



AGENDA

ASTORIA CITY COUNCIL

January 5, 2015

7:00 p.m.

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

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **OATHS OF OFFICE**
 - (a) Mayor Arline LaMear
 - (b) Councilor Zetty Nemlowill, Ward 1
 - (c) Councilor Cindy Price, Ward 3
 - (d) Police Chief Brad Johnston
 - (e) Sergeant Chris McNeary
4. **REPORTS OF COUNCILORS**
5. **CHANGES TO AGENDA**
6. **PRESENTATIONS**
 - (a) Ford Family Foundation Teen Center Project (Parks)
7. **CONSENT CALENDAR**

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

 - (a) Boards and Commissions Minutes
 - (1) Library Board Meeting of 12/2/14
 - (b) Resolution Designating Signators for the City of Astoria (Finance)
8. **REGULAR AGENDA ITEMS**
 - (a) Liquor License Application from Clemente's Seafood LLC., Gordon and Lisa Clement, Located at 175 14th Street, Astoria for a Change of Location for a Full On-Premises Sales Commercial Establishment License (Finance)
 - (b) Estate of Ruth Jensen – Contribution to Furnishing the Children's Room of the Renovated/Updated Astoria Library and Resolution Creating the Library Renovation Fund (Library)
 - (c) Authorization to Bid Astoria Senior Center Renovation Project (City Manager)
 - (d) Request from W. Louis and Mary Ann Larson to Trim Trees on City Property (Public Works)
 - (e) Authorization to Award Contract for Installation of Roofing on Shively Hall (Parks)
 - (f) Ordinance Readopting Certain State Statutes to Reflect Changes Made by the 2014 Oregon Legislature (1st reading) (City Attorney/City Manager)

9. **NEW BUSINESS & MISCELLANEOUS, PUBLIC COMMENTS (NON-AGENDA)**
- (a) Election of City Council President
 - (b) City Council FY 2015-16 Goal Setting Session

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

December 31, 2014

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: ASTORIA CITY COUNCIL MEETING OF JANUARY 5, 2015

OATHS OF OFFICE

Item 3(a) Mayor Arline LaMear

The Oath of Office will be administered to Mayor Arline LaMear who was elected to a four year term.

Item 3(b) Ward 1 Councilor Zetty Nemlowill

The Oath of Office will be administered to Councilor Zetty Nemlowill who was elected to a four year term for Ward 1.

Item 3(c) Ward 3 Councilor Cindy Price

The Oath of Office will be administered to Councilor Cindy Price who was elected to a four year term for Ward 3.

Item 3(d) Chief of Police Brad Johnston

The Oath of Office will be administered to new Chief of Police Brad Johnston.

Item 3(e) Sergeant Chris McNeary

The Oath of Office will be administered to new Police Department Sergeant Chris McNeary.

PRESENTATIONS

Item 6(a): Ford Family Foundation Teen Center Project (Parks)

The Ford Family Foundation's Lower Columbia River Cohort 3 has received a grant to update the Teen Center located within the Astoria Recreation Center. The

project budget is \$12,000 and has consisted of redesigning and purchasing equipment as well as constructing a half-court basketball court on the premises that will provide local youth a safe and supervised location to gather and socialize within our community.

CONSENT CALENDAR

Item 7(a): Boards and Commissions Minutes

The minutes of the Library Board meeting of December 2, 2014 are enclosed. Unless there are any questions or comments regarding the contents of these minutes, they are presented for information only.

Item 7(b): Resolution Designating Signators for the City of Astoria (Finance)

The persons authorized by the City Council to sign checks and other bank withdrawal instruments on behalf of the City are designated by resolution. The attached resolution removes former Mayor Willis L. Van Dusen as an authorized signer for bank transactions and adds current Mayor Arline LaMear. It is recommended that the City Council consider this resolution for adoption.

REGULAR AGENDA ITEMS

Item 8(a): Liquor License Application from Clemente's Seafood LLC., Gordon and Lisa Clement, Located at 175 14th Street, Astoria for a Change of Location for a Full On-Premises Sales Commercial Establishment License (Finance)

A liquor license application has been filed by Clemente's Seafood LLC doing business as Clemente's Café located at 175 14th Street, Astoria. The application is a Change of Location for an existing Full On-Premises Sales Commercial Establishment License. The appropriate departments have reviewed the application and it is recommended that Council consider approval.

Item 8(b): Estate of Ruth Jensen – Contribution to Furnishing the Children's Room of the Renovated/Updated Astoria Library and Resolution Creating the Library Renovation Fund (Library)

On January 6, 2014, the Astoria City Council and the Astoria Library Advisory Board held a joint work session after which Council voted to accept The Astoria Library Renovation Report, Part One. In December of 2014, the Astoria Library received a check from the Estate of Ruth Jensen in the amount of \$7,400. Her daughters, Laurie Turner and Susan McClure, asked that these funds be the first funds to be earmarked for furnishing the children's area in the renovated library and provide a seed for other donations. City Attorney Henningsgaard has recommended that a dedicated renovation fund is needed for this and future donations for the renovation of the library. A resolution is attached that establishes the Library Renovation Fund. It is recommended that Council adopt the attached

resolution to establish the Library Renovation Fund and accept the donation of \$7,400 for furnishing the children's area in the renovated library as the first deposit to the fund.

Item 8(c): Authorization to Bid Astoria Senior Center Renovation Project (City Manager)

In April of 2013, the City of Astoria received a \$1.5 million Community Development Block Grant (CDBG) to renovate the Astoria Senior Center. The Senior Center Board of Directors and its patrons have committed an additional \$95,000 in funding to augment the overall project budget. A decision to delay the bidding process was made by the City Council in June 2014. This was done to take full advantage of seeking bids based a preferable bid climate during the winter months rather than at the height of the construction in the summer months. The anticipated outcome is to receive more competitive (lower) bid outcomes.

City staff and the project consultants have essentially completed all the bid documents for the Astoria Senior Center Renovation Project. The bid solicitation documents will be issued, pending authorization by the City Council, in early January with bids due in the latter part of February. Following review of the solicited project bids, the Council will be asked to provide approval to enter into a contract with the selected qualified low bid general contractor. It is anticipated that a contract for construction will be brought to City Council for consideration in March. Construction is anticipated to begin in March with substantial completion scheduled for late August 2015. It is recommended that the City Council authorize staff to solicit bids for the Astoria Senior Center Renovation Project.

Item 8(d): Request from W. Louis and Mary Ann Larson to Trim Trees on City Property (Public Works)

W. Louis and Mary Ann Larson, residing at 2907 Irving Avenue, have submitted an application to trim trees on City property. The City owned property is to the north of the Larson's property and includes Tax Lot 18300; Map 80909CA. Mr. Larson has obtained all signatures of adjoining property owners. The trees to be trimmed are primarily Big Leaf Maples and appear to have been trimmed in the past. This lot is within a hundred feet of a known slide zone. In May of 2011, an adjacent property owner had a geological evaluation of the City owned lot adjacent to this one for tree trimming. Staff confirmed with Horning Geosciences, that the 2011 report would also be applicable to the current proposal. Staff is requiring that no trees be removed or root systems damaged therefore preserving tree root strength. The applicant has had a certified arborist review the proposed activity. Based on the reports provided, and from a technical standpoint, staff does not see any reason why the tree trimming should not be allowed. Based on the analyses provided by the professional consultants representing the applicant, and staff's visit to the site, it is recommended that the request to trim trees on City property be approved.

Item 8(e): Authorization to Award Contract for Installation of Roofing on Shively Hall (Parks)

Shively Hall is in need of a new roof. The roof is currently in disrepair and leaking, causing damage to the ceiling panels and promoting mold growth throughout the building. Staff has solicited three quotes for the removal of the existing roofing and the installation of new 30 year roofing. It is recommended that the City Council award a contract to the lowest bidder, Weather Guard Inc., in the amount of \$9,230 for the removal of existing roofing and installation of new 30 year roofing on Shively Hall. There are sufficient funds in Capital Improvement Fund to cover the purchase.

Item 8(f): Ordinance Readopting Certain State Statutes to Reflect Changes Made by the 2014 Oregon Legislature (1st reading) (City Attorney/City Manager)

Enclosed is an ordinance implementing "global" readoption of various Oregon Revised Statutes that appear throughout the Astoria City Code. It is recommended that Council conduct the first reading of this ordinance.

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

Item 9(a): Election of City Council President

The City Council will elect a President to serve for the 2015 calendar year.

Item 9(b): City Council FY 2015-16 Goal Setting Session

A date of January 23, 2015 has been established for the Fiscal Year 2015-16 goal setting session. If the Council desires, the City Council Chambers would be available for that session.



CITY OF ASTORIA
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**NO DOCUMENTATION IS INCLUDED
FOR THIS AGENDA ITEM**



CITY OF ASTORIA
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FOR THIS AGENDA ITEM**



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

Astoria Library Board Meeting
Astoria Public Library
December 2, 2014
5:30 pm.

Present: Library Board members David Oser, Susan Brooks, Kate Summers, and one vacancy. Staff Library Director Jane Tucker and ALFA President Steve Emmons.

Excused: Arline LaMear

Absent: None

Call to Order: Chairman David Oser called the meeting to order at 5:30 pm.

Approval of Agenda: The agenda was approved with the removal of New Business Item 8(a): Election of Officers. Chairman Oser believed it would be best to have the entire Board present for the election.

Approval of Minutes: The minutes of October 28, 2014 was approved as presented.

Renovation Update:

Item 4(a): Foundation Update

Kiwanis donated \$1,000 to the Foundation, which will be used to establish the 501(c)(3) and pay the filing fee. Steve Emmons requested a meeting with Foundation Board members to discuss how lifetime ALFA members could support the capital campaign. Kate Summers volunteered to administer the Foundation's Facebook page.

Item 4(b): Renovation Committee Update

The Committee had not met since the last Library Board meeting, so there was no new update. At the next meeting, on Thursday, December 4, 2014 at 5:30 pm, the Committee would create their vision statement.

Item 4(c): Staff Reports – No reports.

Board Reports:

Item 5(a): Reports of Community Presentations

Chairman Oser met with Pam Lum to discuss Foundation sponsorship by Toyota. He will meet with Steve Forrester, Owner/Editor of the *Daily Astorian*, on December 3rd.

Library Director's Report:

Director Tucker reported that on November 14th, Staff attended a presentation on personal safety. After the presentation, she followed up with Staff and discussed their safety concerns with Police Chief Johnston. The Police Department and Library Staff have begun working together, sharing incident reports and conducting walkthroughs, to create a more secure environment at the library. The Police Department will do a safety assessment of the library building in January. The Library Board and Staff discussed current safety and security issues at the library, and steps Staff is taking to mitigate problems.

Update on ALFA Activities:

Steve Emmons reported that there would be no meeting in December. At their next meeting on January 27, 2015, ALFA will conduct election of officers, discuss their annual celebration, and discuss changing their name to Friends of the Astoria Public Library. He did not plan to run for a second term as President and hoped to continue to serve as a member at large.

The Library Board and Staff discussed the possibility of scheduling a joint meeting of the ALFA Board, the Library Foundation, and Library Board. ALFA's by-laws state their annual meeting must be scheduled during the first quarter of the year.

New Business:

Item 8(a): Election of Officers – This item was removed from the agenda.

Old Business:

Item 9(a): Review of OLA Public Library Standards

The Library Board and Staff reviewed and discussed new standards for library materials, which standards the library was and was not currently in compliance with, and steps the library was taking or could take when they undertake a new strategic plan.

Steve Emmons excused himself from the meeting at 6:21 pm.

Public Comments: There were none.

Items for Next Meeting's Agenda:

Adjournment: There being no further business, the meeting was adjourned at 6:37 pm.

Respectfully submitted,


Paula Pinyerd, ABC Transcription Services, Inc.



CITY OF ASTORIA
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December 23, 2014

MEMORANDUM

TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: RESOLUTION DESIGNATING AUTHORIZED SIGNERS

DISCUSSION/ANALYSIS

The persons authorized by the City Council to sign checks and other bank withdrawal instruments on behalf of the City are designated by resolution. The attached resolution removes former Mayor Willis L. Van Dusen as an authorized signer for bank transactions and adds current Mayor Arline LaMear

RECOMMENDATION

It is recommended that the City Council consider this resolution for adoption.

RESOLUTION NO.15-_____

A RESOLUTION AUTHORIZING THE FOLLOWING PERSONS TO SIGN FOR THE WITHDRAWAL OF MONEY FROM AUTHORIZED DEPOSITORIES OF THE CITY OF ASTORIA.

BE IT RESOLVED BY THE CITY OF ASTORIA:

Section 1. That the following persons are authorized to sign for the withdrawal of funds from all City depositories:

_____ R. Brett Estes City Manager

_____ Julie Yuill Executive Secretary

_____ Arline LaMear Mayor

Section 2. A stamped signature for Arline LaMear and/or Brett Estes is acceptable.

Section 3. Repeal of Resolution. Resolution No. 14-19 is hereby repealed.

Section 4. Effective Date. This Resolution is effective on the date of its passage.

ADOPTED BY THE CITY COUNCIL THIS 5TH DAY OF JANUARY, 2015.

APPROVED BY THE MAYOR THIS 5TH DAY OF JANUARY, 2015.

Mayor

ATTEST:

City Manager


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



CITY OF ASTORIA
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December 26, 2014

MEMORANDUM

TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: LIQUOR LICENSE APPLICATION

Discussion & Analysis

A liquor license application has been filed by Clemente's Seafood LLC doing business as Clemente's Cafe. The application is a Change of Location for an existing Full On-Premises Sales Commercial Establishment License. The new site is located at 175 14th Street, Astoria and this application will be considered at the January 5, 2015 meeting. The former location was 1198 Commercial Street, Astoria. A copy of the application is attached.

The appropriate departments have reviewed the application. No objections to approval were noted.

Recommendation

Staff recommends that the City Council consider this application for approval.

Respectfully submitted,



Sue Dohaniuk, Operations Supervisor
Finance Department



OREGON LIQUOR CONTROL COMMISSION
LIQUOR LICENSE APPLICATION

ORIGINAL

Application is being made for:

<p>LICENSE TYPES</p> <input checked="" type="checkbox"/> Full On-Premises Sales (\$402.60/yr) <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Commercial Establishment <input type="checkbox"/> Caterer <input type="checkbox"/> Passenger Carrier <input type="checkbox"/> Other Public Location <input type="checkbox"/> Private Club <input type="checkbox"/> Limited On-Premises Sales (\$202.60/yr) <input type="checkbox"/> Off-Premises Sales (\$100/yr) <ul style="list-style-type: none"> <input type="checkbox"/> with Fuel Pumps <input type="checkbox"/> Brewery Public House (\$252.60) <input type="checkbox"/> Winery (\$250/yr) <input type="checkbox"/> Other: _____	<p>ACTIONS</p> <input type="checkbox"/> Change Ownership <input type="checkbox"/> New Outlet <input type="checkbox"/> Greater Privilege <input type="checkbox"/> Additional Privilege <input checked="" type="checkbox"/> Other <u>Change of Location</u>
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90-DAY AUTHORITY
 Check here if you are applying for a change of ownership at a business that has a current liquor license, or if you are applying for an Off-Premises Sales license and are requesting a 90-Day Temporary Authority

APPLYING AS:
 Limited Partnership Corporation Limited Liability Company Individuals

CITY AND COUNTY USE ONLY

Date application received: 12-9-14

The City Council or County Commission:
City of Astoria
(name of city or county)

recommends that this license be:
 Granted Denied

By: _____ (signature) _____ (date)
 Name: Brett Estes
 Title: City Manager

OLCC USE ONLY

Application Rec'd by: CO

Date: 12/5/14

90-day authority: Yes No

- Entity or Individuals applying for the license: [See SECTION 1 of the Guide]
 - ① Clemente's Seafood LLC
 - ② Lisa J. Clement
- Trade Name (dba): Clemente's Cafe
- Business Location: 175 14th Street Astoria Clatsop Oregon 97103
(number, street, rural route) (city) (county) (state) (ZIP code)
- Business Mailing Address: P.O. Box 1359 Astoria Oregon 97103
(PO box, number, street, rural route) (city) (state) (ZIP code)
- Business Numbers: 503-325-1067 (phone) _____ (fax)
- Is the business at this location currently licensed by OLCC? Yes No
- If yes to whom: _____ Type of License: _____
- Former Business Name: _____
- Will you have a manager? Yes No Name: _____
(manager must fill out an Individual History form)
- What is the local governing body where your business is located? Astoria, Oregon Clatsop County
(name of city or county)
- Contact person for this application: Lisa J. Clement 503-298-0897 503-325-4359
(name) (phone number(s))
1840 S.E. 3rd Street clementesseafood@aol.com
(address) (fax number) (e-mail address)

I understand that if my answers are not true and complete, the OLCC may deny my license application.

Applicant(s) Signature(s) and Date:

① Lisa J. Clement Date 11/24/14

② John Clement Date _____



OREGON LIQUOR CONTROL COMMISSION BUSINESS INFORMATION

Please Print or Type

Applicant Name: Clementes Seafood LLC - Lisa J. Clement Phone: 503-325-1067

Trade Name (dba): Clemente's Cafe

Business Location Address: 175 14th Street

City: Astoria

ZIP Code: 97103

DAYS AND HOURS OF OPERATION

Business Hours:

Sunday	<u>11AM</u> to <u>3pm</u>
Monday	<u> </u> to <u> </u>
Tuesday	<u>11AM</u> to <u>9pm</u>
Wednesday	<u>11AM</u> to <u>9pm</u>
Thursday	<u>11AM</u> to <u>9pm</u>
Friday	<u>11AM</u> to <u>11pm</u>
Saturday	<u>11AM</u> to <u>11pm</u>

Outdoor Area Hours:

Sunday	<u>11AM</u> to <u>3pm</u>
Monday	<u> </u> to <u> </u>
Tuesday	<u>11AM</u> to <u>9pm</u>
Wednesday	<u>11AM</u> to <u>9pm</u>
Thursday	<u>11AM</u> to <u>9pm</u>
Friday	<u>11AM</u> to <u>9pm</u>
Saturday	<u>11AM</u> to <u>9pm</u>

The outdoor area is used for:

- Food service Hours: 11AM to 9pm
- Alcohol service Hours: 11AM to 9pm
- Enclosed, how _____

The exterior area is adequately viewed and/or supervised by Service Permittees.

(Investigator's Initials)

Seasonal Variations: Yes No If yes, explain: Outdoor area may not be open in winter months.

ENTERTAINMENT

Check all that apply:

- | | |
|--------------------------------------------|-------------------------------------------------|
| <input type="checkbox"/> Live Music | <input type="checkbox"/> Karaoke <u>N/A</u> |
| <input type="checkbox"/> Recorded Music | <input type="checkbox"/> Coin-operated Games |
| <input type="checkbox"/> DJ Music | <input type="checkbox"/> Video Lottery Machines |
| <input type="checkbox"/> Dancing | <input type="checkbox"/> Social Gaming |
| <input type="checkbox"/> Nude Entertainers | <input type="checkbox"/> Pool Tables |
| | <input type="checkbox"/> Other: _____ |

DAYS & HOURS OF LIVE OR DJ MUSIC

N/A

Sunday	_____ to _____
Monday	_____ to _____
Tuesday	_____ to _____
Wednesday	_____ to _____
Thursday	_____ to _____
Friday	_____ to _____
Saturday	_____ to _____

SEATING COUNT

Restaurant: 30 Outdoor: 10

Lounge: 13 Other (explain): _____

Banquet: _____ Total Seating: 59

OLCC USE ONLY

Investigator Verified Seating: ____ (Y) ____ (N)

Investigator Initials: _____

Date: _____

I understand if my answers are not true and complete, the OLCC may deny my license application.

Applicant Signature: Lisa J. Clement

Date: 12/1/14

1-800-452-OLCC (6522)

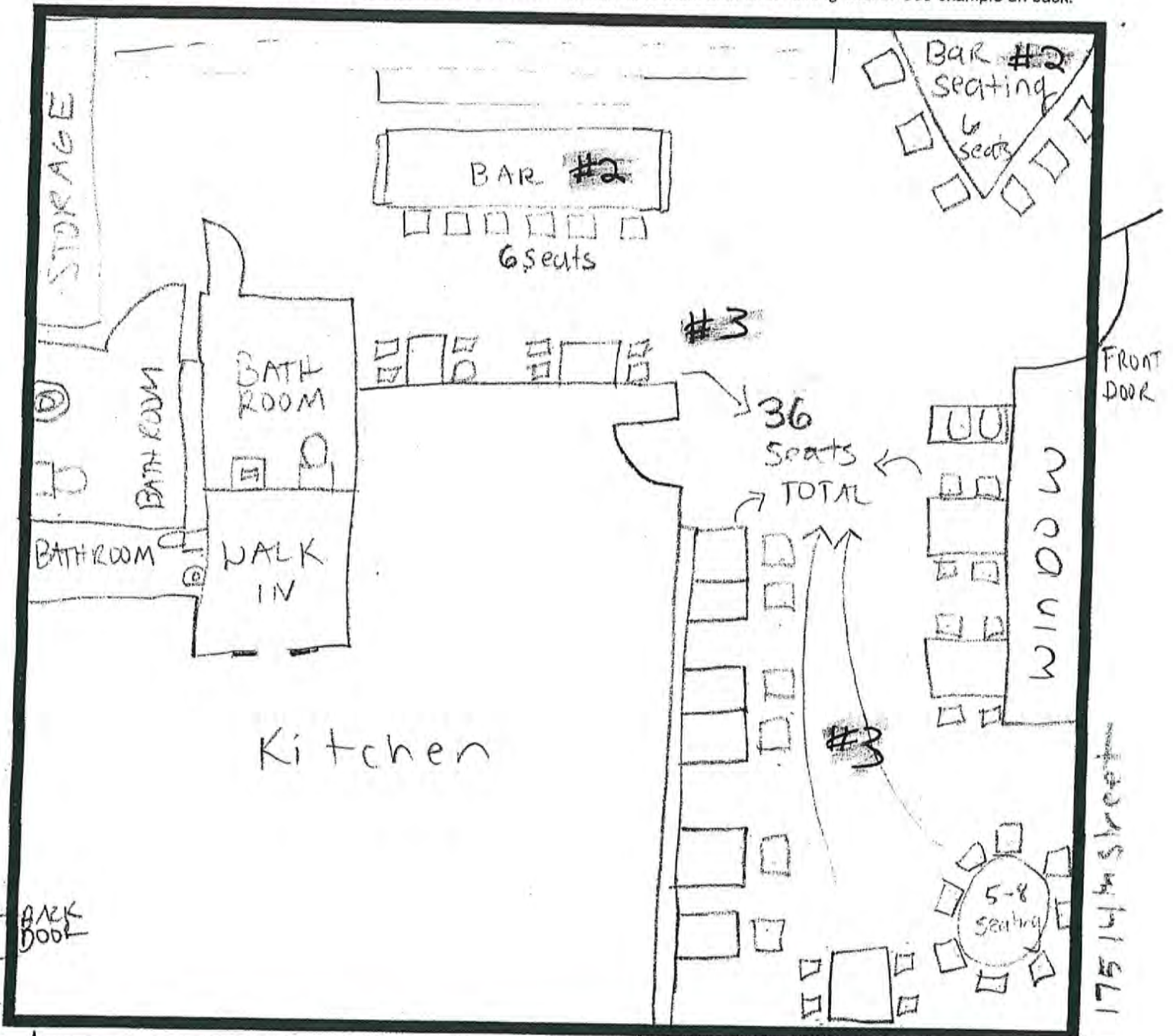
www.oregon.gov/olcc

(rev. 12/07)



OREGON LIQUOR CONTROL COMMISSION FLOOR PLAN

- **Your floor plan must be submitted on this form.**
- Use a separate Floor Plan Form for each level or floor of the building.
- Applicants must provide a sketch that shows the specific area of the premises (e.g. dining area, bar, lounge, kitchen and restrooms). Full On-Premises (commercial establishments) applicants must also show dining tables. See example on back.



Lisa and Gordon Clement
Applicant Name
Clement's Cafe
Trade Name (dba):
Astoria, Oregon 97103
City and ZIP Code

..... OLCC USE ONLY.....
MINOR POSTING ASSIGNMENT(S)
#2 at bars; #3 IN DINING AREAS
Date: 12/5/2014 Initials: RL

1-800-452-OLCC (6522)
www.oregon.gov/olcc



OREGON LIQUOR CONTROL COMMISSION FLOOR PLAN

- Your floor plan must be submitted on this form.
- Use a separate Floor Plan Form for each level or floor of the building.
- Applicants must provide a sketch that shows the specific area of the premises (e.g. dining area, bar, lounge, kitchen and restrooms). Full On-Premises (commercial establishments) applicants must also show dining tables. See example on back.

* Deck is not currently true. We hope to build a deck by Summer Season. These are the buildus preliminary plans for the permits. This is a rough sketch.

Kitchen

Inside Dining #3

SOUTH SIDE

Sevrel Station FOR OUTDOOR

Deck - OUTDOOR DINING 10 seats

Lisa and Gordon Clement
Applicant Name
Clement's Cafe
Trade Name (dba):
Astoria, Oregon 97103
City and ZIP Code

.....OLCC USE ONLY.....
MINOR POSTING ASSIGNMENT(S)
#3 outdoor area abutting L.P. w #3
Date: 12/5/2014 Initials: RL

1-800-452-OLCC (6522)
www.oregon.gov/olcc



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

December 18, 2014

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: ESTATE OF RUTH JENSEN – CONTRIBUTION TO FURNISHING THE CHILDREN'S ROOM OF THE RENOVATED/UPDATED ASTORIA LIBRARY AND CREATION OF THE LIBRARY RENOVATION FUND

DISCUSSION/ANALYSIS


On January 6, 2014, the Astoria City Council and the Astoria Library Advisory Board held a joint work session. In the Council meeting that followed, the Council voted to accept The Astoria Library Renovation Report, Part One, Needs Assessment and Cost Estimate and Part Two, Building Program, written by consultants Ruth Metz Associates and to accept the Astoria Library Advisory Board's recommendation.

In December of 2014, the Astoria Library received a check from the Estate of Ruth Jensen in the amount of \$7,400. Ruth was a dedicated friend of the public library, and a school librarian devoted to the success of children everywhere to read well and succeed in school and in life. In honor of Ruth Jensen's career in the Gray School Library and her support of the Astoria Public Library children's programs, her daughters, Laurie Turner and Susan McClure, asked that these funds be the first funds to be earmarked for furnishing the children's area in the renovated library and provide a seed for other donations.

City Attorney Henningsgaard has recommended that a dedicated renovation fund is needed for this and future donations for the renovation of the library. A resolution is attached that establishes the Library Renovation Fund.

RECOMMENDATION

Staff recommends that Council adopt the attached resolution to establish the Library Renovation Fund and accept the donation of \$7,400 for furnishing the children's area in the renovated library as the first deposit to the fund.


Jane Tucker, Library Director

RESOLUTION NO. 15-_____

A RESOLUTION TO ESTABLISH THE LIBRARY RENOVATION FUND.

WHEREAS, THE City received a gift of \$7,400 to be used for furniture for the children's section of the library, and

WHEREAS, there is a City goal to renovate the library using gifts of this sort for either construction or furnishings, and

WHEREAS, it is desirable to account for gifts of this sort in a separate fund,

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

Section 1. That the Library Renovation Fund is established as an expendable trust fund for gifts designated for renovation of the Astoria Public Library.

ADOPTED BY THE CITY COUNCIL THIS 5TH DAY OF JANUARY, 2015.

APPROVED BY THE MAYOR THIS 5TH DAY OF JANUARY, 2015

Mayor

ATTEST:

City Manager

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



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

December 15, 2014

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: AUTHORIZATION TO BID ASTORIA SENIOR CENTER RENOVATION PROJECT

DISCUSSION/ANALYSIS

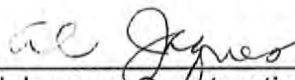
In April of 2013, the City of Astoria received a \$1.5 million Community Development Block Grant (CDBG) to renovate the Astoria Senior Center. The Senior Center Board of Directors and its patrons have committed an additional \$95,000 in funding to augment the overall project budget.

A decision to delay the bidding process was made by the City Council in June 2014. This was done to take full advantage of seeking bids based a preferable bid climate during the winter months rather than at the height of the construction in the summer months. The anticipated outcome is to receive more competitive (lower) bid outcomes.

City staff and the project consultants have essentially completed all the bid documents for the Astoria Senior Center Renovation Project. The bid solicitation documents will be issued, pending authorization by the City Council, in early January with bids due in the latter part of February. Following review of the solicited project bids, the Council will be asked to provide approval to enter into a contract with the selected qualified low bid general contractor. It is anticipated that a contract for construction will be brought to City Council for consideration in March. Construction is anticipated to begin in March with substantial completion scheduled for late August 2015.

RECOMMENDATION

It is recommended that the City Council authorize staff to solicit bids for the Astoria Senior Center Renovation Project.

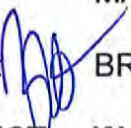
Submitted By: 
Al Jaques, Construction Manager



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

Date: December 23, 2014

MEMORANDUM

TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: **W LOUIS & MARY ANN LARSON REQUEST TO TRIM TREES ON CITY PROPERTY**

DISCUSSION/ANALYSIS

W. Louis and Mary Ann Larson, residing at 2907 Irving Ave, have submitted an application for permission to trim trees on City property. The City owned property is to the north of the Larson's property and includes Tax Lot 18300; Map 80909CA. Mr. Larson has obtained all signatures of adjoining property owners. The trees to be trimmed are primarily Big Leaf Maples and appear to have been trimmed in the past.

The work being done on this lot is within a hundred feet of a known slide zone. The adjacent property owner, Richard Seppa, had a geological evaluation of the City owned lot adjacent to this one for tree trimming in May 2011. Staff relied on this report and confirmed with the author, Horning Geosciences, that the report would be applicable to the current proposal. In general terms, the conclusion of the report is that the landslide risk on the property is controlled by reduced soil strength caused by rainfall saturation and not lost tree root strength. Staff is requiring that no trees be removed or root systems damaged therefore preserving tree root strength. We have enclosed the report with this application.


The applicant has had a certified arborist review the proposed activity. The arborist letter report is also attached. Based on the reports provided, and from a technical standpoint, staff does not see any reason why the tree trimming should not be allowed.


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

- 1) Applicant will provide a letter of concurrence from the project arborist certifying that the work was completed in strict compliance with all recommendations of the report.
- 2) The applicant shall not remove any root systems within the known slide area.
- 3) Applicant shall employ any erosion control measures recommended by the project arborist and take any other measures required to stabilize all disturbed areas and assure that new growth is fully established.

RECOMMENDATION

Based on the analyses provided by the professional consultants representing the applicant, and staff's visit to the site, staff recommends that the request to trim trees on City property be approved.

Submitted By 
Ken Cook, Public Works Director

Prepared By JEFF HARRINGTON 
Jeff Harrington, PE, City Engineer



City of Astoria
 1095 Duane
 Astoria, OR 97103

FOR CITY USE ONLY:

Permit No. _____
 Date: _____

Engineering Department

Phone: 503-338-5173

Fax: 503-338-6538

**APPLICATION FOR PERMISSION TO FELL/CUT TREE(S) ON
 *CITY PROPERTY OR **UNOPENED CITY RIGHT-OF-WAY**

Check All that Apply

Reason: View Shades Property Hazardous Firewood Other

Method: Fall Top Trim

Applicant: W Louis & Mary Ann Larson Owner Renter

Address: 2907 Irving Ave Phone: 503 325 5334

Site Location: see attached map for location Map/Tax Lot Astoria 39 (Shively's)

Work to be performed by: Richard Uetrick

Mailing Address: _____ Fax: _____

Phone: 503 440 0823 Insurance Company: _____ Policy #: _____

see attached letter & map by
 Joe Balden

Sketch Area Showing:

1. Location, size, and species of tree(s).
2. Your property.
3. Adjacent property owners as listed below.



SIGNATURE BELOW INDICATES CONCURRENCE WITH TREE CUTTING (REQUIRED ON CITY PROPERTY ONLY)

Signature	Address	Phone	Remarks
1. <u>Sharon Siggs</u>	<u>2984 IRVING ST. ASTORIA</u>	<u>503-956-5741 (C)</u>	
2. <u>Richard M. Siggs</u>	<u>2904 Irving Ave Astoria</u>	<u>503-635-9147 (H)</u>	
3. <u>W. Larson</u>	<u>2991 Irving St</u>	<u>503 325 5078</u>	
4.			
5.			
6.			

Over →

APPLICATION FOR PERMISSION TO FELL/CUT TREE(S) ON CITY PROPERTY

This is a permit to fell/cut 6 tree(s) from Lot (s) 9-10-11 Block (s) 39
Addition Sluzly's, to the City of Astoria to the City of Astoria and to fell/cut _____ tree(s)
from _____ Street(s) in the City of Astoria.

GENERAL CONDITIONS

Tree(s) to be felled/cut in a careful manner under the supervision and responsibility of the applicant and as specified by the City Engineer. Applicant is to remove within U/A days of cutting all such felled/cut tree(s) and all resulting debris from such City property, Streets or Alleys and to hold the City of Astoria harmless from any and all damages or claims of damages as a result of such felling or cutting. Permit expires December 31st of dated year. Permit may be revoked at any time with notice. All ordinances of the City of Astoria shall be complied with*.

SPECIAL CONDITIONS OR REMARKS

Please see attached letter from Joe Baldern

Signature of Applicant: _____

[Signature]
Conditions Accepted and Approved

Date: _____

10-17-14

Permit Approved by: _____

Date: _____

***Astoria Code 2.500 Permit for Removing Trees from Unopened City Right-of-Way**

1. Prior to removing trees from unopened city rights-of-way, the owner of the underlying fee shall obtain a permit for the city engineer. In granting a permit, the city engineer shall make a written finding that one of the following criteria exists:
 - (a) Necessity to remove tree(s) which pose a safety hazard;
 - (b) Necessity to remove diseased tree(s) weakened by age, storm, fire, or other injury;
 - (c) Need for solar access, or the obtaining of views which cannot be accomplished by pruning;
 - (d) Commercial harvesting is appropriate and removal of the trees poses no threat to the physical integrity of the right-of-way or adjacent property;
 - (e) Necessity of the owner of the underlying fee to temporarily use a portion of the right-of-way for purpose of access to their property.
2. A denial of a permit may be appealed to the city council if notice of such appeal is filed with the finance director within 15 days of the date of denial.

****City of Astoria Administrative Practice Tree Removal Policy on City Property**

Section 1.01 – Purpose

This administrative practice defines the practice and procedures to be used in cutting trees on City property.

Section 1.02 – Dangerous Trees

Removal of dangerous trees will be a staff decision.

Section 1.03 – Other Trees

Proposed removal of any tree or trees, other than dangerous trees, will be placed on the agenda of a City Council meeting for City Council consideration.

**Balden & Associates
Arboriculture Services**

**Joe Balden
Consulting Arborist PN0736**

41500 Anderson Road
Nehalem, OR 97131
503.368.7807 office
503.801.3762 cell
503.368.3807 fax
baldjg@nehalem.tel.net

October 13, 2014

Lou Larson
2907 Irving Street
Astoria, OR 97103

Re: View Preservation

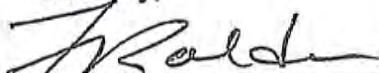
Dear Mr. Larson,

Pursuant to our meeting of October 6, 2014 where you expressed concern about the trees across the street impeding your view to the north; where we identified approximately 6 trees, mostly big-leaf maple (*Acer macrophyllum*) that when mature they would effectively have a significant on your view of the Columbia River. You provided photos taken in the 1990's where you had a clear view of the East Mooring Basin and the Megler Bridge.

My initial evaluation was to determine whether or not it would be feasible to remove selected trees that had grown up since the photos were taken. Unfortunately, there are multiple problems with removal—steep slope, large DBH, multiple layers, and access. (Ref. July 30, 2014 report). Removal was neither practical nor advisable.

I evaluated the trees in this recent request and found that pruning can be done to reduce canopy height on single stem trees, and selected stems can be removed on multi-stem trees with the goal to contain tree height and/or canopy spread. The trees are identified on the enclosed site sketch for location identification. I recommend that pruning be done after leaf-drop in the dormant season so that the tree structure can be seen clearly. The pruning needs to be done by a qualified tree worker in order to reduce the potential for stem sprouting that would increase crown density. Even then, it would be necessary to prune some trees again in about 5 years as the trees continue to grow.

Sincerely,



Joe Balden
Consulting Arborist

Enclosure: Site sketch

2907 Irving, Larson Tree Trimming



Adjacent Property Owner
Richard Seppa
2904 Irving

Permittees Residence
W. Louis Larson
2907 Irving

Trees to be
trimmed

DISCLAIMER: The spatial data contained within this GIS application do not originate from Clatsop County. And Clatsop County does not have any responsibility for its content or use. GIS applications like this are intended for a visual display of data and do not constitute a warranty or any other form of assurance. The City of Astoria does not warrant the accuracy, completeness, or timeliness of the information provided. The City of Astoria does not assume any liability for any errors, omissions, or inaccuracies in the information provided regardless of how caused. Furthermore, by accepting these conditions for use, you must also agree to indemnify, defend against, and hold City of Astoria, Oregon harmless for any claim or other liability imposed on City of Astoria, Oregon that may arise from use of this GIS application. City of Astoria, Oregon assumes no liability for any decisions made or actions taken by the user of this GIS application.

VIEW ENHANCEMENT REQUEST
LARSON RESIDENCE
2907 IRVING STREET

NA

CROWN TRIM OR
CROWN REDUCTION

M-18/40

M-4(8)

M-16/40

B-12/40

M-4(5)

SEPPA

SEPPA
RESIDENCE

M- MAPLE
A- ALDER
16/40 - DBH / HEIGHT

IRVING ST.

LARSON
2907

SEPPA

**Balden & Associates
Arboriculture Services**

Joe Balden
Consulting Arborist PN0736

41500 Anderson Road
Nehalem, OR 97131
503.368.7807 office
503.801.3762 cell
503.368.3807 fax
baldjg@nehalem.tel.net

October 13, 2014

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Astoria, OR 97103

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Sincerely,



Joe Balden
Consulting Arborist

Enclosure: Site sketch

The report was done for the adjacent property to the west of the lot for this tree trimming request.

Horning Geosciences

808 26th Avenue, Seaside, OR 97138

Ph./FAX: (503)738-3738

Email: horning@pacifier.com



May 11, 2011

Richard Seppa
01871 SW Palatine Hill Road
Portland, OR 97219

RE: Geologic Assessment of Tree Removal; near Map 8 9 9CA, Tax Lot 18400; 2904 Irving Street, Astoria, Clatsop County, Oregon

Dear Dick:

At your request, I visited your above-referenced property with you and Joe Balden of Balden Arboriculture, on April 16th, where we discussed proposed tree removal and/or thinning to improve your views to the northwest, north and northeast of your house. As outlined in Mr. Balden's letter of April 26, 2011, it is proposed that several young big leaf maples will be removed, the trees will be yarded up to Irving Street for removal, the stumps poisoned, and appropriate shrubbery be planted in the place of the removed trees. This letter addresses the impact of tree removal on natural geologic processes of the slope.

Slide History

There have been several landslides near the site of proposed thinning. One covers nearly 4.2 acres west of the site. It first moved in 1954-55 and again in 1971, offsetting Irving Street by at least 10 ft vertically. The earlier phase of movement coincided with the 100-yr record of the Astoria 5-yr rolling average for rainfall, and probably was triggered by heavy rains in the fall of 1955, an exceptionally heavy rainfall season during much of which it rained at least 0.5 inches per day. The heavy rain charged up an already full mass of landslide rubble of this neighborhood, and weakened it to the point of failure. Similarly, the 1971 slide moved during a winter when there were many months of more than 12 inches of rain per month.

Examination of aerial photographs from 1955 and 1972 in our historical archives finds that the forest trees were dense and thick at the time of landslide movement. Thus, slide activity is unrelated to loss of tree cover. Most of the tree cover in the photos appears to be denser than what presently exists in the proposed tree clearing area.

Another slide mass includes Tax Lot 18400. According to Dick Johnson, nephew of the former owner of the house, the slide shifted in the 1950s. It is possible it shifting at the time of the larger slide to the west. The south edge of the landslide mass coincides with the site of the existing garage, marked by a sag in the asphalt driveway and linear

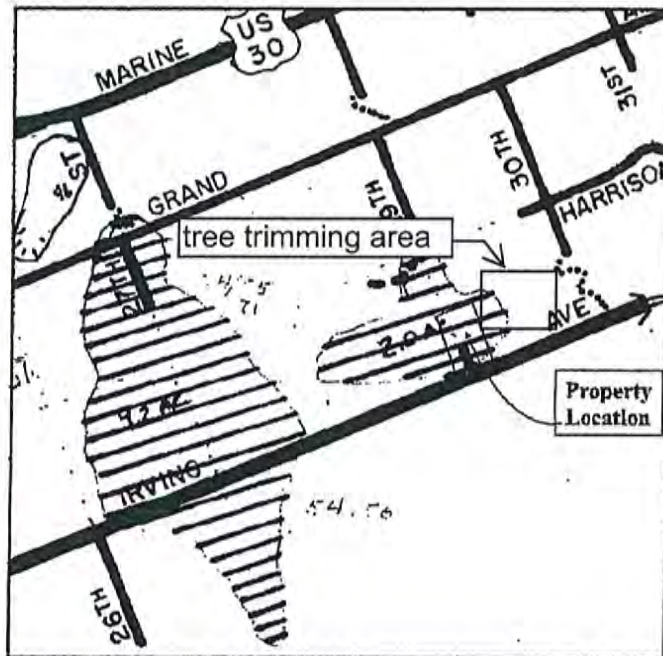


Figure 1: Historic landslide map for Astoria; courtesy of the City Engineering Office. Hatched areas have slide in the past; dates annotated where they are known.

depression in the lawn west of it. That slide consisted of about 2.0 acres, as shown in Figure 1. Minor slope movement is occurring at the north end of the driveway.

Slides in 1996

In February 1996, a powerful rain storm lasted for over four days and set rainfall records for much of western Oregon. As a result, tens of thousands of landslides, debris torrents, and slumps were triggered throughout the Coast Range. The State Department of Forestry (1997) investigated several large areas of the coastal forest to study the causes and nature of landslide activity. They determined that landslides were more common in mature forest stands (>100 yr trees) and in clear cuts, where skid roads concentrated water run-off. Stands of 10 to 30 and 30 to 100 years had fewer landslides. Moreover, most landslides shifted on slopes that were steeper than 55 to 65 percent. Root strength from trees played a minor to insignificant role in preventing landslides.

Site Conditions for Proposed Thinning

Trees in the proposed thinning area are generally older than 15 years, and a few are estimated to be about 80 years old. Slopes range from 30 to 40 percent, but can be locally steeper near a creek gully that drains through the north-eastern proposed area of thinning. In places, slopes are less than 20 percent. Soils are typical of Astoria slopes, consisting of weathered clayey silt (ML-MH) and weathered mudstone landslide rubble that mantles most of the hillside. The house rests on an isolated ridge that extends northward with low ground to the east, north, and west. The historic landslide movement for this area, shown in Figure 1, occurred within an area of 60 to 80 year old forest west of the house.

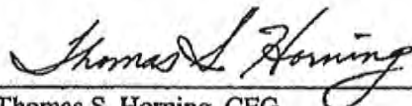
Discussion

Thinning proposed by Balden Arboriculture will result in the death of tree roots of about 10 percent of the young forest on the northwest, north, and northeast sides of the property. Given that the forest has moved into the 10 to 30 year stand age range, which is resistant to storm-induced landslides, it is unlikely that a 10 percent reduction in root strength will lead to any slope instability problems, particularly since the landscape slopes at less than the critical threshold of 55 percent over most of its full range. As such, thinning should be permitted. It is not necessary to yard the cut timber out. It can be left within the area for bird habitat and nutrients for incoming plants, if desired. It should be pointed out that future movements of known landslides can be expected and that most of it will be triggered by prolonged heavy rains, possibly by a large extreme storm event, or by seismic activity. The rolling average for Astoria rainfall is presently approaching that of the 100-yr record set around 1950-55. Rainfall, not the removal of trees, will cause slopes to fail.

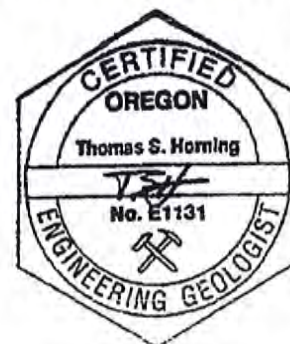
Conclusion

Tree removal should be allowed. It will have no effect on reducing slope stability. Reduced soil strength by rainfall saturation far outweighs the effects of lost tree root strength.

Please call or write if you have questions.



Thomas S. Horning, CEG
Horning Geosciences



References Cited:

Oregon Department of Forestry, 1997, Preliminary Storm Impacts Report; dated January 29, 1997, 53 p.




CITY OF ASTORIA

Founded 1811 • Incorporated 1856

December 30, 2014

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: AWARD CONTRACT FOR INSTALLATION OF ROOFING ON SHIVELY HALL

DISCUSSION/ANALYSIS

Shively Hall, located at 1530 Shively Park Road, in Shively Park is in need of a new roof. The roof is currently in disrepair and leaking, causing damage to the ceiling panels and promoting mold growth throughout the building.

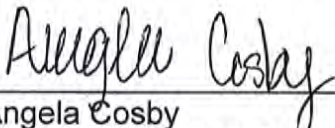
Staff has solicited three quotes for the removal of the existing roofing and the installation of new 30 year roofing. The quotes are as follows:

Weather Guard, Inc.	\$9,230
Bee-Line Roofing Co.	\$9,240
Dr. Roof, Inc.	\$11,280

Due to the current disrepair of the roof, additional expenses to replace damaged support beams, fascia, and ceiling may be needed. While the low bid is within the City Manager's spending authority, it is possible that additional funds may be required, bringing it above the City Manager's limit. Therefore, this item is being brought for Council consideration. Should any change orders be required to put the contract amount over the City Manager's \$10,000 spending limit, they will be brought to the City Council for consideration.

RECOMMENDATION

It is recommended that the City Council award a contract with Weather Guard Inc., in the amount of \$9,230 for the removal of existing roofing and installation of new 30 year roofing on Shively Hall. There are sufficient funds in Capital Improvement Fund to cover the purchase.

By: 
Angela Cosby
Director of Parks & Recreation



ESTIMATE

RESIDENTIAL

Structure(s) Main Building	Home Phone	Work Phone	Date December 23, 2014
Proposal Submitted to City of Astoria		Job Name	
Street 1997 Marine Dr		Job Location 1530 Shively Park, Astoria	
City, State, Zip Astoria, Or		Cell Phone	Email mmontgomery@astoria.or.us

Under the terms and conditions described below, we hereby submit specifications and estimates for:

- | | |
|---------------------------------------------------------|-------------------------------------------------|
| x 1. PROTECT ALL LANDSCAPING, SIDING AND GUTTERS | x 9. REFLASH ALL ROOF TO WALL TRANSITIONS |
| x 2. REMOVE AND HAUL AWAY ONE EXISTING LAYER OF ROOFING | x 10. RE-STEPFLASH CHIMNEY |
| x 3. INSTALL NEW CDX OVER SHIP-LAP DECKING | x 11. COMPLETE CLEANUP |
| x 4. INSTALL EAVE AND RAKE METAL AT PERIMETER | x 12. WRITTEN WORKMANSHIP AND MATERIAL WARRANTY |
| x 5. INSTALL NEW 15# ASTM FELT | |
| x 6. HAND NAIL COMPOSITION SHINGLES W/ ALGAE BLOCK | |
| x 7. INSTALL NEW RIDGE VENT WITH MATCHING CAP | |
| x 8. REPLACE ALL PIPE FLASHINGS WITH NEW | |
- Job Duration: 2 DAYS Job Size: 25 SQUARE

★ REPAIR WORK WILL BE BILLED @ \$58.00 PER MAN HOUR PLUS MATERIAL.

COMMENTS:

ALL SHINGLES WILL BE 6-NAILED FOR 130 MPH WIND WARRANTY

WE HEREBY PROPOSE TO FURNISH LABOR AND MATERIALS, COMPLETE IN ACCORDANCE WITH THE ABOVE SPECIFICATIONS, FOR THE SUM OF:

BASE PRICE:

CERTAINTEED


LANDMARK 30 YEAR AR \$8,075.00 218' GUTTER AND DOWNSPOUT \$1,155.00

PREMIUM 50 YEAR AR \$9,600.00

★ Ventilation note: Weatherguard will provide proper roof ventilation. The homeowner is responsible to make sure all soffit vents have a clear air path for intake air to flow.

Payment is due in full upon completion. (Prices do not include sales tax.) NO DOWN PAYMENT REQUIRED

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from specifications above involving extra costs will become extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Our workers are fully covered by Workers Compensation Insurance. Incidental damage to persons' items and property, not caused by negligence or contractors part, will be the responsibility of the owner.

Authorized Signature 

Note: This proposal may be withdrawn if not accepted within 30 days.

Acceptance of Estimate

The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made upon completion. If termination of contract by Acceptor without just cause occurs, Weatherguard, Inc. is entitled to 30% of remaining value of the work, in addition to payment for work already completed. Acceptor agrees to pay all court costs, attorney fees or other expenses incurred in the collection of the above payment upon default thereof by Acceptor.

Signature _____

Signature _____

Date of Acceptance _____

1128 12th Avenue • Longview, WA 98632 • FAX (360) 414-0517
 Longview: (360) 577-7200 • Astoria: (503) 325-3434 • Centralia: (360)736-1488
 UBI: 601 849 074 • Tax ID: 91-1871702 • WA License: WEATHI'011C2 OR License: 130103

BEE-LINE ROOFING CO.

Quality Is Our First Consideration

P.O.Box 204
Astoria, Oregon 97103
CCB 832

SHOP 503.325.3701 • FAX 503.325.3712

PROPOSAL

Page No. _____ of _____ Pages

To: City Of Astoria Parks And Rec.
1995 Marine Dr
Astoria, Oregon, 97103

JOB NAME / NO.	
<u>Shivley Hall</u>	
LOCATION:	
<u>Shivley Park</u>	
<u>Astoria, Oregon, 97109</u>	
PHONE:	DATE:
<u>791-1334 mark</u>	<u>12-18-14</u>

We hereby submit specifications and estimates for:

Labor and materila necessary to reroof shivley hall at shivley park with a malarkey archectectural sealdown composistion roofing as f follows;

- 1- Remove existing roofing and dispose.
- 2- Storm nail roof sheeting..
- 3- Install vapor barrier.
- 4- Install new pipe,perimeter flashing.

5- Install 30yr highlander shingles with six hand driven hot dipped galvanized nails per shingle. (7,100.00)

OPTIONS 1-use 3/4inch cdx to provide solid consistant nailing surface add (1,500.00) 2-use 50yr legacy with algae block add (759.00)

3- Install new contiuous alumium gutters and down spouts on main building add (640.00)

Bee-Line Roofing Co guarantees the workmanship for ten years,

WE PROPOSE hereby to furnish material and labor - complete in accordance with these specifications, for the sum of: _____ dollars (\$ _____).

Payable as follows: On completion

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, wind, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature George D. Bruhn
George D Bruhn

NOTE: This proposal may be withdrawn by us if not accepted within 14 days.

ACCEPTANCE OF PROPOSAL - The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____ Date _____

WASHINGTON OFFICES
 LONG BEACH: 360-642-3841
 VANCOUVER: 360-852-8884
 EASTERN WA: 509-821-0053
 LIC # DRROOI990CT
 FIN # 91-2137934

DR. ROOF, Inc.
 WE DO MORE THAN ROOFS
 SIDING - WINDOWS - DECKS - GUTTERS
 PO BOX 187 • SEAVIEW, WA 98644
 www.drroofinc.com

OREGON OFFICES
 PORTLAND: 503791-0319
 SEASIDE: 503-717-1911
 FAX: 503-717-1011
 CCC # 157159

CUSTOMER C/O MARK MONTGOMERY-CITY OF ASTORIA PHONE 503 791-1334
 MAILING ADDRESS 1997 MARINE DR PHONE _____
 CITY ASTORIA mmontgomery@astoria.or.us STATE OR ZIP 97103
 PROJECT ADDRESS 1530 SHIVELY PARK RD, ASTORIA, OR 97103 INFO ROOF

DR ROOF INC., PROPOSED MATERIALS AND INSTALLATION TO BE PERFORMED AT ABOVE ADDRESS AS FOLLOWS:

- REMOVE EXISTING ONE LAYER COMPOSITION ROOFING
- INSTALL ALL NEW 1/2" CDX PLYWOOD
- INSTALL SYNTHETIC MOISTURE BARRIER UNDERLAYMENT
- INSTALL FULL WRAP BAKED ENAMEL EDGE METAL (DRIP & RAKE)
- INSTALL 130MPH WIND RATED OWENS CORNING TRUDEF DURATION ROOFING
- 6 NAILS PER FULL SHINGLE FOR HIGH WIND APPLICATION
- ROOFING SHINGLES HAVE ALGAE BLOCK GRANULES
- INSTALL 11" RIDGE VENT AND CAP
- REFLASH BRICK CHIMNEY
- MAGNETIC SWEEP GROUND (NAIL SWEEP)
- CLEAN UP AND REMOVE ALL JOB RELATED DEBRIS
- 10YR LABOR GUARANTEE
- MANUFACTURER MATERIAL WARRANTY
- ESTIMATE DOES NOT INCLUDE ANY PERMITS

ROT REPAIRS AS NEEDED ARE TIME AND MATERIALS AT THE RATE OF \$70 PER MAN PER HOUR PLUS MATERIALS WITH A 15% MARKUP

OPTION: REMOVE EXISTING GUTTERS AND DOWNSPOUTS. INSTALL NEW K-5 CONTINUOUS GUTTERS AND NEW DOWNSPOUTS.
 \$1,440.00 YES ___ NO ___ COLOR TO BE WHITE ___ OR DARK BROWN ___

- | | |
|---------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> T.O./REMOVAL EXISTING ROOFING | <input checked="" type="checkbox"/> NAILS/FASTENERS HOT DIPPED GALVANIZED |
| <input checked="" type="checkbox"/> SHEETING 1/2" CDX PLYWOOD | <input checked="" type="checkbox"/> FLASHINGS BAKED ENAMEL |
| <input checked="" type="checkbox"/> UNDERLAYMENT SYNTHETIC | <input type="checkbox"/> TRIM N/A |
| <input checked="" type="checkbox"/> ROOFING OWENS CORNING TRUDEF DURATION | <input checked="" type="checkbox"/> CAULKING/SEALING AS NEEDED |
| <input type="checkbox"/> SIDING N/A | <input checked="" type="checkbox"/> VENTING RIDGE |
| <input type="checkbox"/> WINDOWS N/A | <input checked="" type="checkbox"/> MISC. GUTTER OPTION |
| <input type="checkbox"/> DECK N/A | <input checked="" type="checkbox"/> MISC. ALL PROMOTIONAL DISCOUNTS APPLIED |
| <input checked="" type="checkbox"/> WARRANTY 10YR LABOR/MANUFACTURER MAT. | <input checked="" type="checkbox"/> CLEAN UP & REMOVE DEBRIS |
| COLOR CHOICE _____ | MANUFACTURER OWENS CORNING |

** IF ROT IS DISCOVERED, THERE WILL BE AN ADDITIONAL COST
 ** METAL RUSTING, CAULKING FAILURE OR MAINTENANCE IS NOT COVERED BY WARRANTY
 ** ATTENTION: NAILS MAY PENETRATE SOFFIT AREA

DR. ROOF, INC. AGREES TO COMPLETE THIS INSTALLATION IN A WORKMANLIKE MANNER FOR THE PRICE OF:
 \$ 11,280.00 AMOUNT ELEVEN THOUSAND TWO HUNDRED EIGHTY DOLLARS & 00/100

THIS PRICE INCLUDES ALL LABOR AND MATERIALS TO BE PROVIDED BY DR. ROOF, INC. UNLESS OTHERWISE SPECIFIED
 DOWN PAYMENTS ARE BASED ON SIZE OF PROJECT AND MATERIALS NEEDED. BALANCE IS DUE IMMEDIATELY UPON COMPLETION
 OF WORK. PAYMENT IS REQUIRED IN FULL TO ENSURE LABOR AND MATERIAL WARRANTIES ARE INSTATED.
 DISCLAIMER: ANY ALTERATION OR DEVIATION FROM THE SPECIFICATIONS OF THIS PROPOSAL INVOLVING EXTRA COSTS OF
 MATERIAL OR LABOR WILL BE EXECUTED UPON VERBAL ORDERS OF THE HOMEOWNER, AND WILL BECOME AN EXTRA CHARGE
 OVER THE BALANCE DUE.

RESPECTFULLY SUBMITTED BY LARRY D. ADAMS DATE 12/18/2014

ACCEPTANCE OF PROPOSAL
 BY SIGNING THIS CONTRACT IT STATES THAT YOU AUTHORIZE DR. ROOF, INC. TO FURNISH ALL LABOR AND MATERIALS REQUIRED TO
 COMPLETE THE SCOPE OF WORK DETAILED IN THE ABOVE PROPOSAL AND AGREE TO PAY THE BALANCE DUE AND ANY ADDITIONS UPON
 COMPLETION OF THE INSTALLATION AND THAT YOU HAVE READ AND UNDERSTAND THE LIEN INFORMATION ON THE REVERSE SIDE.

ACCEPTED _____ DATE _____

THIS PROPOSAL IS VALID FOR 30 DAYS FROM THE DATE OF SUBMISSION. IF YOU SIGN THIS CONTRACT AND WISH TO CANCEL THE CONTRACT
 AT ANY TIME THERE WILL BE A RELEASE OF CONTRACT FEE OF \$250.00 PLUS A MATERIAL RESTOCKING FEE OF 15%

ROOFING • SIDING • WINDOWS • DECKS • GUTTERS

ROOFING • SIDING • WINDOWS • DECKS • GUTTERS

NOTICE TO CUSTOMER (Washington Residence Only)

This Contractor is registered with the state of Washington, registration no. DRRO1990T and has posted with the state a bond or deposit of \$12,000.00 for the purpose of satisfying claims against the contractor for breach of contract including negligent or improper work in the conduct of the contractor's business. See contractor's current registration. THIS BOND OR DEPOSIT MIGHT NOT BE SUFFICIENT TO COVER A CLAIM THAT MIGHT ARISE FROM THE WORK DONE UNDER YOUR CONTRACT. This bond or deposit is not for your exclusive use because it covers all work performed by this contractor. The bond or deposit is intended to pay valid claims up to bond limit that you and other customers, suppliers, subcontractors, or taxing authorities may have.

FOR GREATER PROTECTION YOU MAY WITHHOLD A PERCENTAGE OF YOUR CONTRACT. You may withhold a contractually defined percentage of your construction contract as Retainage for a stated period of time to provide protection to you and help insure that your project will be completed as required by your contract. If not defined prior to execution of contract no Retainage will be held.

YOUR PROPERTY MAY BE LIENED. If a supplier of materials used in your construction project or an employee or subcontractor of your contractor or subcontractor is not paid, your property may be liened to force payment and you could pay twice for the same work. FOR ADDITIONAL PROTECTION, YOU MAY REQUEST THE CONTRACTOR TO PROVIDE YOU WITH ORIGINAL "LIEN RELEASE" DOCUMENTS FOR EACH SUPPLIER OR SUBCONTRACTOR ON YOUR PROJECT. The contractor is required to provide you with further information about lien release documents if you request it. General information is also available from the state Department of Labor and Industries.

Oregon Consumer Notification

You can do more to protect yourself before hiring a contractor than the CCB can do to help you after problems have developed. Here are some suggestions to prevent problems on construction projects.

CHOOSE A LICENSED CONTRACTOR

Check if your contractor is licensed with the CCB at www.oregon.gov/ccb or 503-376-4621 using the contractor's license number or phone number. A licensed means the contractor has a surety bond and liability and property damage insurance. Licensing is not a guarantee of the contractor's work. Check the contractor's license category. Each category has different surety bond and liability insurance requirements for contractors.

General Contractor-All Structures (\$15,000 bond, \$500,000 insurance)
General Contractor-Residential Only (\$15,000 bond, \$500,000 insurance)
Specialty Contractor-All Structures (\$10,000 bond, \$500,000 insurance)
Specialty Contractor-Residential Only (\$10,000 bond, \$300,000 insurance)
Limited Contractor (\$5,000 bond, \$100,000 insurance)
Inspector (\$10,000 bond, \$300,000 insurance)
Licensed Developer (\$15,000 bond, \$500,000 insurance)

CHECK OUT YOUR CONTRACTOR

Ask for and check references. Don't automatically accept the lowest bid. Get educated. Request a free brochure called *16 Ways to Avoid Repair, Remodeling and Construction Problems*. Use the phone number or web address below. Be smart during the project.

TAKE YOUR TIME AND PLAN YOUR PROJECT

Have a signed written contract before the work is started or you pay any money. Only sign a contract when you understand all the terms. Keep good written records. Keep receipts, change orders, a phone conversation log, etc. Read your lien notice. The business you contract with is required by law to give you a document called Information Notice to Owner about Construction Liens if the contract price is more than \$1,000. You can also get a copy by contacting the CCB. Do not pay the full cost of the job in cash before work begins. Make changes to the original contract in writing, including any differences in cost and extensions of completion dates. Read your EPA pamphlet. Federal law requires contractors to distribute the pamphlet "Protect Your Family from Lead in Your Home" to homeowners before beginning work on pre-1978 housing. You can also get a copy by calling 800-424-LEAD or visit www.epa.gov/lead.

IF YOU HAVE A COMPLAINT

Contact the CCB 503-376-4621 or e-mail ccbinfo@state.or.us. You can file a claim against a licensed contractor within one year of the work being substantially completed. (Information in this brochure is not legal advice. For legal advice, consult with an attorney.)

Oregon Consumer Notification: You can do more to protect yourself before hiring a contractor than the CCB can do to help you after problems have developed. Here are some suggestions to prevent problems on construction projects.

Construction Contractors Board 700 Summer St NE Ste 300 • PO Box 14140
Salem OR 97309-5052 503-376-4621 Fax: 503-373-2007 www.oregon.gov/ccb

NOTICE TO OWNER ABOUT CONSTRUCTION LIENS - Under Oregon law, your contractor and others who provide labor, materials, equipment or services to your project may be able to claim payment from your property if they have not been paid. That claim is a construction lien. If your contractor does not pay subcontractors, employees, or rental equipment or material suppliers or does not make other legally required payments, those

who are owed money may lien your property for payment. It is in your best interest to verify that all bills are paid even if you have paid your contractor in full. If you occupy or will occupy your home, persons who supply materials, labor, equipment or services ordered by your contractor are permitted by law to record a lien against your property only if they have sent you a timely Notice of Right to Lien (which is different from this Information Notice) before or during construction. If you enter into a contract to buy a newly-built, partially-built or newly-remodeled home, a lien may be claimed even though you have not received a Notice of Right to a Lien. If you do not occupy the building, a Notice of Right to Lien is not required prior to filing a lien.

Common Questions and Answers about Construction Liens

Can someone record a construction lien even if I pay my contractor? Yes. Anyone who has not been paid for labor, material, equipment, or services on your project and has provided you with a valid Notice of Right to Lien (where one is required) has the right to record a construction lien. What is a Notice of Right to Lien? In certain circumstances persons with whom you do not have a contract are required to send you a Notice of Right to a Lien if they intend to protect their construction lien rights against your project. It is sent to you for your protection. It is not a construction lien.

What should I do when I receive a Notice of Right to Lien? Don't ignore it. Find out what arrangements your contractor has made to pay the sender of the Notice of Right to Lien.

When do construction liens need to be recorded? In Oregon, construction liens generally need to be recorded within 75 days from the date the project was substantially completed or 75 days from the date that the lien claimant ceased to provide labor, material, equipment or services, whichever is earlier. To enforce a lien, the lien holder must file a lawsuit in a proper court within 120 days of the date the lien was recorded. (Important information on other sides) This is not a lien. It is provided to you by your contractor to inform you about construction lien laws. An Information Notice is not a reflection upon the integrity or credit standing of your contractor. This Information Notice explains the construction lien law and steps you can take to protect your property from a valid lien. As an owner, you should read this Information Notice carefully. This Information Notice is required to be given if you contract for residential construction or remodeling or if you are buying a new home, at any time the contract price exceeds \$1,000.

How to Protect Yourself

- When you pay your contractor for materials, labor, equipment or services, you may wish to consider making your checks payable jointly to the contractor and whoever sent you a Notice of Right to Lien.
- You can ask for a statement of the reasonable value of the materials, labor, equipment or services provided to your project from everyone who sends you a Notice of Right to Lien. If the information is not provided in a timely manner, the sender of the Notice of Right to Lien may still be able to record a construction lien, but is not entitled to attorney fees.
- Consider using the services of an escrow agent to protect your interests. Consult your attorney to find out whether your escrow agent will protect you against liens when disbursing payments.
- Contact a title company about obtaining a title policy that will protect you from construction lien claims.
- Ask your contractor, lending institution and architect what precautions, if any, they will take to protect your project from construction liens.
- Get evidence that those who send you a Notice of Right to Lien have been paid or have waived all their construction lien rights.
- Have a written contract with your contractor. A written contract is required for projects greater than \$2,000, and highly recommended for projects less than that.
- Review the Consumer Notification form (ORS 701), which your contractor must provide to you when a bid or proposal is made on a residential structure.
- Contact the Construction Contractors Board (CCB) and confirm that your contractor is licensed. The law requires all construction contractors to be licensed with the CCB or landscape businesses licensed with the Landscape Contractors Board (LCB). Contact the CCB at www.oregon.gov/ccb or 503-376-4621. Call the LCB at 503-988-6561. Should you have a dispute with your contractor, you may be able to file a claim with the CCB or LCB and be reimbursed in whole or in part from the contractor's bond. For more details about help available through the agency, write to the CCB at PO Box 14140, Salem, OR 97309-5052 or call 503-376-4621.
- Consult an attorney. If you do not have an attorney, consider contacting the Oregon State Bar referral service at 503-684-3763 or 1-800-452-7638.

Signing this Information Notice indicates only that you have received it. Your signature does not give your contractor or those who provide material, labor, equipment, or services any additional rights to place a lien on your property.

Job site address **1530 SHIVELY PARK RD, ASTORIA, OR 97**

This Notice furnished by

DR. ROOF INC. 12/18/2014

157159

(Contractor) (CCB #) (Date)

Received by: _____

(Owner(s)) (Date)

The material in this Information Notice is not intended to be a complete analysis of the law in ORS Chapters 87 and 701. You may request a more detailed description of Oregon lien law called "Required Residential Construction Notices" by calling 503-376-4621 to request the publication. For more detailed information consult an attorney.

**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", Weather Guard Inc., 1128 12th Avenue, Longview, WA 98632, hereinafter 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, as outlined in its Attachment A, 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 =completion date.**

2. COMPENSATION

A. The CITY agrees to pay CONTRACTOR a total not to exceed \$9,230 for providing goods and performance of those services provided herein;

B. The CONTRACTOR will submit a billing upon the completion 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 Jonah Dart-McLean, City of Astoria, 1095 Duane Street, Astoria, Oregon, 97103, (503) 741-1600.

5. CONTRACTOR'S REPRESENTATIVE

For purposes hereof, the CONTRACTOR'S authorized representative will be John Coleman.

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 disenabled provided the party so disenabled shall within ten (10) days from the beginning such delay notify the other party in writing of the causes of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation.

11. NONWAIVER

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

City Attorney

BY: _____
Mayor Date

BY: _____
City Manager Date

BY: _____
Contractor Date



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

December 23, 2014

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: ORDINANCE READOPTING CERTAIN STATE STATUTES TO REFLECT
CHANGES MADE BY THE 2014 LEGISLATURE

DISCUSSION/ANALYSIS

The 2014 legislation passed by the Oregon Legislature, for the most part, became effective on January 1, 2015. Many of our City ordinances refer to or incorporate state statutes. Every year, the City routinely re-adopts all referenced ORS sections to pick up any changes made by the legislature. This is done by a "global readoption", which was the technique recommended by the League of Oregon Cities. The City is legally unable to prospectively adopt Oregon legislative changes, i.e., we cannot adopt a state statute "as it now exists and is from time to time amended." The proposed ordinance has been reviewed and approved by the City Attorney.

RECOMMENDATION

It is recommended that Council conduct the first reading of the proposed ordinance.

ORDINANCE NO. 15-_____

AN ORDINANCE READOPTING CERTAIN STATE STATUTES

THE CITY OF ASTORIA DOES ORDAIN AS FOLLOWS:

Section 1. Code Section 1.047 is amended to read as follows:

“Readoption of Oregon Revised Statutes. Oregon Revised Statutes adopted either referentially or directly in the Astoria Code, including but not limited to Astoria Code Sections 1.010, 1.015, 1.085, 1.211, 1.230, 1.555, 1.602, 1.608, 1.620, 1.632, 1.638, 1.640, 1.900, 1.960, 1.961, 1.962, 1.963, 1.964; 1.965, 1.967, 1.970, 1.971, 2.220, 2.360, 2.700, 2.705; 2.710, 3.010, 3.015, 3.118, 5.000, 5.010, 5.100, 5.110, 5.255, 5.260, 5.300, 5.335, 5.385, 5.425, 5.726, 5.740, 5.925, 5.931, 5.933, 6.005, 6.010, 6.025, 6.030, 6.060, 6.135, 6.220, 6.250, 6.255, 6.305, 6.400, 6.500, 6.510, 6.520, 6.530, 6.550, 7.000, 7.005, 8.045.15, 8.045.17, 8.045.18, 8.104, 8.138, 9.005, 9.025, 9.030, 9.090, and 9.160, are hereby readopted to include all amendments, repeals, and additions made by legislative action of the State of Oregon, up to and including those of the 2014 legislative session.”

Section 2. This ordinance will be effective thirty (30) days after its passage.

ADOPTED BY THE COMMON COUNCIL THIS 5TH DAY OF JANUARY, 2015.

APPROVED BY THE MAYOR THIS 5TH DAY OF JANUARY, 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

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



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

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