
AGENDA

ASTORIA CITY COUNCIL MEETING

March 24, 2014

7:00p.m.

2nd Floor Council Chambers

1095 Duane Street

Astoria OR 97103

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **REPORTS OF COUNCILORS**

4. **CHANGES TO AGENDA**

5. **PROCLAMATIONS/PRESENTATIONS**

- (a) Sexual Assault Awareness Month as Requested by The Harbor
- (b) Child Abuse Prevention Month
- (c) Household Hazardous Waste Facility

6. **CONSENT CALENDAR**

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

- (a) City Council Minutes of 2/18/14
- (b) City Council Minutes of 3/3/14
- (c) Boards and Commissions Minutes
 - (1) Historic Landmarks Commission Meeting of 2/18/14
 - (2) Library Board Meeting of 2/25/14
- (d) Implementation of Cloud Hosting Service for Library Operating System (Library)
- (e) Contract for Tow Services (Police)
- (f) Authorize Solid Waste Engineering Consultant Services – Astoria Landfill (Public Works)

7. **REGULAR AGENDA ITEMS**

- (a) Public Hearing for Sale of City Property Located at 2800 Block of Grand Avenue (Public Works)
- (b) Resolution Implementing Building Codes Permit Fee Schedule (Community Development)
- (c) Energy Trust of Oregon Incentive Grant for the Bear Creek Hydroelectric Project (Public Works)
- (d) 16th Street CSO Separation – Approve Resolution, IFA Funding Contract, and Solicitation for Design Qualifications (Public Works)
- (e) Wastewater Treatment Plant Effluent Treatment Upgrades – Pay Adjustment (Public Works)
- (f) 11th Street CSO Separation Project – Pay Adjustment No. 6 (Public Works)
- (g) Authorize Slope Easement for Tax Lot 200, Map T8N-R9W Section 17DD – Astoria Landfill Closure/Sports Complex Project (Public Works)

- (h) Authorize Clatsop County Household Hazardous Waste Facility Lease Agreement (Public Works)
- (i) Authorize Transfer of County Owned Property at the Astoria Landfill Site to the City of Astoria (Public Works)
- (j) Authorization to Purchase One Cube Van for the Parks and Recreation Department (Parks)

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

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



CITY OF ASTORIA

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March 21, 2014

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER PRO TEM

SUBJECT: ASTORIA CITY COUNCIL MEETING OF TUESDAY, MARCH 24, 2014

PROCLAMATIONS/PRESENTATIONS

Item 5(a): Sexual Assault Awareness Month as Requested by The Harbor

The Mayor will proclaim April 2014 as Sexual Assault Awareness Month.

Item 5(b): Child Abuse Prevention Month

The Mayor will proclaim April 2014 as Child Abuse Prevention Month.

Item 5(c): Household Hazardous Waste Facility

A presentation will be made by Maureen Taylor of the Clatsop County Health Department regarding the Household Hazardous Waste Program.

CONSENT CALENDAR

Item 6(a): City Council Minutes of 2/18/14

The minutes of the City Council meeting of February 18, 2014 are enclosed for review. Unless there are any corrections, it is recommended that Council approve these minutes.

Item 6(b): City Council Minutes of 3/3/14

The minutes of the City Council meeting of March 3, 2014 are enclosed for review. Unless there are any corrections, it is recommended that Council approve these minutes.

Item 6(c): Boards and Commissions Minutes

Enclosed are the minutes of the (1) Historic Landmarks Commission meeting of 2/18/14, and (2) Library Board meeting of 2/25/14. Unless there are any questions or comments regarding the contents of these minutes, they are presented for information only.

Item 6(d): Implementation of Cloud Hosting Service for Library Operating System (Library)

The Astoria Public Library's Integrated Library System (ILS) provides cataloging, circulation, searching, and reporting functions and is essential to Library operations. Since January 7, 2005, the Astoria Public Library has contracted with The Library Corporation (TLC), to provide the ILS software necessary to the daily operation of the Astoria library. Astoria's servers are due for replacement in FY2014-15. Since the Library's servers are near the end of their life, staff reviewed purchasing new servers or implementing cloud hosting. Staff worked with iFocus Consulting, Inc. and technology consultant Lucien Kress to analyze the effectiveness of implementing cloud hosting versus purchasing local servers. It was agreed that the cloud hosting option is the most effective service model from a cost-benefit standpoint. It is recommended that Council authorize implementation of cloud hosting with The Library Corporation.

Item 6(e): Contract for Tow Services (Police)

The Police Department's Tow Services Contract with Classic Towing has expired. Staff issued a request for proposals to five local tow companies and only Classic Towing submitted a proposal. The proposal is an increase in pricing from the contract negotiated in 2010.: Fees proposed for the new contract are included in the Council memorandum for this item. It is recommended that Council approve the three-year Tow Service Agreement with Classic Towing.

Item 6(f): Authorize Solid Waste Engineering Consultant Services – Astoria Landfill (Public Works)

At the direction of the Oregon Department of Environmental Quality (DEQ), the City is in the process of closing the landfill at 1800 Williamsport Road according to the City's recently approved Landfill Closure Plan. Under the framework of the previously approved Four Party Agreement, staff is working on multiple aspects of the project including assisting the development of the new Sports Complex. In October 2012, Council authorized a contract with Maul Foster Alongi (MFA) for engineering services for the landfill closure. During the development of this work, the DEQ has identified additional tasks that need to take place as a part of the Post-Closure of the Landfill. A new scope of work, which has been reviewed by the DEQ, has been prepared by MFA at a cost of \$33,850.00: Funds for this works are available in the Landfill Reserve Fund

which was established to support closure activities. It is recommended that Council execute a contract with Maul Foster Alongi for a total not to exceed the amount of \$33,850.00 for solid waste engineering services for the Landfill Closure Project.

REGULAR AGENDA ITEMS

Item 7(a): Public Hearing for Sale of City Property Located at 2800 Block of Grand Avenue (Public Works)

An offer to purchase a portion of excess City property has been received from Herb Mindt and Bill Jablonski. The lot is located in the 2800 block of Grand Avenue. Mr. Mindt and Mr. Jablonski are adjacent property owners whose property is located at 741 29th Street. The original asking price was \$20,000. After discussions with the applicants, staff recommends a selling price of \$15,000 for this parcel. At their March 4, 2014 meeting, the City Council acted to schedule a public hearing on the proposed sale for the March 24, 2014 Council meeting. It is recommended that the City Council conduct the public hearing, after which the Council may accept, reject or modify the proposal.

Item 7(b): Resolution Implementing Building Codes Fee Schedule (Community Development)

Since 1994 the City has assumed administration and enforcement of the Building Inspection Program for Astoria, excluding the Electrical Program. The City has had a full time Building Official/Inspector since 2011. Since 1994, the City has increased building permit fees only once in 2004 and an amendment to those fees in 2005 to bring the City fees into alignment with the State fee system. Clatsop County, the City of Seaside, and the City of Warrenton currently have adopted fees that are higher than the current permit fee levels at the City. The proposed fee increase for Astoria would more closely match the local fee schedules of nearby municipalities.

Program income for FY2011-12 was \$155,775 with program expenses of \$181,001 leaving an income deficit of \$25,226. As a comparison, program income for FY2012-13 was \$110,175 with program expenses of \$176,828 for an income deficit of \$66,653. During the FY2013-14 budget process, staff analyzed this trend and determined the Building Permit Reserve Fund could be deleted within a couple years without any changes, assuming building permit levels did not increase significantly.

During the FY2013-14 budget cycle, then City Manager Paul Benoit explained that staff would be reviewing the building permit fee schedule and may propose increases in the future. Staff subsequently reviewed Astoria's fees and developed a proposed schedule that would place Astoria's fees in the line with other Clatsop County jurisdictions. It is recommended that Council adopt the attached Fee Resolution with an enacting date of May 1, 2014.

Item 7(c): Energy Trust of Oregon Incentive Grant for the Bear Creek Hydroelectric Project (Public Works)

In 2007 the City completed a feasibility study of the potential for wind and hydroelectric power in the Bear Creek watershed. The most promising project was identified as the installation of a small hydro turbine on the main waterline coming from the treatment plant. To date, the City has been awarded two grants: \$87,600 from Business Oregon Infrastructure Finance Authority, and \$167,000 from Pacific Power Blue Sky Fund. Energy Trust of Oregon (ETO) is offering a grant of \$143,000 for the project, which would bring the total grant funding to \$397,600. Once the ETO agreement is approved, staff and the engineering firm will finalize bid documents, with the goal of publishing the bids in April or May of 2014, with construction beginning in the summer, with completion in September or October. It is recommended that the City Council approve the agreement with Energy Trust of Oregon.

Item 7(d): 16th Street CSO Separation – Approve Resolution, IFA Funding Contract, and Solicitation for Design Qualifications (Public Works)

In August 2013, a Combined Sewer Overflow (CSO) program status presentation was given to Council and included a general description of the next major CSO project that was beginning to take shape. Since that time the scope of the project has been refined, a planning level cost estimate developed and funding sources evaluated and selected. The upcoming project, called the 16th Street CSO Separation Project, generally includes the area of 14th to 18th Streets from Duane to Lexington (see attached project map). City staff is preparing the Request for Qualifications package for the engineering design of this project with the advertisement expected to begin in early April. Construction of this project is anticipated to begin in spring 2015 and continue through the end of the year. There will be close coordination between construction of this project and the timing of the Irving Avenue Bridge Replacement Project to avoid disruption to traffic on 16th Street during the closure of Irving Avenue

The 16th Street CSO Separation Project consists of installing approximately 8,100 feet of new stormwater pipe in established City right-of-way. The preliminary cost estimate for the design, construction management, and construction of this project is estimated at \$5,683,000. The Oregon Infrastructure Finance Authority (IFA) has offered the City a 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. A portion of the CSO Surcharge fee will be utilized to repay the project loan. It is recommended that Council adopt the resolution that authorizes the IFA Financing Contract in the amount of \$5,683,000 for the 16th Street CSO Separation Project. It is also recommended that Council authorize staff to solicit Request for Qualifications for engineering design of this project.

Item 7(e): Wastewater Treatment Plant Effluent Treatment Upgrades – Pay Adjustment (Public Works)

The Wastewater Treatment Plant (WWTP) Effluent Treatment Upgrades Project includes the following improvements:

- Dechlorination equipment and instrumentation
- Chlorine contact chamber upgrades
- Wastewater effluent flow meter replacement
- Wastewater effluent pH adjustment equipment and instrumentation
- Chlorine feed system upgrades and instrumentation

In November 2012, the construction contract was awarded to R&G Excavating in the amount of \$1,049,000 and construction began in May 2013. Project construction is substantially complete and R&G is currently working on a few remaining final punch list items. Pay Adjustment No. 3 for \$5,106.37 includes several changes that are described in the memo.

This is expected to be the final change order for this project. A 10% construction contingency was budgeted for this project which amounted to \$105,000. Of that contingency, \$48,586.61 was expended or 4.6% of the bid amount. It is recommended that the City Council authorize this Pay Adjustment for the WWTP Effluent Treatment Upgrades project for \$5,106.37. Funds are available for this project through IFA funding.

Item 7(f): 11th Street CSO Separation Project – Pay Adjustment No. 6 (Public Works)

The 11th Street Combined Sewer Overflow (CSO) Separation Project primarily consisted of installing over 10,000 linear feet of new stormwater pipe. In certain instances, existing water and sanitary sewer pipes were replaced where construction of the new storm pipe compromised the integrity of the existing infrastructure. Due to the extent of utility replacement work along 8th Street, the entire roadway from Commercial to Niagara was rebuilt from curb to curb and most of the sidewalk was replaced. Substantial completion of the construction work was achieved by Tapani, Inc., on schedule in December 2013 to meet the DEQ deadline. Since that time, Tapani crews have been working on final punch list items which could continue for the next few months. Pay Adjustment No. 6, for \$64,387.79, includes a variety of changes that are itemized in the memorandum for this item. The three largest line items in this change order are for construction of concrete features. This change order also includes costs due to more CenturyLink conflicts. A claim was submitted to CenturyLink in December and staff has been informed a formal response is forthcoming. It is recommended that the City Council authorize this Pay Adjustment for the 11th Street CSO Separation Project for \$64,387.79. Funds are available for this project through IFA funding.

Item 7(g): Authorize Slope Easement for Tax Lot 200, Map T8N-RW Section 17DD – Astoria Landfill Closure/Sports Complex Project (Public Works)

At the direction of the Oregon Department of Environmental Quality (DEQ), the City is in the process of closing the landfill at 1800 Williamsport Road and assisting in the development of the new Sports Complex. As a condition of the approval of the Sports Complex Project a traffic study was completed. The study recommended that the earthen slope immediately north of the landfill entrance along Williamsport Road be excavated to improve driver sight distance. The majority of the excavation work is located within the Williamsport public right-of-way and on City property with the exception of a small area across from the landfill entrance. The small area is located on private property owned by Mr. Duffy Duncan of 1798 SE Wall Street Astoria. In order to complete the sight distance excavation work an easement is required. Mr. Duncan has agreed to provide this easement. It is recommended that Council authorize an Easement Agreement from Mr. Duffy Duncan to the City of Astoria for the proposed roadway improvements along Williamsport Road.

Item 7(h): Authorize Clatsop County Household Hazardous Waste Facility Lease Agreement (Public Works)

The Clatsop County Board of Commissioners established a Household Hazardous Waste Committee to oversee the Household Hazardous Waste program adopted by the County in 2009. The program, in cooperation with Western Oregon Waste (now Recology), is designed to provide alternative disposal methods for hazardous materials such as paint, motor oil and pesticides. The Committee (made up of the County, cities within the County, Recology and various fire districts) identified a site to potentially locate a Household Hazardous Waste Facility at the former landfill during development of the County Household Hazardous Waste Management Plan. A presentation by Maureen Taylor of the Clatsop County Health Department regarding the Household Hazardous Waste program will be made at the March 24, 2014 Council meeting.

The Clatsop County Health Department has requested that the City provide a lease area at the landfill property for a County Household Hazardous Waste Facility (HHWF). The proposed area is adjacent to the existing Recology lease area on the west side of the access road. The Oregon Department of Environmental Quality has awarded a grant to the County for development of the facility. A Lease Agreement is needed to fulfill the grant requirements. Should the Lease be approved, the County plans to hold collection events eight times per year on Saturdays. Collected materials will be hauled off to a proper disposal area. The attached Lease Agreement has been reviewed and approved as to form by City Attorney, Blair Henningsgaard. It is recommended that City Council authorize the Mayor to sign the Lease Agreement for the Clatsop County Household Hazardous Waste Facility to be located at the former Astoria Landfill property.

Item 7(i): Authorize Transfer of County Owned Property at the Astoria Landfill/ Sports Complex Site to the City of Astoria (Public Works)

During the preliminary development of the Sports Complex Project, the City had requested that Clatsop County transfer ownership of various tax lots located within and adjacent to the former Astoria landfill site to the City. The property was needed to improve the sports complex intersection access and to construct a wetland mitigation site. During the wetlands mitigation permitting process, staff learned of an option referred to as payment-in-lieu that allows a payment to be made rather than establishing a mitigation site. These monies are used to fund a larger mitigation effort in an area with greater overall benefits to the environment. The payment-in-lieu amount of \$21,750 was paid by Columbia Memorial Hospital. The County parcels are no longer needed for the wetland mitigation site; however, as a community partner on the Sports Complex Project, the County has proposed deeding that property over to the City along with the property for intersection improvements. The County has prepared a Quitclaim Deed for the property transfer. The Quitclaim Deed has been reviewed and approved as to form by City Attorney, Blair Henningsgaard. It is recommended that City Council accept ownership of the County property at the Astoria Landfill site , and authorize the Mayor and City Manager Pro Tem to sign the deed once approval has been obtained from County Board of Commissioners.

Item 7(j) Authorization to Purchase One Cube Van for the Parks and Recreation Department

The Parks Department is requesting approval to purchase a cube van to assist in the care and maintenance of the City's Parks and Recreation Facilities. The Parks and Recreation Department does not have a large vehicle fleet which requires the Park Maintenance Division to travel in pairs to accomplish tasks that would be completed more efficiently if the pair was able to travel individually. The addition of a cube van would also provide the Parks Facility Coordinator with transportable storage and would eliminate the need to make trips back and forth to the Parks Department Shops. Three quotes have been received for a used 16 foot, 3500 series, cube van, with 115,000 miles or less, and a 6.0 v8 engine from three dealerships. The quotes are as follows:

| | |
|--|-----------------|
| Penske Truck Leasing Company | \$14,999 |
| Enterprise Truck Company | \$16,000 |
| Don Lee Motors, Inc. | \$16,950 |
| Lum's Auto Center | Declined to bid |
| Ocean Crest Chevrolet Buick GMC Cadillac | Declined to bid |

It is recommended that the City Council approve the purchase of one 16 foot, 3500 series, cube van from Penske Truck Leasing Company in the amount of \$14,999. Funds are available in the Capital Improvement Fund.



PROCLAMATION

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

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

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

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

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

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

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

NOW, THEREFORE, I, Willis L. Van Dusen, Mayor of Astoria, do hereby proclaim April as

SEXUAL ASSAULT AWARENESS MONTH

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

IN WITNESS WHEREOF, I have herewith set my hand and caused the Seal of the City of Astoria to be affixed this 24th day of March, 2014.



Mayor



CITY OF ASTORIA

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PROCLAMATION

WHEREAS, we believe that society has an obligation to protect a child's right to be safe, to be treated with dignity and respect, and to learn and grow in the security of a loving family, free from threats and dangers, including freedom from child abuse and neglect; and

WHEREAS, child abuse prevention succeeds through collaboration among individuals, social service/child-welfare agencies, mental and physical health care providers, schools, churches, law enforcement agencies, and businesses; and

WHEREAS, child-focused prevention and intervention programs offer positive alternatives and outcomes for children and encourage families to develop strong, durable ties to their communities; and

WHEREAS, child abuse affects every member of the community and all citizens need to be more aware of the effects of child abuse, neglect, and prevention in order to encourage and model healthy parenting in healthy communities.

NOW, THEREFORE, I, Willis L. Van Dusen, Mayor of Astoria, do hereby proclaim April, 2014, as:

CHILD ABUSE PREVENTION MONTH

IN WITNESS WHEREOF, I have herewith set my hand and caused the Seal of the City of Astoria to be affixed this 24th day of March, 2014.



Mayor

A future way for Clatsop residents to...



Safely Dispose of Home Hazardous Waste

Many common products used daily in and around our homes contain chemical ingredients that are dangerous or harmful. When these toxic products are not completely used or no longer needed we often end up storing them in our homes, not knowing what to do with them, or tossing them the garbage.

Hazardous home products and materials require special disposal. They should not be thrown in the garbage, dumped down the drain or disposed of on land. Appropriate disposal is critical for our environment and personal safety.

To provide residents a safe and proper choice for home hazardous waste disposal, the Clatsop County Household Hazardous Waste Program started offering annual HHW collection events in 2011. The program's goal is to provide more opportunities for disposal and community education on green, less toxic products, making our homes and community safer for all.

To meet this goal, a permanent building to hold more frequent collection events is being proposed for our community with completion planned for 2015. Location will be next to the Recology Transfer Station on Williamsport Road in Astoria.

***A HHW collection building
will increase opportunities for you
to get rid of home hazardous trash***



Courtesy of Tillamook County a model for Clatsop County

- Open 8 days a year
- Collection by appointment for urgent needs
- Enclosed drive-through building with trained staff
- Provide a location for consumer product exchange
- Licensed waste management company removes most waste the day of collection
- Low hazardous items i.e. batteries, motor fluids, fluorescent tubes may be held short term onsite
- Typical HHW collected: 40% paints, stains, 25% aerosol cans, adhesives/glues, solvents, 20% pesticides and motor fluids
- **Propose building site is next to the Recology Transfer Station**

Home products that need special disposal:

- * bug, pest, weed killers * fertilizers * home cleaners
- * pool/spa chemicals * motor fuels, antifreeze * mercury fluorescent tubes, CFL's * rechargeable, NiCad, lithium batteries
- * art & hobby products * surface coatings, resins, tars
- * auto/marine paints * propane canisters * and more

For more information contact

Clatsop County Household Hazardous Waste Program

820 Exchange Street Suite 100 Astoria 503-325-8500 www.co.clatsop.or.us

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

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

Councilors Excused: None

Staff Present: City Manager Pro Tem Estes, Police Chief Curzon, Parks and Recreation Director Cosby, Finance Director Carlson, Fire Chief Ames, Planner Johnson, 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): Council Discussion of Goal Setting Session

Mayor Van Dusen said City Council met on February 17, 2014 to set goals for the 2014-2015 fiscal year. The new goals will go into effect on July 1, 2014. Albany City Manager Wes Hare facilitated the goal setting session.

City Manager Pro Tem Estes noted that the goals are still in rough draft form but the wording will be finalized prior to being presented to City Council for approval. The new goals are as follows:

- Implement the Library Renovation Plan.
- Involve the community in developing the eastern half of Heritage Square.
- Support community efforts to provide emergency warming shelters.
- Develop plans for pedestrian and traffic safety on Williamsport Road.
- Continue working to complete landscape plans for the Column.
- Continue implementation of the Riverfront Vision Plan.
- Support community efforts to develop a dog park.
- Complete emergency communication system.
- Develop an affordable housing survey, working through community partners.
- Maintain advocacy for the Astoria bypass, for fishery issues, and for business development and expansion through the Astoria Downtown Historic District Association (ADHDA) Business Development Committee, Columbia Pacific Economic Development District (Col-Pac) and Clatsop Economic Development Resources (CEDR).
- Continue enforcement of the derelict building ordinance.
- Support implementation of CHIPS and all volunteer programs.
- Continue efforts to improve pedestrian safety.
- Continue support of diversity through the Clatsop County Historical Society, Astoria-Warrenton Chamber of Commerce, and Lower Columbia Diversity Project.
- Ensure maintenance plans are developed for all City projects.
- Increase Staff and Council availability to the community through open house meetings (exact language is yet to be determined).

Mayor Van Dusen said the goals would be made available to the public for feedback. It usually takes about two months before City Council adopts the goals.

Councilor Warr noted some of the goals have been carried forward from the last year. Several of the new goals have a great deal of merit and he is very supportive of them.

Councilor Mellin liked the process of setting goals. Mr. Hare sent the Councilors a survey prior to the work session and each Councilor created their own list of goals, which were displayed and discussed at the work session.

Mayor Van Dusen believed completing and implementing the Library Renovation Plan was important. He noted the goal of selling excess City property has been removed. The City will continue to negotiate with those who have already made offers, but all other properties will be removed from the list of properties to be sold.

Councilor Herzig said the work session was very interesting, as City Council decided on a number of actions that were not goals. For example, budget report will be prepared for the citizens to monitor the Water Utility Assistance Program. The City will move forward with other actions that Council did not consider long-range goals, and he suggested these actions be included in the report.

Councilor LaMear said the work session was very open. The community has indicated the desire for more open discussions. City Council would also like more open discussion and brain storming sessions. The Councilors had a good time discussing issues and working towards the best conclusions for the citizens of Astoria. The facilitator was wonderful, as he did not impose his ideas. However, as the City Manager of Albany, Mr. Hare was able to share what was happening in Albany. It was nice to hear what was going on in another community. She believed the goal setting session was excellent.

Mayor Van Dusen noted that Mr. Hare is an expert at facilitating goal setting, yet Albany does not set goals. He believes goal setting was important because it allows all of the Councilors to share their thoughts and ideas and get them out to the community.

Item 3(b): Individual Councilor Reports

Councilor Herzig reported that he toured the Ocean View Cemetery with Director Cosby and Maintenance Supervisor Elkins. He learned that the cemetery was built on a sand dune, which creates difficult water issues. Drilling a well should be a good solution. The cemetery is much bigger and more extensive than he originally thought. Xeriscaping would not work and would cause maintenance issues. The cemetery, which is in Warrenton, is difficult to find. However, it is worth the trip because it is a beautiful location. Maintenance does a great job considering the staggering issues at the cemetery.

Councilor Mellin reported that she has served on the Tobacco Free Coalition of Clatsop County for three years. The coalition is currently advocating for smoke-free parks through policy changes. People leave cigarettes all over and e-cigarettes are being sold to young people. The coalition would like more people decide not to smoke. The e-cigarettes are not healthy, but there is a lot of advertising for them and they come in many nice flavors. Smoking also affects health insurance. She reported that she attended the opening of the Garden of Surging Waves with Councilor LaMear and Cliff on Friday, February 14, 2014. Walking into the Garden was an intensely emotional experience. She had not realized how intrusive the fence had been until it was taken down. She returned to the Garden on Sunday, February 16, 2014 when the weather was sunny and many people told her they had not realized the fence had been taken down. She reported that earlier in the day, she and Councilor LaMear had lunch with the Lions Club at the Elks Lodge. Lions Club member Dr. Scovins had just returned from volunteering in El Salvador, where he performed eye surgeries and examined thousands of patients. This made her think about how important volunteerism is. The Lions Club in Astoria is the first Lions Club to collect newspapers as a source of income. The club will also collect eyeglasses with lenses and takes them to places like El Salvador. She reported that the Parks Board would meet on Wednesday, February 26, 2014 at 6:45 a.m. at the Recreation Center.

Mayor Van Dusen recognized the following volunteers: David Oser, Astoria Library Board; ADHDA; Sean Fitzpatrick, Astoria Planning Commission; and Derith Andrews, Design Review Committee. He reported that the Garden of Surging Waves is open. He noted that the Vactor truck, a powerful multi-purpose truck, is in Astoria. He explained some of the tasks performed by the truck, adding that it cost about \$400,000.

CHANGES TO AGENDA: No changes.

PRESENTATIONS:

Item 5(a): Swearing In of New Police Officer Jair Macareno

Mayor Van Dusen stated that Mr. Macareno graduated from Astoria High School, where he was an All-American soccer player. He attended and played soccer at Chemeketa Community College. Mr. Macareno will earn his

degree online. He added that Mr. Macareno has worked at Van Dusen Beverages for six years. He is a fine young man who has become close with the Astoria Police Department and loves the community.

Chief Curzon said Mr. Macareno would be attending the police academy in March or April 2014. Until then, he continues to work at the police station and go on ride-alongs to prepare for the academy.

Mayor Van Dusen conducted the swearing in of Mr. Macareno.

Officer Nicky Riley introduced Sergeant Brian Aydt, Officer AJ Duryea, and Officer Ken Hansen.

Officer Macareno thanked his fiancé for her support and encouragement, his parents and family for their love and support, and Chief Curzon and the Astoria Police Department for allowing him to serve.

CONSENT CALENDAR:

The following items were presented on the Consent Calendar:

- 6(a) City Council Minutes of 1/21/14
- 6(b) City Council Minutes of 2/3/14**
- 6(c) Renewal of Intergovernmental Agreement for State HazMat Team (Fire)
- 6(d) Acceptance of Kinsman Foundation Grant for Restoration of City Hall 1st Floor and Duane Street Entry Doorway (Community Development)
- 6(e) Resolution Designating Signators for the City of Astoria (Finance)

Councilor Herzig requested Item 6(b): City Council Minutes of 2/3/14 be removed for further discussion.

City Council Action: Motion made by Councilor Warr, seconded by Councilor Mellin, to approve Items 5(a), (c), (d), and (e) of the Consent Calendar. Motion carried unanimously. Ayes: Councilors LaMear, Warr, Herzig, Mellin and Mayor Van Dusen; Nays: None.

Item 6(b): City Council Minutes of 2/3/14

Councilor Herzig noted the following two corrections:

- Page 9 of the minutes (Page 29 of the meeting packet) should read "Doris Queener, 4940 Cedar Street, Apt. 2A, Astoria, said she spoke at the last City Council meeting about the process of selling excess city properties. She distributed copies of a 19-page **19 copies of a single-page** petition to the Council, which she read into the record." He noted Ms. Queener was frustrated because she had read the entire petition and it was not included in the record.
- Page 12 (Page 32 of the meeting packet): Carol Lumen should read Carol Newman.

City Manager Pro Tem Estes stated the petition, as it was read, would be added to the minutes and the name would be corrected. The updated minutes would be presented at the next City Council meeting.

Mayor Van Dusen noted that Community Development Director Brett Estes was unanimously appointed City Manager Pro Tem at the City Council meeting on February 3, 2014.

REGULAR AGENDA ITEMS

Item 7(a): Resolution to Place Lien on Flavel Properties for Outstanding Fees (Community Development)

The Flavel properties, located at 627 15th Street, 905 to 943 Commercial Street, and 904 to 936 Commercial Street, have been the subject of numerous Code enforcement actions since adoption of the Property Maintenance Code (Derelict Building Ordinance). All three properties were the subject of numerous citations, which were presented to the Municipal Court on December 16, 2013 with resulting fines for a total amount of \$1,405,500. The City Attorney has filed a Lien on all three properties for these citations. All properties have been vacant for many years and are in violation of the "long term vacant building" ordinance and are subject to yearly Vacant Building fees that are augmented by the "chronic nuisance" provision of the ordinance which doubles some of those fees. The fees for each building are as follows: 627 15th Street - \$3,100; 904- 936

Commercial Street - \$16,400; 905-943 Commercial Street - \$16,400. The vacant building charges on these three properties have not been paid. The Derelict Building Ordinance addresses the process and procedure for enforcement, abatement, and collection of fines/fees. In accordance with City Code Section 5.726(A)1, the City may record a lien on the property. It is recommended that the City Council adopt the attached Resolutions, by three separate motions, to authorize the City Attorney to file a lien as follows: 627 15th Street in the amount of \$3,100; 904-936 Commercial in the amount of \$16,400; and 905-943 Commercial in the amount of \$16,400.

City Attorney Henningsgaard said these liens would be in addition to previously filed liens, including a lien of \$1.4 million. The City has been placing liens on the Flavel properties since 1983 and at some point the City must consider enforcement of the liens through a Sheriff's sale. The City has communicated with Ms. Flavel's attorney, who indicated that she would like to resolve the issues. No timeline for a resolution was given.

Councilor Herzig asked why more liens were being filed, whether it was to push the situation closer to a tipping point, or because it was required by ordinance. City Manager Pro Tem Estes responded the action follows the City's current process. Council was also presented a resolution last year, providing consistency in enforcement with regards to establishing additional liens as they aggregate.

City Council Action: Motion made by Councilor LaMear, seconded by Councilor Warr to adopt the resolution to authorize the City Attorney to file a lien on 627 15th Street in the amount of \$3,100. Motion carried unanimously. Ayes: Councilors LaMear, Warr, Herzig, Mellin and Mayor Van Dusen; Nays: None.

City Council Action: Motion made by Councilor Warr, seconded by Councilor LaMear to adopt the resolution to authorize the City Attorney to file a lien on 904-936 Commercial in the amount of \$16,400. Motion carried unanimously. Ayes: Councilors LaMear, Warr, Herzig, Mellin and Mayor Van Dusen; Nays: None.

City Council Action: Motion made by Councilor Mellin, seconded by Councilor Warr to adopt the resolution to authorize the City Attorney to file a lien on 905-943 Commercial in the amount of \$16,400. Motion carried unanimously. Ayes: Councilors LaMear, Warr, Herzig, Mellin and Mayor Van Dusen; Nays: None.

Item 7(b): Request for Direction Regarding Lighting Color Changes to the Astoria Column (Parks)

In partnership with Columbia Memorial Hospital and the Friends of the Astoria Column the Astor Column lighting was changed to a pink hue for the month of October, 2013 in recognition of Breast Cancer Awareness Month. The Parks and Recreation Department staff has received a request to change the Astor Column lighting to a teal hue for the Month of April in recognition of Sexual Assault Awareness Month and would like direction from City Council on how to proceed with this request as well as, future Astor Column lighting change requests.

Mayor Van Dusen noted that while the Staff report refers to the Column as the Astor Column, the proper name is the Astoria Column. After some confusion in the community about the proper name, historical research revealed that the Column was officially named the Astoria Column.

City Manager Pro Tem Estes noted the Agenda Packet included a list of the lighting colors that relate to various efforts.

Councilor Herzig said he invited Nicole Bateman of the Women's Resource Center to give some information on sexual assault awareness and previous partnerships between the City and the Women's Resource Center.

Nicole Bateman, 3535 Harrison, Astoria, Intimate Partner Violence (IPV) teen specialist and domestic and sexual assault response team (DSART) coordinator, The Harbor, formerly known as the Clatsop County Women's Resource Center, said that one in four women will be sexually assaulted. April is Sexual Assault Awareness Month and The Harbor would appreciate the City's help with bringing awareness to the community. The Harbor and the LCDP thanked the City for their past and future partnerships.

Mayor Van Dusen suggested Council discuss a policy for future lighting color changes at the Column, as there are a number of good projects that may arise.

Councilor LaMear said she supported efforts against domestic and sexual violence, but there are about 100 different organizations that have some kind of color to represent awareness of various issues, some of which are

controversial. She anticipated future issues with some of the organizations requesting lighting color changes and she was opposed to the policy.

Mayor Van Dusen suggested City Council approve two lighting color changes at the Column two times each year. This would allow citizen representatives to vote on the issue. He believes changing the lights at the Column worked well for Breast Cancer Awareness, but changing the color every month would make the Column look like a carnival.

Councilor Warr agreed that two colors per year would be good, but Council should also stipulate that the Column would never be lit for a political position.

Mayor Van Dusen agreed, but did not believe Council should set a policy that future City Councils would have to follow. There are laws regarding the separation of religion and state and other issues, so City Council should keep the policy simple, to allow two color changes a year for two separate causes upon approval of City Council. Councilor Warr agreed.

Councilor Mellin was concerned about the number of light bulbs that would need to be purchased and the amount of time spent changing the light bulbs.

Director Cosby explained that in October 2013, when the Column was lit pink, frames covered in pink plastic were made to fit over the light bulbs. The plastic would need to be replaced, not the light bulbs. Columbia Memorial Hospital, who sponsored the event, paid for the plastic sheeting and Staff time to build the frames. Since the frames are already in place, it would only take an hour or two of Staff time to change the plastic. The large roll of plastic sheeting cost about \$100.

Councilor Mellin thanked Ms. Bateman for her work at The Harbor. She recalled her time as the Director at The Harbor, which was called the Women's Crisis Service at the time. The progress and growth over the years, and the support from the community, is incredible. The City of Astoria always gave generously to the organization. Mayor Van Dusen said Councilor Mellin did an excellent job as Director and the community is very appreciative of the hard work she put in over all those years. Councilor Mellin added that the City supported Sexual Assault Awareness Month in 2013. Information on the campaign has been published in the newspaper.

City Council Action: Motion made by Councilor Mellin, seconded by Councilor Herzig, to adopt a policy to allow the Astoria Column to be colored up to two times each year in support of causes, upon approval of the cause by City Council. Motion carried unanimously. Ayes: Councilors LaMear, Warr, Herzig, Mellin and Mayor Van Dusen; Nays: None.

City Council Action: Motion made by Councilor Herzig, seconded by Councilor Mellin, to approve the lighting of the Column in April 2014 to teal in support of Sexual Assault Awareness Month. Motion carried unanimously. Ayes: Councilors LaMear, Warr, Herzig, Mellin and Mayor Van Dusen; Nays: None.

Item 7(c): Schedule Public Hearing for Property Sale – 4908 Block of Birch (Public Works)

Area Properties received an offer from Mike and Judith Cahill, 4908 Cedar Street to purchase a portion of City property adjacent to their property. The property is described as T8N R9W Section 10 AB, Tax Lot 3200, Lot 1, Block 18, Alderbrook. This offer was brought before the City Council on October 21, 2013. At that time, Council did not approve the sale. At the February 3, 2014 City Council meeting, Mr. Cahill spoke to Council regarding his desire to purchase the property, and Councilor LaMear subsequently requested that this item be brought back to Council so that a public hearing could be scheduled. It is recommended that the City Council schedule a public hearing for March 3, 2014 to take public comment on the potential property sale and approve or deny the sale of said property.

City Manager Pro Tem Estes stated this offer was brought before City Council on January 6, 2014 and a public hearing was set. The hearing was held on January 21, 2014 and Council did not approve the sale at that time. He noted that while Staff recommended that Council schedule a public hearing, Counsel Henningsgaard had further comments.

City Attorney Henningsgaard noted at the February 3, 2014 City Council meeting, he had answered one of Mr. Cantor's questions poorly. He corrected that the City's agreement with Area Properties is a contract for personal

services that was executed in August 2013. This agreement, which he approved, provides for a 6 percent commission on the sale of proceeds. No payment occurs until after the sale. He apologized for not having the correct answer at the previous meeting. He noted the public hearing for the sale of this property was conducted on January 21, 2014, so there is no need to conduct a second public hearing. City Council has the authority to schedule a second public hearing or reconsider its previous decision at any time. He asked City Council to reconsider its original vote and refrain from holding another public hearing.

City Council Action: Motion made by Councilor LaMear to reconsider City Council action taken on January 21, 2014 on the potential property sale of 4900 Block of Birch and approve or deny the sale of said property.

City Attorney Henningsgaard noted that the Staff report indicates the offer was brought before City Council on October 21, 2013, which is a typographical error.

Mayor Van Dusen noted that Councilor LaMear originally voted against the sale of the property and asked if she would be afforded different rights with regards to this issue. City Attorney Henningsgaard responded the City of Astoria has never adopted formal rules or procedures for these situations. Strictly following Robert's Rules of Order allows a Councilor on the losing side to make a motion to reconsider.

Motion died due to lack of a second.

City Council Action: Motion made by Councilor Warr to reconsider City Council action taken on January 21, 2014 on the potential property sale of 4900 Block of Birch and approve or deny the sale of said property.

Mayor Van Dusen suggested another public hearing be conducted. He recalled that everyone who testified at the public hearing was opposed to the sale and many of those people are in the audience expecting to hear the outcome of this issue. He voted against the sale, but Mr. Cahill has made comments that have led Mayor Van Dusen to want to reconsider his vote. Mr. Cahill's comments were not made during the public hearing and Mayor Van Dusen would like his comments included in a public hearing.

Councilor Herzig believed overturning a vote without another public hearing would be setting a dangerous precedent. He was only in favor of voting on this issue if another public hearing was held.

Councilor LaMear said she was fine with conducting a public hearing.

Motion died due to lack of a second.

City Council Action: Motion made by Councilor Warr, seconded by Councilor Mellin to reconsider City Council action taken on January 21, 2014 on the potential property sale of 4900 Block of Birch and schedule a public hearing on March 3, 2014 to approve or deny the sale of said property.

Councilor Herzig said he assumed Mr. Cahill was notified about the first public hearing, but he did not appear to testify. He asked if Mr. Cahill filed an appeal. He supported the public hearing, but was concerned about setting a precedent that one public hearing is inadequate if someone is unhappy with the result. City Manager Pro Tem Estes confirmed that no appeal had been filed. City Attorney Henningsgaard added that there is no right to appeal a City Council decision to sell or not sell City property unless there is a constitutional issue or a violation of statutes. Councilor Herzig was concerned because this second public hearing is being extended as a courtesy to a citizen who expressed concerns. A number of other citizens have expressed concerns about other issues. Conducting a second public hearing in this manner sets a precedent.

Mayor Van Dusen reminded that a majority of the elected officials want to revisit this issue. City Council should not be afraid of setting a precedent to revisit any issue, as City Council does make mistakes. Councilor Herzig agreed, but wanted to make it clear that City Council would be setting precedent. Mayor Van Dusen disagreed, noting that this has been done before so the precedent has already been set.

Motion carried unanimously. Ayes: Councilors LaMear, Warr, Herzig, Mellin and Mayor Van Dusen; Nays: None.

Item 7(d): Authorization to Award – Williamsport Road and Highway 202 Water Main Project (Public Works)

On October 8, 2013, Council authorized staff to solicit quotes for the Williamsport and Highway 202 Water Main Project. The project will include installation of 600 feet of eight-inch PVC water line, two new fire hydrants, and other associated water appurtenances. Prior to construction, the Public Works Department will install a temporary two inch above ground water line to serve the area. The following competitive quotes were received:

| Contractor | Total Bid |
|-------------------------------------|---------------------|
| Bob McEwan Construction Inc. | \$ 88,995.00 |
| Big River Construction Inc. | \$ 99,658.00 |
| TFT Construction Inc. | \$144,770.41 |

HLB Otak, Inc. will be providing construction support services and will also complete the certification to the State Drinking Water Program upon project completion.

Construction Budget Summary:

| Description | Total Amount |
|--|---------------------|
| Bob McEwan Construction Contract | \$ 88,995.00 |
| Construction Contingency (10%) | \$ 8,900.00 |
| Construction Support Services (HLB Otak) | \$ 5,564.00 |
| Anticipated Construction Total | \$ 103,459.00 |

It is recommended that City Council authorize award of a construction contract to Bob McEwan Construction Inc. in the amount of \$88,995.00 and approve the associated budget for contingency and construction support services. Funds for this project are available in the Public Works Improvement Fund.

Director Cook confirmed that Bob McEwan Construction is located in Seaside. He also noted that Engineer Nathan Crater signed the memo in his place because he was in Salem before the Infrastructure Finance Authority trying to obtain funding for the next CSO project.

City Council Action: Motion made by Councilor Warr, seconded by Councilor Mellin to authorize award of a construction contract to Bob McEwan Construction Inc. in the amount of \$88,995.00 and approve the associated budget for contingency and construction support services. Motion carried unanimously. Ayes: Councilors LaMear, Warr, Herzig, Mellin and Mayor Van Dusen; Nays: None.

Item 7(e): Authorization to Purchase Additional CSO Monitors (Public Works)

The City of Astoria's Combined Sewer Overflow (CSO) Plan will continue to control overflows to Youngs Bay and the Columbia River through a series of projects over the next eight years. In order to assure the performance of the completed control projects, the City is required to monitor outfalls that have been controlled to certify compliance with state and federal requirements. In August 2010, Council authorized award of the CSO Monitor Upgrade project to SFE Global for purchase and installation of monitors and rain gauges. There are 24 sites that are currently monitored for compliance with control requirements.

Monitoring data provides flow data that accurately determines the scope of future CSO projects. City staff is in the process of confirming the scope for the next CSO project that is expected to control five outfalls. An additional five monitors are needed at the upcoming project sites to confirm the project scope, then the instrumentation will transition to compliance monitoring when the project is complete. It is recommended that Council execute a contract with SFE Global for a total not to exceed the amount of \$27,575, for procurement of five CSO monitors and associated technical support, as needed. Funds for this project are available in the current Combined Sewer Overflow Maintenance Fund budget.

City Council Action: Motion made by Councilor LaMear, seconded by Councilor Herzig to execute a contract with SFE Global for a total not to exceed the amount of \$27,575, for procurement of five CSO monitors and

associated technical support, as needed. Motion carried unanimously. Ayes: Councilors LaMear, Warr, Herzig, Mellin and Mayor Van Dusen; Nays: None.

Item 7(f): Public Hearing – Public Comments on the Desired Qualities and Skillsets for the New City Manager

Mayor Van Dusen explained that City Council is asking the community to speak about the qualities and skillsets desired in the next City Manager. He opened the public hearing at 7:59 p.m.

Doris Queener, 4940 Cedar Street, Apt. 2A, Astoria, said she would like to see a job description. She was unsure how old the City's job description was or if it had been reviewed. She suggested the Council to look at job descriptions from Astoria and Albany and use them as a catalyst for the discussion about the desired qualities, skillsets, and attributes for the position.

Frank Spence, 5169 Birch Street, Astoria, said he is a professional city manager with 40 years of city management experience in Florida. He has experienced the recruitment process personally, and when hiring others. Astoria is a very stable city with two city managers over the last 14 years. He supported City Manager Pro Tem Estes. A job description is a starting point, but Council must consider whether it wants the same continuity of the last two city managers or a manager that will take the City in a new direction. The Oregon City Managers Association will help Astoria. The association has a program called Range Riders, which Dan Bartlett is a member of as a retired city manager. Mr. Spence also offered his assistance. Similar to the desired qualities of a Boy Scout, the City is looking for a manager that is trustworthy, loyal, helpful, friendly, courteous, kind, obedient to City Council, brave, reverent, and morally [inaudible]. These characteristics and good chemistry will be necessary as the city manager works with Staff, the community, and City Council. He added that he is proud and honored to have been elected Treasurer of the ADHDA.

Mayor Van Dusen added that Mr. Spence sent City Council a letter that went into more detail about the comments he made. He noted that former City Manager Paul Benoit has used Mr. Spence as a resource many times.

George McCartin, 490 Franklin Avenue, Astoria, said he has spoken to City Council a number of times over the past few months and believes that openness to the citizens and to City Council is one of the outstanding qualities the City should look for in a new city manager. This will be difficult because the manager will be hired by and must answer to City Council. There will be controversial issues, so a lot of openness will be necessary. The City must expect the city manager to insist on disclosure by every means necessary for the benefit of the taxpayers.

David Oser, 254 West Irving, Astoria, said that the Library Advisory Board has received invaluable assistance from former City Manager Paul Benoit and City Manager Pro Tem Estes. Since the library renovation is one of the main priorities and goals of City Council, he wanted the new city manager to give the same whole-hearted and tireless support to the library renovation project.

Mayor Van Dusen closed the public hearing at 8:05 p.m.

NEW BUSINESS & MISCELLANEOUS, PUBLIC COMMENTS

Mayor Van Dusen announced that Salmon for All has asked City Council to sign a letter from the City of Astoria to Chairman Bob Levy of the Oregon Department of Fish and Wildlife (ODFW), which he read into the record. The letter asked ODFW to monitor the recreational harvest bubble outside of Young's Bay to determine if it is large enough to meet the objectives of the Kitzhaber Plan and suggests that ODFW expand the conservation zone if sports catches in 2014 impact off-channel salmon. Considering the substantial amounts of Chinook and Coho Salmon predicted to enter the Columbia River in 2014, the logic of the Kitzhaber Plan was in question. The City of Astoria and tourism benefit from recreational and commercial fishing, as fish related industries create employment and stability. Mayor Van Dusen believed City Council should sign and send the letter.

City Council Action: Motion made by Councilor Warr, seconded by Councilor LaMear, that each Councilor sign and send the letter to Chairman Bob Levy of the Oregon Department of Wildlife. Motion carried unanimously. Ayes: Councilors LaMear, Warr, Herzig, Mellin and Mayor Van Dusen; Nays: None.

Mayor Van Dusen added that the City of Warrenton has signed a similar letter.

Sue Skinner, 511 Jerome, Astoria, asked which properties the City still plans to sell. She recalled City Attorney Henningsgaard's comments indicating the citizens did not have any legal way to require the City to refrain from selling excess property and could not participate in the process. She requested clarification on City Council's pledge to drop the land sales and asked how many of the 30+ properties were in the sales pipeline process.

Councilor LaMear understood that one property has a potential contract, eight properties have firm offers, and seven properties are being negotiated. The seven being negotiated may still be sold. All of the properties are small lots that were offered to adjacent property owners.

Councilor Herzig suggested information about these properties be made available to the public. City Manager Pro Tem Estes stated this information can be provided. One property is ready to be brought to City Council with an agreed upon offer and seven or eight properties are involved in ongoing negotiations with the City.

Mayor Van Dusen clarified that no new offers will be considered if current negotiations do not result in a sale. He confirmed that the list of properties currently being negotiated would be made public and posted on the City website on February 19, 2014.

Ms. Skinner asked if the community could trust that the City would not sell any other properties without a public hearing process. The community asked for a town hall meeting so that citizens could learn about the process for future land sales.

Mayor Van Dusen answered yes, the community can trust the City and explained that a public hearing is legally required for any City property that is sold. City Council did not have to conduct a second public hearing for the property at the 4900 Block of Birch, but City Council unanimously decided to schedule another public hearing.

Teresa Hoyer, 176 West Franklin Avenue, Astoria, said 10 years ago she asked the City not to sell the property at the 100 Block of West Exchange, which is the property currently being negotiated. She understood this property would never be offered again for sale. Area Properties indicated to her that the buyer did not want the property sold 10 years ago and is buying it now so that no one can build on it. She asked if there was anything she could do.

Mayor Van Dusen said she could testify at the public hearing.

Ms. Hoyer asked if a property could still be sold after a sale was stopped. She understood this property would not be sold.

Mayor Van Dusen asked that she bring the information about the sale being stopped at a City Council meeting to the public hearing.

Ms. Hoyer added that there was not a full Council the night the sale of the property was denied.

Mayor Van Dusen explained that a quorum is required, not a full Council. Her information may not stop the sale, but will add information to the decision-making process. He appreciated Ms. Hoyer coming forward because a lot of information has resulted when a city employee, even for example, a seasonal employee, has said a property will not be sold.

City Manager Pro Tem Estes confirmed for Councilor Herzig that staff has Ms. Hoyer's address.

The City Council meeting recessed at 8:16 p.m. to convene the Executive Session.

EXECUTIVE SESSION

The City Council Executive Session was convened at 8:18 p.m.

Item 8(a): ORS 192.660(2)(e) – Real Property Transactions

The City Council Executive Session was adjourned at 8:40 p.m. and the City Council regular session meeting reconvened.

Mayor Van Dusen said that during the Executive Session, City Council discussed property transactions, management positions, and compensation for City Manager Pro Tem Estes as he fills both positions as City Manager Pro Tem and Community Development Director.

City Council Action: Motion made by Councilor LaMear, seconded by Councilor Herzig, to approve a 15 percent raise in the compensation of Brett Estes for the period of time that he serves as both City Manager Pro Tem and Community Development Director. Motion carried unanimously. Ayes: Councilors LaMear, Warr, Herzig, Mellin and Mayor Van Dusen; Nays: None

ADJOURNMENT

There being no further business, the meeting was adjourned at 8:42 p.m.

ATTEST:

APPROVED:

Finance Director

City Manager Pro Tem

DRAFT

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

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

Councilors Excused: None

Staff Present: City Manager Pro Tem Estes, Police Chief Curzon, Parks and Recreation Director Cosby, Finance Director Carlson, Fire Chief Ames, Planner Johnson, 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 Herzig reported that he was working on preparations for Sexual Assault Awareness Month in April. The Parks Department did a good job turning the Column teal. Residents on Hamburg Street contacted him that construction signs on Portway are limiting the line of sight to the south through the roundabout. He asked if the City could move some of the signs to make the area less hazardous. The residents on Hamburg will be attending a City Council meeting to speak about their concerns.

Item 3(b): Councilor Mellin reported that she attended the Parks Board meeting last week and Director Cosby recognized the Employee of the Month, Mark Montgomery. The first Citizens Helping in Parks (CHIPS) program will be on March 9, 2014 from 1:00 pm to 4:00 pm at the Children's Park at 6th and Commercial Street. She has been attending the Performing Arts Center (PAC) meetings. The Friends of the PAC are working hard to save the building for music programs. An [inaudible] ensemble will be performing at the PAC on Saturday, March 8, 2014 at 2:00 pm. On March 3rd she and Norma Hernandez took turns reading *One Fish, Two Fish, Red Fish, Blue Fish* by Dr. Seuss during the Young Sprouts Program at Gray School. The evening was wonderful. She said she was proud of Astoria's Parks Department, noting the Gray School almost equals what she saw in Waldorf, Germany. She spent the afternoon with Suenn Ho at the Garden of Surging Waves and Ms. Ho explained all of the symbolism at the Garden. Ms. Ho will be making some kind of a guide so people will know what they are looking at.

Item 3(c): Councilor LaMear reported that on March 3, 2014, she attended an event hosted by the Department of the Navy at the high school, where they discussed their Environmental Impact Statement regarding the use of sonar off the coast of Oregon and in Puget Sound. All of the work the Navy is doing in Oregon is outside the 200-mile range. There are a lot of scientists and environmentalists working with the sonar project. The presentation was very interesting.

Item 3(d): Councilor Warr reported that on February 27th, he attended the Astoria Planning Commission meeting for the first time. He has been on the City Council for 10 years and has never attended a Planning Commission meeting because he did not feel Councilors should attend, as their presence may intimidate the Commission. The consultants for the Transportation System Plan (TSP) presented their final plan, which will be presented to City Council for approval in March or April 2014. He felt he should attend the meeting because he was a member of the committee that worked on the TSP for 2 or 2½ years. He believed City Council would be pleased with the Plan.

Item 3(e): Mayor Van Dusen introduced LJ Gunderson, who is on the Design Review Committee and Historic Landmarks Commission, and Sean Fitzpatrick, who is on the Planning Commission. He asked City Manager Pro Tem Estes to give a report on the second flat screen that would be installed in the Council Chambers.

City Manager Pro Tem Estes explained that a second flat screen will be installed to make viewing easier for the audience. The new flat screen will be located in the back corner behind the dais, but it could be moved down to where City Attorney Henningsgaard was sitting on his left. The new flat screen should be installed within the next month.

Mayor Van Dusen commended the Public Works Department on the way they handle the weather. He recalled his recent trip to Arizona, noting that it rained while he was there. Arizona does not have to deal with the same weather as Astoria, but the rain created difficulties for Arizona.

CHANGES TO AGENDA:

City Manager Pro Tem Estes requested Item 6(c): Amendment to Benoit Contract be removed from the Consent Agenda and discussed as Regular Agenda Item 7(e).

Mayor Van Dusen stated the Executive Session would be conducted immediately following Item 7(c): Liquor License Application from Michael and Jennifer Cameron-Lattek.

PRESENTATIONS:

Item 5(a): Clatsop Community Action Report on Recent Activities

George Sable, Director, Clatsop Community Action (CCA), 364 9th Street, Astoria, said CCA has been around for 30 years, but is celebrating its 25th year as a certified non-profit organization in Oregon.

He distributed and reviewed a handout regarding the increasing number of homeless people in Clatsop County and described the Project Homeless Connect Program, a one-day event when CCA provides services to all the homeless and near homeless people in the county. The number of homeless people in the county has doubled since 2012. He noted the City graciously gives to non-profit organizations and CCA received \$15,000 for the year. He distributed and reviewed another handout highlighting CCA's budget and statistics for CCA's many activities and programs that have benefitted people in the community over the last six months. He noted that the Utility Assistance Program has had just three applicants and each received a credit of just over \$78. He recommended the changing the eligibility requirements for the program and raise income limit. He thanked City Council for allowing him time to report about the City's return was on their investment in CCA.

Mayor Van Dusen asked how crab meat was distributed. Mr. Sable explained the crab is boiled and frozen before being sent to the food pantry. The agency creates food boxes that are meant to supplement food stamps and the federal Supplemental Nutrition Assistance Program (SNAP). A family of three would receive two crabs. The agencies that distribute the most food receive a higher percentage of what the CCA brings in. The CCA had a lot of fresh salmon in 2013, as well as a donation of 20,000 lbs. of halibut. The halibut was originally donated to Oregon Food Bank in 50-pound packages. The CCA had to repackage the fish into two-pound packages. He explained that CCA receives about one percent of the total allotment of food for the state from the Oregon Food Bank. Because the CCA repackaged all of the halibut, they were able to keep 3,000 pounds instead of the usual one percent. CCA is the only food bank in the state that does their own processing.

Councilor LaMear said she was excited about all of the planting done behind the food bank, noting that each basket of food includes a huge bunch of carrots. Mr. Sable added that CCA harvested more than 5,000 pounds of carrots. He believed intentional production was the way of future, noting that instead of depending on handouts, CCA tries to make and obtain the food it needs. The CCA grew carrots because they last a long time and many people love carrots. He noted some of the carrots were 2½ pounds.

Councilor Warr said he was amazed at all the CCA is doing and thanked Mr. Sable and CCA for providing so many services for the community.

Councilor Mellin confirmed that Mr. Sable worked at CCA about 50 hours a week. She said she has known Mr. Sable since the 1990s and they worked together at the Job Corps. She noted he is a modest man who always seems to enjoy his life and has made CCA extremely successful. She stated that CCA's projects were amazing. Mr. Sable said the CCA was trying to build its capacity; currently the agency has 10 employees and the CCA continues to work on bigger and better things.

Mayor Van Dusen introduced Cindy Johnston, who is on the CCA Board and works as an executive at the Bank of the Pacific. He agreed Mr. Sable and his CCA team is doing an excellent job.

CONSENT CALENDAR:

The following items were presented on the Consent Calendar:

- 6(a) City Council Minutes of 2/3/14
- 6(b) Boards and Commission Minutes
 - (1) Historic Landmarks Commission Meeting of 12/17/13
 - (2) Library Board Meeting of 1/28/14
 - (3) Parks Board Meeting of 1/22/14
- 6(c) Amendment to Benoit Contract (City Attorney)

Item 6(c) was removed from the Consent Calendar and moved to Regular Agenda Item 7(e) during Changes to the Agenda.

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

REGULAR AGENDA ITEMS

Item 7(a): Public Hearing for Sale of City Property Located at 4900 Block of Birch Street, Lot 1, Block 18, Alderbrook (Public Works)

The City has received an offer from Mike and Judith Cahill to purchase Lot 1, Block 18 located in the 4900 Block of Birch in Alderbrook. The property is adjacent to and immediately north of the Cahill property located at 4908 Cedar Street and is one of four lots the City has listed for possible sale. The Cahill's offer is \$12,000. At their February 18, 2014 meeting, the City Council acted to schedule a public hearing on the proposed sale at the next Council meeting on March 4, 2014. It is recommended that Council conduct the public hearing, after which, the City Council approve or deny the sale of said property.

Mayor Van Dusen asked if any member of the Council had questions for Staff. Hearing none, he opened the public hearing at 7:32 p.m. and called for anyone wanting to address the City Council on the proposed sale of the property located at the 4900 block of Birch Street to come forward with any comments or concerns.

David Green, 4924 Cedar Street, Astoria, said he believed this was an appropriate sale for the City.

Chris Farrar, 3023 Harrison Avenue, Astoria, said he visited the property and noted that the property immediately west of the lot for sale is a wetland. He was concerned about the City considering the full impact of selling a particular property. The wetland is very valuable to many people as it provides urban wildlife. He believed many people in the audience and the City enjoy the wildlife. If Astoria does not make a real effort to preserve special places that are essential to the existence of plants and animals, the wildlife will be lost. He understood the wetland was not for sale, but the property next to it and suggested that City Council put land use restrictions on the properties being sold. The subject property could serve as a buffer for the wetland. If the property is developed, the buffer will be lost. Putting restrictions in the sale contracts that do not allow development on open spaces is a reasonable constraint to put on these sales. The City has given the adjacent property owners an advantage by offering them the opportunity to purchase the property. He noted if the City placed the property for sale on the open market, he would bid on them and maintain the open spaces. If the City is going to give special treatment to the adjacent property owners, it should put restrictions on the properties because the adjacent property owner will someday sell the land and the next owner may not be so careful. He was concerned about the long term and asked City Council to think about the ecology of the city overall.

Mike Cahill, 4908 Cedar Street, Astoria, said he and his wife [inaudible]. He thanked City Council for conducting this second public hearing. They have been good neighbors and good citizens [inaudible] interfere with adjacent properties. He would like to do what he can to keep the interference to a minimum.

Mayor Van Dusen closed the public hearing at 7:37 p.m. and called for Council discussion.

Councilor Mellin did not believe a property owner could do whatever they wanted with a property because the City has a Planning Commission, Design Review Committee, [inaudible]. The City website includes the restrictions. She appreciated that Mr. Cahill has spent at least a couple of thousand dollars cleaning up the lot and making it beautiful. She saw no reason to vote against this sale.

Councilor Herzig [inaudible]. There are three more properties that will be sold. [Inaudible] The City's asking price is \$14,000 and the Cahill's offer is \$12,000.

Councilor LaMear supported the sale. Mr. Cahill has definitely improved the neighborhood and has done everything he was expected to do. She apologized [inaudible].

Councilor Warr said that he supported this sale the first time, and still does. He believed many of the properties for sale were better placed with the adjacent homeowners. He believed the City was doing the right thing. He realized that there has been a lot of pressure over these sales, but [inaudible].

Mayor Van Dusen voted against this sale at the first public hearing because the Cahill's did not make a presentation, so he did not know their intentions. In addition, the asking price was \$14,000 and the offer was \$12,000. Since the first public hearing, he has learned that the value of the property would not have been as high as \$14,000 if the Cahills had not cleaned it up. There has been at least \$2,000 put into the property. He believed Mr. Cahill represented himself and his neighborhood very well. He plans to vote in favor of the sale this time.

City Council Action: Motion made by Councilor LaMear, seconded by Councilor Mellin to approve the sale of Lot 1, Block 18 located in the 4900 Block of Birch in Alderbrook to Mike and Judy Cahill for \$12,000. Motion carried 4 to 1. Ayes: Councilors LaMear, Warr, Mellin and Mayor Van Dusen; Nays: Councilor Herzig.

Item 7(b): Schedule Public Hearing for Property Sale – 2900 Block of Grand Avenue (Public Works)

An offer to purchase a portion of excess City property has been received from Herb Mindt and Bill Jablonski. The lot is located in the 2800 block of Grand. Mr. Mindt and Mr. Jablonski are adjacent property owners whose property is located at 741 29th Street. The original asking price for the property was \$20,000 and the agreed upon offer is \$17,500. It is recommended that the City Council hold a public hearing on March 17, 2014 to receive comment on the proposed sale in accordance with Section 1.500 to 1.1510 of the municipal code, after which the Council may accept, reject, or modify the proposal.

Councilor Herzig believed when Mr. Mindt [inaudible]. He wanted to know how much this was and suggested modifying the offer because [inaudible].

Mayor Van Dusen reminded that at this time, City Council only needed to decide if a public hearing should be scheduled. He noted the memo indicated the public hearing would be scheduled for March 17, 2014; however Council would be discussing the date for the next City Council meeting, so the wording of the motion should be changed accordingly. [inaudible].

City Council Action: Motion made by Councilor Herzig, seconded by Councilor Mellin to schedule a public hearing for the next City Council meeting to consider the proposed sale of City property located at the 2900 block of Grand Avenue. Motion carried unanimously. Ayes: Councilors LaMear, Warr, Herzig, Mellin and Mayor Van Dusen; Nays: None.

Item 7(c): Liquor License Application from Michael and Jennifer Cameron-Lattek, dba Street 14 Coffee at 1410 Commercial Street, for a New Outlet for a Full On-Premises Sales Commercial Establishment License (Finance)

A liquor license application has been filed by Michael and Jennifer Cameron-Lattek, doing business as Street 14 Coffee, located at 1410 Commercial Street. The application is a New Outlet for a Full On-Premises Sales Commercial Establishment License. The appropriate departments have reviewed the application. It is recommended that City Council approve the application.

Councilor Mellin said [inaudible] and she believed it would be there for a long time. She intended to approve the application.

Mayor Van Dusen declared that he and his brother own a soft drink company that may possibly do business with the applicants in the future should their business expand. He intended to vote in favor of the application.

Councilor Herzig noted the application listed the business hours from 6:30 a.m. to 6:00 p.m. [inaudible—not violating hours in the neighborhood].

City Council Action: Motion made by Councilor Warr, seconded by Councilor Herzig to approve the liquor license application filed by Michael and Jennifer Cameron-Lattek, doing business as Street 14 Coffee, located at 1410 Commercial Street for a New Outlet for a Full On-Premises Sales Commercial Establishment License. Motion carried unanimously. Ayes: Councilors LaMear, Warr, Herzig, Mellin and Mayor Van Dusen; Nays: None.

Mayor Van Dusen recessed the regular City Council meeting to go into Executive Session to discuss labor negotiations at 7:47 pm.

The City Council meeting reconvened.

Item 7(d): Approval of Collective Bargaining Agreement between City of Astoria and Astoria Public Safety Association (APSA) (Police)

The Astoria Public Safety Association (APSA) has ratified their Collective Bargaining Agreement. It is recommended that Council approve the three year contract, which is in effect retroactive to July 1, 2013 through June 30, 2016.

This item was discussed immediately following the Executive Session.

Mayor Van Dusen believed this was a very fair contract. The City has excellent employees. The contract was unanimously approved by the police officers and City Council unanimously supported the agreement during the Executive Session.

City Council Action: Motion made by Councilor Warr, seconded by Councilor Mellin to approve the Astoria Public Safety Association Collective Bargaining Agreement. Motion carried unanimously. Ayes: Councilors LaMear, Warr, Herzig, Mellin and Mayor Van Dusen; Nays: None.

Item 7(e): Amendment to Benoit Contract (City Attorney)

This item was removed from the Consent Calendar.

City Manager Pro Tem Estes explained that when Mr. Benoit was hired as City Manager, his contract with the City included a provision by which the City is required to provide health insurance benefits upon retirement, which Mr. Benoit no longer needs. He reviewed the proposed amendment to the contract provision which was provided in his memorandum. He corrected a typographical error in the memo, "The amendment benefits the City by reducing the cumulative required monthly payments by approximately \$42,000 **\$20,000.**" Staff recommended that City Council authorize the Mayor to sign the amendment to Mr. Benoit's employment contract with the City.

Mayor Van Dusen clarified that Mr. Benoit no longer needs the health insurance benefit from the City, but without the amendment, the City would continue providing Mr. Benoit with insurance. Providing insurance would allow the City to receive a deduction from [inaudible]. Therefore, Mr. Benoit does need insurance, but there is a way for him to benefit from the City. He explained the City would be saving the amount paid monthly for Mr. Benoit's insurance.

Councilor Herzig said that the City is under contract to provide this either now or in the future. The amount of \$60,000 seems very generous.

Councilor LaMear believed a cost-savings of \$20,000 [inaudible]

City Council Action: Motion made by Councilor Mellin, seconded by Councilor Warr to authorize the Mayor to sign the amendment to Mr. Benoit's employment contract with the City, as described. Motion carried unanimously. Ayes: Councilors LaMear, Warr, Herzig, Mellin and Mayor Van Dusen; Nays: None.

NEW BUSINESS & MISCELLANEOUS, PUBLIC COMMENTS

Mayor Van Dusen noted the next City Council meeting is scheduled for March 17, 2014 and confirmed that neither he or Councilor Warr would be able to attend. The meeting could be held as scheduled, as a quorum would be present, or the meeting could be rescheduled.

City Council discussed rescheduling the meeting. Councilor Herzig believed the public would be better served with a full Council.

City Council Action: Motion made by Councilor LaMear, seconded by Councilor Herzig to reschedule the second City Council meeting in March to Monday, March 24, 2014. Motion carried unanimously. Ayes: Councilors LaMear, Warr, Herzig, Mellin and Mayor Van Dusen; Nays: None.

Shel Cantor, 1189 Jerome, Astoria, recalled that at the last City Council meeting, Ms. Skinner asked if the property negotiations could be posted on the City website. Director Cook had responded that he would publish the negotiations on the website, which he did promptly. He emailed a list of questions about the negotiations to the Councilors and Director Cook. He thanked City Manager Pro Tem Estes for responding promptly via email and for fully addressing his questions. He hoped this will continue in the future because in the past, he has asked that public information be made available and spent \$300 to gain access to information that was public. He was very pleased and impressed by what has happened over the past few weeks. He asked for clarification about [inaudible]. He recalled that City Manager Pro Tem Estes indicated in the email that further updates would be made and confirmed that these updates would be posted on the website. City Manager Pro Tem Estes added that Staff could continue to update the spreadsheet that was posted at the last City Council meeting, which provides the status of the 10 remaining properties that are in negotiation.

Mr. Cantor believed there were actually four properties currently being negotiated. He recalled a conversation a few meetings ago with Mr. Benoit about the value of trees on the larger properties. He has done research that indicated the value of trees on larger properties could be between zero and tens of thousands of dollars per acre. A 1.9 acre property currently on the list of properties being negotiated has an asking price of \$25,000. The offer is for \$9,000. He recalled that Mr. Benoit assured that Staff could obtain a fair appraisal of the value of the lumber on this property and that this value would be considered as part of the agreement. He hoped this would be done on the property located at 2900 block of Irving and Harrison. He understood that there were zoning laws and land use restrictions regulating these properties, but understood that Councilor Mellin had acknowledged that the laws and restrictions could be overridden, particularly when a Councilor votes to do so. He asked if this was true.

Councilor Mellin said she was not aware of that [inaudible].

City Manager Pro Tem Estes explained there is always a process put in place anytime Planner Johnson reviews any development. The applications must be reviewed by the applicable commission. An application would only be reviewed by City Council if a variance had been requested and the variance would have to comply with approval criteria.

Councilor Herzig was concerned about citizens paying hundreds of dollars to receive public information from the City. He understood that copying and mailing took time and cost money, but he asked if it were possible to post information on the City website as an alternative.

Mayor Van Dusen agreed with Councilor Herzig and noted that putting information on the internet would be less expensive. He explained that an attorney made a public records request [inaudible] He was unsure if \$300 was unreasonable, but obtaining these records can be extremely expensive. He did not believe the current policy should be changed.

LJ Gunderson,, Astoria, said she represented the Astoria Downtown Historic District Association (ADHDA) and several ADHDA members were in the audience. She noted that the ADHDA is excited about what the City is doing and really appreciates the relationship they have with the City. She complimented the City on the Garden of Surging Waves. She encouraged everyone to visit, as it is a very nice experience. She thanked City Manager Pro Tem Estes and John Guttenberger who recently conducted a tour of downtown buildings. The tour was very well attended and allowed entrance into buildings that people do not normally get to see. The stories behind these buildings are wonderful.

Councilor LaMear acknowledged the work that Area Properties has done on the land sales. The work has not been easy for them or for the City. [Inaudible] professionally, and have done everything that the City asked of them.

ADJOURNMENT

There being no further business, the meeting was adjourned.

EXECUTIVE SESSION

The City Council Executive Session was convened at 7:48 p.m., immediately following Regular Agenda Item 7(c): Liquor License Application from Michael and Jennifer Cameron-Lattek.

Item 9(a): ORS 192.660(2)(d) – Labor Negotiation Consultations

The City Council Executive Session was adjourned. to reconvene the City Council meeting and proceed with Regular Agenda Item 7(d): Approval of Collective Bargaining Agreement between City of Astoria and Astoria Public Safety Association.

ATTEST:

APPROVED:

Finance Director

City Manager

HISTORIC LANDMARKS COMMISSION MEETING

City Council Chambers

February 18, 2014

CALL TO ORDER – ITEM 1:

A regular meeting of the Astoria Historic Landmarks Commission (HLC) was held at the above place at the hour of 5:18 p.m.

ROLL CALL – ITEM 2:

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

Commissioners Excused: Thomas Stanley

Staff and Others Present: City Attorney Blair Henningsgaard, Planner Rosemary Johnson, and Consultant John Goodenberger.

ELECTION OF OFFICERS – ITEM 3(a):

In accordance with Sections 1.110 and 1.115 of the Astoria Development code, the Historic Landmarks Commission needs to elect officers for 2014. The 2013 officers were President LJ Gunderson, Vice President Michelle Dieffenbach, and Secretary Sherri Williams.

Commissioner Caruana moved that the Historic Landmarks Commission re-elect Sherri Williams as Secretary, LJ Gunderson as President and Michelle Dieffenbach as Vice President of the Historic Landmarks Commission for 2014; seconded by Commissioner Burns. Motion passed unanimously.

APPROVAL OF MINUTES – ITEM 4(a):

President Gunderson asked if there were any changes to the December 17, 2013 meeting minutes. There were none.

Vice President Dieffenbach moved to approve the minutes of December 17, 2013 as noted; seconded by Commissioner Burns. Motion passed unanimously.

PUBLIC HEARINGS:

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

ITEM 5(a):

EX 13-09 Exterior Alteration EX 13-09 by Karl F. Johnson to add a second story deck with a steel spiral staircase on the rear (east) elevation of an existing single-family dwelling. This application is a revised design of the previous application for EX 13-06 at 674 17th Street in the R-3, High Density Residential, zone.

President Gunderson asked if anyone objected to the jurisdiction of the HLC to hear this matter at this time. There were no objections. President Gunderson asked if any member of the HLC had a conflict of interest, or any ex parte contacts to declare.

Commissioner Osterberg declared, as he did during the public hearing for EX 13-06, that in 2013, the Applicant's neighbor, Mellissa Yowell, had begun to speak with him about the project. He immediately stopped the conversation and told Ms. Yowell he could not speak with her about this project and the issues would need to be addressed during a public hearing. Although this was a different application, he believed it was important to note.

President Gunderson requested a presentation of the Staff report.

Planner Johnson presented the Staff report. She noted Mellissa Yowell had submitted a letter, which was distributed at the dais, stating she preferred the higher wall option because it reduced visibility of the spiral staircase. She also distributed copies of a statement from a structural engineer stating the structure has been built in compliance with Building Codes. When the Applicant applies for a building permit, he will submit the structural plans that show the structure was built to engineered standards. The HLC will need to determine which wall height meets the Code, and then she would edit the Findings and Conditions accordingly. She clarified that she would be changing Condition 2 to state, "The window on the west elevation is not required if it is determined by the building official that the approved structural plans will not accommodate the window." Staff recommended approval with the conditions listed in the Staff report.

Planner Johnson read Ms. Yowell's letter into the record.

President Gunderson opened public testimony for the hearing and asked for the applicant's presentation.

Karl Johnson, 674 17th Street, Astoria, said he has lived in his home for 36 years. He had told Planner Johnson that Ms. Yowell wanted a higher wall on the south side, so he believed the project was getting close to making everyone happy, including himself. The project has been challenging, like reverse engineering. He thanked the HLC for their consideration.

President Gunderson called for any presentations by persons in favor of, impartial to, or against the application. Seeing none, she closed the public testimony portion of the hearing and called for closing remarks of Staff. There being none, she called for Commission discussion and deliberation.

President Gunderson believed this application was a huge improvement. The changes were more in keeping with the Queen Anne style architecture. She hoped the window would remain on the west side. She appreciated that the Applicant worked with the City, the HLC and John Goodenberger to move the process along. The changes have been nice and she believed it was something the HLC could work with.

Commissioner McHone said he did not have a problem with either proposed high wall height, but believed the property owner should decide which height would be best.

Mr. Johnson suggested splitting the difference.

Commissioner Caruana confirmed that the second floor deck had already been approved and the HLC is only reviewing the partial wall and spiral staircase. Planner Johnson confirmed the photos of the completed structure in the Staff report were photo simulations; the project has not been yet completed.

Commissioner McHone did not believe the staircase looked bad, and while he liked the shorter wall better, he did not have a preference on the wall height.

Commissioner Osterberg believed a lower height of 36 to 42 inches would be more appropriate because the mass of the structure would be reduced. Mass is an important issue. He acknowledged Ms. Yowell's letter in support of the higher wall blocking the view of the staircase, noting he did not see the issue the same way. However, Ms. Yowell is the neighbor. While his opinion was that the lower height was best, he could support the higher wall if the HLC supported Ms. Yowell.

Commissioner Burns said he liked the shorter wall in the photographs, but supported the taller wall since the homeowner and neighbor preferred it.

President Gunderson agreed, adding she believed compromises had been made by everyone.

Mr. Johnson stated he would compromise by building the wall about six feet tall, adding he just did not want it shortened to 36 inches.

Planner Johnson suggested the HLC proceed with the 36- to 42-inch or the 8-foot wall heights even though the Applicant has offered to build the wall lower than 8-feet. The neighbors have reviewed the application with the 8-foot height. If there are issues with building the wall 8 feet high, other options can be discussed.

Commissioner Osterberg agreed, noting that adding a third alternative at the last minute, while the neighbor is unaware of the third alternative, would not be appropriate.

Commissioner Caruana said he would vote to approve the shorter wall, because everyone seemed to prefer it. Mr. Johnson replied it was actually the taller wall on the south side that was preferred. He noted Ms. Yowell would like the wall as high as possible. Commissioner Caruana understood the HLC preferred the design of the lower wall.

President Gunderson said that while she liked the lower wall, she was considering the compromises that have been made throughout the process; she was okay with either wall height option.

Commissioner Burns agreed, noting the shorter wall was more aesthetically attractive, but functionally, the property owners and the neighbor have indicated the taller wall is preferred. He preferred a motion that supported the 8-foot wall.

Vice President Dieffenbach agreed the 8-foot wall would be acceptable.

Commissioner Caruana stated for the record that he did not like the 8-foot wall.

Commissioner Caruana moved that the Historic Landmarks Commission approve the 8-foot wall option proposed for Exterior Alteration EX 13-09; Commissioner Burns seconded his motion, which passed unanimously.

Commissioner McHone moved that the Historic Landmarks Commission adopt the Findings and Conclusions contained in the Staff Report and approve Exterior Alteration EX 13-09 by Karl F. Johnson, with the following changes to the Staff report:

- Page 9, second paragraph, amend the second sentence to state, "The HLC finds the wall height of approximate 8' maximum height would be sensitive to the character and features of the structure."
- Page 9, the caption at the bottom of the photos will be corrected to state 'Comparison of proposed heights as viewed from northwest.'
- Page 13, amend Condition 1 to state, "The height of the side walls of the second story deck shall be limited to approximately 8' maximum."
- Page 13, amend Condition 2 to state, "The window on the west elevation is not required if it is determined by the Building Official that the improved structural plans will not accommodate the window."

Motion seconded by Commissioner Osterberg. Motion passed unanimously.

President Gunderson read the rules of appeal into the record.

REPORTS OF OFFICERS/COMMISSIONERS – ITEM 6: There was none.

NEW BUSINESS

ITEM 7(a): Design Review Guidelines

Planner Johnson explained that Astoria applies to the State Historic Preservation Office for grants every two years. Grant funds are used for projects like the Adair-Uppertown inventory and to pay John Goodenberger to assist with applications. Remaining grant funds have been used to develop design guidelines that include information typically provided to applicants by Staff and Mr. Goodenberger. The guidelines include identifying features, reasons for styles and features, graphic examples of good and bad alterations, the new mid-century historic style, and basic definitions of terminology. Staff would like the HLC to approve or accept the guidelines. These guidelines are not code and can be changed as needed.

John Goodenberger, 856 Harrison, Number 2, Astoria, said this type of document has been used in many cities, so he had quite a few different models from around the country to use when developing these guidelines. He used as many local materials as possible, as well as materials from the National Parks Service, the State Historic Preservation Office, individual cities, and a few architectural magazines. He worked with Planner Johnson to include the type of information that applicants would need to know. These guidelines will answer at least 60 percent of the questions asked by applicants, allowing Planner Johnson to spend more time dealing with bigger issues. He hopes the guidelines will help the applicants understand the process, as City Code does not indicate what the HLC is looking for.

President Gunderson said the guidelines were developed in a very user-friendly format. She supported the guidelines, which are professional and reflect well on the City.

Commissioner McHone said he was excited to read the guidelines and believed they were well done. He appreciated the visuals, which are helpful to non-architects.

Mr. Goodenberger confirmed that a digital copy would be available online.

Commissioner Osterberg believed the house pictured on Page 3 was a poor example of historic alterations. Planner Johnson suggested the bolded sentence be edited to state, "The house below has undergone extensive *inappropriate* alterations." Commissioner Osterberg suggested adding a thumbs down or sad face icon throughout the document to indicate examples of inappropriate work.

Mr. Goodenberger said he tried to eliminate negative graphics because the document is meant to encourage historic preservation. Commissioner Osterberg appreciated Mr. Goodenberger's efforts to avoid negativity in the document, but believed the community would benefit from clear explanations and labels of what is considered inappropriate and appropriate. He suggested adding text to simply state whether each picture was a good or bad example.

Commissioner Burns suggested adding information on Page 4 that would help homeowners find out if their property was historic. President Gunderson agreed, noting that some homeowners and at least one contractor have not been aware that review by the HLC was necessary. The HLC and Staff discussed possible wording of a suggestion to check with the City on historic significance prior to doing alterations. Planner Johnson added that historic information is being added to the Geographic Information System so property owners can read a property's historic inventory sheet online. The information should be available online soon.

Planner Johnson stated the Commissioner's suggestions would be added to the guidelines, which would be included in the Commissioners' information books.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 5:55 p.m.

ATTEST:

APPROVED:

Secretary

Community Development Director/
Assistant City Manager

Astoria Library Board Meeting

Astoria Public Library

February 25, 2014

5:30 p.m.

Present: Library Board members David Oser, Gregory Lumbra, Arline LaMear, Susan Brooks, and Iliana Arroyo. Staff Library Director Jane Tucker, City Manager Pro Tem Brett Estes, and ALFA Representative Steve Emmons.

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

Approval of Minutes: The minutes of January 28, 2014 were approved as submitted.

Approval of Agenda: The order of the agenda was changed. Item 5: Library Director's Report would be addressed after Item 7: Renovation Update, which was moved up on the agenda to allow City Manager Pro Tem Estes to attend another meeting. The agenda was approved as amended.

Board Reports:

Item 5(a): Reports of Community Presentations

The Board noted the radio broadcast on KMUN went well and there had been some good press in the newspaper.

Renovation Update:

Item 7(a) Report on Next Steps meeting

The Board reviewed the details of the very productive brainstorming meeting held last week led by Ruth Metz and Ginnie Cooper and attended by Director Estes, Director Tucker, Chairman Oser, Arline LaMear, Bruce Jones, Sean Fitzpatrick, and Patsy Oser. Beth LaFluer will be part of the group, but was unable to attend the meeting. Key discussion items were as follows:

- An organizational model was created to provide first steps and define the roles of the entities involved in the renovation. The Library Board will serve as a conduit and buffer between community groups and City Council. Copies of the draft model were given to Board members and a more detailed version will be presented at the next Library Board meeting.
- The Library Board would like to recommend possible Library Renovation Steering Committee members to Mayor Van Dusen. That Committee would likely include some members of the Library Board, City employees, and other people involved in different facets of the community. Subcommittees would likely be formed to focus on certain aspects of the project.
- First steps include researching inclusion of the Waldorf space and the establishment of a permanent library foundation.
- Director Estes described the work that would be involved when engaging an architect.
 - Illustrations should be completed after a foundation is formed and when fundraising has begun and should reflect interior spaces and activities, rather than the exterior of the building.
 - State law requires the City to use a procurement process to hire an architect. The City also has purchasing guidelines that must be followed. A City Project Manager typically manages the construction project.
- The importance of community engagement was discussed at length. Subsequent steps, like funding and phasing, were also briefly discussed.
 - Having a group of people who would support the volunteers, such as providing refreshments or encouragement was discussed. ALFA could possibly fill that role.
- While the meeting's attendees are considered stakeholders that may be consulted again in the future, they may not necessarily be appointed to the steering committee. All the meeting's attendees did express interest in remaining involved in the renovation project.

City Manager Pro Tem Estes excused himself from the meeting at 6:10 p.m.

Library Director's Report: Director Tucker reported that the vents of the library building had to be netted to prevent pigeons from entering the building. While the hedges were being trimmed in preparation for the installation of bike racks, a marble plaque dedicating the flagpole was discovered. A contractor

would be hired to trim the hedges back further, as they encroach out over the sidewalk and impede visibility. Removal of the hedges was discussed. Vandalism occurred on two wood panels at the end of the stacks. The Library After Hours Program had low attendance and was closed early due to Fisher Poet Night.

Update on ALFA Activities: Steve Emmons reported that ALFA's current balance is \$3,967.13, which includes a \$500 donation to purchase children and adult books. ALFA has decided to enlarge their board to develop and grow its membership. Mr. Emmons excused himself from the meeting.

New Business: None

Old Business:

Item 9(a): Comments on Revised Standards for Oregon Public Libraries
Chairman Oser noted he had submitted comments.

Director Tucker noted that Chairman Oser provided some great ideas for planning how the library could address meeting the library standards. The Board discussed how the library met or could meet the standards and agreed most standards were cost-effective and easy to implement. Director Tucker reviewed the standards, noting which the Astoria Library currently does and does not meet. Some standards could be met as a result of the renovation.

Comments about the new standards will be reviewed by the Public Library Division Board of the Oregon Library Association and submitted to the membership for approval. Once the standards are finalized and approved, libraries can choose to implement them. The standards would not be tied to funding, but a certification may be offered to libraries that comply with the standards. The standards will serve as a good tool during the renovation, as the information can be used in grant applications to show the outcome based services being provided to the community.

One element of the standards addresses policies. The Board and Staff discussed the possibility of having a retreat or an all-day meeting to work through the standards and policies. Staff presents the policies, which would be reviewed by the Board. A final policy manual would be presented to City Council.

Director Tucker noted Staff could provide American Library Association (ALA) statements at the next meeting.

She agreed to report back to the Board with the State's total annual expenditures for public libraries in Oregon.

Board Member Comments:

Mr. Lumbra suggested the Board consider ways to reduce paperwork. Director Tucker offered to email agendas and minutes to Board members prior to the meetings. She confirmed that Board members have four year term limits.

Public Comments: There were none.

Items for Next Meeting's Agenda: The Board will review the American Library Association (ALA) statements.

Chairman Oser noted that a name, mission statement, and some general bylaws needed to be created for the foundation. He would solicit feedback on these items from a variety of sources to get some basic ideas before moving forward to work with a steering committee.

Feedback could be obtained from the Board via email, which would become part of the permanent record.

Mr. Lumbra discussed the possibility of acquiring a small portion of Oregon's lottery revenue for public libraries. He agreed to research State gambling revenue as a possible source of funding. Reviewing legislative issues on the Oregon Library Association website was suggested. The Board discussed the conflicts and consequences that might arise if libraries compete with schools for lottery funding.

Adjournment: There being no further business, the meeting was adjourned at 7:00 p.m.

Respectfully submitted,

Paula Pinyerd, ABC Transcription Services, Inc.



CITY OF ASTORIA

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March 3, 2014

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER PRO TEM

SUBJECT: IMPLEMENTATION OF CLOUD HOSTING SERVICE FOR LIBRARY OPERATING SYSTEM

BACKGROUND

The Astoria Public Library's ILS (Integrated Library System) provides cataloging, circulation, searching, and reporting functions and is essential to Library operations. Since January 7, 2005, the Astoria Public Library has contracted with The Library Corporation (TLC), to provide the integrated library services (ILS) software necessary to the daily operation of the Astoria library. Throughout that time, TLC has provided stable, responsive, and efficient services.

DISCUSSION / ANALYSIS

The Library's servers are near their end of life. To address this issue, staff considered purchasing new servers or implementing cloud hosting. Recently, TLC began offering cloud hosting services, which now enable libraries of Astoria's size to operate effectively without having to own and maintain robust servers. Astoria's servers were due for replacement in 2014-2015.

Staff worked with iFocus Consulting, Inc. and technology consultant Lucien Kress to analyze the effectiveness of implementing cloud hosting versus purchasing local servers. Mr. Kress, iFocus and staff agree that the cloud hosting option is the most effective service model from a cost-benefit standpoint.

The recommendation to implement cloud hosting services is based on:

- Availability of grant funds: \$9000 in reimbursement is available through the Libraries ROCC LSTA grant which was provided to assist in offsetting the costs of resource sharing with Seaside, reducing the project's total estimated cost from \$17,000 to \$8000 for a five year contract.
- Lower average cost than on-premises solution: Taking into account on-site maintenance by IT contractors, Library staff time necessary to administer servers, and electricity costs of on-premises servers, cloud hosting services is estimated to save at least \$1000 per year over a five year period, with more savings expected in the first year.

- Reliability and functionality are enhanced TLC cloud host services: ILS Server infrastructure is hosted in secure, climate controlled data centers, which gives participating libraries benefit from more frequent data backups, quick data restore, uninterruptible power supply, redundant network connections, security best practices, and consistent access to the latest software upgrades.

Attached is a sample service agreement that would be finalized pending authorization. It has been reviewed by the City Attorney as to form. As noted earlier, the cost to utilize cloud hosting services would be \$17,000 and \$9,000 in reimbursement is available from grant funds. Therefore, the City's out of pocket cost would be \$8,000, which is proposed to be paid out of the Capital Improvement Fund.

RECOMMENDATION

Staff recommends that the City Council authorize implementation of cloud hosting with The Library Corporation, authorize the Mayor to sign the five year service agreement, and authorize up to \$17,000 to be paid for those services

By:

Jane Tucker, Director, Astoria Public Library

SCHEDULE K Hosting Services Agreement

1. By execution of this Hosting Services Agreement the parties agree that TLC will provide Hosting Services to the Library by which as described herein TLC will install, implement, operate, and maintain System at a Host Location remote from the Library's premises and deliver access to and use of the System as a Hosted Solution by the Library over data communications lines, including the Internet. The Library Corporation will own the computer server Hardware upon which the Hosted Solution is operated.

1. General.

TLC will provide to the Library Hosting Services for operation and delivery of the Hosted Solution over data communication lines substantially in accordance with applicable Documentation and TLC's then-current published product descriptions for the Hosting Services. As part of the Hosting Services, TLC will (a) configure, install, house, maintain, monitor and operate the System and all of the Hardware (including, but not limited to the computer, disk drives, tape drives) and Software components provided by TLC; (b) provide access to the Hosting Services; and (c) secure and maintain connectivity with third-party telecommunication providers, all as necessary to provide the Hosting Services and the Library's Database via the Internet. Institution is responsible for securing and maintaining its own Internet connectivity to access the System and the Hosting Services.

2. Hosting Services Detail

TLC's Hosted Solution is designed to offer the System to the Library on an outsourced basis, based on outsourced server hardware and software service and support, including but not limited to:

- a. Provision of Hosted Solution Hardware to be owned by TLC
- b. State of the art hosting facilities with redundant data communication lines and load balancing to ensure the best performance.
- c. All security and virus protection.
- d. Nightly backup
- e. Database monitoring
- f. Operating System updating
- g. Database configuration and updating
- h. Updating of Licensed Software with Licensed Software Updates
- i. Updating of Sub-Licensed Software
- j. The fastest possible response time for any server-related issues
- k. Protection against the most common causes of outages (power spikes/failures, fire, and flood).

TLC utilizes APC and Minuteman equipment to clean up the line-in power and provide

a failsafe should the Host Location experience a sudden loss of power. If the outage lasts longer than 30 seconds, a 100Kw generator takes control ensuring that communications continue uninterrupted. It is fully automatic and integrated to ensure that communications remain seamless.

- i. The Host Location data center environment is monitored around the clock by automated equipment to detect increased levels of heat or humidity. Should an issue arise, the monitors immediately take action and contact key personnel.
- m. In the event of an unrecoverable, localized disaster, such as an equipment malfunction, the Library's Hosted Solution would be restored to a standby server and any lost data would be restored from the nightly backups. Should TLC experience a disaster that would affect the entire Host Location data center, operations of the Hosted Solution would be temporarily relocated to one of TLC's alternate data centers in Denver, CO or Minneapolis, MN.

3. Service Level.

TLC will use its best efforts to provide the Hosting Services and to establish, operate, and maintain the Hosted Solution in accordance with this Hosting Services Agreement. TLC's obligations under this Hosting Services Agreement are subject to materials and services provided by equipment, telecommunications and/or other suppliers and to delays by or actions of Institution or third parties. The Library acknowledges that the Hosting Services may be subject to temporary interruptions due to causes beyond TLC's reasonable control, and such temporary interruptions will not be deemed to be a breach of any obligations under this Hosting Services Agreement.

4. Uptime Commitment

TLC will use its best efforts to ensure that the Hosted Solution is available 99.9% of the time (the "Uptime Commitment"). The Uptime Commitment will be measured as follows:

$$\text{Uptime Commitment} = (T - P - D) / (T - P) * 100\%$$

T=the total number of minutes in the respective month

P=planned outages (which will not exceed four (4) hours per month), telecommunications or power disruptions caused by third parties, any other causes beyond TLC's reasonable control, and excluding other times described herein.

D-the total number of minutes of unplanned downtime in the month.

TLC agrees to notify the Library promptly of any factor, occurrence, or event coming to its attention that may affect TLC's ability to meet the Uptime Commitment, or that is likely to cause any material interruption or disruption of the Hosting Services.

Notice of scheduled maintenance shall occur 3 days prior to scheduled downtime.

In the event planned emergency maintenance is required, TLC will make best efforts to

notify the Library as soon as possible in advance.

In the event of a disaster at TLC's Host Location data center, TLC will restore Hosting Services at one of TLC's alternate data centers within 2 hours of disaster declaration.

5. Hosted Solution Performance and Response Time Warranties, Testing, and Remediation

TLC agrees and warrants that:

- a. The Software, System, Hosting Services, and Hosted Solution will perform substantially in accordance with the Contract Documents and this Hosting Services Agreement, and if the Hosted Solution fails to perform within the response-time performance levels or functions and capabilities described herein, then TLC will make whatever enhancement to the Hosted Solution that is necessary to provide the contracted levels of performance and functionality as specified by this Hosting Services Agreement within a reasonable time frame and at no cost to the Library.
- b. During operation of the Hosted Solution under normal business conditions during hours of operations of Library in which the activities of users are not scripted to create pre-defined transaction mixes for purposes of stress-testing licensed software or the response-time performance or capacity of the licensed software, the Hosted Solution shall perform transactions with average response times of ≤ 2 seconds as measured at workstations connected to the Hosted Solution server at the Host Location.
- c. On demand during the term of this Hosting Services Agreement, a thirty (30) minute response time test can be conducted by the Library to determine whether the Hosted Solution is meeting response times of ≤ 2.5 seconds at the Library's locations for transactions using one (1) to three (3) workstations connected to the Hosted Solution.
- d. If the Library determines that the Hosted Solution is performing transactions at a Library site with an average response time of > 2.5 seconds, then TLC shall measure performance of transactions at the Host Location and if the average response time of the Hosted Solution is found to be > 2 seconds, then TLC will make whatever enhancement to the Hosted Solution that is necessary to provide average response times of ≤ 2 seconds as measured at workstations connected to the Hosted Solution server at the Host Location.

6. Acceptance of the System, Hosted Solution, and Hosting Services

- a. TLC agrees that the Library may test the performance of the System, Hosted Solution, and Hosting Services for an Acceptance Test Period of thirty days from the Installation Date and notify TLC of any non-conformance in performance of the Hosted Solution with the functionality and response times as specified in the Contract Documents and this Hosting Services Agreement.
- b. If, during the Acceptance Test Period the Library so notifies TLC of any such non-conformance, TLC shall use its best efforts to resolve each non-conformance, and

the Acceptance Test Period will then be re-started, during which Library may begin again testing of the Hosted Solution for thirty days from that time. Such testing will continue until the Library notifies TLC that the Hosted Solution is acceptable or until the Acceptance Test Period has expired without notification by the Library to TLC of a non-conformance.


In the event that any non-conformance cannot be resolved to the Library's satisfaction, TLC and the Library agree to engage in negotiations to establish an understanding and basis for the Library's continued use and acceptance of the System, Hosted Solution, and Hosting Services.



CITY OF ASTORIA
POLICE DEPARTMENT

March 17, 2014

MEMORANDUM

TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER PRO TEM
SUBJECT: CONTRACT FOR TOW SERVICES

DISCUSSION/ANALYSIS

The Police Department contracts for towing. The department has need to have vehicles towed in many circumstances: vehicles seized as evidence, vehicles seized because of certain license or insurance violations, vehicles seized because of DUII arrests, abandoned vehicles, junk ordinance violations and other vehicles which must be moved in the course of operations. It is in the best interest of the City to negotiate the terms of these in advance to fix the terms of the relationship. The towing contract also covers any vehicles owned by the City. The most recent contract with Classic Towing is expired. The City also maintains a non preference tow list that allows for a fair and equitable rotation of tows requested by private parties.

The Police Department issued a request for proposals including a proposed contract. This request for proposals was sent to five local tow companies. Only one vendor replied with a proposal. That proposal was from Classic Towing. The proposal is an increase in pricing from the contract negotiated in 2010. Proposed increases include: from \$85.00 for vehicles towed at any hour to \$100.00 for vehicles towed between 6:01 AM to 8:00 PM and \$135.00 for vehicles towed between 8:01 PM and 6:00 AM. Storage has increased from \$40.00 to \$50.00. Towing for City owned vehicles less than 8000 pounds remains \$65.00. Under the proposed contract, City owned vehicles over 8000 pounds will cost \$150.00. For reference, the curb weight for a 2WD 2013 Chevy Tahoe is 5,400 pounds.

Additionally, the Police Department has requested several financial remedies for violations of the contract. These remedies include:

- Late tow response or failure to be available for a tow call, \$75.
- Late arrival to release a vehicle, \$50.
- Release of vehicle without Police release, \$75 plus payment of uncollected release fee.
- Release of vehicle with a hold, \$150.
- Failure to clean up at accident scene, \$100.

These remedies are in response to perceived problems in some limited cases. Overall the response of Classic Towing over the term of the previous contract has been acceptable.

RECOMMENDATION

Staff recommends council approve the attached Tow Services Agreement with Classic Towing and authorize City Manager Pro Tem Estes and Mayor Van Dusen to sign the agreement.

A handwritten signature in dark ink, consisting of several overlapping, fluid strokes that form a stylized, somewhat abstract representation of the name 'Brad Johnston'.

Brad Johnston, Deputy Chief

TOW SERVICE CONTRACT

This Contract is entered into on the _____ day of _____, 20____, between the CITY OF ASTORIA, a municipal corporation, hereinafter referred to as "CITY" and Classic Towing LTD, hereinafter referred to as "COMPANY".

W I T N E S S E T H :

WHEREAS, the City by and through its authorized agents, causes certain motor vehicles to be towed and impounded.

WHEREAS, Chapter 6 of the Astoria Code and Oregon Law provide for the towing, impounding, storage and sale of motor vehicles under certain conditions.

NOW, THEREFORE, in consideration of the premises and of the mutual conditions and stipulations herein contained, it is hereby agreed as follows:

- (1) The City by and through its authorized agents shall notify Company that a certain motor vehicle, being particularly described and particularly located, is to be towed from such location to a certain storage area designated by the City. A guaranteed maximum response time not to exceed thirty (30) minutes, unless otherwise directed by the City, shall be required. Upon the declaration of an emergency by the Chief of Police or his designee, the City requires a guaranteed maximum response time of fifteen (15) minutes from the time of notification until arrival at the scene.
- (2) Company agrees that vehicles towed upon the request of the City to the Company's impoundment facility shall be available for redemption by the vehicle owner on a twenty-four (24) hour basis, seven (7) days weekly and upon payment of all charges against said vehicle. Company agrees that upon request for redemption by the vehicle owner, an agent of the Company shall arrive at the impound location within thirty (30) minutes from the time of notification.
- (3) City and Company will cooperate and comply with all provisions of Oregon Revised Statutes as now written or hereinafter amended, relating to tows, notice, hearing, storage, appraisal, redemption, liens and foreclosure of liens.

(4) Lien Processing.

(a) Company will advise the Astoria Police Department of its current lien procedures and Company will provide a copy of the current lien notification letter used for vehicles towed under this Tow Service Contract and a description of the timing and steps taken to assert and foreclose a possessory lien.

(b) Company will adhere strictly to the statutory requirements set forth in the Oregon Revised Statutes for lien foreclosure, disposition of vehicle contents, and collections.

(c) Unclaimed or unredeemed vehicles will be appraised in accordance with the requirements of ORS Ch. 819, as it may be amended, by a licensed vehicle appraiser.

(d) Company may comply with the procedure of ORS 819.215 as to vehicles appraised at a value of \$500 or less.

(e) At the expiration of the redemption period as prescribed by Oregon State Law, Company may assert or process any valid liens on all unclaimed or unredeemed vehicles.

(f) Proceeds of Foreclosure Sale. When any vehicle is sold under ORS 819.210 or .220, after deducting therefrom the costs of sale and the costs of tow, storage and preservation of the vehicle, the proceeds of the sale shall be transmitted to the City Finance Director for deposit in the General Fund.

(g) Company agrees to abide by Oregon Law related to the towing of vehicles, including ORS Ch 819, as now existing and as may be amended. ***Note that HB 2738, 2009, becomes effective on January 1, 2010. Provisions of Oregon Law prevail if they conflict with the procedures set forth in this Contract.*

(5) Towing services generally will be confined to the city limits of the City of Astoria, however, should the Company go beyond the city limits at the request of the City, the usual fees charged by the Company for such service will prevail.

(6) Company shall be entitled to a flat fee as hereafter set forth, whether or not such vehicle is an abandoned vehicle or one involved in a driving or traffic violation. Such flat fee shall be as follows:

\$100 for each tow ordered between the inclusive hours of 6:01a.m. to 8:00 p.m., and \$135 for each tow ordered between the inclusive hours 8:01 p.m. to 6:00 a.m. Vehicles, which are impounded because such vehicles are determined to have been abandoned, or seized by lawful police action, will

be stored by the Company at a cost not to exceed 50 Dollars daily. The Company agrees to accept responsibility for collecting the tow service and storage costs for impounded vehicles; neither the City nor the Police Department shall be liable for payment of costs for abandoned vehicles or vehicles seized by lawful police action.

Company agrees that when a vehicle is impounded or a hold is placed on the vehicle by the police department, the vehicle will not be released until the police department removes any hold.

Upon request of the Company, with regard to unusual circumstances which could require significant additional services, e.g., time and/or equipment, an additional charge may be allowed upon approval by the Chief of Police. Such request must be made by the Company within twenty-four (24) hours of the time of the tow or the next regular business day.

- (7) Police vehicles and other vehicles weighing up to 8,000 pounds owned by the City will be towed at a \$65 flat rate. Vehicles weighing 8,001 or more pounds will be towed at a \$150 flat rate.
- (8) Company shall comply with the requirements of ORS Ch. 825 and the Administrative Division 40, and file with the City proof that insurance requirements have been met, maintain a current and valid tow recovery plate and obtain other permits and licenses required by law or regulation for the towing of vehicles, and comply with all provisions of OAR Division 154.
- (9) Company agrees that all persons operating a tow vehicle for the City shall be required to maintain a current and valid Oregon motor vehicle operator license and any other applicable licenses and permits required by law or regulation for the towing of vehicles.
- (10) Indemnification. Company shall hold harmless, defend and indemnify the City and its officers, agents, employees, against all claims, demands, actions and suits (including all attorneys' fees and costs) brought against any of them arising from the Company's work or any of Company's subcontractor's, officers', agents', or employees' work or the work of anyone acting on behalf of Company under this Tow Contract.
- (11) Insurance.
- (a) Liability Insurance. The Company shall maintain public liability and property damage insurance that protects the Company and the City and its officers, agents, employees, from any and all claims, demands, actions and suits for damage to property or personal injury, including death, arising from the Company's work under this Tow Contract. Such insurance must provide coverage of not less than \$1,000,000 combined single limit per occurrence, with aggregate of \$1,000,000 for

bodily injury or property damage. The limits of the insurance will be subject to statutory changes as to maximum limits of liability imposed on municipalities of the State of Oregon during the term of the Tow Contract. The insurance will be without prejudice to coverage otherwise existing and will name City as an additional insured. The insurance will provide that the insurance will not terminate or be canceled without thirty-(30) days written notice first being given to the City. If the insurance is canceled or terminated prior to completion of the Contract, the Company shall provide a new policy with the same terms. The Company agrees to maintain continuous, uninterrupted coverage for the duration of the Contract. The insurance will include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by the Company.

(b) Garage Keepers Insurance. Company shall maintain primary fire and theft insurance (garagekeepers insurance) to protect stored vehicles in a minimum amount of \$100,000.

(c) Cargo Insurance. Company shall maintain primary cargo insurance in a minimum amount of \$50,000.

(d) In no case will the policy deductible exceed \$2,500.00 per event.

(e) The Company shall provide an endorsement for all vehicles used in performing services under this Tow Contract, for all insurance described in this section.

(f) Each tow truck used for Tow Contract tows must carry an insurance identification card with the VIN of the truck at all times.

(12) Vehicles impounded by the Police Department due to their evidentiary value, and City-owned vehicles, which are towed by the Company, will be stored at the City storage area. Access to the storage facilities used by the Police Department shall be made available to the Company by the Police Department. The Company shall leave a copy of their invoice giving particulars about the tow, including the date, time and charges, location and license number or other vehicle identification.

(13) It is further agreed and understood that Company is not an agent, representative or employee of the City or of its Police Department, or any City official but to the contrary, said Company is an independent contractor.

(14) The duration of this Contract shall be for the period beginning April 1, 2014 and ending April 1, 2017 Company agrees that it shall perform its duties in accordance with the provisions of this Contract, and all work will be conducted in a proper and workmanship-like manner throughout the term of the agreement. Company understands that failure to perform its duties in accordance with

the provisions of this Contract or in a proper manner shall be cause for the City to immediately cancel this Contract without regard for notice. Failure to comply with any of the terms of this Contract relative to the specifications shall be grounds for immediate termination of the agreement.

(15) Company hereby acknowledges that the service shall be available on a twenty-four (24) hour basis, seven (7) days weekly, throughout the entire period of the contract. The contract is considered a twenty-four (24) daily on-call service.

(16) Company agrees to secure and maintain a current and valid City of Astoria Occupational Tax Receipt.

(17) Company may not assign or subcontract any interest in this Contract without having first secured the written consent of the City. No other parties may be added to this Contract without the notification of all parties that are signatories of this Contract, and consideration is given to a petition to join by the City Council at a regularly scheduled basis.

(18) Remedies. Violations of the terms of this contract are subject to the following financial remedies. Such remedies will be invoiced by the City to the Company.

(a) Late tow response or failure to be available for a tow call. \$75

(b) Late arrival to release a vehicle \$50

(c) Release of vehicle without police release \$75 plus payment of uncollected release fee.

(d) Release of vehicle with a hold \$150.

(e) Failure to clean up at accident scene. \$100

(19) In the event legal 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 attorneys' fees at trial or on appeal of such suit or action, in addition to all other sums provided by law. The prevailing party shall be entitled to damages based on the actual and projected costs incurred as a result of the failure of the other party to fulfill the terms of this Contract.


(20) City is subject to public contracting law in the State of Oregon. Therefore, the parties hereby incorporate by reference the required contract provisions of ORS 279B.220, .230 and.235.

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

CITY OF ASTORIA

COMPANY

By: _____
Willis Van Dusen, Mayor

By: 
Richard Smith, Owner

By: _____
Brett Estes, City Manager Pro-Tem

APPROVED AS TO FORM:



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Blair Henningsgaard, City Attorney



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

March 12, 2014

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER PRO TEM

SUBJECT: **AUTHORIZE SOLID WASTE ENGINEERING CONSULTANT SERVICES –
ASTORIA LANDFILL**

DISCUSSION/ANALYSIS

The City has been working diligently to accomplish the closure of the old City Landfill located at 1800 Williamsport Road within the southeast municipal boundaries of the City of Astoria. The landfill was operated from 1965 until 1985 when land filling activities ceased and a transfer station began operation. While Recology continues to operate the transfer station, the City is in the process of closing the landfill at the direction of the Oregon Department of Environmental Quality (DEQ) as prescribed in our recently approved Landfill Closure Plan. Under the framework of the previously approved Four Party Agreement, staff is working on multiple aspects of the project including assisting the development of the new Sports Complex.

In October 2012, Council authorized a contract for solid waste engineering services to Maul Foster Alongi (MFA). The contract included seven tasks as follows: 1) Landfill Gas Characterization, 2) Develop Design Basis Memorandum, 3) Prepare an Engineering Report (Landfill Closure Plan), 4) Assist City with DEQ Agreements, 5) Stormwater Management and Wetland Permitting Assistance, 6) Groundwater Monitoring Improvements, and 7) Landfill Gas Building System Design. MFA has completed all of these tasks to the satisfaction of DEQ and has received very positive feedback on the quality of their work. During the development of this work the DEQ has identified additional tasks that need to take place as a part of the Post-Closure of the Landfill.

Following is an outline of the tasks that are included in the new scope of work:

Task 1 – Post Closure Documentation – this task includes the development of Environmental Monitoring Plan and a Post Closure Plan to govern the operation, monitoring and maintenance activities at the landfill.

Task 2 – Closure Permit Development Assistance – this task includes consultant assistance reviewing the DEQ developed Closure Permit/Consent Agreement on an as-needed basis.

Task 3 – Pre-Occupancy Monitoring & Testing – this task includes consultant inspection and monitoring of gas and training of City staff so staff can do all future testing in-house.

Task 4 – DEQ Closure Certification – DEQ requires that the solid waste consultant perform a final inspection of all closure activities at the site and prepare a certification letter.

Task 5 – Post Construction Support – this task is reserved for any follow up questions and training once City staff has been trained to test for methane gas presence at the site.

Task 6 – Financial Assurance Estimate – this task includes assisting staff with the preparation of an Initial Certificate of Financial Assurance. This document is required by DEQ to assure that the City has allocated adequate funds to perform all Post Closure monitoring and maintenance.

The scope defined above has been reviewed by the DEQ and at this time we do not anticipate any additional work that will be required of the consultant. The work in the amount of \$33,850.00 will be funded through the Landfill Reserve Fund which was established to support closure activities.

The attached contract has been reviewed and approved as to form by the City Attorney Blair Henningsgaard.

RECOMMENDATION

It is recommended that City Council execute a contract with Maul Foster Alongi for a total not to exceed amount of \$33,850.00 for solid waste engineering services for the Landfill Closure Project.

Submitted By 
Ken Cook, Public Works Director

Prepared By 
Jeff Harrington, City Engineer

**CITY OF ASTORIA
CONTRACT FOR PERSONAL SERVICES**

CONTRACT:

This Contract, made and entered into this _____ day of _____, 2014 by and between the City of Astoria, a municipal corporation of the State of Oregon, hereinafter called "CITY", and Maul Foster & Alongi, Inc. (MFA), 400 East Mill Plain Blvd., Suite 400, Vancouver, WA 98660 hereinafter called "CONSULTANT", duly authorized to perform such services in Oregon.

WITNESSETH

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

WHEREAS, CONSULTANT 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. CONSULTANT SERVICES

- A. CONSULTANT shall perform professional services, as outlined in the Attachment A, to the City of Astoria regarding the Astoria Landfill Closure/Redevelopment.
- B. Consultant's services 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. The CONSULTANT'S services shall be performed as expeditiously as is consistent with professional skill and the orderly progress of work.

2. COMPENSATION

- A. The CITY agrees to pay CONSULTANT a total not to exceed \$33,850.00 for performance of those services provided herein;
- B. The CONSULTANT will submit a billing upon the completion of work.
- C. CITY certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract.

3. CONSULTANT IDENTIFICATION

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

4. CITY'S REPRESENTATIVE

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

5. CONSULTANT'S REPRESENTATIVE

For purposes hereof, the CONSULTANT'S authorized representative will be Neil Alongi, Vice President, Maul Foster & Alongi Incorporated.

6. CITY'S OBLIGATIONS

In order to facilitate the work of the CONSULTANT as above outlined, the CITY shall furnish to the CONSULTANT 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 CONSULTANT, assisting the CONSULTANT with making contacts and facilitating meetings, as necessary.

7. CONSULTANT IS INDEPENDENT CONSULTANT

A. CONSULTANT'S services shall be provided under the general supervision of City's project director or his designee, but CONSULTANT shall be an independent consultant for all purposes and shall be entitled to no compensation other than the compensation provided for under Section 2 of this Contract,

B. CONSULTANT acknowledges that for all purposes related to this Contract, CONSULTANT is and shall be deemed to be an independent CONSULTANT 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 CONSULTANT 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 CONSULTANT under the terms of the Contract, to the full extent of any benefits or other remuneration CONSULTANT 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 CONSULTANT or a third party) as a result of said finding.

C. The undersigned CONSULTANT 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 CONSULTANT, 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 CONSULTANT breaches any of the terms herein and fails to cure such breach within 10 days after receiving notice thereof, or in the event of any of the following: Insolvency of CONSULTANT; voluntary or involuntary petition in bankruptcy by or against CONSULTANT; appointment of a receiver or trustee for CONSULTANT, or any assignment for benefit of creditors of CONSULTANT. 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. CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT, 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, CONSULTANT 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, consultant, or others resulting from or arising out of CONSULTANT'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 CONSULTANT 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 CONSULTANT.

With regard to Professional Liability, CONSULTANT 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 to the extent it arises out of CONSULTANT'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 CONSULTANT and the Client, this indemnification and agreement to assume defense costs applies only to the extent of negligence of CONSULTANT.

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

16. INSURANCE

Prior to starting work hereunder, CONSULTANT, at CONSULTANT'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. CONSULTANT shall obtain, at CONSULTANT'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 consultants, subconsultants 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. CONSULTANT shall obtain, at CONSULTANT'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 CONSULTANT'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, CONSULTANT 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. Professional Liability Insurance. The CONSULTANT shall have in force a policy of Professional Liability Insurance in an amount not less than \$1,000,000 per claim and \$2,000,000 aggregate. The CONSULTANT shall keep such policy in force and current during the term of this contract.

E. 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 CONSULTANT 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 CONSULTANT shall have a current City of Astoria business license (occupational tax). Before permitting a sub-consultant to begin work, CONSULTANT shall verify that sub-consultant has a current City of Astoria business license.

18. WORKMEN'S COMPENSATION

The CONSULTANT, its subconsultants, 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

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

CONSULTANT shall pay all contributions or amounts due the Industrial Accident Fund from CONSULTANT or any subconsultants incurred in the performance of the contract.

CONSULTANT 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.

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

20. PAYMENT OF MEDICAL CARE

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

21. 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).

22. USE OF ENGINEER'S DRAWINGS AND OTHER DOCUMENTS

The CITY retains all drawings and other documents prepared by the CONSULTANT for the project after payment to CONSULTANT.

CONSULTANT will not be held liable for reuse of documents or modifications thereof for any purpose other than those authorized under this Agreement.

23. STANDARD OF CARE

The standard of care applicable to consultant's services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time CONSULTANT'S services are performed. CONSULTANT 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 CONSULTANT and has no third party beneficiaries.

25. ASSIGNMENT

This contract is personal to Consultant and may not be assigned or any work subcontracted without consent from the CITY.

26. SEVERABILITY AND SURVIVAL

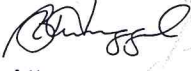
If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability shall survive termination of this Agreement for any cause.

27. COMPLETE CONTRACT

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



Digital Signature by
com.apple.idm.appleid.prd.49317566476d423
867754144546f593246744d354e773d3d
DN:
c=us,com.apple.idm.appleid.prd.49317566476d
423867754144546f593246744d354e773d3d
Date: 2014.03.12 09:32:13 -0800

Attorney

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

BY: _____
Mayor Date

BY: _____
City Manager Date

BY: _____
Consultant Date

ATTACHMENT A

MFA WORK ORDER AUTHORIZATION

Between Maul Foster & Alongi, Inc. (MFA) and City of Astoria (Client).

The work is authorized under a City of Astoria Contract for Personal Services, dated _____, 2014.

MFA Project No.: 0097.02.05

Work Order No.: 1

Project Name: City of Astoria Landfill – Post Closure Assistance

Project Location: 1800 Williamsport Road, Astoria, OR

SCOPE OF WORK

Task 1, Post Closure Documentation. DEQ has indicated that the closed landfill will require an Environmental Monitoring Plan and a Post-Closure Plan to govern the operation, monitoring, and maintenance activities at the landfill. The scope assumes that surface water monitoring will either be consistent with stormwater monitoring under the current landfill NPDES permit, or that no stormwater monitoring will be required after the NPDES permit is closed for the landfill. The documents will be structured to address activities associated with the landfill as required by the closure permit, and activities associated with redevelopment as required by a Consent Agreement. Drafts of the documents will be prepared in April (prior to completion of construction) to facilitate development of the Closure Permit and Consent Agreement. Final documents will be delivered following the completion of all construction activities, anticipated to be October.

Task 2, Closure Permit Development Assistance. This task has been added to address requests from the City to review the draft closure permit and/or Consent Agreement on an as needed basis. MFA has assumed minimal time for Neil Alongi and Erik Bakkom to assist the City with this process.

Task 3, Pre-Occupancy Monitoring & Training. Pre-Occupancy landfill gas inspection and monitoring of the landfill and sports complex will be required by DEQ prior to clearing the site for public use. MFA will use this opportunity to train City staff in the correct use of the City procured methane gas meter (MFA will not rent or provide alternate meters), data recording procedures, and reporting protocols for methane monitoring events to be described in the Post Closure Documentation (Task 1). MFA has assumed that the Pre-Occupancy monitoring event will require one full day at the site with City staff, and up to one additional day during the same trip for follow-up training and/or troubleshooting.

Task 4, DEQ Closure Certification. MFA will perform analysis and reporting to demonstrate landfill closure certification for DEQ. MFA assumes that the construction certification that is required by the City for public improvements and site-development work will address most of the DEQ certification requirements. MFA will perform and provide a supplemental analysis of the final landfill cap thicknesses and prepare a map of impervious surface and installed subsurface utility locations based on the final site survey (as-built).

Task 5, Post Construction Support. MFA has assumed that follow on support will be required for City gas monitoring staff or to address other periodic questions with regard to post-closure maintenance or other issues.

Task 6, Financial Assurance Estimate. Following the completion of site construction activities, the Environmental Monitoring Plan, the Post-Closure Plan, and pre-occupancy monitoring, MFA will base the financial assurance documentation on the 2013/2014 Monitoring Cost Estimate structure with updates to reflect maintenance of the closed landfill facilities (separate from occupancy monitoring of the structures) as identified in the Post Closure Operation and Maintenance Plan. The City will utilize this information in preparing their financial assurance demonstration for DEQ.

SCHEDULE OF WORK

MFA will begin work within 7 days of receiving authorization to proceed. Estimated time for completion is December, 31, 2014.

ESTIMATED COST OF WORK

The estimated cost to complete the scope of work is \$33,850. This amount will not be exceeded without City approval. This cost estimate does not represent a lump sum. MFA bills on a time and materials basis. MFA may apply money from one task to another to complete the scope of work.

**Estimated Budget
City of Astoria
Landfill Post Closure Assistance**


| Task | Maul Foster & Alongi, Inc. | | | Subcontractors | Total |
|---|----------------------------|----------|--------|----------------|-----------------|
| | Hours | Labor | Direct | | |
| 1 Post Closure Plans | 156 | \$17,860 | \$450 | \$0 | \$18,310 |
| 2 Closure Permit Development Assistance | 12 | \$2,080 | \$0 | \$0 | \$2,080 |
| 3 Pre Occupancy Monitoring & Training | 39 | \$4,720 | \$750 | \$0 | \$5,470 |
| 4 DEQ Closure Certification | 30 | \$3,500 | \$490 | \$0 | \$3,990 |
| 5 Post Construction Support | 20 | \$2,720 | \$0 | \$0 | \$2,720 |
| 6 Financial Assurance Estimate | 10 | \$1,280 | \$0 | \$0 | \$1,280 |
| Total Estimated Cost | | | | | \$33,850 |



March 10, 2014

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER PRO TEM

SUBJECT: **CONDUCT PUBLIC HEARING – PROPERTY SALE – 2800 BLOCK OF GRAND AVENUE**

DISCUSSION/ANALYSIS

An offer to purchase a portion of excess City property has been received from Herb Mindt and Bill Jablonski. The lot is located in the 2800 block of Grand Avenue, (Tax Lot 5400, Map T8N R9W, Section 9CB, Shively). Mr. Mindt and Mr. Jablonski are adjacent property owners, whose property is located at 741 29th Street. The lot is 50' by 150', 7500 square feet or .23 acres, and fronts on Grand. It is zoned R-2. The original asking price was \$20,000, after discussions with the buyers, staff recommends a selling price of \$15,000 for this parcel. The reduction in price is based, in part, on the work the buyers have done in retaining the slope on the City property, as evidenced by the attached receipt. For reference, an aerial photo, assessor's map, City Planner's report on the property, and invoice for improvements are attached to this memo.

At their March 4, 2014 meeting the City Council acted to schedule a public hearing on the proposed sale for the next Council meeting on March 24, 2014.

RECOMMENDATION

It is recommended that Council conduct the public hearing, after which, the City Council approve or deny the sale of excess City property located in the 2800 Block of Grand Avenue.

Submitted By: _____


Ken P. Cook, Public Works Director

Prepared By: _____


MIKE MORGAN
Mike Morgan, Special Projects Consultant



CITY OF ASTORIA
Founded 1811 • Incorporated 1856



**CITY OF ASTORIA
PROPERTY SALES PROGRAM
PROPOSED PROPERTY SALE**

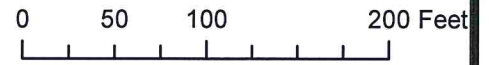
| | |
|--------------------------------|---|
| Address: | 2800 Block of Grand |
| Map: | T8N R9W Section 9CB, Tax lot 5400, Lot 2 Block 35 Shively |
| Size & Description: | 7500 square feet, 50 x 150, .23 acres moderate slope, not listed on the BLI |
| Zone: | R-2, Medium Density Residential |
| Access: | Grand Avenue |
| Buyer: | Herb Mindt and Bill Jablonski, (adjacent owners), 741 29th Street |
| Asking Price: | \$20,000 |
| Offer: | \$15,000 |

City of Astoria Property For Sale
Lot 2, Block 35
Shively's, Astoria

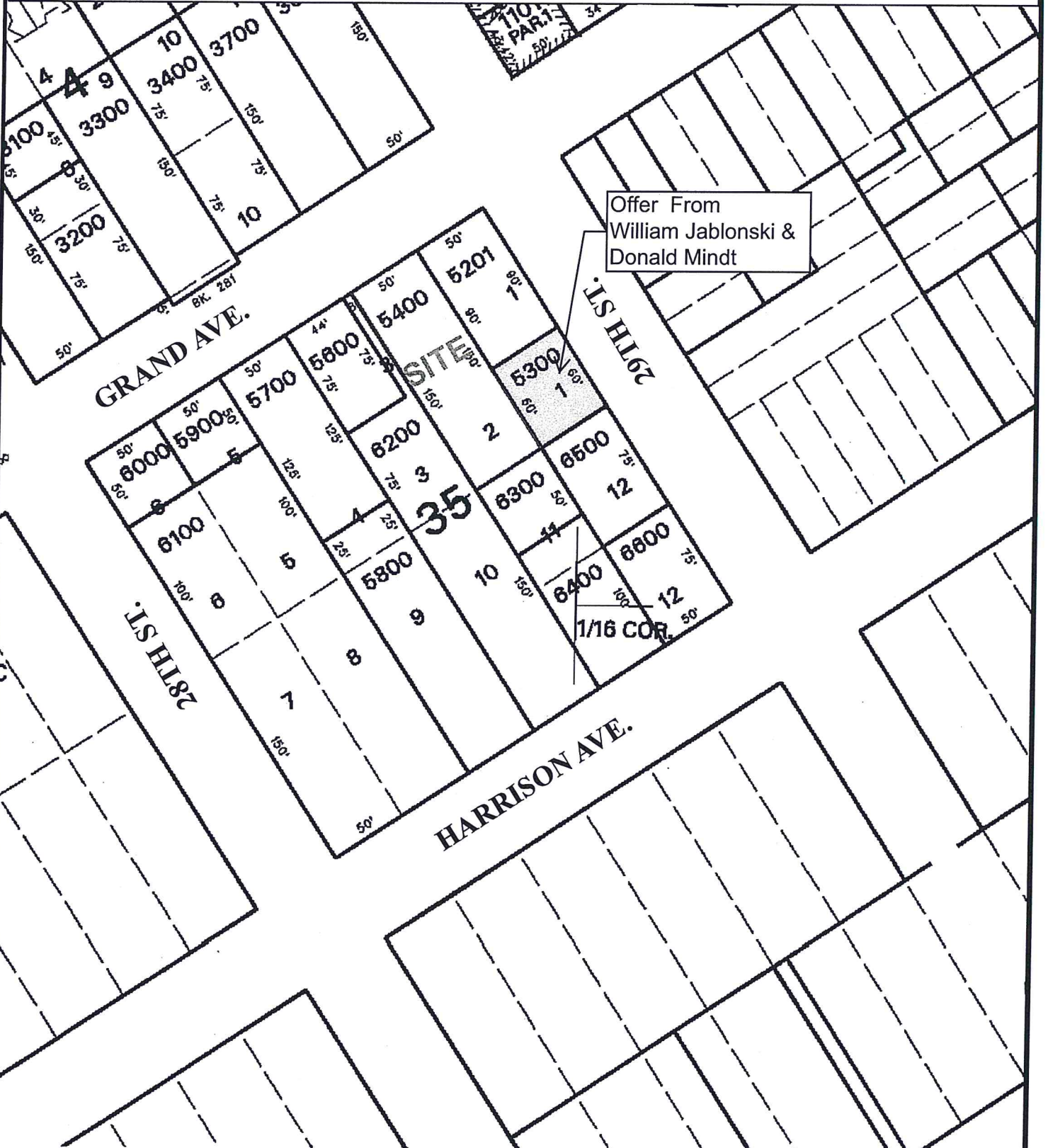
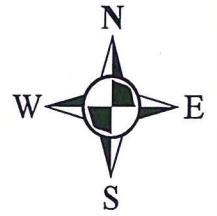


Legend

-  Properties With Written Offer
-  Offeree



City of Astoria Property For Sale
Lots 2, Block 35
Shively's, Astoria





CITY OF ASTORIA
Founded 1811 • Incorporated 1856

COMMUNITY DEVELOPMENT

July 15, 2013

RE: City-Owned Property

2800 Block Grand
Map T8N-R9W Section 9CB, Tax Lot 5400
Lots 2, Block 35, Shively

50' wide x 150'; 7,500 square feet, 0.22 acres

R-2 Zone, Low Density Residential

Minimum Standards:

Lot dimensions: minimum 45' wide, minimum 90' deep

Lot size: minimum 5,000 square feet for single-family dwelling; 7,500 square feet for two-family dwelling

Setbacks: 20' front, 15' rear, 5' sides (15' street side and 5' rear for corner lot) to any portion of structure 12" above grade

Off-street parking: two spaces per unit

Lot coverage: maximum 40% of the lot may be covered with structures

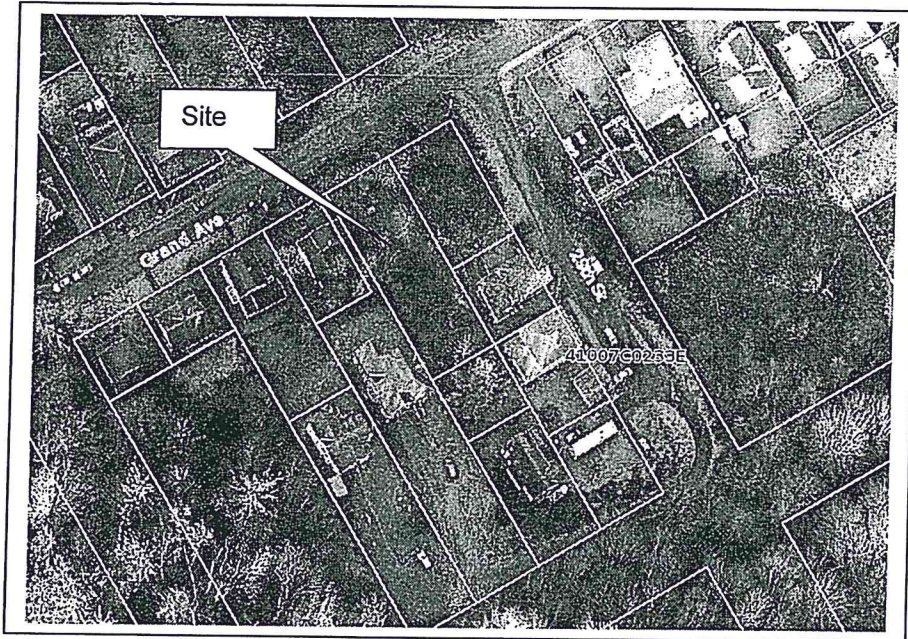
Buildable Lands Inventory: not listed

The above noted parcel is located in a residential zone that allows single-family dwelling on 5,000 square feet of land. The site could accommodate approximately a single-family or two-family dwelling.

The site is not within 100' of a known geologic hazard area. The property is not designated as historic and is adjacent to a site designated as historic. New Construction would require design review by the Historic Landmarks Commission. The lot is located in Zone X, "Areas determined to be outside the 0.2% annual chance floodplain", of the Flood Insurance Rate Map, Community Panel Number 410028-0233-E, dated September 17, 2010.

Grand Avenue is a 60' wide right-of-way improved with roadway and sidewalks on both sides. 29th Street is a 60' right-of-way improved with a substandard road. The lot sits slightly above Grand Avenue. The adjacent lot to the east (Map T8N-R9W Section 9CB, Tax Lot 5201) is vacant and if the lots were combined and/or an access easement across the lot obtained, access to the buildable portion of the lot would be easier.

There is water and sewer in the neighborhood.



This letter reflects the Codes in force at the time this letter was written and does not preclude any future adopted amendments to the Codes which would apply to the properties.

If you have any questions, or need additional information, please contact me at 503-338-5183 or rjohnson@astoria.or.us.

Sincerely,

THE CITY OF ASTORIA

Rosemary Johnson
Planner

2800 Block Grand
Geologic Map



Alex DeJesus
 419 SW Cedar Ave
 Warrenton OR 97146

469433

| CUSTOMER'S ORDER NO. | | DATE | |
|----------------------|----------------------------|------------------|--------------------------------------|
| | | 6/16/07 | |
| NAME | | | |
| Bill Gablonski | | | |
| ADDRESS | | | |
| 741 29 ST | | | |
| CITY, STATE, ZIP | | | |
| Astoria OR 97146 | | | |
| SOLD BY | CASH | C.O.D. | CHARGE ON ACCT. MDSE. RETD. PAID OUT |
| | | | |
| QUAN. | DESCRIPTION | PRICE | AMOUNT |
| 1 | Landscape Mark | | |
| 2 | City Number | | 1027 81 |
| 3 | Clot | | 50 00 |
| 4 | Sod | | 575 77 |
| 5 | Gravel | | 226 80 |
| 6 | Gravel | | 226 80 |
| 7 | Stamp Gravel | | 166 |
| 8 | Rent for tractor and tools | | 300 00 |
| 9 | | | 3257 33 |
| 10 | Labor | | 4050 |
| 11 | | | 7307 |
| 12 | Thank You | | - 120 50 d |
| RECEIVED BY | | total \$ 7187 33 | |

adams 4705

KEEP THIS SLIP FOR REFERENCE

PD 1,200 7/11/07



**CITY OF ASTORIA
COMMUNITY DEVELOPMENT
DEPARTMENT**

March 21, 2014

TO: ASTORIA CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER PRO TEM

SUBJECT: BUILDING CODES PERMIT FEE INCREASE REQUEST

Discussion/ Analysis

In July 1994, the City of Astoria assumed the administration and enforcement of the building inspection program for property within the City limits of Astoria, excluding the Electrical Program. The City has continued with the program since that date. Over the years, the City has contracted with various firms for the services of Building Official and Building Inspectors, with a City employee Building Permit Tech. In 2011, the City hired a full time Building Official/Code Enforcement Officer and currently contracts with Clatsop County through an Intergovernmental Agreement for plumbing services. Hiring a full time position allowed for additional service hours for the public and to provide an enhanced focus on code enforcement activities.

Since assuming the program in 1994, the City has increased building permit fees only once in 2004 (Resolution 04-27) and an amendment to those fees in 2005 (Resolution 05-01) to bring the City fees into alignment with State fee system. Clatsop County, the City of Seaside, and the City of Warrenton currently have adopted fees that are higher than the current permit fee levels at the City. By State law, Astoria's building permit program is funded through fees collected at the time of permit issuance.

Program income for FY2011-12 was \$155,775 with program expenses of \$181,001 leaving an income deficit of \$25,226. As a comparison, program income for FY2012-13 was \$110,175 with program expenses of \$176,828 for an income deficit of \$66,653 for that fiscal year. The deficit for these years was paid from the Building Permit Reserve Fund. During the FY2013-14 budget process, staff analyzed this trend and determined the Building Permit Reserve Fund could be depleted within a couple years without any changes, assuming building permit levels did not increase significantly.

As a result of the analysis, the position of Building Permit Technician was reduced from full to half time to reduce costs in 2013. Furthermore, the Building Code Division's budget was reduced for FY2013-14. Even with these reductions, permit revenue will not cover expenses.

During the FY2013-14 budget cycle, then City Manager Paul Benoit explained that staff would be reviewing the building permit fee schedule and may propose increases in the future. Staff subsequently reviewed Astoria's fees versus those in other Clatsop County jurisdictions.

A new fee schedule was developed which would propose increases that would place Astoria's fees in line with other Clatsop County jurisdictions.

Attached is a resolution with the proposed new fee schedule. Also attached is a comparison of the current fees and proposed fees as well as a comparison of fees for other Clatsop County Jurisdictions.

Recommendation

It is recommended that the Council adopt the attached Fee Resolution with an enactment date of May 1, 2014.

Prepared by: Jack Applegate
Jack Applegate, Building Official/ Code Enforcement Officer

Through: Rosemary Johnson
Rosemary Johnson, Planner

**CITY OF ASTORIA
STRUCTURAL PERMIT FEES**

| Fee Description | Current Fees | Proposed Fee |
|--|---|--|
| <p>Building Permit Fees:</p> <p>The International Code Council Building Valuation Data Table, current as of April 1 each year, is used to calculate the project value and is based on the type of construction and proposed building use. Project value is then applied to the table below to determine the building permit fee.</p> <p>Use total value of construction work determined above to calculate the Building Permit Fee below:</p> | | |
| \$1 - \$2,000 | \$13.00 - \$42.25 | \$65.00 minimum fee |
| \$2,001 - \$25,000 | \$42.25 for the first \$2,000 plus \$7.80 for each additional \$1,000 or fraction thereof | \$110.00 for the first \$2,000 plus \$10.53 for each additional \$1,000 or fraction thereof |
| \$25,001 - \$50,000 | \$221.65 for the first \$25,000 plus \$5.85 for each additional \$1,000 or fraction thereof | \$352.00 for the first \$25,000 plus \$7.90 for each additional \$1,000 or fraction thereof |
| \$50,001 - \$100,000 | \$367.90 for the first \$50,000 plus \$3.90 for each additional \$1,000 or fraction thereof | \$549.00 for the first \$50,000 plus \$5.27 for each additional \$1,000 or fraction thereof |
| <p>\$100,001 and up.....</p> <p><i>*Definition of Valuation: The valuation to be used in computing the permit fee and plan check fee shall be the total value of all construction work for which the permit is issued, as well as all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire extinguishing systems and other permanent work or equipment, and the contractor's profit as determined by the Building Official.</i></p> | \$562.90 for the first \$100,000 plus \$3.25 each additional fraction thereof | \$813.20 for the first \$100,000 plus \$4.39 for each additional \$1,000 or fraction thereof |
| Building Plan Check Fee | 65% of building permit fees | No change |
| <p>Manufactured Dwelling Permits:</p> <p>Installation permit <i>Fee includes: concrete slab, code compliant runners or foundations, electrical feeder, first 100 lineal feet of plumbing connections, all cross-over connections and Administrative fee.</i></p> <p><i>**Accessory structure fees will be assessed based on the value of construction determined under the Building Permit Fee section above.</i></p> <p><i>*Utility connections beyond 100 lineal feet will be assessed separate plumbing fees determined under the Plumbing Permit, Plan Check & Inspection Fee section of this Schedule.</i></p> | \$190.00* | Now includes Administrative fee No increase |
| <p>Additional Plan Review Fee <i>For consultation, coordination and inquiries related to changes, additions or revisions after initial application submittal.</i></p> | \$60.00/hr (minimum charge \$60.00) | \$65.00/hr One hour minimum |

**CITY OF ASTORIA
STRUCTURAL PERMIT FEES**

| Fee Description | Current Fees | Proposed Fee |
|---|--|---|
| Alternative Materials and Methods <i>Hourly rate charged per person involved in review.</i> | None | \$65.00/hr |
| Building Demolition Permit Fee | Apply Building Permit Fees (above) based on total project value Minimum fee \$65.00 | No change except minimum fee |
| Residential Fire Sprinklers <i>Fee includes inspections and plan review. Fee determined by square footage of work covered.</i> | | |
| 0 to 2,000 sq ft..... | | \$150.00 |
| 2,001 to 3600 sq ft..... | | \$200.00 |
| 3,601 to 7,200 sq ft..... | | \$300.00 |
| >7,200 sq ft..... | | \$400.00 |
| Expired Application Processing Fee <i>Hourly rate charged for actual time spent processing and reviewing applications for permits that are never issued. Credit is given for paid plan check fees.</i> | None | \$65.00/hr |
| Fire/Life Safety (F/LS) Plan Check Fee | 40% of building permit fees when F/LS plan review is required | No change |
| Foundation Only Permit | Apply Building Permit Fees (above) based on 20% of total project value | Apply Building Permit fees (above) based on 20% of total project value + deferred fee |
| Inspections for Which No Fee is Specifically Indicated | \$60.00/ea | \$65.00/hr One hour minimum |
| Inspections Outside of Normal Business Hours | \$60.00/hr (\$60.00 minimum) | \$65.00/hr One hour minimum |
| Permit Extension (first one free) | None | \$50.00 |
| Permit Renewal (Expired Permit Reinstatement Fee) <i>Fee for renewal of a permit that has been expired for one year or less, provided no changes have been made in the original plans and specifications for the work. A permit may only be renewed once. Permits that have been expired longer than one year cannot be renewed, you must reapply for new permits.</i> | ½ of total permit fees using permit rates at time of renewal | No change |

**CITY OF ASTORIA
STRUCTURAL PERMIT FEES**

| Fee Description | Current Fees | Proposed Fee |
|--|---|--|
| Investigation Fee – Expired Permits <i>Hourly rate charged for research, travel time and time spent on site ensuring fire and life safety requirements are satisfied.</i> <i>Fee is in addition to permit renewal fee.</i> | \$60.00/hr (minimum charge \$60.00) | \$65.00/hr |
| Phased Permit Fee <i>Coordination fee charged in addition to normal plan review and permit fees; base fee includes required predevelopment meeting.</i> <i>Fee assessed on each phase of a project</i> | \$100 or \$250 per phase – dependent on value of project | \$275.00 + 10% of the total building permit fee for each phase of work. Not to exceed \$1,500 for each phase |
| Re-inspection Fee | \$60.00/ea | \$65.00/hr |
| Change of Occupancy Permit/No other work being done | \$25.00 | \$65.00/hr |
| Commercial Deferred Submittal Fee | \$100-\$250 per item | 65% of the value of the building permit fee calculated & using the value of the deferred portion + \$150 |
| Residential Deferred Submittal Fee | None | 65% of the value of the building permit fee calculated & using the value of the deferred portion + \$150 |
| Solar Installation Permit: Installations in compliance with section 305.4 of the Oregon Solar Installation Specialty Code All other installations..... <i>*Valuation includes structural elements of solar panels, including racking, mounting elements, rails, and the cost of labor to install. Valuation does not include the cost of solar equipment, including collector panels and inverters.</i> <i>Separate electrical fees also apply.</i> | \$99.00 includes one inspection Apply building permit fees (above) | Additional inspections-\$65.00 each No change |
| Temporary Certificate of Occupancy – Residential – first 30 day - free | None | \$65.00 |
| Temporary Certificate of Occupancy – Commercial – first 30 day - free | None | \$100.00 |
| Appeal to City Council | \$25.00 | No Change |

**CITY OF ASTORIA
STRUCTURAL PERMIT FEES**

| Fee Description | Current Fees | Proposed Fee |
|--|---|---|
| <p>School District Construction Excise Tax <i>(Authorized by ORS 320.170 thru ORS 320.189)</i></p> <p><i>Applies to construction within Astoria School District in the City of Astoria.</i></p> | <p>The construction excise tax is assessed as a dollar rate per square foot of construction which is collected by the City of Astoria and forwarded to the school district assessing the tax for capital improvement project funding.</p> | <p>No change</p> |
| <p>Investigation Fee A</p> | <p>Low effort to determine compliance.</p> | <p>\$97.50</p> |
| <p>Investigation Fee B</p> | <p>Medium effort to gain compliance. Stop Work order posted. Applicant obtains required permit within 10 business days.</p> | <p>\$130.00</p> |
| <p>Investigation Fee C</p> | <p>High effort to gain compliance. Applicant failed to meet deadline or has had more than one documented violation in 12 months for starting work without permits.</p> | <p>\$250.00 or hourly rate whichever is greater</p> |
| <p>State Surcharge and Training Fees*</p> <p><i>*The amount of the State surcharge is established by the State of Oregon on building permit fees, electrical permit fees, mechanical permit fees, plumbing permit fees, manufactured home permit fees, grading fees, and the hourly fees charged under the Master Permit program. The surcharge is subject to change by the State and is collected by the City and passed through to the State.</i></p> <p><i>(12 percent as of October, 2010)</i></p> | <p>Per State established fee.</p> | <p>No change</p> |

CITY OF ASTORIA MECHANICAL PERMIT FEES

| Fee Description | Current Fees | Proposed Fees |
|--|--|--|
| Plan Check Fees | 25% of mechanical permit fees when plan review is performed | No change |
| Minimum Permit Fee | Issuance \$13.00 | \$65.00 |
| Permit Fees for One- and Two-Family Dwellings: Mechanical Equipment:* | | |
| Clothes dryer, exhaust fan, kitchen hood | \$3.90 | \$15.00 each |
| Fuel burning (incl. vents, chimney, flues, etc)..... | \$7.80 | \$30.00 each |
| All other appliances and equipment..... | \$13.00 | \$30.00 each |
| Gas Piping: | | |
| One to four outlets | \$2.60 | \$12.00 |
| Additional outlets (each) | \$.65 each | \$ 2.50 each |
| Alteration to mechanical equipment or system | \$7.80 | \$24.00 |
| <i>*Mechanical equipment for one- and two-family dwellings includes, but is not limited to: wood stove, fireplace insert, furnace and its attached add-ons (e.g. cooling coil and air filter), pellet stove, heat pump condenser unit, log lighter, portions of boiler not regulated by the State, pool heater, sauna.</i> | | |
| <i>The following items are included in the base fee, separate fees will not be assessed: filter, volume damper, fresh air intakes, electric water heater regulated by plumbing code, duct work, control units or thermostats and similar equipment.</i> | | |
| Permit Fees for Commercial, Industrial and Multi-Family Residential: <i>Use the total value of mechanical construction work to calculate the Mechanical permit fee.</i> | | |
| \$1 - \$2,000..... | \$13.00 - \$42.25 | \$65.00 minimum |
| \$2,001 - \$25,000..... | \$42.25 for the first \$2,000 plus \$7.80 for each additional \$1,000 or fraction thereof | \$75.00 for the first \$2,000 plus \$7.80 for each additional \$1,000 or fraction thereof |
| \$25,001 - \$50,000..... | \$221.65 for the first \$25,000 plus \$5.85 for each additional \$1,000 or fraction thereof | \$243.80 for the first \$25,000 plus \$5.85 for each additional \$1,000 or fraction thereof |
| \$50,001 - \$100,000..... | \$367.90 for the first \$50,000 plus \$3.90 for each additional \$1,000 or fraction thereof | \$404.70 for the first \$50,000 plus \$3.50 for each additional \$1,000 or fraction thereof |
| \$100,001 and up..... | \$562.90 for the first \$100,000 plus \$3.25 for each additional \$1,000 or fraction thereof | \$619.20 for the first \$100,000 plus \$3.50 for each additional \$1,000 or fraction thereof |
| Additional Plan Review Fee <i>For consultation, coordination and inquiries related to changes, additions or revisions after initial application submittal.</i> | \$60.00 (minimum charge – one half hour) | \$65.00/hr (minimum charge \$65.00) |
| Inspections for Which No Fee is Specifically Indicated | \$60.00/hr | \$65.00/hr (\$65.00 minimum) |
| Inspections Outside of Normal Business Hours | \$60.00/hr | \$65.00/hr |

**CITY OF ASTORIA
MECHANICAL PERMIT FEES**

| Fee Description | Current Fees | Proposed Fees |
|--|---|--|
| | | (\$65.00 minimum) |
| <p>Permit Renewal (Expired Permit Reinstatement Fee) <i>Fee for renewal of a permit that has been expired for one year or less, provided no changes have been made in the original plans and specifications for the work. A permit may only be renewed once.</i></p> <p><i>Permits that have been expired longer than one year cannot be renewed. You must reapply for new permits.</i></p> <p>Investigation Fee – Expired Permits <i>Hourly rate charged for research, travel time and time spent on site ensuring fire and life safety requirements are satisfied.</i></p> <p><i>Fee is in addition to permit renewal fee.</i></p> | <p>½ of total permit fees using permit rates at time of renewal</p> <p>\$60.00/hr (minimum charge \$60.00)</p> | <p>No change</p> <p>\$65.00/hr (minimum charge \$65.00)</p> |
| Re-inspection Fee | \$60.00 each | \$65.00 each |
| Investigation Fee A | Low effort to determine compliance. | \$97.50 |
| Investigation Fee B | Medium effort to gain compliance. Stop Work order posted. Applicant obtains re-quired permit within 10 business days. | \$130.00 |
| Investigation Fee C | High effort to gain compliance. Applicant failed to meet deadline or has had more than one documented violation in 12 months for starting work without permits. | \$250.00 or hourly rate whichever is greater. |
| <p>State Surcharge and Training Fees*</p> <p><i>*The amount of the State surcharge is established by the State of Oregon on building permit fees, electrical permit fees, mechanical permit fees, plumbing permit fees, manufactured home permit fees, grading fees, and the hourly fees charged under the Master Permit program. The surcharge is subject to change by the State and is collected by the City and passed through to the State.</i></p> <p><i>(12 percent as of October, 2010)</i></p> | No change | No change |

**CITY OF ASTORIA
PLUMBING PERMIT FEES**

| Fee Description | Current Fees | Proposed Fees |
|---|---|---|
| Plan Check Fees | 25% of plumbing permit fees when plan review is performed | No change |
| Minimum Permit Fee | None | \$65.00 |
| Commercial, Industrial and Multi-Family Residential Permits, and Alterations to Existing One and Two-Family Dwelling Systems* | \$58.00 for 3 fixtures \$141.00 4-10 fixtures \$17.00 each thereafter | \$175.00 for 3 fixtures \$20.00 each thereafter |
| *Fixtures include: water closet, lavatory, tub/shower, sink, bidet, laundry tubs, disposal, dishwasher, clothes washer, water heater, floor sink/drain, through drain, drinking fountain, hose bib, sump pump/ejector, urinal, roof drain/overflow, catch basin, interceptor/grease trap, dental units and receptors. | | |
| One or Two-Family Dwelling, New Construction: * Fee includes first 100 feet of water, storm and sewer service | | |
| One bathroom..... | \$213.00 | No change |
| Two bathrooms..... | \$282.00 | No change |
| Three bathrooms..... | \$351.00 | No change |
| Each add'l bathroom above three & kitchen above one..... | \$69.00 | No change |
| Fixture..... | \$17.00 each | \$20.00 each |
| *Base fee includes: kitchen, hose bibs, icemakers, underfloor low point drains, and rain drain packages that include piping, gutters, downspouts, and perimeter systems. | | |
| Additional Plan Review Fee For consultation, coordination and inquiries related to changes, additions or revisions after initial application submittal. | None | \$65.00/hr (minimum charge \$65.00) |
| Expired Application Processing Fee Hourly rate charged for actual time spent processing and reviewing applications for which a permit is never issued. Credit is given for paid plan check fees. | None | \$65.00/hr (minimum charge \$65.00) |
| Water Heater Permit, One and Two-Family Residential Only Replacement of water heater of similar size and location that it is replacing. (Includes one inspection) | \$17.00 | \$65.00 |
| Inspections for Which No Fee is Specifically Indicated | \$60.00/ea | \$65.00/ea |
| Inspections Outside of Normal Business Hours | \$60.00/hr | \$65.00/hr (1.5 hr minimum) |
| Medical Gas System Calculate the total value of system equipment and installation costs, including but not limited to inlets, outlets, fixtures and appliances. Apply the value of work to the medical gas system permit fee table below. | | |
| \$1 - \$2,000 | \$13.00 - \$42.25 | \$65.00 minimum |
| \$2,001 - \$25,000 | \$42.25 for the first \$2,000 plus \$7.80 for each additional \$1,000 or fraction thereof | \$75.00 for the first \$2,000 plus \$7.80 for each additional \$1,000 or fraction thereof |

**CITY OF ASTORIA
PLUMBING PERMIT FEES**

| Fee Description | Current Fees | Proposed Fees |
|---|--|--|
| \$25,001 - \$50,000 | \$221.65 for the first \$25,000 plus \$5.85 for each additional \$1,000 or fraction thereof | \$243.80 for the first \$25,000 plus \$5.85 for each additional \$1,000 or fraction thereof |
| \$50,001 - \$100,000 | \$367.90 for the first \$50,000 plus \$3.90 for each additional \$1,000 or fraction thereof | \$404.70 for the first \$50,000 plus \$3.50 for each additional \$1,000 or fraction thereof |
| \$100,001 and up | \$562.90 for the first \$100,000 plus \$3.25 for each additional \$1,000 or fraction thereof | \$619.20 for the first \$100,000 plus \$3.50 for each additional \$1,000 or fraction thereof |
| Miscellaneous Permits: | | |
| Reverse plumbing..... | None | \$61.00 |
| Solar units (potable water)..... | None | \$65.00 |
| Swimming pool piping to equipment..... | None | \$65.00 |
| Permit Renewal (Expired Permit Reinstatement Fee) <i>Fee for renewal of a permit that has been expired for one year or less, provided no changes have been made in the original plans and specifications for the work. A permit may only be renewed once.</i> <i>Permits that have been expired longer than one year cannot be renewed. You must reapply for new permits.</i> | ½ of total permit fees using permit rates at time of renewal | No change |
| Investigation Fee – Expired Permit..... <i>Hourly rate charged for research, travel time and time spent on site ensuring fire and life safety requirements are satisfied.</i> <i>Fee is in addition to permit renewal fee.</i> | None | \$65.00/hr |
| Re-inspection Fee | \$60.00/ea | \$65.00/ea |
| Removal, Abandonment, or Cap Off of Fixtures as Listed Above | None | \$ per fixture |
| Sanitary Service: | | |
| First 100 feet | \$48.00 | No change |
| Each additional 100 feet or fraction thereof..... | \$26.00 | No change |
| Storm Sewer Service: | | |
| First 100 feet | \$48.00 | No change |
| Each additional 100 feet or fraction thereof..... | \$26.00 | No change |
| Water Service: | | |
| First 100 feet | \$48.00 | No change |
| Each additional 100 feet or fraction thereof..... | \$26.00 | No change |

**CITY OF ASTORIA
PLUMBING PERMIT FEES**

| Fee Description | Current Fees | Proposed Fees |
|---|---|---|
| Investigation Fee A | Low effort to determine compliance. | \$97.50 |
| Investigation Fee B | Medium effort to gain compliance. Stop Work order posted. Applicant obtains required permit within 10 business days. | \$130.00 |
| Investigation Fee C | High effort to gain compliance. Applicant failed to meet deadline or has had more than one documented violation in 12 months for starting work without permits. | \$250.00 or hourly rate whichever is greater. |
| <p>State Surcharge and Training Fees* <i>*The amount of the State surcharge is established by the State of Oregon on building permit fees, electrical permit fees, mechanical permit fees, plumbing permit fees, manufactured home permit fees, grading fees, and the hourly fees charged under the Master Permit program. The surcharge is subject to change by the State and is collected by the City and passed through to the State.</i></p> <p><i>(12 percent as of October, 2010)</i></p> | No change | No change |

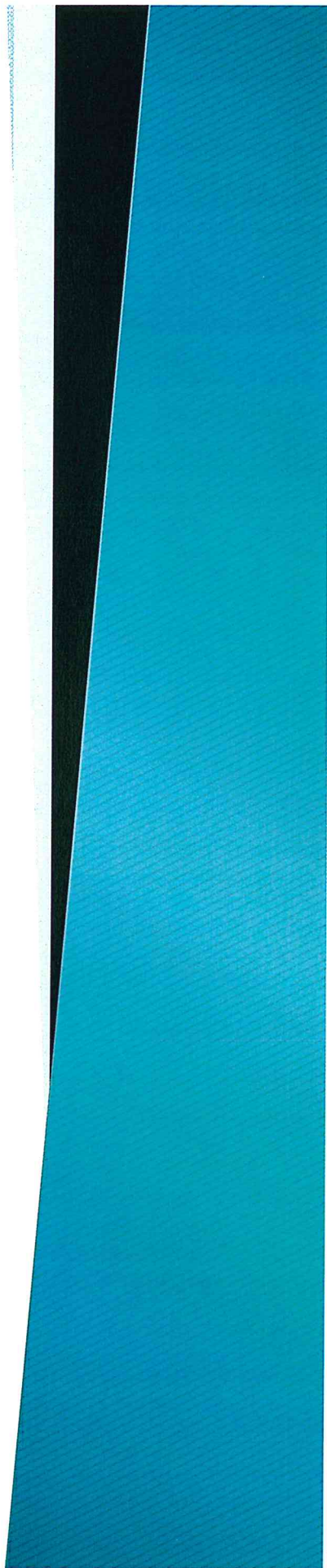


CITY OF ASTORIA

Founded 1811 • Incorporated 1856

COMMUNITY DEVELOPMENT

Proposed Fee Increase and Fee Methodology Changes 2014



| FISCAL YEAR | Permit Income | Program Expenses | Deficit |
|--------------|---------------|------------------|---------------------|
| FY 2011-2012 | \$155,775.00 | \$181,001.00 | \$-25,226.00 |
| FY 2012-2013 | \$110,175.00 | \$176,828.00 | \$-66,653.00 |



**BUILDING PERMIT WITH PLAN REVIEW FEES ONLY BASED ON A TYPICAL
\$200,000 NEW HOME**

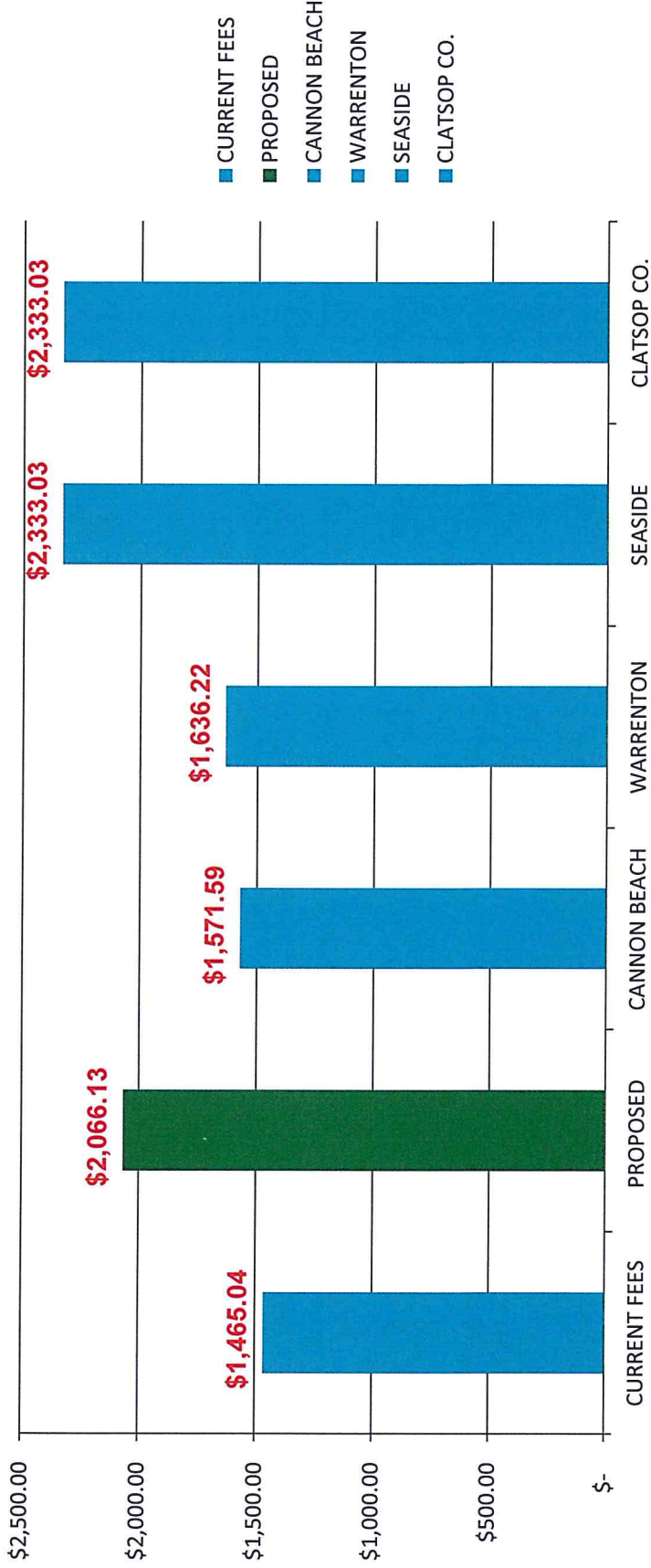
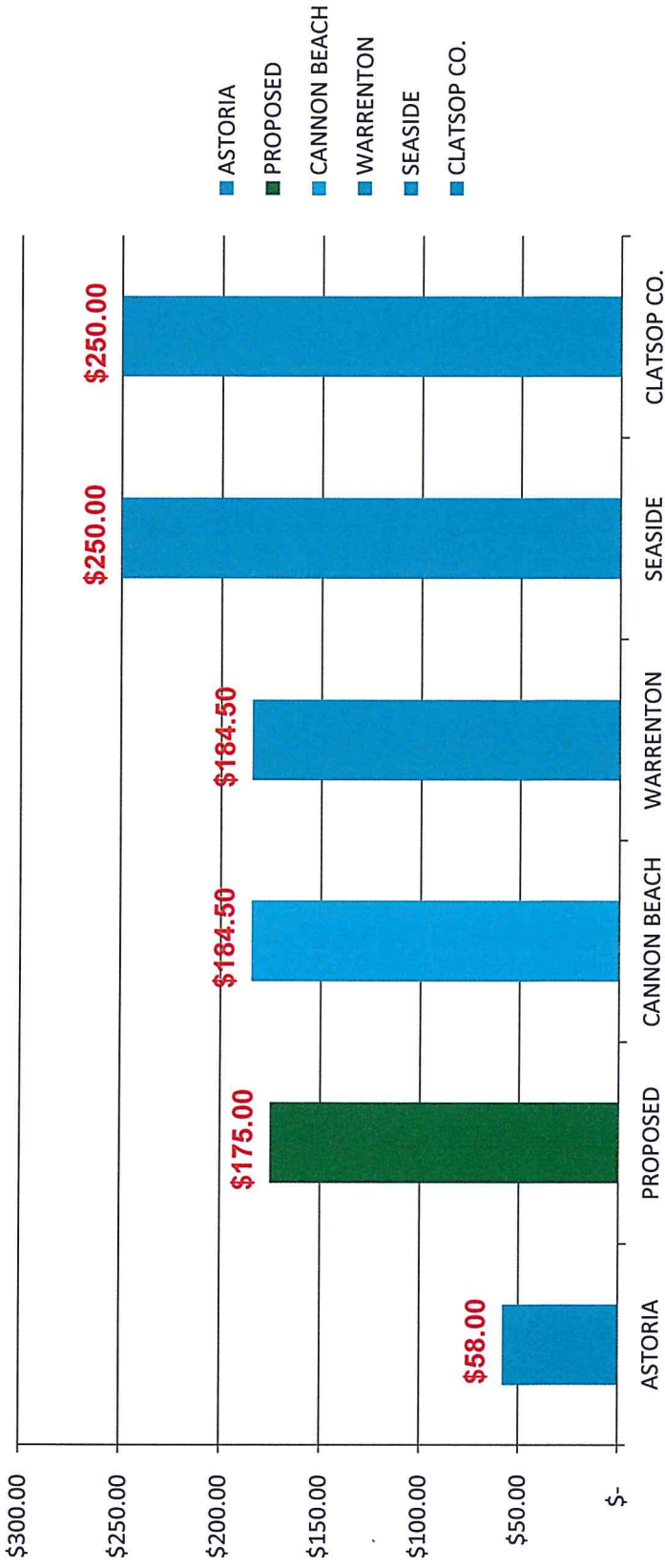


Chart above compares the permit and plan review fees for a new house with a Building Code valuation of \$200,000.00



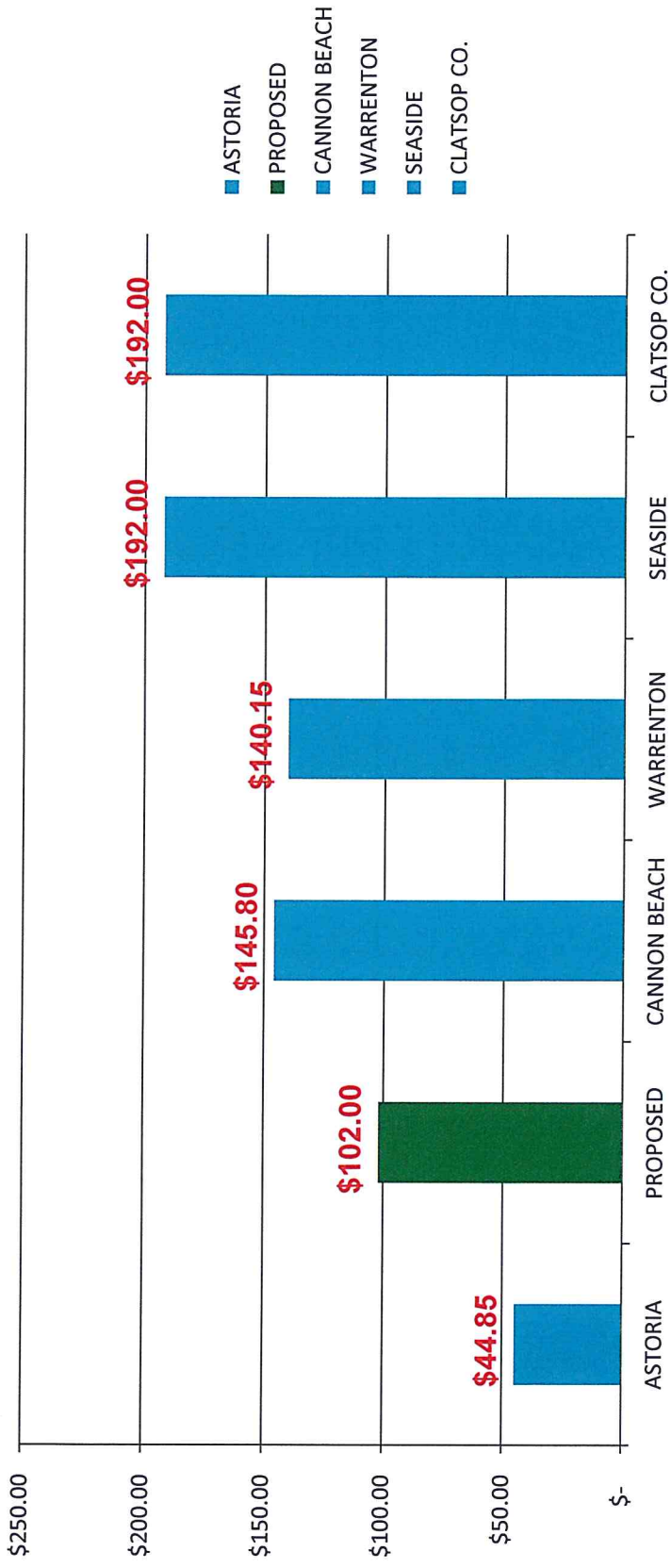
COMMERCIAL PLUMBING PERMIT FOR 3 FIXTURES



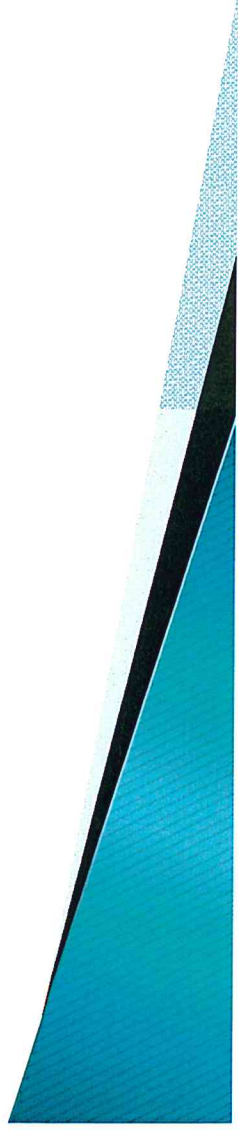
The chart above compares the cost of a commercial plumbing permit for the installation of three plumbing fixtures. (i.e.; toilet, sink and floor drain).



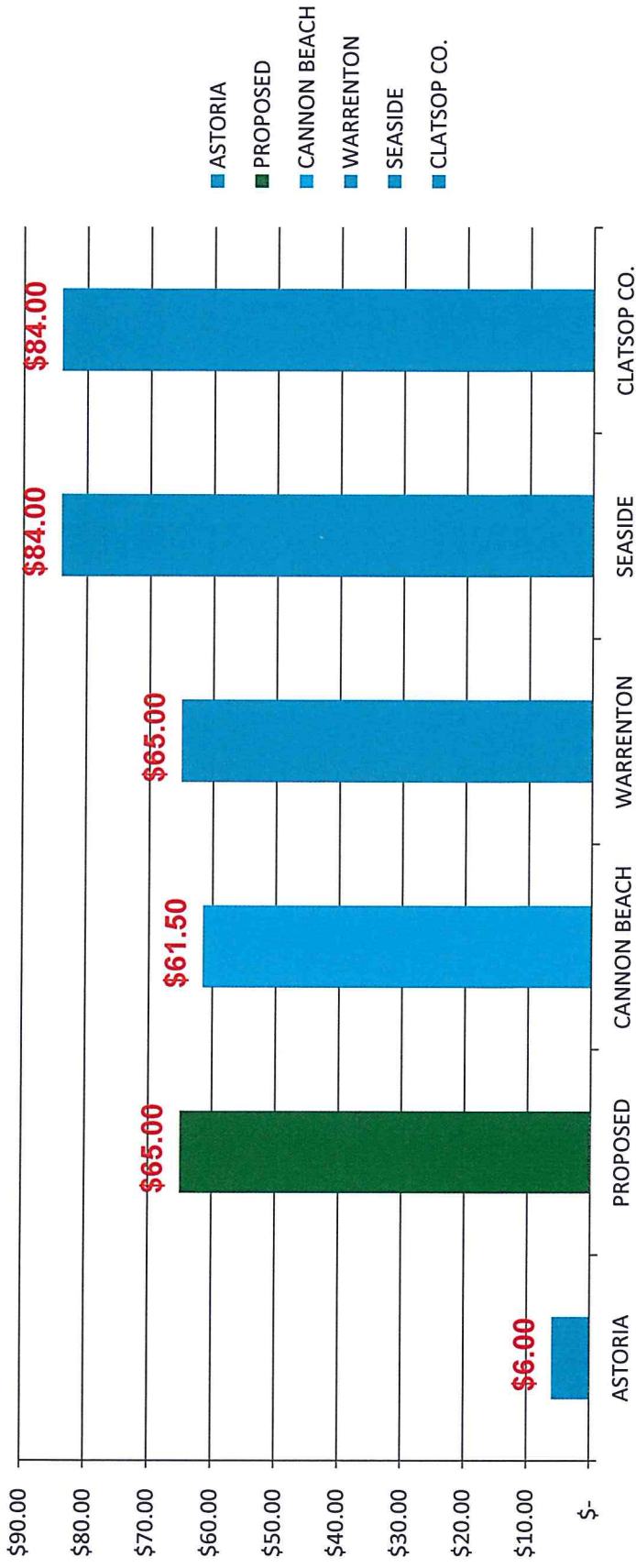
NEW HOME MECHANICAL PERMIT



The chart above compares the price of a typical mechanical permit for a new home. (Furnace, Gas Piping, Dryer, 3 Bath Fans, Kitchen Hood).



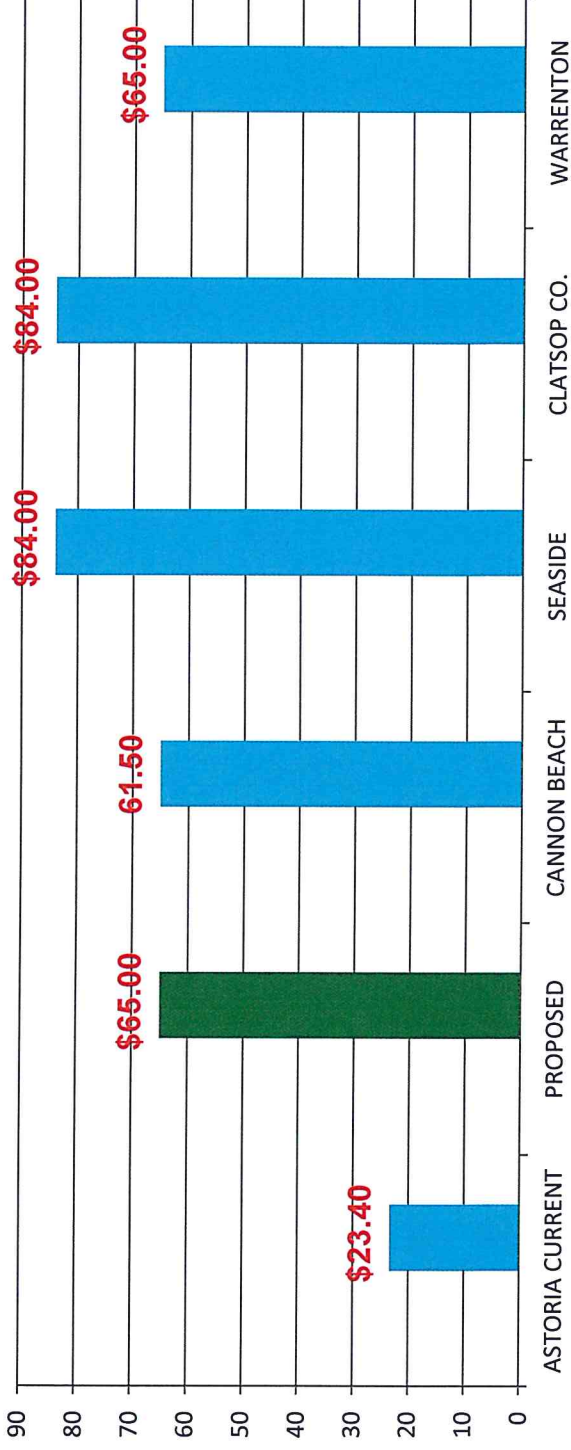
MINIMUM PLUMBING PERMIT FEE



The chart above is the minimum plumbing permit fee in Astoria compared to other local jurisdictions. The proposed new minimum fee of \$65.00 is still much lower than the state average and most local jurisdictions.



■ MECHANICAL FURNACE ONLY



The chart above shows the difference in permit fees for furnace replacement or a single new furnace. The City typically loses money on each of this type of permit requiring a minimum of 2-3 on site inspections.



RESOLUTION NO. 14-_____

A RESOLUTION OF THE CITY OF ASTORIA RELATING TO FEES FOR SERVICES.

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

Section 1. Authority for Fees. The various departments of the City incur expenses in searching for and furnishing copies of records, reports and documents, and providing special services for private individuals and private concerns. The City Council deems it advisable, for the efficient conduct of the affairs of the various departments, that reasonable fees be charged for furnishing such records, reports, documents and services. A deposit may be requested in advance of providing the requested information.

Section 2. Schedule of Fees. The schedule of building inspection fees established by Resolution 04-27, Schedule A relative to Building Permit Program Fees, dated November 15, 2004, and Resolution 05-01, relative to Building Permit Program Fees, dated January 18, 2005, is hereby deleted in its entirety and amended by the adoption of the following attached Building Permit Program fee schedules:

- “Schedule A - Structural Permit Fees”
- “Schedule A - Mechanical Permit Fees”
- “Schedule A - Plumbing Permit Fees”

Section 3. Effective Date. The provisions of this Resolution shall become effective on April 1, 2014.

ADOPTED BY THE COMMON COUNCIL THIS _____ DAY OF _____, 2014.

APPROVED BY THE MAYOR THIS _____ DAY OF _____, 2014.

Mayor

ATTEST:

Brett Estes, City Manager Pro Tem

ROLL CALL ON ADOPTION: YEA NAY ABSENT

Commissioner LaMear
 Herzig
 Mellin
 Warr

Mayor Van Dusen



March 7, 2014

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER PRO TEM

SUBJECT: **ENERGY TRUST OF OREGON INCENTIVE GRANT FOR THE BEAR CREEK HYDROELECTRIC PROJECT**

DISCUSSION/ANALYSIS

In 2007 the City completed a feasibility study of the potential for wind and hydroelectric power in the Bear Creek watershed. The most promising project was identified as the installation of a small hydro turbine on the main transmission waterline to the City coming from the treatment plant. The turbine would be installed near the base of the dam on the waterline, and would be capable of generating approximately 30 kilowatts of electrical power to be sold to PacifiCorp.

In 2010 the Oregon Department of Fish and Wildlife objected to the installation of the turbine without provision of fish passage on Bear Creek or compensatory mitigation elsewhere. This determination would have made the project cost prohibitive. City staff worked closely with the Governor's office to resolve this issue. In the 2013 Legislative session, a bill was introduced and passed that would allow similar small projects to alternatively pay a nominal amount into a fish passage mitigation fund. The mitigation payment for this project will be \$100.00 per year.


To date, the City has been awarded two grants: \$87,600 from Business Oregon Infrastructure Finance Authority, and \$167,000 from Pacific Power Blue Sky Fund. Attached is an incentive offer from Energy Trust of Oregon (ETO) for \$143,000, which would bring the total grant funding to \$397,600. It is estimated that this amount will be sufficient to cover the cost of the project, although it is not possible to determine the precise cost until the project is put out to bid.


Once the ETO agreement is approved, staff and the design engineering firm Murray Smith and Associates will finalize bid documents with the goal of advertising the bids in April or May of 2014. Construction is envisioned to begin in the summer, with completion in September or October.

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

RECOMMENDATION

It is recommended that the City Council approve the agreement with Energy Trust of Oregon.

Submitted By 
Ken Cook, Public Works Director

Prepared By MIKE MORGAN 
Mike Morgan, Special Projects Planner

Project Funding Assistance Agreement

Executed By

Energy Trust of Oregon, Inc.

And

**City of Astoria
Contract No. 2017**

This Project Funding Assistance Agreement ("Agreement") is executed by Energy Trust of Oregon, Inc., an Oregon not-for-profit corporation ("Energy Trust"), and the City of Astoria, a municipal corporation and its respective successors and permitted assigns ("City"). Energy Trust and City may also be referred to individually as "Party" and together as "Parties."

RECITALS

WHEREAS, in connection with capital upgrades to an aging potable water pipeline at its Bear Creek Reservoir water storage facility, City wishes to install a 30kW pump operating as a hydroelectric turbine/generator. The new hydroelectric turbine/generator includes pressure reduction valves that regulate water pressure, such features can optimize generation by the turbine (the "Project"). The Project is identified with greater specificity in **Exhibit A** to this Agreement;

WHEREAS, the City previously applied for an Energy Trust incentive in 2010 for an original similar project at the Bear Creek Reservoir water storage facility. At that time, Energy Trust approved the City's incentive application and entered into a previous project funding agreement with the City related to the project as then proposed but the project was abandoned due to fish passage issues at the site. The previous project funding agreement was terminated by the parties before any incentive was paid;

WHEREAS, the fish passage issues that previously prevented the originally proposed project from completion have been resolved, and Energy Trust again wishes to support the City and the Project with incentive funding;

WHEREAS, Energy Trust has undertaken a review of the Project, and has determined that there are above market costs associated with the total project capital cost of \$475,249, \$137,249 of which has already been paid by the City, leaving \$338,000 in

remaining project capital costs (the "Remaining Capital Costs");

WHEREAS, the Project is now expected to generate approximately 154,650 kilowatt hours ("kWh's") of electricity per year, increased from the original project estimates of 120,000 kWhs annually;

WHEREAS, Energy Trust will contribute up to \$143,000 payable as described herein to help off-set the above-market costs associated with the Project to help the City to complete the purchase, installation and maintenance of the Project; and

WHEREAS, Energy Trust, a non-profit corporation created to invest "public purpose funding" in, amongst other things, the above market costs of new renewable energy resources, has determined that funding a portion of the above market costs of the Project is consistent with Energy Trust's statutory purposes;

NOW THEREFORE, the Parties enter into the following Agreement.

AGREEMENT

1. TERM OF AGREEMENT

This Agreement is effective as of March __, 2014 ("Effective Date") and will continue for twenty (20) years beginning at the Commercial Operation Date (the "Term"), unless the Parties agree in writing to extend the Term or unless this Agreement is terminated earlier pursuant to the terms and conditions of **Section 5** below.

2. DEFINITIONS

Capitalized terms in this Agreement, not defined elsewhere in this Agreement, shall have the meanings defined below.

- A. "Commercial Operation Date" means the date immediately following the date on which the Project is in sustained production and delivery of energy, i.e., (i) the Project's aggregate, installed capacity and expected energy generation are as described in **Exhibit A** (ii) the Project's operational testing has been completed; (iii) the Project has been synchronized to the electrical grid as confirmed by an Energy Trust inspection, which such inspection shall be completed not more than 15 days from the time Energy Trust receives notice from City that the Project is ready and available for inspection. In no case, unless the parties agree otherwise in writing, shall Commercial Operation Date be later than April 1, 2015.
- B. "Environmental Attributes" means any and all credits, benefits, emissions reductions, offsets and allowances, howsoever entitled, attributable to the generation from the Project, and the avoided emission of pollutants from the

Project. Environmental Attributes do not include (i) any energy, capacity, reliability or other power attributes from the Project, (ii) production tax credits associated with the construction or operation of the Project and other financial incentives in the form of credits, reductions or allowances associated with the Project that are applicable to a state, provincial or federal income taxation obligation, (iii) fuel-related subsidies or “tipping fees” that may be paid to the seller to accept certain fuels, or local subsidies received by the generator for the destruction of particular preexisting pollutants or the promotion of local environmental benefits, or (iv) emission reduction credits encumbered or used by the Project for compliance with local, state, provincial or federal operating and/or air quality permits.

3. RIGHTS AND OBLIGATIONS OF THE PARTIES

A. Purchase and Installation

- a) City will purchase and arrange for the installation of the Project.
- b) City is responsible for all contractors, including all subcontractors, project financing and any and all items relating to the building, operations and maintaining of the Project’s equipment and systems.
- c) City will obtain and maintain all government approvals, permits, and licenses, and enter into all other agreements necessary to construct, operate and maintain the Project. Upon Energy Trust’s written request, City will provide Energy Trust with copies of such approvals and agreements, including any amendments thereto.

B. Inspection and Warranties

- a) City will obtain and provide Energy Trust with a copy of any local/state notices that the Project passed all relevant inspections and requirements.
- b) City will cooperate with Energy Trust and its representatives to grant access to the Project to perform any required inspection contemplated under the terms of this Agreement, including an inspection to determine Commercial Operation Date. Energy Trust’s inspections shall not be deemed a code inspection, and no warranty is implied.

C. Operation and Maintenance

- a) City will install, own, operate and maintain the Project in good working order during the Term, such that it is capable of generating approximately 154,650 kilowatt-hours annually.
- b) City will not remove the Project from service for a period of time greater than one year or move it from its original installation site without the prior written consent of Energy Trust, or City will be subject to the repayment requirements set forth in **Section 6** below.
- c) Should City sell the Project during the Term, City must notify Energy Trust prior to the sale so that the Parties can work together to arrange for continued operation of the Project. If a satisfactory agreement is not reached prior to sale, City will be subject to the repayment requirements of **Section 6**, below.

D. Environmental Attributes

1. City will fully cooperate with Energy Trust to transfer all of the Environmental Attributes, reduced by any Environmental Attributes transferred to PacifiCorp in connection with the Blue Sky Grant Agreement between City and PacifiCorp dated _____, ("Energy Trust EA Amount") to PacifiCorp annually and pursuant to documentation in form and substance reasonably acceptable to PacifiCorp and Energy Trust. Unless prohibited by the Oregon Public Utility Commission, Energy Trust will be responsible for all costs associated with registering, transferring, or otherwise perfecting Energy Trust's rights in the Environmental Attributes with the Western Region Electricity Generation Information System ("WREGIS").
2. City will either (1) assign WREGIS Project registration rights to PacifiCorp or (2) within WREGIS, transfer to PacifiCorp the Energy Trust EA Amount, or (3) cooperate fully with Energy Trust to otherwise perfect Energy Trust's rights to the Energy Trust EA amount. City's obligation to assign registration rights, transfer the Energy Trust EA amount, or otherwise perfect Energy Trust's rights to the Energy Trust EA Amount t in accordance with this **Section D**, shall end after PacifiCorp has received the Energy Trust EA Amount.

3. Deliveries or transfers of RECs under this Agreement do not constitute sales or deliveries of physical power or the power deemed to be generated or displaced by the Project.

E. Taxes

City is obligated to pay any and all taxes associated with the Project and any funding provided by Energy Trust under this Agreement.

F. Access and Reporting

- a) City will permit reasonable access to the Project for inspection by Energy Trust and cooperate with the efforts of Energy Trust staff or contractors in Project evaluations during the Term.
- b) City will permit Energy Trust or its contractors the right to inspect and/or read any and all meters connected to the Project and Energy Trust agrees to give City reasonable notice of any such readings. Upon Energy Trust request City shall read any and all meters connected to the Project and will timely report all requested information to Energy Trust in a format specified by Energy Trust and for whatever purpose requested by Energy Trust.
- c) City hereby authorizes Energy Trust to access the energy usage data for all electric utility accounts associated with the Project.
- d) Upon Energy Trust request City will provide Energy Trust, or its contractors, access to any other data relevant to the monitoring of the Project.

G. Marketing and Media

- a) In all public and private communications referencing City, Energy Trust shall refer to City as follows: "The City of Astoria. Likewise, in all public and private communications referencing Energy Trust, City shall refer to Energy Trust as the "Energy Trust of Oregon."
- b) City and Energy Trust will work cooperatively to support promotion of the Project including press releases, press events, case studies, web identification, and other opportunities to highlight and promote the

success of the Project.

4. TERMS OF PAYMENT

A. Payment Schedule and Conditions to Payment

- a) Upon Energy Trust's determination, in its sole discretion, that the Commercial Operation Date has been established, and upon receipt by Energy Trust of (i) a properly itemized invoice that contains a complete summary of equipment, construction and installation costs expended by the City to complete the Project (the "Final Invoice Amounts"), and (ii) a completed *IRS Form W9* on behalf of City, Energy Trust will pay to City an incentive in an amount up to \$143,000, calculated as follows:

Based on the properly itemized invoice, Energy Trust will subtract the Final Invoice Amounts from the Remaining Capital Costs. For each dollar by which the Final Invoice Costs are less than the Remaining Capital Costs, Energy Trust will reduce the final incentive to be paid by one dollar in order to ensure that Energy Trust does not provide final payment in excess of the actual above-market costs ("AMC") associated with the Project.

Example: If the City's Final Invoice Amounts are \$300,000, Energy Trust's final incentive to be paid would be \$105,000 calculated as follows:

$$\begin{aligned} & \text{(Remaining Capital Costs - Final Invoice Amounts = Incentive Reduction)} \\ & \$338,000 - \$300,000 = \$38,000 \end{aligned}$$

$$\begin{aligned} & \text{(143,000 - Incentive Reduction)} \\ & \$143,000 - \$38,000 = \$105,000 \end{aligned}$$

- b) Energy Trust will pay incentive not later than 30 days after the Commercial Operation Date. Energy Trust will remit payment to: The City of Astoria.

B. Repayment for Non-Compliance

- a) Energy Trust shall consider City to be in compliance with this Agreement if, upon verification, the Project is determined to have generated an amount greater than or equal to 115,000 kilowatt hours between Commercial Operation Date and the first anniversary of

Commercial Operation Date (the "First Year")

- b) If the total generation of the Project over the First Year is less than 115,000 kilowatt hours, then Energy Trust shall consider City to be out of compliance with this Agreement.
- c) If City is found to be out of compliance as described in **Section 4.B.b** above, then within 30 days following the second anniversary of the Commercial Operation Date, City shall provide Energy Trust with documentation regarding the actual amount of generation by the Project for each of the First Year and the year following the First Year (the "Second Year"). In the event that the average annual generation for the First Year and the Second Year does not exceed 115,000 kilowatt hours, then City will repay a portion of Energy Trust's incentive as determined by the following calculation:

Repayment Amount = $(1 - (\text{Average of First Year and Second Year Actual Generation (in kWh)} / 154,650 \text{ kWh}))$ multiplied by the amount of the incentive received in accordance with **Section 4.A.** above.

5. EARLY TERMINATION AND SURVIVAL

- A. This Agreement may be terminated for cause by Energy Trust upon twenty (20) days written notice delivered to City in the event that City:
 - a) fails to make sufficient progress as to endanger, in Energy Trust's sole judgment, complete and timely performance of the responsibilities set forth in this Agreement;
 - b) fails to achieve the milestones as set forth on **Exhibit C** of this Agreement.
 - c) does not achieve Commercial Operation Date by December 31, 2014.
 - d) breaches any provision of this Agreement and has not cured such breach within twenty (20) days of notice thereof, or;
 - d) becomes insolvent or bankrupt.
- B. Upon sixty (60) days advance written notice, Energy Trust may also terminate this Agreement in the event that the agreement between Energy

Trust and the PUC ("PUC Grant Agreement") is terminated. In the event that this Agreement is terminated in accordance with this **Section 5.B.**, then Energy Trust shall remit, not later than the effective date of the termination of this Agreement under this section, the balance of total unpaid maximum annual payments as set forth in Exhibit D to this Agreement

6. REPAYMENT FOR SHUTDOWN OR TERMINATION

After Energy Trust pays the incentive to City under **Section 4** above, if the (i) Project is sold, assigned or transferred to any entity without Energy Trust's prior consent, **OR** (ii) Project is repossessed, shutdown or does not otherwise produce electricity for one calendar year, **OR** (iii) Energy Trust terminates the Agreement under **Section 5A** above, then City will immediately repay (in the form of a cashier's check payable to Energy Trust of Oregon, Inc.) a portion of the incentive funds amount to Energy Trust, calculated as follows:

Incentive amount paid to City *multiplied by* the fraction of: [20 *minus* the number of anniversaries of the Commercial Operation Date] *divided by* 20

7. DAMAGES

In the event City breaches **Section 6** above, City will pay to Energy Trust damages in an amount equal to (a) an amount determined by the formula in **Section 6**, above, and (b) reasonable costs, including any attorney's fees, incurred by Energy Trust in enforcing the requirement.

8. RELATIONSHIP OF CITY TO ENERGY TRUST

City and any person or entity performing services on City's behalf, including but not limited to City's employees, agents, affiliates, subsidiaries, and subcontractors (collectively, "City Personnel") are and will be either independent contractors of City or City's employees, and are not employees or agents of Energy Trust. Neither City nor City's Personnel are entitled to participate in any benefit program provided by Energy Trust to its employees. This Agreement is not intended to form a partnership or joint venture between the Parties.

City will be solely responsible for payment of compensation to City's Personnel, and will withhold from and pay to the appropriate authorities all taxes, contributions, fees, interest, or penalties imposed or required under any federal, state or local income, excise, or employment tax laws with respect to City's performance of this Agreement, regardless of whether the services are performed personally or through City's Personnel.

9. CONFLICT OF INTEREST DISCLOSURE

City has disclosed all direct or indirect, actual or potential conflicts of interest it or any of City's Personnel who participate in the project may have with Energy Trust on the attached **Exhibit B**. City agrees to promptly inform the Executive Director of the Energy Trust in writing of any conflicts of interest, or perceived or potential conflicts of interest, with Energy Trust which become apparent during the term of this Agreement. A "direct or indirect conflict" is defined as any situation in which City or City's Personnel, or a member of their family or close business or personal acquaintance, is employed by Energy Trust or PUC, or has or may be reasonably construed to have a direct or indirect personal or financial interest in any business affairs of the Energy Trust, whether because of a proposed contract or transaction to which the Energy Trust may be a Party or may be interested or is under consideration, or whether such conflict is purely conceptual, because of similarity of business interests or affairs.

10. CONFIDENTIALITY

City acknowledges and agrees that all of Energy Trust's Confidential Information disclosed to City or City's Personnel is and will remain confidential and proprietary to the Energy Trust. City agrees to not use any Confidential Information during the term of this Agreement or thereafter for any purpose other than as permitted or required for the performance by City of its obligations under this Agreement or as is required by applicable law or legal process. City will not disclose or provide, or allow to be disclosed or provided, any Confidential Information to any third party, except as expressly authorized in this Agreement or by Energy Trust's Executive Director. Upon expiration or termination of this Agreement for any reason, City will within a reasonable time return or destroy, at Energy Trust's option, all of Energy Trust's Confidential Information, in any form whatsoever, in City's or City's Personnel's possession or under their control.

"Confidential Information" means any information that derives actual or potential economic value from not being generally known to, and not being readily ascertainable by proper means by, persons who can obtain economic value from its disclosure or use. Without limiting the generality of the foregoing, Confidential Information of Energy Trust includes: any information which has been entrusted to Energy Trust by third parties, which City knows or should know is confidential; and all non-public information about Energy Trust, the PUC, PacifiCorp, and Portland General Electric, their business activities and plans, and their business relationships.

Energy Trust likewise agrees that all information disclosed to Energy Trust by City that is designated as confidential will be kept confidential during the term of this Agreement or thereafter, except when disclosure is required for performance by Energy Trust of its obligations under this Agreement or as is required by applicable law or legal process.

11. INDEMNITY and LIMITATION OF LIABILITY

Subject to the conditions and limitations of the Oregon Constitution, Article XI, Section 7 and the Oregon Tort Claims Act, ORS 30.260 through 30.300, City will indemnify and defend Energy Trust and its directors, officers, employees, agents, representatives, and affiliates (the "Indemnified Parties") and hold them harmless from and against any and all losses, liabilities, damages, claims, suits, actions, judgments, assessments, costs and expenses, including without limitation interest, penalties, attorney fees, any and all expenses incurred in investigating, preparing, or defending against any litigation, commenced or threatened, or any claim whatsoever, and any and all amounts paid in settlement of any claim or litigation asserted against, imposed on, or incurred or suffered by any of them, directly or indirectly, as a result of or arising from the negligent or wrongful acts or omissions of either City or City's Personnel, from any breach of this Agreement by City or from any finding, judgment or other determination or settlement whereby Energy Trust is deemed or considered to be the employer of City or City's Personnel.

Energy Trust's liability to City in connection with this Agreement shall be limited to the amounts paid by Energy Trust pursuant to the terms and conditions set forth herein. In no event will Energy Trust be liable to City for any other damages, whether characterized as general, special direct, indirect, punitive, consequential, or otherwise.

12. INSURANCE

City will provide Energy Trust with the following documents: a current "Statement of Insurance" for General Liability, a copy of its "State of Oregon Certificate of Self-Insurance for Workers' Compensation" and a "Certificate of Insurance" for Property Damage (which provides for coverage amounts adequate to replace the Project at its full replacement value). City agrees that it shall maintain, and will require its contractors, subcontractors, and agents who are involved in any way related to the building, operations, and maintenance of the Project's equipment and systems, prior to commencing work to maintain, insurance coverage in such types and amounts as are reasonable and adequate for the installation, operation, and maintenance of the Project throughout the Term. If insurance coverage is cancelled, reduced or materially changed during the Term, City will, prior to the effective date of such cancellation, reduction or material change, obtain the coverage required under this section, and provide Energy Trust with documentation of such coverage.

13. RIGHTS TO INTELLECTUAL PROPERTY

Energy Trust has a strong interest in developing an understanding of how the Project

works over time and the lessons learned. Energy Trust also has, as a part of its general mission, an interest in the ability to apply any insight gained from this Project to later projects and for the public good. In order to facilitate these goals of Energy Trust, City hereby grants to Energy Trust a worldwide, perpetual, irrevocable, fully-paid and royalty free licensee to reproduce, distribute copies of, create derivative works of, display work product related to the Project, and to permit or license others to do the same, provided, however, that any such actions are without remuneration to Energy Trust.

14. GENERAL PROVISIONS

- A. Assignment. Neither this Agreement nor any of the rights, interests, or obligations under this Agreement will be assigned by any Party without the prior written consent of the other Party, except that Energy Trust may assign its rights under this Agreement to a third party when requested to do so by the PUC under the PUC Grant Agreement. Should consent be required under this Agreement, such consent shall not be unreasonably withheld. The foregoing notwithstanding, this Agreement will be binding on, and will inure to the benefit of, the Parties and their respective successors and permitted assigns.
- B. Severability. Should any provision of this Agreement be held by a tribunal of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement will remain in full force and effect.
- C. Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together will constitute one and the same agreement.
- D. Integration and Amendment. This Agreement supersedes all other agreements between the Parties and contains their entire understanding as to its subject matter. No amendment to this Agreement will be effective unless it is in writing and duly executed by authorized representatives of the Parties. This Agreement will not be varied, supplemented, qualified or interpreted by any prior course of dealing between the Parties or by any usage of trade.
- E. Survival. **Sections 7, 8, 10, 11, 13** of this Agreement, and any other obligations or duties that by their nature extend beyond the termination of this Agreement, will survive termination of this Agreement.
- F. Headings. The headings in this Agreement are for reference only and shall not affect the meaning, construction or interpretation of this Agreement.
- G. Exhibits. The Exhibits listed in the table of contents are incorporated into

this Agreement by reference. Exhibits may only be revised upon the agreement of all the Parties. The body of this Agreement shall prevail over the Exhibits to this Agreement in the event of a conflict.

- H. No Third-Party Beneficiaries. This Agreement is made and entered into for the sole protection and legal benefit of the Parties, and no other person shall be a direct or indirect legal beneficiary of, or have any direct or indirect cause of action or claim in connection with this Agreement.
- I. Force Majeure. Notwithstanding anything contained in this Agreement to the contrary, neither Party will be deemed liable or to be in default for any delay or failure in performance under this Agreement deemed to result, directly or indirectly, from acts of God, acts of civil or military authority, acts of public enemy, war, or any like cause beyond its reasonable control unless such delay or failure in performance is expressly addressed elsewhere in this Agreement.
- J. Non-Waiver. The failure or refusal of either Party to enjoin any breach or violation of any provision of this Agreement will not be a waiver of, consent to, or excuse for any other, different or subsequent breach or violation of the same or any other provision.
- K. Governing Law and Venue. This Agreement will be interpreted and enforced according to the laws of the state of Oregon and any proceeding to enforce this Agreement or enjoin its breach is to be brought against any of the Parties in Multnomah County Circuit Court of the State of Oregon and each of the Parties consents to the jurisdiction of such court (and of the appropriate appellate court) in any such action or proceeding and waives any objection to such venue.
- L. Arbitration. In the event that any dispute, controversy, or claim between the Parties arising out of or relating to this Agreement cannot be settled by negotiation or mediation, the Parties agree to have the dispute, controversy, or claim settled by binding arbitration. Unless the Parties otherwise agree, such arbitration will be administered by Arbitration Service of Portland, Inc., according to its rules.
- M. Attorney Fees and Costs. In the event that any Party initiates proceedings to enforce this Agreement or enjoin its breach, the prevailing Party or Parties will be awarded its or their reasonable attorney fees and costs at arbitration, trial and on any appeal as set by the trier of fact, including any bankruptcy proceedings.
- N. Time of Essence. Time is of the essence with respect to all dates and time periods set forth or referred to in this Agreement.

15. NOTICES

Notices required by this Agreement must be in writing and will be deemed effective upon receipt, if delivered in person, or three days after being sent to the other Party by U.S. Certified Mail, return receipt requested, or when a confirmation of successful transmission is generated by the transmitting machine if sent by facsimile or electronic mail, to the person and addresses or numbers listed below or to such other persons and addresses or numbers as may be designated by a Party through written notice to the other Party.

If to Energy Trust:

Energy Trust of Oregon, Inc.
733 SW Oak St., Suite 200
Portland, Oregon 97205

Attn: Margie Harris
Executive Director
Phone: 503-493-8888
Fax: 503-546-6862
Email: Margie@energytrust.org

If to City

Attn:

Phone:
Fax.:
Email:

Copy to:

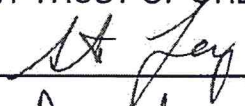
Tara Crookshank
Contracts Manager
Energy Trust of Oregon, Inc.
421 SW Oak Street
Portland, Oregon 97204
tara@energytrust.org
503-493-8888
503-546-6862 (fax)

Each of the individuals signing below represents and warrants that he or she has been properly authorized by his or her respective organization to enter into this Agreement and that by their signatures each of the parties does intend and is hereby legally bound under the terms of this Agreement.

EXECUTED IN DUPLICATE effective as of the Effective Date.

ENERGY TRUST:
ENERGY TRUST OF OREGON, INC.

CITY:
CITY OF ASTORIA

By: 

By: _____

Title: Director of Operations

Title: _____

APPROVED AS TO LEGAL SUFFICIENCY



Digitally signed by
com.apple.idms.appleid.prd.49317566476d
4a3867754144546f59324e744d354e773d3d
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cn=com.apple.idms.appleid.prd.493175664
76d4a3867754144546f59324e744d354e773
d3d
Date: 2014.03.14 08:55:47 -08'00'

Exhibit A

Project Description

The Project is a pre-cast concrete vault to house a 30kW Cornell 6TR3 1200RPM pump-as-turbine and generator approximately 100' west of the City's Bear Creek Dam water storage facility. The Project's approximate location is: 46.118317,-123.640062.

Conduit for system controls and the generated power will be buried and run approximately 900 feet from the vault to the existing control building up at the top of the dam. A control panel will be installed in the control building. Power from the generator is expected to be connected through the generator control panel into the site's power distribution panel for delivery to PacifiCorp.

Exhibit B

Conflict of Interest Disclosure for City
(If none, so state)

EXHIBIT C

Construction Milestones

| | |
|-------------------------------------|-------------------|
| Project goes to Bid | July 1, 2014 |
| Construction Contractor Selected | September 1, 2014 |
| Pump-as Turbine Ordered from Vendor | November 17, 2014 |



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

March 17, 2014

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM: *PE* BRETT ESTES, CITY MANAGER PRO TEM

SUBJECT: **16th STREET CSO SEPARATION – APPROVE IFA FUNDING CONTRACT AND SOLICITATION FOR DESIGN QUALIFICATIONS**

DISCUSSION/ANALYSIS

In August 2013, a Combined Sewer Overflow (CSO) program status presentation was given to Council and included a general description of the next major CSO project that was beginning to take shape. Since that time the scope of the project has been refined, a planning level cost estimate developed and funding sources evaluated and selected. The upcoming project, called the 16th St CSO Separation project, generally includes the area of 14th to 18th Streets from Duane to Lexington (see attached project map).

City staff is preparing the Request for Qualifications package to select engineering design services for the project. Advertisement is expected to begin in early April. Construction of this project is anticipated to commence in the spring of 2015 and continue through the end of the year. There will be close coordination between construction of this project and the timing of the Irving Ave. Bridge Replacement project to avoid disruption to traffic on 16th St. during the closure of Irving Ave.

The 16th St. CSO Separation project consists of installing approximately 8,100 feet of new stormwater pipe in established City right-of-way. The preliminary cost estimate for the design, construction management, and construction of this project is estimated at \$5,683,000. The Oregon Infrastructure Finance Authority (IFA) has offered the City a 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. A portion of the CSO Surcharge fee will be utilized to repay the project loan.

RECOMMENDATION

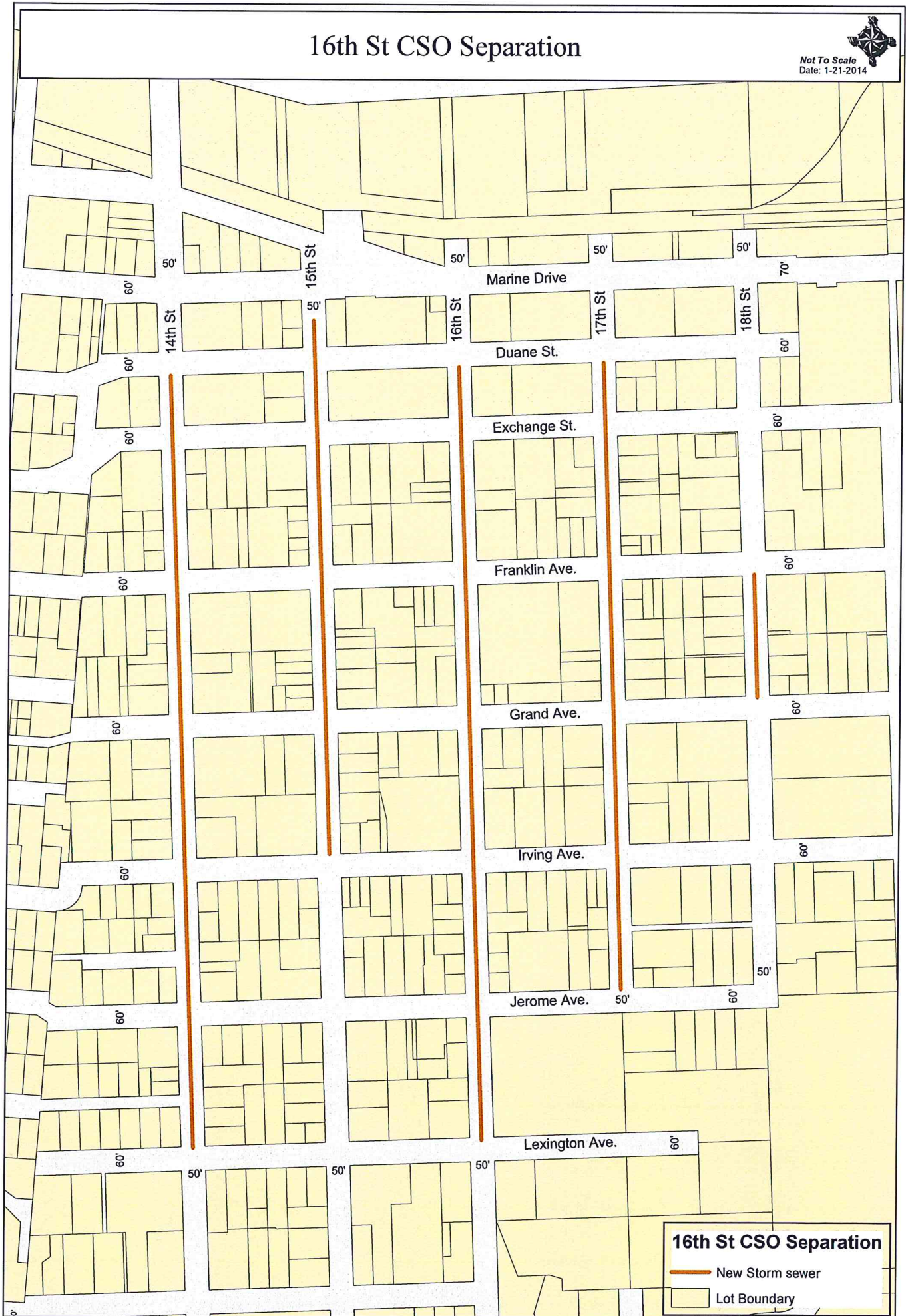
It is recommended that Council adopt the resolution that authorizes the IFA Financing Contract in the amount of \$5,683,000 for the 16th Street CSO Separation Project. It is also recommended that Council authorize staff to solicit Request for Qualifications for engineering design of this project.

Submitted By: Nate Cook FOR
Ken P. Cook, Public Works Director



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

16th St CSO Separation

Not To Scale
Date: 1-21-2014



16th St CSO Separation

-  New Storm sewer
-  Lot Boundary

CITY OF ASTORIA RESOLUTION NUMBER _____

**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 [Ordinance/Resolution/Order] 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 \$5,158,000 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 _____, 2014.

Mayor

ATTEST:

City Manager

| ROLL CALL ON ADOPTION | YEA | NAY | ABSENT |
|-----------------------|-----|-----|--------|
| Councilor Lamear | | | |
| Herzig | | | |
| Mellin | | | |
| Warr | | | |
| Mayor Van Dusen | | | |

City of Astoria
PROMISSORY NOTE

Dated _____,
_____, 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 Five Million, One Hundred Fifty-Eight Thousand Dollars (\$5,158,000) 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

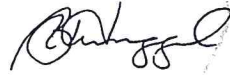
By: _____

Title: Mayor

By: _____

Title: City Manager, Pro Tem

APPROVED AS TO LEGAL SUFFICIENCY



Digitally signed by
com.apple.idms.appleid.prd.49317566476d
4a3867754144546f59324e744d354e773d3d
DN:
cn=com.apple.idms.appleid.prd.493175664
76d4a3867754144546f59324e744d354e773
d3d
Date: 2014.03.07 13:12:01 -08'00'

WATER FUND WATER PROJECT
FINANCING CONTRACT

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

Project Number: Y14006

This financing contract ("Contract"), dated as of the date the Contract is fully executed, is made by the State of Oregon, acting by and through the Oregon Infrastructure Finance Authority ("IFA"), and the City of Astoria, Oregon ("Recipient") for financing of the project referred to above and described in Exhibit D ("Project"). This Contract becomes effective only when fully signed and approved as required by applicable law. Capitalized terms not defined in section 1 and elsewhere in the body of the Contract have the meanings assigned to them by Exhibit A.

This Contract includes the following exhibits, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

| | |
|-----------|-------------------------|
| Exhibit A | General Definitions |
| Exhibit B | Security |
| Exhibit C | Form of Promissory Note |
| Exhibit D | Project Description |
| Exhibit E | Project Budget |

SECTION 1 - KEY TERMS

The following capitalized terms have the meanings assigned below.

"Estimated Project Cost" means \$5,683,000.

"Grant Amount" means \$525,000.

"Loan Amount" means \$5,158,000.

"Maturity Date" means the 24th anniversary of the Repayment Commencement Date.

"Note Interest Rate" means 2.09% per annum, computed on the basis of a 360-day year, consisting of twelve 30-day months.

"Payment Date" means December 1.

"Project Closeout Deadline" means 90 days after the earlier of the Project Completion Date or the Project Completion Deadline.

"Project Completion Deadline" means 36 months after the date of this Contract.

"Repayment Commencement Date" means the first Payment Date to occur after the Project Closeout Deadline.

SECTION 2 - FINANCIAL ASSISTANCE

The IFA shall provide Recipient, and Recipient shall accept from IFA, financing for the Project specified below:

- A. A non-revolving loan (the "Loan") in an aggregate principal amount not to exceed the Loan Amount.
- B. A grant (the "Grant") in an aggregate amount not to exceed the Grant Amount.

Notwithstanding the above, the aggregate total of Financing Proceeds disbursed under this Contract cannot exceed the Costs of the Project. If the Project is completed for less than the amount of the Estimated Project Cost, the Grant will be reduced accordingly.

SECTION 3 - DISBURSEMENTS

- A. Reimbursement Basis. The Financing Proceeds will be disbursed to Recipient on an expense reimbursement or costs-incurred basis. The Recipient must submit each disbursement request for the Financing Proceeds on an IFA-provided or IFA-approved disbursement request form ("Disbursement Request").
- B. Financing Availability. The IFA's obligation to make, and Recipient's right to request, disbursements under this Contract terminates on the Project Closeout Deadline.
- C. Payment to Contractors. The IFA, in its sole discretion, may make direct payment to suppliers, contractors and subcontractors and others for sums due them in connection with construction of the Project, instead of reimbursing Recipient for those sums.
- D. Order of Disbursement. The Recipient authorizes IFA to determine whether disbursements will be drawn from the Loan or the Grant, and record the date and amount of each such disbursement. Absent manifest error, such notations will be conclusive evidence for determining accrual of interest on the principal balance of the Loan and the remaining Loan or Grant amount available for disbursement.

SECTION 4 - LOAN PAYMENT; PREPAYMENT

- A. Promise to Pay. The Recipient shall repay the Loan and all amounts due under this Contract and the Note in accordance with their terms. Payments required under this Contract are, without limitation, payable from the sources of repayment described in the Act and this Contract, including but not limited to Exhibit B, and the obligation of Recipient to make all payments is absolute and unconditional. Payments will not be abated, rebated, set-off, reduced, abrogated, terminated, waived, postponed or otherwise modified in any manner whatsoever. Payments cannot remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project, commercial frustration of purpose, any change in the laws, rules or regulations of the United States of America or of the State of Oregon or any political subdivision or governmental authority, nor any failure of IFA to perform any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with the Project or this Contract, or any rights of set off, recoupment, abatement or counterclaim that Recipient might otherwise have against IFA or any other party or parties; provided further, that payments hereunder will not constitute a waiver of any such rights.
- B. Interest. Interest accrues at the Note Interest Rate on each disbursement from the date of disbursement until the Loan is fully paid. All unpaid interest accrued to the Repayment Commencement Date is (in addition to the first regular installment payment due) payable on the Repayment Commencement Date.
- C. Loan Payments. Starting on the Repayment Commencement Date and then on each succeeding Payment Date, Recipient shall make level installment payments of principal and interest, each payment 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, on which date the entire outstanding balance of the Loan is due and payable in full.

D. Loan Prepayments.

- (1) Mandatory Prepayment. The Recipient shall prepay all or part of the outstanding balance of the Loan as required by this Contract or the Note.
- (2) Optional Prepayment. The Recipient may prepay all or part of the outstanding balance of the Loan on any day except a Saturday, Sunday, legal holiday or day that banking institutions in Salem, Oregon are closed.

E. Application of Payments. Regardless of any designation by Recipient, payments and prepayments by Recipient under this Contract or any of the Financing Documents will be applied first to any expenses of IFA, including but not limited to attorneys' fees, then to unpaid accrued interest (in the case of prepayment, on the amount prepaid), then to the principal of the Loan. In the case of a Loan prepayment that does not prepay all the principal of the Loan, IFA will determine, in its sole discretion, the method for how the Loan prepayment will be applied to the outstanding principal payments. A scheduled payment received before the scheduled repayment date will be applied to interest and principal on the scheduled repayment date, rather than on the day such payment is received.

SECTION 5 - CONDITIONS PRECEDENT

A. Conditions Precedent to IFA's Obligations. The IFA's obligations are subject to the receipt of the following items, in form and substance satisfactory to IFA and its Counsel:

- (1) This Contract duly signed by an authorized officer of Recipient.
- (2) The Note duly signed by an authorized officer of Recipient.
- (3) A copy of the ordinance, order or resolution of the governing body of Recipient authorizing the borrowing and the contemplated transactions and the execution and delivery of this Contract, the Note and the other Financing Documents.
- (4) An opinion of Recipient's Counsel.
- (5) Such other certificates, documents, opinions and information as IFA may reasonably require.

B. Conditions to Disbursements. As to any disbursement, IFA has no obligation to disburse funds unless all following conditions are met:

- (1) There is no Default or Event of Default.
- (2) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.
- (3) The IFA, in the reasonable exercise of its administrative discretion, has sufficient moneys in the Fund for use in the Project and has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.
- (4) The IFA (a) has received a completed Disbursement Request, (b) has received any written evidence of materials and labor furnished to or work performed upon the Project, itemized receipts or invoices for payment, and releases, satisfactions or other signed statements or forms as IFA may require, (c) is satisfied that all items listed in the Disbursement Request are reasonable and that the costs for labor and materials were incurred and are properly included in the Costs of the Project, and (d) has determined that the disbursement is only for costs defined as eligible costs under the Act and any implementing administrative rules and policies.

- (5) The Recipient has delivered documentation satisfactory to IFA that, in addition to the Financing Proceeds, Recipient has available or has obtained binding commitments for all funds necessary to complete the Project.
- (6) Any conditions to disbursement elsewhere in this Contract or in the other Financing Documents are met.

SECTION 6 - USE OF FINANCIAL ASSISTANCE

- A. Use of Proceeds. The Recipient shall use the Financing Proceeds only for the activities described in Exhibit D and according to the budget in Exhibit E. The Recipient may not transfer Financing Proceeds among line items in the budget without the prior written consent of IFA.
- B. Costs of the Project. The Recipient shall apply the Financing Proceeds to the Costs of the Project in accordance with the Act and Oregon law, as applicable. Financing Proceeds cannot be used for costs in excess of one hundred percent (100%) of the total Costs of the Project and cannot be used for pre-Award Costs of the Project, unless permitted by Exhibit D.
- C. Costs Paid for by Others. The Recipient may not use any of the Financing Proceeds to cover costs to be paid for by other financing for the Project from another State of Oregon agency or any third party.

SECTION 7 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

The Recipient represents and warrants to IFA:

- A. Estimated Project Cost, Funds for Repayment. A reasonable estimate of the Costs of the Project is shown in section 1, and the Project is fully funded. The Recipient will have adequate funds available to repay the Loan, and the Maturity Date does not exceed the usable life of the Project.
- B. Organization and Authority.
 - (1) The Recipient is a Municipality under the Act, and validly organized and existing under the laws of the State of Oregon.
 - (2) The Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Contract and the other Financing Documents, (b) incur and perform its obligations under this Contract and the other Financing Documents, and (c) borrow and receive financing for the Project.
 - (3) This Contract, the Note and the other Financing Documents executed and delivered by Recipient have been authorized by an ordinance, order or resolution of Recipient's governing body, and voter approval, if necessary, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings.
 - (4) This Contract and the other Financing Documents have been duly executed by Recipient, and when executed by IFA, are legal, valid and binding, and enforceable in accordance with their terms.
- C. Full Disclosure. The Recipient has disclosed in writing to IFA all facts that materially adversely affect the Project, or the ability of Recipient to make all payments and perform all obligations required by this Contract, the Note and the other Financing Documents. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract and the other Financing Documents is true and accurate in all respects.

- D. Pending Litigation. The Recipient has disclosed in writing to IFA all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Recipient to make all payments and perform all obligations required by this Contract, the Note and the other Financing Documents.
- E. No Defaults.
- (1) No Defaults or Events of Default exist or occur upon authorization, execution or delivery of this Contract or any of the Financing Documents.
 - (2) The Recipient has not violated, and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Recipient to make all payments and perform all obligations required by this Contract, the Note and the other Financing Documents.
- F. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract and the other Financing Documents will not: (i) cause a breach of any agreement, indenture, mortgage, deed of trust, or other instrument, to which Recipient is a party or by which the Project or any of its property or assets may be bound; (ii) cause the creation or imposition of any third party lien, charge or encumbrance upon any property or asset of Recipient; (iii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iv) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.
- G. Governmental Consent. The Recipient has obtained or will obtain all permits and approvals, and has made or will make all notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Contract, the Note and the other Financing Documents, for the financing or refinancing and undertaking and completion of the Project.

SECTION 8 - COVENANTS OF RECIPIENT

The Recipient covenants as follows:

- A. Notice of Adverse Change. The Recipient shall promptly notify IFA of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to make all payments and perform all obligations required by this Contract, the Note or the other Financing Documents.
- B. Compliance with Laws. The Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract or the other Financing Documents, and the Project and the operation of the System of which the Project is a component. In particular, but without limitation, Recipient shall comply with the following, as applicable:
- (1) State procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C.
 - (2) State labor standards and wage rates found in ORS chapter 279C.
 - (3) OAR 123-043-0095(4) requirements for signs and notifications.

These laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.

C. Project Completion Obligations. The Recipient shall:

- (1) Provide IFA with copies of all plans and specifications relating to the Project, and a timeline for the bidding/award process, at least ten (10) days before advertising for bids.
- (2) Provide a copy of the bid tabulation and notice of award to IFA within ten (10) days after selecting a construction contractor.
- (3) Permit IFA to conduct field engineering and inspection of the Project at any time.
- (4) Complete the Project using its own fiscal resources or money from other sources to pay for any Costs of the Project in excess of the total amount of financial assistance provided pursuant to this Contract.
- (5) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by the IFA in writing.
- (6) No later than the Project Closeout Deadline, provide IFA with a final project completion report on a form provided by IFA, including Recipient's certification that the Project is complete, all payments are made, and no further disbursements are needed; provided however, for the purposes of this Contract, IFA will be the final judge of the Project's completion.
- (7) Obtain and maintain as-built drawings for all facilities constructed as part of the Project.

D. Ownership of Project. During the term of the Loan, the Project is and will continue to be owned by Recipient. The Project will be operated by Recipient or by a person under a management contract or operating agreement with Recipient. Any such management contract or operating agreement will be structured as a "qualified management contract" as described in IRS Revenue Procedure 97-13, as amended or supplemented.

E. Operation and Maintenance of the Project. The Recipient shall operate and maintain the Project in good repair and operating condition so as to preserve the long term public benefits of the Project, including making all necessary and proper repairs, replacements, additions, and improvements during term of the Loan. On or before the Project Closeout Deadline, Recipient shall adopt a plan acceptable to IFA for the on-going operation and maintenance of the Project without reliance on IFA financing and furnish IFA, at its request, with evidence of such adoption. The plan must include measures for generating revenues sufficient to assure the operation and maintenance of the Project during the usable life of the Project.

F. Insurance, Damage. The Recipient shall maintain, or cause to be maintained, insurance policies with responsible insurers or self insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar facilities. Nothing in this provision precludes Recipient from exerting a defense against any party other than IFA, including a defense of immunity. If the Project or any portion is destroyed, any insurance proceeds will be paid to IFA and applied to prepay the outstanding balance on the Loan in accordance with section 4.D.(1), unless IFA agrees in writing that the insurance proceeds may be used to rebuild the Project.

G. Sales, Leases and Encumbrances. Except as specifically described in Exhibit D, Recipient shall not sell, lease, exchange, abandon, transfer or otherwise dispose of any substantial portion of or interest in the Project or any system that provides revenues for payment or is security for the Loan, unless worn out, obsolete, or, in the reasonable business judgment of Recipient, no longer useful in the operation of the Project. Nevertheless, IFA may consent to such disposition if it has received 90 days' prior written notice from Recipient. Such consent may require assumption by transferee of all of Recipient's obligations under the Financing Documents and payment of IFA's costs related to such

assumption, and receipt by IFA of an opinion of Bond Counsel to the effect that such disposition complies with applicable law and will not adversely affect the exclusion of interest on any Lottery Bonds from gross income for purposes of federal income taxation under Section 103(a) of the Code. The term "Bond Counsel" means a law firm determined by IFA to have knowledge and expertise in the field of municipal law and whose opinions are generally accepted by purchasers of municipal bonds. In the case of sale, exchange, transfer or other similar disposition, Recipient shall, within 30 days of receipt of any proceeds from such disposition, prepay the entire outstanding balance on the Loan in accordance with section 4.D.(1), unless IFA agrees otherwise in writing. If Recipient abandons the Project, Recipient shall prepay the entire outstanding balance of the Loan immediately upon demand by IFA.

- H. Condemnation Proceeds. If the Project or any portion is condemned, any condemnation proceeds will be paid to IFA and applied to prepay the outstanding balance of the Loan in accordance with section 4.D.(1).
- I. Financial Records. The Recipient shall keep accurate books and records for the revenues and funds that are the source of repayment of the Loan, separate and distinct from its other books and records, and maintain them according to generally accepted accounting principles established by the Government Accounting Standards Board in effect at the time. The Recipient shall have these records audited annually by an independent certified public accountant, which may be part of the annual audit of all records of Recipient.
- J. Inspections; Information. The Recipient shall permit IFA and any party designated by IFA: (i) to inspect, at any reasonable time, the property, if any, constituting the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters, and financial statements or other documents related to its financial standing. The Recipient shall supply any related reports and information as IFA may reasonably require. In addition, Recipient shall, upon request, provide IFA with copies of loan documents or other financing documents and any official statements or other forms of offering prospectus relating to any other bonds, notes or other indebtedness of Recipient that are issued after the date of this Contract.
- K. Records Maintenance. The Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project or the Financing Proceeds until the date that is three years following the later of the final maturity of the Lottery Bonds or the final maturity or redemption date of any obligation, or series of obligations, that refinanced the Lottery Bonds, or such longer period as may be required by other provisions of this Contract or applicable law. Such documentation includes, but may not be limited to, all documentation necessary to establish the uses and investment of the Loan proceeds, all construction contracts and invoices detailing the costs paid from Loan proceeds, and all contracts related to the uses of the Project, including leases, management contracts and service contracts.
- L. Economic Benefit Data. The IFA may require Recipient to submit specific data on the economic development benefits of the Project and other information to evaluate the success and economic impact of the Project, from the date of this Contract until six years after the Project Completion Date. The Recipient shall, at its own expense, prepare and submit the data within the time specified by IFA.
- M. Minority, Women & Emerging Small Business. ORS 200.090 requires all public agencies to "aggressively pursue a policy of providing opportunities for available contracts to emerging small businesses..." The IFA encourages Recipient in any contracting activity to follow good faith efforts as described in ORS 200.045, available at <http://www.leg.state.or.us/ors/200.html>. Additional resources are provided by the Director of Economic & Business Equity at

<http://www.oregon.gov/gov/MWESB/Pages/index.aspx>. Also, the Office of Minority, Women, and Emerging Small Business at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified MWESB firms on the web at: <http://imd10.cbs.state.or.us/ex/dir/omwesb/>.

- N. **Professional Responsibility.** A professional engineer or architect, as applicable, registered and in good standing in Oregon, will be responsible for the design and construction of the Project. All service providers retained for their professional expertise must be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty. The Recipient shall follow standard construction practices, such as bonding requirements for construction contractors, requiring errors and omissions insurance, and performing testing and inspections during construction.
- O. **Notice of Default.** The Recipient shall give IFA prompt written notice of any Default as soon as any senior administrative or financial officer of Recipient becomes aware of its existence or reasonably believes a Default is likely.
- P. **Indemnity.** To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless IFA and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys' fees incurred related to any actual or alleged act or omission by Recipient, or its employees, agents or contractors; however, the provisions of this section are not to be construed as a waiver of any defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon.
- Q. **Further Assurances.** The Recipient shall, at the request of IFA, authorize, sign, acknowledge and deliver any further resolutions, conveyances, transfers, assurances, financing statements and other instruments and documents as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Contract and the other Financing Documents.
- R. **Exclusion of Interest from Federal Gross Income and Compliance with Code.**
- (1) The Recipient shall not take any action or omit to take any action that would result in the loss of the exclusion of the interest on any Lottery Bonds from gross income for purposes of federal income taxation, as governed by Section 103(a) of the Code. IFA may decline to disburse the Financing Proceeds if it finds that the federal tax exemption of the Lottery Bonds cannot be assured.
 - (2) The Recipient shall not take any action (including but not limited to the execution of a management agreement for the operation of the Project) or omit to take any action that would cause any Lottery Bonds to be "private activity bonds" within the meaning of Section 141(a) of the Code. Accordingly, unless Recipient receives the prior written approval of IFA, Recipient shall not permit in excess of ten percent (10%) of either (a) the Financing Proceeds or (b) the Project financed or refinanced with the Financing Proceeds to be directly or indirectly used in any manner that would constitute "private business use" within the meaning of Section 141(b)(6) of the Code, including not permitting more than one half of any permitted private business use to be "disproportionate related business use" or private business use unrelated to the government use of the Financing Proceeds. Unless Recipient receives the prior written approval of IFA, Recipient shall not directly or indirectly use any of the Financing Proceeds to make or finance loans to persons other than governmental units, as that term is used in Section 141(c) of the Code.

- (3) The Recipient shall not directly or indirectly use or permit the use of any of the Financing Proceeds or any other funds, or take any action or omit to take any action, which would cause any Lottery Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code.
- (4) The Recipient shall not cause any Lottery Bonds to be treated as "federally guaranteed" for purposes of Section 149(b) of the Code, as may be modified in any applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service with respect to "federally guaranteed" obligations described in Section 149(b) of the Code. For purposes of this paragraph, any Lottery Bonds will be treated as "federally guaranteed" if: (a) all or any portion of the principal or interest is or will be guaranteed directly or indirectly by the United States of America or any agency or instrumentality thereof, or (b) five percent (5%) or more of the proceeds of the Lottery Bonds will be (i) used in making loans if the payment of principal or interest is guaranteed in whole or in part by the United States of America or any agency or instrumentality thereof, or (ii) invested directly or indirectly in federally insured deposits or accounts, and (c) none of the exceptions described in Section 149(b)(3) of the Code apply.
- (5) The Recipient shall assist IFA to ensure that all required amounts are rebated to the United States of America pursuant to Section 148(f) of the Code. The Recipient shall pay to IFA such amounts as may be directed by IFA to satisfy the requirements of Section 148(f) applicable to the portion of the proceeds of any tax-exempt bonds, including any Financing Proceeds or other amounts held in a reserve fund. The Recipient further shall reimburse IFA for the portion of any expenses it incurs related to the Project that is necessary to satisfy the requirements of Section 148(f) of the Code.
- (6) Upon IFA's request, Recipient shall furnish written information regarding its investments and use of Financing Proceeds, and of any facilities financed or refinanced therewith, including providing IFA with any information and documentation that IFA reasonably determines is necessary to comply with the arbitrage and private use restrictions that apply to the Lottery Bonds.
- (7) Notwithstanding anything to the contrary, so long as is necessary to maintain the exclusion from gross income for purposes of federal income taxation of interest on any Lottery Bonds, the covenants contained in this subsection will survive the payment of the Loan and the Lottery Bonds, and the interest thereon, including the application of any unexpended Financing Proceeds. The Recipient acknowledges that the Project may be funded with proceeds of the Lottery Bonds and that failure to comply with the requirements of this subsection could adversely affect any exclusion of the interest on the Lottery Bonds from gross income for federal income tax purposes.
- (8) Neither Recipient nor any related party to Recipient, within the meaning of 26 C.F.R. §1.150-1(b), shall purchase any Lottery Bonds, from which proceeds were used to finance the Project, in an amount related to the amount of the Loan and Grant.

SECTION 9 - DEFAULTS

Any of the following constitutes an "Event of Default":

- A. The Recipient fails to make any Loan payment when due.
- B. The Recipient fails to make, or cause to be made, any required payments of principal, redemption premium, or interest on any bonds, notes or other material obligations, for any other loan made by the State of Oregon.

- C. Any false or misleading representation is made by or on behalf of Recipient, in this Contract, in any other Financing Document or in any document provided by Recipient related to this Loan or the Project or in regard to compliance with the requirements of Section 103 and Sections 141 through 150 of the Code.
- D. (1) A petition, proceeding or case is filed by or against Recipient under any federal or state bankruptcy or insolvency law, and in the case of a petition filed against Recipient, Recipient acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal;
- (2) The Recipient files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, liquidation, dissolution, winding-up or composition or adjustment of debts;
- (3) The Recipient becomes insolvent or bankrupt or admits its inability to pay its debts as they become due, or makes an assignment for the benefit of its creditors;
- (4) The Recipient applies for or consents to the appointment of, or taking of possession by, a custodian (including, without limitation, a receiver, liquidator or trustee) of Recipient or any substantial portion of its property; or
- (5) The Recipient takes any action for the purpose of effecting any of the above.
- E. The Recipient defaults under any other Financing Document and fails to cure such default within the applicable grace period.
- F. The Recipient fails to perform any obligation required under this Contract, other than those referred to in subsections A through E of this section 9, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by IFA. The IFA may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 10 - REMEDIES

- A. Remedies. Upon any Event of Default, IFA may pursue any or all remedies in this Contract, the Note or any other Financing Document, and any other remedies available at law or in equity to collect amounts due or to become due or to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to:
 - (1) Terminating IFA's commitment and obligation to make any further disbursements of Financing Proceeds under the Contract.
 - (2) Declaring all payments under the Note and all other amounts due under any of the Financing Documents immediately due and payable, and upon notice to Recipient the same become due and payable without further notice or demand.
 - (3) Barring Recipient from applying for future awards.
 - (4) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract, including as provided in ORS 285B.599; however, this provision is not to be construed in a way that Recipient's obligations would constitute debt that violates Section 10, Article XI of the Oregon Constitution.
 - (5) Foreclosing liens or security interests pursuant to this Contract or any other Financing Document.
 - (6) Requiring repayment of the Grant and all interest earned by Recipient on those Grant funds.

- B. Application of Moneys. Any moneys collected by IFA pursuant to section 10.A will be applied first, to pay any attorneys' fees and other fees and expenses incurred by IFA; then, to repay any Grant proceeds owed; then, to pay interest due on the Loan; then, to pay principal due on the Loan; and last, to pay any other amounts due and payable under this Contract or any of the Financing Documents.
- C. No Remedy Exclusive; Waiver; Notice. No remedy available to IFA is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract or any of the Financing Documents will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. The IFA is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 9 of this Contract.
- D. Default by IFA. In the event IFA defaults on any obligation in this Contract, Recipient's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of IFA's obligations.

SECTION 11 - MISCELLANEOUS

- A. Time is of the Essence. The Recipient agrees that time is of the essence under this Contract and the other Financing Documents.
- B. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.
- (1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
 - (2) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.
 - (3) This Contract will be binding upon and inure to the benefit of IFA, Recipient, and their respective successors and permitted assigns.
 - (4) The Recipient may not assign or transfer any of its rights or obligations or any interest in this Contract or any other Financing Document without the prior written consent of IFA. The IFA may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to IFA, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of IFA's Counsel and Bond Counsel. Any approved assignment is not to be construed as creating any obligation of IFA beyond those in this Contract or other Financing Documents, nor does assignment relieve Recipient of any of its duties or obligations under this Contract or any other Financing Documents.
 - (5) The Recipient hereby approves and consents to any assignment, sale or transfer of this Contract and the Financing Documents that IFA deems to be necessary.
- C. Disclaimer of Warranties; Limitation of Liability. The Recipient agrees that:
- (1) The IFA makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.

(2) In no event are IFA or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Contract or the existence, furnishing, functioning or use of the Project.

D. Notices. All notices to be given under this Contract or any other Financing Document must be in writing and addressed as shown below, or to other addresses that either party may hereafter indicate pursuant to this section. Notices may only be delivered by personal delivery or mailed, postage prepaid. Any such notice is effective five calendar days after mailing, or upon actual delivery if personally delivered.

If to IFA: Program Services Division Manager
Infrastructure Finance Authority
Oregon Business Development Department
775 Summer Street NE, Suite 200
Salem, OR 97301-1280

If to Recipient: Assistant City Engineer
City of Astoria
1095 Duane Street
Astoria, OR 97103

E. No Construction against Drafter. This Contract is to be construed as if the parties drafted it jointly.

F. Severability. If any term or condition of this Contract is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.

G. Amendments, Waivers. This Contract may not be amended without the prior written consent of IFA (and when required, the Department of Justice) and Recipient. This Contract may not be amended in a manner that is not in compliance with the Act. No waiver or consent is effective unless in writing and executed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.

H. Attorneys' Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract 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.

I. Choice of Law; Designation of Forum; Federal Forum. 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 Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

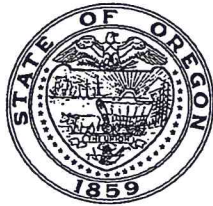
Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any

form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

J. Integration. This Contract (including all exhibits, schedules or attachments) and the other Financing Documents constitute the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.

K. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

The Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.



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 Willis Van Dusen
Mayor of Astoria

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN
ACCORDANCE WITH ORS 291.047:

/s/ Lynn Nagasako as per email dated 24 February 2014
Lynn T. Nagasako, Sr. Assistant Attorney General

By: _____
Brett Estes, Interim City Manager

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY

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EXHIBIT A - GENERAL DEFINITIONS

As used in this Contract, the following terms have the meanings below.

“Act” means ORS 285B.560 through 285B.599, as amended.

“Award” means the award of financial assistance to Recipient by IFA dated 4 February 2014.

“C.F.R.” means the Code of Federal Regulations.

“Code” means the Internal Revenue Code of 1986, as amended, including any implementing regulations and any administrative or judicial interpretations.

“Costs of the Project” means Recipient’s actual costs (including any financing costs properly allocable to the Project) that are (a) reasonable, necessary and directly related to the Project, (b) permitted by generally accepted accounting principles to be Costs of the Project, and (c) are eligible or permitted uses of the Financing Proceeds under applicable state or federal statute and rule.

“Counsel” means an attorney at law or firm of attorneys at law duly admitted to practice law before the highest court of any state, who may be of counsel to, or an employee of, IFA or Recipient.

“Default” means an event which, with notice or lapse of time or both, would become an Event of Default.

“Financing Documents” means this Contract and all agreements, instruments, documents and certificates (including but not limited to all promissory notes) executed pursuant to or in connection with IFA’s financing of the Project.

“Financing Proceeds” means the proceeds of the Loan and Grant collectively or Loan or Grant individually without distinction.

“Lottery Bonds” means any bonds issued by the State of Oregon that are special obligations of the State of Oregon, payable from unobligated net lottery proceeds, the interest on which is exempt from federal income taxation, together with any refunding bonds, used to finance or refinance the Project through the initial funding or refinancing of all or a portion of the Loan or Grant.

“Municipality” means any entity described in ORS 285B.410(8).

“Note” means that certain promissory note evidencing the Loan, substantially in the form of Exhibit C, signed by Recipient in favor of IFA, as amended, extended or renewed from time to time.

“ORS” means the Oregon Revised Statutes.

“Project Completion Date” means the date on which Recipient completes the Project.

“System” means Recipient’s wastewater and storm drain systems, which includes the Project or components of the Project, as it may be modified or expanded from time to time.

EXHIBIT B - SECURITY

- A. General Fund Pledge. The Recipient pledges its full faith and credit and taxing power within the limitations of Article XI, sections 11 and 11 b, of the Oregon Constitution to pay the amounts due under this Contract and the Note. This Contract and the Note are payable from all legally available funds of Recipient.
- B. Pledge of Net Revenues of the System
1. All payment obligations under this Contract, the Note and the other Financing Documents are payable from the revenues of Recipient's System after payment of operation and maintenance costs of the System ("Net Revenues"). The Recipient irrevocably pledges and grants to IFA a security interest in the Net Revenues to pay all of its obligations under this Contract, the Note and the other Financing Documents. The Net Revenues pledged pursuant to the preceding sentence and received by Recipient will immediately be subject to the lien of this pledge without physical delivery or further act, and the lien of this pledge is superior to all other claims and liens, except as provided in subsections 2 and 3 of this section B, to the fullest extent permitted by ORS 287A.310. The Recipient represents and warrants that this pledge of Net Revenues complies with, and is valid and binding from the date of this Contract as described in, ORS 287A.310.
 2. The Recipient shall not incur any obligation payable from or secured by a lien on and pledge of the Net Revenues that is superior to or on parity with the Loan unless the annual Net Revenues exceed one hundred twenty percent (120%) of the annual debt service on the Loan and any other obligations superior to or issued or deemed to be on a parity with the Loan. Prior to the issuance of any obligation to be issued superior to or on parity with the Loan, Recipient shall deliver to IFA a certificate demonstrating that the requirements of this paragraph are satisfied.
 3. Notwithstanding the requirements of subsection 2 of this section B, loans previously made and loans made in the future by IFA to Recipient that are secured by the Net Revenues may have a lien on such Net Revenues on parity with the Loan; provided that nothing in this paragraph will adversely affect the priority of any of IFA's liens on such Net Revenues in relation to the lien(s) of any third party(ies).
 4. The Recipient shall charge rates and fees in connection with the operation of the System which, when combined with other gross revenues, are adequate to generate the Net Revenues each fiscal year at least equal to one hundred twenty percent (120%) of the annual debt service due in the fiscal year on the Loan, any outstanding senior lien obligations and all obligations issued or deemed to be on parity with the Loan.
 5. The Recipient may establish a debt service reserve fund to secure repayment of obligations that are issued on parity with the Loan, provided that no deposit of the Net Revenues of the System into the debt service reserve fund is permitted until provision is made for the payment of all debt service on the Loan and any senior and parity obligations (including any obligations described in subsection 3 above) for the 12-month period after such deposit.

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 Five Million, One Hundred Fifty-Eight Thousand Dollars (\$5,158,000) 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: _____XXXXXXXXXXXXXXXXXXXXXXXXXX

Title: _____XXXXXXXXXXXXXXXXXXXXXXXXXX

By: _____XXXXXXXXXXXXXXXXXXXXXXXXXX

Title: _____XXXXXXXXXXXXXXXXXXXXXXXXXX

Sample

EXHIBIT D - PROJECT DESCRIPTION

The Recipient will, with the assistance of a licensed engineer and contractor(s), design and install approximately 8,100 l.f. of new storm sewer pipe and inflow facilities, and disconnect springs, catch basins and street drainage from the existing combined sewer system. Water or sewer pipes that are compromised as a result of the Project will be replaced.

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

Oregon Business Development Department Budget



Recipient: City of Astoria
Project Name: City of Astoria Sixteenth Street Combined Sewer Overflow Separation Project
Funding Programs: Water/Wastewater Financing Program

Project Number: Y14006

| (A) Activity | Department Funds | | | | Other / Matching Funds | | | All Funds (J) = [C+D+G+H] Disbursed & Expended |
|--------------------------|------------------------|----------------------------|------------------------|--------------------------|------------------------|---------------------------|----------------------------|---|
| | (B) Approved Budget | (C) Prior Disbursements | (D) Current Request | (E) = [B-C-D] Balance | (F) Approved Budget | (G) Prior Expenditures | (H) Current Expenditure | |
| Engineering Construction | \$523,000 | | | | | | | |
| Construction Contingency | 3,801,000 | | | | | | | |
| Construction Management | 951,000 | | | | | | | |
| Construction Inspection | 150,000 | | | | | | | |
| Environmental Review | 240,000 | | | | | | | |
| Permits and Fees | 8,000 | | | | | | | |
| | 10,000 | | | | | | | |
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| Total | \$5,683,000 | | | | | | | |



March 17, 2014

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER PRO TEM

SUBJECT: **WASTEWATER TREATMENT PLANT EFFLUENT TREATMENT UPGRADES – PAY ADJUSTMENT**

DISCUSSION/ANALYSIS

The Wastewater Treatment Plant (WWTP) Effluent Treatment Upgrades project includes the following improvements:

- Dechlorination equipment and instrumentation
- Chlorine contact chamber upgrades
- Wastewater effluent flow meter replacement
- Wastewater effluent pH adjustment equipment and instrumentation
- Chlorine feed system upgrades and instrumentation

In November 2012, the construction contract was awarded to R&G Excavating (R&G) in the amount of \$1,049,000 and construction began in May 2013. Project construction is substantially complete and R&G is currently working on a few remaining final punch list items.

Pay adjustment No. 3 for \$5,106.37 includes several changes that are itemized below:

| | |
|--|------------|
| A. Paving of baffle wall walking surface | \$2,347.35 |
| B. Backflow Prevention Assembly modifications | \$1,088.85 |
| C. Electrical modifications for Effluent Control Structure | \$767.12 |
| D. Blow-off for chemical feed lines | \$187.50 |
| E. Bracket for oxidation reduction potential probe | \$201.31 |
| F. Retrieval chain for probes | \$307.56 |
| G. Threshold for roll-up door | \$206.68 |

The largest line item in this change order is for pavement that was installed on the walking surface portion of the baffle wall. An asphalt surface is slip-resistant for maintenance access and will require minimal maintenance and provides for long-term durability in the exposed environment. Other work associated with this change order

was due to adjustments for field conditions and changes that benefit the overall operation and maintenance of the system.

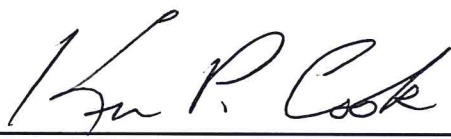
The following is a summary of the pay adjustments to date:

| Pay Adjustment | Amount | Contract Amount | Contingency Balance | Contingency Balance Percentage |
|----------------|-------------|-----------------|---------------------|--------------------------------|
| | | \$1,049,000.00 | \$105,000.00 | 100% |
| 1 | \$25,223.97 | \$1,074,223.97 | \$79,776.03 | 76% |
| 2 | \$0.00 | \$1,074,223.97 | \$79,776.03 | 76% |
| 3 | \$18,256.27 | \$1,092,480.24 | \$61,519.76 | 59% |
| 4 | \$5,106.37 | \$1,097,586.61 | \$56,413.39 | 54% |

This is expected to be the final change order for this project. A typical 10% construction contingency was budgeted for this project, which amounted to \$105,000. Of that contingency, \$48,586.61 was expended or 4.6% of the bid amount. A combination of factors contributed to the low change orders including diligent planning and design of primarily above-ground improvements, a minimum of unforeseen conditions, and quality construction with diligent inspection oversight.

RECOMMENDATION

It is recommended that the City Council authorize this pay adjustment for the WWTP Effluent Treatment Upgrades project for \$5,106.37. Funds are available for this project through IFA funding.

Submitted By: 
Ken P. Cook, Public Works Director

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



Astoria
ENGINEERING
DIVISION

CHANGE ORDER #4

DATE: March 17, 2014
 PROJECT: Wastewater Treatment Plant Effluent Treatment Upgrades
 CONTRACTOR: R&G Excavating, Inc.

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

| Item | Description | Total Cost |
|-----------------------------|---|-------------------|
| A. | Paving of baffle wall walking surface | \$2,347.35 |
| B. | Backflow Prevention Assembly modifications | \$1,088.85 |
| C. | Electrical modifications for Effluent Control Structure | \$767.12 |
| D. | Blow-off for chemical feed lines | \$187.50 |
| E. | Bracket for ORP probe | \$201.31 |
| F. | Retrieval chain for probes | \$307.56 |
| G. | Threshold for roll-up door | \$206.68 |
| TOTAL CHANGE ORDER = | | \$5,106.37 |

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

EXPLANATION:

See attached documentation.

CHANGE ORDER ACCEPTED BY:

 City Support Engineer Date

 Public Works Director Date

 City Manager Date

 Mayor Date

City of Astoria

Change Order

Page 1 of 2

Contract Change Order No. 4

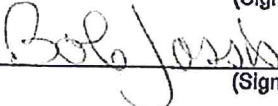
Contract Name WWTP Effluent Treatment Upgrade Orig. Contract Amt. \$ 1,049,000.00 Days
 Contract No. 560738 Prev. Appvd. Changes \$ 48,986.33 Days
 Contractor R&G Excavating, Inc. This Change \$ 5,106.37 Days
 Owner City of Astoria Revised Contract Amt. \$ 1,103,092.70 Days

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

| Description of Changes | Increase In Contract Amount (\$) | (Decrease) In Contract Amount (\$) | Contract Time Extension (days) |
|--|----------------------------------|------------------------------------|--------------------------------|
| A. Paving of Baffle Wall walking surface | 2,347.35 | | |
| B. Backflow Prevention Assembly modifications | 1,088.85 | | |
| C. Provide Effluent Control Structure wth two 20-amp, 120-volt circuits and weatherproof GFI outlet; and change heat trace breaker from 120-volt to 240-volt breaker | 767.12 | | |
| D. Blowoff for chemical feed lines | 187.50 | | |
| E. Bracket for ORP probe in effluent control structure and location change | 201.31 | | |
| F. Retrieval chain for probes | 307.56 | | |
| G. Threshold for roll-up door | 206.68 | | |
| Totals | 5,106.37 | | |
| Net change in contract amount increase or (decrease) | 5,106.37 | | |

The amount of the contract will be increased (decreased) by the sum of \$ 5,106.37 and the contract time shall be extended by -0- calendar days. The undersigned Contractor approves the foregoing Change Order as to the changes, if any, in the contract price specified for each item including any and all supervision costs and other miscellaneous costs relating to the change in work, and as to the extension of time allowed, if any, for completion of the entire work on account of said Change Order. The Contractor agrees to furnish all labor and materials and perform all other necessary work, inclusive of the directly or indirectly related to the approved time extension, required to complete the Change order items. This document will become a supplement of the contract and all provisions will apply hereto. It is understood that the Change Order shall be effective when approved by the Owner.

Recommended:  /Construction Manager Date: March 13, 2014
(Signature)

Accepted:  /Contractor Date: 03/13/2014
(Signature)

Approved: _____ /Owner Date: _____
(Signature)



March 17, 2014

MEMORANDUM

TO: MAYOR AND CITY COUNCIL
 FROM:  BRETT ESTES, CITY MANAGER PRO TEM
 SUBJECT: 11TH STREET CSO SEPARATION PROJECT – PAY ADJUSTMENT NO. 6

DISCUSSION/ANALYSIS

The 11th St. Combined Sewer Overflow (CSO) Separation project primarily consisted of installing over 10,000 linear feet of new stormwater pipe. In certain instances, existing water and sanitary sewer pipes were replaced where construction of the new storm pipe compromised the integrity of the existing infrastructure. Due to the extent of utility replacement work along 8th St., the entire roadway, from Commercial to Niagara was rebuilt from curb to curb and most of the sidewalk was replaced.

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

- | | |
|--|--|
| 8 th St. from Commercial to Niagara | 12 th St. from Exchange to Kensington |
| 9 th St. from Duane to Harrison | Irving Ave from 11 th St. to 12 th St. |
| 10 th St. from Duane to Jerome | 9 th St. from Marine Dr. to the outfall |
| 11 th St. from Exchange to Irving | |

Substantial completion of the construction work was achieved by Tapani, Inc. on schedule in December 2013 to meet the DEQ deadline. Since that time, Tapani crews have been working on final punch list items, which could continue for the next few months.

Pay adjustment No. 6, for \$64,387.79, includes a variety of changes that are itemized below:

| | |
|--|-------------|
| A. Additional time for pipe bursting through reinforced concrete pipe | \$6,739.57 |
| B. Conflict with CenturyLink at 8 th St and Exchange | \$3,858.76 |
| C. Retaining wall on east side of 8 th St, south of Franklin | \$11,396.85 |
| D. Conflict with CenturyLink at 8 th St and Kensington | \$5,858.65 |
| E. Front yard restoration at 780 8 th St | \$1,100.00 |
| F. Shoulder rock behind sidewalk at 9 th St and Harrison | \$742.14 |
| G. Permanent signing on 9 th through 12 th Streets | \$4,670.03 |
| H. Weir dam installation at 8 th St and Commercial | \$799.00 |
| I. Additional concrete work | \$8,926.58 |
| J. Site restoration on 9 th St between Franklin and Grand | \$16,547.19 |
| K. Driveway at on 8 th St between Franklin and Grand | \$600.00 |
| L. Additional ADA ramp construction staking | \$2,849.02 |
| M. Additional wood step at 640 8 th St | \$300.00 |

The three largest line items in this change order are for construction of concrete features. One of the items is cost for stairs that were constructed within unimproved right-of-way on 9th St between Franklin and Grand to replace the existing substandard asphalt path that was removed during construction. City staff worked closely with the adjacent property owners and neighbors on the alignment and strategy of this work. Another of the additional concrete cost is associated with the landscape retaining wall that was constructed on 8th St to mitigate for the change in road grade.

This change order also includes cost due to more CenturyLink conflicts. The total amount of \$9,717.41 due to these conflicts was included in the claim to CenturyLink. A claim was submitted to CenturyLink in December. We have been informed that a formal response is forthcoming.

Other work associated with this change order was due to adjustments for field conditions and changes that benefit the operation and maintenance of the system.

Staff recommended, and Council approved, a 15% contingency on this project due to the scope, scale, and potential for encountering unknown conditions during construction. The construction contingency of 15% totals \$857,577. The following is a summary of the pay adjustments to date:

| Pay Adjustment | Amount | Contract Amount | Contingency Balance | Contingency Balance Percentage |
|----------------|--------------|-----------------|---------------------|--------------------------------|
| | | \$5,717,177.00 | \$857,577.00 | 100% |
| 1 | \$4,391.37 | \$5,721,568.37 | \$853,185.63 | 99% |
| 2 | \$35,877.10 | \$5,757,445.47 | \$817,308.53 | 95% |
| 3 | \$69,521.82 | \$5,826,967.29 | \$747,786.71 | 87% |
| 4 | \$349,562.50 | \$6,176,529.79 | \$398,224.21 | 46% |
| 5 | \$69,755.12 | \$6,246,284.91 | \$328,469.09 | 38% |
| 6 | \$64,387.79 | \$6,310,672.70 | \$264,081.30 | 31% |

Tapani is making steady progress on the remaining final punch list items. There is an additional change order that is currently under negotiation between the City and Tapani. A final change order is expected to be presented to Council in the next couple months.

RECOMMENDATION

It is recommended that the City Council authorize this pay adjustment for the 11th Street CSO Separation project for \$64,387.79. Funds are available for this project through IFA funding.

Submitted By: 
Ken P. Cook, Public Works Director

Prepared By: 
Cindy D. Moore, City Support Engineer



Astoria
ENGINEERING
DIVISION

CHANGE ORDER #6

DATE: March 17, 2014
PROJECT: 11th St CSO Separation
CONTRACTOR: Tapani, Inc.

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

| Item | Description | Quantity | Unit Cost | Total Cost |
|----------------------|--------------------------------|----------|-------------|-------------|
| | See attached items A through M | 1 LS | \$64,387.79 | \$64,387.79 |
| Change Order Total = | | | | \$64,387.79 |

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

EXPLANATION:

See attached documentation.

CHANGE ORDER ACCEPTED BY:

City Support Engineer Date

Public Works Director Date

City Manager Date

Mayor Date

City of Astoria

Change Order

Page 1 of 2

Contract Change Order No. 6

| | | |
|--|--|------|
| Contract Name <u>11th Street CSO Separation Project</u> | Orig. Contract Amt. \$ <u>5,717,177.00</u> | Days |
| Contract No. <u>560736</u> | Prev. Appvd. Changes \$ <u>529,107.91</u> | Days |
| Contractor <u>Tapani, Inc.</u> | This Change \$ <u>64,387.79</u> | Days |
| Owner <u>City of Astoria</u> | Revised Contract Amt. \$ <u>6,310,672.70</u> | Days |

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

| Description of Changes | Increase in Contract Amount (\$) | (Decrease) in Contract Amount (\$) | Contract Time Extension (days) |
|--|----------------------------------|------------------------------------|--------------------------------|
| A. Additional time for pipe bursting through reinforced concrete pipe instead of clay pipe as shown on Drawings | 6,739.57 | | |
| B. Conflict with SS MH-6 and Century Link duct bank at 8 th and Exchange | 3,858.76 | | |
| C. Retaining wall on east side of 8 th south of Franklin | 11,396.85 | | |
| D. Conflict with storm drain and Century Link duct bank at 8 th and Kensington | 5,858.65 | | |
| E. Silverman front yard restoration | 1,100.00 | | |
| F. Shoulder rock behind sidewalk at 9 th and Harrison | 742.14 | | |
| G. Permanent signing on 9 th through 12 th Streets | 4,670.03 | | |
| H. Weir dam installation in SS-A1-MH-1 at 8 th and Commercial | 799.00 | | |
| I. Additional Concrete Work | 8,926.58 | | |
| J. Site restoration on 9 th between Franklin and Grand (concrete steps, handrail, topsoil, etc.) less \$10,000 Allowance in Bid Schedule for Force Account work | 16,547.19 | | |
| K. Driveway at pigeon steps on 8 th – Franklin to Grand | 600.00 | | |
| L. Additional ADA ramp construction staking | \$2,849.02 | | |
| M. Additional wood step at 640 8 th Street | 300.00 | | |
| Totals | 64,387.79 | | |
| Net change in contract amount increase or (decrease) | 64,387.79 | | |

The amount of the contract will be increased (decreased) by the sum of \$ 64,387.79 and the contract time shall be extended by -0- calendar days. The undersigned Contractor approves the foregoing Change Order as to the changes, if any, in the contract price specified for each item including any and all supervision costs and other miscellaneous costs relating to the change in work, and as to the extension of time allowed, if any, for completion of the entire work on account of said Change Order. The Contractor agrees to furnish all labor and materials and perform all other necessary work, inclusive of the directly or indirectly related to the approved time extension, required to complete the Change order items. This document will become a supplement of the contract and all provisions will apply hereto. It is understood that the Change Order shall be effective when approved by the Owner.

Recommended: Bob Jossis /Construction Manager Date: 03/10/14
(Signature)

Accepted: [Signature] /Contractor Date: 3/7/2014
(Signature)

Approved: _____ /Owner Date: _____
(Signature)

City of Astoria

Change Order Technical Justification

Contract Change Order No. 06

Date 24 March 2014

Contract Name 11th St. CSO Separation Project Contract No. 560736

Contractor Tapani, Inc. Owner City of Astoria

Change Order No. 06-A

- A. Description of Change: Additional time for pipe bursting through reinforced concrete pipe instead of clay pipe
- B. Reason for Change: Drawings indicated clay pipe which is much easier to burst than reinforced concrete pipe
- C. Alternatives Considered: None
- D. Impact of Non-incorporation: Uncompleted project

Change Order No. 06-B

- A. Description of Change: Conflict with SS MH-6 and Century Link duct bank at 8th and Exchange
- B. Reason for Change: Unmarked or inaccurately marked Century Link duct bank
- C. Alternatives Considered: Wait for Century Link to relocate its duct bank
- D. Impact of Non-incorporation: Significantly higher Tapani costs for standby time and delay of project completion

Change Order No. 06-C

- A. Description of Change: Retaining wall on east side of 8th south of Franklin
- B. Reason for Change: As-designed change in 8th Street grade resulted in a short section of retaining wall required
- C. Alternatives Considered: None
- D. Impact of Non-incorporation: Abutting property would have been in jeopardy of being damaged

Change Order No. 06-D

- A. Description of Change: Conflict with storm drain and Century Link duct bank at 8th and Kensington
- B. Reason for Change: Unmarked or inaccurately marked Century Link duct bank
- C. Alternatives Considered: Wait for Century Link to relocate its duct bank
- D. Impact of Non-incorporation: Significantly higher Tapani costs for standby time and delay of project completion

Change Order No. 06-E

- A. Description of Change: Silverman front yard restoration
- B. Reason for Change: Utility installation required encroachment onto Silverman private property
- C. Alternatives Considered: None
- D. Impact of Non-incorporation: Unsatisfied citizen

Change Order No. 06-F

- A. Description of Change: Shoulder rock behind sidewalk at 9th and Harrison
- B. Reason for Change: Design change to street grade required additional "blending" rock to meet existing grade behind sidewalk
- C. Alternatives Considered: Not provide rock behind sidewalk
- D. Impact of Non-incorporation: Unsatisfied citizen and safety hazard

Change Order No. 06-G

- A. Description of Change: Permanent signing on 9th through 12th Streets
- B. Reason for Change: Permanent signing not included in original project design
- C. Alternative Considered: City install signing
- D. Impact of Non-incorporation: Traffic safety hazards

Change Order No. 06-H

- A. Description of Change: Weir dam installation in SS-A1-MH-1 at 8th and Commercial
- B. Reason for Change: Weir dam not include in original design
- C. Alternative Considered: None
- D. Impact of Non-incorporation: City not being able to fully comply with CSO discharge permit requirements

Change Order No. 06-I

- A. Description of Change: Additional Concrete Work
- B. Reason for Change: In a number of locations, additional concrete work (sidewalks, driveways, curbs, ADA ramps, etc.) was required to replace inferior/damaged concrete not included in original design
- C. Alternative Considered: Not complete concrete improvements
- D. Impact of Non-incorporation: Unsatisfied citizens and safety/pedestrian hazards

Change Order No. 06-J

- A. Description of Change: Site restoration on 9th between Franklin and Grand (concrete steps, handrail, topsoil, etc.)
- B. Reason for Change: Site restoration was originally planned to be completed on a force account basis after completion of the pipeline work. After pipeline work, the City provided Tapani with a restoration plan and price negotiated. The resultant price was more than the force account allowance in the original Contract Price.
- C. Alternative Considered: None
- D. Impact of Non-incorporation: Very unsatisfied neighboring citizens and public safety hazard.

Change Order No. 06-K

- A. Description of Change: Driveway at pigeon steps on 8th – Franklin to Grand
- B. Reason for Change: Design change to street grade required modification to a driveway behind the pigeon steps
- C. Alternative Considered: None
- D. Impact of Non-incorporation: Property owner would not have access to driveway

Change Order No. 06-L

- A. Description of Change: Additional ADA ramp construction staking
- B. Reason for Change: Because of numerous changes to ADA ramp elevations/details, additional construction staking was required beyond that reasonably expected to be Tapani's responsibility
- C. Alternative Considered: None
- D. Impact of Non-incorporation: Likely Tapani claim

Change Order No. 06-M

- A. Description of Change: Additional wood step at 640 8th Street
- B. Reason for Change: Design change to street grade required modifications to steps behind curb
- C. Alternative Considered: None
- D. Impact of Non-incorporation: Safety hazard with as-is steps

Signed

Bob Jossis - Const Mgr



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

March 12, 2014

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER PRO TEM

SUBJECT: **AUTHORIZE SLOPE EASEMENT FOR TAX LOT 200, MAP T8N-R9W
SECTION 17DD – ASTORIA LANDFILL CLOSURE/SPORTS COMPLEX
PROJECT**

DISCUSSION/ANALYSIS


The City has been working diligently on the closure of the old City Landfill located at 1800 Williamsport Road within the southeast municipal boundaries of the City of Astoria. The landfill was operated from 1965 until 1985 when land filling activities ceased and a transfer station began operation. While Recology continues to operate the transfer station, the City is in the process of closing the landfill at the direction of the Oregon Department of Environmental Quality as prescribed in our recently approved Landfill Closure Plan. Under the framework of the previously approved Four Party Agreement, staff is working on multiple aspects of the project including assisting the development of the new Sports Complex.


As a condition of the approval of the Sports Complex Project city staff required that a traffic study be completed in order to evaluate the potential traffic impacts from the increased traffic created by the new use. The traffic study recommended that the earthen slope immediately north of the landfill entrance along Williamsport Road be excavated to improve driver sight distance. The majority of the excavation work is located within the Williamsport public right of way and on City property with the exception of a small area across from the landfill entrance. The small area is located on private property owned by Mr. Duffy Duncan of 1798 SE Wall Street Astoria. Exhibit B of the Easement Agreement shows the area. In order to complete the sight distance excavation work, an easement is required from Mr. Duncan who graciously agreed to grant it to the City.

The proposed easement language also allows the City to maintain the vegetation within the easement in order to maintain the required sight distance. The attached easement agreement has been reviewed and approved as to form by the City Attorney, Blair Henningsgaard.

RECOMMENDATION

It is recommended that Council authorize the Mayor to sign the attached easement agreement from Mr. Duffy Duncan to the City of Astoria for the proposed roadway improvements along Williamsport Road.

Submitted By 
Ken P. Cook, Public Works Director

Prepared By JEFF HARRINGTON 
Jeff Harrington, City Engineer

AFTER RECORDING RETURN TO:

City of Astoria
Public Works Department
1095 Duane Street
Astoria, OR 97103

SITUS ADDRESS: Vacant Land, Williamsport Road, Astoria
TAX ACCT. NO: 0101 80917 00200 #25757

EASEMENT AGREEMENT

1. PARTIES:

DUNCAN DUFFY, 1798 SE Wall Street, Astoria, OR 97103, hereafter referred to as "Grantor".
CITY OF ASTORIA, an Oregon Municipal Corporation, 1095 Duane Street, Astoria, OR 97103,
hereinafter referred to as "Grantee".

2. AFFECTED PROPERTY:

Grantor is currently the owner of the following described real property (property) located in Clatsop County, Oregon:

A portion of Tax Lot 200, Map T8N-R9W Section 17DD as described on the attached legal description of property in EXHIBIT "A", incorporated herein.

3. GRANT OF EASEMENT:

Grantor does hereby grant unto the Grantee, its successors and assigns, and Grantee hereby accepts, a Roadway Slope Easement on a portion of Grantor's property as shown in the map attached as EXHIBIT "B", which are incorporated herein.

4. STATEMENT OF PURPOSE:

The easement may be used to construct and maintain an earth cut slope (slope) supporting adjacent street improvements and as unrestricted ingress and egress to Grantor's property for the purpose of maintaining the slope and all related facilities.

5. TYPE OF EASEMENT:

The easement shall be non-exclusive however Grantee shall have the exclusive right to construct and maintain the slope and related facilities within the easement. Grantor may use the property within the boundaries of the easement for any use that does not interfere with Grantee's maintenance of the slope and related facilities. Grantor shall not permit any activities by others within the easement without the written consent of Grantee. The easement shall perpetually encumber the property.

6. MAINTENANCE:

Grantee shall be responsible for the maintenance of the slope supporting the adjacent street improvements located within the easement. Grantor shall be responsible for landscape and surface maintenance within the easement. Grantee's use of the easement shall not unreasonably interfere with Grantor's use of its property.

7. INDEMNIFICATION:

The Grantee does hereby agree to defend, hold harmless, and indemnify Grantor, its successors and assigns, from any claim of liability or any other claim involving the slope, or arising out of the Grantee's use of the easement described above, unless caused by Grantor's negligent or willful conduct or Grantor's failure to fulfill its maintenance obligations as set forth in Paragraph 6 above.

8. REMEDIES:

In addition to all other remedies allowed by law, the parties, their successors and assigns, shall have the right to seek injunctive relief for the enforcement of the terms and conditions of this agreement.

9. BINDING EFFECT ON SUCCESSOR INTERESTS:

The terms, conditions and provisions of this agreement shall extend to, be binding upon and inure to the benefit of the heirs, personal representatives and assigns of the parties.

10. ATTORNEY FEE:

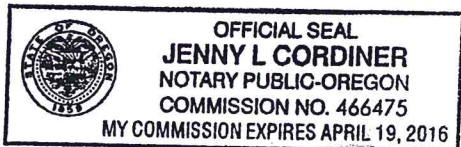
In case suit or action is instituted in connection with this agreement, the prevailing party shall be entitled to recover from the losing party such sums as the court may adjudge reasonable as attorney fees and costs in such suit or action, or upon appeal.

GRANTOR

[Handwritten Signature]
Duffy Duncan

STATE OF OREGON)
) ss.
County of CLATSOP)

On this 5th day of March, 2014, personally appeared DUFFY DUNCAN, who acknowledged the foregoing instrument to be his voluntary act and deed.



By: *[Handwritten Signature]*
Notary Public of Oregon
My Commission Expires:

Accepted by the City of Astoria

DATED this ____ day of _____, 2014.

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

By: _____
Willis L. Van Dusen, Mayor

STATE OF OREGON)
) ss.
County of CLATSOP)

On this _____ day of _____ 2014, personally appeared WILLIS L. VAN DUSEN who, being first duly sworn, did acknowledged the foregoing instrument to be his voluntary act and deed as mayor of the City of Astoria.

By: _____
Notary Public of Oregon
My Commission Expires:

APPROVED AS TO FORM:



Digitally signed by
com.apple.idms.appleid.prd.49317566476d4a3
867754144546f59324e744d354e773d3d
DN:
cn=com.apple.idms.appleid.prd.49317566476d
4a3867754144546f59324e744d354e773d3d
Date: 2014.02.26 15:54:47 -08'00'

Blair Henningsgaard, City Attorney



4253-a hwy 101 n • seaside, oregon 97138
 ph (503) 738-3425 • fax (503) 738-7455
 www.otak.com

Exhibit A

**Legal Description
 for
 City of Astoria
 of Slope Easement adjacent to Willamsport Road
 on Duffy Duncan property
 (Tax Lot 200 assessor map 8 9 17DD)**

January 30, 2014

A triangular shaped tract of land across that property deeded to Duffy Duncan as recorded in Instrument Number 201309566 , Clatsop County Deed Records, South of and adjacent to the City of Astoria property located in the Shively DLC # 38 for Slope easement purposes over, under and across the following described tract:

Commencing at the intersection of the line common to Sections 16 and 17, Township 8 North, Range 9 West W.M. and the South line of the Shively DLC # 38, being North 00°37'34" East of a 3 3/4" diameter aluminum cap at the Meaner Corner common to said Sections 16 & 17 shown on survey B-10264 as monument # 289;

thence along the South line of the Shively DLC # 38, North 89°46'17" West (as shown on said survey B-10264) 480.00 feet to the **True Point of Beginning**;

thence along the South line of said Shively DLC # 38, South 89°46'17" East a distance of 200 feet more or less to the West right of way of Williamsport Road;

thence South along the West right of way of Williamsport Road 50.00 feet to a point;

thence leaving said West right of way North 75°44'55" West 206.35 feet more or less to the **Point of Beginning**.

Situated in the SE quarter of Section 17, Township 8 North, Range 9 West, W.M., County of Clatsop, State of Oregon.



RENEWAL DATE: DEC. 31, 15

Exhibit B





CITY OF ASTORIA
SLOPE EASEMENT FOR
SIGHT DISTANCE ON
WILLIAMSPORT ROAD
MAP 80917DD00200

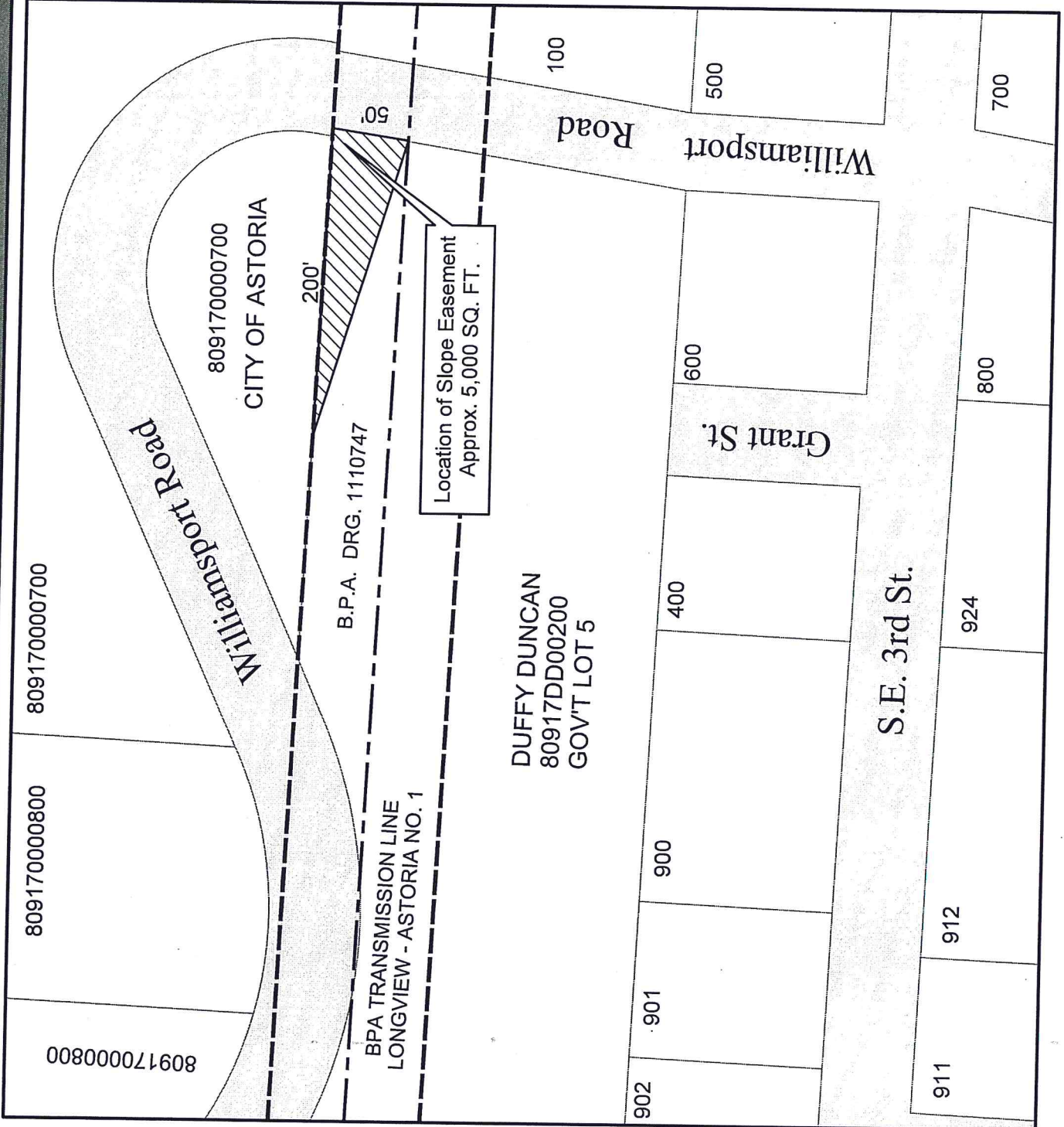


SCALE: 1"=100'

Date: 1-23-2014

Legend

-  Proposed Slope Easement
-  BPA Centerline
-  BPA Easement
-  Property






CITY OF ASTORIA
Founded 1811 • Incorporated 1856

March 12, 2014

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER PRO TEM

SUBJECT: **AUTHORIZE CLATSOP COUNTY HOUSEHOLD HAZARDOUS WASTE FACILITY LEASE AGREEMENT**

DISCUSSION/ANALYSIS

The Clatsop County Board of Commissioners established a Household Hazardous Waste Committee to oversee the Household Hazardous Waste program adopted by the County in 2009. The program, in cooperation with Western Oregon Waste (now Recology), is designed to provide alternative disposal methods for hazardous materials such as paint, motor oil and pesticides. The Committee (made up of the County, cities within the County, Recology and various fire districts) identified a site to potentially locate a Household Hazardous Waste Facility at the former landfill during development of the County Household Hazardous Waste Management Plan. A presentation by Maureen Taylor of the Clatsop County Health Department regarding the Household Hazardous Waste program will be made at the March 24th Council meeting.

The Clatsop County Health Department has requested that the City provide a lease area at the landfill property for a County Household Hazardous Waste Facility (HHWF). The proposed area is 0.88 acres in size and is located adjacent to the existing Recology lease area on the west side of the access road. A map showing the proposed location is attached. The Oregon Department of Environmental Quality has been working with the County over the past two years and has awarded a grant to the County for development of the facility. A lease agreement is needed to fulfill the grant requirements.

Should the lease be approved, the County plans to hold collection events approximately eight times per year on Saturdays. Collected materials will be hauled to a proper disposal area. The household hazardous waste collection events will:

- Provide a means for proper disposal of hazardous waste found in homes;
- Remove unwanted wastes from homes reducing exposure and injury from hazardous chemicals;
- Eliminate hazardous waste going into our residential garbage, thereby reducing the danger to waste collectors and sanitation workers;
- Increase awareness of the common hazardous materials found in most homes, how these products can impact human health and the environment;

- Provide education on alternative green products that are available reducing the use of dangerous, hazardous materials in the homes.

Following is a list of materials that will be accepted at the facility

- Pesticides, insecticides, herbicides
- Paints, stains, solvents
- Poisons, hazardous cleaners
- Art/hobby chemicals
- Automotive/boat fluids
- Rechargeable batteries
- Mercury-containing light tubes/bulbs and thermometers

The following materials WILL NOT be accepted:


- Medications
- Medical sharps
- Explosives
- Business or construction waste
- Radioactive or asbestos material

The proposed facility will be a benefit to Astoria residents and the County as a whole, by providing convenient disposal of household hazardous waste next to the existing transfer station. The terms of the lease allow use of the property for 50 years at a cost of one dollar per year. In turn the County will manage the facility. The County is eligible for a \$77,000 Department of Environmental Quality grant for the facility with the condition that a site be secured by a lease agreement. Once the lease agreement is approved, planning will commence with an anticipated construction date in 2015.

The attached lease agreement has been reviewed and approved as to form by the City Attorney, Blair Henningsgaard.

RECOMMENDATION

It is recommended that City Council authorize the Mayor to sign the Lease Agreement for the Clatsop County Household Hazardous Waste Facility to be located at the former Astoria Landfill property.

Submitted By 
Ken P. Cook, Public Works Director

Prepared By JEFF HARRINGTON 
Jeff Harrington, City Engineer



SCALE:
1" = 200'

SURVEY FOR:
CITY OF ASTORIA
 W.O.W. LEASE AND
 H.H.W.F. LEASE
 S/E SECTION 17, T8N, R9W, W.M.
 CLATSOP COUNTY

HLB
 otak
 SURVEYING
 CIVIL ENGINEERING
 PLANNING
 WATER RIGHTS
 WETLAND CONSULTING

CLATSOP COUNTY
 4253-A HWY 101 N.
 GEARHART, OR 97138
 (503) 738-3425
 FAX: (503) 738-7455

WWW.HLB-OTAK.COM

**REGISTERED
 PROFESSIONAL
 LAND SURVEYOR**

Dale N. Barrett

OREGON
 JULY 16, 1982
 DALE N. BARRETT
 1979

RENEWS: DECEMBER 31, 2015

| | | | | | |
|-----------------------|------------------|------------------|--------------|--------------|----------------|
| DATE DEC. 31, 2013 | JOB NO. 67459 | EQUIPMENT N/A | FIELD N/A | DRAWN MCW | CHECKED DNB |
|-----------------------|------------------|------------------|--------------|--------------|----------------|

LEASE AGREEMENT

DATE: February_____, 2014

PARTIES: **City of Astoria**, an Oregon Municipal Corporation
1095 Duane Street
Astoria, Oregon 97103

("Lessor")

Clatsop County, a Political Subdivision of the State of Oregon
800 Exchange Street, Suite 410
Astoria, Oregon 97103

("Lessee")

THIS INDENTURE OF LEASE, is made and entered into effective this _____ day of _____ 2014, by and between **City of Astoria**, an Oregon Municipal Corporation, hereinafter referred to as "Lessor" and **Clatsop County**, a political subdivision of the State of Oregon, hereinafter referred to as "Lessee".

WITNESSETH:

IN CONSIDERATION of the covenants and stipulations herein contained on the part of Lessee to be paid, kept and faithfully performed, Lessor does hereby lease, demise and let unto said Lessee those certain premises as described in Exhibit A, AS IS, and situated in the County of Clatsop, and State of Oregon, which are a portion of property known as the Astoria Transfer Station.

TO HAVE AND TO HOLD the above described premises for a period of time commencing with the _____ day of _____, 2014 and ending at midnight on the _____ day of _____, 2064. If the Lease is not in default at the time each option is exercised or at the time the renewal term is to commence, this Lease may be renewed for a successive term of forty-nine (49) years, as follows: The option shall be exercised by Lessee giving Lessor written notice of its intent to renew, at least 120 days before the last day of the expiring term.

CONSIDERATION for this Lease shall be Lessee's payment of \$1.00 per year payable on or before February 1st of each year. Receipt of \$1.00 for the first year is hereby acknowledged.

IN CONSIDERATION of the leasing of the said premises and the mutual agreements herein contained, the parties agree as follows:

SECTION 1. USE OF PREMISES

Lessee shall use the premises for a household hazardous waste collection and transfer site and for no other purpose without the express written consent of Lessor, said consent to be in Lessor's sole discretion. Lessee shall not make any unlawful, improper or offensive use of the premises.

SECTION 2. TITLE

Lessor makes no representation as to the suitability of the premises for any particular purpose. Lessor does not warrant or guarantee the extent to which it has title or interest in the premises, if any. Lessee waives any and all rights or claims they may have against Lessor, or any nature, which might arise at any time by reason of Lessor having less than clear title or no title to the premises; or that might arise as a result of Lessee's inability to make a particular use of the property.

SECTION 3. COMPENSATION FOR IMPROVEMENTS

3.1 Lessee intends to construct a household hazardous waste collection structure on the site. All construction shall be done to code and in accordance with law.

3.2 Lessee hereby agrees to maintain and keep the premises, including all improvements constructed thereon, in good order and repair during the entire term of this Lease, at Lessee's own cost and expense. It is further agreed that Lessee will make no significant alterations, additions or improvements to or upon the premises without the written consent of Lessor first being obtained.

3.3 Lessee shall be responsible for and pay all utility costs associated with the use, construction and maintenance of the demised premises and any improvements constructed thereon.

SECTION 4. LIENS AND ENCUMBRANCES

Lessee shall not permit any lien or encumbrance of any kind, type, or description to be imposed upon the premises or upon any improvements presently located thereon or hereinafter constructed. Should Lessee allow the imposition of any such liens or encumbrances, Lessor, in its sole discretion, may expend whatever sums it deems appropriate to defend, negotiate or settle said lien or encumbrance and Lessee shall become liable to Lessor for any such sums expended by Lessor, including attorney fees.

SECTION 5. INSURANCE AND INDEMNITY

5.1 Lessee shall obtain and maintain liability insurance coverage to Tort Claim limits, naming Lessor as an insured party.

5.2 Except for claims arising solely from the negligence of Lessor, its employees or its agents, Lessee agrees to indemnify and hold Lessor harmless from and against all actions, suits, claims and demands for loss or damage, including property damage, personal injury and wrongful death, arising out of or in connection with Lessee and their lease of the premises.

5.3 The parties acknowledge the leased premises is a landfill site, with environmental concerns to address. Lessor shall be responsible for all costs of clean-up of any environmental contamination existing on the premises at the time of leasing, as established by the report dated 2012-02-06. Lessor shall have reasonable access to install and inspect monitoring wells on the premises. Lessee shall be responsible for all costs of clean-up of any environmental contamination arising as a result of the use of this property as a household hazardous waste collection and transfer site.

SECTION 6. RIGHT OF ASSIGNMENT

Lessee will not assign, transfer, pledge, hypothecate, surrender or dispose of this Lease or any interest herein or permit any other person or persons whomsoever to occupy the demised premises without the written consent of Lessor.

SECTION 7. INDEPENDENT CONTRACTOR STATUS

With respect to any work performed by Lessee on or to the premises, Lessee shall be an independent contractor and will be responsible for any Federal or State taxes applicable to services rendered by contractor, his employees and agents and will not be eligible for any benefits as a result of payments pursuant to this Agreement for Federal Social Security, State Workers' Compensation, Unemployment Insurance or Public Employees' Retirement System benefits.

SECTION 8. MISCELLANEOUS PROVISIONS

8.1. It shall be lawful for Lessor, its agents and representatives, at any reasonable time to enter into or upon said demised premises for the purpose of examining into the condition thereof or any other lawful purpose.

8.2. In the event Lessee for any reason shall hold over after the expiration of this Lease, such holding over shall not be deemed to operate as a renewal or extension of this Lease but shall only create a tenancy from month to month, which may be terminated at will at any time by Lessor.

8.3. Any waiver by Lessor or any breach of any covenant herein contained to be kept and performed by Lessee shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent Lessor from declaring a forfeiture for any succeeding breach, either of the same condition or covenant or otherwise.

8.4. Any notice required by the terms of this Lease to be given by one party to the other or desired so to be given, shall be sufficient if in writing, contained in sealed envelope, deposited in the U.S. Certified Mails with postage fully prepaid and if intended for Lessor herein, addressed to Lessor **c/o City Manager, 1095 Duane Street, Astoria, Oregon 97103** and if intended for Lessee herein, addressed to Lessee **c/o County Manager, 800 Exchange Street, Suite 410, Astoria, Oregon 97103**. Any such notice shall be deemed conclusively to have been delivered to the addresses thereof 48 hours after deposit of such notice in the U.S. Certified Mails.

8.5. All rights, remedies and liabilities herein given to or imposed upon either of the parties hereto shall extend to, inure to the benefit of and bind, as the circumstances may require, to the heirs, executors, administrators, successors and, so far as this Lease is assignable by the terms hereof, to the assigns of such parties.

8.6. Lessee agrees to obey all Federal, State, County, and City laws, regulations and ordinances pertaining to Lessee's use of the demised premises.

IN WITNESS WHEREOF the parties hereto have executed this Lease Agreement on the date first set out above.

Lessor:

Lessee:

City of Astoria

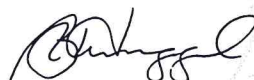
Clatsop County

By: _____

By: _____

Approved as to form:

Approved as to form:



Digitally signed by
com.apple.idms.appleid.prd.49317566476d4a3
867754144546f59324e744d354e773d3d
DN:
cn=com.apple.idms.appleid.prd.49317566476d
4a3867754144546f59324e744d354e773d3d
Date: 2014.03.12 12:34:05 -0800

City Counsel

County Counsel

EXHIBIT A

(survey of premises to be completed by County Surveyor)



4253-a hwy 101 n • seaside, oregon 97138
 ph (503) 738-3425 • fax (503) 738-7455
 www.otak.com

**Legal Description
 For
 City of Astoria
 of Household Hazard Waste Facility
 parcel to be leased by City of Astoria to Clatsop County**

December 31, 2013

A parcel of land in the Southeast quarter of Section 17, Township 8 North, Range 9 West, Willamette Meridian, more particularly described as follows:

Commencing at the northeast corner of Central Astoria a recorded subdivision in the City of Astoria, County of Clatsop, State of Oregon;

thence South, 1821.43 feet;

thence East, 1893.42 feet;

thence South 32°34'39" East, 205.72 feet;

thence South 43°33'16" West, 100.00 feet;

thence South 30°09'16" East, 92.73 feet to the **True Point of Beginning**;

thence South 89°58'52" East, 244.38 feet;

thence South 15°22'04" West, 256.24 feet;

thence North 74°35'26" West, 48.61 feet;

thence North 39°37'33" West, 142.54 feet;

thence North 17°16'23" West, 130.34 feet to the **True Point of Beginning**.

Containing 0.88 acres more or less.

Bearings based on Oregon state Plane Coordinate System North Zone NAD83(Cors11).





CITY OF ASTORIA

Founded 1811 • Incorporated 1856

March 12, 2014

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM: *BE* BRETT ESTES, CITY MANAGER PRO TEM

SUBJECT: AUTHORIZE TRANSFER OF COUNTY OWNED PROPERTY AT THE
ASTORIA LANDFILL/SPORTS COMPLEX SITE TO THE CITY OF ASTORIA

DISCUSSION/ANALYSIS

During the development of the Sports Complex Project, the City had requested that Clatsop County transfer ownership of various tax lots located in and adjacent to the former Astoria landfill site to the City. The property was needed to facilitate proposed improvements of the sports complex access intersection and to construct a wetland mitigation site. The intersection improvements are required as a result of recommendations from the traffic study prepared for the project and the wetland mitigation site was required by the Army Corps of Engineers and the Oregon Division of State Lands, as a result of the filling of minor wetland areas within the former landfill area.

During the wetlands permitting process, the agencies identified an option, other than creating a wetland mitigation site, referred to as payment-in-lieu, which allows for a payment to be made in place of the mitigation project. This money is used to help fund larger mitigation projects in the area that have a greater overall ben to the environment. The payment-in- lieu amount of \$21,750 was made by Columbia Memorial Hospital. The County parcels are no longer needed for the wetland mitigation site; however, as a community partner on the sports complex project, the County proposed deeding that property over to the City along with the property for the intersection improvements. Owning this property would give the City access to the land below the landfill if monitoring equipment should need to be installed or access below the landfill is required in addition to land at the access road/Williamsport Road intersection. The County has prepared a Quitclaim Deed for the property transfer. The Quitclaim Deed has been reviewed and approved as to form by City Attorney, Blair Henningsgaard.

RECOMMENDATION

It is recommended that City Council accept ownership of the County property at the Astoria Landfill site, and authorize the Mayor and City Manager Pro Tem to sign the deed once approval has been obtained from County Board of Commissioners.

Submitted by *Ken P. Cook*
Ken P. Cook, Public Works Director

Prepared by: *Jeff Harrington*
Jeff Harrington, City Engineer

GRANTOR:
Clatsop County
820 Exchange Street, Suite 230
Astoria, OR 97103

After Recording Return to GRANTEE:
City of Astoria
1095 Duane Street
Astoria, OR 97103

SEND TAX STATEMENTS TO: N/A

QUITCLAIM DEED

Clatsop County, a political subdivision of the State of Oregon, Grantor, releases and quitclaims to the **City of Astoria**, a municipal corporation of the State of Oregon, Grantee, all of its right, title and interest, including mineral rights, if any, in that parcel of real property situated in Clatsop County State of Oregon, described as follows:

LEGAL: Attached hereto and incorporated herein by reference in Exhibit "A"

ASSESSOR'S ACCT. NO. 80916CC 100, 200, 900, 1000, 1100, 1200, 1300, 2400, 2500 & 2600
also 80917DD00100
ACCT. ID No. 24864, 24865, 24872, 24873, 24874, 24875, 24876, 24891, 24892, 24893 & 25756
SITUS ADDRESS: Vacant land off of Williamsport Road in Astoria

This deed is granted pursuant to ORS 271.330(3) for perpetual public use as open space, parks, or natural areas, while retaining in Grantor the possibility of a reverter such that if the property is ever not used for these purposes, the interest of Grantee shall automatically terminate and title shall revert to Grantor.

The true and actual consideration paid for this transfer is other than cash.

In construing this deed, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this deed shall apply equally to corporation and to individuals.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009 AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO

DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17 CHAPTER 855, OREGON LAWS 2009 AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

IN WITNESS WHEREOF, the grantor has executed this instrument this ____day of _____, 2014

Clatsop County
A Political Subdivision of the State of Oregon

By: _____
Printed Name: _____
Title: Chair of the Board of Commissioners

STATE OF OREGON)
) ss.
County of Clatsop)

This Quitclaim Deed was acknowledged before me on this ____ day of _____ 2014
by, _____ as Chairperson of the Board of Commissioners for Clatsop
County, a political subdivision of the State of Oregon.

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

ACCEPTED:
By City of Astoria per ORS 93.808
A Municipal Subdivision of the State of Oregon

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

EXHIBIT "A"

Lots 1 through 8, Block 1, Lots 1 through 8, Block 2, Lots 1 through 8, Block 9, Lots 1 through 8, Block 10, Lots 1 through 8, Block 11, Lots 1 through 8, Block 12, Lots 15 and 16, Block 13, Lots 2 through 6 except right of way and Lot 7 in Block 20, Williamsport, in the City of Astoria, County of Clatsop, State of Oregon

ALSO All that portion of Lot 5 of Section 17, Township 8 North, Range 9 West, Willamette Meridian, which lies East of the former County Road also known as Williamsport Road as presently improved and travelled and which said tract is more particularly described as follows:

Beginning at a stone monument the NW corner of Williamsport an Addition to the City of Astoria, County of Clatsop, Oregon, said stone monument being also the NE corner of Lot 5 of Section 17, Township 8 North, Range 9 West Willamette Meridian, County of Clatsop, Oregon;

Thence South $0^{\circ}15'$ West a distance of 233.0 feet to a point;

Thence North $89^{\circ}45'$ West a distance of 279.8 feet to a point;

Thence North $6^{\circ}10'$ East along the center line of a County Road known as the Williamsport Road, a distance of 234.7 feet to a point;

Thence South $89^{\circ}45'$ East along the South boundary line of the Shively DLC a distance of 253.5 feet to the point of beginning; said parcel of land containing 1.4 acres more or less.

Map



Clatsop County Webmaps

Disclaimer: This map was produced using Clatsop County GIS data. The GIS data is maintained by the County to support its governmental activities. This map should not be used for survey or engineering purposes. The County is not responsible for map errors, omissions, misuse or misinterpretation. Photos may not align with taxlots.





March 18, 2014

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER PRO TEM

SUBJECT: AUTHORIZATION TO PURCHASE ONE CUBE VAN FOR THE PARKS AND RECREATION DEPARTMENT

DISCUSSION/ANALYSIS

The Parks and Recreation Department is in need of a cube van for the care and maintenance of the City's Parks and Recreation Facilities, including the Aquatic Center, the Astoria Recreation Center, Port of Play and Lil' Sprouts Center, Shively Hall, Alderbrook Hall, the Downtown Restrooms, the Dough Boy Monument and Restrooms, Tapiola Park Restrooms, the Ocean View Cemetery Chapel, and other Parks and Recreation Department Property.

The Parks and Recreation Department does not have a large vehicle fleet and requires the Park Maintenance Division to travel in pairs to accomplish tasks that would be completed more efficiently if the pair was able to travel individually. The addition of a cube van would also provide our Facility Coordinator with transportable storage and the added efficiency of being able to travel to each facility location with the needed equipment rather than making trips back and forth to the Parks Department Shops.

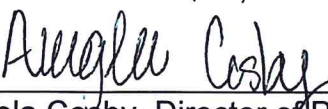
Staff has received three quotes for a used 16 foot, 35000 series, cube van, with 115,000 miles or less, and a 6.0 v8 engine form three dealerships. The quotes are as follows:

| | |
|--|-----------------|
| Penske Truck Leasing Company | \$14,999 |
| Enterprise Truck Company | \$16,000 |
| Don Lee Motors, Inc. | \$16,950 |
| Lum's Auto Center | Declined to bid |
| Ocean Crest Chevrolet Buick GMC Cadillac | Declined to bid |

City staff has inspected and test-driven the Penske cube van, identified as the lowest bid, and found the van to be in good condition and mechanical repair. It is proposed that funds from the Capital Improvement Fund be used for this purchase.

RECOMMENDATION

It is recommended that the City Council approve the purchase of one 16 foot, 3500 series, cube van from Penske Truck Leasing Company in the amount of \$14,999.

By: 
Angela Cosby, Director of Parks & Recreation



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

March 12, 2014

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER PRO TEM

SUBJECT: AUTHORIZE TRANSFER OF COUNTY OWNED PROPERTY AT THE
ASTORIA LANDFILL/SPORTS COMPLEX SITE TO THE CITY OF ASTORIA

DISCUSSION/ANALYSIS

During the development of the Sports Complex Project, the City had requested that Clatsop County transfer ownership of various tax lots located in and adjacent to the former Astoria landfill site to the City. The property was needed to facilitate proposed improvements of the sports complex access intersection and to construct a wetland mitigation site. The intersection improvements are required as a result of recommendations from the traffic study prepared for the project and the wetland mitigation site was required by the Army Corps of Engineers and the Oregon Division of State Lands, as a result of the filling of minor wetland areas within the former landfill area.

During the wetlands permitting process, the agencies identified an option, other than creating a wetland mitigation site, referred to as payment-in-lieu, which allows for a payment to be made in place of the mitigation project. This money is used to help fund larger mitigation projects in the area that have a greater overall ben to the environment. The payment-in- lieu amount of \$21,750 was made by Columbia Memorial Hospital. The County parcels are no longer needed for the wetland mitigation site; however, as a community partner on the sports complex project, the County proposed deeding that property over to the City along with the property for the intersection improvements. Owning this property would give the City access to the land below the landfill if monitoring equipment should need to be installed or access below the landfill is required in addition to land at the access road/Williamsport Road intersection. The County has prepared a Quitclaim Deed for the property transfer. The Quitclaim Deed has been reviewed and approved as to form by City Attorney, Blair Henningsgaard.

RECOMMENDATION

It is recommended that City Council accept ownership of the County property at the Astoria Landfill site, and authorize the Mayor and City Manager Pro Tem to sign the deed once approval has been obtained from County Board of Commissioners.

Submitted by 
Ken P. Cook, Public Works Director

Prepared by: 
Jeff Harrington, City Engineer

GRANTOR:
Clatsop County
820 Exchange Street, Suite 230
Astoria, OR 97103

After Recording Return to GRANTEE:
City of Astoria
1095 Duane Street
Astoria, OR 97103

SEND TAX STATEMENTS TO: N/A

QUITCLAIM DEED

Clatsop County, a political subdivision of the State of Oregon, Grantor, releases and quitclaims to the **City of Astoria**, a municipal corporation of the State of Oregon, Grantee, all of its right, title and interest, including mineral rights, if any, in that parcel of real property situated in Clatsop County State of Oregon, described as follows:

LEGAL: Attached hereto and incorporated herein by reference in Exhibit "A"

ASSESSOR'S ACCT. NO. 80916CC 100, 200, 900, 1000, 1100, 1200, 1300, 2400, 2500 & 2600
also 80917DD00100
ACCT. ID No. 24864, 24865, 24872, 24873, 24874, 24875, 24876, 24891, 24892, 24893 & 25756
SITUS ADDRESS: Vacant land off of Williamsport Road in Astoria

This deed is granted pursuant to ORS 271.330(3) for perpetual public use as open space, parks, or natural areas, while retaining in Grantor the possibility of a reverter such that if the property is ever not used for these purposes, the interest of Grantee shall automatically terminate and title shall revert to Grantor.

The true and actual consideration paid for this transfer is other than cash.

In construing this deed, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this deed shall apply equally to corporation and to individuals.

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IN WITNESS WHEREOF, the grantor has executed this instrument this ____ day of _____, 2014

Clatsop County
A Political Subdivision of the State of Oregon

By: _____
Printed Name: _____
Title: Chair of the Board of Commissioners

STATE OF OREGON)
) ss.
County of Clatsop)

This Quitclaim Deed was acknowledged before me on this ____ day of _____ 2014 by, _____ as Chairperson of the Board of Commissioners for Clatsop County, a political subdivision of the State of Oregon.

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

ACCEPTED:
By City of Astoria per ORS 93.808
A Municipal Subdivision of the State of Oregon

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
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By: 
Angela Cosby, Director of Parks & Recreation