basis for observing conditions and trends (15%)
- Installation crew's performance including expertise, field adjustments, and professionalism (15%)
- Ease of installation of equipment in a way that allows for general maintenance access (15%)

ADS scored highest on the demonstration evaluation, so a scope and fee has been negotiated for a total not to exceed cost of \$329,408. A phased installation approach is being recommended since only \$200,000 was budgeted for the work in this fiscal year. It is crucial that the City replace the monitors that are providing data for the controlled outfalls to meet regulatory requirements due to the discontinued AT&T 2G cellular service that is causing a disruption in obtaining data from our existing monitors.

It is equally important to invest in monitors for outfalls that have yet to be controlled for scoping of future projects. Monitor data will be used to calibrate the hydraulic/hydrologic model and give our technical experts the best information for developing the most cost effective project scope. The investment in monitors and reliable data can reduce the cost of projects later because they can be appropriately scoped with a less conservative approach since the level of uncertainty will be reduced. Under the phased installation approach, a contract amendment would be presented to Council in the next fiscal year for the balance of the project.

The complete scope, including both phases of the project, will include 41 new monitors for all of the City's CSO diversion structures, 2 spare monitors, 2 flow meters and 3 wireless rain gauge modules. The first phase includes installation of 25 monitors and 3 wireless rain gauges for a not-to-exceed cost of \$199,414. The second phase includes installing the remaining 16 monitors, 2 spare monitors and 2 flow meters for an anticipated cost of \$129,994, which is proposed to be included in the upcoming Fiscal Year budget.

Funds are available in the Public Works Improvement Fund for the first phase of this project.

RECOMMENDATION

It is recommended that Council execute a contract with ADS Environmental Services for a total not to exceed amount of \$199,414.00 for procurement and installation of CSO monitoring equipment.

Submitted By Ken P. Cook (com)
Ken P. Cook, Public Works Director

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

**CITY OF ASTORIA
CONTRACT FOR GOODS AND SERVICES**

CONTRACT:

This Contract, made and entered into this ____ day of _____, 2015 by and between the City of Astoria, a municipal corporation of the State of Oregon, hereinafter called "CITY", and ADS Environmental Services, 4455 South 134th Place, Tukwila, WA 98168 called "CONTRACTOR", duly authorized to do business in Oregon.

WITNESSETH

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

WHEREAS, CONTRACTOR is able and prepared to provide such goods and services as CITY does hereinafter require, under those terms and conditions set forth; now, therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. CONTRACTOR GOODS AND SERVICES

A. CONTRACTOR shall provide goods and services for the City of Astoria's CSO Monitoring Upgrade, as outlined in its Attachments A and B, which by this reference is incorporated herein.

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

C. CONTRACTOR services shall be performed as expeditiously as is consistent with professional skill and the orderly progress of work. All work shall be completed no later than September 15, 2015.

2. COMPENSATION

A. The CITY agrees to pay CONTRACTOR a total not to exceed \$199,414.00 for providing goods and performance of those services provided herein;

B. The CONTRACTOR will submit monthly billings for payment which will be based upon the percentage of work completed in each of the categories listed in the scope of work.

C. CITY certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract.

3. CONTRACTOR IDENTIFICATION

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

4. CITY'S REPRESENTATIVE

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

5. CONTRACTOR'S REPRESENTATIVE

For purposes hereof, the CONTRACTOR'S authorized representative will be Ron Larson, (858)-210-5387

6. CITY'S OBLIGATIONS

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

7. 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 2 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 the CITY, shall not be entitled to benefits of any kind to which an employee of the CITY is entitled and shall be solely responsible for all payments and taxes required by law; and furthermore in the event that 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 offset compensation due, or, to demand repayment of any amounts paid to 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 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 of Astoria 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.

8. CANCELLATION FOR CAUSE

CITY may cancel all or any part of this 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 any 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. CONTRACTOR may likewise cancel all or any part of this contract if CITY breaches any of the terms herein and be therefore entitled to equivalent damages as expressed above for CITY.

9. ACCESS TO RECORDS

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

10. FORCE MAJEURE

Neither CITY nor CONTRACTOR shall be considered in default because of any delays in completion of responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the party so disabled provided the party so disabled shall within ten (10) days from the beginning such delay notify the other party in writing of the causes of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation.

11. NONWAIVER

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

12. ATTORNEY'S FEES

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

13. APPLICABLE LAW

The law of the State of Oregon shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it.

14. CONFLICT BETWEEN TERMS

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

15. INDEMNIFICATION

With regard to Comprehensive General Liability, CONTRACTOR agrees to indemnify and hold harmless the City of Astoria, its Officers, and Employees against and from any and all loss, claims, actions, suits, reasonable defense costs, attorney fees and expenses for or on account of injury, bodily or otherwise to, or death of persons, damage to or destruction of property belonging to city, contractor, or others resulting from or arising out of CONTRACTOR'S negligent acts, errors or omissions in services pursuant to this Agreement. This agreement to indemnify applies whether such claims are meritorious or not; provided, however, that if any such liability, settlements, loss, defense costs or expenses result from the concurrent negligence of CONTRACTOR and The City of Astoria this indemnification and agreement to assume defense costs applies only to the extent of the negligence or alleged negligence of the CONTRACTOR.

With regard to Professional Liability, CONTRACTOR agrees to indemnify and hold harmless the City of Astoria, its Officers and Employees from any and all liability, settlements, loss, reasonable defense costs, attorney fees and expenses arising out of CONTRACTOR'S negligent acts, errors or omissions in service provided pursuant to this Agreement; provided, however, that if any such liability, settlements, loss, defense costs or expenses result from the concurrent negligence of CONTRACTOR and the Client, this indemnification and agreement to assume defense costs applies only to the extent of negligence of CONTRACTOR.

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

16. INSURANCE

Prior to starting work hereunder, CONTRACTOR, at CONTRACTOR'S cost, shall secure and continue to carry during the term of this contract, with an insurance company acceptable to CITY, the following insurance:

A. Commercial General Liability. 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 than \$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. If written in conjunction with Automobile Liability, the combined single limit per occurrence will not be less than \$1,000,000 for each job site or location. Each annual aggregate limited will not be less than 2,000,000.

B. Automobile Liability. 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.

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.

17. CITY'S BUSINESS LICENSE

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

18. WORKMEN'S COMPENSATION

The CONTRACTOR, its subcontractors, if any, and all employers working under this Agreement are either subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers, or are employers that are exempt under ORS 656.126.

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

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.

20. NONDISCRIMINATION

It is the policy of the City of Astoria that no person shall be denied the benefits of or be subject to unlawful discrimination in any City program, service, or activity on the grounds of age, disability, race, religion, color, national origin, sex, sexual orientation, gender identity/expression. Contractor, its employees, agents and subcontractors shall comply with this policy.

21. 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.

22. OVERTIME

Employees shall be paid for overtime work performed under this contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. sections 201 to 209).

23. STANDARD OF CARE

The standard of care applicable to contractor's services will be the degree of skill and diligence normally employed by contractors performing the same or similar services at the time CONTRACTOR'S services are performed. CONTRACTOR will re-perform any services not meeting this standard without additional compensation.

24. NO THIRD PARTY BENEFICIARIES

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

25. SEVERABILITY AND SURVIVAL

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability shall survive termination of this Agreement for any cause.

26. COMPLETE CONTRACT

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

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

Approved as to form:

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

Attorney

BY: _____
Mayor Date

BY: _____
City Manager Date

BY: _____
Contractor Date

Scope of Work Attachment "A"

ADS Environmental Services ("ADS") will supply new equipment and services in support of the City of Astoria, OR (City) CSO Monitoring Upgrade Project. This project will be executed in phases and tasks; these are described as follows:

1) **Mobilization**

- a. Kick-Off Meeting. The purpose of the kick-off meeting is to discuss project scope, establish lines of communication, set milestones, and set the project schedule.
- b. Site Locations. The City in cooperation with ADS will identify/verify location of monitor locations.
- c. Site Investigations. Once the sites are identified, ADS field crews will begin and finish all site investigations. The proposed monitoring locations will be located and descended and verified for hydraulic suitability. ADS will also check for debris in the structure/manhole that could impact data quality; ADS will notify the City of any cleaning requirements.
- d. Site Reports and Detailed Drawings. Upon completion of the investigations, the field supervisor will complete site reports. The site reports will include a map of the general location, physical characteristics and diameters of the proposed monitoring locations, structure/manhole depths, and other comments pertinent to the location such as any special traffic or safety issues. In addition to site reports, ADS will develop and deliver detailed Site Drawings providing accurate physical measurements of the structure/manhole configuration and placement of all monitoring equipment. Site documentation will be in the same format and content as delivered in the ADS demonstration reports dated 2/26/2015, Appendix A: Detailed Drawings/Site Sheets/Photo's.

2) **Hardware and Software:**

- a. *Wireless Monitors*: ADS will supply new **Triton+** meter technology which is our newest meter based on the proven FlowShark Triton model. This is a multiple technology monitor that is flexible enough to collect data from almost every available sensor technology that is used in wastewater applications today. It can be configured as an economical single sensor monitor or a dual sensor monitor. The Triton+ will be equipped with Verizon wireless communication which will allow for remote collection and review of all data. The City will be responsible for all wireless charges. ADS will supply a variety of sensors on this project, and in some locations multiple sensors may be needed to accurately measure depth at these challenging CSO structures.
- b. *Wireless Rain Gauge*: ADS will supply new ADS TB6 Tipping Bucket Rain Gauge units. Our current rain gauge logger the RainAlert uses 2G cellular network, ADS is currently designing a new RainAlert based on the latest 4G modems. ADS will supply the City with a wireless data logger (FlowShark AG) that will collect rain data until the new RainAlert is released. Once we release our new RainAlert, ADS will supply the City with three (3) new RainAlert RTU's outfitted with the latest 3/4G modem.

- c. *Software:* ADS will supply Profile software on this project, the first copy is already installed on a City computer as part of the demonstration project and a second license for the City' reporting on-call consultant, HDR.
- d. *Warranty:* ADS will warranty all equipment delivered for a period of one (1) year per our standard equipment warranty agreement for line items 3 and 5 of Attachment "B" Price List, the warranty will start from receipt of the equipment. For line items 2(a-e) and 4, equipment installed by ADS, the warranty period will start from the date of installation. In addition to the ADS' statutory obligations for Warranty, ADS will replace, at ADS' own cost, any instrument that fails in service more than two times in a single month for the first twelve months of installation.

3) **Start-Up Services**

- a. *Coordination:* ADS will install the system with limited coordination by the City. Limited coordination with the City is assumed to consist of notification of when installation will take place so that suitable plans may be made for, including but not limited to, traffic control, parking restrictions and site preparation if applicable. ADS will be responsible for determining and providing the extent of traffic control required ensuring safe working conditions for the public, ADS and City personnel. Traffic control will be provided by the City. The Contractor shall coordinate all sewer diversion structure entries with City staff. All entries shall be carried out in accordance with City, State and Federal requirements. Contractor shall have a confined space plan and policies that are compliant with OSHA, ADS will supply a 2-man crew for all confined space entries.
- b. *Installation:* Installation of the monitoring equipment will begin once the site reports and locations have been approved by the City. The monitor and sensor cables will be secured to the structure/manhole walls and/or steps in order to allow ready access by personnel. The monitor will be activated and set to take readings at the prescribed intervals. Field crews will take manual depth readings with a ruler in order to confirm the monitor is collecting accurate data based on the actual existing hydraulic conditions at each location. Rain Gauges will also be installed throughout the City at locations identified by the City.

4) **Implementation Plan**

ADS understands the City intends to execute this project in two phases due to funding the project over two fiscal budgets. Phase 1 will include supply equipment, installation and commissioning of a minimum of 24 high priority CSO locations to a maximum of 28 CSO locations depending upon the required sensor(s) configuration at each location, ADS will also install the Rain Gauges in Phase 1. Phase 1 will not to exceed \$200,000.00 for fiscal year 2014/15.

The second phase will begin in fiscal year 2015/16 to include an additional mobilization fee to complete installations and commissioning of the remaining CSO locations, for a project total of 41 CSO Chambers outfitted with a Triton+ monitors and the appropriate sensor(s) as approved by the City. ADS will deliver the remaining equipment, two spare CSO monitors and two Area Velocity flow meters.

- a. *Phase 1 – Visit 1:* The ADS Project Manager and Field Supervisor will attend a kick-off meeting and complete site assessments at all 41 CSO locations. After all sites assessment are reviewed by the ASD project team a preliminary equipment list for each CSO location will be submitted to the City for review, comments and authorization to proceed for ADS to start installations for Phase 1. ADS will submit a revised fee schedule based upon the approved monitoring and site assessment sheets for both Phase 1 and 2.
- b. *Phase 1 – Visit 2:* ADS will begin and finish installation of the Phase 1 monitors during this visit. For the duration of this visit the Data Analyst will be reviewing data sets from the installed monitors throughout this visit, the ADS project team will develop corrective actions for locations exhibiting poor data quality due to each structures unique hydraulic conditions and physical configuration. The ADS field crew(s) will return to these sites and to make any adjustments necessary to optimize each monitoring location.
- c. *Phase 1 – Remote Monitoring:* During the period between Phase 1 and Phase 2, the ADS project team will review the monitors installed in Phase 1 for data quality issues and will make adjustments remotely as necessary. For sites that cannot be tuned remotely by ADS, a work-order will be issued for each site and field work will be scheduled for Phase 2 – Visit 1 to make any adjustments necessary to optimize each monitoring location.
- d. *Phase 2 – Visit 1:* Once authorized by the City, ADS will begin the installations for the remaining CSO structures outfitted with Triton+ monitors. During this installation period, similar to Phase 1 – Visit 2, the Data Analyst will be reviewing data sets as they are being installed and work orders will be issued for field crew(s) to make necessary adjustments during this visit. ADS field crew(s) will revisit sites that were installed in Phase 1 that work-orders were issued and make any adjustments necessary to optimize each monitoring location.
- e. *Phase 2 – Remote Monitoring:* During the period between Phase 2 – Visit 1 & 2, the ADS project team will review the monitors installed in Phase 1 and Phase 2 for data quality issues and will make adjustments remotely as necessary. For sites that cannot be tuned remotely by ADS, a work-order will be issued for each site and field work will be scheduled and completed in Phase 2 – Visit 2 to remedy any outstanding problems.
- f. *Phase 2 – Visit 2:* ADS will mobilize and make final equipment/software adjustment to CSO structures that work-orders were issued. It is anticipated that this will be the final visit by ADS field crew(s) and the network will be transitioned to the City for routine maintenance.

5) Preliminary Schedule

Below is a preliminary schedule based upon Notice to Proceed and Executed Contract between the City of Astoria and ADS LLC.

City Council Approves ADS Contract	March 16 th , 2015
Phase 1 – Visit 1: Kick-Off Meeting and Complete Site Assessments	Week of March 23 rd .
Phase 1 – Visit 2: Phase 1 Installations	Week of April 13 th .
Phase 2 – Visit 1: Phase 2 Installations	July 2015
Phase 2 – Visit 2: Final Adjustments and Network Transition	September 2015

6) City of Astoria, OR Responsibilities:

The City Astoria will perform the following functions in connection with this Project:

- a. Access to the site of work with sufficient area for placement of personnel and equipment, including all right-of-way and ramps, if required. This includes, but is not limited to exposing structure/manholes and clearing easements.
- b. Pay all local licenses and permits fees.
- c. Assist in obtaining and complying with any special permits.
- d. If sewer line/structure is dirty and/or debris, ensure that selected sites have been jet cleaned to minimize hydraulic deficiencies or select an alternate location if applicable.
- e. Any known information concerning bypasses, overflows, base flows, critical surcharge areas, and maintenance habits.

Item No	Item Description	Unit	Unit Price	Phase 1. Fiscal Year 2014/2015		Phase 2. Fiscal Year 2015/2016	
				Qty.	Total	Qty.	Total
1	Kick-off Meeting, Site Assessments, and Detailed Drawings at 41 CSO Locations	LS	\$ 20,956.00	1	\$ 20,956.00	0	\$ -
2a	ADS Turn Key Installation Services	EA	\$ 1,000.00	25	\$ 25,000.00	16	\$ 16,000.00
2b	Triton+ Wireless Verizon A/V Flow Meter With Hanger, Mounting Bracket and Antenna	EA	\$ 4,464.00	25	\$ 111,600.00	16	\$ 71,424.00
2c	Surface Velocity Sensor, Downlooking Ultrasonic and Pressure Sensor.	EA	\$ 1,983.00	25	\$ 49,575.00	16	\$ 31,728.00
2d	CS5 Dowlooking Ultrasonic Level Only Sensor	EA	\$ 1,162.00		\$ -		\$ -
2e	CS4 Peak Combo A/V Sensor	EA	\$ 1,499.00		\$ -		\$ -
3	Long-term depth monitoring equipment (not installed): ADS Triton+ with CS5 Sensor (2d)	EA	\$ 5,626.00	0	\$ -	2	\$ 11,252.00
4	Rain Gauges: ADS TB 6 Tipping Buckets, Wireless Datalogger and Installation	EA	\$ 4,016.00	3	\$ 12,048.00	0	\$ -
5	Flow Meters: ADS Triton+ Wireless Monitor with CS4 A/V Sensor	EA	\$ 6,139.00	0	\$ -	2	\$ 12,278.00
6	Software (2 Copies of Profile)	LS	\$ 2,070.00	1	\$ 2,070.00	0	\$ -
7	Operation & Maintenance Manuals	LS	\$ 75.00	0	\$ -	1	\$ 75.00
8	Credit for existing monitors	EA	\$ (1,000.00)	25	\$ (25,000.00)	17	\$ (17,000.00)
9	Phase 2 Field Crew Mobilization	LS	\$ -	0	\$ -	1	\$ 2,500.00
10	Shipping	LS	\$ 4,902.00	1	\$ 3,165.00	1	\$ 1,737.00
Phase Total Cost:				\$	199,414.00	\$	129,994.00

Estimated Project Cost: Phase 1 + Phase 2 = \$ 329,408.00

Item No	As Needed - ADS Hourly Rate Schedule	Unit	Unit Price
11	ADS Data Analyst	HR	\$ 140.00
12	*Field Supervisor	HR	\$ 211.00
13	*Field Crew / 8 Hour Minimum	HR	\$ 382.00
14	Sr. Engineer	HR	\$ 270.00
15	** 8 Hour On-Site ADS Field Crew Service Call	LS	\$ 4,997.00

* Field Supervisor and Field Crew hourly rate starts at the time of leaving our Seattle office and ends once they arrive back at our Seattle office.

** Includes all travel time and expenses mobilizing from our Seattle office.

Notes:

- 1) Applicable prevailing wage applies to Field Crew/Field Supervisor hourly rate.
- 2) Depending upon each CSO structure configuration and hydraulics, the number and type of sensors cannot be determined at this time thus the project total dollar amount will change throughout the project. ADS will update the City staff on a regular basis the sensor configuration at each location, revised pricing, and get approval of any changes to this cost estimate.



March 6, 2015

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: **11TH STREET CSO SEPARATION PROJECT CLOSEOUT- RECONCILIATION PAY ADJUSTMENT**

DISCUSSION/ANALYSIS

On March 13, 2013, Council awarded a construction contract to Tapani, Inc. in the amount of \$5,717,177.00 for the construction of the 11th St CSO Separation Project. The project was substantially complete in July 2014. Since then, Tapani has been working on completing final punch list items and correction period work. All work associated with the project was completed two weeks ago, so project closeout paperwork is being processed. An accounting pay adjustment is required in order to reconcile the bid item quantities from estimated quantities to actual quantities.

There were a number of pay adjustments that were authorized during construction to address change of conditions and unforeseen conditions on this project. A pay adjustment was authorized by Council in July 2014 that was expected to be the final pay adjustment; however, an adjustment due to bid item reconciliation was not considered at that time since work tasks were still being performed and closeout paperwork could not be completed. On every project, a final accounting of bid items is done during funding closeout and the reconciliation can result in either a decrease or increase to the original bid amount. The 11th St CSO Separation Project had over 100 bid items that were reconciled during this process, which resulted in an increase to the project of \$31,390.48. Since the resulting reconciliation necessitates an increase to the original bid amount then Council authorization is required to complete this accounting activity.

The reconciliation pay adjustment amount of \$31,390.48 is only 0.5% of the construction project cost. To date, inclusive of the pay adjustment requested in this memo, total change orders amount to 12% of the total construction project cost. This is well below the staff recommended and Council approved 15% contingency on this project. The total amount paid to Tapani, including this pay adjustment, will be \$6,408,041.94

Total project cost including permits, engineering, construction and construction inspection and management is \$7,345,532, which is \$628,158 less than the budgeted funding amount.

IFA Low-interest Loan	\$ 7,373,690
IFA Grant	\$ 500,000
ODOT Quick Fix Grant	\$ 100,000
TOTAL FUNDING	\$ 7,973,690
TOTAL PROJECT COST	\$ 7,345,532

RECOMMENDATION

It is recommended that Council approve the pay adjustment for the 11th St CSO Separation Project to reconcile bid item quantities in the amount of \$31,390.48.

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

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



Astoria
ENGINEERING
DIVISION

CHANGE ORDER #9

DATE: March 16, 2014
PROJECT: 11th St CSO Separation
CONTRACTOR: Tapani, Inc.

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

Item	Description	Quantity	Unit Cost	Total Cost
	Reconciliation of initial contract bid items (see attached)	1 LS	\$31,390.48	\$31,390.48
			Change Order Total =	\$31,390.48

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

EXPLANATION:

See attached documentation.

CHANGE ORDER ACCEPTED BY:

City Support Engineer Date

Public Works Director Date

City Manager Date

Mayor Date

City of Astoria

Change Order

Page 1 of 1

Contract Change Order No. 9 - Final Contract
Amount Reconciliation

Contract Name 11th Street CSO Separation Project Orig. Contract Amt. \$ 5,717,177.00 Days
 Contract No. 560736 Prev. Appvd. Changes \$ 659,473.88 Days
 Contractor Tapani, Inc. This Change \$ 31,390.48 Days
 Owner City of Astoria Revised Contract Amt. \$ 6,408,041.36 Days

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

Description of Changes	Increase in Contract Amount (\$)	(Decrease) in Contract Amount (\$)	Contract Time Extension (days)
Reconciliation of Initial Contract Amount (\$5,717,177.00) based on estimated quantities to final Contract Amount (\$5,657,371.92) based on actual quantities (1.05% decrease).		\$59,805.08	
Increase in Change Order No. 4 based on estimated quantities (7990 SY - \$349,962.50) to final quantities (10074.47 SY - \$440,758.06)	\$91,195.56		
Totals	\$91,195.56	\$59,805.08	
Net change in contract amount increase or (decrease)	\$31,390.48		

The amount of the contract will be increased (decreased) by the sum of \$ 31,390.48 and the contract time shall be extended by -0- calendar days. The undersigned Contractor approves the foregoing Change Order as to the changes, if any, in the contract price specified for each item including any and all supervision costs and other miscellaneous costs relating to the change in work, and as to the extension of time allowed, if any, for completion of the entire work on account of said Change Order. The Contractor agrees to furnish all labor and materials and perform all other necessary work, inclusive of the directly or indirectly related to the approved time extension, required to complete the Change order items. This document will become a supplement of the contract and all provisions will apply hereto. It is understood that the Change Order shall be effective when approved by the Owner.

Recommended: Bob Jorish /Construction Manager Date: 03 March 2015
 (Signature)
 Accepted: [Signature] /Contractor Date: 3/4/2015
 (Signature)
 Approved: _____ /Owner Date: _____
 (Signature)



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

**REGULAR AGENDA ITEMS
ITEM 9(h)
CITY COUNCIL RULES**

**NO DOCUMENTATION IS INCLUDED
FOR THIS AGENDA ITEM**



CITY OF ASTORIA
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EXECUTIVE SESSION

ITEM 11(a)

ORS 192.660(2(h)) – LEGAL COUNSEL

**NO DOCUMENTATION IS INCLUDED
FOR THIS AGENDA ITEM**
