



AGENDA

ASTORIA CITY COUNCIL

June 16, 2014

7:00 p.m.

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

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **REPORTS OF COUNCILORS**
4. **CHANGES TO AGENDA**
5. **PRESENTATIONS**
 - (a) Johanna Ogden Report Regarding Trip to India
 - (b) Dr. Edward Harvey Historic Preservation Awards
 - (c) Irving Avenue: 19th Street Bridge Replacement Update
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 5/19/14
 - (b) Boards and Commission Minutes
 - (1) Parks Board Meeting of 4/30/14
 - (c) Renewal of Contract for Professional Services with ABC Transcription (City Manager)
 - (d) Approval of Olney-Walluski Water District Contract (Public Works)
 - (e) Amendment of Intergovernmental Agreement for Maintenance of Smith Point Roundabout (Parks)
7. **REGULAR AGENDA ITEMS**
 - (a) Authorization to Award Engineering Design Contract for 16th Street CSO Separation Project (Public Works)
 - (b) Public Hearing and Resolution Adopting Supplemental Budget for Fiscal Year 2013-14 – 16th Street CSO Project (Finance)
 - (c) Resolution Adopting Year End Adjustments for June 30, 2014 Budgets (Finance)
 - (d) Ordinance Adopting Building Code Operational Plan Revisions (1st reading) (Community Development)
 - (e) Authorization to Award 2014 Paving Project (Public Works)
 - (f) Consider Setting Public Hearing for the Sale of City Property Located in the 900 Block of 36th Street (Public Works)
 - (g) Authorization to Submit a Grant from Energy Trust of Oregon for Solar Study (Public Works)
8. **NEW BUSINESS & MISCELLANEOUS, PUBLIC COMMENTS (NON-AGENDA)**

9. **EXECUTIVE SESSION**

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

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



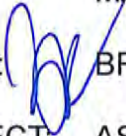
CITY OF ASTORIA

Founded 1811 • Incorporated 1856

June 12, 2014

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER PRO TEM

SUBJECT: ASTORIA CITY COUNCIL MEETING OF JUNE 16, 2014

PRESENTATIONS

Item 5(a): Johanna Ogden Report Regarding Trip to India

Ms. Ogden will make a presentation to the Astoria City Council regarding her recent trip to India.

Item 5(b): Dr. Edward Harvey Historic Preservation Awards

The City of Astoria Historic Landmarks Commission has selected the 2014 recipients for the Dr. Edward Harvey Historic Preservation Award. The awards are presented each year to recognize property owners who have completed exterior restoration or beautification of a building which exemplifies the historical attributes of the building or the architectural heritage of Astoria. The work must have been completed within the last two years. This year there are two properties to be presented with certificates, one commercial and one residential. Framed certificates will be presented by the Mayor Pro Tem to the recipients at the June 16, 2014 City Council meeting.

Item 5(c): Irving Avenue: 19th Street Bridge Replacement Update

The Irving Avenue Bridge near 19th Street is a steel structure that was constructed in 1946. The Oregon Department of Transportation (ODOT) and the City have secured federal funding from the Highway Bridge Replacement and Rehabilitation program (HBRRP) to replace the bridge. Nine bids were received by ODOT on May 22nd and the low bid was from Carter & Company, Inc., for \$3,957,091.25. It is anticipated that Carter and Company, Inc., will be given Notice to Proceed from ODOT at the end of June with construction anticipated to begin in August. Irving Avenue will be closed for up to a year during construction. A public open house will be held on Thursday, June 26th

from 5:00 p.m. to 7:00 p.m. at the Astoria Recreation Center, 1411 Grand Avenue. Design firm representatives, the contractor and City staff will attend the meeting and be available for questions from the community.

CONSENT CALENDAR

Item 6(a): City Council Minutes

The minutes of the City Council meeting of May 19, 2014 are enclosed for review. Unless there are any corrections, it is recommended that Council approve these minutes.

Item 6(b): Boards and Commissions Minutes

The minutes of the (1) Parks Board meeting of 4/30/14 are enclosed. Unless there are any questions or comments regarding the contents of these minutes, they are presented for information only.

Item 6(c): Renewal of Contract for Professional Services with ABC Transcription Services, Inc. (City Manager)

The City of Astoria has contracted with ABC Transcription Services, Inc., (ABC) since April 2010 for the transcription of meeting minutes for the City Council, Planning Commission, Historic Landmarks Commission, Design Review Committee and Library Board. The current contract will expire on June 30, 2014. ABC is agreeable to continuing the contract through the next fiscal year with no increase in fees. A total of \$16,500 is allocated in the FY 2014-2015 budget for these services, although it is anticipated that total cost for services will not exceed \$12,000. ABC has been both responsive and timely. City Attorney Henningsgaard has reviewed and approved as to form the draft contract. It is recommended that Council approve a Contract for Professional Services with ABC Transcription Services, Inc., for the period July 1, 2014 to June 30, 2015.

Item 6(d): Approval of Olney-Walluski Water District Contract (Public Works)

Since 1954, the City of Astoria has contracted to provide water to the Olney Walluski Water Association (OWWA). The previous contractual agreement made provision for the City to provide up to 150,000 gallons of water per day. The proposed new contract will maintain that maximum level of consumption. At present, OWWA has 220 connections and over the past year usage has been 47,600 gallons per day. Staff is proposing that the City enter into a new water service contract with OWWA for a period of 10 years. City Attorney Blair Henningsgaard has reviewed and approved as to form the attached agreement. It is recommended that Council approve execution of the attached water service contract with the Olney Walluski Water Association.

Item 6(e): Amendment of Intergovernmental Agreement for Maintenance of Smith Point Roundabout (Parks)

From 2009 – 2013 the City of Astoria Parks and Recreation Department held an Intergovernmental Agreement with the Oregon Department of Transportation to perform the landscape and maintenance duties of the Smith Point Roundabout at the intersection of US 101 and OR 202. In return, the Department of Transportation has made annual payment to the City of up to \$9,400 per fiscal year. In order to extend the Intergovernmental Agreement between the City of Astoria Parks and Recreation Department and the Department of Transportation for the continued landscape and maintenance of the Smith Point Roundabout, an amendment must be approved, with a new expiration date of June 30, 2017. The agreement has been reviewed and approved as to form by City Attorney Henningsgaard. It is recommended that Council approve Amendment Number 01 Intergovernmental Agreement with the Oregon Department of Transportation for the landscape and maintenance of the Smith Point Roundabout.

REGULAR AGENDA ITEMS

Item 7(a): Authorization to Award Engineering Design Contract for 16th Street CSO Separation Project (Public Works)

In April, Council authorized staff to solicit for qualifications from engineering design firms for the 16th Street Combined Sewer Overflow (CSO) Separation Project. This project mainly consists of the installation of new stormwater pipe within the existing roadway infrastructure in established City rights-of-way. It may be necessary to replace existing water and sewer pipe where construction of the new storm pipe compromises the integrity of the existing infrastructure. Statements of Qualifications (SOQ) were received on May 7th from five firms and are listed in the order in which they scored in City staff evaluations: Gibbs & Olson, OTAK, Kennedy/Jenks Consultants, HDR and RH2 Engineering. After scoring the SOQs, staff determined that Gibbs & Olson was the best choice for the project, due to the experience and availability, commitment to meet project deadlines, and knowledge of the area. The consultant's fee for the design engineering, geotechnical services and archaeological services to provide a 30% design report is \$286,300. The estimated range for services through final design, bidding services, and construction support services is \$608,000 to \$707,000. Construction is currently estimated to begin in May 2015. Funding for this project is available through an Infrastructure Finance Authority (IFA) contract that was authorized by Council in April. It is recommended that Council execute a contract with Gibbs & Olson for a total not to exceed the amount of \$286,300.00 for design engineering services to develop a 30% design report for the 16th Street CSO Separation project.

Item 7(b): Public Hearing and Resolution Adopting Supplemental Budget for Fiscal Year 2013-14 – 16th Street CSO Project (Finance)

ORS 294.473 provides a procedure for a municipality to pass a supplemental budget that adjusts for changes that happen during a fiscal year. The regulation stipulates that the Council should hold a public hearing for the proposed supplemental budget and, then, consider a resolution that would adopt the proposed supplemental budget. The City's Public Works Department has prepared a contract to start the design of 16th Street combined sewer overflow project. This contract will be considered by Council at their June 16, 2014 meeting. If the contract is approved, the contractor wants to start the initial surveys before the end of FY 2013-14. A budget was prepared for this work to start after July 1, 2014 for FY 2014-15, but not before July 1, 2014. Since there is no appropriation for this, it is required to adopt a supplemental budget for FY 2013-14 to accommodate initiation of this work. The appropriate notice was advertised on June 13, 2014. It is recommended that Council hold a public hearing for the advertised supplemental budget and consider adopting the resolution.

Item 7(c): Resolution Adopting Year End Adjustments for June 30, 2014 Budgets (Finance)

Review of four funds indicates the need for adjustments to their appropriations. For the General Fund, the Community Development Department has required some additional extra help for the Senior Center remodel and historic preservation initiatives in the amount of \$9,800. City Hall needs \$3,000 for Council Chamber technology and window repairs. State fines in the Municipal Court exceeded the budgeted by \$3,500. Finally, \$24,000 is needed for labor negotiations in the Non and Interdepartmental budget. The resolution increases these appropriations by \$40,300. For the Local Improvement Debt Service Fund, in anticipation of a bequest from the Estate of Art DeMuro, staff is requesting to transfer \$150,000 from the Local Improvement Debt Service Fund to the Parks Project Fund in support of the Garden of Surging Waves project. For the Public Works Improvement Fund, extra help for the hydroelectric grant was required in the amount of \$8,500. Renovation of the residence at the watershed requires an adjustment of \$15,000 for a total of \$23,500. For the Parks Operation Fund, revenues for the Aquatic Facility and Recreation programs are in excess of the budgeted revenues; however, revenues for the maintenance program that includes the cemetery are under budget. Parks staff is anticipating expenditures for renovation and improvements to the Yacht Club so that the building may be occupied in July. This makes for increased costs in June that will be offset in the next fiscal year because there will be no lease payment for the Star of the Sea building. Last fiscal year the additional transfer amount was \$187,300. The amount requested is not to exceed \$50,000 and the transfer will be only in the amount of what is needed. It is recommended

that Council approve the attached resolution to implement the adjustments for the FY 2013-14 budget.

Item 7(d): Ordinance Adopting Building Code Operational Plan Revisions (1st reading) (Community Development)

On March 24, 2014, the City Council adopted revised Building Inspection Program fees for the City of Astoria. The new fees were effective May 1, 2014. Oregon Administrative Rules require that municipalities update their Operational Plans following adoption of a new building inspection program fee schedule. The Operational Plan for the Building Inspection Division is required by the State Building Codes Agency (BCA) to address the day-to-day operations of the building inspection program. The attached draft Operation Plan reflects the program as it is currently conducted with recent updates in items such as hours of operation, reference to the City web site, etc. It is recommended that the City Council conduct a first reading of the proposed ordinance for the adoption of the Operational Plan as referenced in City Code Section 9.065 and schedule a second reading and adoption for the next regularly scheduled City Council meeting on July 7, 2014.

Item 7(e): Authorization to Award 2014 Paving Project (Public Works)

The 2014 Paving Project will include approximately 3,500 tons of asphalt pavement overlay, 11,750 square yards of asphalt grinding, 6 ADA ramp upgrades, 440 square yards of road base reconstruction, and other associated improvements. On May 19, 2014, the City Council authorized staff to solicit bids for the project. The following competitive bids were received:

Contractor	Total Bid
Bayview Transit Mix	\$481,101.50
Big River Construction	\$563,017.00

The Engineer's Estimate prepared for the project is \$531,680, including a 10% contingency and construction survey services. Funding for the project will come from the Astoria Road District Fund (Local Fuel Tax Fund). It is recommended that Council authorize award of a construction contract to Bayview Transit Mix in the amount of \$481,101.50 for the 2014 Paving Project.

Item 7(f): Consider Setting Public Hearing for the Sale of City Property Located in the 900 Block of 36th Street (Public Works)

A sales offer for a parcel of City owned property has been received from Brian K. Woosley and Donna L. Tavares, who own property at 3609 Irving Avenue, adjacent to the City lot. The offer for the property is \$4,000, which was the original asking price. The lot consists of a 50 foot by 200 foot parcel that extends east-west behind four residences that front on Irving Street. The

owners of two properties, Woosley/Tavares (tax lot 8300), and the Woods (whose property is located next to the Woosley/Tavares property, tax lot 8400) have their only vehicular access across the City lot, and have done so historically. The two owners of tax lots 8500 and 8600 have access from Irving Street. Under the proposed sales agreement, the City would sell the property to Woosley/Tavares, who would deed an access easement to Mr. and Ms. Wood. Woosley would continue to own the entire parcel behind the four dwellings. The property owners of tax lots 8500 and 8600 expressed no interest in owning the lot or a portion of the lot at this time. A fact sheet, assessor's map is attached to this report, as well as the City Planner's report. It is recommended that the City Council schedule a public hearing for the July 7, 2014 meeting to consider the offer.

Item 7(g): Authorization to Submit a Grant from Energy Trust of Oregon for Solar Study (Public Works)

The City has an opportunity to apply for a grant for a solar project at the sewage treatment facility and sewage pump station #1 through the PacifiCorp Blue Sky grant program. These two facilities are the largest users of electricity in the City, utilizing over one million kilowatt hours annually at a cost of over \$100,000 (electrical usage history attached). The purpose of the study would be to determine various technical details, such as the availability of optimum solar exposure and space to erect a solar array in the vicinity of the treatment plant and pump station, and if so, if there is a third party investor who would provide the funding for the project. The involvement of a third party investor is necessary because municipalities cannot take advantage of tax credits, which make these projects feasible. Typically, the investor constructs the solar facility at their cost, takes the available tax credits, and develops an agreement so that the City can take advantage of the energy savings. The City of Beaverton is working on a reservoir project using this source of funding (see attached). The City of Cannon Beach is interested in participating, since their sewage treatment plant has a large power load in the summer months when the plant is at full capacity. Energy Trust of Oregon has suggested that an investor may be interested in more than one municipality in order to increase the scale of the project. There is no match required for the PacifiCorp Blue Sky grant. It is recommended that Council authorize the City Manager Pro Tern to sign the grant application to PacifiCorp Blue Sky for an amount not to exceed \$25,000.

EXECUTIVE SESSION

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

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



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



CITY OF ASTORIA


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COMMUNITY DEVELOPMENT

MEMORANDUM

DATE: May 30, 2014

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER PRO TEM

SUBJECT: DR. EDWARD HARVEY HISTORIC PRESERVATION AWARDS

The City of Astoria Historic Landmarks Commission has selected the 2014 recipients for the Dr. Edward Harvey Historic Preservation Award. The awards are presented each year to recognize property owners who have completed exterior restoration or beautification of a building which exemplifies the historical attributes of the building or the architectural heritage of Astoria. The work must have been completed within the last two years. This year there are two properties to be presented with certificates, one commercial and one residential:

The commercial property award recipient is:

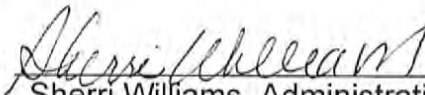
- Ted Osborn for restoration of the Allen Building at 1004-1008 Commercial Street;

The residential property award recipients are:

- Ernest & Judith Atkinson for restoration of their property at 216 Exchange.

Framed certificates should be presented by the Mayor to the recipients at the June 16, 2014 City Council meeting. The recipients have been notified of the meeting to receive the awards.

In addition to the above awards, the Historic Landmarks Commission agreed there is one additional property that should be recognized for restoration efforts with the receipt of an Honorable Mention award: Kyle & Julie Johnson for restoration of Links Outdoor at 1254 Commercial. This award will be presented by the Historic Landmarks Commission at their meeting on Tuesday, July 15, 2014.

By: 
Sherri Williams, Administrative Assistant

DR. EDWARD HARVEY AWARD

The Award is named for Dr. Edward Harvey who was a pioneer in recognizing the importance of historic preservation in Astoria. His original efforts of placing plaques denoting the brief history of a building are still seen throughout the City. He lobbied the Clatsop County Commissioners to establish a Historic Advisory Committee of which he served as the chairman for many years.

The Award has been presented yearly since 1988 to owners of residential, commercial, or public buildings who have completed exterior painting, rehabilitation, restoration, or beautification projects which have been sensitive to the historical attributes of the building and/or the architectural heritage of Astoria.

DR. EDWARD HARVEY HISTORIC PRESERVATION AWARD

The Dr. Edward Harvey Historic Preservation Award is presented annually by the City Council and Historic Landmarks Commission. The Award is competitive and recognizes persons who, in the judgment of the Historic Landmarks Commission, have completed the year's best example of a historic rehabilitation or restoration project which respects the history and architectural heritage of the City.

For the year 2014, we have one property in the Commercial category and one in the Residential category.

For the best example of the renovation of a historic commercial property, the Award is presented to:

- **Ted Osborn for renovation of the Allen Building at 1004-1008 Commercial**

For the best example of the renovation of a historic residential property, the Award is presented to:

- **Ernest & Judith Atkinson for restoration of 216 Exchange**

The City of Astoria thanks each of you for your efforts. Restoration of these structures has added to the overall historic character of Astoria.




CITY OF ASTORIA
Founded 1811 • Incorporated 1856

June 6, 2014

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER PRO TEM

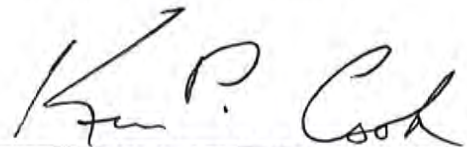
SUBJECT: **IRVING AVENUE: 19TH STREET BRIDGE REPLACEMENT – UPDATE**

The Irving Avenue Bridge near 19th Street is a steel structure that was constructed in 1946. In addition to serving residents in this section of the City, the bridge serves as part of an alternate route for State Highway 30 should there be a major accident or other traffic disruption. The Oregon Department of Transportation (ODOT) and the City has secured federal funding from the Highway Bridge Replacement and Rehabilitation program (HBRRP) to replace the bridge.

Nine bids were received by ODOT on May 22nd and the low bid was from Carter & Company Inc. for \$3,957,091.25, which was approximately seven percent less than the engineer's estimate. Formal Intent to Award has been issued to Carter & Company Inc. It is anticipated that Carter and Company Inc. will be given formal Notice to Proceed from ODOT at the end of June, and construction is anticipated to begin in early August. Irving Avenue will be closed for up to a year during construction.


A public open house will be held on Thursday, June 26th from 5 pm to 7 pm at the Astoria Recreation Center, 1411 Grand Avenue. Representatives from the design firm, contractor, ODOT and the City will attend the meeting and be available for questions from the community.

Submitted By



Ken P. Cook, Public Works Director

Prepared By

CINDY D. MOORE 

Cindy D. Moore, City Support Engineer

IRVING AVENUE

BRIDGE

Newsletter

Summer 2014

Open House on June 26th Construction to begin late July of 2014

The City of Astoria, ODOT and David Evans and Associates Inc. have completed their design of a replacement bridge for the current Irving Avenue Bridge (19th Street). The existing bridge, built in 1946, needs to be replaced due to its age. The City of Astoria will be hosting an Open House with the selected Construction Contractor on Thursday, June 26, 2014.

Join us!

Thursday, June 26, 2014
5:00 PM - 7:00 PM.
Astoria Recreation Center
1411 Grand Ave, Astoria, OR 97103

At this event, you can learn more about the project, meet the design and construction team, and review project elements and detour routes.

Bridge Closure Information

In order to complete the project in a shorter timeframe and to reduce costs, the roadway will be closed during construction.

- Full bridge closure begins in the summer of 2014.
- Bridge closure is estimated to last up to 16 months.

About the New Structure



Project vicinity map

The new structure will be a single-span bridge that can accommodate the area's landslide movement, and will be designed to be serviceable for at least 75 years. The bridge will include:

- 32-foot roadway
- Two 5-foot sidewalks
- Railings that are the same decorative style used on the Franklin Street Bridge replacement that was completed in 2011



Illustration of the final bridge design

More Information: Cindy Moore, PE, Project Manager, City of Astoria
Phone: (503) 338-5173, Email: cmoore@astoria.or.us

www.astoria.or.us/projects/IrvingBridge

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

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

Councilors Excused: LaMear

Staff Present: City Manager Pro Tem Estes, Police Chief Curzon, Parks and Recreation Director Cosby, Fire Chief Ames, Planner Johnson, Library Director Tucker, and City Engineer Harrington. The meeting is recorded and will be transcribed by ABC Transcription Services, Inc.

REPORTS OF COUNCILORS:

Item 3(a): Mayor Van Dusen reported the Garden of Surging Waves celebration was great. He thanked the community, City Council and Staff for their participation. The weather was perfect and it was great to present Astoria with the Garden of Surging Waves, which is a testament to the contribution of Chinese Astorians and Chinese Americans to the United States, which represents U.S. history, not the history of China. Chinese pioneers were just as relevant to Astoria's history as the white people in covered wagons.

Item 3(b): Councilor Warr agreed the opening of the Garden of Surging Waves was spectacular. The lion and dragon dances, which he had never seen before, were a lot of fun. He was most impressed by the number of out of town visitors who attended the event. He reported that on May 15th, he and City Manager Pro Tem Estes met with the Oregon Transportation Commission, attended the ribbon cutting at Buoy Beer Company, and then had dinner with the Commission. There was great conversation and he was able to brag about Astoria. He believed it was a very positive experience.

Item 3(c): Councilor Herzig reported that the Lower Columbia Diversity Project (LCDP) is co-sponsoring a film showing on Friday, May 30th at the Clatsop Community College Performing Arts Center. The film, *American Winter*, was filmed in Portland; it is about the effect of the shrinking economy on American families. The film showing is free and is sponsored by the LCDP, Clatsop Community College, and the Oregon AFL-CIO. He reported that Miriam Hurley, mother of Richard Hurley and Celia Davis, is gravely ill and not expected to survive. Everyone will miss her smiling face sitting in the front row at City Council meetings. He thanked Mayor Van Dusen for his Garden of Surging Waves speech that welcomed people regardless of their sexual orientation. Today in Eugene, Oregon, Justice Michael J. McShane struck down Oregon's ban on same-sex marriages as unconstitutional. His marriage to his partner is now considered legal in Oregon, as are many marriages in Astoria. He believed this was a great step forward for Oregon.

Item 3(e): Councilor Mellin reported she also enjoyed the festivities on Saturday for the Garden of Surging Waves. It was so nice to see everything happen after so many years. She heard from Jim Krettler that a woman came into his wife's antique store and said she booked her cruise on a particular cruise ship so she could be in Astoria for the opening of the Garden of Surging Waves. It was neat to see so many Chinese people attend from Portland and Seattle. Everyone was so appreciative of the Garden. After the opening, she attended the Friends of Ranald McDonald Annual Luncheon. The Friends have been meeting since 1988 to celebrate Ranald McDonald, who was the first English teacher in Japan born in Astoria in 1824. The Japanese Council from Portland and many other guests attended the luncheon. The Friends is a group of Japanese, Scottish, and Chinook people who are all connected through this historical event. Some members of the group are descendants of Chief Concomly. After the luncheon, the group went to Fort Astoria to decorate the plaque with roses. On Sunday, May 18th, she participated in the third Citizens Helping Improve Parks (CHIP-IN) event at Alderbrook Hall. She noticed Parks Department employees working on Saturday and volunteering on Sunday. The group cleaned up Alderbrook Park, which looks gorgeous. The group could have used more volunteers, but the park was small and they finished early. The next CHIP-IN event will be at Fred Lindstrom Park. On May 13th, she joined the Parks Department and Astoria Downtown Historic District Association (ADHDA) on a walk-through with a consultant to consider way finding signs that will help tourists and locals find locations in Astoria. The walk-through took all afternoon and it was interesting talking about the signs. On May 8th, she, Director Cosby, and Alana Garner went on the *Crown Princess*, a new cruise ship, and met the captain. It was wonderful

to meet the captain, tour the ship, have lunch, and participate in the gift exchange. On May 10th, the Columbia River Maritime Museum (CRMM) had a program about the Chinook. A book has just been published. One of the three authors, Tony Johnson, from across the river, is a Chinook. The book, which was well researched, is about the Lower Chinook and the people in this area. She learned that in the 1880s, Chinook, Washington had the highest per capita income of any place in the United States.

Mayor Van Dusen introduced the following people who were in the audience: Cliff LaMear; Sean Fitzpatrick, Planning Commission; LJ Gunderson, Historic Landmarks Commission; Dulcye Taylor, ADHDA; and Kent Easom, the newest Planning Commission member; and former City Councilor Peter Roscoe. Mr. Easom replaced Ron Williams, who had to resign because of scheduling conflicts. He thanked the volunteers for their work. He noted that Shel Cantor's home looked beautiful and makes the neighborhood and the town proud.

Shel Cantor, 1189 Jerome, Astoria, said the house was built in 1906.

CHANGES TO AGENDA: No changes.

CONSENT CALENDAR:

The following items were presented on the Consent Calendar:

- 5(a) City Council Minutes of 5/5/14
- 5(b) Boards and Commission Minutes
 - (1) Historic Landmarks Commission Meeting of 4/15/14
 - (2) Planning Commission Meeting of 2/25/14
 - (3) Planning Commission Meeting of 4/22/14
 - (4) Traffic Safety Advisory Committee Meeting of 2/22/14
- 5(c) Lease Agreement with Astoria Regatta Association for Use of East Portion of Heritage Square and Closure of 12th Street between Duane and Exchange Streets (City Manager)**

Councilor Herzig requested Item 5(c) be removed for further discussion.

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

Item 5(c): Lease Agreement with Astoria Regatta Association for Use of East Portion of Heritage Square and Closure of 12th Street between Duane and Exchange Streets (City Manager)

Councilor Herzig asked that Peter Roscoe be given the opportunity to speak about the Regatta, as he was unable to request removal of this item from the Consent Calendar by the 5:00 pm deadline.

Peter Roscoe, 857 Florence, Astoria, said the opening of the Garden of Surging Waves, which is part of Heritage Square, was great. Noting Councilor Mellin has been very involved with the Chinook, he recalled encouraging Ray Gardner several years ago on behalf of the City and with the City's approval to make the next phase of Heritage Square be about the first people. He encouraged the City to continue that promise to the Chinook, who are very important people. He has spoken to Suenn Ho and several City Council members about the possibility of designing a barbeque behind the Legion that would encourage people to use the Square. At 5:00 pm on June 2, 2014 at the Elks Lodge, as part of the Rose Festival, the Canadian ship *Oriole* will visit Astoria, and he confirmed that a City representative would be present. With regard to the lease agreement, he announced that the Astoria Regatta Association plans to reinvigorate the salmon barbeque aspect of the Regatta. Last year's Regatta was successful and the association would like to grow the event. When he was growing up, the salmon barbeque was a significant part of the Regatta. The Regatta Association has engaged with the culinary community of Astoria. Chefs in the community will be barbequing in the center of the parade. The Parks and Recreation Department and Sunday Market will be involved. He would like to see the area packed with people because it will be the best place to watch the parade. Astoria has four craft brewers, who will also be competing to create the best Regatta beer. Dan Bartlett is head of the judges' panel. The Regatta will include a beer garden, stage, line dancers in the parade and on stage, bag pipers, local musicians, and other performers. The barbeque and beer garden will be from 10:00 am to 5:00 pm. Last year, the beer garden was segregated from the family area. However, this year, the Regatta Association was able to receive a license from

the Oregon Liquor Control Commission (OLCC) to create a combined area that will include many of the local restaurants. He has spoken with Sheriff Bergen about getting off-duty officers to work the control points that will allow for the multi-use area. This enclosed and enforced area will allow families to sit together while dad has a beer. The Regatta will be on Saturday, August 9, 2014. There have already been many parade applicants and he looked forward to seeing everyone at the Regatta. He added that the Regatta began in 1894, but he was unsure exactly how many celebrations have occurred. There were some long periods, sometimes 10 or 11 years, when the Regatta was not held. He explained that the lease agreement regarding the property at 250 21st Street on the Astoria Development Commission Consent Calendar is for the Barbey Center. The Maritime Museum has a large area that may not be needed, but the Association would like access to the entire area just in case it is needed.

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

REGULAR AGENDA ITEMS

Item 6(a): Public Hearing and Ordinance Regarding Vacation of a Portion of West Niagara Avenue Adjacent to United States Coast Guard Housing (Public Works) (1st Reading)

The City has received a request from the United States Coast Guard (USCG) for the vacation of the north 30 feet of the West Niagara Avenue right-of-way adjacent to Lots 1 to 10, Block 12, West Slope and the south 30' of the West Niagara Avenue right-of-way adjacent to Lots 1 to 11, Block 13, West Slope. The USCG plans to expand their housing development with a road and new housing extending north from Klaskanine Avenue. At their April 21, 2014 meeting, Council adopted a resolution to set a public hearing for said vacation on May 5, 2014. The public hearing was continued to the May 19, 2014 meeting. It is recommended that the Astoria City Council conduct the public hearing and first reading of the ordinance to vacate a portion of the unimproved Niagara Avenue right-of-way.

City Manager Pro Tem Estes explained that because the USCG is a federal agency, they were unable to pay the assessed value of the land. Therefore, the City and USCG have agreed to a dedication swap when the new street right-of-way is built. Maps of the area were displayed.

Mayor Van Dusen opened the public hearing at 7:21 pm and called for anyone wanting to address the City Council on the vacation of a portion of West Niagara Avenue to come forward with any comments or concerns.

Mark Erickson, 930 Gara Place, Astoria, said he lives adjacent to the woods. He was unsure what the City meant by vacate and confirmed that a road would not be built in the area being vacated. He referred to the photo on the screen and confirmed that the USCG had not proposed to build a road from West Lexington. He used the photo to describe where Klaskanine Avenue, Alameda Avenue, the current USCG housing, and Garrow Place were located. His house was built before the USCG housing and he noted that the USCG is a fantastic neighbor. A tremendous amount of forest and large old growth trees were removed to build the USCG housing. That morning, he was awakened to the call of an eagle. Eagles' nests have become prominent in a portion of the woods that he indicated on the screen. He wanted to know where the new housing would be built and what impact the housing development would have on property values, the neighborhood, noise, wildlife, etc.

Engineer Harrington said the proposal indicates this road being developed to include a turn-around for fire trucks. The development being proposed is based on the center line of that road, staying away from the steep areas of the forested area.

Planner Johnson added that a pedestrian trail is proposed from the cul-de-sac up to West Lexington to allow pedestrian access through the area. The area identified as a potential eagle site is not identified, but is on a tract that is reserved for natural habitat and cannot be developed at this time. Engineer Harrington noted that there are some geologic areas that the USCG will be avoiding.

Mayor Van Dusen did not believe it was not possible to determine the effect of the development on property values.

Mr. Erickson confirmed his questions had been answered, adding he appreciated everything the Council does.

Martin Beuhl, 859 Glasgow, Astoria, said he was legally blind and could not see the map. He has been visiting the property for about 45 years and values the property tremendously. He understood that development was necessary, but sometimes there are options. Geologically, he did not know how viable the development would be and noted that there are other ways of building developments. He has adopted Astoria as his home and he believed these forested gems were worth preserving at any cost. He believed everyone would benefit from the forested areas in many ways. It sounded like much of the forested area would still be preserved. He asked when this project would begin.

City Manager Pro Tem Estes said construction is anticipated for 2014 and 2015. He did not have exact dates yet, but confirmed that the project would begin within the next year or year and a half.

Mr. Beuhl said his stepdad grew up walking and playing in those woods. The government loves to have straight lines and things rigidly blocked out. He hoped the USCG would be willing to work with the community to keep the natural areas as intact as possible. It seems as if logs were pulled across the trails after 2007, which closed off the area. He and his dog still climb in the area. He assumed that as a citizen, the federal land is his and he can use it. He recommended the forested area on the ravine and watershed, which the high school biology department has used, be preserved. He asked if there would be any more meetings about the development, as he wanted to stay involved in the process.

Mayor Van Dusen replied this was the only public hearing scheduled for this street vacation.

Sue Skinner, 511 Jerome, Astoria, asked if the plan was to save the ravine and creek. Planner Johnson responded that the USCG owns the area east of the ravine. She referred to the map, noting the long strip of property along the west side that is owned by the City is undevelopable. The ravine and stream go through this property and would be preserved as City owned property; no work has been proposed in this area. The housing development would be located quite a ways from the ravine, on the east side of USCG property.

Chris Farrar, 3023 Harrison Avenue, Astoria, said he enjoyed Mr. Beuhl's comments. He looked at the property several days earlier and noticed the signs that stated "Federal Government Property, No Trespassing." He assumed the signs were referring to criminal intent. He looked at the stream courses and large trees, which are between four and six feet through. The ravine that runs along the west side of the property is actually an unnamed stream course of great importance to the region and he was glad it has been preserved. The recent Oregon Department of Geology and Mineral Studies (DOGAMI) landslide map indicates that entire USCG property is a deep landslide more than 15 meters thick, a thick slab of material that slid in the past probably at least 150 years ago. The toe of this mass extends out into Youngs Bay. He realized this public hearing was about vacating the street. Rather than speaking about all of his concerns about the property, he requested further discussions about the development of the property. He did not have any complaints about vacating the street to allow for potential development, but asked about the red line on the map.

City Manager Pro Tem Estes said that no other public hearings would be conducted to discuss the housing development because the federal government is able to construct without any City of Astoria building permits.

Mr. Farrar doubted this was true. He understood the USCG was part of the Department of Commerce, which was different from the military.

Mayor Van Dusen believed the USCG was part of Homeland Security. While the USCG may not be required to obtain permits or conduct public hearings, he believed they would be more than willing to do so. Mr. Farrar agreed. City Manager Pro Tem Estes added that the City has a great working relationship with the USCG. The City has been working with the USCG, who have been great partners.

Councilor Herzig suggested the public hearing be continued. Closing the public hearing now eliminates the mechanism for having another one. He believed people would be interested in hearing a presentation by the USCG as part of a continued public hearing.

Mayor Van Dusen agreed it would be great to ask the USCG to give a presentation, but was not in favor of having the presentation as part of this public hearing because the vacation was not the issue. Councilor Mellin agreed.

Mayor Van Dusen closed the public hearing at 7:37 pm. Councilor Warr proposed a first reading.

Planner Johnson conducted the first reading of the ordinance regarding vacation of a portion of West Niagara Avenue adjacent to United States Coast Guard housing.

Mayor Van Dusen suggested that the USCG do a future presentation about the development.

Councilor Herzig agreed, adding it was obvious that Staff had much more information than City Council about the plans. He would like to know more and believed the public would as well. He shared everyone's concerns; there are multiple slide areas on the property and the USCG has assured him that they are working between geological hazard areas. He wanted to ask the USCG to create a trail that all Astorians could use. A presentation by the USCG about how they plan to build the development and what precautions would be taken would ease his mind.

Mayor Van Dusen said he found it interesting that when the Coast Guard housing was built, the designers did not want right angle intersections and suggested bulb-outs. This was the first time that City Council and Staff had seen bulb-outs. Many times when something new is proposed, there is a human tendency to be leery of it. But the USCG talked the City into allowing the bulb-outs, which did so well to slow traffic at intersections that they were incorporated all over town.

Item 6(b): Amendment to Contract for Engineering Design Services – Bear Creek Hydroelectric Project (Public Works)

On December 16, 2013, the City Council authorized a contract with Murray Smith Associates (MSA) to design the Bear Creek Dam Hydroelectric project. A portion of the funding for this project is from the State of Oregon Infrastructure Finance Authority (IFA). Louise Birk, the new IFA representative for this project, pointed out that the contract must include a non-discrimination clause as required for State and Federally funded projects. It is recommended that the City Council approve an amendment to the MSA contract to include non-discrimination language required for State and Federally funded projects.

City Council Action: Motion made by Councilor Mellin, seconded by Councilor Warr to approve an amendment to the Murray Smith Associates (MSA) contract to include non-discrimination language required for State and Federally funded projects. Motion carried unanimously. Ayes: Councilors Warr, Herzig, Mellin, and Mayor Van Dusen; Nays: None.

Item 6(c): Infrastructure Finance Authority Loan Amendment No. 2 – 17th Street Dock Reconstruction (Public Works)

The State Infrastructure Finance Authority (IFA) has previously approved an interim loan contract providing matching funds for the 17th Street Dock Reconstruction Project. The loan, from the Oregon Special Public Works Fund, was in the amount of \$1.65 million at an interest rate of 0.5% for a period of up to three years and was used to match the Connect Oregon III grant of \$3.8 million. Now that the project is complete, IFA has issued final loan documents for City approval. The final loan amount is \$1,336,135.00, which is \$313,865.00 below the original request. The loan will be repaid with revenues from the U.S. Coast Guard dock lease and four boat moorage fees. The payment start date is December 1, 2014 and the loan maturity date is December 1, 2038 with an interest rate of 4% per annum. The contract amendment has been reviewed and approved as to form by City Attorney Henningsgaard. It is recommended that the Council approve the IFA Amended and Restated Contract and Amended and Restated Promissory Note used to provide matching funds to the Connect Oregon III grant for the reconstruction of the 17th Street Dock.

Mayor Van Dusen noted that Councilor Warr attended meetings throughout Oregon while working on this project, adding that Councilor Warr was Astoria's spokesperson at several public hearings. Councilor Warr said he had been attending the meetings for about seven years, four years before Astoria received funds to build the dock. He was pleased that the loan was for \$313,000 was less than originally estimated.

Councilor Herzig believed the City was considering other uses for the USCG dock lease revenue. He asked if the loan would absorb all of the lease revenue. City Manager Pro Tem Estes replied that the loan payments would not use all of the dock lease revenue, so funds would be available for other projects.

City Council Action: Motion made by Councilor Warr, seconded by Councilor Mellin to approve the IFA Amended and Restated Contract and Amended and Restated Promissory Note used to provide matching funds to the Connect Oregon III grant for the reconstruction of the 17th Street Dock. Motion carried unanimously. Ayes: Councilors Warr, Herzig, Mellin, and Mayor Van Dusen; Nays: None.

Item 6(d): Authorization to Bid 2014 Paving Project (Public Works)

The Public Works Department has developed a list of streets, which are included in the memo accompanying this agenda item for the 2014 Paving Project. Locations were chosen using the City's pavement maintenance software, anticipated future project needs, stopgap maintenance obligations, field evaluation, and cost efficiency considerations. The project will include approximately 3,500 tons of asphalt pavement overlay, 11,750 square yards of asphalt grinding, eight ADA ramp upgrades, 440 square yards of road base reconstruction, and other associated improvements. The construction estimate for this project is \$515,000, including a 10% contingency. Additional pavement preventative maintenance will be addressed with a crack and slurry seal project later this summer under a separate contract. Funding for this project is available in the Astoria Road District Fund (Local Fuel Tax Fund). It is recommended that the City Council authorize staff to solicit bids for the 2014 Paving Project.

Engineer Harrington gave a brief presentation on the street rights-of-way proposed to be paved during the summer of 2014. He displayed a map on the screen, indicating the locations proposed throughout town that were also listed in the agenda packet. He displayed a photograph of each location and discussed the proposed improvements, noting some locations will involve grinding and paving, and some locations will require grinding and inlaying. Inlaying is an economical way of replacing only the portion of the street that is in bad shape. Americans with Disabilities Act (ADA) upgrades will also be made at some locations.

Chris Farrar, 3023 Harrison Avenue, Astoria, asked why each location was chosen, what will happen to the areas that need work, and what can be done to make the roads last longer.

Engineer Harrington explained the City keeps an inventory of the streets using a management program that suggests the best ways to invest in preserving streets. On the other hand, some streets are in really bad shape and people want them repaired, so preservation is balanced with reconstruction. This year, the program is focused on preservation. After the paving project, the City will complete a crack seal project. The goal is to get the pavement index up to a reasonable number, which is currently very low. The City is working to protect its investment because reconstructs are very expensive. If the streets on the list get in worse shape, it will not be possible to overlay them to make them last longer; they will need to be reconstructed. Every city struggles with this balancing act. Discussions at paving conferences are about how to keep up with street maintenance without raising taxes.

City Manager Pro Tem asked Engineer Harrington to elaborate on the upcoming slurry seal project and crack repair, which would be completed later in the summer after the paving project.

Engineer Harrington recalled that a pavement strategy was presented a couple of years ago. The City planned to save money to do a larger project every two years and this is the year a project is to be completed. As soon as the overlaying and pavement repairs are completed, the City will follow up with a crack seal project that will preserve the asphalt by keeping water out of the sub grade. The City will also do slurry seals using new types of stronger, epoxy-based slurry seals. Before making decisions on the slurry seal project, Astoria is following Portland's slurry seal program to see what kind of success they have.

Councilor Herzig requested the photograph of Niagara and 15th be displayed on the screen and noted an area where parts of the roadway were slumping into the traffic lane considerably due to a slide to the south. He asked if this would be addressed. Engineer Harrington answered yes; the City has submitted a Request for Proposal to Landsite Technologies, the geotechnical engineer that does landslide monitoring for the City, to conduct a study of the area. The consultant did a reconnaissance with Staff at no charge and determined that the slides are

shallow rooted. The City compared the DOGAMI maps to its own landslide maps and spoke with Staff that said the slides have been slowly creeping down. Staff found plans from 1920, when a wooden retaining wall was used to repair the area. The movement is not catastrophic; it is just slowly creeping. Staff wants to figure out the best way to fix the slump, which might be to install drains to dry out the ground. He would like to see the result of the study before spending any money. The City will continue to maintain the area by removing the water over a couple of years. If the slump stops moving, money could be invested in a pavement project.

City Council Action: Motion made by Councilor Mellin, seconded by Councilor Warr to authorize staff to solicit bids for the 2014 Paving Project. Motion carried unanimously. Ayes: Councilors Warr, Herzig, Mellin, and Mayor Van Dusen; Nays: None.

NEW BUSINESS & MISCELLANEOUS, PUBLIC COMMENTS

Councilor Herzig recalled that a number of people complained about the condition of Mr. Olvey's property in Alderbrook at the last City Council meeting. He requested that Staff report in June on actions being taken to encourage Mr. Olvey to clean up his property. City Manager Pro Tem Estes said the day after the last City Council meeting, Staff sent code enforcement notices to Mr. Olvey. Staff will provide an update at the next City Council meeting.

Councilor Herzig said in an email, he asked City Council to direct Staff to adopt a more comprehensive antidiscrimination policy. The federal antidiscrimination policy adopted earlier in this meeting covered race and sex. He is asking that disability, religion, sexual orientation, gender identity, and gender expression also be covered. These are all important protections the citizens of Astoria need. He noted City Attorney Henningsgaard had assisted with some research, and the Mayor and Councilors were provided a copy of Portland's antidiscrimination policy with some of the wording changed as a basis for Astoria's policy.

Mayor Van Dusen read the proposed policy, which stated, "It is the policy of the City of Astoria that no person shall be denied benefits of or be subject to discrimination in any City programs, service, or activity on the grounds of race, religion, color, national origin, English proficiency, sex, age, disability, religion, sexual orientation, gender identification, gender expression, or source of income. The City of Astoria also requires its contractors and grantees to comply with this policy." He suggested "source of income" be changed to "income" because there are people who do not have any source of income and they should not be discriminated against either. He asked if sex, sexual orientation, gender identification, and gender expression were all necessary.

Councilor Herzig responded that he did believe they are all necessary because each of the four areas require legal protection. Title 1, with regard to sex, has been an issue before. He believed using the word sex instead of gender was more aligned with federal and state policies. Sexual orientation, which is a question of to whom a person is attracted, is something the country needs to look at. Sex and sexual orientation are standard protections nationwide, but gender identity and gender expression are relatively new. Gender identity is who a person feels they are, man or woman, independent of their anatomical sex. Gender expression is how a person expresses their gender identity, including how they dress, behave, whether or not they take hormone therapy or gender confirmation surgery. Gender identity is a personal feeling and there have been issues with changing birth certificates, drivers' licenses, and passports. He recalled Tessa Scheller, who several years ago realized she had always felt she was a woman and wanted to start acting and dressing as a woman. The realization that she was a woman is gender identity; wanting to act and dress as a woman is gender expression. He believes some municipalities have discriminated against a person because of their gender identity.

Councilor Warr opposed the proposed policy basically because proposing such a policy indicated Astoria had a problem. Policies are generally formulated to solve problems that cannot be solved in other ways. After receiving Councilor Herzig's email, he asked several long-term City employees if they believed there was a problem with discrimination of any kind against anyone. One employee had responded that in 28 years, Astoria had never been accused of any kind of discrimination against anyone for any reason.

- Such an expansive policy is inviting unintended consequences and it would be an insult to City employees who have never given City Council a reason to consider this type of restrictive policy. This policy says City Council does not trust its employees to do the right thing even though they always have.
- He does not oppose the policy because he is a bigot. He recalled several years ago, when Oregon had approved same-sex marriages for a short time, he and his wife participated in a same-sex marriage ceremony for their friends. He has a daughter-in-law who is African-American and a son-in-law who is

Puerto Rican. This is not an issue of bias or bigotry; the policy is a solution looking for a problem that does not exist.

Staff explained that regarding certain contracts there is antidiscrimination policy language, which complies with state law, and is specific to each contract. The construction contracts contain a certificate of nondiscrimination that a contractor must sign, certifying they will not discriminate, and return with the bid. This certificate covers minorities, women, emerging small businesses, and veterans, taken directly from ORS 408.225. When federal funding is received, Astoria adds language that the funding entity requests. Oregon does not require antidiscrimination language in personal service contracts, which are typically used for consultants. Goods and services contracts involve buying goods and there is no discrimination against physical goods.

Councilor Mellin believed a policy should be simple and consistent, so it is easily understood. The more a policy is itemized, the more limited the policy becomes because eventually, a missed item will be found. She preferred the policy be kept simple. Times have changed and the culture has changed, so incorporating every new facet is not necessary. She wanted to keep the antidiscrimination language the City is already using. She asked Councilor Herzig what brought this on and if there was an incident that Council was not aware of that required a new way of looking at things.

Councilor Herzig said no, he believed the City Council might like to join the 21st Century. The proposed policy was more than just excess verbiage. The issue is important; it is being debated and fought for. People are dying over questions of gender identity and expression, and he did not believe this was trivial or that it insulted City employees any more than adopting the federal language in Item 6(c). He would like to believe the opposition was coming from some considered position, not just personal animosity towards him. He did not believe the policy was extraneous, irrelevant, or overly complex.

Mayor Van Dusen and Councilor Herzig agreed that a policy for Astoria could be made more concise by eliminating some of the wording without changing the meaning. Councilor Herzig reiterated that the policy he shared with City Council was a working document to send to Staff for revision. The policy could be simplified and he was not suggesting the language be adopted as presented.

Mayor Van Dusen confirmed that the City did not have a policy that identified discrimination based on sexual orientation, and believed the City needed a new policy. He agreed with Councilor Warr that there were no issues, but there may be some well qualified people who would like to work for or move to the City of Astoria that would like to see such a policy in writing. He recalled how the County had difficulties interviewing a female county manager candidate who had been a man earlier in her life. Such a policy also helps to educate people.

Chief Curzon noted the City is in the process of revamping its personnel policy and handbook. The revisions include a description of discrimination and he was confident that an antidiscrimination policy was included. He suggested City Council wait to see what the personnel policy handbook stated, and then modify the handbook if needed. A lot of Police Departments are having issues with the level of inclusiveness included in the policy. The policy is very specific about not discriminating against anyone. There is a policy about identifying service animals, up to and including horses. He suggested City Council wait until the human resources contractor presented their policies and procedures that are inclusive and overarching.

City Manager Pro Tem Estes said he and City Attorney Henningsgaard looked at the proposed policy. He confirmed that new human resources language is being created. The City also has language in its contracts, however, the City does not have a universal policy that can be implemented across the entire city.

Councilor Warr confirmed for Mayor Van Dusen that he was not trying to keep City Council from voting.

City Manager Pro Tem Estes said he was clear on City Council's direction. Staff would look at the various policies currently in place and present suggestions at the next City Council meeting.

Mayor Van Dusen believed the Police Department may need its own policy, but City Council could have a policy as well. He did not believe it would be appropriate for City Council to pass a policy for the Police Department.

Chris Farrar, 3023 Harrison Avenue, Astoria, requested that the DOGAMI's tsunami evacuation route maps for the City of Astoria and surrounding communities be kept at City Hall. He assumed the maps were free from the

State. He added the good thing about the Coast Guard housing project was that it was not in the tsunami zone. He did not want the Coast Guard to build in Warrenton.

Shel Cantor, 1189 Jerome, Astoria, asked Councilor Warr to clarify his comment about there currently being no problem with how Staff handles themselves. He appreciated there were no problems, but asked if Councilor Warr was suggesting that City Council should never be proactive.

Councilor Warr said that was not what he meant. He believed the proposed policy was too large, too detailed, and covered almost anything that someone could complain about. The level of detail could result in unintended consequences. He did not believe the City needed a policy that told its employees every step to make. There is no discrimination problem in the City of Astoria that he can find. If Astoria did have a discrimination problem, the policies would not make much difference because people who are inclined to do the wrong thing, do not read policies. Astoria's practice in the past has been to pass policies to address needs or issues. Bringing forth a brand new policy, such as the one proposed, is a way of telling Staff that they need help doing what they should, even though they have always done what they should.

Mayor Van Dusen confirmed that Councilor Warr had no problem with Staff bringing back different wording for the policy. Councilor Warr added he could always vote no and be in the minority, and if the policy passed, he would still support it.

LJ Gunderson, 413 Franklin Avenue, Astoria, said she deals with a lot of human resources in her company, which includes sexual orientation in its antidiscrimination policy. She believed the more detailed a policy gets, the more the policy begins to discriminate against someone not identified in the policy.

Councilor Warr said this was what he meant by unintended consequences. Councilor Mellin added she was trying to make the same point as well.

Ms. Gunderson said as a member of various committees, commissions, and social gatherings, she was very saddened by the number of citizens not attending City Council meetings because they got tired of the negative people who attended every meeting. She understood City Council meetings offer free expression for everyone, but people have lost interest in attending. She was happy to hear positive comments from the audience at this meeting. She reported that news of the Garden of Surging Waves reached quite far because there was a cruise ship in town during the grand opening. She was tasked with keeping people out of the Garden before the ceremony began and many people on the cruise ship said the event was a wonderful community service. She thanked Ray Merritt from KMUN who brought an extra tent to use during the rain. She recalled how Peter Gimre had shown up early to help set up in the rain, helped put everything away after the event and then went to mow his mother's yard. While mowing, seven cruise ship tourists from Hong Kong asked him for directions to the Column. He drove the tourists to the Column, gave them a tour of downtown, and took them to Fort Stevens, Buoy Beer, and the Garden of Surging Waves. That is real community spirit. She noted the Public Works Department repaired a broken railing at the 14th Street dock within 30 minutes of reporting it. Astoria has the best City Council and the best team in the City. She said she was proud to be an Astoria citizen.

ADJOURNMENT

There being no further business, the meeting was adjourned at 8:21 pm.

APPROVED:

City Manager Pro Tem /
Community Development Director

Parks Advisory Board Meeting Minutes April 30, 2014

Present- Norma Hernandez , Brad Johnston, Kim Williams, Councilor Karen Mellin, Grace Laman, Tammy Loughran and Howard Rub

Absent- Jay Flint

Guests-Councilors Drew Herzig and Arlene LaMear, Julia Mabry

Staff- Terra Patterson, Pam Pearce, and Phil Elkins

Meeting was called to Order at 6:52am by chairperson Norma Hernandez.
The minutes from the April 2 meeting were reviewed. Minutes were approved.

Chair Person Section

1. What do you hear- Norma Hernandez talked about the successful CHIP-in event on April 27.
2. Angela Cosby met with citizen Jim Krettler. Angela toured several parks with Mr. Krettler and discussed his concerns and she showed him several areas where the parks department have had large successes.

Employee Recognition

1. Julia Mabry was recognized for her impressive work in coordinating the wellness challenge which she planned out, coordinated and found funding for. Norma discussed positive feedback regarding the project.

Old Business

- A. Friends of the Column have drafted an MOU which is currently being reviewed by City staff. Angela gave an update on design planning and having Lori Olen come to Astoria.
- B. Tammy gave an update on the Parks foundation reviewing what the foundation has been working on. She talked about progress with the Lindstrom bathroom project and working with the MOMS club to they are having a fundraiser May 10th. Additionally, they have provided administrative support for the dog park group. They are also selling window stickers to sale for \$5 to show support for the foundation. Long term the group is looking to create a fund for scholarships for the department's activities.
- C. Angela reviewed the event on Sunday the 27th and discussed how much work was accomplished at Tapiola Park. Over 60 citizens attended the event. A written update was also provided to the board highlighting the many successes the department has enjoyed. Norma encouraged the board to attend the next event on May 18.
- D. Additional written reports were given on old business.

New Business

- A. Sheila and Leslie reviewed the progress on the Dog Park project. The group has been looking for a potential sight since February. The group discussed the potential sight at Tapiola Park. The sight is just over an acre and will host a small dog park and a large dog park and also has water available. Sheila reviewed the minimal work that would need to be done with water

faucets and installing fencing. The group did go and talk to several neighbors and provided feedback given by each neighbor. Sheila reviewed potential costs which the group will be raising. The maintenance plan was also reviewed. The city would continue to mow grass and collect garbage as they currently do. The group would like to install fencing so that the maintenance crew can easily access the park. The group would offer a fund raiser once a year to cover costs; organize work parties once a year; organize speakers to educate citizens on pet ownership; do garbage pick-up inside the park; and maintain a database of volunteers. Howard Rub asked about the proposed sight and whether or not it would affect parking. Sheila discussed parking and what she had observed during games. Angela informed the board that the department has had a major problem with patrons parking on the grass which breaks water lines. Brad Johnston discussed a concern about funding. The group did reiterate that they would be doing fund raising annually to help offset any increased costs.

- B. Yarn bombs were discussed by Angela. This is a project that groups knit yarn to go around various objects in parks.
- C. Angela discussed two grants that will be going to city council at the next meeting. One was for way finding signage and the other to create a Parks Master Plan.
- D. Angela discussed the proposal of the relocation of the Astoria Recreation Center. The department is looking at moving to the Yacht Club. Angela talked about costs for renovation. Brad Johnston said that he was supportive of the idea. Grace expressed concerns with the move regarding adult fitness. Kim expressed concerns with parking. Brad discussed how parking was handled when city hall occupied the building. Norma discussed issues with access to the building and that it would be a positive change for the building. Brad motioned that the board recommend the move to city council. Tammy seconded. There was no opposition from the board. The motion passed unanimously.
- E. Angela passed out Garden of Surging Waves invitations for the grand opening. Brad asked about closing streets for the event. Drew Herzig suggested posting in literature that booklets will be available at city hall.
- F. Angela reviewed the Directors Reports and the department's upcoming events.
- G. Norma asked the visitors to share. Councilor Herzig thanked the department for their involvement with lighting the column. A concerned citizen expressed concerns with the condition of the River Walk. Concerns included blackberries and overgrown grass. The area where concerns were voiced primarily are past Safeway. A large section of this area was private property. Angela expressed that she would be happy to meet with these individuals separately to review their concerns and which areas are actually city property.


Next meeting will be held Wednesday, May 28th at 6:45am



June 10, 2014

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER PRO TEM

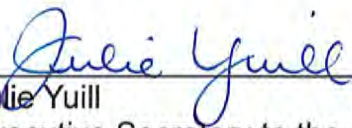
SUBJECT: ABC TRANSCRIPTION SERVICES, INC., CONTRACT RENEWAL

DISCUSSION/ANALYSIS

The City of Astoria has contracted with ABC Transcription Services, Inc., (ABC) since April 2010 for the transcription of meeting minutes for the City Council, Planning Commission, Historic Landmarks Commission, Design Review Committee and Library Board. The current contract will expire on June 30, 2014. ABC is agreeable to continuing the contract through the next fiscal year with no increase in fees. A total of \$16,000 is allocated as part of the FY 2014-2015 budget for these services, although it is anticipated that total cost for services will not exceed \$12,000. ABC has been both responsive and timely. The draft contract has been reviewed and approved as to form by City Attorney Henningsgaard.

RECOMMENDATION

It is recommended that Council approve a Contract for Professional Services with ABC Transcription Services, Inc., for the period July 1, 2014 to June 30, 2015.

By: 
Julie Yuill
Executive Secretary to the City Manager

CITY OF ASTORIA CONTRACT FOR PROFESSIONAL SERVICES

This Contract, made and entered into this 16th day of June, 2014, by and between the City of Astoria, a municipal corporation of the State of Oregon, hereinafter called "CITY", and ABC Transcription Services, Inc., hereinafter called "CONTRACTOR", duly authorized to perform such services in Oregon.

WITNESSETH

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

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

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

1. CONTRACTOR SERVICES

- A. CONTRACTOR shall perform transcription services for the City of Astoria as provided in the attached Exhibit A from July 1, 2014 to June 30, 2015.
- B. Contractor's services are defined solely by this Contract and not by any other contract or agreement that may be associated with this project.
- C. CONTRACTOR'S services shall be performed as expeditiously as is consistent with professional skill and the orderly progress of work.

2. COMPENSATION

- A. CITY agrees to pay CONTRACTOR in accordance with the schedule attached as Exhibit A for performance of those services provided herein;
- B. CONTRACTOR will submit invoices for payment as follows: City Council and Library Board to attention of Julie Yuill jyuill@astoria.or.us; and all others to attention of Sherri Williams swilliams@astoria.or.us, or 1095 Duane Street, Astoria OR 97103.
- C. CITY certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract.

3. CONTRACTOR IDENTIFICATION

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

4. CITY'S REPRESENTATIVE

For purposes hereof, the CITY'S authorized representative will be Julie Yuill, Executive Secretary to the City Manager, City of Astoria, 1095 Duane Street, Astoria, Oregon, 97103, (503) 325-5824, jyuill@astoria.or.us.

5. CONTRACTOR'S REPRESENTATIVE

For purposes hereof, the CONTRACTOR'S authorized representative will be Paula Pinyerd, President, ABC Transcription Services, Inc., 42340 NW Depot Street, Banks, Oregon 97106, (503) 310-3482, abc4transcription@yahoo.com.

6. CITY'S OBLIGATIONS

In order to facilitate the work of the CONTRACTOR as above outlined, the CITY shall furnish to the CONTRACTOR access to all relevant audio, exhibits, reports and site information which is in the City's possession concerning the project.

7. CONTRACTOR IS INDEPENDENT CONTRACTOR

A. CONTRACTOR shall be an independent CONTRACTOR for all purposes and shall be entitled to no compensation other than the compensation provided for under Section 2 of this Contract.

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

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

8. CANCELLATION FOR CAUSE

CITY may cancel all or any part of this Contract if CONTRACTOR breaches any of the terms herein or in the event of any of the following: Insolvency of CONTRACTOR; voluntary or involuntary petition in bankruptcy by or against CONTRACTOR; appointment of a receiver or trustee for CONTRACTOR, or any assignment for benefit of creditors of CONTRACTOR. Damages for breach shall be those allowed by Oregon law, reasonable and necessary attorney's fees, and other costs of litigation at trial and upon

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

9. EARLY TERMINATION

A. This Contract may be terminated without cause by mutual written consent of the parties. In addition, the parties may agree to terminate the contract:

- 1) If work under the Contract is suspended by an order of a public agency for any reason considered to be in the public interest other than by a labor dispute or by reason of any third party judicial proceeding relating to the work other than a suit or action filed in regard to a labor dispute; or
- 2) If the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the Contract.

B. Payment of CONTRACTOR shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by CONTRACTOR against CITY under this contract.

C. Termination under any provision of this paragraph shall not affect any right, obligation, or liability of CONTRACTOR or CITY which accrued prior to such termination.

D. If work is suspended under circumstances described in 9(1) but the contract is not terminated, the Contractor is entitled to a reasonable extension of time to complete the contract.

10. 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.

11. FORCE MAJEURE

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

12. NONWAIVER

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

13. 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.

14. 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.

15. CONFLICT BETWEEN TERMS

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

16. INDEMNIFICATION

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

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

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

17. INSURANCE

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

- A. Professional Liability Insurance. The CONTRACTOR shall have in force a policy of Professional Liability Insurance in an amount not less than \$1,000,000. The CONTRACTOR shall keep such policy in force and current during the term of this contract.
- B. Comprehensive General Liability Insurance. CONTRACTOR shall obtain and maintain comprehensive general liability insurance, including auto, against any and all claims for damages to persons or property which may arise out of his operations under this agreement. Insurance shall name the CITY as additional insured. Coverage shall include CONTRACTOR, sub-consultants, and anyone directly or indirectly employed by either. The comprehensive general liability shall be combined single limit for broad form liability property damage and bodily injury, of at least \$1,000,000.00 and shall increase such limits to the limits of Oregon Tort Claims Act if Act's limits are increased. Such insurance shall not be canceled or its limits of liability reduced without thirty (30) days prior notice to City. A copy of an insurance certificate in a form satisfactory to City certifying the issuance of such insurance shall be furnished to City.

18. WORKMEN'S COMPENSATION

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

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

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

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

Contractor shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

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

20. PAYMENT OF CLAIMS BY PUBLIC OFFICERS

If the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the proper officer or officers representing the municipality may pay such claim to the person furnishing the

labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of such contract.

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

21. PAYMENT OF MEDICAL CARE

Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury to the employees of such contractor, of all sums which the contractor agrees to pay for such services and all moneys and sums which the contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

22. OVERTIME

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

23. STANDARD OF CARE

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

24. OCCUPATIONAL TAX

CONTRACTOR shall pay the City of Astoria Occupational Tax as provided in Astoria Code Sections 8.000 to 8.035.

25. NO THIRD PARTY BENEFICIARIES

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

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 CONTRACTOR and supersedes all prior written or oral discussions or agreements. CONTRACTOR services are defined solely by this Contract and its

attachments and not by any other contract or agreement that may be associated with this Contract.

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

APPROVED AS TO FORM:


Digitally signed by
com.apple.idms.appleid.prd.49317566476d4a
3867754144546f59324e744d354e773d3d
DN:
cn=com.apple.idms.appleid.prd.49317566476
d4a3867754144546f59324e744d354e773d3d
Date: 2014.06.03 12:30:30 -06'00'

City Attorney

BY: _____
Mayor Pro Tem Date

BY: _____
City Manager Pro Tem Date

ABC TRANSCRIPTION SERVICES, INC.

BY: _____
Contractor Date



ABC Transcription Services, Inc.

2014-2015 Transcription Services Proposal

The following is ABC Transcription's 2014-15 bid proposal tailored to the transcription services requested by the City of Astoria.

Meeting Attendance: \$60.00 for the first hour, \$43/hour thereafter:

- \$60.00 minimum attendance fee for meetings lasting one (1) hour or less.
- Time billed includes the length of the meeting (from "call to order" to "adjournment") plus meeting set-up and clean-up time, (approximately 30 to 60 additional minutes).
- No charge for driving time or miles driven within the Portland Metro area.

Transcription Services:

Proposed base transcription rates given the noted business day turnaround times and a meeting to transcript preparation ratio of approximately five hours to one hour (5:1) of meeting time (see additional options below):

<u>City Council: 6 business days</u>	\$38 per labor hour
<u>Planning Commission/Library and other Boards: 12+ business days</u>	\$36 per labor hour
<u>Engineering Precons/Preapplications (verbatim work): (4:1 ratio; deadline as determined by staff)</u>	\$34 per labor hour

Major deviation from transcription ratios requires approval from City staff.

<u>Optional Services or Considerations:</u>	<u>In addition to base transcription rate:</u>
Meetings longer than 3 hours:	\$2
Poor Audio Quality	\$2
Turnaround Time	
Less than 3 business days	\$4
3 to 6 business days	\$2
Specific Formatting (bullets, margins, etc.)	\$1

Added rates for Technical Content and Editing/Rewriting only apply to that specific portion of the meeting.

Technical content: \$2
Code rewrites, transportation, etc.

Editing/Rewriting: \$4
Identify/insert pronouns, reword for better flow, more concise content, polished grammatical structure, etc.

Audio Services:

Converting analogue audio, and posting converted mp3 audio file onto ABC Transcription's secure FTP site within 24 hrs of meeting. The City will have its own password for private, secure access. Rates are as follows:

- \$10 per 60 MB Posting/uploading audio files to ABC FTP site by Staff or upon Staff's request.
60 MB=approximately 1 audio hour on mp3 files and 20 minutes of audio on wave sound files
- \$25/hour Conversion, splitting & saving of wave sound files to mp3 format

City Staff must download and save requested audio files from ABC's FTP folder within 3 days of audio being posted in their ABC FTP file folder.

**ABC Transcription Services, Inc.
Company Profile**

Contact: Paula Pinyerd, President

Address: 150 SE Depot, Banks, OR 97106

Phone: 503-324-0198

Mobile: 503-310-3482

Email: abc4transcription@yahoo.com

EIN: #26-3741559

ESB Certification: #5336

Certificate of Insurance: Available upon request

Supplemental Information

- As an Oregon Certified Tier-1 Emerging Small Business (ESB), having ABC Transcription as your transcription service provider can help the City better meet possible quota requirements.
- Having served the City of Astoria for more than three years, ABC Transcription is well acquainted with City Staff and its Council and Commission members. ABC is also very familiar with the various upcoming projects in the City, including the library renovation and Garden of Surging Waves.


References and sample transcripts are available upon request.



June 4, 2014

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER PRO TEM

SUBJECT: **OLNEY WALLUSKI WATER ASSOCIATION WATER SERVICE CONTRACT**

DISCUSSION/ANALYSIS

Since 1954, the City of Astoria has had a contract to provide water to the Olney Walluski Water Association (OWWA). The previous contractual agreement, which has expired, made provision for the City to provide up to 150,000 gallons of water per day, which is enough to support up to 300 residences. The proposed new contract will maintain that maximum level of consumption. At present, OWWA has 220 connections. As a point of reference, water usage by OWWA over the past year has averaged 47,600 gallons per day. The OWWA, along with six other outlying water districts and associations, pay on a water rate schedule that is established by City resolution. All of these districts and associations pay a rate that is 10% greater than the rate charged to City customers.

Staff is proposing that the City enter into a new water service contract with OWWA for a period of ten years. City Attorney Blair Henningsgaard has reviewed and approved as to form, the attached agreement.

RECOMMENDATION

Recommend the Astoria City Council approve execution of the attached water service contract with the Olney Walluski Water Association.

Submitted By 
Ken Cook, Public Works Director

BULK WATER SALES AGREEMENT

This Agreement is entered into this _____ day of _____, 2014, between the City of Astoria, hereinafter referred to as "CITY", a municipal corporation of the State of Oregon and the Olney-Walluski Water Association, a cooperative corporation existing under the laws of the State of Oregon, hereinafter referred to as "OWWA",

RECITALS:

A previous contract for the bulk sale of water between the CITY and OWWA was executed on the 18th day of October 1954 and provided for the purchase of water to serve up to 300 residences at a maximum of 150,000 gallons of water per day.

Except as modified herein, it is the desire of both parties to continue the essential terms of that agreement.

AGREEMENT:

In consideration of the covenants and payments hereinafter described, CITY hereby permits OWWA to continue to tap CITY'S water main and purchase up to a 150,000 gallons of water per day to serve not more than 300 residences.

Attached hereto and made a part of this agreement is a map showing the service area boundaries of OWWA. OWWA agrees not to enlarge the service area without written approval of CITY.

In consideration of the privilege to connect with CITY'S water main and purchase water, OWWA covenants and agrees as follows:

OWWA shall pay all costs and expenses in making the necessary connection of their water system with the main pipeline of CITY, and shall maintain that connection in such a manner as to do no damage of any kind to the water main or water supply of CITY. OWWA shall promptly repair any leaks that occur in the connection, and shall hold CITY harmless against damage of any kind or nature incident to or as a result of anything done by OWWA under the terms of this contract.

OWWA shall install and maintain a master meter of sufficient size and type acceptable to the City Engineer for the use of the CITY, upon any part of the OWWA water system deemed necessary or convenient by the City Engineer of the CITY. OWWA shall pay all costs and expenses for the installation, maintenance, repair and replacement of this master water meter. Any work performed in making and maintaining a connection with the water main of the CITY or in or upon the master meter shall at all times be under the direct supervision and control of the City Engineer of the CITY.

OWWA shall pay the CITY for all water passing from the water main of the CITY into the water main owned by OWWA at the published water meter rates as established in Resolution No. 13-20 or subsequent resolutions as may be passed in the future by the Astoria City Council.

All applicable sections of Resolution No. 13-20, the Astoria Code and subsequently adopted resolutions of the Astoria City Council are hereby incorporated into and expressly made a part of this contract.


In the event that water supplies available for the use of the people of the CITY become low and restrictions on the use of water within CITY are placed in force, OWWA shall promptly adopt and enforce the same restrictions on the use of water for all users within their district.

Water furnished by CITY shall be delivered through the main line pipe to CITY. CITY makes to warranty to OWWA or its users concerning the potability or sanitary quality of such water. Any treatment required to make this water potable or sanitary and any further treatment required by the Safe Water Drinking Act or other State or Federal mandate shall be undertaken by OWWA at its sole expense. CITY does not guarantee the continuity or supply of water provided under this agreement, but CITY will use its best efforts to maintain a supply into the main line. This agreement is for a period of ten (10) years.

OWWA agrees to hold CITY harmless and indemnify CITY for all damage, costs and attorney fees arising out of any claim involving the quality or quantity of water provided under this agreement.

IN WITNESS WHEREOF, The City of Astoria by motion of the City Council on this _____ day of _____, 2014, authorized the Mayor and the City Manager of the City of Astoria to execute this contract for and on behalf of the City of Astoria, and the OLNEY-WALLUSKI WATER ASSOCIATION has by Resolution of its Board of Directors authorized its President and Secretary to execute this contract for and on behalf of the OLNEY-WALLUSKI WATER ASSOCIATION.

Approved as to form:


Digitally signed by
com.apple.idms.appleid.prd.4931756
6476d4a3867754144546f59324e744d
354e773d3d
DN:
cn=com.apple.idms.appleid.prd.4931
754647694a3867754144546f59324e7
44d354e773d3d
Date: 2014.06.04 14:43:23 -0800

Attorney

Olney-Walluski Water Association

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

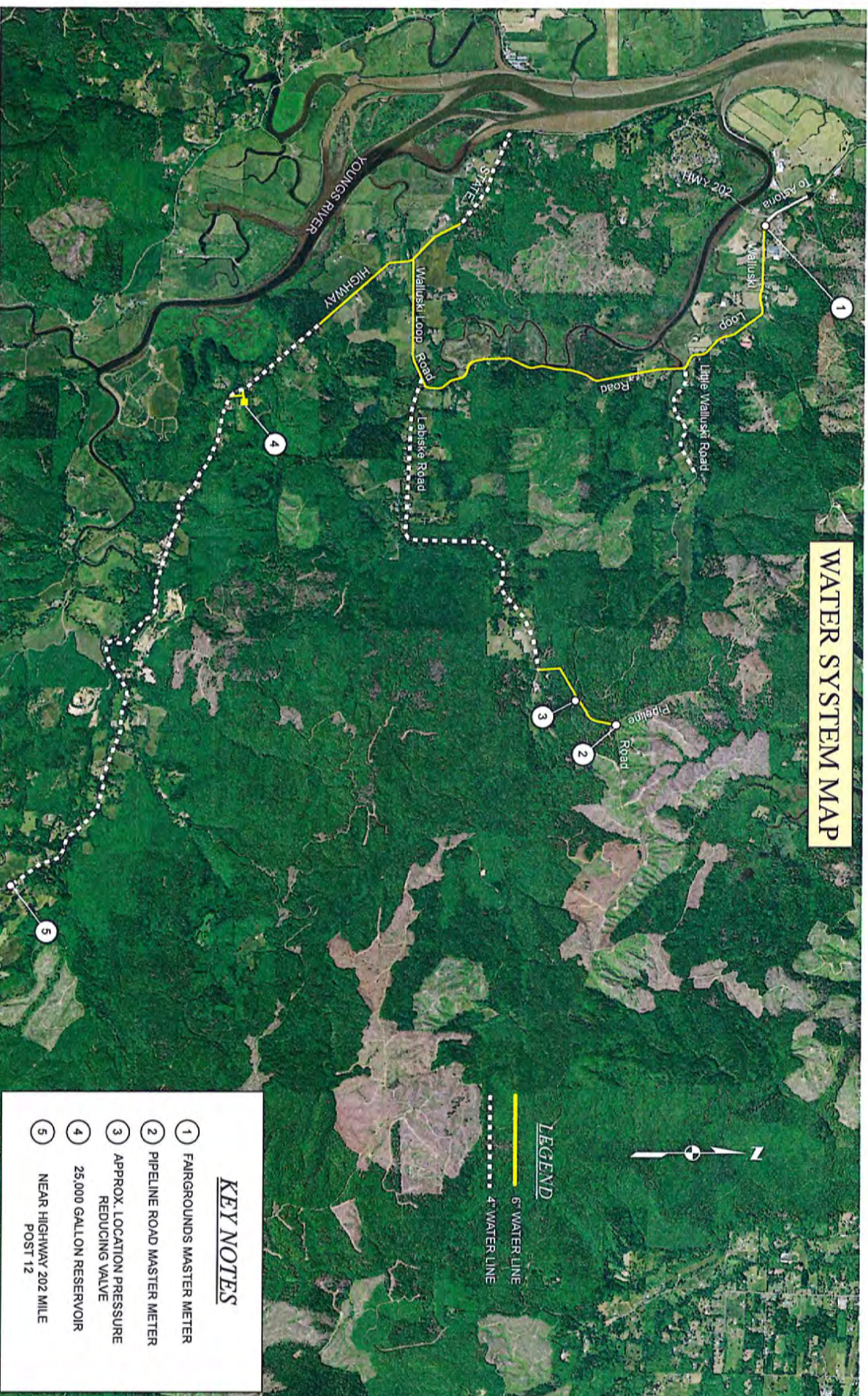
President Date

BY: _____
Mayor Date

Secretary Date

BY: _____
City Manager Date

WATER SYSTEM MAP



LEGEND

- 6" WATER LINE
- 4" WATER LINE

KEY NOTES


- 1 FAIRGROUNDS MASTER METER
- 2 PIPELINE ROAD MASTER METER
- 3 APPROX. LOCATION PRESSURE REDUCING VALVE
- 4 25,000 GALLON RESERVOIR
- 5 NEAR HIGHWAY 202 MILE POST 12



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

June 8, 2014

MEMORANDUM

TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTESS, CITY MANAGER PRO TEM
SUBJECT: AMENDEMENT OF INTERGOVERNMENTAL AGREEMENT FOR
THE MAINTNEANCE OF THE SMITH POINT ROUNDABOUT

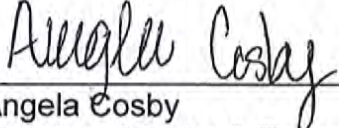
DISCUSSION/ANALYSIS

From 2009 – 2013 the City of Astoria Parks and Recreation Department held a Intergovernmental Agreement with the Oregon Department of Transportation to perform the landscape and maintenance duties of the Smith Point Rouandabout at the intersection of US 101 and OR 202. In return, the Department of Transportation has made annual payment to the City of up to \$9,400 per fiscal year.

In order to extend the Intergovernmental Agreement between the City of Astoria Parks and Recreation Department and the Department of Transportation for the continued landscape and maintenance of the Smith Point Roundabout, an amendment must be approved, with a new expiration date of June 30, 2017. The draft agreement has been reviewed and approved as to form by City Attorney Henningsgaard.

RECOMMENDATION

It is recommended that the City Council approve Amendment Number 01 Intergovernmental Agreement with the Oregon Department of Transportation for the landscape and maintenance of Smith Point Roundabout.

By: 
Angela Cosby
Director of Parks & Recreation

AMENDMENT NUMBER 01
INTERGOVERNMENTAL AGREEMENT
US 101 at Oregon Route 202 (OR 202)
Smith Point Roundabout Maintenance
City of Astoria

The **STATE OF OREGON**, acting by and through its Department of Transportation, hereinafter referred to as "State;" and the **CITY OF ASTORIA**, acting by and through its elected officials, hereinafter referred to as "City," entered into an Agreement on April 17, 2009. Said Agreement covers the services to be performed by City in the landscape maintenance of Smith Point Roundabout located at the intersection of US 101 and OR 202.

It has now been determined by State and City that the Agreement referenced above shall be amended to reinstate the Agreement, extend the expiration date and increase the total Project cost. Except as expressly amended below, all other terms and conditions of the Agreement are still in full force and effect.

TERMS OF AGREEMENT, Paragraphs 1 and 2, Page 1, which read:

1. Under such authority, State wishes to retain the services of City to perform landscape maintenance of the Smith Point Roundabout located at the intersection of US 101 and OR 202, hereinafter referred to as "Project." The work to be performed by City is further described on Exhibit A, and the location is shown on Exhibit B, both of which are attached hereto and by this reference made a part hereof. Payment for said services shall not exceed a maximum amount of \$37,600 in State funds for the term of this Agreement (\$9,400 per state fiscal year).
2. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate on June 30, 2013.

Shall be deleted in their entirety and replaced with the following:

1. Under such authority, State wishes to retain the services of City to perform landscape maintenance of the Smith Point Roundabout located at the intersection of US 101 and OR 202, hereinafter referred to as "Project." The work to be performed by City is further described in "Exhibit A," and the location is shown on "Exhibit B," both of which are attached hereto and by this reference made a part hereof. Payment for said services shall not exceed a maximum amount of \$75,200 in State funds for the term of this Agreement (\$9,400 per state fiscal year).
2. The term of this Agreement shall begin on the date when all required signatures are obtained and shall terminate on June 30, 2017.

CITY OBLIGATIONS, Paragraph 2, Pages 1 and 2, which reads:

2. City shall present invoices for 100 percent of actual costs incurred by City on behalf of the Project directly to State's Project manager for review and approval. Such invoices shall be in a form identifying the Project and Agreement number, and shall itemize and explain all expenses for which reimbursement is claimed. Invoices shall be presented for periods of not less than one month duration, based on actual expenses incurred. Under no conditions shall State's obligations exceed \$37,600, including all expenses. Travel expenses shall not be reimbursed.

Shall be deleted in its entirety and replaced with the following:

2. City shall keep accurate cost accounting records. City shall prepare and submit monthly itemized invoices directly to State's Project manager for review and approval. Such invoices will be in a form identifying the Project, the Agreement number, the invoice number or account number, or both, and will itemize all expenses for which reimbursement is claimed. Under no conditions shall State's obligations exceed \$75,200, including all expenses. Travel expenses will not be reimbursed.

CITY OBLIGATIONS, Paragraph 6, Page 2, which reads:

6. All employers, including City, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required workers' compensation coverage unless such employers are exempt under ORS 656.126. City shall ensure that each of its subcontractors complies with these requirements.

Shall be deleted in its entirety and replaced with the following:

6. All employers, including City, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required workers' compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. City shall ensure that each of its contractors complies with these requirements.

CITY OBLIGATIONS, Paragraphs 8 through 10, Pages 2 and 3, which read:

8. City shall, to the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, indemnify, defend, save, and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation, its officers and employees from any and all claims, suits, and liabilities which may occur in the performance of this Project.
9. Notwithstanding the foregoing defense obligations under the paragraph above, neither City nor any attorney engaged by City shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal

representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at any time, at its election assume its own defense and settlement in the event that it determines that City is prohibited from defending the State of Oregon, or that City is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue any claims it may have against City if the State of Oregon elects to assume its own defense.

10. City's Project manager for this Agreement is Dick Magathan, Park Maintenance Supervisor, City of Astoria, 1095 Duane Street, Astoria, Oregon 97103; telephone: (503) 325-0769, or assigned designee upon individual's absence. State's Project Manager shall be notified in writing of any contact information changes during the term of this Agreement.

Shall be deleted in their entirety and replaced with the following:

8. City shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Oregon Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of City's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the contractor and subcontractor from and against any and all Claims.
9. Any such indemnification shall also provide that neither City's contractor and subcontractor nor any attorney engaged by City's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at any time at its election assume its own defense and settlement in the event that it determines that City's contractor is prohibited from defending the State of Oregon, or that City's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against City's contractor if the State of Oregon elects to assume its own defense.

10. City's Project manager for this Project is Phil Elkins, Parks Maintenance Supervisor, City of Astoria, Parks and Recreation Department, 1997 Marine Drive, Astoria, Oregon 97103; phone: (503) 861-1332; email: pelkins@astoria.or.us, or assigned designee upon individual's absence. City shall notify the other Party in writing of any contact information changes during the term of this Agreement.

Insert new CITY OBLIGATIONS, Paragraph 11, to read as follows:

11. City acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers and records of City which are directly pertinent to the specific Agreement for this purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.

STATE OBLIGATIONS, Paragraph 1, Page 3, which reads:

1. In consideration for the services performed State agrees to pay City within forty-five (45) days of receipt by State of the Project invoice, a maximum amount of \$37,600 (\$9,400 per state fiscal year). Said maximum amount shall include reimbursement for all expenses. Travel expenses shall not be reimbursed.

Shall be deleted in its entirety and replaced with the following:

1. In consideration for the services performed, State agrees to pay City within forty-five (45) days of receipt by State of the Project invoice a maximum amount of \$75,200 (\$9,400 per state fiscal year). Said maximum amount shall include reimbursement for all expenses. Travel expenses shall not be reimbursed.

GENERAL PROVISIONS, Paragraph 4, shall be deleted in its entirety.

Insert new GENERAL PROVISIONS, Paragraphs 4 through 7, to read as follows:

4. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

5. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
6. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
7. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

GENERAL PROVISIONS, Paragraphs 5 through 6, shall be hereinafter re-numbered as Paragraphs 8 through 9.

This Amendment may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

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

CITY OF ASTORIA, by and through its elected officials

By _____
Mayor

Date _____

By _____
City Manager

Date _____

APPROVED AS TO FORM

By  _____
City Legal Counsel

Date _____

City Contact:

Phil Elkins, Parks Maintenance Supervisor
City of Astoria
Parks and Recreation Department
1997 Marine Drive
Astoria, OR 97103
Phone: (503) 861-1332
Email: pelkins@astoria.or.us

STATE OF OREGON, by and through its Department of Transportation

By _____
Region 2 Manager

Date _____

APPROVAL RECOMMENDED

By _____
Region 2 Maintenance and Operations Manager

Date _____

By _____
District 1 Manager

Date _____

State Contact:


David Neys, Manager
ODOT, District 1
350 Marine Drive
Astoria, OR 97103
Phone: (503) 325-7222, Ext. 204
Email: david.j.neys@odot.state.or.us



June 9, 2014

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER PRO TEM

SUBJECT: **16th STREET CSO SEPARATION – CONTRACT FOR DESIGN ENGINEERING SERVICES**

DISCUSSION/ANALYSIS

In April, Council authorized staff to solicit for qualifications from engineering design firms for the 16th St. Combined Sewer Overflow (CSO) Separation Project. This project mainly consists of the installation of new stormwater pipe within the existing roadway infrastructure in established City rights-of-way. It may be necessary to replace existing water and sewer pipe where construction of the new storm pipe compromises the integrity of the existing infrastructure.

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

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

Statements of Qualifications (SOQ) were received on May 7th from five firms and are listed in the order in which they scored in City staff evaluations: Gibbs & Olson, OTAK, Kennedy/Jenks Consultants, HDR, and RH2 Engineering.

The five SOQs were varied in team members' experience and project approach. After scoring the SOQs, staff determined that Gibbs & Olson was the best choice for the project, due to the experience and availability of their key technical staff, commitment to meet project deadlines, and knowledge of the area. In addition, their project approach was thorough and demonstrated their understanding of key project issues.

The Gibbs & Olson Project Manager will be Carol Ruiz, P.E. Carol has 19 years of experience including design and construction management of stormwater and roadway infrastructure. Other technical members of the Gibbs & Olson project team include Tom Gower, P.E. with 21 years of experience and Jerrit Jolma, P.E. with 17 years of experience. This project team successfully provided design engineering services for the 11th St CSO Separation Project. Shannon & Wilson will provide the geotechnical services and Historical Research Associates will provide the archaeological services for this project.

Staff has negotiated a final scope of work and budget with Gibbs & Olson to provide a 30 percent design report, which is described in the attached contract and includes the following:

- Collection of existing data (sewer and storm inspection video, maps, etc.)
- Survey
- Monument preservation documents
- 30% design drawings (alignment and plan layout)
- 30% Opinion of Probable Construction Cost
- Geotechnical Engineering Report
- Geotechnical Data Report
- Archeological and Cultural Resources technical memorandum
- Estimated Construction Sequencing and Schedule

An estimated budget range for completion of design engineering services that includes final design document, bid phase services and construction support services has been included with the package for planning purposes. Final engineering services are not included in the current contract. A final scope and fee for these remaining services will be developed near completion of the 30 percent submittal and presented to Council as a Contract Amendment. This approach will allow the City and Gibbs & Olson to work through a number of significant unknown issues in the preliminary engineering stage, and recommend a scope and fee for final engineering that is more realistic and well-defined.

The unknown aspects of this project that could significantly impact the scope of final engineering services include the historic and archaeological materials that could be present, existing water, sewer and storm pipe that needs to be replaced, landslide characteristics and locations of rock outcroppings.

Archaeological issues: Historical Research Associates will conduct background research and coordinate with the State Historic Preservation Office to better understand the high probability locations for archaeological resources. This information will be used to recommend any additional reconnaissance during the final design stage and establish construction protocols to reduce the risk of costly delays associated with encountering unknown artifacts. The project is located within the designated Fort Astoria footprint.

Existing infrastructure: City staff is currently performing television inspection of the existing sewer and storm pipes to determine their condition. Based on this reconnaissance in combination with maintenance records, replacement of existing sewer, storm and water pipes will be defined.

Geotechnical issues: Shannon & Wilson will conduct background research and site reconnaissance to better characterize the landslides within the project area. Based on City records, there is a significant rock outcropping within 16th St. that will likely impact construction of the new storm pipe. During the preliminary engineering phase, this area will be better defined to reduce the potential for change orders during construction.

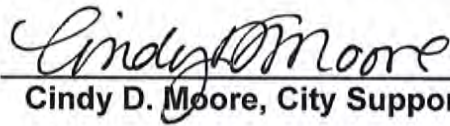
The consultant's fee for the preliminary engineering, geotechnical services and archaeological services to provide a 30 percent design report is \$286,300.00. The estimated range for services through final design, bidding services and construction support services is \$608,000 to \$707,000 (including this contract). The scope and fee for this final engineering work will be presented to Council as a Contract Amendment near the completion of the 30 percent design phase, which is anticipated to be August or September.

Construction of this project is currently estimated to begin in May 2015. Funding for this project is available through the Infrastructure Finance Authority (IFA) funding contract that was authorized by Council in April.

RECOMMENDATION

It is recommended that Council execute a contract with Gibbs & Olson for a total not to exceed amount of \$286,300.00 for design engineering services to develop a 30 percent design report for the 16th St CSO Separation project.

Submitted By: 
Ken P. Cook, Public Works Director

Prepared By: 
Cindy D. Moore, City Support 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 Gibbs & Olson, Inc., 1405 17th Ave, Suite 300, Longview, WA 98632 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 Exhibit A, to the City of Astoria regarding the design of the 16TH ST CSO SEPARATION PROJECT.
- 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. All work shall be completed no later than March 30, 2016.

2. COMPENSATION

- A. The CITY agrees to pay CONSULTANT a total not to exceed \$286,300.00 for performance of those services provided herein;
- B. The CONSULTANT will submit monthly billings for payment which will be based upon the percentage of work completed in each of the categories listed in the scope of work. Said progress billings shall be payable within 30 days of receipt by City.
- 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 Cindy Moore, 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 Carol Ruiz, 1405 17th Ave, Suite 300, Longview, WA 98632, (360) 425-0991.

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.

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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 for

Attorney

formed by
com.apple.idms.appleid.prd.493175664
76d4a3867754146546159324e74d354
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Date: 2014.06.10 13:27:54 -0800

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

BY: _____
Mayor Date

BY: _____
City Manager Date

BY: Richard A. Bl 6/11/2014
Consultant Date

**EXHIBIT A
SCOPE OF WORK
CITY OF ASTORIA
16TH STREET CSO SEPARATION PROJECT**

PROJECT DESCRIPTION

The City's 16th Street Combined Sewer Overflow (CSO) Separation project is the first project in Phase 4 of the City's 5-phase CSO Program and will control overflows at five outfalls to the Columbia River. The project limits are approximately defined as:

- 14th Street from Lexington Avenue to Duane Street
- 15th Street from Irving Avenue to Duane Street and from Jerome Avenue to Madison Avenue (storm water will be diverted 15th Street at Jerome to either 14th or 16th Street to avoid the historic pigeon steps on 15th between Irving Avenue and Jerome Avenue)
- 16th Street from Lexington Avenue to Marine Drive
- 17th Street from Jerome Avenue to Duane Street
- 18th Street from Grand Avenue to Exchange Street

The 16th Street CSO Separation Project consists of installing new stormwater pipe within the existing roadway infrastructure in established City right-of-way and potentially connecting several existing private parking lot catch basins to the City's stormwater collection system. Approximately 9,700 feet of new storm sewer pipe ranging from 12-inch to 18-inch is expected to be installed to disconnect springs, catch basins and street drainage from the existing combined sewer system. It may be necessary to replace existing water and sanitary sewer pipe where construction of the new storm pipe has the potential to compromise the integrity of the existing infrastructure. Pedestrian ramps that are removed or damaged as part of this project will be replaced with new pedestrian ramps. The new ramps will comply with the Americans with Disabilities Act (ADA) standards to the extent practical at each specific location.

According to preliminary investigation of historic records, the project is located within the original footprint of Fort Astoria and associated cemetery. In addition, it appears historic trolley tracks are likely located within a one block area of the proposed project.

Project improvements will generally include:

- Installation of new dedicated storm sewer drain pipes to separate storm water from the City's combined sewer system.
- Repair and replacement of water and sanitary sewer pipelines affected by construction of the new storm water piping or known to have maintenance issues. Specific locations and lengths of water and sanitary sewer pipe to be replaced due to maintenance issues have not yet been identified by the City.
- Patching and repair of 14th Street through 18th Street as necessary for underground utility construction. Repair shall include reconstruction, patching and/or resurfacing of the streets, curb and gutter repair and replacement, sidewalk and ADA ramp modifications and other improvements identified in the Preliminary Design Report.

TO BE PROVIDED BY THE CITY

The CITY shall provide the CONSULTANT with the following items:

- Available as-built and record drawings of City owned utilities within the project limits
- Video inspection or summary reports of the existing combined sewer system infrastructure
- Information regarding existing City survey monuments, preservation plan and other available control data
- Coordination with permitting agencies and supplemental coordination with franchise utility owners
- Payment of City and all other permit application fees
- Advertisement for Bids
- City's current Standard Details and updated contract document/specifications template (front-end contract documents and Division 01 General Requirements only) for inclusion into the construction contract documents.
- Storm drain pipeline sizing and minimum slope design criteria by early July 2014.

ASSUMPTIONS

The following assumptions were used in development of the detailed 30% design phase scope of work and the outlined scope of work for final design and bid phase services. Appropriate changes to these assumptions will be made when the detailed final design and bid phase services scope of work is prepared near the end of the 30% design phase.

- The scope of work and budget is based on the planning level estimated construction cost of \$4.75 million provided by the City.
- Engineering will be in accordance with all applicable City Codes, Ordinances, Regulations and Design Standards.
- City will pay all required permit application or review fees.
- Oregon Dept. of Transportation (ODOT) permit and traffic control for survey work in intersections of 15th/16th Street and Marine Drive to be provided by City.
- Illumination, signalization or electrical design is not included.
- Stormwater design will not include detention/flow control or water quality measures.
- No structural engineering or retaining wall design is included.
- All drawings will be prepared in AutoCAD Civil 3D 2014 format.
- Replacement of monumentation damaged or removed during construction will be by the Contractor and Consultant's reference points shall be used to facilitate Contractor's work.
- No human remains or significant archeological/cultural resources will be found during the design phase of the project.
- Permits, site access, right-of-way, and public notification required for the geotechnical field exploration program will be obtained by the City.
- Traffic control for the geotechnical field exploration program will consist of signs and cones and no flaggers will be needed.

- Geotechnical borings can be performed in the parking strip and the City will provide a parking permit and will assist with blocking parking prior to the borings.
- Consultant will receive Notice to Proceed (NTP) on June 17, 2014. Pre-design and 30% design deliverables shall be submitted to the City by August 22, 2014. It is assumed bid ready deliverables will be completed by February 15, 2015. If Consultant receives NTP after June 17, 2014, subsequent schedule milestone dates will be adjusted on a day for day based on when the actual NTP date.
- Detailed Traffic Control Plans shall be prepared and submitted by the Contractor for City approval. PS&E Engineering shall include recommended/required construction sequencing, detour routes and other requirements to facilitate public convenience during construction.
- Permitting shall include:
 - City Grading and Erosion Control Permit and Oregon Department of Environmental Quality (DEQ) 1200C permit. Basis for submittal shall be the Temporary Erosion and Sedimentation Control (TESC) Plans developed for the PS&E Engineering;
 - Archeological and cultural resource permitting and discovery plan.
- Archaeological/cultural resource field monitoring of geotechnical boring work, if needed, will be conducted on consecutive days to minimize travel expenses.
- Existing Right-of-Way base maps shall be prepared from City and County records, existing monumentation maps and preservation plan information. Title reports are not included and will not be utilized.
- Preparation of property acquisitions, proposed right-of-way maps, legal descriptions, rights of entry or temporary construction easements/permits are not included.
- Temporary construction easements required will be identified on the contract drawings;
- Driveways will be minimally impacted by the improvements.
- Irrigation & landscaping design are not included.
- Separate bid items will be utilized for import aggregates.
- No environmental review and documentation shall be prepared to support NEPA or ESA compliance, as it is assumed this project is Categorically Exempt.
- One set of Contract Documents shall be prepared and the project will not be separated into multiple bid packages.
- City will provide pipeline sizing and minimum slope design criteria for the new storm water pipelines by early July 2014.
- No potentially hazardous materials are known to exist within the project limits and it is assumed none exist.

SCOPE OF WORK - 30% DESIGN PHASE ENGINEERING SERVICES

The Consultant shall provide the following services as identified under each identified task:

TASK 1 - MANAGEMENT/COORDINATION/ADMINISTRATION

- 1.1 Provide continuous project management and administration for the 30% design phase of this project.
- 1.2 Prepare and submit to City a monthly status report and invoice for work performed.

- 1.3 Conduct a monthly teleconference with City staff, a total of two (2) teleconferences are budgeted. Additional teleconferences if desired are considered supplemental work.
- 1.4 Conduct a monthly progress meeting at City offices, a total of three (3) progress meetings are budgeted. Additional progress meetings if desired are considered supplemental work.
- 1.5 Attend a City Council meeting to present the pre-design report and recommendations to Council with City staff.
- 1.6 Provide initial coordination with Franchise Utilities to acquire system maps, record drawings, and disclosure of the forthcoming improvements.

Task 1 - Deliverables

- a. Monthly progress reports.
- b. Conference call and progress meeting agendas and minutes
- c. Information and exhibits as appropriate regarding correspondence, coordination and field verification of franchise utilities

TASK 2 - PRELIMINARY DESIGN REPORT AND 30% DESIGN

- 2.1 Collection of existing data, such as compiling aerial photographs and other GIS information. Review underground utility television inspection information provided by City and identify areas for sanitary sewer repair or replacement and sewer service lateral locations.
- 2.2 Perform topographic field survey of the project limits within the right-of-way limits. The project limits are as defined above, plus 50 feet beyond intersection radius returns. At terminal ends of the storm sewer pipe, the survey shall extend to the next downstream drainage structure, if the downstream structure is not within 50 feet of the intersection radius returns. Roadways shall be cross sectioned at 25 foot intervals from which a Digital Terrain Model (DTM) will be prepared. Horizontal location and vertical elevation survey data of geotechnical borings will be collected by Consultant.
- 2.3 Prepare a right-of-way base map based upon City and County record drawings, preliminary monumentation and preservation information, assessor records and any other identified and available data. Prepare and record with County Surveyor a survey showing existing roadway monumentation within the project limits prior to the start of construction. Establish control points to enable 3rd party re-establishment of monuments damaged or removed by Construction, per the requirements of the County Surveyor and OR 209.155.
- 2.4 Prepare design drawings to include 30% complete level of detail for alignment & plan layout for the proposed improvements (profiles will not be included in 30% drawings);
- 2.5 Prepare 30% Opinion of Probable Construction Cost including appropriate contingency.
- 2.6 Perform geotechnical field exploration, data gathering, and lab analysis and prepare a Geotechnical Engineering Report including design criteria recommendations, boring logs, pavement coring logs, dewatering and trench excavation system recommendations and a separate Geotechnical Data Report (to be included in the construction contract

documents for technical information only), studies and investigation. Attachment 1 presents the detailed geotechnical services scope of work;

- 2.7 Perform historical document and information research and field exploration and prepare an Archeological and Cultural Resources technical memorandum, to include recommendations for additional investigations or actions to be performed during final design phase work. Attachment 2 presents the detailed archeological and cultural resource investigation scope of work;
- 2.8 Prepare Preliminary Design Report for City review and approval, which shall include:
- 30% design drawings and opinion of probable construction cost as listed in 2.4 & 2.5;
 - Geotechnical Engineering and Geotechnical Data Reports
 - Archeological/Cultural Resource technical memorandum
 - Estimated Construction Sequencing & Schedule
 - Water and sanitary sewer lines proposed for repair and replacement
 - Recommendations for collection of streams, springs or groundwater into the storm sewer system.
 - Recommendations for asphalt and subgrade removal and replacement limits for intersections and any other areas where multiple pipelines are proposed to be replaced will be identified.
 - The Preliminary Design Report shall be used to finalize the horizontal alignment of utilities and surface features. Vertical profiles shall be developed upon acceptance of the horizontal alignments.
 - If alternatives are proposed within the Preliminary Design Report, the City will select a Preferred Alternative for advancement to the final design phase.
 - Provide City with technical assistance for coordination, communication and submitting appropriate information or permit applications with external agencies, such as State Historic Preservation Office (SHPO).

The preliminary estimate of the number of drawings required for the project is as follows:

Sheet Numbers	Description
1	Cover Sheet w/Vicinity map
2	Sheet Index & Sheet List
3	Typical Sections
4-8	City Standard/General Details
9-11	ODOT Standard Details
12	Monumentation Plan
13	Typical Work Zone Control Details
14	Detours and Sequencing Plans
15-21	TESC Plans & BMPs
22	TESC Details
23-48	Storm Sewer Plan & Profiles
49-50	15 th Street Diversion Structure and Outfall Plan & Profile
51-72	Water & Sewer Plans & Profiles
73-76	Misc. Intersection Plans and Details
77-80	Channelization & Signing Plans

For economy of sheet count, the following additional assumptions are made:

- Site Preparation, Removals and Existing Utility Plans for 14th through 18th Street shall be combined with the storm sewer layout, plans and profile sheets;

Task 2 - Deliverables

1. One hardcopy and electronic .pdf copy of pre-design report documents.
2. One full-size (22x34) and two half-size (11x17) hardcopies and electronic .pdf copy of 30% design drawings.

ANTICIPATED SCOPE OF WORK - FINAL DESIGN PHASE AND BID PHASE ENGINEERING SERVICES

TASK 3 - MANAGEMENT/COORDINATION/ADMINISTRATION

- 3.1 Provide continuous project management and administration for the final design phase of this project.
- 3.2 Prepare and submit to City a monthly status report and invoice for work performed.
- 3.3 Conduct monthly teleconferences with City staff. A total of six (6) teleconferences are budgeted. Additional teleconferences if desired are considered supplemental work.
- 3.4 Conduct a monthly progress meeting at City offices. A total of six (6) progress meetings are budgeted. Additional progress meetings if desired are considered supplemental work.
- 3.5 Provide continuing coordination with Franchise Utilities to provide information showing anticipated pipeline and construction alignment to the franchise utilities for utility review and comment, and notify the franchise utilities as to which facilities require removal, relocation, or adjustment to final grade. A total of four (4) meetings with franchise utilities are budgeted. If additional meetings are required or desired they will be supplemental work.
- 3.6 Attend a Project Open House meeting with City Staff in which the general public will be informed of the project's scope of work, anticipated construction impacts, project cost and construction schedule.

TASK 4 - FINAL DESIGN

Final design phase services to be performed by Consultant are assumed to be as listed below. The final scope of work and budget for this task will be reviewed and revised as appropriate near the completion of 30% design services.

- 4.1 Prepare drawings for the proposed improvements and submit for City review at the 60%, 90%, 100% and Bid Ready completion stages.
 - Drawings shall be prepared in such detail as to permit field layout and construction per industry standards (typically 1"=20' for standard plan/profiles and 1"=10' for areas requiring more detail)

- Typical sections and details shall be provided, except for items available as standard details from the City, State, or APWA drawings
 - City or State standard details and drawings shall be included within the Plans and shall be furnished by the City
 - The drawings shall show details of construction of the proposed improvements including:
 - Limits of construction, removals and site preparation;
 - Geometric layout for utility improvements;
 - TESC plans, utilizing DEQ Best Management Practices (BMPs);
 - Storm sewer & drainage layout, plan and profiles;
 - Curb and sidewalk layout for areas affected by construction;
 - Layout for plan and profiles for water and sewer identified to be replaced or repaired;
 - Utility adjustments to grade;
 - Surfacing depths and details;
 - Channelization and signing;
 - Property Restoration (Specific landscaping restoration will be detailed and specified to be completed);
 - HMA surfacing depths;
 - Other improvements as required by City Standards;
 - Recommended or required construction staging areas, sequencing or order of work requirements to facilitate public convenience during construction.
- 4.2 Prepare Specifications and Special Provisions and submit for City review at the 60%, 90%, 100% and Bid Ready completion stages and submit final Specifications with the Bid Documents. Technical specifications shall be in the City's standard format assumed to be based on the current ODOT/APWA standard specification.
- 4.3 Calculate quantities and prepare and submit opinion of probable construction cost along with each submittal and with the Bid Ready Documents
- 4.4 Perform utility potholing, through a sub-contractor to be determined, in areas identified to be of critical importance to the project design. The design shall be revised or confirmed based upon the findings. Utility potholing shall take place prior to the completion of the 60% complete drawings. It is assumed for this scope of work that 30 potholes will be conducted for utility locating. The final number and locations of recommended potholes will be determined at the completion of Task 2.

Task 4 - Deliverables

60% Review Submittal (baseline scheduled October 2014)

- 1 .pdf copy of Consultant's Opinion of Probable Construction Cost
- 1 .pdf copy of Drawings (11x17)
- 1 .pdf copy of Specifications and Special Provisions

90% Review Submittal (baseline scheduled December 2014)

- 1 .pdf copy of Consultant's Opinion of Probable Construction Cost

- 1 .pdf copy of Drawings (11x17)
- 1 hardcopy set of Drawings (22x34)
- 1 .pdf copy of Specifications and Special Provisions

100% Review Submittal (baseline scheduled January 2015)

- 1 .pdf copy of Consultant's Opinion of Probable Construction Cost
- 1 .pdf copy of Drawings (11x17)
- 1 hardcopy set of Drawings (22x34)
- 1 .pdf PDF copy of Specifications and Special Provisions

Bid Ready Documents (baseline scheduled February 2015)

- 1 hardcopy of Consultant's Opinion of Probable Construction Cost
- 1 hardcopy of Drawings (11x17)
- 1 hardcopy of Drawings (22x34)
- 1 hardcopy of Specifications and Special Provisions
- 1 .pdf copy of all documents listed above

TASK 5 – BID PHASE SERVICES

Bid phase services to be performed by Consultant are assumed to be as listed below. The final scope of work and budget for this task will be reviewed and revised as appropriate near the completion of 30% design services.

- 5.1 Consultant shall assist City during the bid phase by:
- receiving questions from prospective bidders and preparing appropriate responses;
 - prepare for City distribution to plan holders up to (3) three addenda to interpret, clarify, amend, or expand the Bidding Documents , if necessary;
 - attend a pre-bid meeting;

Task 5 – Deliverables

1. Addenda prepared

TASK 6 – CONSTRUCTION SUPPORT SERVICES

Construction support services to be performed by Consultant are assumed to be as listed below. The final scope of work and budget for this task will be reviewed and revised as appropriate near the completion of the final design phase.

- 6.1 The Consultant shall perform construction support services including attending the Pre-Construction meeting, providing assistance with review and preparation of responses to contractor generated Requests for Information (RFI), submittal review, review of construction schedule and progress schedules, proposed change order evaluation and other assistance as requested by the City.

It is assumed that:

- Construction will last from April 2014 through December 2014, or approximately 9 calendar months.

- The first two months of construction will require a higher level of effort for submittal review and support assistance. The Consultant shall attend, in person or by teleconference/video conference, weekly progress and coordination meetings and perform other tasks as requested by the City.
- The remainder of the construction shall be observations, site visits, RFI assistance, and other support services as requested by the City.

SCOPE OF WORK OUTLINE FOR OPTIONAL AND SUPPLEMENTAL SERVICES

TASK 7 – OPTIONAL AND SUPPLEMENTAL SERVICES

- 7.1 General Optional Engineering shall provide for performing engineering work beyond the original scope of work that may become necessary to satisfactorily complete the PS&E Engineering or to address public involvement or other project issues. Hour and Cost Estimates will be furnished for individual items identified for authorization by City prior to performing work. Work under this task may include:
- Analysis of additional alternatives, methods or means of construction, or other items subsequent to acceptance and approval of the Preliminary Design Report
 - Additional coordination meetings with the City, franchise utilities or property owners
 - Preparation of figures, diagrams or mailings as needed by the City for property owner coordination and involvement
 - On call surveying as additional needs are identified.
 - Extended reconstruction or reconfiguration of driveways which may become necessary as a result of the improvements.

**EXHIBIT A
ATTACHMENT 1
CITY OF ASTORIA 16TH STREET CSO SEPARATION PROJECT
GEOTECHNICAL SCOPE OF WORK**

The Geotechnical Subconsultant will perform the following geotechnical scope of work as detailed below.

SCOPE OF WORK

Task 1 - Literature Review and Geotechnical Explorations and Testing

Task 1.1 - Literature Review and Video Pipe Inspection. Review available construction/design details of existing roadways and utilities, available geotechnical reports, geologic mapping, record drawings, well logs in the project areas, video inspection of the existing sewer lines, and GIS information to develop geotechnical engineering evaluation objectives and geotechnical exploration work plans. Prior to the explorations, visit the site to mark and reference the exploration boring locations in the field, and will contact the One-Call utility notification center for utility clearance. It is assumed that permits, site access, right-of-way, and public notification for the exploration programs will be performed by others.

The video pipe inspection of existing sewer lines will include the recording of:

- Pipe breakage and separations locations.
- Groundwater inflow or sewage water loss locations.

Task 1.2 - Site Reconnaissance and Mapping. Conduct detailed reconnaissance and mapping by traversing each of the alignments, recording observations on maps, photographing features, and recording descriptions and interpretations. Site features and photographs will be located and mapped. Some features will be marked in the field to be included in the site survey. The resulting data will be compiled using GIS base maps that include:

- LiDAR based topography, observable residential foundation replacements and structure deformations, surface springs or seepage, sidewalk cracking, pavement distress and irregularities.
- Estimates of areas undergoing apparent compression and tension along the pipeline will be made from this surface data.

Task 1.3 - Geotechnical Drilling Explorations. Conduct explorations to evaluate geologic and existing landslide conditions and install instrumentation to monitor creeping ground movements and groundwater levels. Two (2) deep boring locations will be identified and marked in the field during the reconnaissance. The locations will be selected based on initial field observations indicating that persistent creeping ground movements may be active and information from the literature review and video pipe inspection intended to identify pipe cracks and grade changes due to existing landslide conditions. It is assumed the landslide shear plane is up to 50 feet below the ground surface but may be as shallow as 10 feet in some areas. Both deep borings will include installation of an inclinometer casing to allow periodic

measurements that can detect slope movements and a vibrating wire piezometer to measure groundwater levels. In addition to the two (2) deep borings, ten (10) shallow borings will be drilled to a depth of 15 feet to explore subsurface conditions within the pipeline trench zone. To measure groundwater level, four (4) open-tube piezometers will be installed to the base of the 15-foot deep borings. The purpose of the shallow explorations will be for material characterization for pipeline design, excavation support, identification of shallow bedrock, and identification of groundwater.

All borings will include an 8-inch pavement core and Dynamic Cone Penetrometer (DCP) testing of the subgrade for pavement evaluation and design. A field exploration work plan detailing final boring locations, anticipated boring depth, and traffic control plans will be provided. It is assumed traffic control will consist of signs and cones and that no flaggers will be needed.

The borings will be made using mud-rotary and HQ triple tube rock coring techniques with a truck-mounted drill rig. Soil samples will be obtained at 2.5-foot intervals in the upper 15 feet and 5-foot intervals thereafter. Soil samples will be obtained using either a split-spoon sampler or a Shelby tube sampler. Standard penetration testing will be performed in conjunction with split-spoon sampling to measure in-situ consistency and relative density. Rock core will be collected if bedrock is encountered.

The borings will be advanced and backfilled by a State licensed drilling subcontractor. Drill cuttings will be collected and disposed off site. The borings will be observed by a member of our engineer/geology staff who will develop field logs and collect samples. The boring locations will be field referenced by hand-measurements to known features. It is assumed others will survey the horizontal location and vertical elevation of the ground surface and boring locations. The explorations do not include environmental assessments, and the site is assumed to be "clean" regarding contaminated and hazardous materials. It is assumed that the borings can be performed in the parking strip and that the City will provide a parking permit and can assist with blocking parking prior to the borings.

Inclinometer casings will be installed to the base of the two (2) deep borings and vibrating wire piezometers will be attached to the outside of the inclinometer casing and backfilled with cement bentonite grout. The piezometers and inclinometers will be initialized after installation for comparison to future readings. To identify groundwater level within trenching depth, four (4) 2-inch PVC open-tube piezometers will be installed in the shallow 15-foot deep borings. The open-tube piezometers will be installed to the base of the boring including a 5-foot long well screen and will be developed and read within a week of installation. Inclinometers and vibration wire and open-tube piezometers will be covered with a flush monument cover. The instruments will be monitored up to three times during the winter months and early spring to record earth movements and high groundwater level.

Task 1.4 - Geophysical Profiles. Conduct up to seven (7), 115-foot long seismic refraction geophysical profiles to explore depth to basalt bedrock in suspected shallow bedrock areas. Each seismic refraction profile will be performed adjacent to a geotechnical boring to ground truth the recorded seismic velocities. The seismic velocities recorded in the refraction profiles can be used to estimate ripping ability of shallow bedrock. Each seismic refraction profile will

be located within the street. The roadway within a single block area will be closed except to local traffic during explorations anticipated to be up to 3 hours per profile.

Task 1.5 - Geotechnical Laboratory Testing. Laboratory testing will be conducted on the collected soil/rock samples to characterize the index properties for the CSO and pavement evaluation design. The laboratory testing may consist of moisture content tests, Atterberg Limit tests, gradation tests, and in-place density tests.

Task 2 - Geotechnical Design

Task 2.1 - Geotechnical Engineering Evaluation. Evaluations and analyses will be conducted to support the slope stability assessment, pipeline design and construction recommendations. Work to be performed under this task includes the following:

- Evaluate subsurface conditions and soil/rock properties, including groundwater;
- Provide soil modulus for flexible pipeline design;
- Provide recommendations for pipe zone drainage and trench seepage cutoff dams or walls;
- Assess and identify reaches of the pipeline alignment where ground movement can be expected to produce compression or tension in the finished pipeline;
- Provide recommendations to mitigate anticipated long term deformations including flexible pipe and the location, type and magnitude of axial tension or compression tolerant pipe joints and manhole connections;
- Conduct two slope stability engineering analyses to assess net change in stability from the construction and permanent design case under static conditions;
- Estimate landslide displacement rate;
- Identify potential zones of pipeline compression and tension influence zones and conceptual pipeline mitigation measures (if needed) to assist in pipeline and manhole design;
- Recommend embedment depths for pipeline alignments and manholes;
- Recommend grading and pavement design for street reconstruction;
- Provide recommendations for rock excavation (if needed);
- Provide recommendations for use and reuse of on-site soil and imported material for pipeline backfill, and compaction criteria;
- Recommend open trench pipeline construction approach; such as trench excavation, needs for temporary shoring, subgrade preparation, pipe bedding and trench backfill, and pipe backfill drainage;
- Recommend special construction considerations for high-risk excavation areas, including temporary shoring and monitoring;
- Provide recommendations for the design and construction of pavement rehabilitation, roadway base reinforcement and surface drainage.

Task 2.2 - Geotechnical Data Report (GDR). Field explorations, instrumentation and subsurface characterization will be summarized in boring logs. The boring logs, groundwater levels, inclinometer monitoring results, and laboratory tests will be summarized in a geotechnical data report. We assume the data report will be used as future reference/basis for bidders to develop their construction approach including (excavation, shoring, and groundwater control). Provide a geotechnical data report as an electronic file and three hard

copies.

Task 2.3 - Geotechnical Engineering Report (GER). Provide a GER for use by the designers separate from the data report to include the geotechnical analysis, assessments, evaluations, and recommendations. A final GER will be submitted as electronic files accompanied by three hard copies. Prior to issuance of the draft GER, technical memorandums detailing specific issues will be provided if necessary. If provided, this information will be incorporated into the GER.

Task 2.4 - Geotechnical Design Workshop. This task includes geotechnical support/input for preparation of plans and specifications related to earthwork, excavation, trenching and backfill, and groundwater control. Attend one progress meeting to present and discuss geotechnical-related recommendations, constructability and risk assessment.

Task 3 - Final Design & Bid Phase Support

Task 3.1 - Instrument Monitoring. We will monitor inclinometer and piezometer instrumentation up to three times during the winter months and early spring to record earth movements and high groundwater level.

Task 3.2 - Plans and Specifications Review. Assist the design team with the development of plans and specifications. We will review the final plans and specifications and issue comments.

Task 3.3 - Final Design Workshop. This task includes attending a meeting to discuss our review of the plans and specifications and associated comments as they relate to geotechnical recommendations and construction issues.

Task 3.4 - Bid Phase. Provide support during bidding including preparing responses and to geotechnical related questions from prospective bidders.

**EXHIBIT A
ATTACHMENT 2
CITY OF ASTORIA 16TH STREET CSO SEPARATION PROJECT
ARCHEOLOGICAL/CULTURAL RESOURCE EVALUATION
SCOPE OF WORK**

HRA is pleased to provide this scope of work and cost estimate to Gibbs & Olson for work related to the 30% design submittal for the Astoria 16th Street Combined Sewer Overflow (CSO) Separation Project (the Project). The project is subject to ORS 358.920, ORS 390.235 and other state laws that protect archaeological sites and historic materials within the state of Oregon. At least two known archaeological features will be impacted by project actions, specifically removal of ca. 1883-1927 water lines and construction through segments of historic chair wall, a contributing resource to the Shively-McClure Historic District. Other potentially impacted archaeological resources include the former site of Fort Astoria, which also included a (now disinterred) cemetery, and former trolley or other spur rail lines.

Project Administration and Meetings

HRA will conduct administration activities related to the management of the project. This includes completing monthly billing memos to be included with project invoicing; participation (via phone) in bi-weekly teleconferences (as needed, up to five 1-hour meetings); and attendance at one City Council meeting in association with the 30% design submittal.

Task 1: Background Research and GIS Layer

HRA will conduct background research to assess the historic use of the 16th Street CSO project area. Specifically, HRA will review historic maps and other documents with a special emphasis on identifying the locations of historic water line and/or tracks that might be present below current paved surfaces that would potentially be affected by construction as well as understanding the nature of historic fill episodes and the depth at which archaeological resources might be encountered. HRA will also conduct background research at the Oregon State Historic Preservation Office (SHPO) in order to determine if any archaeological sites have been recorded nearby. HRA will also review relevant sources of historic information regarding the location of Fort Astoria and its associated cemetery.

Task 1 Deliverable:

The results of the background research will be presented in a GIS layer intended to aid designers in understanding high probability locations for archaeological resources. The GIS layer will include georeferenced historic maps (GLOs, Sanborns, Metzkers, Kroll, Anderson, Ogle and/or Fort Astoria maps, as appropriate), as well as buffered locations of any known archaeological resources. A memo report explaining the findings will accompany the GIS layer.

Task 2: Archaeological Monitoring

Archaeological monitoring for pre-construction activities will enable an archaeologist to observe borings and/or other actions. Included in this scope is up to 4 days of archaeological monitoring. The cost estimate attached to this proposal assumes that the archaeological monitoring will be conducted on consecutive days to minimize travel expenses.

Task 2 Deliverable:

The results of any monitoring actions will be summarized in a monitoring memorandum. The memorandum will include an archaeological analysis of the results focusing on the potential for encountering archaeological materials in the vicinity of locations subjected to boring.

Task 3: Design Consultation

Should background research reveal the potential for the construction of the project to encounter buried archaeological resources or human remains, HRA will review plans for construction and make specific recommendations regarding appropriate actions to aid in compliance with state laws concerning archaeological resources (ORS 358.920) and human remains (ORS 97.745).

Task 4: Recommendations for 100% Design and SHPO Consultation

The 30% investigations presented here may result in the recommendations of additional investigations and or actions, depending on the results of the background research. Additional recommendations may include pre-construction field investigations in high probability areas to attempt to identify archaeological remains prior to construction (removal of overburden followed by shovel testing or quarter test units) that may, or may not depending on their location, require a permit from the Oregon SHPO; completion of forms for archaeological resources identified that are not currently recorded with the Oregon SHPO (including those known to be part of construction activities, such as the water line); consultation with the Oregon SHPO's office on the appropriate resolution of impacts to a resource; a monitoring plan including recommendations for monitoring construction in archaeologically sensitive portions of the project area; and development of an Inadvertent Discovery Plan (IDP) to ensure that crews follow appropriate protocols for reporting the identification of archaeological or human remains during construction. The recommendations will provide priorities and schedules for ensuring completion of appropriate cultural resources tasks while minimizing construction delays.

Task 4 Deliverable:

The recommendations will be provided in a brief technical memorandum and will include references to appropriate historical data and measures to ensure compliance with appropriate state laws.

Schedule

HRA can begin background research upon notice to proceed (NTP). Monitoring will be conducted in concert with other project staff and requires a minimum 24 hour notice. HRA anticipates no more than 60-days from NTP to complete tasks 1 and 4. Tasks 2 and 3 will be conducted on an as-needed basis.

EXHIBIT B - BUDGET - FEE SUMMARY

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



30% Design

Description	Estimated Fee
TASK 1.0 - Management / Coordination / Administration, 30% Design Phase	\$20,784.00
TASK 2.0 - 30% Design and Pre-design Report	\$265,437.00
Total Fee 30% Design	\$286,300.00
Estimated Range of Fee for Final Design and Bid Phases	\$275,000 to \$350,000
Estimated Range of Total Fee for Design and Bid Phase Services	\$560,000 to \$635,000
Estimated Range of Fee for Construction Support Services	\$48,000 to \$72,000
Estimated Range of Total Fees	\$608,000 to \$707,000

EXHIBIT B - BUDGET - FEE ESTIMATE

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



TASK 1.0 - Management / Coordination / Administration, 30% Design Phase

Classification	Hours	Pay Rate	Cost
Principal	16	\$ 189.00	\$ 3,024.00
Project Manager	48	\$ 140.00	\$ 6,720.00
Engineer V	50	\$ 140.00	\$ 7,000.00
Engineer III	22	\$ 110.00	\$ 2,420.00
CAD	4	\$ 95.00	\$ 380.00
Word Processor	16	\$ 65.00	\$ 1,040.00
Subtotal			\$ 20,584.00
Reimbursables:			
Mileage	\$ 125.00		
Reproduction Expenses	\$ 75.00		
Computer Time	\$ -		
Subtotal			\$ 200.00
Subconsultants:			
none	\$ -		
Subtotal			\$ -
Total Estimated Fee			\$ 20,784.00

EXHIBIT B - BUDGET - FEE ESTIMATE

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



TASK 2.0 - 30% Design and Pre-design Report

Classification	Hours	Pay Rate		Cost
Principal	16	\$	189.00	\$ 3,024.00
Project Manager	100	\$	140.00	\$ 14,000.00
Engineer V	276	\$	140.00	\$ 38,640.00
Engineer IV	188	\$	110.00	\$ 20,680.00
CAD	320	\$	95.00	\$ 30,400.00
Word Processor	20	\$	65.00	\$ 1,300.00
Subtotal				\$ 108,044.00
Reimbursables:				
Mileage		\$	125.00	
Reproduction Expenses		\$	175.00	
Computer Time		\$	-	
Subtotal				\$ 300.00
Subconsultants:				
Gibbs & Olsons Surveying (Exhibit B-Survey)		\$	59,900.00	
Shannon & Wilson		\$	64,695.00	
HRA		\$	23,598.00	
Subtotal				\$ 148,193.00
10% Subconsultant Fee (HRA & S&W)				\$ 8,900.00
Subtotal				\$ 157,093.00
Total Estimated Fee				\$ 265,437.00

EXHIBIT B - BUDGET - FEE ESTIMATE

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



Exhibit AA - Gibbs & Olsons Surveying Estimate

Classification	Hours	Pay Rate	Cost
Licensed Land Surveyor	108	\$ 120.00	\$ 12,960.00
2 Person Survey Crew with GPS	168	\$ 180.00	\$ 30,240.00
2 Person Survey Crew	70	\$ 150.00	\$ 10,500.00
CAD	32	\$ 95.00	\$ 3,040.00
Word Processor	0	\$ 63.00	\$ -
Subtotal			\$ 56,740.00
Reimbursables:			
Mileage	115 miles	24 trips	\$0.56
Reproduction Expenses			\$ 2,760.00
Computer Time			\$ 400.00
			\$ -
Subtotal			\$ 3,160.00
Subconsultants:			\$ -
Subtotal			\$ -
Total Estimated Fee			\$ 59,900.00

EXHIBIT B - BUDGET - HOUR ESTIMATE

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



TASK 1.0 - Management / Coordination / Administration, 30% Design Phase

	Description	Principal	Project Manager	Project Engineer	Design Engineer	CAD	Word Processor	Total 30%
1.1	Provide Continuous Project Management and Administration (assumes 3 months)	6	8	0	0	0	2	16
1.2	Monthly Status Reports (assume 3 reports)	2	2	0	0	0	2	6
1.3	Preparation for and Conduct monthly teleconference with City (assumes 2 teleconferences)	2	4	8	4	0	2	20
1.4	Preparation for and Conduct monthly meeting at City (assumes 3 meetings)	4	22	30	12	0	4	72
1.5	Attend City Council Meeting to present Pre-Design Report	0	8	8	4	4	4	28
1.6	Initial coordination with Franchise Utilities	2	4	4	2	0	2	14
TOTAL HOURS		16	48	50	22	4	16	156

EXHIBIT B - BUDGET - HOUR ESTIMATE

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



TASK 2.0 - 30% Design and Pre-design Report

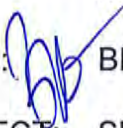
	Description	Principal	Project Manager	Project Engineer	Design Engineer	CAD	Word Processor	Total
2.1	Existing Data Collection and Compilation	2	4	8	4	8	4	30
2.2	Topographic Field Survey	0	4	8	8	32	0	52
2.3	Assemble Existing Right-of-Way Map and Control Reference Points	0	0	4	8	12	0	24
2.4	Prepare 30% Plans	8	60	200	128	240	8	644
2.5	Prepare 30% Quantities and Opinions of Cost	2	8	16	16	8	0	50
2.6	Geotechnical Reports	1	4	8	4	2	0	19
2.7	Archeological Report	1	4	8	4	2	0	19
2.8	Prepare Pre-Design Report (30%)	2	16	24	16	16	8	82
TOTAL HOURS		16	100	276	188	320	20	920
Total Hours 30% Design		32	148	326	210	324	36	1076



June 6, 2014

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER PRO TEM

SUBJECT: SUPPLEMENTAL BUDGETS FOR FY 2013-14
16th STREET CSO SEPARATION

DISCUSSION/ANALYSIS

ORS 294.473 provides a procedure for a municipality to pass a supplemental budget that adjusts for changes that happen during a fiscal year. The process is to advertise a supplemental budget not more than 5 days before a Council meeting. The regulation stipulates that the Council should hold a public hearing for the proposed supplemental budget and, then, consider a resolution that would adopt the proposed supplemental budget.

The City's Public Works Department has prepared a contract to start the design of 16th Street combined sewer overflow project. This contract will be considered by Council at their June 16, 2014 meeting. If the contract is approved, the contractor wants to start the initial surveys before the end of FY 2013-14. A budget was prepared for this work to start after July 1, 2014 for FY 2014-15, but not before July 1, 2014. Since there is no appropriation for this, it is required to adopt a supplemental budget for FY 2013-14 to accommodate initiation of this work.

The appropriate notice was advertised on June 13, 2014.

RECOMMENDATION

Staff recommends that Council hold a public hearing for the advertised supplemental budget and consider adopting the resolution.

By: _____


John Snyder, Financial Analyst

Resolution No. 14-

A RESOLUTION ADOPTING A BUDGET FOR THE CITY OF ASTORIA.

WHEREAS, a supplemental budget is required for the Combined Sewer Overflow (CSO) Fund #184: 16th Street Separation Project to budget resources received after the FY 2013-14 budget was adopted.

WHEREAS, the supplemental budget is on file in the office of the Finance Director at City Hall.

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

<u>CSO Fund: 16th Street Separation #184</u>	
<u>Resources</u>	<u>Amount</u>
Beginning Fund Balance	\$0
Loan Proceeds	<u>60,000</u>
Total Resources	<u>\$60,000</u>
 <u>Requirements</u>	 <u>Amount</u>
Materials & Services	<u>60,000</u>
Total Requirements	<u>\$60,000</u>

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

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

Mayor

ATTEST:

City Manager

ROLL CALL ON ADOPTION	YEA	NAY	ABSENT
Commissioner			
La Mear			
Herzig			
Mellin			
Warr			
Mayor Van Dusen			

LB-2

**FUNDS NOT REQUIRING
A PROPERTY TAX TO BE LEVIED**

A public meeting of the Astoria City Council will be held on June 16, 2014 at 7 PM at the Astoria Council Chambers, 1095 Duane Street, Astoria, Oregon. A public hearing will be held regarding the supplemental budgets shown below.
A copy of this notice is on the City of Astoria website: www.astoria.or.us
Contact: John Snyder, Financial Analyst Telephone: 503-298-2426 Email: jsnyder@astoria.or.us

Publish ONLY completed portion of this page. Total Anticipated Requirements must equal Total Resources. Republication

NAME OF FUND	Adopted Budget This Year 2013-14	Proposed Supplemental This Year 2013-14
	17th Street Dock Fund	
1. Total Personal Services		
2. Total Materials and Services	0	60,000
3. Total Capital Outlay		
4. Total Debt Service		
5. Total Transfers		
6. Total Contingencies		
7. Total All Other Expenditures and Requirements		
8. Total Unappropriated or Ending Fund Balance		
9. Total Requirements	0	60,000
10. Total Resources Except Property Taxes	0	60,000



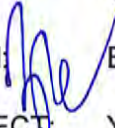
CITY OF ASTORIA

Founded 1811 • Incorporated 1856

June 6, 2014

MEMORANDUM

TO: CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER PRO TEM

SUBJECT: YEAR END ADJUSTMENT FOR JUNE 30, 2014 BUDGETS

DISCUSSION/ANALYSIS

Review of the funds listed below for FYE June 30, 2014 indicates the need for adjustments to the appropriations of these funds. The attached resolution will effect these changes.

General Fund

The Community Development Department has required some additional extra help related to grant funded projects such as the Senior Center remodel and historic preservation initiatives. An adjustment of \$9,800 is needed for this budget. Also, City Hall needed addition repair supplies related to Council Chamber technology and window repairs in the amount of \$3,000. The assessment for State fines in the Municipal Court exceeded the budgeted amount by \$3,500. Finally, additional legal fees for labor negotiations were charged to the Non and Interdepartmental budget in the amount of \$24,000. The attached resolution adjusts these budgets with an appropriation from the General Fund contingency in the amount of \$40,300.

Local Improvement Debt Service Fund

In anticipation of a bequest, staff is requesting to transfer \$150,000 from the Local Improvement Debt Service Fund to the Parks Project Fund in support of the Garden of Surging Waves project. A transfer back to the Local Improvement Debt Service Fund is budgeted from the Parks Project Fund for FY 2014-15 as bequests from the Estate of Art DeMuro are received. The attached resolution adjusts this budget with a re-appropriation from the Debt Service to the Transfer to Other Fund line item in the Local Improvement Debt Service Fund.

Public Works Improvement Fund (PWIF)

Extra help for the hydroelectric grant was required. The extra help line item should be adjusted by \$8,500. Also, there has been a project to renovate the residence at the watershed. An adjustment of \$15,000 is needed to finish the project. The attached resolution adjusts this budget with an appropriation from the PWIF contingency in the amount of \$23,500.

Parks Fund

Revenues for the Aquatic Facility and Recreation programs are in excess of the budgeted revenues. However, revenues for the maintenance program that includes the cemetery are under budget. There is a transfer in the FY 2013-14 budget of \$707,000 from the General Fund in support of the Parks Fund programs. Staff is estimating that an increase in this transfer not to exceed \$50,000 is required to balance this fund. Parks staff is anticipating expenditures for renovation and improvements to the Yacht Club so that the building can be occupied in July. This makes for increased costs in June that will be offset in the next fiscal year because there will be no lease payment for the Star of the Sea building. Last fiscal year the additional transfer amount was \$187,300. The estimate of an additional transfer this fiscal year is based on the

unanticipated expense of renovations to the Yacht Club. The amount requested is not to exceed \$50,000 and the transfer will be only in the amount of what is needed.

RECOMMENDATION

It is recommended that Council approve the attached resolution to make the adjustments for the FY 2013-14 budget.



John Snyder
Financial Analyst

Resolution No. 14-

A RESOLUTION MAKING APPROPRIATIONS WITHIN AND BETWEEN A FUND.

WHEREAS, ORS 294.463 authorizes the City Council to transfer appropriations within and between a fund and,

WHEREAS, in accordance with ORS 294.338, the City Council may make appropriations to accommodate circumstances that were not foreseen at the time the budget was adopted, and

WHEREAS, unanticipated expenses on specific line items have been incurred in the listed funds,

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

Section 1. \$9,800 is appropriated from the contingency of the General Fund to the Community Development Extra Help line item.

Section 2. \$3,000 is appropriated from the Contingency of the General Fund to the City Hall Repair Supplies, \$3,000 line items.

Section 3. \$3,500 is appropriated from the Contingency of the General Fund to the Municipal Court Assessment for State Fines line item.

Section 4. \$24,000 is appropriated from the Contingency of the General Fund to the Non and Interdepartmental Personnel Legal Services line item.

Section 5. \$150,000 is re-appropriated from the Debt Service line item of the Local Improvement Debt Service Fund to the Transfer to Other Fund, Parks Project Fund line item.

Section 6. That \$23,500 is appropriated from the Contingency of the Public Works Improvement Fund to the Extra Help, \$8,500 and Buildings, \$15,000 line items

Section 7. \$50,000 is appropriated from the Contingency of the General Fund to the Non and Interdepartmental Transfer to Other Fund: Parks Fund line item.

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

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

Mayor

ATTEST:

City Manager Pro Tem


ROLL CALL ON ADOPTION	YEA	NAY	ABSENT
Commissioner La Mear			
Herzig			
Mellin			
Warr			
Mayor Van Dusen			



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

COMMUNITY DEVELOPMENT

June 11, 2014

TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER PRO TEM
SUBJECT: BUILDING CODE OPERATIONAL PLAN REVISIONS

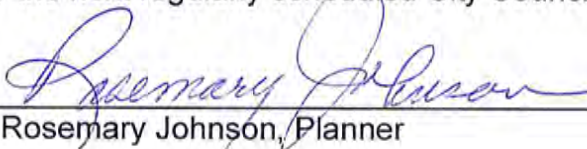
Background

On March 24, 2014, the City Council adopted revised Building Inspection Program fees for the City of Astoria. The new fees were effective May 1, 2014. Oregon Administrative Rules Section 918-020-0220(1)(c) requires that municipalities update their Operational Plans following adoption of a new building inspection program fee schedule. The current Operational Plan is adopted by reference as part of City Code Chapter 9, Section 9.065.

The Operational Plan for the Building Inspection Division is required by the State Building Codes Agency (BCA) to address the day-to-day operations of the building inspection program. The attached draft Operation Plan reflects the program as it is currently conducted. The current Operational Plan was adopted by the City Council in 2003 and amended on November 15, 2004. Updates to the Plan are noted with new text underlined and deletions noted with a ~~strike through~~. The updates include changes to hours of operation and information available on the City web site, addition of the full time City Building Official, reference to the recent Inter-governmental agreement with Clatsop County for coverage, and the process for Minor Plumbing Labels. City Attorney Blair Henningsgaard has advised that an ordinance approved by the City Council is required to update the Plan.

Recommendation

It is recommended that the City Council conduct a first reading of the proposed ordinance for the adoption of the Operational Plan as referenced in City Code Section 9.065 and schedule a second reading and adoption for the next regularly scheduled City Council meeting on July 7, 2014.

By: 
Rosemary Johnson, Planner

ORDINANCE NO. 14-____

AN ORDINANCE AMENDING THE ASTORIA CITY CODE SECTIONS 9.065 CONCERNING ADOPTION OF THE BUILDING INSPECTION DIVISION OPERATIONAL PLAN.

THE CITY OF ASTORIA DOES ORDAIN AS FOLLOWS:

Section 1. Astoria City Code Section 9.065 pertaining to the Astoria Building Inspection Division Operational Plan is amended by the deletion of the Operational Plan in its entirety and replaced to read as follows:

Complete "Operational Plan" is attached to this Ordinance.

Section 2. Effective Date. This ordinance and its amendment will be effective 30 days following its adoption and enactment by the City Council.

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

OPERATIONAL PLAN

CITY OF ASTORIA

BUILDING INSPECTION DIVISION

Adopted 11-17-03 (Ordinance 03-03); Effective 1-1-04
Amended 12-6-04 (Ordinance 04-12); Effective 1-6-05

I. INTRODUCTION

The City of Astoria, in accordance with OAR 918-020-0080 "Delegation of the Building Inspection Program", has adopted an Operational Plan. The Plan will be on file with the Oregon Building Codes Division and is available to the public upon request.

This Plan reflects the standards, policies, procedures and services administered by the City of Astoria Community Development Department, Building Inspection Division. The Plan will be updated as necessary to reflect changes in service, service area, and administrative responsibilities.

In July 1994, the City of Astoria assumed the administration and enforcement of a "selective municipal 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.

II. ADMINISTRATIVE STANDARDS: Adequate funds and equipment.

A. **Funds:**

Fees are charged by the Astoria Building Inspection Division for construction, reconstruction, alteration, and repair of all structures including prefabricated structures and of other buildings and structures; the installation of plumbing and mechanical heating and ventilating devices and equipment. Fees charged are based on the fee schedule as adopted by City Resolution. The City may increase the fees according to the procedures in OAR 918-020-0220.

All fees collected by the Astoria Building Inspection Division are deposited in a separate Building Inspection Fund within the City's General Fund, which provides for all expenses related to the City's Building Inspection Program. A separate accounting is made for revenues from each of the program areas.

B. Equipment:

Inspectors are supplied with equipment reasonably necessary to administer and enforce the State Specialty Codes in an efficient, effective, timely and acceptable manner. Such equipment shall include, but not be limited to, a vehicle capable of traveling to and from inspection site, personal protection equipment necessary to ensure employee safety on inspection sites, cellular telephone, code books, resource material, inspection report forms, business cards, and other materials reasonably required to carry out the inspection responsibilities. Office space, telephone with 24-hour recorder and support staff are also provided for the Building Inspection Program by the City.

C. Authority and Responsibility of the Building Official, Plans Examiner and Inspector:

The City of Astoria ~~contracts with~~ has a full time Building Official, Plans Examiners and Inspectors to perform work within the City limits of Astoria. The City has an Inter-Governmental Agreement with Clatsop County Building Codes to cover inspections when the City of Astoria's Building Official is not available and for commercial plumbing permit review and inspections. The City of Astoria, on occasion, contracts with other Building Officials for coverage. Detailed position descriptions for all positions are on file with the City of Astoria and are available upon request.

1. Building Official:

In addition to authority and responsibility outlined in City Code Chapter 9 "Building", the Building Official provides interpretations of the Oregon Structural Specialty Code and other model codes as approved and adopted by the State of Oregon; and adopts and enforces rules and supplemental regulations in order to clarify the application of its provisions.

2. Plans Examiner

In accordance with OAR 918-98-0000 through 918-98-0470, the Plans Examiner examines plans of all types of structures that fall within their certification. The Plans Examiner is certified by the State of Oregon. Provides code interpretation guidance and counsel on technical issues and technology and advice and problem-solving assistance to division staff and inspectors, Fire Department, Public Works Department, architects, engineers, and other public agencies as necessary.

3. Structural/Mechanical Inspectors

In accordance with OAR 918-98-0000 through 918-98-0470, the Structural/Mechanical Inspector enforces the State Structural Safety and Mechanical Codes through plan review and inspection of all building types.

4. Plumbing Inspector

In accordance with OAR 918-98-0000 through 918-98-0470, the Plumbing Inspector enforces the State Plumbing Specialty Code through plan reviews and inspection of plumbing installations.

D. Appeals Process:

When there is an appeal of a staff interpretation of Code during plan review or inspection, the following process is followed:

1. Appeal to Building Official

In an appeal of a Plans Examiner's or Building Inspector's decision, the Plans Examiner or Inspector refers the appeal and any related information to the Building Official who, in consultation with appropriate technical staff, reviews the appeal request and makes a final determination in writing to the appellant. If the Plans Examiner is also the Building Official, the appeal would proceed on to the Appeals Board as noted below.

2. Appeal to Appeals Board

Appeals of a decision of the Building Official are forwarded to the Astoria City Council, which acts as the appeals board for the City and follows the guidelines established by the State of Oregon for appeals. The fee to appeal a Building Official interpretation is established by City resolution. The final determination by City Council is provided within 45 days of the request. Further appeal of the City Council decision is to the appropriate State Board of Appeals for final action upon application and payment of the required fee as determined by the State.

The City Council shall have no authority to waive requirements of a Specialty Code, Standard, or Regulation.

The Building Official for the City of Astoria will be available during the local appeal process to notify the aggrieved persons of the provisions of ORS 455.475.

E. Appeals of State Board Decisions:

Judicial review of decisions of a State Appeals Board is available as provided in Oregon Revised Statute Chapter 183.

F. Receipts Collected in the Administration and Enforcement of Building Inspection Programs:

1. Revenues

The City of Astoria, Community Development Department, Building Inspection Division, generally accounts for revenues for each specialty code program which it administers and enforces. Quarterly and yearly revenue reports are available.

In addition to permit revenues, the Building Inspection Division receives funds from interest on reserves. These funds are included in the reserve fund.

2. Expenditures

A summary of the Division's overall budget for inspection and plan review activities is available upon request. The budgets for structural and mechanical and plumbing programs have been consolidated because most of the plan review and inspection activities are integrated and they can be reviewed and analyzed separately through the use of accounting codes. Direct and indirect program expenditures are charged against the related code program revenue. Indirect costs may be charged against the City's Building Inspection Fund. Losses in any one portion of the Building Inspection Program shall be subsidized by other portions of the Building Inspection Program.

3. Fees Collected by the Building Inspection Program are Dedicated to the Support of that Department

General administrative overhead costs or losses for items such as management and clerical salaries, office equipment and supplies, office expenses such as building use, telephone, electrical, etc. shall be charged to the overall program revenue and shall not be allocated to any one portion of the program. These costs shall be assessed at the same rate as for all other City departments, and generally expressed as a percentage of the total budget.

G. Retention and Retrieval of Records:

The Astoria Building Inspection Division will maintain plans, plan review notices, and inspection records in the Building Inspection Division office located at City Hall. Permit records are maintained per the State of Oregon Archive laws. Active files are kept for a period of approximately two years in the Astoria Building Inspection Division office, then transferred to storage in the City archives. Files pertaining to a specific project may be obtained by contacting the Astoria Building Inspection Division office at 503-325-1004.

H. Operational Plan:

A copy of the City of Astoria Building Division's Operational Plan is available to the public by calling 503-325-1004 or may be obtained in person at the Building Inspection Division Office located at 1095 Duane Street, Astoria. Copies may be purchased at a reasonable cost.

I. Public Inquiries, Comments & Complaints and Customer Questions re: Permits, Plan Review, and Inspections; Type of Permits Sold; and Hours of Operation by Phone and at the Counter:

Public inquiries, comments and complaints, and customer questions concerning permits, plan review, and inspections are welcomed 24 hours a day, seven days a week by calling the 24 hour telephone recording line.

The Astoria Building Inspection Division office hours are between the hours of 8:00 a.m. to 12:00 p.m. and 1:00 p.m. and 5:00 p.m., Monday through Friday, excluding holidays. Public inquiries related to the program operation may be requested by phoning 503-325-1004. Phone calls after office hours will be handled through the 24-hour telephone recording line. The FAX number is 503-338-6538. The Division may also be contacted by email at buildingdivision@astoria.or.us. Forms and additional information are also available on the City web site at www.astoria.or.us.

Inquiries, comments and complaints will be referred to the appropriate staff member for review and resolution; inspections and plan review will be referred to the Building Official, or his designee. If the complaint becomes an appeal, procedures outlined in the "Appeal Process" as outlined by the State of Oregon shall be followed. Complaints related to employee behavior shall be made to the Community Development Director and shall be processed in accordance with City of Astoria Personnel Rules, Policies, and Procedures.

~~The City of Astoria contracts for the services of the Plans Examiner, Building Inspector, and Building Official. There are no regular office hours for the contract services in the Astoria Building Inspection Division Office. However the Plans Examiner, Building Inspector, and The Building Official may be in the~~

Astoria Building Inspection Division Office at various times, Monday through Friday of each week for office hours. The exact time in the office varies due to inspection requirements, ~~and contract agreements~~. ~~The Plans Examiner, Building Inspector, and Building Official may also be contacted at their respective company offices. A copy of their office hours and telephone numbers are available by contacting the Astoria Building Inspection Division.~~ The Building Division support staff is available to handle calls or requests to schedule a meeting time with the Building Official or his designee.

J. Jurisdictional Boundaries and Other Posted Information:

Maps showing the boundaries of the incorporated City limits are posted in the City Building Inspection Division office for reference by the public.

Information regarding the types of permits sold and the Building Inspection Division office hours shall be posted in the office. Information regarding where to obtain Electrical Permits and Minor Plumbing Labels shall be available to the public.

K. Persons to Whom Notices Should be Issued:

All notices pursuant to OAR 918-020-0070 through OAR 918-020-0220 shall be sent to the following:

City of Astoria, Community Development Director, 1095 Duane Street, Astoria OR 97103

Building Official, as identified by the City of Astoria.

III. PERMITTING STANDARDS

A. Office Location:

City of Astoria, City Hall, ~~3rd~~ 1st Floor, 1095 Duane Street, Astoria. This office sells structural, mechanical, plumbing, and manufactured dwelling placement permits to the public between the hours of 8:00 a.m. and 5:00 p.m., ~~excluding the noon hour~~, Monday through Friday. Permit applications can be obtained in person, by mail, ~~or~~ by FAX at 503-338-6538, or on the City's web site at www.astoria.or.us. Customers may leave a request on an answering machine at 503-325-1004 for an application to be sent by mail or FAX. Permit applications will be mailed within 24 hours of a request, excluding weekends and holidays.

B. Permit Application Process:

1. Application Submittal

Applications may be submitted in person, by mail, or by FAX to the Astoria Building Inspection Division office as noted above.

2. Complete Applications

Plans will be reviewed for completeness initially by the Building Inspection Division office and forwarded for review by the Plans Examiner for completeness. This review shall be done within the guidelines established by the State of Oregon.

3. Incomplete Applications

When permit applications received are found to be incomplete, the Building Inspection Division and/or the Plans Examiner will call the applicant within five working days of receipt of the application and advise them of the required information needed to complete the permit application. When the Building Inspection Division is unable to reach the applicant by telephone, the Division will send a letter detailing what information and/or fees are required to complete the permit application. Incomplete applications will not be processed until the application is deemed complete.

4. One and Two Family Dwelling Applications

a. Simple Plans

For simple one and two family dwelling applications, the Plans Examiner will complete the plan review within ten working days or less or will notify the applicant of their right to obtain a plan review from a third party, properly licensed by Oregon Building Codes Division of the Department of Community and Business Services.

b. Complex Plans

For complex plans of any occupancy, the Plans Examiner will complete the plan review within 15 business days or notify applicants of their rights to seek plan reviews from licensed third party plans examiners.

5. License and Registration Requirements

Prior to issuing permits, applicants shall be required to demonstrate compliance with applicable licensing, registration, and certification of any person who proposes to engage in any activity regulated by ORS Chapters 446, 447, 455, 479, 693, and 701.

C. Permit Applications that do not require plan review (i.e. residential plumbing, residential mechanical, etc.):

1. Determination of Plan Review Requirement

Permit applications not requiring a plan review will be reviewed by staff upon receipt. City staff may consult the Building Official to confirm whether or not a plan review is required. If, after consultation it is determined that additional information is required, the applicant will be advised of the required information needed to complete the application. When the permit application is deemed complete and approved, the requested permit will be issued upon payment of permit fees.

2. Complete Applications

Applicants who send completed permit applications through the mail, email, or by FAX, will be issued permits within 48 hours of receipt, excluding weekends and holidays. The approved permit application will be mailed back to the applicant or, the applicant contacted by telephone to pick up the approved permit application at the City of Astoria Building Inspection Division office.

3. Incomplete Applications

When permit applications received by mail are found to be incomplete, the Division will call the applicant within five working days of receipt of the application and advise them of exactly what is needed to complete the permit application. When the Building Inspection Division is unable to reach the applicant by telephone, the Division will send a letter detailing what information and/or fees are required to complete the permit application.

4. Pre-paid Permit Accounts

Local plumbing and mechanical firms may set up a deposit account with the Building Inspection Division to be used as payment for permits applications that are received by telephone or FAX from their firm. A list of the firm, amount on deposit, and charges against the balance including date, permit number, permit amount, and surcharge amount shall be kept by the Building Permit Coordinator/Technician. Complete and incomplete applications will be processed as noted above.

5. License and Registration Requirements

Prior to issuing permits, applicants shall be required to demonstrate compliance with applicable licensing, registration, and certification of any

person who proposes to engage in any activity regulated by ORS Chapters 446, 447, 455, 479, 693, and 701, or the reason for an exemption from licensing requirements.

D. Phased Permits:

Phased permitting is allowed for large projects with the prior approval of the Building Official. Generally, phased permits may be issued for excavation, shoring, grading and site utilities, foundation, structural shell, interior tenant improvements, and sprinkler and fire alarm systems. In addition, phased permits may be allowed for landscaping and parking improvements with the prior approval of the City Planner. The applicant shall be notified that they are proceeding without assurance that a permit for the entire structure will be granted when a phase permit is issued.

E. Deferred Submittals:

Deferral of any submittal items must have prior approval of the Building Official. Deferred submittals are those portions of the design that are not submitted at the time of application, but are included in the valuation of the project. If the valuation of the construction being considered was not included in the original submittal, it will be treated as a phased project.

F. Emergency and Temporary Permits:

Emergency or Temporary Permits are available 24 hours per day, seven days per week through the 24-hour telephone recording line at 503-325-1004 or by FAX at 503-338-6538. The Division may also be contacted by email at buildingdivision@astoria.or.us. These permit applications will be processed the next business day.

G. Minor Plumbing Labels:

~~“Minor Installation Labels” are issued on-line per OAR 918-100-0020 by the Tri-County Service Center and are inspected by the Oregon Building Codes Inspection Division upon request. The Tri-County Service Center is located at 123 NE 3rd Avenue, Suite 440, Portland OR 97232 and can be contacted by FAX at 503-872-6735. Labels can be ordered by mail, FAX, or in person at the Center. Minor Label are issued in lots of ten (10). Building Codes Division selects 10% of these permits for random inspections. If an inspection fails, additional fees must be paid prior to reinspection per OAR 918-100-0060(2)(g).~~

The Tri-County Service Center shall provide the Building Inspection Division with a list of all permits issued within the Astoria jurisdiction at least once per year.

A contractor may use a minor installation label to perform plumbing work as described in OAR 918-780-140 and 918-100-020(3).

Plumbing contractors having a certificate of registration under ORS 447.030 and a Construction Contractors Board registration using plumbers having a certificate of competency under ORS Chapter 693, are eligible to participate in the minor plumbing label program.

This program was initiated on or before July 1, 1997 in the City of Astoria. ~~Clatsop County Building Inspection Division assumed administration of the Minor Plumbing Label Program on February 20, 2002.~~ The Tri-County Service Center initiated the Tri-County program on July 1, 2002.

IV. PLAN REVIEW STANDARDS

A. Compliance with Specialty Codes:

The Plan Review staff are certified by the State of Oregon in all codes administered by this jurisdiction. The Plans Examiner shall review and approve all plans their certification allows. Plumbing plans are reviewed and approved by a certified Plumbing Inspector. All inspectors and Plans Examiners have access to current interpretive rulings adopted pursuant to ORS 455.060 or ORS 455.475, and review them when making decisions.

A list of the Building Official, Inspectors, and Plans Examiners, along with their certification and continuing education credits, is maintained by the City.

B. Checklists and Informational Handouts:

The Building Inspection Division has prepared a variety of informational handouts to assist the public in the permit application process. Both residential and commercial building permit application handouts are available at the permit counter or on the City's web site at www.astoria.or.us.

In addition, the City of Astoria Building Inspection Division provides "one-stop" informational services with access to the City's Public Works Department, Engineering ~~Division~~Department, Planning ~~Division~~Department, and other required City permits to assist the public in the permit application process.

Optional pre-development and pre-construction meetings are available to the applicant. Pre-development meetings generally occur prior to completion of the design work and provide an opportunity for the applicant to discuss any requested alternate methods or materials, request interpretations, and hear a preliminary assessment of the project. Pre-construction meetings generally occur in conjunction with the issuance of the permit. The meeting provides an opportunity for the applicant and/or associates to meet the Inspectors and Plans Examiners who will be involved in the project, discuss any unique

aspects of the project, clarify special inspection requirements, and reach consensus on remaining issues identified during the review process. These meetings may also be coordinated to include the City's Public Works Department, Engineering DivisionDepartment, and/or Planning DivisionDepartment.

C. Plan Review Process:

1. Complete Plans

Plans are reviewed for completeness as noted above within five working days after they are received. Incomplete application plans are processed as noted above in Section III. When feasible, complete application plans are reviewed, approved, and issued at the time of application.

If plans are required, permits will not be issued until three (3) sets of construction plans on small project and four (4) sets of plans for large projects have been received, reviewed, and approved. The applicant will be charged for copying expenses if the Building Inspection Division must make additional copies of the plans for review. Copyright regulations shall be enforced.

2. Simple One and Two Family Dwelling Plans

Applicants with one and two family dwelling plan review applications, are advised within three days if the application is classified as a simple residential plan as defined in OAR 918-020-0090(4), (5), and (6). If the application is determined to be a simple residential plan, the Plans Examiner will complete the plan review within ten working days or less or will notify the applicant of their right to obtain a plan review from a third party, properly licensed by Oregon Building Codes Division of the Department of Community and Business Services.

The Building Inspection Division maintains a list of at least three licensed Plan Examiners from whom the City will accept plan reviews when the time periods for a Simple One and Two Family Dwelling Plans cannot be met.

3. Design Professionals

Support staff and/or the Plans Examiner review the plans and application to verify that the plans are stamped by an Oregon Registered Design professional when applicable.

4. Alternative One and Two Family Dwelling Plan review Program

Architects and Engineers requesting the use of this program shall be an Oregon Registered Design professional who is also a residential plans examiner certified under OAR 918-098-0240. The cover sheet of the construction documents must indicate the use of this alternate program and the registered design professional must indicate his/her plan review certification. Since there is no plan review conducted, the issuance of the permit will be done after all of the other City Departments have approved the construction documents. The use of this alternate program shall be limited to provisions of ORS 455.6.2.8 and OAR 918-480-130 with respect to "Conventional Light Frame Construction".

(Added by City Council 11-15-04)

D. Plans Complete but Not in Compliance:

When the plan has the required information but is found to be in non-compliance with the applicable code, a Plan Review Notice is sent or faxed to the applicant. The Plan Review Notice identifies the areas of non-compliance with a request for correction or additional information. The plan is placed "on hold" until additional information is received.

E. Plans Complete and In Compliance:

When the plan is deemed complete, the plan will be stamped "approved" by the Plans Examiner of record and a permit approved for issuance.

F. Plans Submitted using the Alternative One and Two Family Dwelling Plan Review Program:

When an architect or engineer requests the alternative review process as described in ORS 455.628, a plan review fee shall be considered exempt. The cost for administrative processing will be charged at the hourly rate prescribed in the latest fee schedule adopted by the City of Astoria. This exemption of fees is for the plan review only. All other fees will be assessed as prescribed in the latest fee schedule adopted by the City of Astoria.

(Added by City Council 11-15-04)

V. INSPECTION STANDARDS

A. Inspection Process:

Persons with valid approved permits may request inspections either by telephone, Fax or in person at the Astoria Building Inspection Division office

during the regular business hours as noted above. Inspections may also be requested by mail or by leaving a message on the Inspection Request telephone line during non-business hours at 503-325-1004. Inspection requests received by mail will be processed upon receipt. Fax and messages on the telephone answering machine will be processed at the start of business the next regular business day. Depending on the time of the call or Fax and the location of the Inspector, inspection requests will generally be handled within 48 hours. Inspections will be made between 8:00 am and 4:30 pm, Monday through Friday.

Inspection requests shall include:

1. Permit number.
2. Name of person requesting inspection.
3. Name of permit applicant.
4. Site address.
5. Type of inspection.
6. Statement as to whether request is for an initial inspection or reinspection.
7. Telephone number where person requesting inspection can be reached.

Inspection requests that do not contain the required information will be considered incomplete and the applicant will be contacted by telephone and asked to provide the missing information. Inspections will not be performed until all required information has been provided.

Upon arrival at the job site, an Inspector will verify that a permit has been posted and that the approved plans are available on the site. Where approved plans are required, inspections will be performed based on the approved plans. After completing the requested inspection, the Inspector will sign the inspection card posted at the job site, or prepare a written report which will indicate approval, conditional approval, or failure, and describe all items that require correction in accordance with applicable Specialty Codes, with the code section cited. A copy of the inspector's report will be left with the building owner or contractor, if any, on site. If the building owner or contractor is not available at the site, a copy of the report will be left at the job site. A copy of the inspection record will be kept on file in the Astoria Building Inspection Division office by project address.

B. List of Persons Employed to Provide Inspections:

A list of inspectors along with certifications and continuing education credits is maintained by the City and available upon request.

C. Stop Work Orders:

The Building Official and Building Inspectors shall have the authority to issue Stop Work Orders for work being done without a permit or work being done in violation of the Building Code, as provided in Chapter 9 "Building" of the Astoria City Code. The Building Official or Building Inspector shall post a Stop Work Order at the site, with directions on what steps shall be taken to proceed with the construction project.

D. Investigation and Enforcement of Plumbing Violations:

The Inspector will verify compliance with all applicable plumbing and contractor licensing and registration requirements. If a person is found to be engaged in any activity regulated by ORS Chapters 447, 455, 479, 693, and 701 without required licenses, the Inspector shall have the discretion to stop the work and do the following:

1. Issue a warning; or
2. Issue a "Citation, Notice of Proposed Assessment of Civil Penalty, and First Order of Corrective Action"; or
3. Complete a "Preliminary Compliance Report"; or
4. Discuss alternative options as may be available with the Building Official.

Inspectors may report any violation of a licensing, permitting, registration, or certification requirement to the appropriate agency.

Where violations have been reported and have not been witnessed first hand, the Inspector shall note the violation by completing a Preliminary Investigation Report and file with the Regulatory Services Section of the State Building Codes Division.

E. Suspension or Revocation:

The Building Official may, in writing, suspend or revoke a permit issued under the provisions of the Astoria Building Inspection Program when the permit is issued in error or on the basis of incorrect information supplied, or is in violation of any ordinance or regulation of the jurisdiction.

F. Inspections for Structures using the Alternative One and Two Family Dwelling Plan Review Program:

When inspecting structures using the Alternate Plan Review Program all discrepancies shall be noted and a copy of the report shall be forwarded to the

Registered Design Professional. The Design Professional shall resubmit to the City all revisions and corrections in the same manner as the original submittal. A re-inspection fee shall be assessed as prescribed in the latest fee schedule adopted by the City of Astoria.

(Added by City Council 11-15-04)

VI. COMPLIANCE PROGRAMS

A. Procedures for Response to Public Complaints:

Public complaints shall include, at a minimum: individual or business name of alleged violator, date or period of alleged violation, location (address) of alleged violation, owner or lessee name, and description of work performed. The complainant's name, phone number, or address is required only for follow-up contacts. Complaints may be made anonymously.

Complaints received by the Astoria Building Inspection Division regarding alleged violations for permits, licensing or Specialty Codes, are first investigated by the Building Official. If the complaint contains sufficient information to sustain a violation, the Building Official may forward the complaint to the State Compliance Unit, Regulatory Services Section of the State Building Codes Division for further action. Complain forms are available on the City web site at www.astoria.or.us or in person at City Hall, 1095 Duane Street, during regular business hours.

B. Investigation of Complaints:

The Building Official interviews some or all of the following: complainant, customer, witnesses, local official, employees of other agencies, and obtains written and other documentation relevant to the violation. When the investigation is completed, the Building Official writes a report detailing the violation(s). This report is then forwarded to the appropriate staff person for processing the penalty action. If the Building Official cannot develop sufficient information to sustain the violation, the investigation is closed and the complainant notified of the disposition.

C. Issuance of Notices of Proposed Assessments of Civil Penalties:

A Notice of Proposed Assessment of Civil Penalty (NPACP) is issued only by persons deputized by the City of Astoria and authorized by the Astoria Building Inspection Division based on violations personally observed or attested by personal knowledge. The enforcement process includes documenting and notifying the respondent of the violation and their right to a hearing. The NPACP is documented in writing and names the responsible company or person. A copy is served on the person in charge or doing the work. The

original signed NPACP is filed with the State Building Codes Division, Compliance Office, and with the originating City Building Inspection Division, including a statement of how the notice was served (either by giving a copy to the named person or by Certified Mail). A statement of facts and evidence obtained is filed with the original NPACP. In the event the respondent requests a hearing, the person issuing the NPACP may be called as a witness. The State Building Codes Division, Compliance Section, will process the NPACP and assess civil penalties where appropriate.

A NPACP issuance by the City of Astoria is limited to the following violations:

1. No valid permit.
2. No license.
3. Failure to make corrections to manufactured dwellings, prefabricated structures and components or recreational vehicles.
4. Failure to make required correction, prior to cover, for plumbing and structural code violations.
5. No insignia or label on a manufactured dwelling, prefabricated structure or component or recreational vehicle.




CITY OF ASTORIA
 Founded 1811 • Incorporated 1856

June 6, 2014

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER PRO TEM

SUBJECT: **2014 PAVING PROJECT CONSTRUCTION CONTRACT AWARD**

DISCUSSION/ANALYSIS

The 2014 Paving Project will include approximately 3,500 tons of asphalt pavement overlay, 11,750 square yards of asphalt grinding, 6 ADA ramp upgrades, 440 square yards of road base reconstruction, and other associated improvements. Improvements at the following locations are included in this project.

Road Description	From	To
7 th Street	Marine Drive	Bond Street
Bond Street	6 th Street	7 th Street
Duane Street	14 th Street	15 th Street
Exchange Street	11 th Street	14 th Street
Alameda Ave.	W. Marine Drive	Waldorf Circle
Sonora Ave.	Lexington Ave.	Denver Street
3 rd Street	Railroad Tracks	Marine Drive
Skyline Ave.	Short Street	Valley Street
Nimitz Road	Lee Road	Kincaid Road
Lexington Ave.	1 st Street	3 rd Street
Niagara Ave.	8 th Street	14 th Street
Alameda Ave.	Ilwaco Ave.	Floral Street

On May 19, 2014, City Council authorized staff to solicit bids for the project. The following competitive bids were received:

Contractor	Total Bid
Bayview Transit Mix	\$481,101.50
Big River Construction	\$563,017.00

The Engineer's Estimate prepared for the project is \$531,680, including a 10% contingency and construction survey services. Funding for the project will come from the Astoria Road District Fund (Local Fuel Tax Fund).

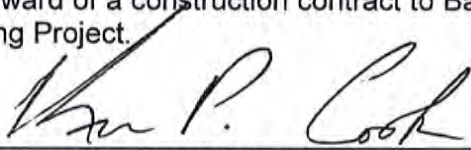
Project Construction Budget Summary:

Description	Total Amount
Contractor Contract Amount	\$481,101.50
Construction Contingency (10%)	\$ 48,110.15
Construction Survey Contract	\$ 9,950.00
Construction Total	\$539,161.65

RECOMMENDATION

It is recommended that City Council authorize award of a construction contract to Bayview Transit Mix in the amount of \$481,101.50 for the 2014 Paving Project.

Submitted By


Ken P. Cook, Public Works Director

Prepared By:


Nathan Crater, Assistant City Engineer

60.01.00 - GENERAL

THIS AGREEMENT, made and entered into this ____ day of _____, 2014, by and between Bayview Transit Mix, Inc., PO Box 619, Seaside, OR 97138, hereinafter called "**CONTRACTOR**" and the **City** of Astoria, a municipal corporation, hereinafter called "**CITY**."

WITNESSETH:

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

60.2.00 - DESCRIPTION OF WORK

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

2014 PAVING PROJECT

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

60.3.00 - COMPLETION OF CONTRACT

The **CONTRACTOR** agrees that the work under this contract shall be performed within **60** calendar days of Notice to Proceed. If conditions beyond the control of the **CONTRACTOR** prevents completion of the project within the time set, **CONTRACTOR** may request a reasonable extension of time in accordance with APWA General Requirements. If said **CONTRACTOR** has not fully completed this contract within the time set or any extension thereof, he shall pay liquidated damages in accordance with Section 108.6.00 of the Supplementary Conditions to General Requirements.

60.4.00 - CONTRACT PRICE

The contract price for this project is \$481,101.50. Payment will be made in accordance with ORS 279C.560 including progress payments at the end of each month. Retainage will be withheld in accordance with ORS 279C.550 - .565.

60.5.00 - CONTRACT DOCUMENTS

The **CONTRACTOR** and the **CITY** agree that the plans, specifications (including the APWA Oregon Chapter 1990 Standard Specifications for Public Works Construction with 1996 revisions), general conditions, supplementary conditions, call for bids, special provisions to the engineering specifications, instructions to bidders, all addenda and all modifications thereto and bid are, by this reference, incorporated into this contract and are fully a part of this contract.

60.6.00 - CHANGES IN WORK

With the consent of the **CONTRACTOR's** surety, the **CITY** may change the plans, specification, character of the work, or quantity of work, provided the total value of all such changes, both additive and deductive, does not exceed the following:

- A. An increase or decrease of more than 25 percent of the total cost of the work calculated from the original proposal quantities and the unit contract prices; or,
- B. An increase or decrease of more than 25 percent in the quantity of any one major contract item.

For condition b) above, a major item is defined as any item that amounts to 10 percent or more of the total contract price. If it is necessary to exceed this limitation, the change shall be by written supplemental agreement between the **CONTRACTOR** and **CITY**.

Any change shall be in writing and state the dollar value, method of payment, and any adjustments in contract time, and shall provide for the signatures of the **CONTRACTOR** and **CITY**.

Changes in plans and specifications, requested in writing by the **CONTRACTOR**, which do not materially affect the work, may be granted by the Engineer. Payment will be made in accordance with Section 60.4.00 of this contract.

60.7.00 - COMPLIANCE

The **CONTRACTOR** specifically agrees to comply with all laws, ordinances, and regulations applicable to municipal contracts and to make prompt payment of all amounts that may be due from said **CONTRACTOR** in the way of taxes or lawful deductions and to make prompt payment of all labor and materials, and save the **CITY** harmless from any damages or claims whatsoever in the performance of this contract.

The **CONTRACTOR** further agrees to comply with all laws, ordinances, rules, orders and regulations relating to the performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences, or other protective facilities.

CONTRACTOR agrees to take every precaution against injuries to persons or damage to property.

The **CONTRACTOR** agrees that the work will be done to the satisfaction and approval of the Engineer of the **CITY** of Astoria.

CONTRACTOR agrees to store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of their work or the work of any other employees or persons.

CONTRACTOR agrees to hold the **CITY** free and harmless from all liability to persons and property for failure to leave the premises in a safe condition and to make payment to all persons employed by them in such project.

60.8.00 - ADDITIONAL CONTRACTOR RESPONSIBILITIES

CONTRACTOR is responsible for obtaining and paying for all necessary permits.

CONTRACTOR shall verify existing conditions and locations of all utilities and shall notify the Engineer of any discrepancies that may affect the work.

CONTRACTOR is responsible for contacting the utilities to have the lines relocated or repaired as necessary.

60.9.00 - CONTRACTOR IS INDEPENDENT CONTRACTOR

A. CONTRACTOR's services shall be provided under the general supervision of **CITY's** project director or his designee, but **CONTRACTOR** shall be an independent **CONTRACTOR** for all purposes and shall be entitled to no compensation other than the compensation provided for under Section 60.4.00 of this Contract.

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

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

60.10.00 SUBCONTRACTS - RELATIONS WITH SUBCONTRACTORS, ASSIGNMENTS AND DELEGATION

A. CONTRACTOR shall be fully responsible for the acts or omissions of any subcontractors and of all persons employed by them, and neither the approval by **CITY** of any subcontractor nor anything contained herein shall be deemed to create any contractual relation between subcontractor and **CITY**.

B. CONTRACTOR's relations with subcontractors shall comply with ORS 279C.580. In accordance with that statute:

1. **CONTRACTOR** shall include in each subcontract for property or services entered into by the **CONTRACTOR** and a first-tier subcontractor, including a material supplier, for the purpose of performing a construction contract:

(a) A payment clause that obligates the **CONTRACTOR** to pay the first-tier subcontractor for satisfactory performance under its subcontract within 10 day out of such amounts as are paid to the **CONTRACTOR** by the contracting agency under the contract; and

(b) An interest penalty clause that obligates the **CONTRACTOR**, if payment is not made within 30 days after receipt of payment from the contracting agency, to pay to the first -

tier subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract under paragraph (a) of this subsection. A **CONTRACTOR** or first-tier sub-contractor may not be obligated to pay an interest penalty if the only reason that the **CONTRACTOR** or first-tier sub-contractor did not make payment when payment was due is that the **CONTRACTOR** or first-tier subcontractor did not receive payment from the contracting agency or **CONTRACTOR** when payment was due. The interest penalty shall be: (A) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and (B) Computed at the rate specified on ORS 279C.515 (2).

2. **CONTRACTOR** shall include in each of the **CONTRACTOR's** subcontracts, for the purpose of performance of such contract condition, a provision requiring the first-tier subcontractor to include a payment clause and an interest penalty clause conforming to the standards of subsection (1) of this section in each of the first-tier subcontractor's subcontracts and to require each of the first-tier subcontractor's subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

The above required clauses are required by ORS 279C.580 (3) and (4) and all the provisions of ORS279C.580 are applicable.

C. CONTRACTOR certifies that all subcontractors performing work described in ORS 701.005(3) or ORS 671.520(1) will be registered with the Construction Contractors Board or by the State Landscape Contractors Board before the subcontractors commence work under this contract.

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

E. CONTRACTOR certifies that **CONTRACTOR** has not discriminated and will not discriminate against minority, women or small business enterprises in obtaining any required subcontracts.

60.11.00 - EARLY TERMINATION

A. This Contract may be terminated without cause by mutual written consent of the parties. In addition, the parties may agree to terminate the contract:

1. If work under the Contract is suspended by an order of a public agency for any reason considered to be in the public interest other than by a labor dispute or by reason of any third party judicial proceeding relating to the work other than a suit or action filed in regard to a labor dispute; or

2. If the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the Contract.

B. Payment. When a Contract, or any divisible portion thereof, is terminated pursuant to this section, the **CITY** shall pay the **CONTRACTOR** a reasonable amount of compensation for preparatory work completed and for costs and expenses arising out of termination. The **CITY** shall also pay for all work completed, based on the contract price. Unless the work completed is subject to unit or itemized pricing under the Contract, payment shall be calculated based on percent of contract completed. No claim for loss anticipated profits will be allowed.

C. Responsibility for Completed Work. Termination of the contract or a divisible portion thereof pursuant to this section shall not relieve either the **CONTRACTOR** or its surety of liability for claims arising out of the work performed.

D. Termination under any provision of this paragraph shall not affect any right, obligation or liability of **CONTRACTOR** or **CITY** which accrued prior to such termination.

E. If work is suspended under circumstances described in A (1) but the contract is not terminated, the **CONTRACTOR** is entitled to a reasonable extension of time to complete the contract, and reasonable compensation for all costs resulting from the suspension plus reasonable allowance for overhead with respect to such costs.

60.12.00 - CANCELLATION FOR CAUSE

CITY may cancel all or any part of the Contract if **CONTRACTOR** breaches any of the terms herein or in the event of any of the following: Insolvency of **CONTRACTOR**; voluntary or involuntary petition in bankruptcy by or against **CONTRACTOR**; appointment of a receiver or trustee for **CONTRACTOR**, or an assignment for benefit of creditors of **CONTRACTOR**. Damages for breach shall be those allowed by Oregon Law, reasonable and necessary attorney's fees, and other costs of litigation at trial and upon appeal.

60.13.00 - NONWAIVER

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

60.13.01 - REMEDIES

Consequences for **Contractor's** failure to perform the scope of work identified in the invitation to bid or the **Contractor's** failure to meet established performance standards may include, but are not limited to:

(A) Reducing or withholding payment;

(B) Requiring the contractor to perform, at the contractor's expense, additional work necessary to perform the identified scope of work or meet the establish performance standards; or

(C) Declaring a default, terminating the public contract, and seeking damages and other relief available under the terms of the public contract or other applicable law.

(D) Liquidated damages as calculated in Division 98, Supplementary Conditions, Section 108.6.00

60.14.00 - SUIT OR ACTION

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

60.15.00 - CONFLICT BETWEEN TERMS

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

60.16.00 - INDEMNIFICATION

The **CONTRACTOR** agrees to indemnify and to hold harmless the **CITY**, its officers, employees and agents against and from any and all loss, claims, actions, suits, including costs and attorney's fees, for or on account of injury, bodily or otherwise, to, or death of persons, damage to or destruction of property belonging to **CITY, CONTRACTOR** or others, resulting from **CONTRACTOR's** negligence.

60.17.00 - WORKERS' COMPENSATION

All employers, including **CONTRACTOR**, that employ subject workers who work under this contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. **CONTRACTOR** shall ensure that each of its subcontractors complies with these requirements. (ORS 279C.530 (2)).

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

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

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

CONTRACTOR shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

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

60.19.00 - PAYMENT OF CLAIMS BY PUBLIC OFFICERS; PAYMENT TO PERSONS FURNISHING LABOR AND MATERIALS; AND COMPLAINTS

A. If the **CONTRACTOR** fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the **CONTRACTOR** or a subcontractor by any person in connection with the public contract as such claim becomes due, the proper officer or officers representing the municipality may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the **CONTRACTOR** by reason of such contract.

B. If the **CONTRACTOR** or a first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the public contracting agency or a **CONTRACTOR**, the **CONTRACTOR** or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 30-day period that payment is due under ORS 279C.580 and ending upon final payment, unless payment is subject to a good faith dispute as defined in 279C.580. The interest penalty shall be as provided in ORS 279C.580.

C. If the **CONTRACTOR** or a sub-contractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

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

60.20.00 - HOURS OF LABOR

No person shall be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, the employee shall be paid at least time and a half pay:

A For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or

B. For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; and

C. For all work performed on Saturday and on any legal holiday specified in ORS 279C.540.

D. CONTRACTOR must give notice to employees who work on a public contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees of the number of hours per day and days per week that the employees may be required to work.

E. CONTRACTOR will comply with the requirements of ORS 279.C545 regarding time limitation or claim for overtime, posting of circular.

60.21.00 - PAYMENT OF MEDICAL CARE

CONTRACTOR shall promptly, as due, make payment to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury to the employees of such **CONTRACTOR**, of all sums which the **CONTRACTOR** agrees to pay for such services and all moneys and sums which the **CONTRACTOR** collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

60.22.00 - DRUG TESTING PROGRAM

CONTRACTOR shall demonstrate, to the satisfaction of the Public Works Director that an employee drug-testing program is in place. **CONTRACTOR** may attach hereto a written description of his drug testing program, or a copy of the adopted drug-testing program, to comply with this condition.

60.23.00 – PREVAILING WAGE RATE

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

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

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

60.24.00 – INSURANCE

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

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

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

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

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

60.25.00 - PERFORMANCE AND PAYMENT BOND

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

60.26.00 - CERTIFICATION OF COMPLIANCE WITH TAX LAWS

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

60.26.01 - CITY OCCUPATION TAX

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

60.27.00 - NO THIRD PARTY BENEFICIARIES

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

APPROVED AS TO FORM:

CITY OF ASTORIA, a municipal of the
State of Oregon

City Attorney

BY: _____
Mayor Date

ATTEST:

Contractor Date


City Manager Date



June 9, 2014

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER PRO TEM

SUBJECT: **CONSIDER SETTING PUBLIC HEARING FOR THE SALE OF CITY PROPERTY
LOCATED IN THE 900 BLOCK OF 36TH STREET**

DISCUSSION/ANALYSIS

A sales offer for a parcel of City owned property has been received from Brian K. Woosley and Donna L. Tavares, who own property at 3609 Irving Avenue, adjacent to the City lot. The offer for the property is \$4,000, which was the original asking price.

The lot consists of a 50 foot by 200 foot parcel that extends east-west behind four residences that front on Irving Street. The owners of two properties, Woosley/Tavares (tax lot 8300), and the Woods (whose property is located next to the Woosley/Tavares property, tax lot 8400) have their only vehicular access across the City lot, and have done so historically. The two owners of tax lots 8500 and 8600 have access from Irving Street. Under the proposed sales agreement, the City would sell the property to Woosley/Tavares, who would deed an access easement to Mr. and Ms. Wood. Woosley would continue to own the entire parcel behind the four dwellings. The property owners of tax lots 8500 and 8600 expressed no interest in owning the lot or a portion of the lot at this time.

A fact sheet, assessor's map is attached to this report, as well as the City Planner's report.

RECOMMENDATION

It is recommended that the City Council schedule a public hearing for the July 7 meeting to consider the offer.

Submitted By: _____


Ken P. Cook, Public Works Director

Prepared By: _____


MIKE MORGAN
Mike Morgan, Special Projects Consultant

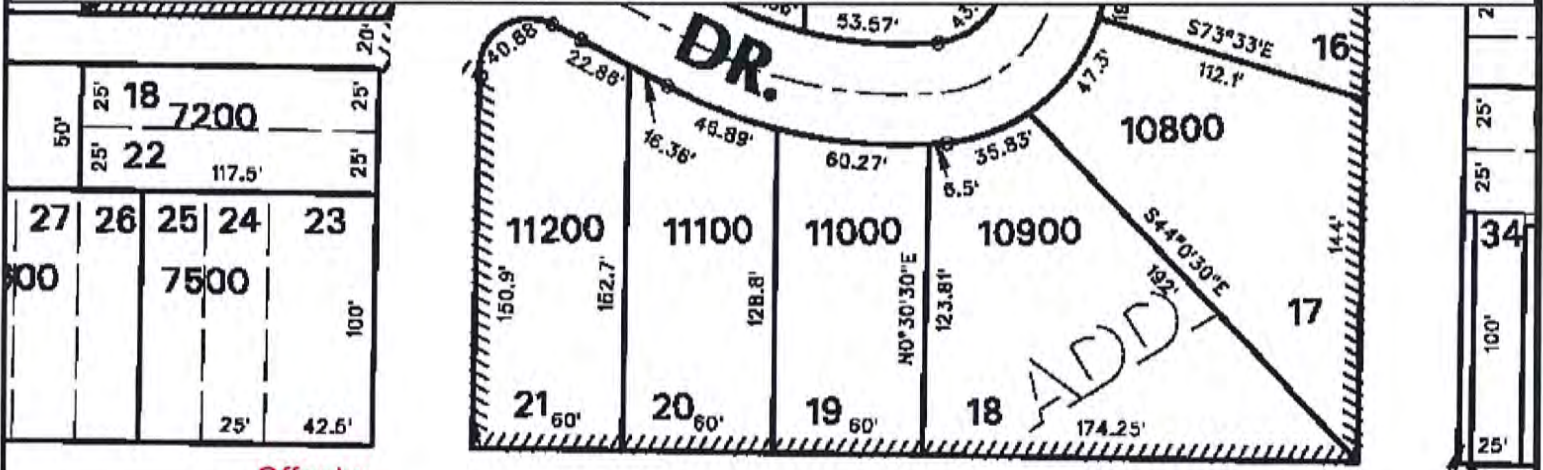


CITY OF ASTORIA
Founded 1811 • Incorporated 1856

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

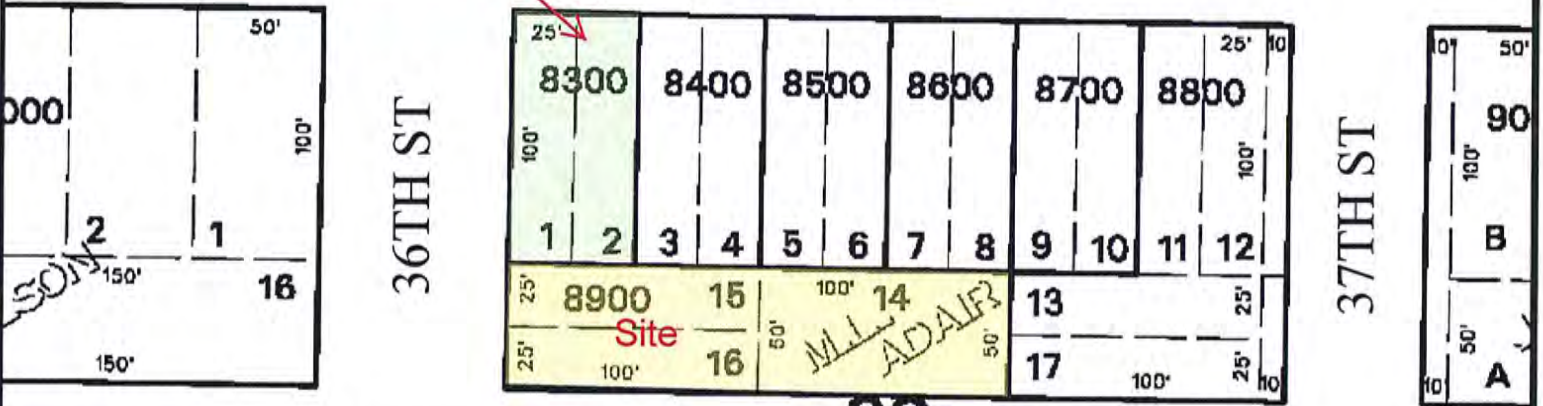
Address:	900 Block, 36 th Street
Map:	T8N R9W Section 9DB, Tax Lot 8900 Lots 14, 15, & 16, Block 68, Adairs Port of Upper Astoria
Size & Description:	10,000 Square Feet, 50' X 200', .23 Acres Access to Adjoining Properties crosses the lot
Zone:	R-2, Medium Density Residential
Access:	36 th Street
Buyer:	Brian K. Woosley & Donna L. Tavares (adjacent owners) 3609 Irving Avenue, Astoria
Asking Price:	\$4,000
Offer:	\$4,000

City of Astoria Property For Sale
 Lots 14, 15, 16, Block 68,
 M.L. Adair Subd., Astoria



Offer by
 Brian Woolsey

IRVING AVE



68

SEE MAP 899



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

COMMUNITY DEVELOPMENT

July 15, 2013

RE: City-Owned Property

900 Block 36th
Map T8N-R9W Section 9DB, Tax Lot 8900
Lots 14, 15, 16, Block 68, Adairs Port of Upper Astoria

50' wide x 200' deep ; 10,000 square feet, 0.23 acres

^{Medium}
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

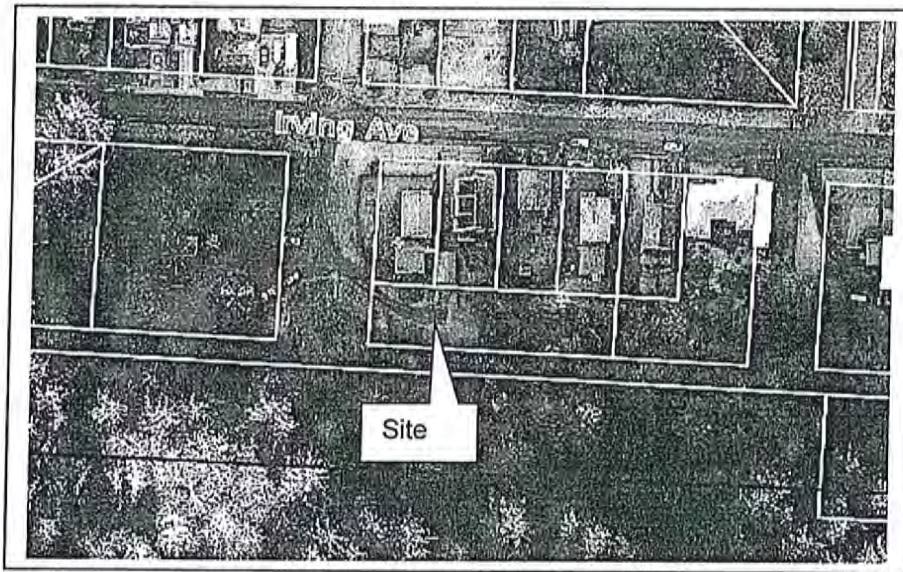
Buildable Lands Inventory: 0.23 acres

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 two single-family dwellings.

The site is within a known geologic hazard area. A geotechnical report would be required. 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.

Irving Avenue is a 60' wide right-of-way improved with roadway and no sidewalks. The 36th Street right-of-way is 60' wide and improved with a driveway accessing the adjacent property to the north. There is a 20' wide platted, unimproved alley to the south of the site. The driveway for 3609 Irving Avenue (Map T8N-R9W Section 9DB, Tax Lot 8300) encroaches onto Lots 15 & 16 and sale to the adjacent property owner should be considered.

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.

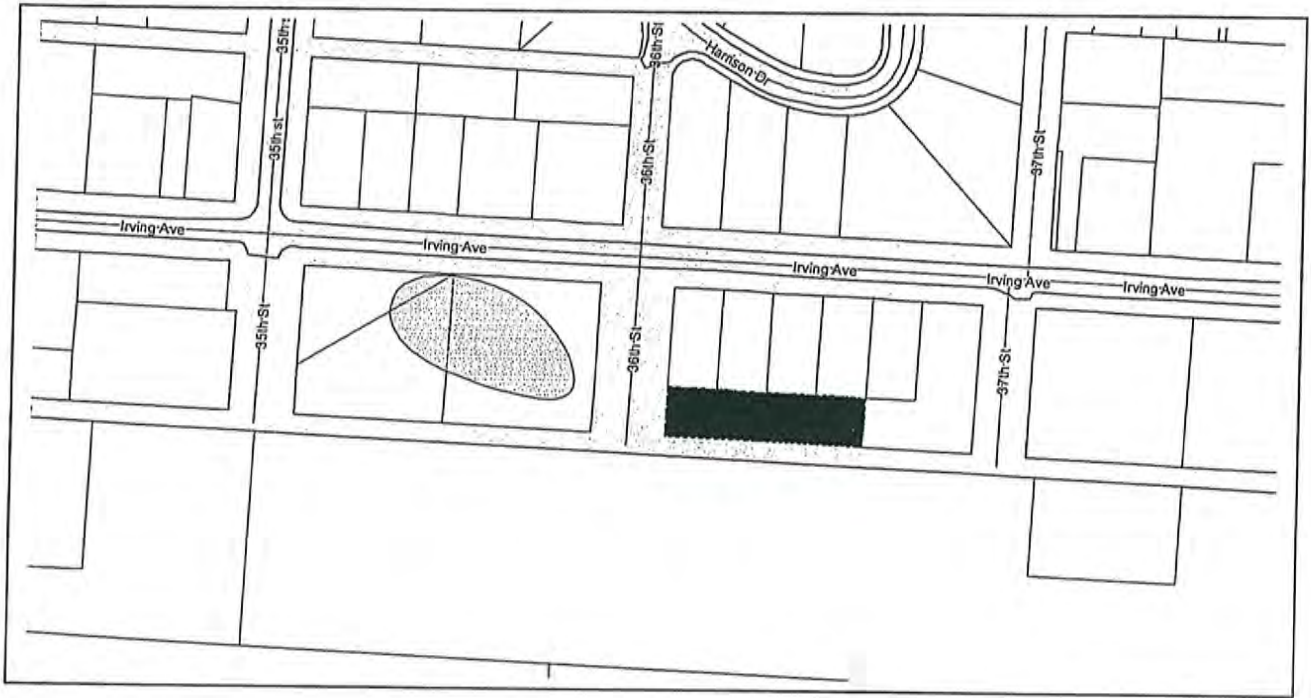
Sincerely,

THE CITY OF ASTORIA

A handwritten signature in cursive script that reads 'Rosemary Johnson'.

Rosemary Johnson
Planner


900 Block 36th Street
Geologic Hazard





June 12, 2014

MEMORANDUM

TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER PRO TEM
SUBJECT: **AUTHORIZE SOLAR GRANT APPLICATION**

DISCUSSION/ANALYSIS

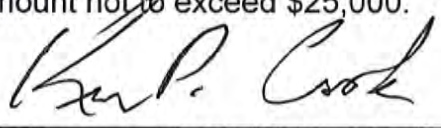
The City has an opportunity to apply for a grant for a solar project at the sewage treatment facility and sewage pump station #1 through the PacifiCorp Blue Sky grant program. These two facilities are the largest users of electricity in the City, utilizing over one million kilowatt hours annually at a cost of over \$100,000 (electrical usage history attached).

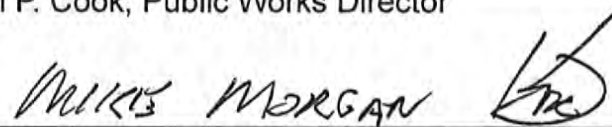
The purpose of the study would be to determine various technical details, such as the availability of optimum solar exposure and space to erect a solar array in the vicinity of the treatment plant and pump station, and if so, if there is a third party investor who would provide the funding for the project. The involvement of a third party investor is necessary because municipalities cannot take advantage of tax credits, which make these projects feasible. Typically, the investor constructs the solar facility at their cost, takes the available tax credits, and develops an agreement so that the City can take advantage of the energy savings. The City of Beaverton is working on a reservoir project using this source of funding (see attached). The City of Cannon Beach is interested in participating, since their sewage treatment plant has a large power load in the summer months when the plant is at full capacity. Energy Trust of Oregon has suggested that an investor may be interested in more than one municipality in order to increase the scale of the project.

There is no match required for the PacifiCorp Blue Sky grant.

RECOMMENDATION

It is recommended that the City Council authorize the City Manager Pro Tem to sign the grant application to PacifiCorp Blue Sky for an amount not to exceed \$25,000.

Submitted By: 
Ken P. Cook, Public Works Director

Prepared By: 
Mike Morgan, Special Projects Consultant

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----- CSS ----- 0
P94598 METERED USAGE HISTORY

Service ID 907907185 001 PS#1 SEWER
Site Addr 4665 BIRCH ASTORIA OR 97103
Agrmt # 09826671 064 002 ASTORIA CITY

Seas

----- Usage Details -----

Mo	T	S	Cyc	Read	Date/Dys	R	KW	KW Usg	KWH	KWH Usg	In
_	06	06	06-06-2014	29	I	2455	196	44199	35840		
_	05	06	05-08-2014	29	I	3006	240	43751	48720		
_	04	06	04-09-2014	28	I	2914	233	43142	48000		
_	03	06	03-12-2014	33	I	3048	244	42542	75280		
_	02	06	02-07-2014	28	I	2809	225	41601	41840		
_	01	06	01-10-2014	30	I	2969	238	41078	42560		
_	12	06	12-11-2013	36	I	2944	236	40546	46720		
_	11	06	11-05-2013	28	I	1818	145	39962	30000		
_	10	06	10-08-2013	29	I	1963	157	39587	41920		
_	09	06	09-09-2013	33	I	1930	154	39063	29120		
_	08	06	08-07-2013	29	I	523	42	38699	25280		
_	07	06	07-09-2013	29	I	2369	190	38383	28320		
_	06	06	06-10-2013	33	I	2853	228	38029	41360		
Average						194		41151			

JUMU V_ View Usg_Dtl_inq Mtr_rdG_his

----- CSS -----
P94598 METERED USAGE HISTORY

Service ID 880734385 001 GENERAL SERVICE
Site Addr SEWAGE LAGOON ALDERBRK ASTORIA OR 97103
Agrmt # 09826671 061 001 ASTORIA CITY

Se

----- Usage Details -----

Mo	T	S	Cyc	Read	Date/Dys	R	KW	KW Usg	KWH	KWH Usg
_	06	06	06-06-2014	28	I	2673	107	211160	41360	
_	05	06	05-09-2014	30	I	2983	119	210126	48800	
_	04	06	04-09-2014	28	I	2968	119	208906	47960	
_	03	06	03-12-2014	33	I	2700	108	207707	52560	
_	02	06	02-07-2014	28	I	2662	106	206393	43240	
_	01	06	01-10-2014	30	I	2588	104	205312	43120	
_	12	06	12-11-2013	36	I	3240	130	204234	52040	
_	11	06	11-05-2013	28	I	3301	132	202933	65200	
_	10	06	10-08-2013	29	I	4322	173	201303	65400	
_	09	06	09-09-2013	33	I	4322	173	199668	98480	
_	08	06	08-07-2013	28	I	3973	159	197206	62600	
_	07	06	07-10-2013	34	I	2049	82	195641	33000	
_	06	06	06-06-2013	29	I	1863	75	194816	26640	
Average			122		52338					

JUMU V_ View Usg_Dtl_inq Mtr_rdG_his

----- CSS ----- 0
P94598 METERED USAGE HISTORY

Service ID 907907185 001 PS#1 SEWER
Site Addr 4665 BIRCH ASTORIA OR 97103
Agrmt # 09826671 064 002 ASTORIA CITY

Seas

----- Usage Details -----

Mo	T	S	Cyc	Read	Date/Dys	R	KW	KW Usg	KWH	KWH Usg	In
_	06	06	06-06-2014	29	I	2455	196	44199	35840		
_	05	06	05-08-2014	29	I	3006	240	43751	48720		
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_	02	06	02-07-2014	28	I	2809	225	41601	41840		
_	01	06	01-10-2014	30	I	2969	238	41078	42560		
_	12	06	12-11-2013	36	I	2944	236	40546	46720		
_	11	06	11-05-2013	28	I	1818	145	39962	30000		
_	10	06	10-08-2013	29	I	1963	157	39587	41920		
_	09	06	09-09-2013	33	I	1930	154	39063	29120		
_	08	06	08-07-2013	29	I	523	42	38699	25280		
_	07	06	07-09-2013	29	I	2369	190	38383	28320		
_	06	06	06-10-2013	33	I	2853	228	38029	41360		
			Average			194		41151			

JUMU V_ View Usg_Dtl_inq Mtr_rdG_his

----- CSS -----
P94598 METERED USAGE HISTORY

Service ID 880734385 001 GENERAL SERVICE
Site Addr SEWAGE LAGOON ALDERBRK ASTORIA OR 97103
Agrmt # 09826671 061 001 ASTORIA CITY

Se

----- Usage Details -----

Mo	T	S	Cyc	Read	Date/Dys	R	KW	KW Usg	KWH	KWH Usg
_	06	06	06-06-2014	28	I	2673	107	211160	41360	
_	05	06	05-09-2014	30	I	2983	119	210126	48800	
_	04	06	04-09-2014	28	I	2968	119	208906	47960	
_	03	06	03-12-2014	33	I	2700	108	207707	52560	
_	02	06	02-07-2014	28	I	2662	106	206393	43240	
_	01	06	01-10-2014	30	I	2588	104	205312	43120	
_	12	06	12-11-2013	36	I	3240	130	204234	52040	
_	11	06	11-05-2013	28	I	3301	132	202933	65200	
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_	07	06	07-10-2013	34	I	2049	82	195641	33000	
_	06	06	06-06-2013	29	I	1863	75	194816	26640	
			Average			122		52338		

Solar is Coming to Sexton Mountain

On January 21, 2014, Beaverton City Councilors will review an option to contract with [Oak Leaf Energy Partners](#) for installing solar equipment on Sexton Mountain Reservoir. The 15-million-gallon reservoir, currently topped by an open grassy space off Murray Boulevard, provides drinking water for about 69,000 Beaverton residents.

The open space where the panels will be installed has been used as an unofficial park by neighboring families with children or dogs, but a 6-foot-tall fence enclosing the large solar panels will replace the grassy expanse.

In October, city officials told the Beaverton Leader that they were looking to put together a 20-year contract with a company to install and operate the solar panels.

Sustainability Manager Cindy Dolezel said turning to solar energy to power reservoir pumps would save the city approximately \$1 million dollars over 35 years, assuming purchase of the system at fair market value in year 20.

Why Solar on Sexton Mountain?

The City of Beaverton was awarded \$355,420.80 by the Energy Trust of Oregon (ETO) to enter into a Power Purchase Agreement (PPA) for a 433 kW solar system on the Sexton Mountain Reservoir.

A solar contractor will use city land to construct an array, in exchange for long term, low electricity costs for water pumping at the site.

The chosen vendor will construct the array, using locally manufactured solar panels, and sell the power generated to the city at a discounted rate. This will result in significant energy savings over the life of the project. Overall savings on utility costs help the city maintain lower water rates for all customers.

This site is one of Beaverton's largest users of electricity, and is the main hub of Beaverton's water infrastructure, costing approximately \$106,000 dollars per year to pump water from the reservoir. Last year, this facility used 1,005,400 kWh of electricity to run its water pumps.

There is an estimated annual savings of \$95,000 in energy costs over the first 20 years. Then the city has the option to purchase the system at fair market value. Assuming purchase, the city expects to save approximately \$66,000 per year on electricity costs for years 21 to 35 totaling over 1 million dollars in savings over the life of the project. The savings will vary depending on the rates and their variance over 35 years. This provides savings in energy costs at the site and helps to keep water rates as low as they can be. At the end of the 20 years, the city can remove the panels, buy them, or extend the agreement.

Contact

green@beavertonoregon.gov
Ph: (503) 526-2545

Quick Links

[2012 Water Quality Report](#)
[Your Water System](#)
[Library Solar Real Time Tracking](#)
[Sustainable Beaverton, City Operations](#)
[Oregonian Article](#)



The reservoir will have real time tracking of the solar array accessible online much like the [real time tracking at the City Library](#).

The solar array on the reservoir:

- Saves the city money
- Generates renewable energy
- Reduces energy costs
- Improves the resilience of a critical city asset
- Reduces city's [greenhouse gas emissions](#)
- Supports the [community vision](#) by implementing green technology

About the Reservoir Project:

There are approximately 16 homes around the site which hosts an underground concrete storage reservoir with a two-layer permeable cap covered by 12" of sand over gravel; it is on city land and is a utility.

PGE has approved the transformer capacity for net metering for this size of solar array.

Land use is already approved for this project with a 6 foot black fence enclosing the panels.

Our emergency staff prefer that this critical asset is fenced in, as it is preferred that our vital city infrastructure is secured.

Cost to city = Negligible

There are minimal capital costs for this investment in our infrastructure, except for staff time, a minor engineering study to verify weight limits, and standard marketing and program materials as needed.

A note - solar panels often operate around 90% efficiency after 25 years, degradation is usually at a very minimal rate.

Timeline

2013 September/October

1. Create internal Solar TEAM
2. Prepare RFP
3. Discuss with Council— one on ones
4. Send out RFP
5. Review projects
6. Begin outreach

2013 November/December

7. Negotiate Terms with selected vendor
8. Final vendor selection
9. Submit final plan to ETO for approval
10. Council approval of final plan and acceptance of funds from ETO

2014 January to May

11. Project construction begins January 2014
12. Completed by May 2014

How a Power Purchase Agreement (PPA) works:

- The city licenses its land to a solar vendor to build a specified solar system on that land. The system will be paid for, maintained, and installed by the vendor chosen through a competitive bidding process.
- The city gets credits for the power produced by that solar system off of its bill from PGE.
- The city pays the solar vendor for the energy credits at lower electricity rate than PGE. This reduced rate saves the city on energy costs over 25 years
- At the end of the PPA, the city can purchase the panels (at a very low price), or have them removed, or extend the PPA - resulting in additional discounted power.

This project is expected to reduce emissions by generating clean energy:

- 1,373,460 lbs. of CO₂ per year (a leading cause of climate change)
- 2,276 lbs. of NO_x per year (a leading cause of smog)
- 3,339 lbs. of SO₂ per year (a leading cause of acid rain)
- 176 lbs. of particulates per year (a leading cause of asthma)

