



AGENDA

ASTORIA CITY COUNCIL

May 4, 2015

7:00 p.m.

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

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PUBLIC COMMENTS (NON-AGENDA)**
4. **CHANGES TO AGENDA**
5. **PRESENTATIONS**
 - (a) Fire Lieutenant Terry Corbit 25 Year Pin
6. **PROCLAMATIONS**
 - (a) Emergency Medical Services Week
 - (b) Tenor Guitar Weekend
7. **CONSENT CALENDAR**

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

 - (a) City Council Minutes of 4/6/15
 - (b) Boards and Commissions Minutes
 - (1) Parks Board Meeting of 3/25/15
 - (c) Intergovernmental Agreement (IGA) with Oregon Department of Forestry for Lidar (Topographic Data) Acquisition (Public Works)
 - (d) Business Oregon Development Department Grant Application for the Reimbursement of Costs Related to the Removal of the Underground Heating Oil Tank and Mitigation of Associated Contaminated Soils at the Astoria Senior Center Project Site (Public Works)
8. **REGULAR AGENDA ITEMS**
 - (a) Liquor License Application from Rebecca Kraft dba Wine Kraft LLC, Located at 80 10th Street, Astoria for a New Outlet for a Limited On-Premises Sales License (Finance)
 - (b) Authorize IFA Finance Contract Amendment – 16th Street CSO Separation Project (Public Works)
 - (c) Authorization to Award Construction Contract – 16th Street CSO Separation Project (Public Works)
 - (d) Authorize Contract Amendment for Construction Phase Services – 16th Street CSO Separation Project (Public Works)
 - (e) Authorize Contract for Materials Testing Services – 16th Street CSO Separation Project (Public Works)

- (f) Teresa Estrada – Lease of City Property (Public Works)
- (g) Spur 11 Combo Harvest 2015 Contract Award (Public Works)
- (h) Letter of Support regarding Bruce Buckmaster's Appointment to the Oregon Department of Fish and Wildlife Commission (City Council)
- (i) City Council Goals for FY2015-2016
- (j) City Council Rules

10. NEW BUSINESS AND MISCELLANEOUS

11. REPORTS OF COUNCILORS

12. EXECUTIVE SESSION


- (a) ORS 192.660(2)(e) – Real Property Transactions

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.



April 30, 2015

MEMORANDUM

TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: ASTORIA CITY COUNCIL MEETING OF MAY 4, 2015

PRESENTATIONS

Item 5(a): Fire Lieutenant Terry Corbit 25 Year Pin

Fire Lieutenant Terry Corbit will be presented with his 25 year service pin.

PROCLAMATIONS

Item 6(a): Emergency Medical Services Week

The Mayor will declare May 17-23, 2015, as Emergency Medical Services Week.

Item 6(b): Tenor Guitar Weekend

The Mayor will declare May 28-31, 2015 as Official Tenor Guitar Weekend in Astoria.

CONSENT CALENDAR

Item 7(a): City Council Minutes

The minutes of the City Council meeting of April 6, 2015 are enclosed for review. Unless there are any corrections, it is recommended that Council approve these minutes.

Item 7(b): Boards and Commissions Minutes

The minutes of the (1) Parks Board meeting of March 25, 2015 are enclosed. Unless there are any questions or comments regarding the contents of these minutes, they are presented for information only.

Item 7(c): Intergovernmental Agreement (IGA) with Oregon Department of Forestry for Lidar (Topographic Data) Acquisition (Public Works)

The Oregon Department of Forestry (ODF) will be hiring a consultant to collect aerial topographic data commonly referred to as LIDAR (Light Detection and Ranging) data of various portions of Clatsop, Columbia and Tillamook Counties. LIDAR is a remote sensing method to examine the surface of the earth. The City was invited by ODF to participate in the data acquisition since our watershed is within the limits of the work. This opportunity will allow the City to acquire useful data at a very good price. The data will be used for preliminary for projects within the watershed and would also be useful if any follow up studies are required for Emergency Management Planning of the Bear Creek Dam. The cost to the City is \$2,974.00. It is recommended that Council authorize the City Manager to sign the attached IGA with ODF for the purchase of LIDAR Data.

Item 7(d): Business Oregon Development Department Grant Application for the Reimbursement of Costs Related to the Removal of the Underground Heating Oil Tank and Mitigation of Associated Contaminated Soils at the Astoria Senior Center Project Site (Public Works)

On April 6, 2015 the Council approved a contract amendment in the amount of \$18,000 for services provided by ABA Company and K&S Environmental, Inc. related to the mitigation of the contaminated soils associated with the prior removal of the underground heating oil tank at the Senior Center. The City had previously contracted services with ABA Company and K&S Environmental, Inc. for removal of the tank in the amount of \$4,500, resulting in a total project cost of \$22,500. Project staff has been working with the Business Oregon Development Department's Brownfields Program Specialist in an effort to secure reimbursement funding for the cost of the tank removal and contaminated soils mitigation. A grant application must be filed to be considered for funding. It is anticipated the City will be successful in obtaining funding for this work from the Business Oregon Development Department in lieu of utilizing the project's renovation funding for these expenses. It is recommended that the City Council authorize submittal of a Business Oregon Development Department grant application for the reimbursement of costs related to the removal of the underground heating oil tank and subjacent mitigation of the contaminated soils related to the Astoria Senior Center project site.

REGULAR AGENDA ITEMS

Item 8(a): Liquor License Application from Rebecca Kraft dba Wine Kraft LLC, Located at 80 10th Street, Astoria for a New Outlet for a Limited On-Premises Sales License (Finance)

A liquor license application has been filed by Rebecca Kraft, doing business as Wine Kraft LLC, located at 80 10th Street, Astoria. The application is for a New Outlet for a Limited On-Premises Sales License. The appropriate departments have reviewed the application and it is recommended that Council consider approval.

Item 8(b): Authorize IFA Finance Contract Amendment – 16th Street CSO Separation Project (Public Works)

At the March 16, 2015 meeting, Council was informed that the 16th Street CSO Separation project would likely exceed the available funding based on the engineer's estimate at final design and that an amendment to the Infrastructure Finance Authority (IFA) Financing Contract would be requested after bids were received to determine the appropriate amount for the funding increase. Bids were received on April 16th and award of the construction contract is included in the Council packet. The budget has been updated with the bid amount. The IFA current funding package, which includes a \$525,000 grant and a \$5,158,000 low-interest loan, will be amended to increase the loan by \$1,530,000 to \$6,688,000 for a total funding amount of \$7,213,000. A portion of the CSO Surcharge fee will be utilized to repay the loan. It is recommended that Council approve the amendment resolution and authorize execution of the IFA Financing Contract Amendment No.1 for the 16th Street CSO Separation Project to increase the total amount of the loan to \$6,688,000.

Item 8(c): Authorization to Award Construction Contract – 16th Street CSO Separation Project (Public Works)

In March, Council authorized bid advertisement of this project. The following three bids were received on April 16th:

Contractor	Total Bid
Engineer's Estimate	\$5,752,700.00
James W. Fowler	\$4,621,500.00
Emery & Sons	\$5,483,180.00
Tapani, Inc.	\$5,529,380.00

The bid in the amount of \$4,621,500.00 submitted by James W. Fowler Company was a nonresponsive bid due to the failure of submitting a First Tier Subcontractor List; therefore, Emery & Sons bid of \$5,483,180.00 was determined to be the lowest responsive bidder. The construction budget includes a 10 percent contingency:

Construction bid	\$5,483,180
Construction contingency (10%)	\$549,000
CONSTRUCTION BUDGET	<u>\$6,032,180</u>

A Business Oregon Infrastructure Finance Authority (IFA) Financing Contract Amendment is included in this meeting's Council packet. Upon authorization of the Financing Contract Amendment, funding will be available for the award of the contract. It is recommended that Council award the construction contract for the 16th Street CSO Separation Project to Emery & Sons for \$5,483,180.00.

Item 8(d): Authorize Contract Amendment for Construction Phase Services – 16th Street CSO Separation Projects (Public Works)

In June 2014, Council awarded the 16th Street CSO Separation Project engineering services contract to Gibbs & Olson (G&O). G&O developed a final bid package for this project. There are a number of additional professional services that will be required during the construction phase. G&O prepared a scope and fee for these services as follows which are included in the project budget:

- Full-time Construction Inspection
- Construction Support Services/Archaeological Monitoring
- Geotechnical Support
- Monumentation

The estimated fee for construction phase services is \$432,290. A Business Oregon Infrastructure Finance Authority (IFA) Financing Contract Amendment is included in this meeting's Council packet. Upon authorization of the Financing Contract Amendment, funding would be available for the authorization of this contract amendment. It is recommended that Council execute a contract amendment with Gibbs & Olson for a total not to exceed amount of \$432,290 for construction services for the 16th Street CSO Separation Project.

Item 8(e): Authorize Contract for Materials Testing Services – 16th Street CSO Separation Project (Public Works)

To ensure quality control during the construction of the 16th Street CSO Separation Project, the City will need to provide materials testing services. These services will need to be provided by a specialty consulting firm. Staff requested a proposal from Carlson Testing, Inc., who provided materials testing and special inspection services on the 11th Street CSO Separation Project and the Denver CSO Storage Project. Carlson Testing provided a fee schedule for services that will be performed on a time and materials basis for an estimated not to exceed amount of \$19,155; however, additional materials testing services may be required on this project. The City may direct appoint a personal services contract up to \$20,000. Since the scope and fee with Carlson Testing is within this limit and they are highly qualified to perform the services, it is recommended that the City use the direct appointment option. The City Attorney has reviewed, and approved as to form, the contract documents. It is recommended that Council authorize a contract with Carlson Testing, Inc., for a total not to exceed amount of \$19,155 for materials testing services on the 16th Street CSO Separation Project.

Item 8(f): Teresa Estrada – Lease of City Property (Public Works)

Teresa Estrada is requesting a lease for a 600 square foot portion of City property located at the south side of the United States Coast Guard (USCG) parking lot. Ms. Estrada wishes to utilize this area for sale of clam chowder from a 28' long historic gillnet boat. She has proposed improving the area with fill and a concrete pad constructed behind the new sidewalk. The City currently leases City owned

property to various businesses and community partners. The City has primarily leased property to local businesses pursuing opportunities to expand and to communication companies. Other examples include the lease with the USCG for the 17th Street Dock, the parking lot for Dr. Klemp's office, and the lease with Western Oregon Recology for the Transfer Station.

The only City lease for a food cart is currently with the Bowpicker, directly adjacent to the area being requested by Ms. Estrada. This lease was completed to formalize an existing agreement between the Bowpicker and the former property owner. Upon purchasing the property in 2013, the City agreed to allow the Bowpicker to remain. The rest of this property is encumbered by the USCG for parking. Work to improve the parking lot utilized by the USCG is currently planned for FY2015-2016 and it may be necessary to use the proposed lease area for the improvements. Additionally, increased parking may be needed for the USCG if their proposal to moor two additional Cutters at the 17th Street Dock comes to fruition. Improvements to this property would require compliance with the City Code, Development Code, Maritime Heritage Zone, and the Design Review Commission associated with the Gateway Overlay Zone. Based on consideration of the factors above, City staff, as well as the City Attorney, have concerns associated with approval of another lease agreement on this property. It is recommended that City Council consider the lease request for a portion of the City property located between Marine Drive and Duane Street, west of 17th Street. If Council is willing to consider leasing a portion of this property, staff will prepare a lease agreement for Council approval.

Item 8(g): Spur 11 Combo Harvest 2015 Contract Award (Public Works)

The Council approved the solicitation of bids for the Spur 11 Combo Harvest at the April 6, 2015 council meeting. This project includes the thinning of approximately 40 acres and the cleanup of a blowdown area adjacent to neighboring ownership. The project also includes the improvement of a major watershed road system. The completion of the Spur 11 harvest during the summer of 2015 is estimated to net approximately \$240,000 after road improvements and reforestation costs. The City received one bid proposal above the minimum bid price from Hampton Tree Farms. It is recommended that Council approve the sale of the Spur 11 Combo Harvest to Hampton Tree Farms.

Item 8(h): Letter of Support regarding Bruce Buckmaster's Appointment to the Oregon Department of Fish and Wildlife Commission (City Council)

Oregon Governor Kate Brown has announced the appointment of Astoria resident Bruce Buckmaster to a long-vacant seat on the Oregon Fish and Wildlife Commission. Councilor Price has requested that a letter of support regarding his appointment be considered by the City Council. Included in the agenda packet is a draft letter of support for Mr. Buckmaster. It is proposed that this letter be forwarded to Oregon State Senate President Peter Courtney and Senator Diane Rosenbaum, Chair of the Rules Committee, for the May 14, 2015 hearing on Governor Brown's executive appointees should Council authorize the Mayor to sign.

Item 8(i): City Council Goals for FY2015-2016

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. The draft goals were discussed at the Council meeting of February 17, 2015 and were posted on the City website. In addition an article reviewing the goals was published in the January 26, 2015 edition of *The Daily Astorian*. A revised draft of the goals (following up from the April 20, 2015 Council Work Session on the Library) was posted on the City's website in advance of the May 4, 2015 Council meeting. This revised language is being presented for Council's consideration.

Item 8(j): City Council Rules

The Council will discuss "City Council Rules" following up from the last meeting. Included in the packet is a revised draft which incorporates the changes mentioned by City Attorney Henningsgaard at your last meeting.

City Councilor Herzig has proposed the following amendments:

- Delete 'with leave of the chair' from: 7.2 Public Comment Concerning Agenda Items - *With leave of the chair*, members of the general public wishing to address the Council on an agenda item will be allowed to do so, after any presentation by staff and prior to a decision by the Council.
- To 7.3, add 'Presentations to the Council shall be limited to a period of no more than fifteen (15) minutes, unless additional time is granted by the Presiding Officer.'

Additionally, Councilor Price has prepared a revised version of Council Rules for consideration. That document follows City Attorney Henningsgaard's version.

Following discussion at the May 4th Council meeting, staff will receive direction as to whether further changes are requested and whether the Council wishes to approve the rules.

EXECUTIVE SESSION

Item 12(a): ORS 192.660(2)(e) – Real Property Transactions

The City Council will recess to executive session to discuss a real property transaction issue.



CITY OF ASTORIA

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PRESENTATIONS
ITEM 5(a)
FIRE LIEUTENANT TERRY CORBIT
25 YEAR PIN

NO DOCUMENTATION IS INCLUDED
FOR THIS AGENDA ITEM



PROCLAMATION

WHEREAS, emergency medical services is a vital public service; and

WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, Medix Ambulance Service has been providing quality, dependable, and professional services for 40 years; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, the emergency medical services system consists of emergency physicians, emergency nurses, emergency medical technicians, paramedics, firefighters, educators, administrators and others; and

WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week; now

NOW THEREFORE, I Arline LaMear, Mayor of Astoria, do hereby proclaim the week of May 17-23, 2015, as

EMERGENCY MEDICAL SERVICES WEEK



with the theme, **EMS Strong**, I encourage the community to observe this week with appropriate programs, ceremonies and activities.

IN WITNESS WHEREOF, I have herewith set my hand and caused the Seal of the City of Astoria to be affixed this 4th day of May, 2015.



Mayor



PROCLAMATION

WHEREAS, the 6th annual Tenor Guitar Gathering will be held in Astoria, Oregon on May 28, 29, 30 and 31, 2015; and

WHEREAS, this is the largest tenor guitar gathering in the world; and

WHEREAS, four days of workshops and concerts will be offered; and

WHEREAS, there will be 20 musicians performing, including Josh Reynolds, son of Nick Reynolds of the Kingston Trio; and

WHEREAS, events will be held at many venues throughout Astoria; and

WHEREAS, there will be jam sessions for tenor guitars, ukuleles, and mandolins and all other acoustic instruments.

NOW, THEREFORE, I, Arline LaMear, Mayor of Astoria, do proclaim May 28-31, 2015 as

OFFICIAL TENOR GUITAR WEEKEND IN ASTORIA

and invite all citizens to join in the events celebrating Tenor Guitar Weekend in Astoria.

IN WITNESS WHEREOF, I have herewith set my hand and caused the Seal of the City of Astoria to be affixed this 4th day of May, 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, Mayor LaMear

Councilors Excused: Price

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 that she attended the Port of Astoria meeting because she was concerned about the possibility of the boat yard closing. The Port has formed a committee to examine the issue and work with the State to keep the boat yard open. Sea lions were also discussed at the meeting. With regard to the Enterprise Zone, she told the Port Commission and Director that she appreciated the positive dialogue between City Council and the Port, which she hoped would continue. She planned to continue attending Port meetings and learn about what is going on at the Port because that information is important. She attended the Clatsop Economic Development Resources (CEDR) Business Awards, which was like the Academy Awards for local businesses. Becky Johnson from Vintage Hardware won Outstanding Entrepreneur and Kevin Leahy, CEDR Director, won a state-wide award for doing such a great job. She attended the Coast Guard housing groundbreaking earlier that day. Twelve new homes will be built next to existing Coast Guard housing. There are an average of 500 active Coast Guard men and women in Astoria at any given time. Family members of those active Coast Guard employees total about 1,300 people, which make up a significant portion of Astoria's population. A Coast Guard leader said their employees and their families fully integrate into the community because they feel welcome in Astoria, and he thanked the City for their strong partnership.

Item 3(b): Councilor Herzig reported he watched some of the sea lions get branded since there have been so many comments about it. The sea lions are treated as humanely as possible. There were three veterinarians, two marine biologists, and people with decades of experience with sea lions at the branding. Blood and urine tests are conducted on the sea lions to check for diseases and gauge their health. The amount of care put into recording data on the sea lion population is remarkable. This time of year, only adult male sea lions come to Astoria to put on weight through feeding and to get in shape for breeding season. During the branding, the sea lions are sedated and treated compassionately. Branding is the only way to put an indelible mark on their fur. Catching the sea lions once for branding is less traumatic than catching them annually to mark them with paint or a tag. He attended an annual traffic safety presentation given by Police Officers Kenny Hansen and Matt Clausen at Astoria Elementary School, and the Astoria CERT Team and Public Works Department participated. A city was set up with streets and crosswalks so children could navigate the city as pedestrians and motorists. The children have a good time while learning. He is always glad to see the Police Department get involved in pedestrian safety education. On Friday, April 3rd, the Column was lit teal in recognition of Sexual Assault Awareness Month. Mayor LaMear and Coast Guard Commander Daniel Travers spoke at the ceremony, which was very moving. Many comments have been made about the sign at Annie's Tavern. He thanked Annie's for showing the community that the culture of sexual violence is perpetuated when women are made into sexual objects. The sign is a good example of what Astoria is trying to operate against by reducing sexual assault. He attended the Latinos in Oregon presentation on Thursday, April 2nd. Cynthia Livar and Jorge Gutierrez were mentioned in the *Daily Astorian*. On Sunday, April 12th, there will be a presentation on wage inequality at 2:00 pm in the Judge Boyington Building and Oregon's new Secretary of State Jeanne Atkins will be on the panel. The discussion will be about women making less than men. He also attended the Coast Guard groundbreaking and it is very nice they will be getting more housing. Astoria has a huge need for affordable housing and rentals are practically unavailable. Women trying to avoid domestic violence cannot move out because there is no place a single woman could afford to rent in Astoria. People are trapped in abusive environments and women may have to stay with an abusive partner because Astoria does not have affordable rentals. The Coast Guard is very

aware of this issue. He hoped the community would continue to make the Coast Guard feel welcome and that the City would deal with their pedestrian safety concerns in a quick and effective manner.

Item 3(c): Councilor Warr reported that on March 22nd, he attended the funeral of former Nehalem Mayor Shirley Kalkhoven. At 87 years old, she never forgot a person or fact, never took a note, and was involved in everything. He served with Ms. Kalkhoven on the Northwest Area Commission on Transportation, Col-Pac, and the Northwest Oregon Economic Alliance. Her death is such a loss to the coastal community because she was smart, tough, involved, and had more energy than most people. She played a key role in Astoria's ability to receive funding for the 17th Street Dock. Earlier that day, he attended the Maritime Memorial Committee meeting. Currently, the memorial has received about 56 names to engrave on the wall this year and he expected about five or six more names. Even though the memorial is 22 years old, it is getting more popular. He believed space to engrave names would run out in the next few years, so the Committee has begun to discuss the memorial's sixth expansion. Over the next year or two, more information about rate increases and building plans will be announced.

Item 3(d): Mayor LaMear asked all board and commission members to stand and called for a round of applause. She said Astoria is amazing and people give so much of their time and effort. She reported that she attended the CEDR awards ceremony, as well as the OBON 2015 Ceremony at the Maritime Museum, which was amazing. United States veterans returned flags collected as souvenirs from dead Japanese. The veterans have realized the flags are more than just souvenirs and are important to the families who need closure. The ceremony was arranged by Rex and Keiko Ziak. Many veterans spoke and there were a lot of tears in the audience. She participated in the Astoria Column lighting, which is teal, the color chosen for Sexual Assault Awareness Month. Earlier that day, she boarded the American Empress at the 17th Street Dock. The cruise ship presented Astoria with a commemorative plate. The newspaper published a request for people to apply for several boards. She noted the Library Renovation Board was renamed to the Library Revitalization Board because it is unknown if the library will be renovated or built new. The appointments were as follows:

- Library Board - Susan Stein
- Library Revitalization Board - Chelsea Billings
- Hospital Authority Board - Nicole Williams
- She noted Ms. Billings is an ombudsman for the Coast Guard and is very interested in the library. She was appointed because the board wanted a young person. Ms. Williams, head of Clatsop Care, was appointed after Mayor LaMear spoke to Columbia Memorial Hospital (CMH) CEO Erik Thorsen about what kind of person he wanted on the board.

CHANGES TO AGENDA:

Mayor LaMear requested the addition of Item 7(g): Dog Park. The agenda was approved with changes.

PROCLAMATIONS:

Item 5(a): National Service Recognition Day

Mayor LaMear read the proclamation declaring April 7, 2015 National Service Recognition Day.

Item 5(b): National Public Safety Telecommunications Week

Mayor LaMear read the proclamation declaring April 12 through 18, 2015 National Public Safety Telecommunications Week. Police Chief Johnston accepted the proclamation.

CONSENT CALENDAR:

The following items were presented on the Consent Calendar:

- 6(a) City Council Minutes of 3/2/15
- 6(b) Boards and Commission Minutes
 - (1) Historic Landmarks Commission Meeting of 2/17/15
 - (2) Library Board Meeting of 1/27/15
 - (3) Library Board Meeting of 2/24/15
 - (4) Parks Board Meeting of 2/25/15

- 6(c) Agreement and Resolution to Establish a Health Reimbursement Arrangement (HRA VEBA) (Finance)
- 6(d) Oregon Department of Transportation (ODOT) Intergovernmental Agreement – Commercial Vehicle Driver/Cargo Inspection (Police)
- 6(e) BPA Land Use Agreement (Public Works)
- 6(f) Supplemental Budget Resolution Distributing Resources to Close Housing Rehabilitation Fund (HRF) (Finance)
- 6(g) Intergovernmental Agreement (IGA) Between the Cities of Astoria, Seaside, and Warrenton for Cooperation in the Provision of Library Services (Library)**

Councilor Herzig requested Item 6(g) removed for further discussion.

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

Item 6(g) Intergovernmental Agreement (IGA) Between the Cities of Astoria, Seaside, and Warrenton for Cooperation in the Provision of Library Services (Library)

Councilor Herzig explained this agreement was for the libraries in all three cities to share resources and funding to provide free library cards to children living outside the city limits. He wanted to call attention to the agreement because he believed it was great work. He asked the Librarians from the cities of Seaside and Warrenton and Astoria Library Director Jane Tucker to stand for recognition, noting a lot of work went into the agreement. The agreement allows Astoria residents to request a book from the Seaside or Warrenton libraries and vice versa.

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

REGULAR AGENDA ITEMS

Item 7(a): Liquor License Application for Inferno Lounge LLC, Richard Ewing, at 77 11th Street for a New Outlet for a Full On-Premises Sales Commercial Establishment License (Finance)

A liquor license application has been filed by Inferno Lounge LLC, Richard Ewing, doing business as Inferno Lounge located at 77 11th Street, Astoria. The application is for a New Outlet for a Full On-Premises Sales Commercial Establishment License. The appropriate departments have reviewed the application and it is recommended that Council consider approval.

Councilor Nemlowill declared a potential conflict of interest, as her husband owns Cerveza Gratis, doing business as Fort George Brewery, making and selling alcohol. However, the Applicant and Fort George Brewery have not entered into any agreement.

City Council Action: Motion made by Councilor Warr, seconded by Councilor Herzig, to approve the liquor license application by Richard Ewing for a New Outlet for a Full On-Premises Sales Commercial Establishment License. Motion carried unanimously. Ayes: Councilors Warr, Herzig, Nemlowill, and Mayor LaMear; Nays: None.

Item 7(b): Resolution Amending Fee Schedule for Ocean View Cemetery and Building Division (Parks/Community Development)

Ocean View Cemetery

On March 6, 2015, the Astoria City Council requested that the Parks and Recreation Department prepare an amended fee schedule for services provided at Ocean View Cemetery. This direction came after a Special City Council meeting held at the Cemetery to study its history, operations, and challenges. During the meeting, the Council viewed a presentation, toured the grounds, received community feedback, and discussed how to overcome current and future challenges facing the Cemetery. Fees for services at Ocean View Cemetery have fallen behind the national, state, and local standards. As a result, the costs of services at Ocean View Cemetery

are greater than the fees charged for those services. This fee increase will begin closing the gap between fees charged for services vs. the cost of services. The fee increase will also provide an opportunity for additional grounds maintenance at Ocean View Cemetery. It is proposed that fees be increased by 40 percent effective April 7, 2015 through June 30, 2015, and then be increased an additional 10 percent for Fiscal Year 2015-2016.

Building Division

As a part of implementing the ePermitting building permit program in the City, the State of Oregon Building Codes Division reviewed the current fee schedules for conformance with the epermitting program software. In March 2014, Council approved a resolution to amend the fees to conform to current State policy; however, the Building fees revisions adopted by the City Council at their March 24, 2014 meeting, needs to be further edited to conform to the epermitting program and meet statutory requirements. The Oregon Building Code Division notified the City recently on these further edits. In the implementation of the ePermitting program through the Oregon Building Codes Division it was discovered that our City Building fee schedule table was not compatible with the electronic permitting program and that our fee table formats needed to be adjusted to make them compatible with the system software. As such, a minor edit was done to move the ending dollar amount point from the lower tables up to being the starting point for the next higher fee column. The difference is very minor in nature and will have no significant impact on the fees charged as they were previously approved by Council. This change is required in order to conform to State of Oregon consistent fee methodology rules and to make the financial software for the ePermitting program function as intended.

It is recommended that Council adopt this Resolution amending the current fees and implementing the new fees for both Ocean View Cemetery and the Building Division.

Director Cosby said she was asked at the special City Council meeting how many municipal cemeteries are in the State of Oregon. At the time, she thought there were only two or three. However, she has learned there are between 20 and 30 municipal cemeteries in Oregon.

City Manager Estes explained the ePermitting program would allow citizens and contractors to apply for and check the status of building permits online. Astoria has been working with the State of Oregon Building Codes Division on this new process for over a year.

Councilor Nemlowill said Astoria's rates have not increased in 19 years and the City is charging well below average. Increasing cemetery fees by 40 percent should be the minimum increase implemented now because Astoria's taxpayers are subsidizing the cemetery at a rate of about \$60,000 per year.

Councilor Warr declared a potential conflict of interest, as he owns Astoria Granite Works, selling markers and monuments, many of which are placed at Ocean View Cemetery. However, he did not believe this would affect his vote. His costs will increase; not his profits, but he fully supported the rate increases. City Attorney Henningsgaard confirmed Councilor Warr's association with Ocean View Cemetery was a potential conflict of interest, not a direct conflict, and he was still eligible to vote.

City Council Action: Motion made by Councilor Herzig, seconded by Councilor Nemlowill to adopt the Resolution amending the current fees and implementing the new fees for both Ocean View Cemetery and the Building Division. Motion carried unanimously. Ayes: Councilors Warr, Herzig, Nemlowill and Mayor LaMear; Nays: None.

Item 7(c): Authorization to Solicit Bids – Headworks Spur 11B Combo Timber Sale 2015 (Public Works)

A commercial thinning on 40 acres is proposed for the summer of 2015. The access road, Spur 11B, will be improved with this thinning. The net proceeds from this thinning operation are estimated to be \$260,000.00 after harvest and reforestation costs. It is recommended that Council approve the solicitation of bids for Spur 11B Combo Timber Sale 2015. Bids received will be brought to Council for consideration.

Councilor Herzig said people always become concerned when trees are cut in the watershed. He asked City Forester Mike Barnes to explain how this thinning would not affect the City's Carbon Sequestration Program and would benefit the health of Astoria's watershed.

Mike Barnes, 33655 NE Crow Creek Road, Newberg, displayed a photograph showing the main reservoir. He used the photograph to explain where the thinning would occur, noting where Spur 11B was located, which areas had already been clear-cut, and which areas were part of the timber sale. The sale area was last thinned between 25 and 30 years ago. The area that was recently clear-cut caused considerable blow-down on the City's land, which will be cleaned up and reforested. The thinning will have no impact on the carbon project, which is expected to have an annual harvest of about 800,000 board feet for the foreseeable future. Thinning will remove some of the lower quality material, improve the stand, and have little to no impact. The water quality will likely be improved by the improvements made to Spur 11B.

Councilor Herzig said he toured the area. The blow-down was partly because of the clear-cutting done by Campbell Group, which exposed the City's trees to wind. Mr. Barnes added that ridges mark the watershed boundaries. When the ridge on adjacent land is exposed after being clear-cut, trees on the City's land are at risk of being blown over.

Councilor Herzig understood the water is regularly tested for pesticides and insecticides. Mr. Barnes noted the water is checked daily and the City does not use any chemical applications on its forestlands.

City Council Action: Motion made by Councilor Herzig, seconded by Councilor Warr to authorize Staff to solicit bids for the Spur 11B Combo Timber Sale 2015. Motion carried unanimously. Ayes: Councilors Warr, Herzig, Nemlowill and Mayor LaMear; Nays: None.

Item 7(d): Contract Amendment Approval for the Mitigation of Contaminated Soils Related to the Removal of Underground Heating Oil Tank for the Astoria Senior Center Renovation Project (Public Works)

In February of 2015, Al Jaques, the Senior Center Remodel Project Manager, solicited services from ABA Company and K&S Environmental, Inc., for the removal an underground heating oil storage tank and testing of the soils surrounding the tank. The tank was discovered by the Project Manager during his site investigations and had not been identified in earlier site investigations during the HUD Grant application process. The City contracted for the aforementioned services, which were completed in late February for the total sum of \$4,500. Test results of the soil surrounding the tank indicated the tank had deteriorated and contaminated the soils with heating oil above the allowable limits established by the Department of Environmental Quality (DEQ). Following this discovery, the Project Manager solicited the accompanying proposal from ABA Company and K&S Environmental, Inc., for the mitigation (removal/disposal/analysis) of the contaminated soils, in addition to filing all of the necessary reporting documentation to DEQ. The fee for these services is for a not to exceed cost of \$18,000. Work proceeded on removal and mitigation to complete this work during good weather and to avoid remobilizing expenses with the contractor on site. As the contract amendment is over the City Manager's spending authority, it is being brought to the City Council for consideration of approval. K&S Environmental, Inc., has submitted all of the required reporting documentation to DEQ and we now await the final determination by DEQ as to the status of closing the file with no further action required.

Project staff has been working with the Oregon Business Development Department's Brownfields Program Specialist in an effort to secure reimbursement funding for the cost of the tank removal and contaminated soils mitigation, it is anticipated the City will be successful in obtaining funding for this work from the Oregon Business Development Department in lieu of utilizing the project's Community Development Block Grant renovation funding for these expenses. It is recommended that the City Council approve the proposed Contract Amendment for the mitigation of the contaminated soils related to the removal of the underground heating oil tank for the Astoria Senior Center renovation project.

City Council Action: Motion made by Councilor Warr, seconded by Councilor Nemlowill to approve the Contract Amendment for the mitigation of the contaminated soils related to the removal of the underground heating oil tank for the Astoria Senior Center renovation project. Motion carried unanimously. Ayes: Councilors Warr, Herzig, Nemlowill and Mayor LaMear; Nays: None.

Item 7(e): Riverfront Trolley Association Operational Agreement (Public Works)

The Astoria Riverfront Trolley Association (RTA) operates Old 300 on City owned railroad tracks from Hamburg Ave. to 39th Street. Their operation commenced in June 1999 and has served as a tourist based passenger

service. RTA's operation is regulated by the Oregon Department of Transportation (ODOT) Rail Division. ODOT Rail provides operational and safety oversight to all passenger and freight rail in Oregon. In 2014, ODOT Rail completed their triennial review of the RTA. This review included findings and recommendations to be implemented by the City and RTA. City Staff prepared the Riverfront Trolley Association Operational Agreement by updating an existing draft agreement started in 2007. This agreement has been reviewed by the City Staff, City Attorney, RTA, and ODOT Rail. It will satisfy ODOT Rail's recommendation for a written agreement, and serves to formalize the verbal, informal, operational agreement that has existed for the past 15 years. It is recommended that City Council approve the Riverfront Trolley Association Operational Agreement.

City Manager Estes explained the agreement outlines a shared approach to track maintenance. RTA is responsible for minor maintenance like tightening bolts along the rail line. The City is responsible for more substantial maintenance like multiple tie replacements or trestle repair. Staff recommends the City use Promote Astoria funds to support track maintenance and will propose \$75,000 be budgeted annually, beginning with the 2015-16 fiscal year. In the past, Promote Astoria funds have been used to repair and maintain the Riverwalk and trolley trestles.

Councilor Herzig asked if City Council would be given information about Lake Oswego's trolley maintenance funding, which Staff will review to determine an appropriate amount for Astoria. Director Cook said Staff had already researched Lake Oswego's trolley maintenance funds. The proposal to allocate \$75,000 annually was based on this research.

Councilor Herzig said he was curious to find out how another city operates their trolley and asked if the research could be shared with City Council.

Mayor LaMear asked how much maintenance the tracks needed and how much funding was anticipated. Director Cook said many of the ties are deteriorating and are unable to support the tracks. An assessment of trestle structures and inspection of the ties will be done. When the structural analysis is complete, the total costs would be broken up and repairs would be prioritized to make maintenance affordable. Burlington Northern Railroad used to come to Astoria with two passenger cars full of maintenance technicians each year. The maintenance technicians would spend two or three weeks in Astoria, maintaining the tracks at a level that would accommodate a cargo or freight train.

City Council Action: Motion made by Councilor Herzig, seconded by Councilor Warr to approve the Riverfront Trolley Association Operational Agreement. Motion carried unanimously. Ayes: Councilors Warr, Herzig, Nemlowill and Mayor LaMear; Nays: None

Item 7(f): City Council Rules

The Council will discuss the "City Council Rules" following up from the last meeting. City Attorney Henningsgaard updated the draft reviewed at the March 15th meeting to address statutory provisions and shorten the document. Included in the packet is a "tracked changes" version as well as a clean copy.

Councilor Nemlowill believed the revised draft was a great improvement and she thanked Staff for their work. She asked for clarification on Section 2.7: Quorum. City Attorney Henningsgaard explained the language in the rule was taken directly from Astoria's charter. He believed the rule allowed Councilors present at a meeting to direct the Chief of Police to bring non-present Councilors to the meeting. He has never heard of this situation occurring in Astoria; however, in other cities, Councilors have been forced to attend meetings.

Councilor Nemlowill asked if the rules would apply to other City board and commission meetings. She understood the Planning Commission ran their meetings very similarly to the City Council meetings. The biggest change to the proposed rules seemed to be a three-minute time limit for testimony.

Mayor LaMear asked for Council feedback on how the rules might apply to other boards and commissions.

Councilor Warr said he was concerned about Section 2.10, which requires Councilors to ask questions of Staff via the City Manager.

Mayor LaMear said the rule seemed appropriate, noting that Council is always asked to go through the City Manager when dealing with Staff.

Councilor Warr said the rule was not a big issue for him. If the other Councilors were okay with the rule, so was he.

Councilor Herzig said Council has been less formal with going through the City Manager. Councilors have been asking questions of Staff directly. He questioned whether the rule would be too formal for Astoria.

City Manager Estes believed there were times when the City Manager could help direct or guide questions and comments to the appropriate Staff person. However, he has had no concerns with Councilors directly asking Staff about agenda items.

Mayor LaMear believed Section 2.10 needed more revisions.

Councilor Herzig had concerns with Section 7: Public Testimony, which limits public testimony to three minutes. He did not believe there should be a time limit on public input. City Council's objective should be to make it easy, not more difficult, for people to bring their concerns to Council. If a time limit is adopted, he would like it to be five minutes. Last year, when a large audience was present at a City Council meeting, the Mayor asked the audience what they believed would be an appropriate time limit. He wanted to give people more time. The draft rules state this time limit would only apply to comments about an issue not on the agenda. The rules do not include language outlining how to address comments on agenda items. He believed citizens should be able to address agenda items, so the rules should be revised to include language on agenda related public comments. He believed the wording in Section 8: Ex Parte Contacts, Conflicts of Interest, Pre-hearing Bias should include the words ex parte contact, conflict of interest, and matters of bias throughout the section. He asked who had the right to challenge a Councilor's participation in a hearing, as this was not clear in the rules. He said he would only comply with Section 11: Communications, which requires Councilors to use City issued iPads for all communications of City concern, if the City bought him a keyboard. He did not like the touch screen typing and believed the rule was overly restrictive. Citizens who come to Councilors by any means deserve to be addressed. He understood that Councilors had to submit all of their electronic records to public scrutiny, but he did not like doing everything through the iPad.

Councilor Nemlowill said keyboards are cheap and handy. She asked how time would be kept during public comments and how time limits would be enforced. She was worried that failure to keep time consistently would show a bias.

Mayor LaMear believed Council needed to be consistent and she would be willing to discuss a time limit other than three minutes. She wanted to hear what everyone had to say, but there is no reason comments cannot be made in five minutes if one thinks about their comments in advance. Otherwise, meetings could last until late at night. Council wants to hear from everyone, but the rule might encourage people to think about what they want to say in a reasonable amount of time.

Councilor Warr believed Council could anticipate contentious issues most of the time. He suggested giving the presiding officer the option to declare a time limit when necessary.

Councilor Herzig supported Councilor Warr's suggestion because Council would not always have to keep time or be worried about bias. Councilor Nemlowill believed inconsistency could cause problems. If there is a contentious issue and people have not had the opportunity to prepare their remarks, there could be some frustrations. She believed the Mayor's desire to seek consistency was important and she liked the idea of giving the presiding officer some flexibility.

City Attorney Henningsgaard noted the rules are Council's rules and it is up to Council to decide how to apply them. The rules are not binding, nor are they created to make problems. These rules are meant to solve problems, so Council could choose to waive the rules at any time. No one is imposing the rules upon Council and they are not mandatory. The rules could soften the blow of inappropriate behavior in contentious situations. He believed the language about time limits was taken from the Forest Grove rules. If Council has an agenda item for which they anticipate a lot of public comments, Council could impose a different time limit. If only a few people want to speak, the time limit could be longer. Council could even give representatives of an involved party

a longer time to speak than others. Three minutes is the standard. If a rule is causing problems, it should not be adopted.

Mayor LaMear believed the majority of city councils in the State imposed a time limit to prevent the meetings from lasting too long and keep people from ranting for extended periods of time. She supported a consistent time limit that could be waived in specific cases and she was fine with five minutes.

Councilor Herzig said if a time limit had to be implemented, he preferred five minutes. He also wanted to make sure the public would have the opportunity to speak on agenda items during the discussion of those items before Council votes. The County allows people to sign up to speak on an agenda item. The chair has the list of people of who signed up and calls on people to speak. Astoria has no such process, but people would like to address agenda items when they are being discussed, not after Council votes. He wanted language added to the rules that gives the public this opportunity. He did not believe this would lengthen the meetings because many of the agenda items do not receive comments. However, there are times when people need to tell Council their opinions before Council makes a decision.

Councilor Warr suggested adding Section 7.2 to include the language requested by Councilor Herzig. He believed allowing people to speak during deliberation of agenda items could make meetings very long. City Manager Estes confirmed that Staff needed to change the time limit from three to five minutes, add a provision saying that comments would be requested for agenda items, and add a provision stating the rules can be waived. Mayor LaMear noted the time limit should apply to non-agenda and agenda items.

Councilor Nemlowill suggested implementing the rules for six months or a year, and then revisit them. There is no way to know how these rules will work until Astoria experiences them in action. Council wants to do what works best for the people and the rules should be tested.

Mayor LaMear asked for clarification on Section 2.8. City Manager Estes explained that an ordinance can be adopted at one meeting by a unanimous vote. If Council does not vote unanimously, a second vote on the ordinance would be conducted at a subsequent meeting.

Councilor Herzig encouraged the public to let Councilors know how they feel about the rules. He believed the rules were designed to make the meetings more democratic, more open to public input, and more functional.

City Manager Estes said Staff would make changes and present Council with a revised version of the rules.

Item 7(g): Dog Park

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

Mayor LaMear said after speaking with Director Cosby, Council realized the Parks budget would be very tight in the coming year. Therefore, she recommended the dog park be removed from the current and next year's City Council Goals. A dog park would not be possible this year, but she hoped it would be in the future.

Councilor Herzig noted next year's goals had not yet been adopted, so the dog park could be removed for next year with no further action.

City Manager Estes explained that Director Cosby has been advocating for a Parks Master Plan, which might be presented to the Budget Committee in the draft budget for the next fiscal year. The master plan would be developed with community involvement and would reflect what the community wants in the park system. The dog park could be more easily vetted if the master plan is included in next year's budget.

Councilor Warr favored removal of the dog park from City Council's Goals.

Councilor Herzig thanked Mayor LaMear for her flexibility. She has stepped back from an issue she has been passionate about because this is not the right time to move forward, which reflects well on her leadership.

Councilor Nemlowill said she was disappointed because it is not often that citizens who do not normally show up to Council meetings have taken so much action to make the dog park happen. She recognized the desire to see

a dog park and she hoped it would be included in the Parks Master Plan. However, she was also pleased that the City is considering the maintenance costs of the dog park before it is implemented. The City is already stretched thin and does not have the money to maintain a dog park. She believed Mayor LaMear did the right thing bringing up the dog park.

City Council Action: Motion made by Councilor Herzig, seconded by Councilor Nemlowill, to remove the dog park project from this year's City Council Goals. Motion carried unanimously. Ayes: Councilors Warr, Herzig, Nemlowill, and Mayor LaMear; Nays: None.

Councilor Herzig thanked Director Cosby for the many hours she spent working on the dog park project. Her work would not go to waste, and the information she has provided Council has helped Council make this difficult decision. Mayor LaMear noted the City considered at least twelve sites for the dog park and the process has been amazing.

NEW BUSINESS & MISCELLANEOUS, PUBLIC COMMENTS

ADJOURNMENT

There being no further business, the meeting was adjourned at 8:05 pm to convene the Executive Session.

EXECUTIVE SESSION

Item 9(a): ORS 192.660(2)(e) – Real Property Transactions

APPROVED:

City Manager

DRAFT

Parks Advisory Board Meeting Minutes
March 25, 2015

Chairperson Norma Hernandez called meeting to Order at 6:50am.

Present - Norma Hernandez, Jessica Schleif, Andrew Fick, Tammy Loughran, Eric Halverson, Joe Miltengerger, and Jim Holen

Absent - Peter O'Farrell, Grace Laman and Howard Rub

Guests - Drew Herzig

Staff - Angela Cosby, Pam Pearce and Jonah Dart-McLean

Approval of Minutes

1. Andrew Fick noted the following correction to the February minutes under New Business A.: "Andrew Fick ***seconded the motion***. The motion was unanimously approved." Joe Miltengerger motioned to approve the minutes as corrected, Tammy Loughran seconded the motion. February minutes were unanimously approved.

Public comments

1. Drew Herzig, 628 Klaskanine Ave. Astoria, said a Safeway employee told him she liked the recreation center and loved the teachers. However, she was concerned about the bark chips in the children's play area and would like the chips replaced with interlocking rubber mats. She believed it would be better for the children to fall on rubber mats instead of bark.

President Hernandez

1. What do you hear- Andrew Fick heard from an Alderbrook resident they appreciated the work that was done on the Riverwalk Trail near the neighborhood. Jim Holen heard that several dog owners were excited about the proposed dog park on Columbia Memorial Hospital (CMH) property. However, people are concerned about establishing expectations for park users. He suggested getting sponsors to fund signage that addresses safety, cleanup, and rules of engagement. President Hernandez noted the dog park would not be discussed at this meeting because the Parks Board is still gathering information.

Employee Recognition

1. Director Cosby recognized Jonah Dart-McLean as the February Employee of the Month and Pam Pearce for 5 years of service to the City.

Old Business

1. Tammy Loughran said she would have an update on the Parks foundation after their meeting later that day. The update would include information about the 0K Run fundraiser.
2. Jonah Dart-McLean gave an update on the Parks Lawn and Plant Management Task Force, which visited Alderbrook Lagoon, Fort Astoria, Shively Park, Lindstrom Park, and Niemi Field during their last meeting two weeks ago. The Task Force discussed mapping and cataloguing the plants, adding signage about historic plants, park adoption, partnering with entities throughout the North Coast, and weed suppression through mulching and mechanical means. He hoped to present the Board with recommendations in April. Jessica Schleif added she was amazed by the drainage problems on the softball field. The Task Force had a lot of great suggestions. Brook Dueling from the Watershed Council was also on the tour.

New Business

1. Director Cosby updated the Board on the special City Council meeting at Ocean View Cemetery by showing the presentation given at the meeting, which noted the history, plot mapping, financing, maintenance, future development, current challenges and proposed solutions to the challenges associated with the cemetery. City Council indicated fiscal responsibility should take priority over improving cemetery conditions. Therefore, incremental fee increases would be presented to Council in the next few weeks. City Council also wanted the Parks Department to begin mowing more frequently and focus on eliminating net annual losses. Drew Herzig added it was important to understand the City is contractually obligated to provide perpetual care of the plots and plot owners have expectations that the cemetery will be well maintained. Staff reductions have resulted in perpetual care that is not up to cemetery standards. The Board shared ideas for future development, maintenance, and increasing revenue. Director Cosby described issues with volunteer groups that have provided maintenance services at the cemetery. A CHIP-In event at the cemetery has been scheduled for the weekend of May 23 – 24, 2015.
2. Director Cosby gave the maintenance project report, noting maintenance would increase at the baseball and softball fields this year. Jonah Dart-McLean added the roof project at Shively Park was complete, expect for installing insulation in the attic.
3. Director Cosby gave a report on the CHIP-in program. The next event is April 19 at Tapiola Park from 1:00 pm to 4:00 pm.
4. Director Cosby gave the Special Projects report. Janice O'Malley Galizio was recognized for her work getting sponsorships and partnerships for Run on the River. So far, about 130 participants have signed up for the marathons.
5. Director Cosby gave an update on Lil Sprouts and Port of Play. The school district and Head Start helped install the new playground. The Dr. Seuss event was a success.
6. Director Cosby reported on the community gardens.
7. Director Cosby reported on the recreation center, programs, fitness, and athletics. This will be the second year of the youth volleyball program and new classes will be offered. New Staff members are increasing programming for the after school program. Hard-boiled eggs will be used this year at the Easter Egg Hunt to help promote the Healthy Eating Active Living (HEAL) Program and to prevent environmental issues caused by plastic eggs left in the park. Staff is concerned there may be some opposition from the community about using real eggs. She asked the Board to help spread the word about the use of real eggs this year. The school district, senior center, and youth have volunteered to assist with boiling and dyeing the eggs. Volunteers are still needed to hide the eggs before the hunt. Instead of candy, prizes will be given to the children. Any remaining eggs will be shared with the Column and the Maritime Museum or given to hog farmers.
8. Director Cosby gave the Aquatic Center report, which included statistics about rescues and the demographics of persons rescued.
9. Director Cosby updated the Board on upcoming events.
10. The Board and Staff discussed the teen center. Director Cosby noted the center had a group of teens that attended regularly. Andrew Fick suggested promoting the center to middle school students.
11. Tammy Loughran announced that Gray School Community Gardeners would host an Earth Day event on April 19th. Once the time has been determined, the event would be added to the event calendar. Director Cosby said the Parks Department would support and help advertise the event.
12. Eric Halverson announced there would be several activities around town in April in support of Sexual Assault Awareness Month.

Next meeting will be held Wednesday, April 22, 2015 at 6:45am at the Astoria Recreation Center.



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

Date: April 22, 2015

MEMORANDUM

TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: **INTERGOVERNMENTAL AGREEMENT (IGA) WITH OREGON DEPARTMENT OF FORESTRY FOR LIDAR (TOPOGRAPHIC DATA) ACQUISITION**


DISCUSSION/ANALYSIS

The Oregon Department of Forestry (ODF) will be hiring a consultant to collect aerial topographic data commonly referred to as LIDAR (Light Detection and Ranging) data of various portions of Clatsop, Columbia and Tillamook Counties. LIDAR is a remote sensing method to examine the surface of the earth. We were invited by ODF to participate in the data acquisition since our watershed was within the limits of the work. This opportunity will allow the City to acquire useful data at a very good price. The data will be used for preliminary studies for projects within the watershed and should be useful if any follow up studies are required for Emergency Management Planning of the Bear Creek Dam. The cost to the City is \$2,974.00 and will be paid upon completion of the work and delivery to the City. The deliverables and the City share of the cost are defined in the attached IGA. The acquisition would be funded out of the Capital Improvement Fund.

RECOMMENDATION

It is recommended that Council authorize the City Manager to sign the attached IGA with ODF for the purchase of LIDAR Data.

Submitted By 
Ken Cook, Public Works Director

Prepared By 
Jeff Harrington, City Engineer



Oregon Department of Forestry INTERGOVERNMENTAL AGREEMENT

This agreement is between the **STATE of OREGON**, acting by and through its **DEPARTMENT OF FORESTRY**, hereafter called **ODF**, and the **CITY of ASTORIA, OREGON**, hereafter called **City**.

Administrators of this agreement are:

ODF	City
Administrator: Brian Pew Title: Deputy Chief Organization: Oregon Department of Forestry Address: 2600 State St, Bldg E Salem, OR 97310 Phone: 503-945-7351 Fax: 503-945-7314 Email: Brian.Pew@oregon.gov	Administrator: Brett Estes Title: City Manager Organization: City of Astoria Address: 1095 Duane Street Astoria, OR 97103 Phone: 503-325-5824 Fax: 503-325-2997 Email: bestes@astoria.or.us

RECITALS

By the authority granted in Oregon Revised Statutes (ORS) 190.110 and 526.046, City may enter into cooperative agreements with counties, cities, and units of local governments.

1. Purpose

The purpose of this agreement is to collaborate on the collection of high resolution topographic data commonly called "lidar". ODF will administer a contract with a vendor, Geo Terra Inc., hereafter called **Contractor**, for the collection of lidar.

2. Effective Date and Duration

This agreement shall become effective on the date all required signatures are obtained and, when required, approved by the Department of Justice. Unless earlier terminated, amended or extended, this agreement shall expire when Contractor's completed performance has been accepted by ODF and City or April 15, 2017, whichever is sooner.

3. Statement of Work

The Statement of Work, including the delivery schedule for the work, is contained in **Exhibit A** attached hereto and by this reference made a part hereof. Deliverables shall consist of the following:

Geospatial data and documentation.

- All data in LAS 1.2 format
- 3 ft Bare Earth and Highest Hit DEM Rasters in ESRI Grid Format
- 1 ft Intensity geotiffs
- 3 ft Ground Density Raster
- Vectors of Tiling schemes index feature classes
- Report

General Lidar Specs:

- 8 points /square meter
- Beam Divergence 15-40 cm

- Relative Accuracy: 10 cm
- Absolute Accuracy: 9.5 cm
- Projection: OGIC NAD83(2011) GEOID12A international feet

4. Consideration

A. City agrees to pay ODF, from available and authorized funds as provided in paragraph 8, the sum of up to \$2,974 for accomplishing the work required by this agreement. The maximum, not-to-exceed compensation payable to ODF under this agreement, which includes any allowable expenses, is \$2,974.

B. Any interim payments to ODF shall be made only in accordance with the schedule and requirements in **Exhibit A**.

5. Subcontracts

ODF has a contract in place with Geo Terra Inc. to acquire lidar data. (Contract attached)

6. Amendments

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written amendment signed by the parties. The amendment shall be effective as of the date on which every party has signed the amendment and all requisite approvals are obtained. All amendments to this Agreement shall comply with applicable statutes and administrative rules.

7. Termination

A. This agreement may be terminated by mutual consent of both parties, or by either party upon thirty (30) calendar day's written notice.

B. The City may terminate this agreement effective upon delivery of written notice to the ODF, or at such other date as may be established by the City under any of the following conditions:

1. If City funding is not obtained and continued at levels sufficient to allow for purchase of the specified services. When possible, and when agreed upon, the agreement may be modified to accommodate a reduction in funds.
2. If federal or state regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this agreement, or are no longer eligible for the funding proposed for payments authorized by this agreement.
3. If the ODF fails to perform the work specified herein, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from the City, fails to correct such failures within ten (10) days or such longer period as the City may authorize.

8. Funds Available and Authorized

The City certifies at the time the agreement is written that sufficient funds are available and authorized for expenditure to finance costs of this agreement within the City's current appropriation and limitation. ODF understands and agrees that City's payment of amounts under this agreement attributable to work performed after the last date of the current biennium is contingent on City receiving from the Oregon Legislative Assembly appropriations, limitations or other expenditure authority sufficient to allow City, in the exercise of its reasonable administrative discretion, to continue to make payments under this agreement. In the event the Oregon

Legislative Assembly fails to approve sufficient appropriations, limitations or other expenditure authority, City may terminate this agreement without penalty or liability to the City, effective upon the delivery of written notice to the ODF, with no further liability to ODF.

9. Captions

The captions or headings in this agreement are for convenience only and in no way define, limit or describe the scope of intent of any provisions of this agreement.

10. Access to Records

The City, and its duly authorized representatives shall have access to the books, documents, papers and records otherwise privileged under law of the ODF which are directly pertinent to the specific agreement for the purpose of making audit, examination, excerpts and transcript.

11. Compliance with Applicable Law

ODF will comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Work under this Contract. Without limiting the generality of the foregoing, ODF expressly agrees to comply with (i) Title VI of the Civil Rights Act of 1964; (ii) Section V or the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

City's performance under this Contract is conditioned upon ODF's compliance with the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235, 279B.270., which are incorporated by reference herein. ODF will ensure that the language "equal opportunity employer/program" and "auxiliary aids and services are available upon request to individuals with disabilities" in English and Spanish appear on each work product.

12. Sensitive Information

Except for information that is already a matter of public record, ODF shall not publish or otherwise disclose, except to City or as otherwise required by law, any information or data obtained hereunder from private individuals, organizations, or public agencies in a publication wherein the information or data furnished by or about any particular person or establishment can be identified, except with the written consent of such person or establishment. Information concerning the business of the City, its financial affairs, and its relations with its clients and employees, as well as any other information that may be specifically classified as confidential by the City, shall be kept confidential. ODF shall instruct its employees and subcontractors to keep such information confidential by using the same care and discretion that they use with similar information that the ODF designates as confidential.

13. Merger Clause

This agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements or representations, oral or written, not specified herein regarding this agreement. Both parties, by the signature below of its authorized representative, hereby acknowledges that s/he has read this agreement, understands it and agrees to be bound by its terms and conditions.

SIGNATURES

2015 Northwest Oregon Lidar Acquisition agreement

Oregon Department of Forestry

City of Astoria

Name: _____

Name: Brett Estes

Title: _____

Title: City Manager

Signature: _____

Signature: _____

Date: _____

Date: _____

EXHIBIT A – Statement of Work

City and ODF mutually express their agreement and common understanding as follows:

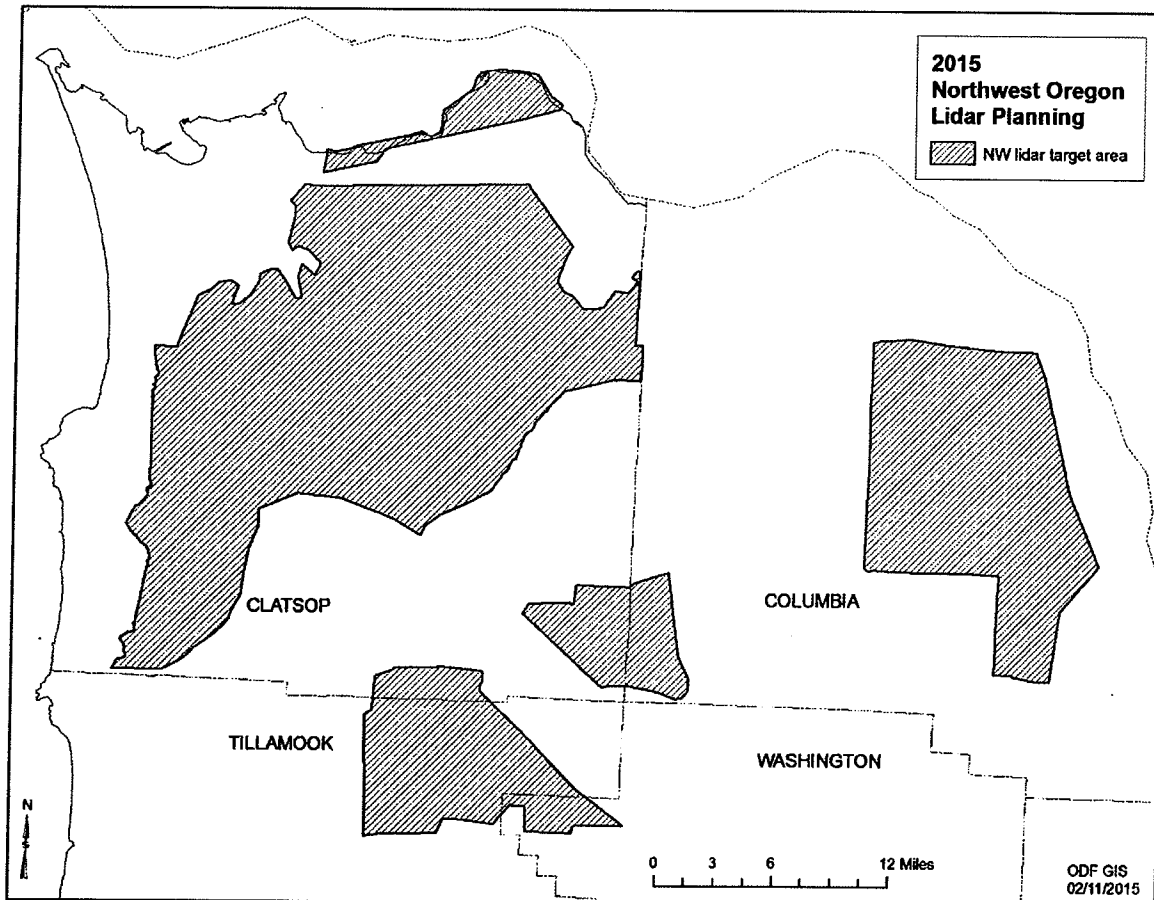
ODF will administer a contract with a vendor, Geo Terra Inc., (Contractor), for the collection of lidar.

ODF will deliver draft lidar products to City upon receipt from Contractor.

City will review the draft lidar products for errors and report findings to ODF within thirty (30) days.

Upon final acceptance by ODF and City of lidar products from Contractor City shall pay ODF the full contract amount (\$2,974).

Attached contract for lidar services between ODF and Geo Terra Inc. (Contractor).





CITY OF ASTORIA
Founded 1811 • Incorporated 1856

April 24, 2015

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM: BRETT ESTES, CITY MANAGER

SUBJECT: BUSINESS OREGON DEVELOPMENT DEPARTMENT GRANT APPLICATION FOR THE REIMBURSEMENT OF COSTS RELATED TO THE REMOVAL OF THE UNDERGROUND HEATING OIL TANK AND MITIGATION OF ASSOCIATED CONTAMINATED SOILS AT THE ASTORIA SENIOR CENTER PROJECT SITE.

DISCUSSION/ANALYSIS

On April 6, 2015 the Council approved a contract amendment in the amount of \$18,000 for services provided by ABA Company and K&S Environmental, Inc. related to the mitigation of the contaminated soils associated with the prior removal of the underground heating oil tank at the Senior Center. The City had previously contracted services with ABA Company and K&S Environmental, Inc. for removal of the tank in the amount of \$4,500, resulting in a total project cost of \$22,500.

Project staff has been working with the Business Oregon Development Department's Brownfields Program Specialist in an effort to secure reimbursement funding for the cost of the tank removal and contaminated soils mitigation. A grant application must be filed to be considered for funding. It is anticipated the City will be successful in obtaining funding for this work from the Business Oregon Development Department in lieu of utilizing the project's renovation funding for these expenses.

RECOMMENDATION

It is recommended that the City Council authorize submittal of a Business Oregon Development Department grant application for the reimbursement of costs related to the removal of the underground heating oil tank and subjacent mitigation of the contaminated soils related to the Astoria Senior Center project site.

By:  FOR
Al Jaques, Project Manager




CITY OF ASTORIA

Founded 1811 • Incorporated 1856

April 24, 2015

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 Wine Kraft LLC doing business as Wine Kraft. The application is a New Outlet for a Limited On-Premises Sales License. The site is located at 80 10th Street, Astoria and the application will be considered at the May 4, 2015 meeting. 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,



Susan Brooks
Director of Finance & Administrative Services



OREGON LIQUOR CONTROL COMMISSION
LIQUOR LICENSE APPLICATION

ORIGINAL

Application is being made for:

LICENSE TYPES

- Full On-Premises Sales (\$402.60/yr)
 - Commercial Establishment
 - Caterer
 - Passenger Carrier
 - Other Public Location
 - Private Club
- Limited On-Premises Sales (\$202.60/yr)
 - Off-Premises Sales (\$100/yr)
 - with Fuel Pumps
 - Brewery Public House (\$252.60)
 - Winery (\$250/yr)
 - Other: _____

ACTIONS

- Change Ownership
- New Outlet
- Greater Privilege
- Additional Privilege
- Other _____

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: 4-8-15

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: _____

Title: _____

OLCC USE ONLY

Application Rec'd by: [Signature]

Date: 4/8/2015

90-day authority: Yes No

1. Entity or Individuals applying for the license: [See SECTION 1 of the Guide]

① WINEKRAFT, LLC ③ _____
② _____ ④ _____

2. Trade Name (dba): WINEKRAFT

3. Business Location: 80 10th St Astoria Clatsop OR 97103
(number, street, rural route) (city) (county) (state) (ZIP code)

4. Business Mailing Address: same
(PO box, number, street, rural route) (city) (state) (ZIP code)

5. Business Numbers: 503-407-1527
(phone) (fax)

6. Is the business at this location currently licensed by OLCC? Yes No

7. If yes to whom: _____ Type of License: _____

8. Former Business Name: _____

9. Will you have a manager? Yes No Name: April Thorngamson
(manager must fill out an Individual History form)

10. What is the local governing body where your business is located? Astoria, OR
(name of city or county)

11. Contact person for this application: Rebecca Kraft 503-407-1527
(name) (phone number(s))
1486 SW Alder Ave Warrenton, OR 97146 RebeccaKraft49@gmail.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 Rebecca Kraft Date 4-6-15 ③ _____ Date _____
② _____ Date _____ ④ _____ Date _____



OREGON LIQUOR CONTROL COMMISSION BUSINESS INFORMATION

Please Print or Type

Applicant Name: WINEKRAFT, LLC Phone: 503-407-1527

Trade Name (dba): WINEKRAFT

Business Location Address: 80 1044 St

City: Astoria ZIP Code: 97103

DAYS AND HOURS OF OPERATION

Business Hours:

Sunday	<u>11</u>	to	<u>5</u>
Monday	_____	to	_____
Tuesday	_____	to	_____
Wednesday	<u>4</u>	to	<u>10</u>
Thursday	<u>4</u>	to	<u>10</u>
Friday	<u>4</u>	to	<u>11</u>
Saturday	<u>4</u>	to	<u>11</u>

Outdoor Area Hours:

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

The outdoor area is used for:

- Food service Hours: _____ to _____
- Alcohol service Hours: _____ to _____
- Enclosed, how _____

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

(Investigator's Initials)

Seasonal Variations: Yes No If yes, explain: _____

ENTERTAINMENT

Check all that apply:

- | | |
|--|---|
| <input type="checkbox"/> Live Music | <input type="checkbox"/> Karaoke |
| <input checked="" 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

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

SEATING COUNT

Restaurant: _____ Outdoor: _____

Lounge: 38 Other (explain): _____

Banquet: _____ Total Seating: _____

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: Rebecca Kraft Date: 8-6-15

1-800-452-OLCC (6522)

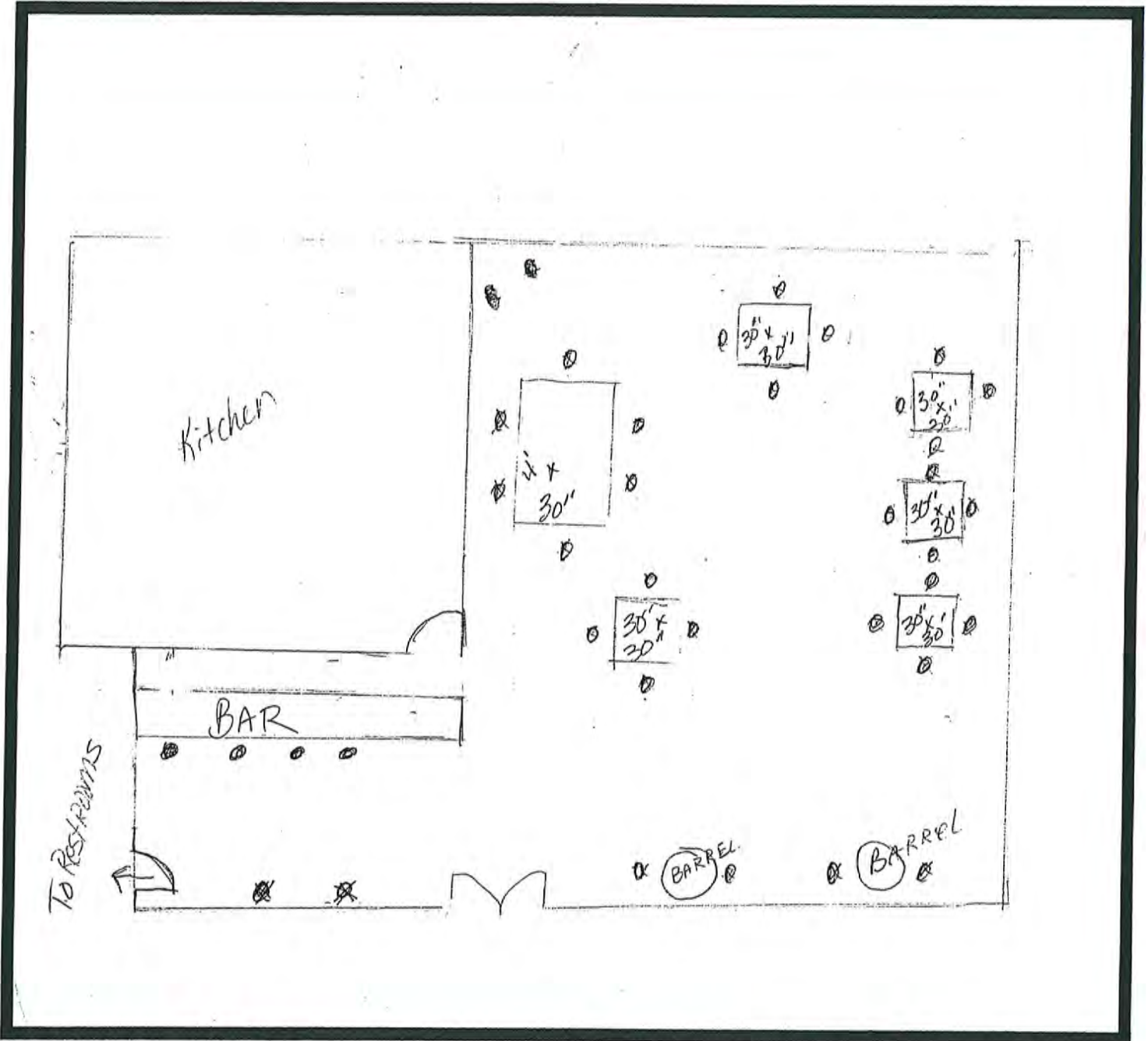
www.oregon.gov/olcc

(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.
- The floor plan(s) must show the specific areas of your premises (e.g. dining area, bar, lounge, dance floor, video lottery room, kitchen, restrooms, outside patio and sidewalk cafe areas.)
- Include all tables and chairs (see example on back of this form). Include dimensions for each table if you are applying for a Full On-Premises Sales license.



Rebecca KRAFT
Applicant Name

WINE KRAFT
Trade Name (dba):

Astoria 97146
City and ZIP Code

.....OLCC USE ONLY.....
MINOR POSTING ASSIGNMENT(S)


Date: _____ Initials: _____



April 20, 2015

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: **16th STREET CSO SEPARATION PROJECT – APPROVE IFA FINANCING CONTRACT AMENDMENT RESOLUTION**

DISCUSSION/ANALYSIS

The upcoming 16th St. Combined Sewer Overflow (CSO) Separation project mainly consists of installing over 12,000 feet of new stormwater pipe within the existing roadway infrastructure in established City right-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
Grand from 15th St. to 16th St.

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.

At the March 16th meeting, Council was informed that the project would likely exceed the available funding based on the engineer's estimate at final design, but an amendment to the Infrastructure Finance Authority (IFA) Financing Contract would be requested after bids were received to determine to appropriate amount for the funding increase. Bids were received on April 16th and the award of the construction contract to the lowest responsive bidder is included in this meeting's Council packet. The budget has been updated with the bid amount, a typical 10 percent construction contingency, and numerous other required construction services.

The current IFA funding package that includes a \$525,000 grant and a \$5,158,000 low-interest loan at a 2.09% interest rate with a 25-year payback period will be amended to increase the loan by \$1,530,000 to \$6,688,000 for a total funding amount of \$7,213,000. A portion of the CSO Surcharge fee will be utilized to repay the project loan.

The project budget includes permit fees, design, and construction services:

	Budget Estimate
Permits, fees, misc.	\$5,000
Design and bidding	\$665,100
Construction bid	\$5,483,180
Construction contingency (10%)	\$549,000
BOLI	\$6,000
Archeological Monitoring	\$77,000
Geotechnical, monumentation, materials testing	\$49,000
Construction management	\$150,000
Construction inspection	\$225,000
TOTAL	<u>\$7,209,280</u>

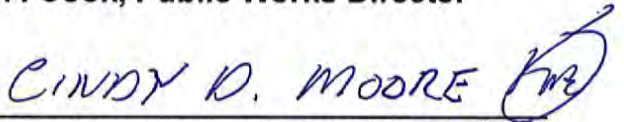
The City Attorney has reviewed, and approved as to form, the contract amendment documents.

Construction is scheduled to begin by the end of May. Substantial completion of this project is anticipated by the end of November.

RECOMMENDATION

It is recommended that Council approve the amendment resolution and authorize execution of the IFA Financing Contract Amendment No.1 for the 16th Street CSO Separation Project to increase the total amount of the loan to \$6,688,000 with no change to the \$525,000 grant.

Submitted By: 
Ken P. Cook, Public Works Director

Prepared By: 
Cindy D. Moore, City Support Engineer

CITY OF ASTORIA RESOLUTION NUMBER 15-_____

**AUTHORIZING A FINANCING LOAN FROM THE WATER FUND
BY ENTERING INTO A FINANCING CONTRACT
WITH THE OREGON INFRASTRUCTURE FINANCE AUTHORITY**

The Astoria Common Council (the "Governing Body") of the City of Astoria, Oregon (the "Recipient") finds:

A. The Recipient is a "municipality" within the meaning of Oregon Revised Statutes 285B.410(8).

B. Oregon Revised Statutes 285B.560 through 285B.599 (the "Act") authorize any municipality to file an application with the Oregon Infrastructure Finance Authority ("the IFA") to obtain financial assistance from the Water Fund.

C. The Recipient has filed an application with the IFA to obtain financial assistance for a "water project" within the meaning of the Act.

D. The IFA has approved the Recipient's application for financial assistance from the Water Fund pursuant to the Act.

E. The Recipient is required, as a prerequisite to the receipt of financial assistance from the IFA, to enter into a Financing Contract with the IFA, substantially in the form attached hereto as Exhibit A.

F. The project described in Exhibit A to the Financing Contract (the "Project") is a "water project" within the meaning of the Act which is needed by, and is in the public interest of the Recipient.

G. Notice relating to the Recipient's consideration of the adoption of this Resolution was published in full accordance with the Recipient's charter and laws for public notification.

NOW THEREFORE, BE IT RESOLVED by the Governing Body of the Recipient as follows:

1. Financing Loan Authorized. The Governing Body authorizes the Mayor and City Manager to execute the Financing Contract and the Promissory Note (the "Financing Documents") and such other documents as may be required to obtain financial assistance including a grant from the IFA in the amount of \$525,000, and a financing loan from the IFA on the condition that the principal amount of the loan from the IFA to the Recipient is not in excess of \$6,688,000 and the interest rate is 2.09% per annum. The proceeds of the loan from the IFA shall be applied solely to the "Costs of the Project" as such term is defined in the Financing Contract.

2. Security. Amounts payable by the Recipient shall be payable from the sources described in section 4 of the Financing Contract and the Oregon Revised Statutes Section 285B.581(2) which include:

- (a) The revenues of any water project, including special assessment revenues;
- (b) Amounts withheld under ORS 285B.599;
- (c) The general fund of the municipality; or
- (d) Any other source.

3. Additional Documents. The Mayor and City Manager are hereby authorized to enter into any agreements and to execute any documents or certificates which may be required to obtain financial assistance from the IFA for the Project pursuant to the Financing Documents.

4. Tax-Exempt Status. The Recipient covenants not to take any action or omit to take any action if the taking or omission would cause interest paid by the Recipient pursuant to the Financing Documents not to qualify for the exclusion from gross income provided by Section 103(a) of the Internal Revenue Code of 1986, as amended. The [name of officer] of the Recipient may enter into covenants on behalf of the Recipient to protect the tax-exempt status of the interest paid by the Recipient pursuant to the Financing Documents and may execute any Tax Certificate, Internal Revenue Service forms or other documents as shall be required by the IFA or their bond counsel to protect the tax-exempt status of such interest.

5. Reimbursement Bonds. The Recipient may reimburse expenditures for the Project with amounts received from the IFA pursuant to the Financing Contract. Additionally, the Recipient understands that the IFA may fund or reimburse itself for the funding of amounts paid to the Recipient pursuant to the Financing Documents with the proceeds of bonds issued by the State of Oregon pursuant to the Act. This Resolution shall constitute "official intent" within the meaning of Section 1.150-2 of the Income Tax Regulations promulgated by the United States Department of the Treasury with respect to the funding or the reimbursement for the funding of the costs of the Project with the proceeds of the Recipient's loan pursuant to the Financing Documents and with the proceeds of any bonds issued by the State of Oregon pursuant to the Act.

6. Declaration of Emergency. The Governing Body declares than an emergency exists in order that there be no delay in financing the Project as provided in this Resolution. Therefore, this Resolution shall be in force and effect from and after passage by the Governing Body.

DATED this ____ day of _____, 20_____.

Mayor

ATTEST:

City Manager

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

Amendment Number 1

Project Name: City of Astoria Sixteenth Street Combined Sewer Overflow Separation Project

This amendment is made and entered into by and between the State of Oregon, acting by and through the Oregon Infrastructure Finance Authority (“IFA”), and the City of Astoria (“Recipient”), and amends the Financing Contract, Project Number Y14006 (“Contract”) dated 7 April 2014 for the above-named Project. Capitalized terms not defined in this amendment shall have the meanings assigned to them by the Contract.

Recital: The purpose of this amendment is to increase the Loan Amount and modify the Project Description, to reflect higher than expected bid prices and additional work.

The parties agree to:

1. Amend the following Key Terms in Section 1 of the Contract as follows (deletion in ~~striketrough~~; addition in double underline):

“ “Estimated Project Cost” means ~~\$5,683,000~~ \$7,213,000.

“Loan Amount” means ~~\$5,158,000~~ \$6,688,000.”

2. Delete Exhibit C (Form of Promissory Note) and Exhibit E (Project Budget) to the Contract and replace them with the attached new Exhibit C and new Exhibit E.
3. Amend the second paragraph of Exhibit D (Project Description) to the Contract as follows (deletion in ~~striketrough~~; addition in double underline):

“ All construction associated with the 16th Street CSO Separation project will be done within existing City of Astoria right-of-way in the following areas:

- 14th Street from Duane to Lexington
- 15th Street from Duane to Irving
- 16th Street from Duane to Lexington
- 17th Street from Duane to Jerome
- 18th Street from Franklin to ~~Grant~~ Grand Avenue
- 15th Street from Jerome to Madison Avenue
- Jerome Avenue from 14th to 15th Street ”

IFA will have no obligation under this amendment, unless within 60 days after receipt, the Recipient delivers to IFA the following items, each in form and substance satisfactory to IFA and its Counsel:

- (i) This amendment duly executed by an authorized officer of the Recipient;
- (ii) A copy of the ordinance, order or resolution of the governing body of Recipient, certified by an authorized officer of Recipient, authorizing the borrowing of the new Loan Amount, the contemplated transactions under this amendment, and the execution and delivery of this amendment and the replacement Note.
- (iii) A replacement Note duly executed by an authorized officer of the Recipient, substantially in the form of Exhibit C.
- (iv) Such other certificates, documents, opinions and information as IFA may reasonably require.

Except as specifically provided above, this amendment does not modify the Contract, and the Contract shall remain in full force and effect during the term thereof. This amendment is effective on the date it is fully executed and approved as required by applicable law.



STATE OF OREGON
acting by and through the
Oregon Infrastructure Finance Authority



CITY OF ASTORIA

By: _____
Paulina Layton, Manager
Program Services Division

By: _____
The Honorable Arline LaMear
Mayor of Astoria

Date: _____

Date: _____

**APPROVED AS TO LEGAL SUFFICIENCY IN
ACCORDANCE WITH ORS 291.047:**

/s/ Lynn Nagasako as per email dated 30 April 2015
Lynn T. Nagasako, Sr. Assistant Attorney General

By: _____
Brett Estes, City Manager

Date: _____

EXHIBIT C - FORM OF PROMISSORY NOTE

City of Astoria

PROMISSORY NOTE

Dated XXXXXXXXXXXXXXXXXX, XXXX
XXXXXXXXXXXXXXXXXX, Oregon

FOR VALUE RECEIVED, the City of Astoria, 1095 Duane Street, Astoria, OR 97103 (“Recipient”), unconditionally promises to pay in lawful money of the United States of America to the order of the STATE OF OREGON, ACTING BY AND THROUGH THE OREGON INFRASTRUCTURE FINANCE AUTHORITY (“IFA”), at its principal office at 775 Summer Street NE, Suite 200, Salem, OR 97301-1280, or such other place as IFA or other holder of this Note may designate, the principal sum of Six Million, Six Hundred Eighty-Eight Thousand Dollars (\$6,688,000) or so much as is disbursed under the Contract (as defined below), plus interest on each disbursement at the Note Interest Rate of Two and 09/100 percent (2.09%) per annum, from the disbursement date until paid. Interest will be computed on the basis of a 360-day year, consisting of twelve 30-day months.

This Note is subject to and secured by that certain contract, number Y14006, between IFA and Recipient (as amended from time to time, the “Contract”). Capitalized terms not otherwise defined in this Note will have the meanings assigned to them by the Contract.

The Recipient shall make level installment payments of principal and interest, commencing on the Repayment Commencement Date and thereafter on each Payment Date. Each such installment will be in an amount sufficient to pay the interest accrued to the date of payment and so much of the principal as will fully amortize the Loan by the Maturity Date. Notwithstanding the above, the first such installment payment will be adjusted to include actual unpaid interest that accrued to the Repayment Commencement Date. On the Maturity Date, the entire outstanding principal balance and all accrued unpaid interest will be due and payable in full.

This Note is subject to mandatory prepayment and is payable prior to its maturity, and each payment made by Recipient will be applied as provided in section 4 (Loan Payment; Prepayment) of the Contract.

This Note is given to avoid the execution by Recipient of an individual note for each disbursement of Loan proceeds by IFA to Recipient in accordance with section 3 (Disbursements) of the Contract. The Recipient authorizes IFA to record the date and amount of each such disbursement, the date and amount of each payment and prepayment by Recipient, and the amount of interest accrued and paid. Absent manifest error, such notations will be conclusive evidence of borrowing, payments and interest under this Note; provided, however, that failure to make any such notations will not affect the obligations of Recipient under this Note or the Contract.

If any Event of Default occurs, the outstanding balance of the Note (including principal, interest and other charges, if any), at the option of IFA, becomes immediately due and payable in accordance with section 10 (Remedies) of the Contract. Failure or delay of the holder of this Note to exercise any option available under the terms of this Note, the Contract or any of the Financing Documents will not constitute a waiver of the right to exercise the option in the event of any continuing or subsequent default of the same or of any other provision. Presentment, dishonor, notice of dishonor, and protest are hereby waived.

To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Note is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to IFA by its attorneys. The Recipient shall, on demand, pay to IFA reasonable expenses incurred by IFA in the collection of Loan payments.

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

Notice to Recipient: Do not sign this Note before you read it.

CITY OF ASTORIA

By: _____XXXXXXXXXXXXXXXXXXXX

Title: _____XXXXXXXXXXXXXXXXXXXX

By: _____XXXXXXXXXXXXXXXXXXXX

Title: _____XXXXXXXXXXXXXXXXXXXX

Sample

Exhibit E: Project Budget

	IFA Funds	Other / Matching Funds
Activity	Approved Budget	Approved Budget
Permits and Fees	\$5,000	
Design and Bidding	665,100	
Construction	5,489,180	
Construction Contingency	552,720	
Archeological Monitoring	77,000	
Geotechnical Engineering	11,000	
Monumentation	18,000	
Materials Testing	20,000	
Construction Management	150,000	
Construction Inspection	225,000	
Total	\$7,213,000	



April 20, 2015

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: **16th STREET CSO SEPARATION PROJECT – AWARD CONSTRUCTION CONTRACT**

DISCUSSION/ANALYSIS

The upcoming 16th St. Combined Sewer Overflow (CSO) Separation project mainly consists of installing over 12,000 feet of new stormwater pipe within the existing roadway infrastructure in established City right-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:

- | | |
|---|--|
| 14 th St. from Duane to Lexington | 16 th St. from Marine to Lexington |
| 15 th St. from Commercial to Irving | 17 th St. from Duane to Jerome |
| 15 th St. from Jerome to Madison | 18 th St. from Exchange to Grand |
| Grand from 15 th St. to 16 th St. | Jerome from 14 th St. to 15 th St. |

In March, Council authorized bid advertisement of this project. The following three bids were received on April 16th:

Contractor	Total Bid
Engineer's Estimate	\$5,752,700.00
James W. Fowler	\$4,621,500.00
Emery & Sons	\$5,483,180.00
Tapani, Inc.	\$5,529,380.00

The bid in the amount of \$4,621,500.00 submitted by James W. Fowler Co. was a nonresponsive bid due to the failure of submitting a First Tier Subcontractor List. Therefore, the bid in the amount of \$5,483,180.00 submitted by Emery & Sons Construction Company was determined to be the lowest responsive bidder.

The construction budget includes a typical 10 percent contingency:

Construction bid	\$5,483,180
Construction contingency (10%)	\$549,000
CONSTRUCTION BUDGET	<u>\$6,032,180</u>

A Business Oregon Infrastructure Finance Authority (IFA) Financing Contract Amendment is included in this meeting's Council packet. Upon authorization of the Financing Contract Amendment, funding will be available for the award of the construction contract.

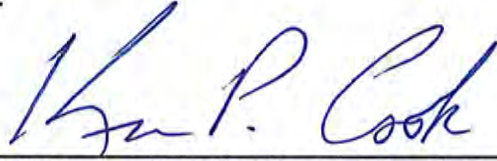
The City Attorney has reviewed, and approved as to form, the contract documents.

Construction is scheduled to begin by the end of May. Substantial completion of this project is anticipated by the end of November.

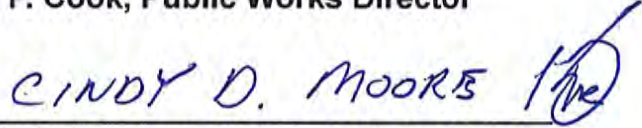
RECOMMENDATION

It is recommended that Council award the construction contract for the 16th Street CSO Separation Project to Emery & Sons for \$5,483,180.00.

Submitted By: _____


Ken P. Cook, Public Works Director

Prepared By: _____


Cindy D. Moore, City Support Engineer

AGREEMENT

1.00 - GENERAL

THIS AGREEMENT, made and entered into this ____ day of _____, 2015, by and between Emery & Sons Construction Group, PO Box 4109 Salem, Oregon 97302, hereinafter called "**CONTRACTOR**" and the **City of Astoria**, a municipal corporation, hereinafter called "**CITY**."

WITNESSETH:

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

2.00 - DESCRIPTION OF WORK

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

16TH STREET CSO SEPARATION PROJECT

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

3.00 - COMPLETION OF CONTRACT

The **CONTRACTOR** agrees that the Work under this Contract shall be completed by the following dates:

- Substantial Completion – October 30, 2015
- Final Completion – November 27, 2015

If said **CONTRACTOR** has not fully completed this Contract within the time set or any extension thereof, it shall pay liquidated damages in accordance with Section 00180.85 of the General Conditions.

4.00 - CONTRACT PRICE

The Contract Price for this project is \$5,483,180.00. Payment will be made in accordance with ORS 279C.560 including progress payments at the end of each month. Retainage will be withheld in accordance with ORS 279C.550 - .565.

5.00 - CONTRACT DOCUMENTS

The **CONTRACTOR** and the **CITY** agree that the plans, specifications (including the ODOT/APWA 2015 Oregon Standard Specifications for Construction and Contract Documents defined in Section 00110.20 of the Contract Documents General Conditions and all modifications thereto) and bid are, by this reference, incorporated into this Contract and are fully a part of this contract.

6.00 - NONDISCRIMINATION

It is the policy of the **CITY** 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, or gender identity/expression. **CONTRACTOR**, its employees, agents and subcontractors shall comply with this policy.

7.00 - CONTRACTOR IS INDEPENDENT CONTRACTOR

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

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

8.00 - SUBCONTRACTS - RELATIONS WITH SUBCONTRACTORS, ASSIGNMENTS AND DELEGATION

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

B. **CONTRACTOR** may not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055 or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225. If **CONTRACTOR** violates this prohibition, the **CITY** will regard the violation as a breach of contract and may either terminate the contract or exercise any other remedy for breach of contract.

9.00 - NONWAIVER

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

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

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

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

CONTRACTOR shall not permit any lien or claim to be filed or prosecuted against the **CITY** 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.

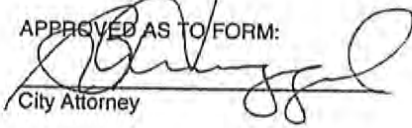
11.00 - CERTIFICATION OF COMPLIANCE WITH TAX LAWS

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

12.00 - CITY OCCUPATION TAX

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

APPROVED AS TO FORM:


City Attorney

Contractor Date

CITY OF ASTORIA, a municipal of the
State of Oregon

BY: _____
Mayor Date

ATTEST: _____
City Manager Date

Addendum No. 4

BID SCHEDULE
16TH STREET CSO SEPARATION PROJECT

Bid Item No.	Description	Quantity	Unit	Unit Price	AMOUNT BID
1	Construction Survey Work	1	LS	\$ 97,000 ⁻	\$ 97,000 ⁻
2	Mobilization	1	LS	\$ 540,000 ⁻	\$ 540,000 ⁻
3	Temporary Work Zone Traffic Control, Complete	1	LS	\$ 140,000 ⁻	\$ 140,000 ⁻
4	Erosion Control	1	LS	\$ 23,000 ⁻	\$ 23,000 ⁻
5	Abandonment of Monitoring Wells	6	EA	\$ 1,300 ⁻	\$ 7,800 ⁻
6	Removal of Walks and Driveways	2,100	SY	\$ 13 ⁻	\$ 27,300 ⁻
7	Removal of Pipes	2,500	LF	\$ 40 ⁻	\$ 100,000 ⁻
8	Removal of Curbs	4,900	LF	\$ 5 ⁻	\$ 24,500 ⁻
9	Removal of Catch Basins	65	EA	\$ 500 ⁻	\$ 32,500 ⁻
10	Removal of Manholes	3	EA	\$ 1,300 ⁻	\$ 3,900 ⁻
11	Clearing and Grubbing	1	LS	\$ 50,000 ⁻	\$ 50,000 ⁻
12	Roadway Reconstruction	22,650	SY	\$ 28. ⁵⁰	\$ 645,525 ⁻
13	Street Foundation Overexcavation	100	CY	\$ 84 ⁻	\$ 8,400 ⁻
14	Subgrade Geotextile	22,100	SY	\$ 1. ⁰⁰	\$ 22,100 ⁻
15	Geogrid	4,500	SY	\$ 3 ⁻	\$ 13,500 ⁻
16	Trench Protection and Dewatering	1	LS	\$ 150,000 ⁻	\$ 150,000 ⁻
17	Lateral Restraint Shoring System	1,500	LF	\$ 22 ⁻	\$ 33,000 ⁻
18	Saw Cutting Pavement for Asphaltic Concrete (AC)	19,400	LF	\$ 1. ⁵⁵	\$ 30,070 ⁻
19	Saw Cutting Pavement for Portland Cement Concrete (PCC)	9,500	LF	\$ 2. ⁵⁰	\$ 23,750 ⁻
20	Sand for Gas Pipeline Crossing	100	CY	\$ 70 ⁻	\$ 7,000 ⁻
21	Rock Excavation	300	CY	\$ 145 ⁻	\$ 43,500 ⁻
22	Trench Foundation Overexcavation	900	CY	\$ 83 ⁻	\$ 74,700 ⁻
23	24-inch HDPE Storm Pipe, Slip Line	1	LS	\$ 105,000 ⁻	\$ 105,000 ⁻

Addendum No. 4

Bid Item No.	Description	Quantity	Unit	Unit Price	AMOUNT BID
24	Deep Groundwater Control Wells	3	EA	\$16,000-	\$48,000-
25	Shallow Groundwater Control Wells	1	EA	\$14,000-	\$14,000-
26	Groundwater Observation Wells	2	EA	\$5,000-	\$10,000-
27	Cleanout, Adapter and Coupling	7	EA	\$500-	\$3,500-
28	8-inch PVC Storm Sewer Pipe & Fittings	3,400	LF	\$61-	\$207,400-
29	12-inch PVC Storm Sewer Pipe & Fittings	8,935	LF	\$79-	\$705,865-
30	6-inch PVC Perforated Drain Pipe and Cleanouts	150	LF	\$80-	\$12,000-
31	6-inch PVC Solid Drain Pipe	630	LF	\$58-	\$36,540-
32	Trench Dam and Interceptor Drain	21	EA	\$4,200-	\$88,200-
33	6-inch PVC Sanitary Side Sewer Pipe & Fittings	600	LF	\$75-	\$45,000-
34	8-inch PVC Sanitary Sewer Pipe & Fittings	105	LF	\$84-	\$8,820-
35	12-inch PVC Sanitary Sewer Pipe & Fittings	635	LF	\$103-	\$65,405-
36	Concrete Sanitary Sewer Manholes, 48-in Diameter	2	EA	\$4,100-	\$8,200-
37	Concrete Sanitary Sewer Flat Top Manhole with Drop Connection, 48-in Diameter	1	EA	\$6,700-	\$6,700-
38	Concrete Storm Sewer Manholes, 48-in Diameter	8	EA	\$4,200-	\$33,600-
39	Concrete Storm Sewer Manholes, 48-in Diameter, Flat Top	47	EA	\$4,700-	\$220,900-
40	Concrete Storm Sewer Manholes, 60-in Diam., Flat Top	2	EA	\$6,500-	\$13,000-
41	Concrete Catch Basin, Type 1	33	EA	\$2,000-	\$66,000-
42	Concrete Catch Basin, Thru Curb Inlet	57	EA	\$2,700-	\$153,900-
43	Minor Adjustment of Manholes	70	EA	\$550-	\$38,500-
44	Adjust Catch Basins	25	EA	\$285-	\$7,125-
45	Manhole over Existing Sewer, 48-inch Diameter	4	EA	\$5,800-	\$23,200-
46	Connection to Existing Structures	36	EA	\$480-	\$17,280-
47	Connect to Existing Pipe	49	EA	\$870-	\$42,630-

Addendum No. 4

Bid Item No.	Description	Quantity	Unit	Unit Price	AMOUNT BID
48	Cold Plane Pavement Removal	1,600	SY	\$ 13 ⁻	\$ 20,800 ⁻
49	Asphalt Concrete Pavement, Level 3	5,300	TN	\$ 103 ⁻	\$ 545,900 ⁻
50	Concrete Curb	4,900	LF	\$ 27 ⁻	\$ 132,300 ⁻
51	Concrete Driveways	410	SY	\$ 93 ⁻	\$ 38,130 ⁻
52	Concrete Walks	1,000	SY	\$ 60 ⁻	\$ 60,000 ⁻
53	Concrete Walks, ADA Ramps	6,200	SF	\$ 22 ⁻	\$ 136,400 ⁻
54	Hand Rail, 2-Rail	125	LF	\$ 76 ⁻	\$ 9,500 ⁻
55	Methyl Methacrylate, Sprayed, Surface, Non-Profiled (for CL Striping)	3,450	LF	\$ 2.12 ⁻	\$ 7,314 ⁻
56	Methyl Methacrylate, Sprayed, Surface, Non-Profiled (Paint Curb Yellow)	450	LF	\$ 5 ⁻	\$ 2,250 ⁻
57	Pavement Legend, Type AB, Arrow	18	EA	\$ 55 ⁻	\$ 990 ⁻
58	Pavement Legend, Type AB, School/Stop	5	EA	\$ 460 ⁻	\$ 2,300 ⁻
59	Pavement Legend, Type AB, On-street Parking	32	EA	\$ 234 ⁻	\$ 7,488 ⁻
60	Pavement Bar, Type AB	10,750	SF	\$ 6.60 ⁻	\$ 70,950 ⁻
61	Removal and Reinstallation of Existing Signs	1	LS	\$ 42,000 ⁻	\$ 42,000 ⁻
62	4-inch DI Potable Water Pipe, Fittings & Coupling	85	LF	\$ 120 ⁻	\$ 10,200 ⁻
63	6-inch DI Potable Water Pipe, Fittings & Coupling	200	LF	\$ 122 ⁻	\$ 24,400 ⁻
64	8-inch DI Potable Water Pipe, Fittings & Coupling	1,060	LF	\$ 88 ⁻	\$ 93,280 ⁻
65	10-inch DI Potable Water Pipe, Fittings & Coupling	145	LF	\$ 150 ⁻	\$ 21,750 ⁻
66	12-inch DI Potable Water Pipe, Fittings & Coupling	375	LF	\$ 160 ⁻	\$ 60,000 ⁻
67	14-inch DI Potable Water Pipe, Fittings & Coupling	25	LF	\$ 238 ⁻	\$ 5,950 ⁻
68	Blow-off Assembly, 2-inch	2	EA	\$ 4,000 ⁻	\$ 8,000 ⁻
69	Connection to Existing Main	22	EA	\$ 2,000 ⁻	\$ 44,000 ⁻
70	2-inch Gate Valve	1	EA	\$ 560 ⁻	\$ 560 ⁻
71	4-inch Gate Valve	3	EA	\$ 800 ⁻	\$ 2,400 ⁻

Addendum No. 4

Bid Item No.	Description	Quantity	Unit	Unit Price	AMOUNT BID
72	6-inch Gate Valve	3	EA	\$ 968 ⁻	\$ 2,904 ⁻
73	8-inch Gate Valve	6	EA	\$ 1,300 ⁻	\$ 7,800 ⁻
74	10-inch Gate Valve	4	EA	\$ 2,076 ⁻	\$ 8,304 ⁻
75	12-inch Gate Valve	5	EA	\$ 2,400 ⁻	\$ 12,000 ⁻
76	14-inch Butterfly Valve	1	EA	\$ 3,000 ⁻	\$ 3,000 ⁻
77	Hydrant Assemblies	2	EA	\$ 6,000 ⁻	\$ 12,000 ⁻
78	Reconnecting Existing Water Services, ¾-inch	6	EA	\$ 2,000 ⁻	\$ 12,000 ⁻
Total Bid Amount				\$ 5,483,180. ⁰⁰	

BID FORM

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

16th Street CSO Separation Project

in accordance with the ODOT/APWA 2015 Oregon Standard Specifications for Construction and the Special Provisions, Plans and Specifications hereto, and at the following Bid Schedule prices by the following completion dates:

- Substantial Completion – October 30, 2015
- Final Completion – November 27, 2015

Enclosed herewith is a bid surety deposit in the amount of at least five percent (5%) of the bid.

The undersigned bidder hereby represents as follows: That this bid is made without connections with any person, firm or corporation making a bid for same, and is in all respects fair and without collusion or fraud.

Contractor agrees comply with ORS 279C.838 or ORS 279C.840 or 40 USC3141, et seq, if the contract is subject to state or federal prevailing wage laws.

The undersigned is YES NO a resident bidder, as defined in ORS 279A.120. (PLEASE CHECK ONE)

Oregon Construction Contractor Board No. 203633

The bidder acknowledges receiving and incorporating changes described in Addenda NO. One through Four.

Complete in black ink or by typewriter. If BIDDER is:

An Individual

Signature _____

(Individual's Name, Typed or Printed)

doing business as _____

Business address _____

Phone No. _____

A Partnership

Firm Name Emery & Sons Construction Group

Signature Vince Makinson

Vince Makinson
(Name of Partner, Typed or Printed)

Business address P.O. Box 4109, Salem, OR. 97302

3831 Fairview Industrial Dr. S.E., Salem, OR. 97302

Phone No. (503) 588-7576

A Limited Liability Company (LLC)

LLC Name _____

By _____
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed) _____

Business Address _____

State in which company was formed _____

Phone No. _____

A Corporation

Corporation Name _____

Signature _____

(Officer's Name, Typed or Printed) _____

(Title) _____

(State of Incorporation) _____

Attest _____
(Secretary's Signature)

Business address _____

Phone No. _____

Date of Qualification to do business _____

BID BOND
FOR
16TH STREET CSO SEPARATION PROJECT
FOR
THE CITY OF ASTORIA

KNOW ALL PEOPLE BY THESE PRESENTS:

That we, EMERY & SONS CONSTRUCTION GROUP, hereinafter called
(Name of Contractor)

the PRINCIPAL, as Principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
(Name of Surety)

a corporation and existing under and by virtue of the laws of the State of CONNECTICUT
and authorized to transact a surety business in the State of Oregon, hereinafter called the SURETY, as
Surety, are held and firmly bound unto the City of Astoria, a Municipal Corporation of the State of Oregon,
hereinafter called the OBLIGEE, in the penal sum of

--FIVE PERCENT OF THE TOTAL AMOUNT BID-- Dollars (\$--5%--) for the
payment of which sum well and truly to be made, the said PRINCIPAL and the said SURETY bind
ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by
these presents.

THE CONDITION OF THE ABOVE OBLIGATIONS IS SUCH THAT:

WHEREAS the PRINCIPAL has submitted a Bid Proposal for the 16th Street CSO Separation Project.

NOW, THEREFORE, if the Bid Proposal submitted by the PRINCIPAL is accepted, and the Contract
awarded to the PRINCIPAL, and if the PRINCIPAL shall execute the proposed Agreement and shall furnish
such Performance and Payment Bonds as required by the Contract Documents within the time fixed by the
Documents, then this obligation shall be void; if the PRINCIPAL shall fail to execute the proposed
Agreement and furnish the bonds, the SURETY hereby agrees to pay the OBLIGEE the penal sum as
liquidated damages, within ten (10) days of such failure.

Signed and sealed this 7TH day of APRIL, 2015.

CONTRACTOR AS PRINCIPAL:

SURETY:

(Corp. Seal)

(Corp. Seal)

Company: EMERY & SONS
CONSTRUCTION GROUP

Company: TRAVELERS CASUALTY AND SURETY
COMPANY OF AMERICA

Signature: Vince Makinson

Signature: Ty Moffett

Name: Vince Makinson

Name: TY MOFFETT

Title: Project Principal

Title: ATTORNEY-IN-FACT

(Attach Power of Attorney)



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 218303

Certificate No. 005965317

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

A.G. Sadowski, Derek A. Sadowski, Kathleen M. Sadowski, and Ty Moffett

of the City of Salem, State of Oregon, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 27th day of June, 2014.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 27th day of June, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7th day of April, 2015

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary




To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

CERTIFICATION OF NONDISCRIMINATION

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

April 16, 2015
DATE


BIDDER (Vince Makinson, Project Principal)

NOTE: THIS STATEMENT MUST BE RETURNED WITH THE BID

**CONSENT RESOLUTION
EMERY & SONS CONSTRUCTION GROUP**

WHEREAS, the undersigned are all of the Members and the Manager of *Emery & Sons Construction Group*, a general partnership under the laws of the State of Oregon ("*ESCG*"); and

WHEREAS, the undersigned wish to take the action as hereinafter set forth pursuant to the Joint Venture Agreement between the Members, dated July 1, 2014, as amended; and

WHEREAS, ESCG wishes to authorize the following individuals, individually or together, to execute and submit any project or job bids and contracts on behalf of ESCG:

1. Vince Makinson;
2. Dan Johnston;
3. Trish Perrin;
4. Daniel Vannoy; or
5. William J. Martinak.

NOW, THEREFORE, the following resolutions are unanimously adopted:

BE IT RESOLVED, that the Members of ESCG hereby authorize and approved the following individuals, individually or together, to execute and submit all project or job bids and contracts on behalf of ESCG.

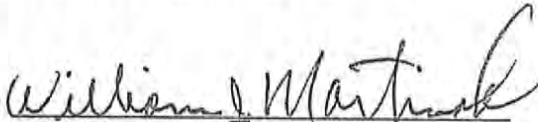
1. Vince Makinson;
2. Dan Johnston;
3. Trish Perrin;
4. Daniel Vannoy; or
5. William J. Martinak.

BE IT FURTHER RESOLVED, that the Manager of ESCG is hereby authorized to execute any other documents which he may determine to be reasonably necessary to effectuate such resolutions.


[Signatures on following page]

IN WITNESS WHEREOF, the undersigned have hereunto set their hands effective as of August 1, 2014.

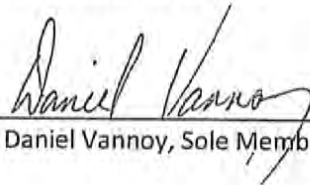
MEMBERS:
EMERY & SONS CONSTRUCTION, INC.

By: 
William J. Martihak, President

MANAGER:


Daniel Vannoy

EMERY & SONS CONSTRUCTION NORTHWEST, LLC

By: 
Daniel Vannoy, Sole Member

FIRST TIER SUBCONTRACTOR'S DISCLOSURE FORM

PROJECT NAME: 16th Street CSO Separation Project

BID CLOSING: DATE: April 16, 2015 TIME: 2:00 PM Local Time

This form must be submitted at the location specified in the Call For Bids on the advertised bid closing date and within two working hours after the advertised bid closing time.

List below the name of each subcontractor who will be furnishing labor or materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed.

(ATTACH ADDITIONAL SHEETS IF NEEDED.)

Name	Dollar Value	Category of Work
1) <u>Bayview</u>	<u>\$ 517,717</u>	<u>Paving</u>
2) _____	\$ _____	_____
3) _____	\$ _____	_____
4) _____	\$ _____	_____

Failure to submit this form by the disclosure deadline will result in a nonresponsive bid. A nonresponsive bid will not be considered for award.

Form Submitted by (Bidder Name): Emery & Sons Construction Group

Contact Name: Vince Makinson

Phone no.: (503) 588-7576



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

April 22, 2015

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

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

DISCUSSION/ANALYSIS

The upcoming 16th St. Combined Sewer Overflow (CSO) Separation project mainly consists of installing over 12,000 feet of new stormwater pipe within the existing roadway infrastructure in established City right-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:

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

In June 2014, Council awarded the 16th St CSO Separation Project engineering services contract to Gibbs & Olson (G&O). G&O developed a final bid package for this project on schedule to bid in March. There are a number of additional professional services that will be required during the construction phase. G&O prepared a scope and fee for these services, which are included in the project budget.

Full-time Construction Inspection: the cost of construction inspection by a consultant is a function of the duration of the construction and dictated by the needs of the City. G&O provided quality full-time construction inspection on the last CSO project. City staff will augment consultant inspection by G&O and make every effort to minimize this cost to the project.

Construction Support Services: G&O will provide support during construction by reviewing submittals, requests for clarification, change orders and contractor pay requests upon the City's request. The design engineer also provides periodic inspections to confirm that construction is in conformance with the design, which is a requirement of the funding agency, Business Oregon Infrastructure Finance Authority.

Archaeological Monitoring: Historical Research Associates, Inc. (HRA) will be contracted through G&O 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 the State Historic Preservation Office (SHPO) to document and potentially preserve materials while limiting the risk of costly project delays associated with these discoveries. The fee estimate for Archaeological Monitoring assumes 25 days of monitoring and documenting up to 10 finds. Actual cost for this service will depend on materials encountered during construction. It is important to note that the effort and documentation required for a significant find such as human remains or unanticipated historic artifacts is estimated to cost up to \$30,000 per find. HRA has determined there is a low risk of a significant find during this project, so the cost for a significant find is not included in the project budget.

Geotechnical Support: the project geotechnical consultant, Shannon & Wilson, will be retained through G&O during the construction phase to provide assistance related to reviewing submittals and onsite observation of dewatering on 18th Street for the pipe slip-lining work.

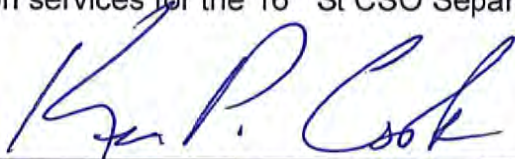
Monumentation: existing survey monuments can be damaged or removed within the roadway pavement or sidewalk area during construction activities. Monuments within the project area that are expected to be removed must be documented prior to construction and replaced after construction in conformance with the County Surveyor requirements. In the past, reestablishing monumentation was made the responsibility of the contractor and the City paid for it as part of the construction contract; however, this approach has been problematic. On several recent City projects, reestablishment of monumentation has been achieved under the control of the City under a separate survey contract with much better results. Therefore, reestablishing survey monumentation will be provided by G&O as part of this contract amendment.

The estimated fee for construction phase services is \$432,290. A Business Oregon Infrastructure Finance Authority (IFA) Financing Contract Amendment is included in this meeting's Council packet. Upon authorization of the Financing Contract Amendment, funding will be available for the authorization of this contract amendment.



RECOMMENDATION

It is recommended that Council execute a contract amendment with Gibbs & Olson for a total not to exceed amount of \$432,290.00 for construction services for the 16th St CSO Separation Project.

Submitted By: _____


Ken P. Cook, Public Works Director

Prepared By: _____

 
Cindy D. Moore, City Support Engineer



**CONTRACT AMENDMENT
BETWEEN
THE CITY OF ASTORIA AND GIBBS & OLSON, INC.
FOR
16TH STREET CSO SEPARATION PROJECT**

The AGREEMENT dated June 16, 2014, by and between THE CITY OF ASTORIA, hereinafter called "THE CITY" and GIBBS & OLSON, INC., hereinafter called "CONSULTANT", is hereby amended as follows:

Amend Scope of Services of the AGREEMENT for construction services (see attached scope).

Amend Compensation of the AGREEMENT to increase contract amount by \$432,290.00.

IN WITNESS WHEREOF, THE CITY AND CONSULTANT have executed this AMENDMENT as of _____, 2015.

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

CONSULTANT:
Gibbs & Olson, Inc.

BY: _____
Arline LaMear Date
Mayor

BY: _____
Consultant Date

BY: _____
Brett Estes Date
City Manager

PROJECT DESCRIPTION - CONTRACT AMENDMENT #4

This work shall consist of providing construction phase engineering services and construction observation utilizing the services of a Resident Project Representative for the City of Astoria's 16th Street CSO Separation Project.

SCOPE OF WORK: CONSTRUCTION SUPPORT SERVICES

The contract for the 16th Street CSO Separation project is amended as follows:

TASK 5- CONSTRUCTION SUPPORT SERVICES

5.1 Construction Phase Engineering Services

Upon receipt of written authorization to proceed with services during the construction phase, ENGINEER shall:

- a) Consult with and advise the CLIENT and act as the CLIENT's representative as required by the Construction Contract Documents. As the CLIENT's representative, all of the instructions to Contractor(s) will be issued through ENGINEER who will have authority to act on behalf of the CLIENT to the extent provided in the Contract Documents. ENGINEER shall prepare monthly narrative progress reports and submit them to the CLIENT.
- b. CLIENT shall contract directly with a licensed or certified subconsultant for soils compaction testing and shall coordinate with subconsultant to provide soils compaction as appropriate. ENGINEER has NOT included these services as part of this scope of work or budget.
- c. Visits to Site and Observation of Construction. In connection with observations of the work of the Contractor(s) while it is in progress:
 - 1) ENGINEER shall make five visits to the site to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. In addition, ENGINEER shall provide the services of a Resident Project Representative (and assistants as agreed) at the site to assist the ENGINEER and to provide more continuous observation of such work. Based on information obtained during such visits and on such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and ENGINEER shall keep the CLIENT informed of the progress of the work. If the ENGINEER is requested to make additional site visits they will be addressed under a scope and budget modification.
 - 2) The Resident Project Representative (RPR) (and any assistants) will be ENGINEER's agent or employee and under ENGINEER's supervision. The RPR shall provide written daily reports to ENGINEER'S project manager utilizing ENGINEER'S standard report forms. Copies of all daily RPR reports will be provided to CLIENT for their permanent project file.

- 3) The purpose of ENGINEER's visits to and representation by the RPR (and assistants, if any) at the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for the CLIENT a greater degree of confidence that the completed work of Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). On the other hand, ENGINEER shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of the Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, ENGINEER can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.
- d. Defective Work. During such visits and on the basis of such observations, ENGINEER may disapprove of or reject Contractor(s)' work while it is in progress if ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.
- e. Interpretations and Clarifications. ENGINEER shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required.
- f. Shop Drawings. ENGINEER shall review and take appropriate action in respect of Shop Drawings, samples and other data, which Contractor(s) are required to submit for compliance with the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
- g. Inspections and Tests. ENGINEER shall have authority, as the CLIENT'S representative, to require special inspections or testing of the work, and shall receive and review all certificates of inspections, testings and approvals required by laws, regulations, ordinances, codes, orders or the Contract Documents but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract documents.
- h. Disputes between CLIENT and Contractor. ENGINEER shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of the CLIENT and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. ENGINEER shall not be liable for the result of any such interpretations or decisions rendered in good faith and made in conformance with the Standard of

Practice identified in Exhibit D Paragraph B.

- i. Applications for Payment. Based on ENGINEER's on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of applications for payment and the accompanying data and schedules:
 - 1) ENGINEER shall determine the amounts owing to the Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to CLIENT, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of ENGINEER's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of such work subject to any subsequent adjustments allowed by the Contract Documents.
 - 2) By recommending any payment ENGINEER will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by ENGINEER to check the quality or quantity of Contractor(s)' work as it is furnished and performed beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. ENGINEER's review of Contractor(s) work for the purposes of recommending payments will not impose on ENGINEER responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s) compliance with laws, rules, regulations, ordinances, codes, or orders applicable to their furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to CLIENT free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between CLIENT and Contractor that might affect the amount that should be paid.
- j. Contractor's Completion Documents. ENGINEER shall receive and review maintenance and operation instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates, tests and approvals the results certified indicate compliance with, the Contract Documents); and shall transmit them to CLIENT with written comments.
- k. Inspections. ENGINEER shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is

acceptable so that the ENGINEER may recommend, in writing, final payment to Contractor(s) and may give written notice to CLIENT and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in paragraph "i-2" above.

1. Limitations of Responsibility. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except ENGINEER's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work; however, nothing contained in paragraphs "a" through "k" above, shall be construed to release ENGINEER from liability for failure to properly perform duties and responsibilities assumed by ENGINEER in the Contract Documents.

5.2 Construction Observation

The Resident Project Representative (RPR) will be ENGINEER's agent or employee and under ENGINEER's supervision. The RPR shall provide construction phase services as follows:

- a. Visit the site and observe construction of Contractor(s) work of the while it is in progress.
- b. Provide written daily reports to ENGINEER'S project manager utilizing ENGINEER's standard report forms. Copies of all daily RPR reports will be provided on a regular basis anticipated to be bi-weekly to OWNER for their permanent project file.
- c. Consult with the ENGINEER in advance of scheduled major tests, inspections or start of important phases of the work.
- d. Attend meetings with Contractor, such as pre-construction conferences, progress meetings, job conferences and other project related meetings.
- e. Serve as ENGINEER's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents' and assist ENGINEER in serving as OWNER's liaison with Contractor when Contractor's operations affect OWNER's onsite operations. RPR will also assist in obtaining from OWNER additional details or information, when required for proper execution of the work.
- f. On the basis of observations, RPR will provide the following regarding defective work:
 1. Conduct onsite observations of the work in progress to assist ENGINEER in determining if the work is in general proceeding in accordance with the contract documents.
 2. Report to ENGINEER whenever RPR believes that any work is unsatisfactory, faulty or defective or does not conform to Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval

required to be made.; and advise ENGINEER of work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

3. Accompany visiting inspectors representing public or other agencies having jurisdiction over the project, record the results of these inspections and report to ENGINEER.
- g. Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.
- h. Record date of receipt of Shop Drawings and samples; receive samples which are furnished at the site by Contractor, and notify ENGINEER of availability of samples for examination; and advise ENGINEER and Contractor of the commencement of any work requiring a shop drawing or sample if the submittal has not been approved by ENGINEER.
- i. Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents including all work directive changes, addenda, change orders, field orders, additional drawings issues subsequent to the execution of the contract, ENGINEER's clarifications and interpretation of the Contract Documents, progress reports, and other project related documents.
- j. Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions of work directive changes, change orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures, and send copies to the ENGINEER.
- k. Record names, addresses and telephone numbers of all Contractors, Subcontractors and major suppliers of materials and equipment.
- l. Report immediately to ENGINEER and OWNER upon the occurrence of any accidents.
- m. Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated into the work.
- n. During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the work.
- o. Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.

- p. Conduct final inspection in the company of ENGINEER, OWNER and Contractor and prepare a final list of items to be completed or corrected.
- q. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

The Resident Project Representative shall have the following Limitations of Authority:

- a. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by ENGINEER.
- b. Shall not exceed limitation of ENGINEER's authority as set forth in the Agreement.
- c. Shall not undertake any of the responsibilities of Contractor, Subcontractors or Contractor's superintendent.
- d. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- e. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the work.
- f. Shall not accept Shop Drawings or sample submittals from anyone other than Contractor.
- g. Shall not authorize OWNER to occupy the Project in whole or in part.
- h. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

5.3 Geotechnical Construction Support

- a. Geotechnical subconsultant shall provide "on-call" assistance as requested by ENGINEER and OWNER. On-call assistance is anticipated to include:
 - 1. reviewing groundwater control wells and groundwater observation well submittals for slip lining work on 18th Street;
 - 2. field observation of installation and development of groundwater control wells and groundwater observation wells on 18th Street; and,
 - 3. other geotechnical observations, submittal review and construction observation as requested by ENGINEER.

5.4 Archaeological Construction Support

- a. Construction Monitoring: Cultural subconsultant will conduct up to 25 person days of construction monitoring. Monitoring may require overtime (billed at 1.5 times standard pay) dependent upon construction schedule. More than one monitor may be required at any given time during construction activities. Monitoring protocols to be followed are outlined in the Memorandum of Understanding (MOU) between the OWNER and the Oregon State Historic Preservation Office and the Oregon State Archaeological Permit.
- b. Standard Recordation: In the event that cultural resources or other archaeological materials are encountered during construction, cultural subconsultant will record

these in accordance with the provisions of the Oregon State Archaeological Permit. Cultural subconsultant will conduct up to 10 standard recordations, additional standard recordations if necessary will be deemed additional and out of scope work. If additional field testing beyond the discovery phase of investigations is required for a specific resource, then a scope and budget modification may be necessary. No collection of archaeological materials and no curating of artifacts is included in this scope of work. If collection and curation is required, it will be addressed under a scope and budget modification.

- c. Monitoring Memo: Upon completion of construction work, cultural subconsultant will compile monitoring results into a memorandum suitable for the OWNER to submit to the Oregon State Historic Preservation Office.

5.5 Pre-construction and Post-construction Monumentation Plan

- a. Pre-construction Monumentation: ENGINEER will tie-in all 29 existing monuments within the identified construction limits as shown on the drawings and prepare a record of survey which will be recorded with Clatsop County.
- b. Post-construction Monumentation: ENGINEER will reset up to all 29 existing monuments within the identified construction limits as shown on the drawings and prepare a record of survey which will be recorded with Clatsop County.

Assumptions

The following assumptions were used in preparing this amendment:

- a. Contractor will have no more than three crews working on site which require construction inspection. If Contractor utilizes more than three crews additional RPR personnel will be required.
- b. Contractor will provide up to date and legible record drawings on a weekly basis for RPR review.
- c. Weekend work is not included in the estimate of hours for RPR. If the Contractor's operations require the RPR to work during weekends the additional time will be tracked and noted on ENGINEER's invoices to CLIENT as out of scope work.
- d. Pre and post-construction monumentation plan is based on replacing all 29 existing monuments within the project limits. Any existing monuments ENGINEER needs to locate and replace outside of construction limits as shown on the design drawings removed by Contractor's operations, if any, will be out of scope work.

Additional Services During Construction

The CLIENT wishes the ENGINEER to perform the following Additional Services:

- a. Prepare in AutoCAD a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to ENGINEER and which ENGINEER considers significant.

EXHIBIT B - BUDGET - FEE ESTIMATE

City of Astoria
 16th Street CSO Separation Project
 PS&E Engineering



TASK 5.0 - Construction Support Services

Classification	Hours	Pay Rate	Cost
Principal	16	\$ 189.00	\$ 3,024.00
Project Manager	328	\$ 142.00	\$ 46,576.00
Engineer V	140	\$ 142.00	\$ 19,880.00
Engineer I	304	\$ 85.00	\$ 25,840.00
CAD	40	\$ 94.00	\$ 3,760.00
Word Processor	24	\$ 65.00	\$ 1,560.00
Subtotal			\$ 100,640.00
Construction Inspection			\$ 225,000.00
Survey Monumentation			\$ 17,850.00
Reimbursables:			
Mileage	\$ 550.00		
Reproduction Expenses	\$ 250.00		
Subtotal			\$ 800.00
Subconsultants:			
HRA	\$ 70,000.00		
Shannon & Wilson	\$ 10,000.00		
10% Mark up	\$ 8,000.00		
Subtotal			\$ 88,000.00
Total Estimated Fee			\$ 432,290.00

**City of Astoria, 16th Street CSO Separation Project
Construction Representative Estimated Cost**



Const. Rep. Rate/Hr \$90
Miles to/from site 120
On-site project miles/day 20 NTP May 7, 2015
Mileage Rate \$0.565
Daily cost to/from site \$68
Daily cost on site \$11
Total est. mileage charge/day \$79

Month	Work Days Per Month	Days Worked	Onsite Hrs/day	Billed Travel Hrs	Daily Rep. & Rec. Dwgs Rev	Total Hrs Billed Monthly	Const. Rep Hrs Billed Cost	Mileage Cost	Total Est. Cost
May 2015	17	16	10	32	12	204	\$18,360	\$1,266	\$19,626
June 2015	22	22	10	44	16	280	\$25,200	\$1,442	\$26,642
July 2015	23	22	10	44	16	280	\$25,200	\$1,442	\$26,642
August 2015	21	21	10	42	16	268	\$24,120	\$1,376	\$25,496
September 2015	21	20	10	40	16	256	\$23,040	\$1,311	\$24,351
October 2015	22	22	10	44	16	280	\$25,200	\$1,442	\$26,642
November 2015	21	19	10	38	16	244	\$21,960	\$1,245	\$23,205
December 2015	22	17	8	34	8	178	\$16,020	\$1,114	\$17,134
January 2016	23	14	8	28	0	140	\$12,600	\$918	\$13,518
February 2016	14	0	8	0	0	0	\$0	\$0	\$0
		173		346	116	2130	\$191,700	\$11,556	\$203,256

Note: The estimated cost is for one full-time Construction Representative only.
Days Worked deducts the following holidays: Memorial Day, 4th of July, Labor Day, Thanksgiving, Day after Thanksgiving, Christmas, New Years

Estimated time includes 4 hours per week for Daily Report preparation and Record Drawings review.
Time in December and January includes preparation of record drawings.




CITY OF ASTORIA
Founded 1811 • Incorporated 1856

April 21, 2015

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: **16th STREET CSO SEPARATION PROJECT –
CONTRACT FOR MATERIALS TESTING SERVICES**

DISCUSSION/ANALYSIS

To ensure quality control during the construction of the 16th St CSO Separation Project, the City will need to provide materials testing services. These services include testing of asphalt pavement placement, compaction testing for trench backfill, compaction testing for roadway construction, and concrete strength testing. These services need to be provided by a specialty consulting firm. Staff requested a proposal from Carlson Testing, Inc. who provided materials testing and special inspection services on the 11th Street CSO Separation Project and the Denver CSO Storage Project.

Carlson Testing has demonstrated above average performance on past projects. They have continued to be responsive to requests for testing and special inspection, even when construction schedules change on short notice. To avoid costly delays, it is prudent on a complex project of this scope and scale to have a materials testing and a special inspection company that has the staffing to respond in a timely manner during time-sensitive construction. Carlson Testing has a proven track record with the City of providing quality and timely services.

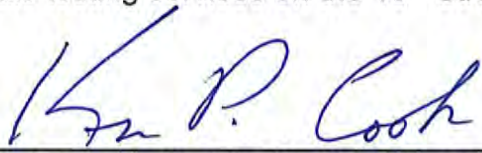
Carlson Testing provided a fee schedule for services that will be performed on a time and materials basis for an estimated not to exceed amount of \$19,155.00. This estimate was developed by Carlson and City staff based on the extent of the project and anticipated project schedule; however, additional materials testing services may be required for various reasons on this project such as unpredictable underground conditions or recommendations from the geotechnical consultants. Carlson Testing will only provide services as directed by City staff and our consultants, who are cognizant of keeping costs to a minimum while still verifying the integrity and quality of the construction product.

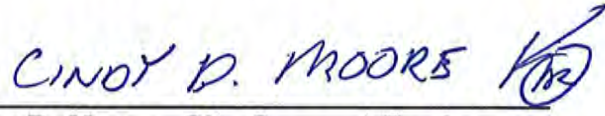
The City may direct appoint a personal services contract up to \$20,000. Since the scope and fee with Carlson Testing is within this limit and they are highly qualified to perform the services, it is recommended that the City use the direct appointment option.

Funding for these services is factored into the Business Oregon Infrastructure Finance Authority funding for the project. The City Attorney has reviewed, and approved as to form, the contract documents.

RECOMMENDATION

It is recommended that Council authorize a contract with Carlson Testing, Inc. for a total not to exceed amount of \$19,155.00 for materials testing services on the 16th Street CSO Separation Project.

Submitted By 
Ken P. Cook, Public Works Director

Prepared By 
Cindy D. Moore, City Support Engineer

**CITY OF ASTORIA
CONTRACT FOR 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 Carlson Testing, Incorporated, 8430 SW Hunziker, Tigard, Oregon, 97281, hereinafter called "CONTRACTOR", duly authorized to do business in Oregon.

WITNESSETH

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

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

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

1. CONTRACTOR FOR SERVICES

A. CONTRACTOR shall provide materials testing and special inspection services for the City of Astoria, 16th Street CSO Separation Project 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 March 2016.

2. COMPENSATION

A. The CITY agrees to pay CONTRACTOR a total not to exceed \$19,155.00 for performance of those services provided herein;

B. The CONTRACTOR will submit monthly billings for payment which will be based upon time and materials completed 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, P.E., City 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 Keith Gavin, Project Manager, (503) 684-3460.

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

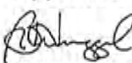
If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability shall survive termination of this Agreement for any cause.

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:


Attorney

Digitally signed by
cn=C. J. Smith, o=CITY OF ASTORIA, ou=City of Astoria, email=C.J.Smith@cityofastoria.org, c=CITY OF ASTORIA
DN:
c=CITY OF ASTORIA, o=CITY OF ASTORIA, ou=City of Astoria, email=C.J.Smith@cityofastoria.org, cn=C. J. Smith
Date: 2018.04.23 13:41:05 -0800

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

BY: _____
Mayor Date

BY: _____
City Manager Date

BY: _____
Contractor Date

Bend Office (541) 330-9155
Geotechnical Office (503) 601-8250
Eugene Office (541) 345-0289
Salem Office (503) 589-1252
Tigard Office (503) 684-3460

Carlson Testing, Inc.

April 20, 2015

Cindy Moore
City of Astoria
1095 Duane Street
Astoria, OR 97103

Re: Inspection & Testing Services for
City of Astoria – 16th Street CSO Separation Project

Dear Ms. Moore:

Carlson Testing, Inc. (CTI) sincerely appreciates the opportunity to submit our proposal to provide construction inspection and testing services on the above referenced project. This estimate was based on our phone conversation.

CTI proposes to provide services on this project on a time and materials basis subject to the quoted hourly and unit rates and the attached General Conditions dated 3/2015.

Prices for other testing, inspection, or engineering services will be provided upon request. The rates are firm for 90 days and will remain in effect for all work covered under this proposal. If the project does not begin during this 90-day period however, CTI reserves the right to adjust the above rates and services will be provided under the CTI standard rates in effect at the time services are provided.

All rates are portal-to-portal and field services are subject to a 3-hour minimum charge (4 hours on weekends and holidays). Testing and inspection rates cover all costs for scheduling of services, providing the testing or inspection including standard reports, and providing a standard billing invoice. Special services including but not limited to performing technical research, development of specialized testing or inspection procedures, review of project contractual or technical documents, conducting quality control audits, preparation of specialized reports, invoices, or cost/budget summaries, attendance at project meetings, or other incidental services will be billed as Project Management.

Based upon the information available to us at this time, we estimate a budget cost of \$19,155.00 for the testing and inspection services. This estimate could vary up or down depending upon scheduling, changes to the number, duration, and types of inspection services which are required, re-inspection which may be necessary, and other similar factors outside of our control. We have attached a breakdown of this budget that reflects our understanding of the level of effort, which will be required on the project.

We thank you for this opportunity to provide this proposal and hope to be of service to you on this project.


Respectfully submitted,
CARLSON TESTING INC


Keith Gauvin
Sr. Project Manager



April 30, 2015

MEMORANDUM

TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: **ESTRADA LEASE REQUEST**

DISCUSSION/ANALYSIS

Teresa Estrada is requesting a lease for a 600 square foot portion of City property located at the south side of the United States Coast Guard (USCG) parking lot. An exhibit map that details the location is attached to this memo. Ms. Estrada wishes to utilize this area for sale of clam chowder from a 28' long historic gillnet boat. She has proposed improving the area with fill and a concrete pad constructed behind the new sidewalk.

City Staff reviewed numerous factors in consideration of this lease request such as the existing lease area and agreements on this property, as well as future plans for improvement of the property. A brief discussion of these factors is outlined below.

The City currently leases City owned property to various businesses and community partners. The City has primarily leased property to local businesses pursuing opportunities to expand and to communication companies such as Verizon and Ohana Media Group. Other examples include the lease with the USCG for the 17th Street Dock, the parking lot for Dr. Klemp's office and the lease with Western Oregon Recology for the Transfer Station.

The only City lease for a food cart is currently with the Bowpicker, directly adjacent to the area being requested by Ms. Estrada. This lease was completed to formalize an existing agreement between the Bowpicker and the former property owner, the Columbia River Maritime Museum. Upon purchasing the property in 2013, the City agreed to allow the Bowpicker to remain. The rest of this property is encumbered by the USCG for parking associated with their moorage at the 17th Street Dock.

The City plans to complete parking lot improvements to the area currently leased for USCG parking with the goal of increasing parking and providing an all-weather, more accessible facility. This work is currently planned for FY15/16, and we may need to utilize the proposed lease area for the improvements. Additionally, the USCG is considering Astoria for establishing home moorage for two additional Cutters, and the 17th Street Dock is one of the proposed locations. This potential opportunity may require further utilization of the subject property for an expanded parking facility.

Astoria City Code provides the following in Section 1.530.

Leases *Any city-owned property may be leased for any purpose. All leases of city-owned real property shall be approved by the city council before execution. The Mayor and City Manager shall sign all leases in the name of the City. [Section 1.530 amended by Ordinance No. 05-15, passed September 6, 2005]*

Any improvements to this property would require compliance with the City Code, Development Code, Maritime Heritage Zone, and the Design Review Commission associated with the Gateway Overlay Zone.

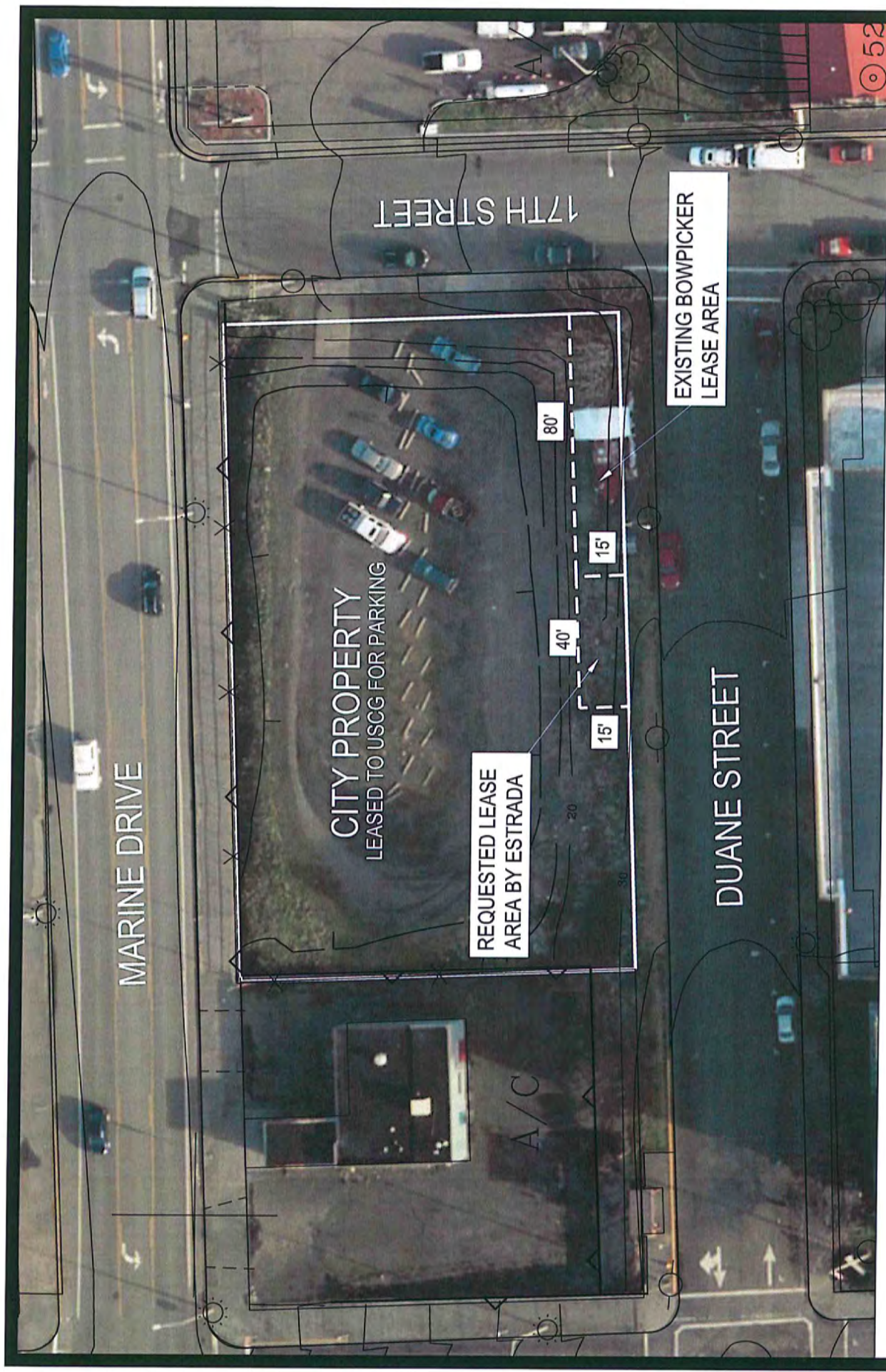
Based on consideration of the factors detailed above, City Staff, as well as the City Attorney, have concerns associated with approval of another lease agreement on this property. First, the proposed lease area is already encumbered by the USCG for parking associated with their lease at the 17th Street Dock. Secondly, the flexibility to accommodate future parking improvements could be impacted by further encumbering the property with new uses.

RECOMMENDATION

It is recommended that City Council consider the lease request submitted by Teresa Estrada for a portion of the City property located between Marine Drive and Duane Street, west of 17th Street. If Council is willing to consider leasing a portion of this property, Staff will prepare a lease agreement for Council approval.

Submitted By  FOR
Ken P. Cook, Public Works Director

Prepared By: 
Nathan Crater, Assistant City Engineer



MARINE DRIVE

CITY PROPERTY
LEASED TO USCG FOR PARKING

REQUESTED LEASE
AREA BY ESTRADA

EXISTING BOWPICKER
LEASE AREA

DUANE STREET

17TH STREET



CITY PROPERTY LEASED TO USCG & BOWPICKER

April 27, 2015

The Honorable Mayor and City Councilors
City of Astoria
1095 Duane Street
Astoria, OR 97103

RE: Request for Lease of City Property, May 2, 2015 City Council Hearing

Dear Mayor LaMear and Councilmembers:

I am providing the following information for your consideration, as I have no knowledge that it was provided to you at the previous Executive Session on March 2, 2015. It should be noted that this information and my justification is based on an older permit search from February, 2015. I reserve the opportunity to provide additional information with the packet or to the City Council when the City provides information identified in my April 22, 2015 Public Records Request.

It is my hope that after you have reviewed what I see as justification for approval of this lease, that you will offer your support.

History

A Property Use/Acquisition Form was submitted to the Department of Public Works on January 20, 2015. On January 28, 2015 I met with Development Staff (Public Works, Planning, Building, Fire) to discuss my proposal to lease City-owned property to open a business. At that time, there were no issues identified by Development Staff as problems for the proposal to proceed. Engineering staff later indicated that the proposal would be reviewed by City Council in an Executive Session to discuss only a policy issue, but that it would not affect my proposal.

After the March 2, 2015 Executive Session in which I was not allowed an opportunity with City Council and Executive Staff to discuss my proposal in person, I was told by City Manager, Brett Estes, and City Engineer, Jeff Harrington, that the City Council denied my request for lease, stating that the City is like any other property owner and does not have to lease to anybody it does not want to. (I respectfully disagree with that idea that the City has the right to determine who is or is not granted an opportunity to become successful.). Additionally, it was mentioned by Councilor Price outside of City Hall after that meeting that The Bowpicker is grandfathered. I have yet to understand how a business established without permits when required to at the time, has been determined legal-nonconforming, as my research has determined that to be otherwise.

A letter indicating the City Council's denial of my request was followed up with a letter indicating that that letter was sent in error. It is my understanding of this letter, that the City Council did not follow Public Meetings Law, which brings us to why we are here today.

Lease Area Location and Proposed Use

The proposed site will utilize the frontage on Duane Street from a point west of the existing Bowpicker lease area, to 40' west. My proposed use, an eating and drinking establishment in the form of an historic Columbia River gillnet boat converted to a mobile food unit is consistent with the *MH Maritime Heritage Zone*, in that it meets *the purpose per Section 14.040 of the City of Astoria Development Code to provide visitor-oriented facilities that will support tourist-oriented use of the existing Columbia River Maritime Museum, Clatsop County Historical Society Museum, the adjacent Aquatic Center, and other uses.*

Compliance with MH-Maritime Heritage Zone

The proposed point of sale is a restored historic Columbia River Gillnetter constructed in 1946, which complements the Maritime Museum public displays of static historic boats (i.e. The Peacock and the Coast Guard rescue vessel in the museum display window) of the area, as well as the existing similar and allowed use in the area, The Bowpicker Fish & Chips business. The proposed placement of an additional boat for a commercial dining establishment complements the zone and overall maritime feel of Astoria's heritage.

My proposed business, an eating and drinking establishment without drive-through facility, pursuant to City of Astoria Development Code Section 14.045, is a use permitted outright. Given the existing MH Zoning of the proposed site, I would be hard pressed to provide a business other than a food cart of a nautical/maritime nature, which is why I have chosen to establish the business in an historic vessel within which to sell clam chowder exclusively, a different product offering than the current Bowpicker mobile food unit.

City Review

The proposal will meet all the requirements for parking, historic review, design review, similar to that as the City has required of The Bowpicker. The Bowpicker was not required to undergo review by the Design Review Committee (DRC), sign review, or even review by the Building Department for ADA compliance. It is my understanding that The Bowpicker is currently in violation of ADA with regard to their stairs and landing and is aware of this, yet there has been no action taken by that entity or the City to rectify that long-standing violation.

Site Improvements/ADA/Insurance

The proposed improvements of a concrete pad, would be assumed by the lessee, me, and the business would carry the same insurance requirements as imposed by the City on The Bowpicker business. The proposed site will be ADA accessible at grade without appurtenances to the vessel or additional site improvements beyond the proposed slab, mimicking the 15' in back of walk currently provided for The Bowpicker and would meet all local and state health code requirements regarding mobile food units. The use is proposed to meet City code requirements for mobile food units, and/or similar requirements imposed by the City on The Bowpicker.

It should be noted that there are currently 2 abandoned gillnet boats currently situated on City property located at Portway Street and along the Riverwalk Trail near the Pier 39 entrance, for which there is no liability insurance that I know of or any Licenses to Occupy issued for those properties.

Parking for the Coast Guard

Public Works Director Ken Cook indicated that the City plans to complete parking lot improvements of the Coast Guard parking lot with the goal of increasing parking and an all-weather, more accessible facility. It's my understanding that the proposed improvements and expansion is envisioned to be along the Marine Drive frontage. I have not heard of a potential expansion on the Duane Street frontage but if one is proposed, one can only envision a retaining wall of substantial cost and effort and one would think that expansion would have been taken into consideration prior to leasing 90 feet of frontage on Duane Street to The Bowpicker. Any improvements along the Duane Street frontage could be mitigated by a retaining wall or a cantilevered slab allowing parking underneath, which I would be willing to construct if the need arises. I would also be willing to vacate the lease area if the City actually undertakes the improvements needing the lease area to be eliminated. Proposed improvements to the parking lot would not be compromised by my proposal.

Precedent

The City currently leases a portion of this property to The Bowpicker, as well as to the Coast Guard, which I see as the precedent for granting my lease request. The fact that The Bowpicker previously leased the property from the Maritime Museum, I believe, offers no justification for denying my request for the same use. Granting of my lease will more than offset the City's Public Works improvements recently completed along the east side of Duane Street frontage between 16th and 17th Streets. These improvements were completed by the City, as I understand it, at no cost to the adjacent business(es), which is a nice benefit that many other businesses are not afforded, as they are typically required to maintain adjacent sidewalks.

City Financial Gain

Due to the current leases in place at the site, as well as neighboring properties (i.e. 17th Street Dock), the City benefits through financial gain. Although the City has granted The Bowpicker's lease request based on the existing use and lease by the Maritime Museum, The Bowpicker, to my knowledge, while it has been in business, has not been made subject to the requirements that I am willing to undergo.

The fact that the City has shown good will in extending a lease for The Bowpicker, which was established without proper City permits, should not preclude me from being granted a lease which will offer the same financial benefits to the City and add historically significant inventory as is currently provided in the MH Zone by other vessels.

By only requesting a 15' x 40' lease area, half the size of the area currently leased to The Bowpicker, I seek to support not just the establishment of my business, but to offer the potential for yet another business by another entity of the same genre, to further the promotion of the MH Zone and potential revenue for the City.

In this request, I do not seek favoritism, or special treatment as The Bowpicker has received; only fair treatment, in facilitating my opening of a business, in keeping with the City's promotion of attracting the establishment of new and like business in the area. I have thought long and hard about reasons why the City would deny my proposed application, and I cannot think of any reason, short of crony capitalism and protectionism of the existing adjacent business, to deny my request. I do hope this information I have provided addresses any potential concerns that may arise over granting me a lease. I desire to have nothing but the best intentions to meet the City's requirements and goals in furthering my entrepreneurial spirit.

Thank you for your consideration.

Sincerely,



Teresa Estrada



CITY OF ASTORIA
 Founded 1811 • Incorporated 1856
COMMUNITY DEVELOPMENT

DR

Fee: \$250.00

DESIGN REVIEW

Property Address: S/S OF DUANE ST. APPROXIMATELY 80' TO 120' W. OF 17TH STREET

Lot 2 AND 3 Block 133 Subdivision SHIVELY'S

Map 80908DB02700 Tax Lot 2700 Zone MH

Applicant Name: TERESA ESTRADA

Mailing Address: 147 WASHINGTON STREET ASTORIA, OR 97103

Phone 503.468.0307 Email: t.zeisbrich@yahoo.com

Property Owner's Name: CITY OF ASTORIA

Mailing Address: 1095 DUANE STREET ASTORIA, OR 97103

Phone: 503.338.5173 Email: _____

Signature of Applicant: *Teresa Estrada* Date: 2-26-2015

Signature of Property Owner _____ Date: _____

Proposed Construction: TEMPORARY PLACEMENT OF A 28' X 40' WOOD GILLNET BOAT ATOP TRAILER, CONVERTED TO A CLASS IV MOBILE FOOD UNIT. NO SEATING

Site Dimensions & Square Footage: 15' x 40' LEASE AREA, 11' x 4' CONCRETE PAD PROPOSED FOR PLACEMENT OF MOBILE FOOD UNIT. NO SEATING.

Building Square Footage: 1st Floor: 198 SF BOX 2nd & 3rd Floor: N/A Garage: N/A

Accessory Building Information: N/A

FILING INFORMATION: The Design Review Committee meets on the first Thursday of the month, as needed depending on date of applications. Complete applications must be received by the 23rd of each month. A pre-application meeting with the Planner is required prior to the acceptance of the application as complete. Only complete applications will be scheduled on the agenda. Your attendance at the Design Review Committee meeting is recommended.

For office use only:			
Application Complete:		Permit Info Into D-Base:	
Labels Prepared:		Tentative DRC Meeting Date:	
120 Days:			

All information concerning construction materials, design, dimensions, etc. is REQUIRED. If submitting large format plans, please also submit a reduced copy at 11" x 17" for reproducing.

Briefly address each of the Design Review Guidelines and state whether the project complies with the guideline, if applicable, and why this request should be approved. Please provide manufacturer information and/or detailed information for use of any material or design not selected from the "Encouraged" list in the Design Guidelines. (Use additional sheets if necessary.):

1. **Building Form.**
Basic Shape: CLASSIC VINTAGE KIDSGILLNET BOAT CONSTRUCTED BY COLUMBIA BOAT WORKS (M. TOLONEN), ASTORIA, OR.
Porches & Balustrade - Design, Dimension, Features, Materials: N/A
Balconies & Balustrade - Design, Dimension, Features, Materials: N/A
Other: CABIN/PILOTHOUSE AND FORWARD FISH LOCKER ARE HALF DOME-SHAPED AROUND THE FRONT AND SQUARE ALONG THE BACK
2. **Windows.**
Material: INDUSTRIAL TYPE, SMALL, SINGLE PANE
Divided Windows (true divided, external muntins, etc): N/A
Operation (casement, single hung, etc.): SIDE WINDOWS ARE SLIDERS; FRONT AND REAR ARE FIXED
Size & Material of Exterior Casings (minimum 5/4" x 4"; provide detail diagram): WOOD FRAMED
Other: NAUTICAL/MARINE IN CHARACTER
3. **Exterior Wall Treatments.**
Material & Dimensions of Siding (note if material is smooth or textured): CARVEL-BUILT HULL OF PORT ORFORD CEDAR; DECKING, PILOTHOUSE, FISH LOCKER OF SAME; STEM AND KEEL OF
Decorative Features: GRABRAIL OF PORT ORFORD CEDAR; BRASS FITTINGS; WHITE OAK
Other: CARVEL-BUILT HULL IS TYPICAL OF GILLNET BOATS OF 1940S.
4. **Doors.**
Material & Design: CABIN DOOR IS BIFOLD AND OF ORIGINAL DESIGN; HATCH OF FISH - LOCKER OF ORIGINAL DESIGN
Other: N/A
5. **Roof Elements.**
Style and Pitch of Roof: CABIN/PILOT HOUSE ARE FLAT ROOF; FORWARD FISH LOCKER IS LOW-PITCHED GABLE
Material: ORIGINAL GILLNETTER WITH BRASS AND/OR OTHER GRABRAILS
Color: BOTH ROOFS PROPOSED TO BE BLACK
Decorative Features (eave brackets, etc): ORIGINAL BRASS RAILS, OTHER RAILS
Other: N/A

6. **Garage.**
 Garage Door Material & Design: N/A
 Window Material & Design: _____
 Roof Style & Material: _____
 Other: _____
7. **Signs.**
 Dimension & Square footage: PER ARTICLE 8 SIGNS OF DEVELOPMENT CODE
 Location: PAINTED ON TRANSOM AND HULL OF BOAT
 Type, Material & Design: _____
 Other: PEDESTRIAN ORIENTED POSSIBLE HANGING-BLADE SIGN
8. **Exterior Lighting.**
 Fixture & Lamp Design: ORIGINAL SPOTLIGHT TO REMAIN, BUT UNUTILIZED
 Location: ROOFTOP
 Other: _____
9. **Other Design Elements.**
 (Fences, out buildings, corner boards, belt course, etc. with dimensions): N/A

10. **Building Orientation.**
BOAT WILL BE SITUATED FACING WEST

11. **Building Massing.**
 Building to Lot Ratio: 188,600 = 31%
 Other: N/A
12. **Access and Parking Design.**
 Number of Off-street Spaces: NONE REQUIRED.
 Other: 188 SF BOAT/500 SF (EATING ESTABLISHMENT W/NO SEATING) = .38
13. **Landscaping.**
NONE PROPOSED DUE TO TEMPORARY NATURE OF
PROPOSED MOBILE FOOD UNIT.
14. **Underground Utilities.**
NONE PROPOSED.

PLANS: A site plan indicating location of the proposed structure on the property is required. Diagrams showing the proposed construction indicating style and type of materials proposed to be used are required. Scaled free-hand drawings are acceptable. The City may be able to provide some technical assistance on your proposal if it is adjacent to a historic structure and will require additional review by the Historic Landmarks Commission.

If submitting large format plans, please also submit a reduced copy at 11" x 17" for reproducing.

City Hall • 1095 Duane Street • Astoria, OR 97103 • Phone 503-338-5183 • Fax 503-338-6538

rjohnson@astoria.or.us • www.astoria.or.us

Crony capitalism

From Wikipedia, the free encyclopedia

Crony capitalism is a term describing an economy in which success in business depends on close relationships between business people and government officials. It may be exhibited by favoritism in the distribution of legal permits, government grants, special tax breaks, or other forms of state interventionism.^{[1][2]} Crony capitalism is believed to arise when business cronyism and related self-serving behavior by businesses or businesspeople spills over into politics and government,^[3] or when self-serving friendships and family ties between businessmen and the government influence the economy and society to the extent that it corrupts public-serving economic and political ideals.

The term "crony capitalism" made a significant impact in the public arena as an explanation of the Asian financial crisis.^[4] It is also used to describe governmental decisions favoring "cronies" of governmental officials. In this context, the term is often used interchangeably with corporate welfare; to the extent that there is a difference, it may be the extent to which a government action can be said to benefit individuals rather than entire industries.

Crony capitalism in practice[edit]



Transparency International's overview of the index of perception of corruption, 2010

Crony capitalism exists along a continuum. In its lightest form, crony capitalism consists of collusion among market players which is officially tolerated or encouraged by the government. While perhaps lightly competing against each other, they will present a unified front (sometimes called a trade association or industry trade group) to the government in requesting subsidies or aid or regulation.^[5] Newcomers to a market may find it difficult to find loans, acquire shelf space, or receive official sanction. Some such systems are very formalized, such as sports leagues and the Medallion System of the Taxicabs of New York City, but often the process is more subtle, such as expanding training and certification exams to make it more expensive for new entrants to enter a market and thereby limit competition. In technological fields, there may evolve a system whereby new entrants may be accused of infringing on patents that the established competitors never assert against each other. In spite of this, some competitors may succeed when the legal barriers are light.

*

The
Bowpicker
Fish and Chips

1/14/00

Beth advised him
of DRC review,
Health Dept, Fire,
Bldg Codes, site plan,

1/19/00 He called him, left message
re: DRC, landscaping, paving. Said landscaping
must be req. for at least 12 mos. - we'll talk w/
him, see how things work out for his business
over the next 12 mos. Encouraged him again to
call Tom Phillips + we'll be in touch re: DRC mtg.
BL

CITY OF ASTORIA
1095 Duane Street, Astoria OR 97103
503-325-5821

DR 00-01

Fee: None

DESIGN REVIEW

Property Location: Address: Labiske property between 16th & 17th

Lot/Block/Subdivision: _____

Map/Tax Lot: _____ Zone: MH

Applicant Name: Ronald FORD

Mailing Address: 91.575 Suensen Market Rd Astoria

Phone: 458-6315 Business Phone: _____

Property Owner's Name: Columbia River Maritime Museum

Mailing Address: 1792 Marine DR ASTORIA

Business Name (if applicable): BOW PICKER Fish & chips

Signature of Applicant: Ronald Ford Date: 1-15-2000

Signature of Property Owner: _____ Date: _____

Proposed Construction: Temporary placement of a historically correct 28 foot handcrafted in Astoria Columbia River Bow picker Gillnet fishing Boat, converted into a completely mobile c/w contained class 4 food vendor units. Attached is a 35 inch high portable customer viewing Deck with entrance & exit stairs, treated wood construction, Ridsid Hand Rail, & NON SKID SURFACE.

FILING INFORMATION: The Design Review Committee meets as needed depending on date of applications. Applications must be received a minimum of 30 days prior to the date a meeting can be scheduled. A pre-application meeting with the Associate Planner is required prior to the acceptance of the application as complete. Only complete applications will be scheduled on the agenda. Your attendance at the Design Review Committee meeting is recommended.

Briefly address each of the Design Review Guidelines and state whether the project complies with the guideline, if applicable, and why this request should be approved. (Use additional sheets if necessary.):

1. Building Form.
Classic Lower Columbia Gillnet Boat
Design goes BACK TO THE 1880'S
2. Windows.
Single Pane
WOOD FRAME
3. Exterior Wall Treatments.
Panoramic cedar planking
STEAM fit in traditional MANNER
4. Roof Elements.
Sealed Mahogany Flat with contour
5. Roofing Materials.
Mahogany & OAK
6. Signs.
As Required by city of Astoria
7. Exterior Lighting.
NONE
8. Other Design Elements.
9. Building Orientation.
Parallel to Marine Drive
10 feet off side walk ON 17th

10. Building Massing.

NO permanent construction

11. Access and Parking Design.

Mobil unit will enter property thru existing entrance curb as indicated on site plan
NO parking needed As business will be walk on to property only.

12. Landscaping.

13. Underground Utilities.

NONE needed

PLANS: A site plan indicating location of the proposed structure on the property is required. Diagrams showing the proposed construction indicating style and type of materials proposed to be used are required. Scaled free-hand drawings are acceptable. The City may be able to provide some technical assistance on your proposal if it is adjacent to a historic structure and will require additional review by the Historic Landmarks Commission.



CITY OF ASTORIA
COMMUNITY DEVELOPMENT
DEPARTMENT

Called 2-9-00
+ told left mess
on machine
about this →

2/19/00

Upon further Review.

No need for DRC

◆ b/c temporary nature of structure

◆ revokable lease

◆ Review standards for DRC are quite a stretch

he does need BP for ramp/stairs

January 28, 2000

TO: DESIGN REVIEW COMMITTEE
FROM: ROSEMARY JOHNSON, COMMUNITY DEVELOPMENT DEPARTMENT
SUBJECT: NEED TO SET A MEETING DATE

We need to set a Design Review Committee meeting to review a small structure in the Gateway Area. Please call me by Wednesday, February 2, 2000 to let me know which dates will work for you. I will let you know which date is selected as soon as possible.

Tuesday, February 29, 2000 at 5:15 pm

or

Wednesday, March 1, 2000 at 5:15 pm

If you have any questions, or need additional information, please contact me at 503-325-5821.

Cancelled

ARMORY

1005

16th

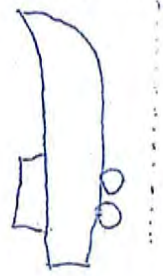
17th

Vacant lot

existing entrance curb

50 foot x 20 foot area to be prepared as a launch pad to support boat using approx 20 yards crushed gravel.

Boat will be parallel with Marine drive & placed ten feet inside of side walk on 17th



side walk

side walk

TEXACO

East ← Marine Drive → West

MUSEUM

Maritime

Street Parking Closure with traffic cones by The Bowpicker Fish and Chips business without Street/Sidewalk/Parking Space Closure Permit Application. Additionally, no Community Development Department review for on-site parking. (i.e. no Parking Variance, Special Exception, etc.).



Monday April 13, 2015



Tuesday April 21, 2015



Seating Without Community Development Review of Parking Requirement based on 1:250 sf for eating establishment with seating.

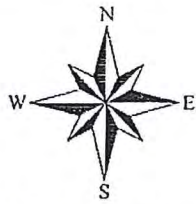


Stairs/landing non-compliant with Americans with Disabilities Act (ADA) and encroachment on public right-of-way.

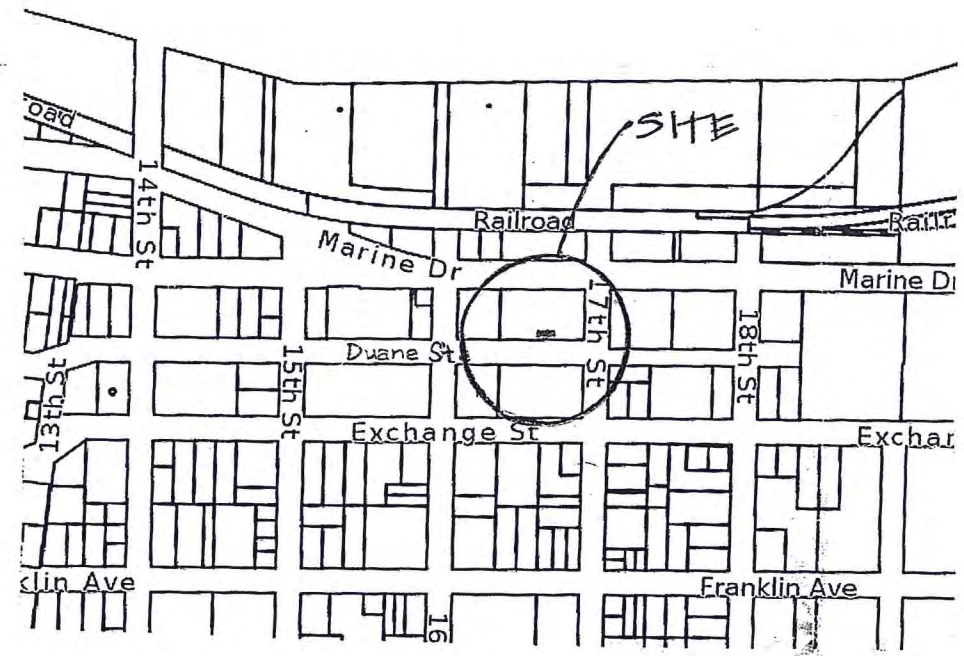
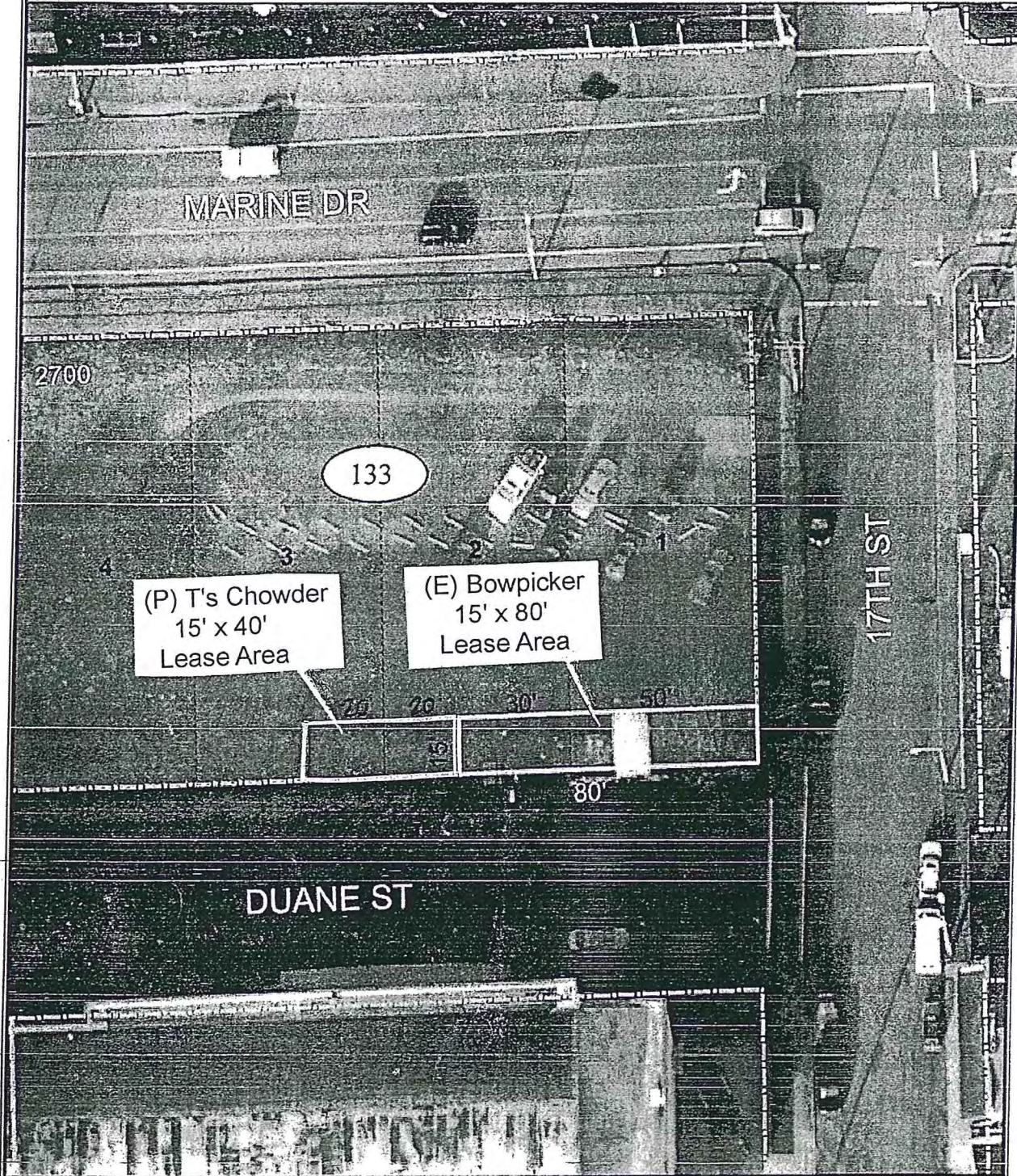


Abandoned
Gillnet Boats
on City Property
are Liabilities

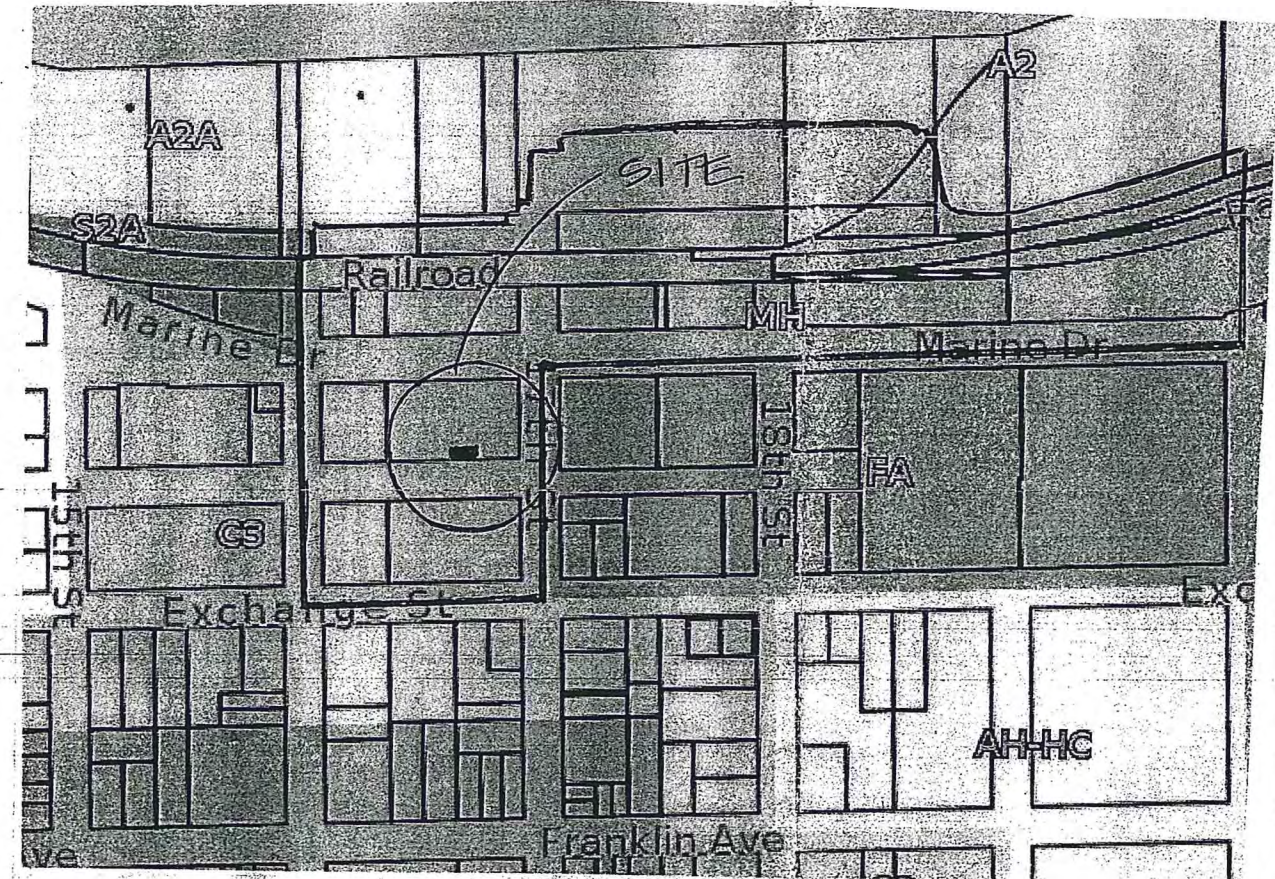
T's Chowder
 Proposed Lease Area
 15' x 40' (600 sq. ft.)
 Southwesterly 15' x 20' lot 2
 Southeasterly 15' x 20' lot 3
 Taxlot 2700, Block 133, Shively's



Scale 1:40
 Date: 2-26-15



LOCATION MAP



ZONING MAP

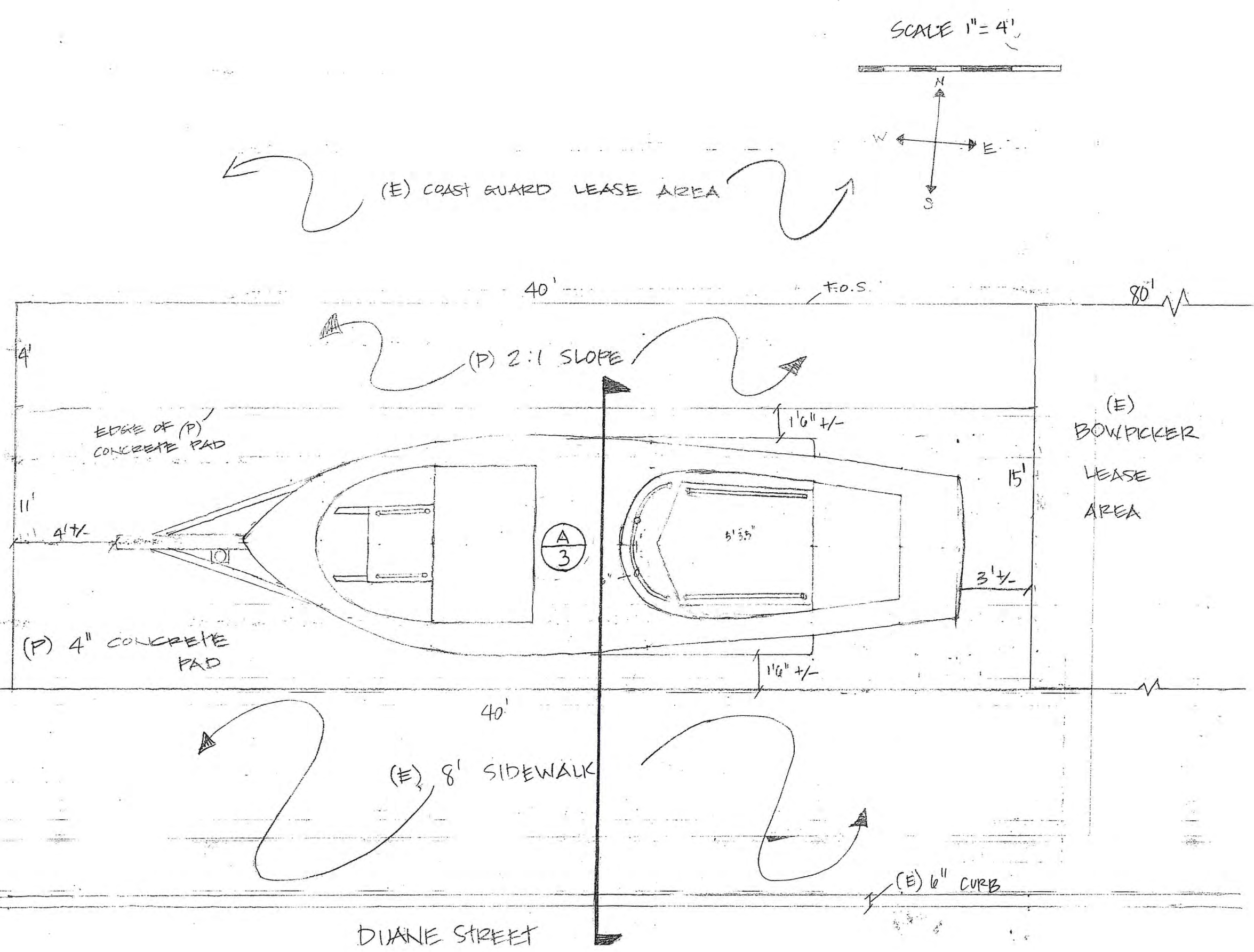
T'S CHOWDER

CLASS III MOBILE FOOD UNIT IN MH-MARITIME HERITAGE ZONE

BY
 TERESA
 ESTRADA

DATE
 2-20-15

PAGE
 1 OF 3

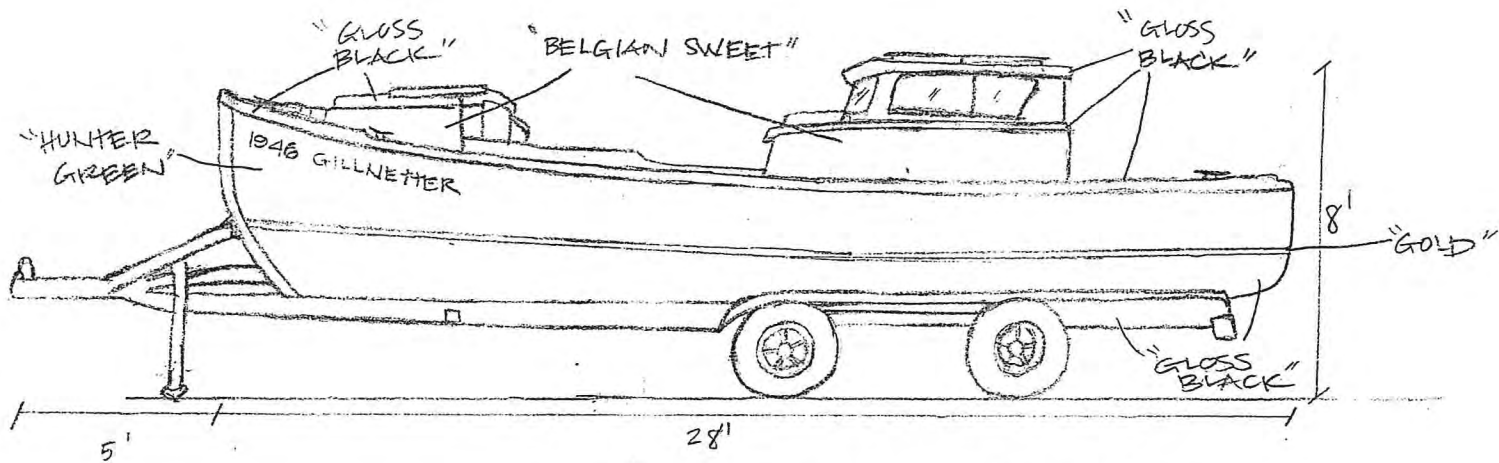


T'S CHOWDER

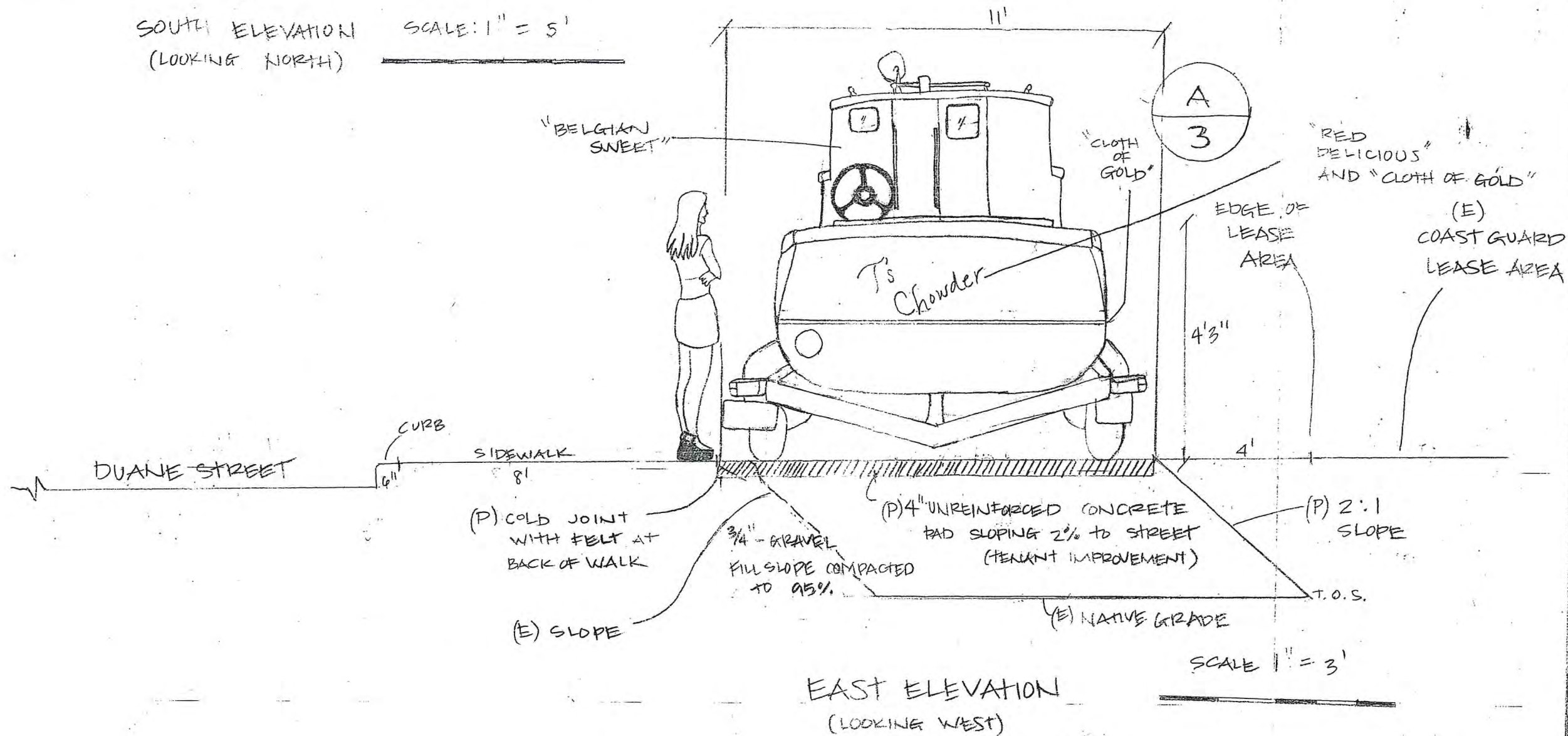
CLASS III MOBILE FOOD UNIT IN MARITIME HERITAGE ZONE

DRAWN BY
TERESA
ESTRADA

DATE
2:20.15



SOUTH ELEVATION (LOOKING NORTH) SCALE: 1" = 5'



EAST ELEVATION (LOOKING WEST) SCALE 1" = 3'

T'S CHOWDER

CLASS II MOBILE FOOD UNIT IN MH-MARITIME HERITAGE ZONE

DRAWN BY:
TERESA
ESTRADA

DATE
2.20.15

PAGE
3 of 3

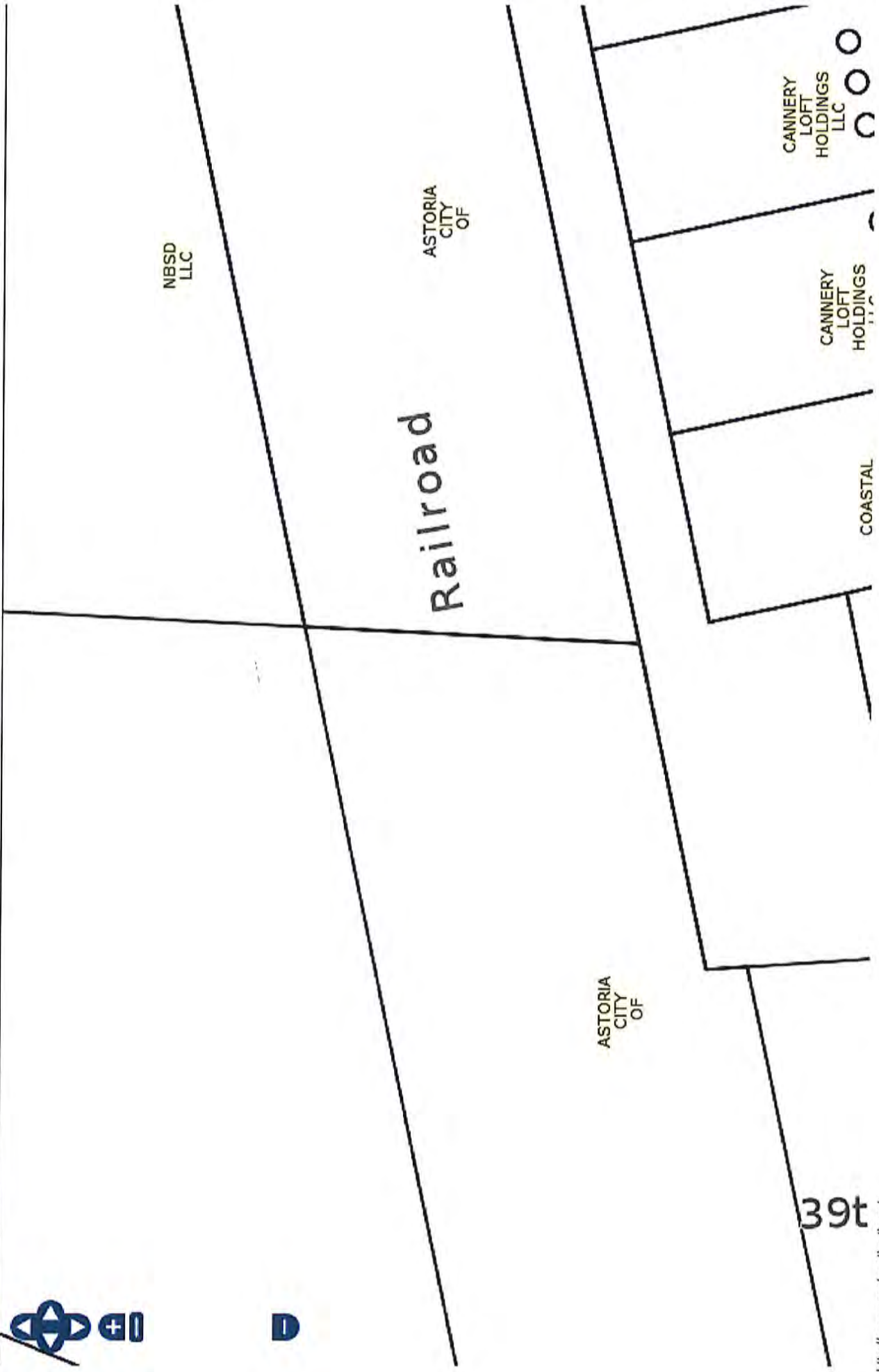
[Clatsop County](#) | [City Website](#) | [School District](#) | [School District](#) |

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[Clatsop County](#) | [City Website](#) | [School District](#) | [School District](#) |

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39t

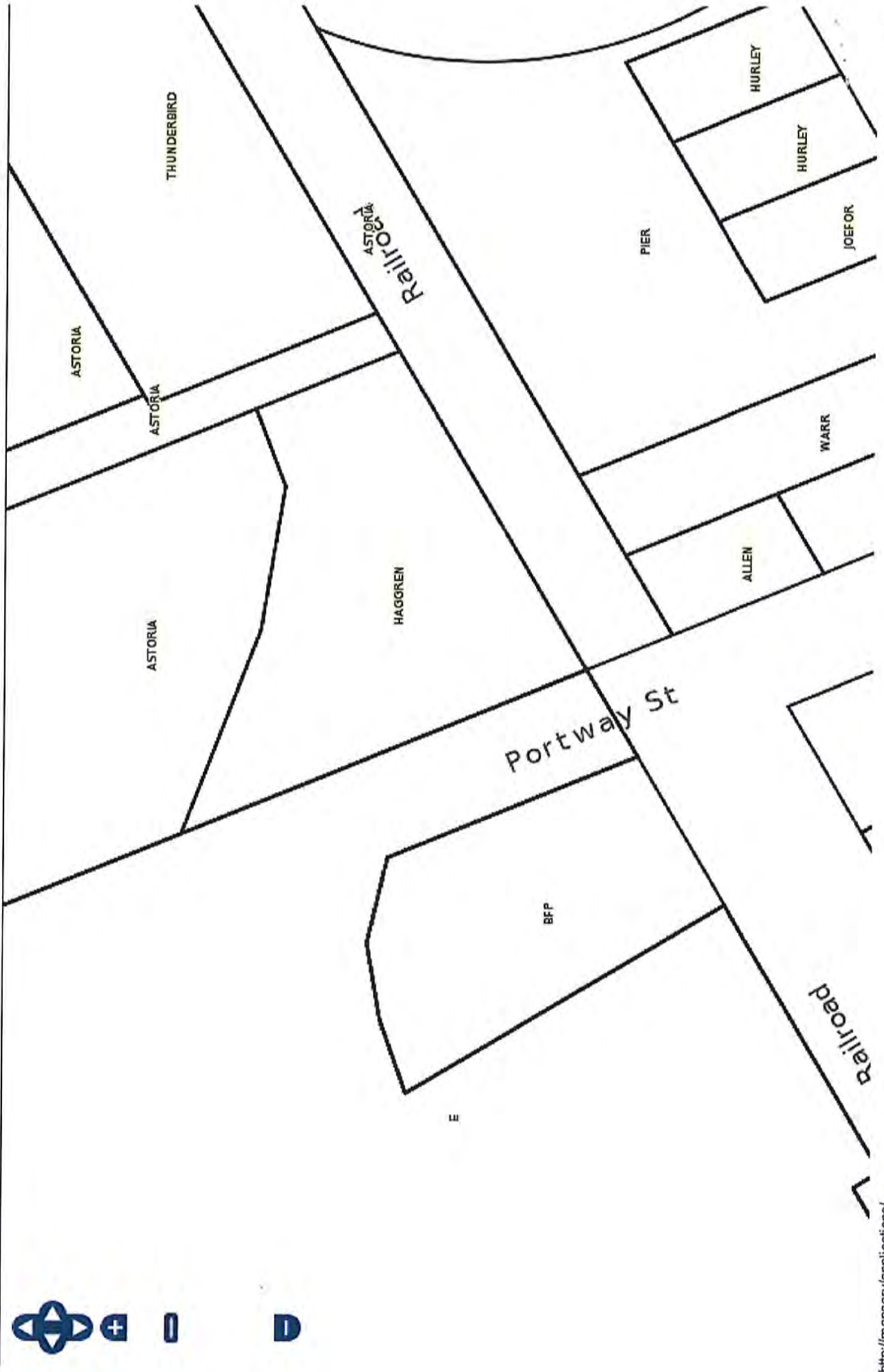
[Clatsop County](#) | [City Website](#) | [School District](#) | [School District](#) |

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Search Tools Sketch Tools Advanced Tools Simple Search



Gillnetter on City Property near Pier 39.



T'S ASTORIA CHOWDER

Applicant: Teresa Estrada

PROPOSED PROJECT:

Lease of 40' x 15' (600 sf) area of City-owned property for duration of 10 years for the placement of restored, historic 1946 28' gillnet boat, atop a ~33' boat trailer, converted to and used as a Class IV Mobile Food Unit ("food cart").

LOCATION:

City-owned Property N/S of Duane St. Approximately 80' to 120' west of 17th St.

ZONING:

The proposed Mobile Food Unit, an eating and drinking establishment without drive-through facility, is a use permitted outright in the MH-Maritime Heritage Zone.

This gillnetter is of sufficient original workmanship and material and is representative of a type of boat once common to the area and significant past events of Astoria. Likely among the last surviving examples of it's kind, it's proposed presence in MH Zone contributes and provides continuity in the historical development of the area.

CLIENTELE/CUSTOMERS:

Derived from tourism and visitors to Astoria.

Food cart would also serve local businesses and their employees of the downtown area, aquatic center, and CMH who require a quick lunch close by.

HOURS OF OPERATION:

Year-round, flexible:	Winter (inclement weather)	Summer (clement weather)
	11 am – 2 pm & 4:30 pm – 6:30 pm	11am – 2 pm & 5 pm – 8 pm

Food cart will be mobile and moved, potentially, at least 2-3 times per year to attend/serve local (Clatsop County) major events/attractions.

LEASE AREA AND ADA:

40' x 15' lease area (600 sq. ft.).

11' x 40' portion of lease area to be improved with 4" concrete pad that would be constructed separate from sidewalk and would not exceed 2:1 slope to leased area. See attached plans.

Temporary ramps will be used for re/placement of food cart to avoid damage to public right-of-way.

No improvements proposed or required for accessibility.

PARKING:

Off-street parking requirement per use (eating establishment w/o seating) is 1:500. No parking would be required based on boat square footage of 188 sf.


HEALTH DEPARTMENT PERMITS:

Seeking permit for Type IV food cart.



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

April 27, 2015

TO: MAYOR AND ASTORIA CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: **SPUR 11 COMBO HARVEST 2015 CONTRACT AWARD**

BACKGROUND

The Council approved the solicitation of bids for the Spur 11 Combo Harvest at their April 6, 2015 meeting. This project includes the thinning of approximately 40 acres and the cleanup of a blowdown area adjacent to neighboring land which has been clear cut and is in other ownership. The project also includes the improvement of a major watershed road system which will minimize adverse effects on water quality. The completion of the Spur 11 Combo Harvest during the summer of 2015 is estimated to net approximately \$240,000.00 after road improvements and reforestation costs.

The bid prospectus was sent to a dozen potential purchasers. Hampton Tree Farms submitted a bid above the minimum bid price as follows:

Bid Species

Hemlock/Silver Fir	\$286.03 per/mbf (minimum bid- \$285.00/mbf)
Douglas-fir	\$380.00 per/mbf (minimum bid- \$380.00/mbf)

No Bid Species

Sitka Spruce	\$200.00/mbf
Pulp Log	\$ 7.00/ton

The total dollar amount will not be known until the timber has been harvested.

RECOMMENDATION

It is recommended that Council approve the sale of the Spur 11 Combo Harvest to Hampton Tree Farms.

Submitted by:  FOR
Ken P. Cook, Public Works Director

Prepared by:  FOR
Mike Barnes, City Forester

CITY OF ASTORIA
Spur 11B Combo Harvest 2015

This Contract, made and entered into this ____ day of ____, by and between the CITY of Astoria, a municipal corporation of the State of Oregon, hereinafter called "CITY", and Hampton Tree Farms, LLC, PO Box 2315, Salem, OR 97308 hereinafter called "PURCHASER".

WITNESSETH

WHEREAS, the CITY sells to PURCHASER and PURCHASER buys from CITY trees designated and described in Scope of Work; and

WHEREAS, PURCHASER is able and prepared to harvest designated timber 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. PURCHASER SERVICES

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

B. The PURCHASER'S work shall be performed as expeditiously as is consistent with safety and the orderly progress of work. All work shall be completed no later than **October 31, 2015**.

2. PAYMENT TO CITY

A. PURCHASER agrees to pay CITY
\$286.03 mbf for Hemlock/Pacific Silver Fir
\$380.00 mbf for Douglas-fir

\$200.00 per mbf for Sitka Spruce
\$ 7.00 per ton for Pulp logs

B. An initial payment of \$26,172.00 shall be made to the City prior to commencement of activities.

C. Payment schedule shall be based upon terms as outlined in Section 17 of the attached Scope of Work.

3. TITLE TO TREES

During the period of this Contract, and any extension, PURCHASER shall have the right to cut and remove designated trees. Such right shall be conditioned upon PURCHASER complying with the provisions of this Contract. PURCHASER shall be listed as timber owner on the Notification of Operation, as filed with the Oregon Department of Forestry.

Any right of PURCHASER to cut and remove the trees shall expire and end at the time this Contract, or any extension, terminates. All rights and interests of PURCHASER in and to trees and logs remaining in the project area shall, at that time, automatically revert to and revest in the CITY, without compensation to PURCHASER.

4. PURCHASER IDENTIFICATION
PURCHASER shall furnish to the CITY the PURCHASER'S employer identification number, as designated by the Internal Revenue Service, or PURCHASER'S Social Security number, as CITY deems applicable.
5. PURCHASER'S REPRESENTATIVE
For purposes hereof, the PURCHASER'S authorized representative will be David Kunert.
6. CITY'S OBLIGATIONS
In order to facilitate the work of the PURCHASER as above outlined, the CITY shall furnish to the PURCHASER access to all relevant maps, aerial photographs, reports and site information which is in the CITY'S possession concerning the project area. In addition, the CITY shall act as liaison for the PURCHASER, assisting the PURCHASER with making contacts and facilitating meetings, as necessary.
7. PURCHASER IS INDEPENDENT PURCHASER
 - A. PURCHASER'S performance shall be under the general supervision of CITY'S project director or his designee, but PURCHASER shall be an independent PURCHASER for all purposes and shall be entitled to no compensation other than the compensation provided for under Section 2 of this Contract.
 - B. PURCHASER acknowledges that for all purposes related to this Contract, PURCHASER is and shall be deemed to be an independent PURCHASER 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 PURCHASER 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 PURCHASER under the terms of the Contract, to the full extent of any benefits or other remuneration PURCHASER 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 PURCHASER or a third party) as a result of said finding.
 - C. The undersigned PURCHASER 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 PURCHASER, either directly or indirectly, in connection with the letting or performance of this Contract, except as specifically declared in writing.
8. ASSIGNMENT OF CONTRACT
PURCHASER shall not assign, sell, or transfer rights, or delegate responsibilities under this Contract, in whole or in part, without the prior consent of the CITY. CITY will consent only when assignment is consistent with CITY'S fiduciary duties. No such written approval shall relieve PURCHASER of any obligations under this Contract, and any transferee shall be considered the agent of the PURCHASER and bound to perform in accordance with the Contract. PURCHASER shall remain liable as between the original parties to the Contract as if no assignment had occurred.
9. SUBCONTRACTING
PURCHASER acknowledges and agrees that if PURCHASER subcontracts all or any part of the Operations, such subcontracting shall in no way relieve PURCHASER of any responsibility under this Contract. PURCHASER shall notify CITY in writing of the names and addresses of each subcontractor prior to the commencement of any Contract work by the subcontractor.

10. CANCELLATION FOR CAUSE
CITY may cancel all or any part of this Contract if PURCHASER breaches any of the terms herein or in the event of any of the following: Insolvency of PURCHASER; voluntary or involuntary petition in bankruptcy by or against PURCHASER; appointment of a receiver or trustee for PURCHASER, or any assignment for benefit of creditors of PURCHASER. 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. PURCHASER 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.
11. 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.
12. FORCE MAJEURE
Neither CITY nor PURCHASER 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.
13. NONWAIVER
The failure of the CITY to insist upon or enforce strict performance by PURCHASER 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.
14. 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.
15. 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.
16. 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 PURCHASER, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.
17. INDEMNIFICATION
With regard to Comprehensive General Liability, PURCHASER 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, PURCHASER, or others resulting from or arising out of PURCHASER'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 PURCHASER 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 PURCHASER.

With regard to Personal Liability, PURCHASER 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 PURCHASER'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 PURCHASER and the Client, this indemnification and agreement to assume defense costs applies only to the extent of negligence of PURCHASER.

With respect to Commercial Liability and Personal Liability, PURCHASER reserves the right to approve the choice of counsel.

18. INSURANCE
PURCHASER shall obtain and maintain the following insurance: \$2,000,000 Commercial General Liability, \$1,000,000 Automobile Liability, \$1,000,000 Logger's Broad Form and \$1,000,000 excess or umbrella policy. CITY will be listed as an "Additional Insured" on each policy. Such insurance shall provide a waiver of subrogation in favor of City. Coverage shall include PURCHASER, Sub-contractors, and anyone directly or indirectly employed by either. The comprehensive general liability shall be combined single limit for broad form liability property damage and bodily injury. Such insurance shall not be canceled or its limits of liability reduced without thirty (30) days prior notice to CITY. A copy of an insurance certificate in form satisfactory to CITY certifying the issuance of such insurance shall be furnished to CITY. Such insurance shall not be canceled or its limits of liability reduced without thirty (30) days written notice to CITY.
19. WORKMEN'S COMPENSATION
The PURCHASER, its sub-contractors, and all employers working under this Agreement are 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. PURCHASER shall provide proof of worker's compensation coverage to CITY.
20. LABORERS AND MATERIALMEN, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND, LIENS AND WITHHOLDING TAXES
PURCHASER shall make payment promptly, as due, to all persons supplying PURCHASER labor or material for the prosecution of the work provided for this contract.
PURCHASER shall pay all contributions or amounts due the Industrial Accident Fund from PURCHASER or any subPURCHASER incurred in the performance of the contract.
PURCHASER 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.
PURCHASER shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
21. 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.
22. PAYMENT OF CLAIMS BY PUBLIC OFFICERS
If the PURCHASER fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the PURCHASER or a subPURCHASER by any person in connection with the public contract as such claim becomes due, the proper officer or officers representing the municipality may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the PURCHASER by reason of such contract.

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

23. PAYMENT OF MEDICAL CARE

PURCHASER 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 PURCHASER, of all sums which the PURCHASER agrees to pay for such services and all moneys and sums which the PURCHASER 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.

24. OVERTIME

Employees shall be paid at least time and a half for all overtime work in excess of 40 hours in any one-week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime.

25. NO THIRD PARTY BENEFICIARIES

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

26. SEVERABILITY AND SURVIVAL

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

27. HARVEST TAX LIABILITY

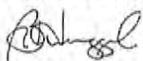
PURCHASER shall be responsible for payment of all Department of Revenue Timber Harvest Taxes.

28. COMPLETE CONTRACT

This Contract and its referenced attachments constitute the complete contract between CITY and PURCHASER and supersedes all prior written or oral discussions or agreements. PURCHASER 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:


Attorney

Digitally signed by
[unreadable] DN: cn=[unreadable],
o=[unreadable], ou=[unreadable],
email=[unreadable], c=US
Date: 2015.04.22 14:11:12 -0800

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

BY: _____
Mayor Date

BY: _____
City Manager Date

BY: _____
Purchaser Date

BID FORM

CITY OF ASTORIA
Spur 11B Combo Harvest 2015

Bid Opening April 22, 2015
1:00 PM Pacific Daylight Savings Time

Submitted to: City of Astoria
Public Works Department
Attn: Ken P. Cook
1095 Duane St.
Astoria, Oregon 97103

The following bid is for timber only described under the terms described in the invitation to bid.

Bidder acknowledges that this offer is for **Timber Only, "As Is"** and that the City reserves the right to reject any and all bids. Bidder has made a careful and independent determination of the conditions requisite to the transaction contemplated herein.

Bidder has submitted a **\$10,000 Bid Deposit**, which must be included with this bid, in the form of a cashier's or certified check.

Bid Species	Hemlock/Silver Fir	<u>\$ 286.03</u> per/mbf
	(minimum bid- \$285.00/mbf)	
	Douglas-fir	<u>\$ 380.00</u> per/mbf
	(minimum bid- \$380.00/mbf)	

No Bid Species	
Sitka Spruce	\$200.00/mbf
Pulp Log	\$ 7.00/ton

Bidder: HAMPTON TREE FARMS, LLC

Tax ID No.: 93-0347681

Address: PO Box 2315
SALEM, OR 97308

Phone: (503) 365-8400

Authorized Representative  FORESTER
(Signature and Title)

Printed Name DAVID KUNERT

Date APRIL 22, 2015

**CERTIFICATION OF ELIGIBILITY
TO BID ON CITY TIMBER**

HAMPTON TREE FARMS, LLC

hereby certifies that they:

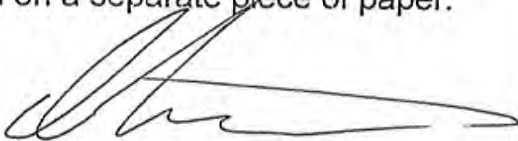
EXPORT

- (a) Will not export the unprocessed city timber as defined in OAR 629-031-0020 which is the subject of this transaction;
- (b) Will not sell, transfer, exchange, or otherwise convey the unprocessed timber as defined above which is the subject of this transaction to any other person without first obtaining a certification from that person which meets the requirements of OAR 629-031-0030.
- (c) Are not prohibited by OAR's 629-031-0005 from bidding for unprocessed city timber.
- (d) Understand that falsely entering into this certification is a violation of the Forest Resources Conservation Amendments Act of 1993 and OAR Chapter 629, Division 31, and is subject to any and all penalties contained therein.
- (e) Have not exported unprocessed timber originating from private lands in Oregon in the last 24 months.

DEFAULT, TERMINATION, AND OTHER RELATED MATTERS

- (a) Are not currently in default status under any timber sale contract sold by the City.
- (b) Has not, within a 3-year period preceding this bid, had one or more Federal, State, or local timber sales terminated for cause or default.
- (c) If (b) above is Yes, has submitted an explanation, in writing, with this bid for consideration by City. Any such explanation shall be submitted at the time of bid on a separate piece of paper.

Signed



Title

Forester

Dated

APRIL 22, 2015

[Note: For the purpose of this form, the definition of unprocessed timber is the same as in OAR 629-031-0005.]



CASHIER'S CHECK

No. 3145507162

93-38
929

DATE: APRIL 21, 2015

PAY TEN THOUSAND DOLLARS AND 00 CENTS

\$ 10,000.00

TO THE ORDER OF: CITY OF ASTORIA, PUBLIC WORKS DEPARTMENT

PURPOSE/REMITTER: HAMPTON TREE FARMS, LLC

Location: 3145 Tillamook

AUTHORIZED SIGNATURE

U.S. Bank National Association
Minneapolis, MN 55480

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CITY OF ASTORIA
Founded 1811 • Incorporated 1856

May 4, 2015

The Honorable Peter Courtney
Oregon State Senate President
900 Court Street NE, S-201
Salem OR 97301

The Honorable Diane Rosenbaum
Oregon State Senator
Chair, Rules Committee
900 Court Street NE, S-223
Salem OR 97301

Dear President Courtney and Senator Rosenbaum:

The Astoria City Council gives its strongest recommendation to Governor Brown's appointment of Astorian Bruce Buckmaster to serve on the Oregon Department of Fish and Wildlife Commission. Mr. Buckmaster has distinguished himself for years in the North Coast community, both as a leader of a sustainable business and as an advocate on behalf of the environment.

We are aware of the controversies that exist between sportsfishers and gillnetters. Mr. Buckmaster is both an avid sports fisherman who has brought many distinguished visitors to Oregon, advocating our sportsfishing opportunities, and also is sensitive to the particular needs of generations of families who earn their living from the Columbia River's natural resources.

Mr. Buckmaster is widely regarded as a bridge-builder in our community, and we believe he will do the same on the Fish and Wildlife Commission. We recognize the competing interests of the many stakeholders and believe that representation from the North Coast of Oregon on the Fish and Wildlife Commission is particularly important.

We would appreciate your active support for the confirmation of Mr. Buckmaster. If you need any further information please contact me.

Sincerely,

THE CITY OF ASTORIA

Arline LaMear
Mayor of Astoria
for the Council

cc: The Honorable Kate Brown
Office of the Governor
160 State Capitol
900 Court Street
Salem OR 97301-4047



CITY OF ASTORIA

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ASTORIA CITY COUNCIL DRAFT GOALS FISCAL YEAR 2015-2016

- **Investigate locating the Astoria Public Library as a part of a mixed use residential development within Heritage Square, to facilitate redevelopment of this space.**
- **Begin development of a City of Astoria strategic plan / vision**
- **Promote positive economic development through strengthening partnerships and streamlining processes**
- **Improve the safety and efficiency of the transportation system by: advocating for the bypass; an evaluation of downtown chair walls; and fixing pedestrian problems**
- **Promote housing that Astorians can afford**
- **Continue implementation of the Riverfront Vision Plan**
- **Develop a City of Astoria parks masterplan**
- **Address cemetery maintenance / funding issues**
- **Develop a masterplan for the western entrance to Astoria**
- **Hold an emergency preparedness presentation oriented to citizens of Astoria**




CITY OF ASTORIA

Founded 1811 • Incorporated 1856

April 30, 2015

MEMORANDUM

TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: CITY COUNCIL RULES

DISCUSSION/ANALYSIS

The Council will discuss "City Council Rules" following up from the last meeting. Included in the packet is a revised draft which incorporates the changes mentioned by City Attorney Henningsgaard at your last meeting.

City Councilor Herzig has proposed the following amendments:

- Delete 'with leave of the chair' from: 7.2 Public Comment Concerning Agenda Items - *With leave of the chair*, members of the general public wishing to address the Council on an agenda item will be allowed to do so, after any presentation by staff and prior to a decision by the Council.
- To 7.3, add 'Presentations to the Council shall be limited to a period of no more than fifteen (15) minutes, unless additional time is granted by the Presiding Officer.'

Additionally, Councilor Price has prepared a revised version of Council Rules for consideration. That document follows City Attorney Henningsgaard's version.

Following discussion at the May 4th Council meeting, staff will receive direction as to whether further changes are requested and whether the Council wishes to approve the rules.

CITY OF ASTORIA COUNCIL RULES OF PROCEDURE

2015

SECTION 1-AUTHORITY

1.1 Authority - These rules are adopted by the ~~Common Council of the City of Astoria~~Astoria City Council.

SECTION 2 - MEETINGS OF THE COMMON COUNCIL

2.1 Open Meetings - Meetings of the ~~City Common Council~~ will be conducted in accordance with the Oregon Public Meetings Law.

2.2 Regular Meeting - The ~~Common Council~~ will meet in regular session on the first and third Mondays of each month at 7:00 p.m. in the Astoria City Hall, Council Chambers, 1095 Duane Street, or at such another time and place in the City as designated by the City Council.

2.3 Special Meetings - Special meetings of the Council may be called by the Mayor, or upon the request of at least two members of the Council.

2.4 Emergency Meeting - Emergency meetings may be called by the ~~M~~mayor pursuant to ORS 192.640(3).

2.5 Executive Sessions - Executive sessions shall be held in accordance with the provisions of ORS 192.660.

2.6 Work Sessions - The Astoria City Council may hold work sessions at such time and place as will allow the City Council an opportunity to review forthcoming projects of the City, determine goals for the ensuing year, receive progress reports on current programs or projects, or to hold open discussions on any City-related subject.

2.7 Quorum - A majority of the Council constitutes a quorum ~~for its business, but a smaller number of the Council may meet and compel attendance of absent Councilors. Charter of the City of Astoria § 4.2.~~

2.8 Vote Required - Except in the following cases, the express concurrence of a majority of the Council members present and constituting a quorum is necessary to decide affirmatively a question before the Council. *Charter of the City of Astoria § 4.6*

- The City Manager, City Attorney and Municipal Judge, shall be appointed and removed only by majority vote of all incumbent members of the Council.
- A vacancy in the Council shall be filled by appointment by a majority of the Council.
- During a Council member's temporary disability to serve on the Council or during a member's temporary absence from the City, a majority of the other Council members may, by appointment, fill the vacancy pro tem.

- The Council may adopt an ordinance at a single meeting by the express unanimous votes of all Council members present.

2.9 Rules of Order - The Presiding Officer shall conduct all meetings in accordance with these rules and standards previously observed by the Council. In the event of a dispute or controversy concerning the conduct of a meeting reference may be made to *Robert's Rules of Order Newly Revised*.

2.10 Address by Council Members - Any Council member desiring to speak shall address the Presiding Officer and upon recognition, shall confine remarks to the issue under debate. Council members soliciting input from staff shall direct the concern to the City Manager. The City Manager may respond as requested or redirect the inquiry to a member of the staff.

2.11 Electronic Attendance - If a Council member is unable to attend a meeting, the member may attend by conference telephone or other means of electronic communication through which all members of the Council and public may hear or read the other's communications. At least 24 hours' advance notice shall normally be given of such participation.

SECTION 3- THE PRESIDING OFFICER

3.1 Mayor - The Mayor is a voting member of the Council. When present at Council meetings, the Mayor shall, preside over deliberations of the Council, preserve order; enforce Council rules; and determine the order of business. the Mayor may temporarily cease to chair a Council meeting and delegate the functions described in subsection ~~(1)~~ of chair to another Council member. *Charter of the City of Astoria, §4.4.*

3.2 Council President - At the first meeting of each year, the Council shall appoint a President from its Councilors. The President shall function as Mayor when the Mayor is absent from a Council meeting; or unable to function as Mayor. *Charter of the City of Astoria, §4.4.*

SECTION 4- DECORUM AND ORDER

4.1 Presiding Officer - The Presiding Officer ~~shall~~ has authority to enforce Council rules, ~~has authority to~~ preserve decorum and ~~shall to~~ determine points of order. The Presiding Officer may control Council debate and public testimony to the question under discussion.

4.2 Councilors - Council members shall maintain order, good conduct, and decorum during Council meetings, and shall not by conversation or other action, delay or interrupt the proceedings or refuse to obey the orders of the Presiding Officer or Council rules.

4.3 Staff and Public - Staff Members, City employees and all other persons attending Council meetings shall observe the same rules, decorum and good conduct applicable to the members of the Council.

4.4 Removal of Any Person - The Presiding Officer may order the removal of any person making disruptive or threatening remarks or actions during a meeting and may summon the assistance of the police or other administrative staff for that purpose.

SECTION 6- AGENDA AND ORDER OF BUSINESS

6.1 Agenda Preparation - The City Manager with approval from the Presiding Officer, shall prepare the Agenda for each meeting, specifying the time, place, and purpose of the meeting and listing the subjects anticipated to be considered at the meeting.

At least four days prior to the meeting, the agenda and packet;

- should be delivered to the Council;
- posted on the City's website; and
- delivered to the City Library.

At least four days prior to the meeting, the agenda should be:

- posted on bulletin boards at City Hall and Library; and
- be distributed to media representatives, and other interested parties upon written request.

6.2 Changing Order of Business - At any meeting of the Council, the order of the business may be changed or any part thereof suspended or items added for such meeting upon consensus of the majority of the Council members present.

SECTION 7- PUBLIC TESTIMONY

~~7.1 Public Comment Generally - Any member of the general public wishing to address the Council on an issue not on the agenda may do so at the time set aside for Citizen Communications during each regular session of the Council. Any member so addressing the Council shall be limited to a period of three (3) minutes, unless additional time is granted by the Presiding Officer. Members of the general public wishing to address the Council on an issue not on the agenda may do so at the time set aside for Citizen Communications during each regular session of the Council.~~

~~7.2 Public Comment Concerning Agenda Items - With leave of the chair, members of the general public wishing to address the Council on an agenda item will be allowed to do so, after any presentation by staff and prior to a decision by the Council.~~

~~7.3 Time Limitation - Public members addressing the Council shall be limited to a~~

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period of no more than five (5) minutes, unless additional time is granted by the Presiding Officer. The time limit policy may be waived at the discretion of the Presiding Officer.

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SECTION 8 - PUBLIC HEARINGS, CONFLICT OF INTEREST OR OTHER DISQUALIFICATIONS

8.1 Public Hearings - Public Hearings shall be held on matters required by State law or City policy. Quasi-judicial hearing procedures shall be conducted in accordance with Oregon law and the Astoria Development Code. At the beginning of each hearing the Presiding Officer shall announce the purpose and type of hearing and summarize guidelines for the conduct of the hearing.

8.2 Call for Abstentions - Prior to any public hearing, ~~the~~ Presiding Officer shall call for abstentions from the Council. No Council member shall participate in discussion or vote on a matter in which the Council member has a direct personal or pecuniary interest.

8.3 Objections to Jurisdiction - The Presiding Officer shall inquire if there are objections to the jurisdiction of the Council to hear the matter, and if such objections are received, conduct further inquiry if necessary to determine the question. The Presiding Officer shall terminate the hearing if the inquiry results in substantial evidence the Council lacks jurisdiction or the procedural requirements are not met.

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8.4 Ex-Parte Contact/Conflict of Interest/Prehearing Bias - Prior to opening any quasi-judicial hearing the Presiding Officer:

- Shall inquire if there are objections to the jurisdiction of the Council to hear the matter, and if such objections are received, conduct further inquiry if necessary to determine the question. The Presiding Officer shall terminate the hearing if the inquiry results in substantial evidence the Council lacks jurisdiction or other procedural requirements are not met;
- Shall ask if any member of the Council has had ex parte contacts or matters of bias. If a Councilmember discloses an ex-parte contact, the Councilmember shall disclose the nature of the contact and information obtained.
- shall ask if any ex parte contacts or matters of bias. If a Councilmember discloses an ex parte contact, the Councilmember shall disclose the nature of the contact and information obtained. If a Council member discloses a prehearing bias, the Council member shall not participate in discussion or vote on the matter. The Council member will be counted however for the purpose of establishing a quorum.

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~~If a Council member's participation is challenged, the Council member may~~

participate and may make statement in response to the challenge. Such challenge must be made prior to the commencement of the Public Hearing and shall be incorporated into the record of the hearing. If a Council member is biased or has otherwise prejudged the matter, the Council member shall not participate in discussion or vote. The Council member will be counted however for the purpose of establishing a quorum.

If a Council member's participation is challenged, the Council member may participate and may make statement in response to the challenge. Such challenge may be made by an applicant, an opponent or by another member of the Council but must be made prior to the commencement of the Public Hearing and shall be incorporated into the record of the hearing.

~~**8.5 Objections to Jurisdiction** – The Presiding Officer shall inquire if there are objections to the jurisdiction of the Council to hear the matter, and if such objections are received, conduct further inquiry if necessary to determine the question. The Presiding Officer shall terminate the hearing if the inquiry results in substantial evidence the Council lacks jurisdiction or the procedural requirements are not met.~~

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SECTION 9 - RECORD OF MEETINGS

~~**9.1 Council Record of Meetings** - Pursuant to City Charter, Section 4.3, An accurate record of Council proceedings shall be kept.~~

9.2 Responsibility - The City Manager is responsible to ensure that accurate minutes are prepared and furnished to all City Council Members for review and approval.

9.3 Content of Minutes - Minutes of meetings of the City Council shall comply with the provisions of ORS 192.650 and contain the following:

- a) Names of all Council members present or absent and City staff present;
- b) Name and address, if provided, of all persons testifying;
- c) All motions, proposals, ordinances, resolutions, orders and their disposition;
- d) Results of all votes and the vote of each Councilmember by name;
- e) Substance of any discussion on any matter;
- f) Reflect the matters discussed and views of the participants;
- g) Reference any document or exhibits discussed at the meeting.

9.4 Preparation of Minutes and Retention of Audio - Official proceedings of the City Council shall be audio recorded and be maintained in accordance with the Oregon Archives Law (pursuant to OAR 166).

9.5 Executive Session Minutes - Minutes of executive sessions shall be kept in

accordance with ORS 192.650(2). No transcription of executive session minutes will be made unless requested by a Council member or otherwise required by State law.

SECTION 10 - PROCLAMATIONS

10.1 Request for Proclamations - Organizations, citizens, or Council members may request proclamations to recognize the efforts of community groups and individuals. Upon receipt, the City Manager will notify the Mayor and the approval of the Mayor, the City Manager shall prepare the proclamation.

10.2 Reading of Proclamations - At the discretion of the Mayor, a proclamation shall be read at the Council meeting and presented or mailed to the requesting organization or group.

SECTION 10-CREATION OF CITIZEN ADVISORY BOARDS, COMMISSIONS, AND COMMITTEES AND OTHER COUNCIL AD-HOC COMMITTEES

10.1 Committee Formation - The Council may establish any Commission, Committee, or Task Force and assign its function and responsibilities. The Mayor, shall appoint members of all committees established by the Council. *Charter of the City of Astoria*, §5.1.

SECTION 11- ELECTRONIC COMMUNICATIONS

11.1 Communications - Councilmembers should observe the following guidelines when using electronic methods in corresponding in their elected roles:

- a) Council members should use city e-mail addresses for all communications dealing with matter of City concern. Regardless of whether these communications are transmitted on private electronic devices or electronic devices provided by the City, these communications are subject to City record retention policies and to the Oregon Public Records Laws. These communications should be made via City-supplied iPad or other electronic device and are subject to City record retention policies and to the Oregon Public Records Laws.
- b) E-mail may be used for correspondence, to schedule meetings, send informative messages, or request information from other members of the Council, the City Manager, or City Department Directors.
- c) E-Mail ~~may should~~ not be used to discuss policy issues with a quorum of the Council at one time or a quorum of a standing advisory body in any manner which would be in violation of the Oregon Public Meetings Law.

SECTION 12- CITY COUNCIL TRAINING AND STIPENDS

12.1 Council Training - All-Council members may attend training seminars or

conferences related to their service as members of the Council.

12.2 Reimbursement Allowance - Council members shall be entitled to reimbursement of any expenses for registration, travel, meals and overnight accommodations incurred in attending in-state training and conferences. Requests for reimbursement shall be submitted to the City Manager, or designee, who will make necessary arrangements on behalf of the requester.

12.3 Council Training Budget - The Budget Committee shall set the Council Training Budget annually at the recommendation of the City Manager.

* VERSION
PREPARED BY
COUNCILOR
PRICE

CITY OF ASTORIA COUNCIL RULES OF PROCEDURE

2015

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SECTION 1-AUTHORITY

1.1 Authority - These rules are adopted by the ~~Common Council of the City of Astoria~~Astoria City Council. The purpose of these rules is to provide for the orderly processing of Council business. The underlying authority for action by the Council is the City Charter. Any provision of these rules not governed by Stat law or the Charter may be temporarily suspended by a majority vote of the Council.

SECTION 2 - MEETINGS OF THE COMMON COUNCIL

2.1 Open Meetings - Meetings of the ~~City Common Council~~ will be conducted in accordance with the Oregon Public Meetings Law. All meetings other than executive sessions are open to the public.

2.2 Regular Meeting - The ~~Common Council~~ will meet in regular session on the first and third Mondays of each month at 7:00 p.m. in the Astoria City Hall, Council Chambers, 1095 Duane Street, or at ~~such another~~ such time and place in the City as designated by the City Council.

2.3 Special Meetings - Special meetings of the Council may be called by the Mayor, or upon the request of at least two members of the Council.

2.4 Emergency Meeting - Emergency meetings may be called by the ~~M~~Mayor pursuant to ORS 192.640(3).

2.5 Executive Sessions - Executive sessions shall be held in accordance with the provisions of ORS 192.660.

2.6 Work Sessions - The Astoria City Council may hold work sessions at such time and place as will allow the City Council an opportunity to review forthcoming projects of the City, determine goals for the ensuing year, receive progress reports on current programs or projects, or to hold open discussions on any City-related subject. Such sessions may be called by the Mayor, Council President in the Mayor's absence, City Manager, or three Council members.

2.7 Quorum - A majority of the Council constitutes a quorum ~~for its business, but a smaller number of the Council may meet and compel attendance of absent Councilors.~~ Charter of the City of Astoria § 4.2.

2.8 Vote Required - Except in the following cases, the express concurrence of a majority of the Council members present and constituting a quorum is necessary to decide affirmatively a question before the Council. Charter of the City of Astoria § 4.6

- The City Manager, City Attorney and Municipal Judge, shall be appointed and removed only by majority vote of all incumbent members of the Council.
- A vacancy in the Council shall be filled by appointment by a majority of the Council.
- During a Council member's temporary disability to serve on the Council or during a member's temporary absence from the City, a majority of the other Council members may, by appointment, fill the vacancy pro tem.
- The Council may adopt an ordinance at a single meeting by the express unanimous votes of all Council members present.

2.9 Rules of Order - The Presiding Officer shall conduct all meetings in accordance with these rules and standards ~~previously observed by the Council~~. In the event of a dispute or controversy concerning the conduct of a meeting, reference may be made to *Robert's Rules of Order Newly Revised*.

2.10 Address by Council Members - Any Council member desiring to speak shall address the Presiding Officer and, upon recognition, shall confine remarks to the issue under debate. Council members soliciting input from staff shall direct the concern to the City Manager. The City Manager may respond as requested or redirect the inquiry to a member of the staff.

2.11 Electronic Attendance - If a Council member is unable to attend a meeting, the member may attend by conference telephone or other means of electronic communication through which all members of the Council and public may hear or read the other's communications. At least 24 hours' advance notice shall normally be given of such participation.

SECTION 3- THE PRESIDING OFFICER

3.1 Mayor - The Mayor is a voting member of the Council. When present at Council meetings, the Mayor shall: preside over deliberations of the Council; preserve order; enforce Council rules; and determine the order of business. ~~the~~ The Mayor may temporarily cease to chair a Council meeting and delegate the functions described in subsection (4) of chair to another Council member. *Charter of the City of Astoria*, §4.4.

3.2 Council President - At the first meeting of each year, the Council shall appoint a President from its Councilors. The President shall function as Mayor when the Mayor is absent from a Council meeting; or is unable to function as Mayor. *Charter of the City of Astoria*, §4.4.

SECTION 4- DECORUM AND ORDER

4.1 Presiding Officer - The Presiding Officer shall ~~has authority to~~ enforce Council rules, ~~has authority to~~ preserve decorum and shall ~~to~~ determine points of order. The Presiding Officer may control Council debate and public testimony to the question under discussion.

4.2 Councilors - Council members shall maintain order, good conduct, and decorum during Council meetings, and shall not by conversation or other action, delay or interrupt the proceedings or refuse to obey the orders of the Presiding Officer or Council rules.

4.3 Staff and Public - Staff Members, City employees and all other persons attending Council meetings shall observe the same rules, decorum and good conduct applicable to the members of the Council.

4.4 Removal of Any Person - The Presiding Officer may order the removal of any person making disruptive or threatening remarks or actions during a meeting and may summon the assistance of the police or other administrative staff for that purpose.

SECTION 6- AGENDA AND ORDER OF BUSINESS

6.1 Agenda Preparation - The City Manager, with approval from the Presiding Officer, shall prepare the Agenda for each meeting, specifying the time, place, and purpose of the meeting and listing the subjects anticipated to be considered at the meeting.

~~On the Wednesday preceding the Council meeting, At least four days prior to the meeting, the~~ agenda and packet ~~will be:~~

- ~~• should be delivered to the Council;~~
- ~~• posted on the City's website; and~~
- ~~• delivered to the City Library;~~
- ~~• At least four days prior to the meeting, the agenda should be:~~
- ~~• posted on bulletin boards at City Hall and Library; and~~
- ~~• be distributed to media representatives; and~~
- ~~• distributed to other interested parties upon written request.~~

6.2 Order of Business. The order of business at each Council meeting follows the agenda prepared by the City Manager and the Presiding Officer, and approved by the Council at the beginning of each meeting.

1. Call to Order
2. Roll Call
3. Approval of Agenda
4. Presentations
5. Proclamations
6. Citizen Communications (Public comment on items not on the agenda)
7. Consent Calendar

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- 8. Regular Agenda Items
- 9. New Business & Miscellaneous
- 10. Comments from the Council
- 11. Comments from the City Manager
- 12. Adjournment

6.3 Placing items on the agenda. Any Councilor or the City Manager may place an item on the agenda. Any resident of the city may, through the representing Councilor or City Manager, place an item on the agenda. Items of concern may always be brought to the Council's attention during the New Business section at the end of every regular meeting, from the floor, from the Council or from the City Manager. The Mayor, a Councilor or the City Manager may bring items to the Council under New Business but, except in emergency, formal action will be deferred until a subsequent meeting. A person placing an item on the agenda and subsequently unable to attend that meeting, may request that the item be postponed to another meeting.

6.42 Changing Order of Business - At any meeting of the Council, upon consensus of the majority of the Council members present, the order of the business may be changed or any part thereof suspended or items added for such meeting upon consensus of the majority of the Council members present.

6.5 Expressing and Recording Dissents or Protests. Any member of the Council has the right to express dissent from or to protest any action of the Council immediately following the vote on the action, and to have the reason entered in the minutes. Thereafter, the issue will be considered closed unless placed again on the agenda according to proper parliamentary rules.

6.6 Reconsideration of Actions Taken. Any member who voted with the majority may move for reconsideration of an action at the same or the subsequent regular meeting only.

SECTION 7- PUBLIC TESTIMONY

7.1 Public Comment Generally - Any member of the general public wishing to address the Council on an issue not on the agenda may do so at the time set aside for Citizen Communications during each regular session of the Council. Any member so addressing the Council shall be limited to a period of three (3) minutes, unless additional time is granted by the Presiding Officer. Members of the general public wishing to address the Council on an issue not on the agenda may do so at the time set aside for Citizen Communications during each regular session of the Council. All remarks and questions are addressed to the president officer and not to any individual Council member, staff member or other person. Members of the public are allowed to speak only once upon any one subject until every other public

member choosing to speak on that subject has spoken. In any hearing other than quasi-judicial, any Council may obtain the floor and ask the chair to recognize a specific member of the audience for a comment or question. This does NOT reopen public input. The Presiding Officer may elect to ask if a majority of the Council approve additional input.

7.2 Public Comment Concerning Agenda Items - ~~With leave of the chair,~~ Members of the general public wishing to address the Council on an agenda item will be allowed to do so, after any presentation by staff and prior to a decision by the Council.

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7.3 Time Limitations:

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a. for General Public Comment:-- Public members addressing the Council shall be limited to a period of no more than five (5) minutes, unless additional time is granted by the Presiding Officer. -The time limit policy may be waived at the discretion of the Presiding Officer, with consensus from the Council.

b. for Presentations: Presentations will be limited to a period of no more than ten (10) minutes, unless additional time is granted by the Presiding officer. The time limit policy may be waived at the discretion of the President Officer, with consensus from the Council.

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SECTION 8 - PUBLIC HEARINGS, CONFLICT OF INTEREST OR OTHER DISQUALIFICATIONS

8.1 Public Hearings - Public Hearings shall be held on matters required by State law or City policy. Quasi-judicial hearing procedures shall be conducted in accordance with Oregon law and the Astoria Development Code. At the beginning of each hearing the Presiding Officer shall announce the purpose and type of hearing and summarize guidelines for the conduct of the hearing.

8.2 Call for Abstentions - Prior to any public hearing, tThe Presiding Officer shall call for abstentions from the Council. No Council member shall participate in discussion or vote on a matter in which the Council_member has a direct personal or pecuniary interest.

8.3 Objections to Jurisdiction - The Presiding Officer shall inquire if there are objections to the jurisdiction of the Council to hear the matter, and if such objections are received, conduct further inquiry if necessary to determine the question. The Presiding Officer shall terminate the hearing if the inquiry results in substantial evidence the Council lacks jurisdiction or the procedural requirements are not met.

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8.4 Ex-Parte Contact/Conflict of Interest/Prehearing Bias A Councilor's qualifications may be challenged for bias, pre-judgment, personal interest or other reasons. The chanllenge may prevail if it shows a Council cannot be impartial. The State Code of Ethics stipulates that a Councilor shall not participate in the discussion or vote when any of the following conditions exist:

- a. family financial interest;
- b. ownership of property within noticed area;
- c. direct private interest;
- d. other valid reasons showing that a Councilor cannot be impartial.

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—Prior to opening any quasi-judicial hearing the Presiding Officer:

- Shall inquire if there are objections to the jurisdiction of the Council to hear the matter, and if such objections are received, conduct further inquiry if necessary to determine the question. The Presiding Officer shall terminate the hearing if the inquiry results in substantial evidence the Council lacks jurisdiction or other procedural requirements are not met;
- Shall ask if any member of the Council has had ex parte contacts or has matters of bias. If a Councilmember discloses an ex-parte contact, the Councilmember shall disclose the nature of the contact and information obtained.

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- shall ask if any ex-parte contacts or matters of bias. If a Councilmember discloses an ex-parte contact, the Councilmember shall disclose the nature of the contact and information obtained. If a Council member discloses a prehearing bias, the Council member shall not participate in discussion or vote on the matter. The Council member will be counted however for the purpose of establishing a quorum.

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If a Council member's participation is challenged, the Council member may participate and may make statement in response to the challenge. Such challenge must be made prior to the commencement of the Public Hearing and shall be incorporated into the record of the hearing. If a Council member is biased or has otherwise prejudged the matter, the Council member shall not participate in discussion or vote. However, the Council member will be counted however for the purpose of establishing a quorum.

If a Council member's participation is challenged, the Council member may participate and may make a statement in response to the challenge. Such challenge may be made by an applicant, an opponent or by another member of the Council but must be made prior to the commencement of the Public Hearing and shall be incorporated into the record of the hearing.

For quasi-judicial hearings, a Council who was absent during presentation of evidence cannot participate in any deliberations or decision regarding the matter unless the Councilor has reviewed all the evidence and testimony received.

~~**8.5 Objections to Jurisdiction** — The Presiding Officer shall inquire if there are objections to the jurisdiction of the Council to hear the matter, and if such~~

objections are received, conduct further inquiry if necessary to determine the question. The Presiding Officer shall terminate the hearing if the inquiry results in substantial evidence the Council lacks jurisdiction or the procedural requirements are not met.

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SECTION 9 - RECORD OF MEETINGS

9.1 Council Record of Meetings - Pursuant to City Charter, Section 4.3, An accurate record of Council proceedings shall be kept.

9.2 Responsibility - The City Manager is responsible to ensure that accurate minutes are prepared and furnished to all City Council Members for review and approval.

9.3 Content of Minutes - Minutes of meetings of the City Council shall comply with the provisions of ORS 192.650 and contain the following:

- a) Names of all Council members present or absent and City staff present;
- b) Name and address, if provided, of all persons testifying;
- c) All motions, proposals, ordinances, resolutions, orders and their disposition;
- d) Results of all votes and the vote of each Councilmember by name;
- e) Substance of any discussion on any matter;
- f) Reflect the matters discussed and views of the participants;
- g) Reference any document or exhibits discussed at the meeting.

9.4 Preparation of Minutes and Retention of Audio - Official proceedings of the City Council shall be audio recorded and be maintained in accordance with the Oregon Archives Law (pursuant to OAR 166).

9.5 Executive Session Minutes - Minutes of executive sessions shall be kept in accordance with ORS 192.650(2). No transcription of executive session minutes will be made unless requested by a Council member or otherwise required by State law.

SECTION 10 - PROCLAMATIONS

10.1 Request for Proclamations - Organizations, citizens, or Council members may request proclamations to recognize the efforts of community groups and individuals. Upon receipt, the City Manager will notify the Mayor, Upon and the approval of the Mayor, the City Manager shall prepare the proclamation.

10.2 Reading of Proclamations - At the discretion of the Mayor, a proclamation shall be read at the Council meeting and presented or mailed to the requesting organization or group.

SECTION 10-CREATION OF CITIZEN ADVISORY BOARDS, COMMISSIONS, AND COMMITTEES, AND OTHER COUNCIL AD-HOC

COMMITTEES

10.1 Committee Formation - The Council may establish any Commission, Committee, or Task Force and assign its function and responsibilities. The Mayor, shall appoint members of all Committees established by the Council. *Charter of the City of Astoria*, §5.1.

SECTION 11- ELECTRONIC COMMUNICATIONS

11.1 Communications - Councilmembers should observe the following guidelines when using electronic methods in corresponding in their elected roles:

- a) Council members should use city e-mail addresses for all communications dealing with matter of City concern. Regardless of whether these communications are transmitted on private electronic devices or electronic devices provided by the City, these communications are subject to City record retention policies and to the Oregon Public Records Laws. ~~These communications should be made via City-supplied iPad or other electronic device and are are subject to City record retention policies and to the Oregon Public Records Laws.~~
- b) E-mail may be used for correspondence, to schedule meetings, send informative messages, or request information from other members of the Council, the City Manager, or City Department Directors.
- c) E-Mail ~~may~~ should not be used to discuss policy issues with a quorum of the Council at one time or a quorum of a standing advisory body in any manner which would be in violation of the Oregon Public Meetings Law.

SECTION 12- CITY COUNCIL TRAINING AND STIPENDS

12.1 Council Training - All Council members may attend training seminars or conferences related to their service as members of the Council.

12.2 Reimbursement Allowance - Council ~~members~~ members shall be entitled to reimbursement of any expenses for registration, travel, meals and overnight accommodations incurred in attending in-state training and conferences. Requests for reimbursement shall be submitted to the City Manager, or designee, who will make necessary arrangements on behalf of the requester.

12.3 Council Training Budget - The Budget Committee shall set the Council Training Budget annually at the recommendation of the City Manager.