
AGENDA

ASTORIA CITY COUNCIL MEETING

July 1, 2013

**Immediately Follows Budget Committee Meeting
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) Swearing in of Deputy Chief Gascoigne
 - (b) Department of Geology & Mineral Industries (DOGAMI) regarding New Tsunami Maps
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 6/17/13
 - (b) Boards and Commission Minutes
 - (1) Budget Committee Meeting of 4/24/13
 - (2) Budget Committee Meeting of 4/25/13
 - (3) Library Board Meeting of 5/28/13
 - (c) Contract for Professional Human Resources Services with Xenium (Finance)
 - (d) 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)
 - (e) Authorization to Purchase One Mower for Ocean View Cemetery (Parks)
 - (f) LUBA Appeal from Sandra Savage regarding Property at 4050 Abbey Lane (City Attorney)
7. **REGULAR AGENDA ITEMS**
 - (a) Tourism Promotion Program (Finance)
 - (b) CSO Program Hydraulic/Hydrologic Modeling Support – Contract for Professional Services (Public Works)
 - (c) Authorization to Award Contract for Pipeline Road Water Line Project (Public Works)
 - (d) Astoria Senior Center – Contract for Architectural Services (Community Development)
 - (e) Pay Adjustment #3 – Completion of Garden of Surging (Community Development)
 - (f) Pedestrian Crosswalk Flag Pilot Program (Public Works)
8. **NEW BUSINESS & MISCELLANEOUS, PUBLIC COMMENTS (NON-AGENDA)**
 - (a) Change First Meeting Date in September, 2013
9. **EXECUTIVE SESSION**
 - (a) ORS 192.660(2)(d) – Labor Negotiation Consultations

<p>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 LAMPI, CITY MANAGER'S OFFICE, 503-325-5824.</p>



June 28, 2013

MEMORANDUM

TO: ASTORIA CITY COUNCIL

FROM:  PAUL BENOIT, CITY MANAGER

SUBJECT: ASTORIA CITY COUNCIL MEETING OF JULY 1, 2013

PRESENTATIONS

Item 5(a): Swearing in of Deputy Chief Gascoigne

The Mayor will swear in Paul Gascoigne as the Deputy Chief for the Astoria Fire Department.

Item 5(b): Department of Geology & Mineral Industries (DOGAMI) regarding New Tsunami Maps

Staff from DOGAMI will be in attendance to make a presentation regarding the new tsunami maps for our area.

CONSENT CALENDAR

Item 6(a): City Council Minutes

The minutes of the City Council meeting of June 17, 2013 are enclosed for review. Unless there are any corrections, it is recommended that Council approve these minutes.

Item 6(b): Boards and Commission Minutes

The minutes of the (1) Budget Committee meeting of 6/24/13, (2) Budget Committee meeting of 6/25/13, and (3) Library Board meeting of 5/28/13 are enclosed. Unless there are any questions or comments regarding the contents of these minutes, they are presented for information only.

Item 6(c): Contract for Professional Human Resources Services with Xenium Resources, Inc. (Finance)

With the retirement of Human Resources (HR) Administrator Carolyn Kendrick in 2011, the City Manager, with the Council support, reorganized the HR functions of the City, whereby the more routine, administrative HR functions were redistributed to existing staff, with primary responsibilities going to Mark Carlson, Finance Director and to Julie Lampi, Executive Secretary to the City Manager. The higher level services were met through a contract with Xenium, a private sector HR consulting and services company based in the Portland Metro area. City Attorney Henningsgaard has reviewed and approved the proposed contract. It is recommended that Council renew the contract with Xenium Resources, Inc.

Item 6(d): 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)

The Astoria Regatta Association (Association) is requesting the use of the east portion of Heritage Square located at 1153 Duane Street, and the closure of 12th Street between Duane and Exchange Streets to accommodate Astoria Regatta events. The time frame for the lease would be for Saturday, August 10, 2013, from 6:00 a.m. to 4:00 p.m. Events include a barbeque, vending of craft beer, and live music. It is requested that the Heritage Square site be leased for \$1.00. It is recommended that Council approve the Lease Agreement with the Astoria Regatta Association for use of the east portion of Heritage Square located at 1153 Duane Street, and the closure of 12th Street between Duane and Exchange Streets, to accommodate the Regatta events scheduled for Saturday, August 10, 2013, for a total sum of \$1.00.

Item 6(e): Authorization to Purchase One Mower for Ocean View Cemetery (Parks)

The Parks and Recreation Department is requesting authorization to purchase a new mower, with a 74 –inch cutting deck for the care and maintenance of Ocean View Cemetery. The new equipment will replace four smaller capacity mowers that are each over 20 years old and no longer reliable. With this larger mower, staff will be able to complete the mowing of Ocean View Cemetery property more frequently and efficiently. Three quotes have been solicited for a Walker Mower, model MBS 29-HP EFI with a 74-inch cutting deck from three dealerships. The quotes are as follows:

Mid Valley Tractor, Eugene, Oregon	\$14,459
Chinook Sales, Longview, Washington	\$13,733
Clatsop Power Equipment, Astoria, Oregon	\$12,096

It is recommended that Council approve the purchase of one Walker Mower, model MBS 29-HP EFI, with a 74-inch cutting deck, from Clatsop Power Equipment. There are sufficient funds in Cemetery Fund 325 to cover the purchase.

Item 6(f): LUBA Appeal from Sandra Savage regarding Property at 4050 Abbey Lane (City Attorney)

On June 24, 2013, Sandra Savage filed a notice of intent to appeal the City Council's decision allowing for a zone change from GI (General Industrial) to S-2A (Tourist-oriented Shoreland) for property located at 4050 Abbey Lane. This property is adjacent to the two Cannery Loft condominium units. Although the City of Astoria is the named defendant in this proceeding, the City general declines to participate in LUBA appeals. If the applicant, Cannery Loft Holdings LLC wishes to contest the appeal, the normal procedure is for the applicant to intervene and file a brief LUBA appeal. The alternative is for the City to file its own LUBA brief. It is recommended that Council authorize the City Attorney to waive further appearance in the Land Use board of Appeals.

REGULAR AGENDA ITEMS

Item 7(a): Tourism Promotion Program (Finance)

This item was discussed during the Astoria Budget Committee meeting under Item 4(a). Based on the recommendation of the Budget Committee, it is recommended that the City Council either adopt the Tourism Promotion Program as presented, or provide direction to staff to modify the draft program.

Item 7(b): CSO Program Hydraulic/Hydrologic Modeling Support – Contract for Professional Services (Public Works)

In April 2012, Council authorized a contract for CSO Modeling Support Services to HDR with the option of annual renewal of this contract. During the past year, HDR has updated and refined the CSO collection system model, identified additional monitoring needs to further characterize flows for future projects, completed necessary documentation to submit to the Department of Environmental Quality (DEQ) to verify implementation of projects in Phases 1, 2 and 3, and developed a preliminary scope for the first project in Phase 4. HDR has provided a scope of work and estimated budget of \$105,077 for June 2013 through June 2014. Staff has reviewed the scope and fee and has found the proposal to be appropriate and reasonable. It is recommended that City Council renew the contract for CSO Modeling Support Services with HDR for a total not to exceed amount of \$105,077. Funds are available through the CSO Fund.

Item 7(c): Authorization to Award Contract for Pipeline Road Water Line Project (Public Works)

On April 1, 2013, City Council authorized bid advertisement for this project. The project will reroute a section of existing 21" diameter water transmission main around a geologically sensitive area. The project is currently being advertised and bids will be received on July 11, 2013. Due to scheduling challenges in July with the cancellation of the Council meeting on July 15th, and a funding deadline of September 30, 2013, Staff is requesting pre-authorization to execute a construction contract with the lowest responsible bidder upon receipt of bids if the low bid is within the project budget.

On April 18, 2011, City Council approved an Infrastructure Contract with Oregon Emergency Management (OEM). It will provide up to \$247,046 for construction with a City match of 25%. A summary of the anticipated construction budget is shown below.

Item	Budget Estimate
Project Cost Estimate	\$195,000.00
Project Contingency (10%)	\$ 19,500.00
Construction Staking Services	\$ 3,750.00
Total =	\$218,250.00

Staff recommends that the maximum bid acceptable should not exceed \$215,000. If the lowest bid exceeds this amount, staff will review funding options and recommend course of action to the Council.

It is recommended that City Council authorize the City Manager to award a construction contract to the lowest responsible bidder for the Pipeline Road Water Main Project if the bid is within the available project funding.

Item 7(d): Astoria Senior Center – Contract for Architectural Services (Community Development)

In March 2013, the City of Astoria received a Community Development Block Grant for renovation of the Astoria Senior Center. As a part of the grant, a total of \$115,000 was included for architectural services. At the May 6, 2013 City Council meeting, the Council authorized staff to issue a Statement of Qualifications for architectural services. Ten firms responded. On June 6th a committee consisting of Senior Center staff, Senior Center representatives, and City staff evaluated proposals from the architectural firms. It was unanimously agreed that the best qualified firm was Scott Edwards Architecture LLP, (SEA), a firm from Portland. It is recommended that the Council approve the proposed contract with Scott Edwards Architecture LLP in the amount of \$115,000 for architectural services for the Senior Center renovation.

Item 7(e): Pay Adjustment #3 – Completion of Garden of Surging (Community Development)

On June 4, 2013, an extremely successful Garden of Surging Waves fundraiser, co-sponsored by Mayor Van Dusen and Jordan Schnitzer, was held at Mr. Schnitzer's residence in Portland. A number of individuals attended and a total of \$437,000 was raised. Following the fundraiser, City staff and the Garden of Surging Waves contractor Robinson Construction began negotiating a contract amendment to complete the project.

On February 19, 2013, City Council authorized the award of a construction contract to Robinson Construction Company in the amount of \$798,498 for the first sequence of the Garden of Surging Waves. Two pay adjustments have been processed to date totaling \$16,202.83 bringing the current contract amount to \$814,700.83. This last pay adjustment, totaling \$571,539.03, will allow for all remaining sequences to be implemented, bringing the full project scope to completion.

It should be noted that this pay adjustment also includes engraving for the pavers, plaques and donor screen. As additional donors continue to make contributions and the specific wording on the donor panel is refined, the allocation for engraving may be further refined (up or down). Randy Robinson, owner of Robinson Construction, in addition to making a donation to the project, has graciously offered to cover any unexpected contract amendments associated with construction of the remaining sequences (excluding engraving). It is recommended that the City Council authorize Pay Adjustment #3 in the amount of \$571,539.03 with Robinson Construction for completion of the Garden of Surging Waves.

Item 7(f): Pedestrian Crosswalk Flag Pilot Program

City staff has received and analyzed approximately 23 hours of video footage of the pedestrian crosswalks at 10th and Commercial and 10th and Marine Drive where pedestrian flag stations had been established for a pilot project. The Oregon Department of Transportation (ODOT) provided the video equipment and processed the data for the City. It should be noted that the video was taken during a period when a cruise ship was in town. This was advantageous to the study since the cruise ship provided a larger number of pedestrian visitors. Based on results from the video, staff has calculated an average flag use rate of around 6%. We would hope for a much higher use rate in the 40-50% range. Based on recent conversations with ODOT, they are not seeing any benefit to the use of pedestrian flags on a statewide basis. There are even opinions that the use of flags may create a false sense of security for pedestrians. The results of the video research was presented to the Traffic Safety Committee on June 25, 2013, and after discussion, the

Committee unanimously voted to recommend that City Council discontinue the pedestrian flag program. It is recommended that Council accept the recommendation of the Traffic Safety Committee and direct staff to discontinue the crosswalk flag pilot program.

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

Item 8(a): Change First Meeting Date in September, 2013 (City Council)

Astoria City Hall will be closed on Monday, September 2, 2013, due to the Labor Day holiday; therefore, the first Council meeting in September will need to be changed. Past practice has been to hold the Council meeting on the following day, which in this case will be Tuesday, September 3, 2013.

EXECUTIVE SESSION

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

The City Council will recess to executive session to consult with members of its labor contract negotiating team.

MANAGER\AGENDA\AGENDA MEMO 7-1-13.DOC

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

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FOR THIS AGENDA ITEM**

CITY OF ASTORIA

Liberty Theatre – McTavish Room
June 17, 2013

CITY COUNCIL JOURNAL OF PROCEEDINGS

A regular meeting of the Astoria Common Council was held at the above place at the hour of 7:07 p.m.

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

Staff Present: City Manager Benoit, Police Chief Curzon, Parks and Recreation Director Cosby, Finance Director Carlson, Fire Chief Ames, Planner Johnson, Community Development Director Estes, Library Director Tucker, and Public Works Director Cook. The meeting is recorded and will be transcribed by ABC Transcription Services, Inc.

REPORTS OF COUNCILORS:

Item 3(a): Councilor Warr reported that he took a ride on the Coast Guard Cutter *Alert* at Port Docks, along with Councilors Mellin and Herzig and several Staff members to the 17th Street Pier, which is a wonderful facility that he feels strongly about. On the Wednesday and Thursday evenings, the City hosted a public input session for the Transportation System Plan (TSP) update. Two meetings were held at the Liberty Theatre in the McTavish Room and one meeting at City Hall. The purpose of the meetings was to gain insight from the community on how they would like the transportation system to look over the next 20 years. The City received a lot of good information.

Item 3(b): Councilor LaMear reported that she spent two weeks in Utah visiting her first grandchild, and Idaho where she lived as a child. Her father mapped much of Idaho for the Geological Survey. She visited Burgdorf Hot Springs, Idaho, where she learned to swim at the age of eight. While on her trip, she took pictures of ideas that she believed would work in Astoria. She noted a sign displayed in Sandpoint, Idaho that read "Sandpoint is a Walking Town. Please stop for Pedestrians." She suggested the City consider installing this sign at both ends of town so people are more aware of pedestrians in Astoria.

Item 3(c): Councilor Herzig reported that his ride on the Cutter *Alert* was interesting. The ribbon cutting ceremony at the 17th Street Dock will take place on Thursday June 20, 2013 at 11:00 a.m. He hosted his monthly Meet the Councilor session on Friday, where one of the discussions regarded how citizens can inform themselves on issues to be decided upon at public hearings. He suggested the City send out advanced notices about public hearings. It is difficult to learn about the issues by using the agenda posted on the City's website.

Item 3(d): Councilor Mellin reported that she attended two of the TSP meetings where there was a lot of public input on one-way and two-way streets. Community Development Director Estes did an excellent job moderating the discussion. She believed all of the attendees left the meeting satisfied that they were heard and that their input was taken into consideration.

Item 3(e): Mayor Van Dusen reported that part of his duty as Mayor is to serve as the President of the Astoria Riverfront Trolley Association. City Council announced at its last meeting that the trolley has had 500,000 passengers. This week a new rookie motorman, Drew Herzig, received the highest grade of any beginning motorman in the history of the Astoria Trolley. The trolley has operated the same way for 100 years.

Mayor Van Dusen introduced Tom Freel, KAST; Terry Wilson, KMUN; Chelsea Gorrow, *The Daily Astorian*; and Alex Pajunas, *The Daily Astorian*. He noted that Mr. Pajunas recently won the Outstanding Professional Photographer for Newspapers Award. The award candidates are chosen from a five state award.

City Manager Benoit introduced the department heads in attendance at the meeting.

CHANGES TO AGENDA: No changes.

CONSENT CALENDAR:

The following items were presented on the Consent Calendar:

5(a) City Council Minutes 5/20/13

- 5(b) City Council Minutes 6/3/13
- 5(c) ABC Transcription Services, Inc., Contract Renewal (City Manager)
- 5(d) Salary Resolution Establishing Basic Compensation Plan Wage Adjustment for the General/Parks Employees and Public Works (Finance)
- 5(e) Astoria Riverfront Trolley Barn Lease (City Manager)
- 5(f) Authorization to Award 2013 Maintenance Patching Contract (Public Works)
- 5(g) Contract for Exchange of Property with Jim Neikes (Public Works)**

Councilor Herzig requested Item 5(g) removed from the Consent Calendar for further discussion.

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

Councilor Herzig explained the property owned by Jim Neikes is located at the end of Williamsport Road on Front Street. The City would like to acquire this property because the street must be widened at this location to accommodate the sports center. The property is being traded for a parcel of land on the south side of West Kensington. He requested this item be removed from the Consent Calendar because he plans to vote against the exchange.

Mayor Van Dusen called for anyone wanting to address City Council on the contract for exchanging property with Jim Neikes to come forward.

Dolores Skillstad, 2394 SE Front Rd., Williamsport, requested that the item be removed from the Consent Calendar for a short time because she did not believe the Council does not have all of the information necessary to make a decision on this contract. Some of the facts are not as stated. She owns property near Mr. Neikes' property.

Director Estes stated that all of the properties owned by Mr. Neikes have been verified by Clatsop County. Ms. Skillstad stated they are not all in the town of Williamsport. The map misstated the boundaries lines of Williamsport. She just received the map and would like more time to [inaudible]

Councilor Herzig explained he planned to vote against the contract because the City-owned property to be exchanged is an unofficial urban forest. In 2012, this property and adjoining City-owned property was proposed to be sold to developers, which was opposed by the public. At that time, people wanted the land to remain intact and that the land would be offered as a complete property. Selling these properties off by parcels is objectionable and he believed the public may be opposed to this exchange.

Mayor Van Dusen asked if this property was previously brought before City Council. City Manager Benoit answered no. City Council was presented with a proposal regarding a property located west of the Latter Day Saints Church, which is not part of or adjacent to the property to be exchanged.

Community Director Estes reiterated that all of the properties are within the City of Astoria and are owned by Jim Neikes, as verified by Clatsop County.

Councilor LaMear asked Ms. Skillstad about her objections. Ms. Skillstad stated she just received the map that day, so [inaudible] Williamsport became a certified town. She has the same problem with her own property. All of the tideland attached to Williamsport, Blocks 30, 29, 28, 27 and 26, are reserved to the town of Williamsport. Property owners who own properties adjacent to these blocks own the waterfront lots. The titles are deeded. At the time Mr. Neikes purchased the property from what they call is the County, the County did not own the property. Consequently, this needs to be researched further. There is a long history of inaccurate facts, which need to be straightened out now before the issue gets worse. She has the documents to verify the facts, but no one will look at them. This needs to be fixed.

Mayor Van Dusen confirmed that Ms. Skillstad has documents stating that Mr. Neikes' property is not in the City of Astoria, but resides in the City of Williamsport. Ms. Skillstad answered that is part of it, but added that Block 30, which will probably be affected by the widening of the roads, is in Williamsport and never belonged to the County. The City cannot sell this property to Mr. Neikes. Williamsport has never been legally annexed into the

City of Astoria, according to the Secretary of State. This contract passes private property that is claimed to be City-owned and County-owned to Mr. Neikes, who may or may not legally own the property. She has the same problems with her property. The County map is not correct. She has documents dating back to 1865, which reference Plat 0028. This Plat map could not be found at the County records office. This needs to be researched further and should not be swept under the rug. The problem could continue for generations, as it already has.

Mayor Van Dusen stated he planned to vote for the contract and explained that this dispute between Ms. Skillstad and the City and County has been ongoing for a long time. City Staff has always maintained that the property is within the city limits of Astoria. He believed the City should move forward with the exchange of properties.

City Council Action: Motion made by Councilor Mellin, seconded by Councilor Warr, to approve Items 5(g) of the Consent Calendar. Motion carried 4 - 1. Ayes: Councilors Warr, Mellin, LaMear and Mayor Van Dusen. Nays: Councilor Herzig.

REGULAR AGENDA ITEMS

Item 6(a): Resolution Adopting 5-Year Update to the Pre-Disaster Mitigation Plan Addendum (Community Development)

In October 2008, the City of Astoria, in partnership with Clatsop County and Columbia River Estuary Studies Task Force (CREST), developed a Pre-Disaster Natural Hazards Mitigation Plan and City of Astoria Addendum. The purpose of the Plan was to increase the County's and City's resilience to natural hazards that could affect the region including earthquakes, floods, droughts, landslides, coastal erosion, tsunamis, windstorms, winter storms, wildfires and volcanoes. Staff was recently notified by the County that FEMA requires a five-year review and update of the County's Plan and recommends that the City Addendums also be updated if modifications are needed. If no modifications are required, cities would still need to readopt the Addendum by Resolution.

Staff from the Community Development, Public Works, Engineering, Police, Fire and Parks Department have reviewed the Addendum Plan and developed recommendations for updates to the Plan. A copy of the Astoria Addendum with tracked changes is attached along with a quick reference list of the proposed changes. Proposed changes include updates to statistics such as number of buildings in flood zones, census data, Parks facilities, buildings that have been seismically upgraded, and noting mitigation action items that have been completed. A draft resolution to adopt Astoria's Addendum is attached to the memo. Clatsop County will follow a separate process to adopt their overriding plan. Upon adoption of the Addendum, City Staff will forward the approved resolution to the County for inclusion in the final County-wide draft to FEMA so that their final approval process can proceed. Staff recommends that City Council adopt the attached resolution formally adopting the updates to the Astoria Pre-Disaster Natural Hazards Mitigation Plan Addendum.

City Council Action: Motion made by Councilor LaMear, seconded by Councilor Warr to adopt the attached resolution formally adopting the updates to the Astoria Pre-Disaster Natural Hazards Mitigation Plan Addendum. Motion carried unanimously. Ayes: Councilors LaMear, Warr, Herzig, Mellin and Mayor Van Dusen; Nays: None.

Item 6(b): Resolution Implementing Water Rates (Public Works)

Item 6(c): Resolution Implementing Sewer Rates (Public Works)

The Public Works Fund budget, approved by the Budget Committee on April 25, 2013 and by City Council on June 3, 2013, provides for increases in rates and fees for water and sewer services. The rate adjustments are as follows: a water rate increase of 2%, a sewer rate increase of 2% and a sewer surcharge increase of 4%. Two resolutions have been prepared to implement the proposed rate changes. It is recommended that City Council consider adopting the proposed Water and Sewer Resolutions implementing rate adjustments for fiscal year 2013 -14.

City Manager Benoit addressed both items together, noting that the CSO surcharge is tied to debt service payments that the City must make to repay the funds borrowed to do this work. This City is not obligated to pay back funds until projects are completed. Another adjustment will be proposed for fiscal year 2014 – 2015 to pay for debt service on the currently ongoing project.

Councilor Herzig stated he plans to vote against the rate adjustments, but realizes the City must repay its debt. He is concerned that Astoria will become unaffordable for people of middle, fixed, or low incomes and suggested the City consider creating a fund for utility payment assistance. As rates continue to increase, people may be forced to give up their homes or move.

Councilor Mellin noted the Community Action Team has a fund to assist with utility payments. The Women's Resource Center often receives funds from FEMA to help people supplement their water bill payments.

Mayor Van Dusen called for anyone wanting to address City Council on the rate increases to come forward.

Rachell Straniello, 374 Klaskanine Ave., Astoria, asked how many years this rate increase would remain in effect. City Manager Benoit replied the project should be complete in 2020 as the City is about 10 years into this 20-year project. Ms. Straniello asked if the increases would be rolled back in 10 years when the project is complete. City Manager Benoit responded the surcharge is used only to pay debt service on the CSO project. When the debt service is paid, it will be removed from the bill. The last CSO project will be completed by 2020, but the debt service will continue for some time. There will be no increases after 2020 because the work will be complete. Finance Director Carlson stated that the terms on borrowed funds were 20 years from the beginning of the program. The City is halfway through paying for many of the projects that started at the beginning. City Manager Benoit said the CSO surcharge would begin decreasing in about 10 years, when the early projects begin to be paid off. In the mean time, the CSO surcharge will continue to increase in order to pay debt service.

Councilor Warr recalled that original projections estimated surcharge increases would abate at around 2017. City Manager Benoit replied the project currently underway is the most expensive project. By about 2016 or 2017, the surcharges will peak and begin to decline after that.

Peter Roscoe, 857 Florence, Astoria, asked if the City was required to make some increases in order to qualify for certain low interest loans. City Manager Benoit replied that is correct and explained that the rate increase in 2012 was required by the State and Federal governments, who believed the City's rates were too low, compared to the national average, to qualify for low interest loans. The City is receiving loan money at 1%, 2% and 3% interest, but had to increase rates to a certain level to qualify for those rates and the City met those qualifications last year, so there would be no more federally mandated increases. Rates are now being adjusted to pay debt service.

City Council Action: Motion made by Councilor Warr, seconded by Councilor LaMear to adopt Resolution No. 13, the water resolution establishing rules, regulations and implementing rate charges and conditions for fiscal year 2013-14. Motion carried 4 - 1. Ayes: Councilors LaMear, Warr, Mellin and Mayor Van Dusen; Nays: Councilor Herzig.

City Council Action: Motion made by Councilor Mellin, seconded by Councilor Warr to adopt the Sewer Resolution implementing rate adjustments for fiscal year 2013-14. Motion carried 4 - 1. Ayes: Councilors LaMear, Warr, Mellin and Mayor Van Dusen; Nays: Councilor Herzig.

Item 6(d): Resolution Appropriating Expense and Unanticipated Revenue Adjustments
(Finance)

As the end of FYE June 30, 2013 approaches, it is important that proper appropriations have been made for all funds. The attached resolution accomplished that by making appropriation adjustments for Funds that had unanticipated expenses and resources during the last year. The following items of revenue need appropriation: 17th Street Dock Fund \$1,650,000 and Landfill Reserve Fund \$41,040. The following items of expense need appropriation: Municipal Court \$5,000 for personnel services; General Fund Transfer to Parks Operations \$155,000; Capital Improvements Capital Outlay \$85,000; Emergency Communications Personnel Services \$30,000; 17th Street Dock Capital Outlay \$1,650,000; Landfill Reserve Capital Outlay \$41,000; and General Fund Transfer \$44,500 to the Unemployment Fund. It is recommended that City Council adopt the proposed resolution appropriating these funds.

City Council Action: Motion made by Councilor LaMear, seconded by Councilor Herzig to adopt the Resolution Appropriating Expense and Unanticipated Revenue Adjustments for FYE June 30, 2013. Motion carried unanimously. Ayes: Councilors LaMear, Warr, Herzig, Mellin and Mayor Van Dusen; Nays: None

Item 6(e): Building Code Services Contract for Fiscal Year 2013 - 2014 (Community Development)

City Council previously approved a contract with Jim Brien, Combined Inspection Services, Inc., for plumbing inspections as well as vacation and emergency coverage. The contract will expire at the end of June 2013. Mr. Brien has provided excellent service over the past year and it is proposed that the contract be renewed for the 2013 – 2014 fiscal year. A contract in an amount not to exceed \$15,000 is attached to the memorandum. The contract has been reviewed as approved as to form by City Attorney Henningsgaard. It is recommended that City Council approve the attached contract with Combined Inspection Services, Inc. for a not to exceed amount of \$15,000 to provide inspection services for the 2013 – 2014 Fiscal Year.

Councilor Herzig asked if vacation and sick day coverage was for City employees. City Manager Benoit stated that Mr. Brien works for an hourly fee to cover when Inspector Jack Applegate is out.

City Council Action: Motion made by Councilor Warr, seconded by Councilor Mellin to approve a contract with Combined Inspection Services, Inc. for a not to exceed amount of \$15,000 to provide inspection services for the 2013 – 2014 Fiscal Year. Motion carried unanimously. Ayes: Councilors LaMear, Warr, Herzig, Mellin and Mayor Van Dusen; Nays: None

Item 6(f): City Council Meeting on July 15, 2013

Due to scheduling conflicts, the City Council meeting scheduled for July 15, 2013 will not be held.

City Manager Benoit stated the only Council meeting scheduled in July would be July 1st. The next regular City Council meeting would be held on Monday, August 5, 2013.

Item 6(g): Proclamation Dedicating the Paulson Pavilion and Congratulating the Board of Directors of Liberty Theatre Restoration, Inc. on Completion of the Liberty Theatre Restoration Project

This proposed resolution dedicates the Paulson Pavilion and congratulates the Board of Directors of Liberty Restoration, Inc. on completion of the Liberty Theatre Restoration Project. It is recommended that City Council adopt the resolution.

Mayor Van Dusen noted that Eric Paulson, son of Will Paulson, graduated from Astoria and attended the University of Oregon with plans to become an attorney. He left college to tend to a family emergency and run the family business, Lektro, which is now a world power. The Lektro facility in Warrenton is one of the largest employers in the county. Lektro conducts a lot of international business. Many people have advised Mr. Paulson to move his facility closer to rail or shipping ports, as it would be more economically feasible. Mr. Paulson is very loyal to Astoria and he made a personal gift to finish the addition at the Liberty Theatre.

Mayor Van Dusen read the proclamation dedicating the Paulson Pavilion and congratulating the Board of Directors of Liberty Theatre Restoration, Inc. on completion of the Liberty Theatre Restoration Project. He presented the signed proclamation to Cheri Folk. City Council, Board members, Staff, Mr. Paulson and other members of the community participated in the ribbon cutting ceremony.

Cheri Folk thanked Mr. Paulson and the City of Astoria for their support. She explained the City has been supportive from the beginning when the Liberty Theatre was just a non-profit group trying to acquire a building. To begin this restoration project, the theatre asked for support and \$386,000 from the City of Astoria and the Astor East Urban Renewal District. The City's investment led to funding from other granting agencies. The theatre was a month ahead of their deadline to acquire matching funds for these grants. Mr. Paulson and his family donated funds that allowed the theatre to meet their match obligations. This project was possible because of every person who donated and the City of Astoria. The number of people attending this meeting is an indication of the support that the community gives to the Paulson Family and the Liberty Theatre. She introduced Liberty Theatre Board members President Betty Smith, Vice President Diane Barker Sayce, Larry Popkin, Christine Lolich, Don Accuardi, and Willis Van Dusen. Hal Snow was a former board member and Peter Roscoe volunteered to help design the kitchen.

Liberty Board of Directors President Betty Smith presented each City Council member and Peter Roscoe with honorary named seats and thanked the City for its ongoing support

Mayor Van Dusen read a statement regarding the honorary named seats. He stated the City is proud of the theatre and facility. Many small town theatres are no longer used. Had the community not come together as a team, many activities that occur at the theatre would not be possible.

Ms. Folk stated this is a legacy to the community and especially to the Paulson Family. She thanked everyone who participated in the project and noted that a publication would include the names of every person who participated. Hampton and Affiliates and the Warrenton Mill donated all of the framing wood. When they found out the wood would be used for the theatre, they sorted out the best wood and rounded the edges of the 2 by 4s. The theatre is please to honor the Paulson Family by naming the pavilion after them, as they have been supportive of the community.

Eric Paulson, 195 W. Kensington, Astoria, stated the room was fitting for his family. His great aunt played the piano at the theatre when it was a vaudeville theatre and his parents had their first kiss at the theatre. Steve Forrester and Cheri Folk originally wanted a complex, not just a theatre. The theatre is a cornerstone for Astoria. He is proud to see buildings in the downtown area being restored and redeveloped. He was honored to have the room named after his family.

NEW BUSINESS & MISCELLANEOUS, PUBLIC COMMENTS

There were no comments.

ADJOURNMENT

There being no further business, the meeting was adjourned at 7:55 p.m.

ATTEST:

APPROVED:

Finance Director

City Manager

The first meeting of the City of Astoria 2013-14 Budget Committee was held at the above place at the hour of 7:00 p.m.

Committee Members Present: Mayor Van Dusen, City Councilors Mellin, LaMear, Warr, and Herzig, Richard Hurley, Kera Huber, Kathleen Sullivan and Laura Leebrick. Loran Mathews was excused.

Staff Present: City Manager Benoit, Finance Director Carlson, Director Estes, Police Chief Curzon, Fire Chief Ames, Park Director Cosby, Interim Parks Director Moss.

The meeting was called to order by Chair Leebrick.

Budget Committee Review Schedule
Review of City of Astoria Departments/Funds for FYE 6/30/14

BUDGET MESSAGE

- a. City Manager's Opening Comments and Budget Message

[Audio recording begins here]

City Manager Benoit presented a brief overview of the proposed 2013-2014 Budget and its key funds, noting that last year's balanced budget resulted from a reduction in spending and drawing about \$69,000 from the City's reserves. For Fiscal Year (FY) 2013-14, expenses again exceed revenue; however the deficit is approximately \$220,000. PERS rates have increased significantly, by about 20 percent, resulting in about \$130,000 in added expense. Other factors include medical insurance costs, property tax revenues increasing at lower rate, and the increased cost of materials. Looking forward, the City will continue to see expenses exceeding revenue. Maintaining a healthy reserve fund balance is critical to cover expenses in the interim before property taxes come in and for the City to address emergencies. Through a combination of reductions, the proposed balanced budget does not draw down the City's reserves. Key reductions include replacing three full-time employee positions in the fire, finance and building departments with part-time positions, making no cost-of-living adjustment for employees, and reducing the overtime forecasted for the police department. He explained that PERS rates are set by the State of Oregon for the entire population of public employees, both retired and retiring. Income needs are calculated and the rates set according to the projected interest earnings from investments. This rate does not change what current employees get or what their retirement will look like, but the rates are established to keep the entire system solid. With the adjustments made this year and PERS rates not being adjusted until FY 2016-17, the City will be well positioned for the 2014-15 budget with a projected contingency of \$1.4 million, approximately 18 percent of the City's budgeted expenses. Generally, a 12 to 20 percent contingency is desired.

City Manager Benoit and Finance Director Carlson responded to clarifying questions from the Budget Committee regarding property tax collections and projections, the Landfill Reserve Fund and Promote Astoria Fund, as well as the City's current long term debt.

PUBLIC HEARING ON CITY OF ASTORIA BUDGET AS PROPOSED

Chair Leebrick opened the public hearing on the proposed City of Astoria 2013-2014 Budget at approximately 7:42 p.m. and called for public comment. There being none, she closed the public hearing at approximately 7:43 p.m.

INDIVIDUAL BUDGET CONSIDERATION

General Fund:
City Council

City Manager Benoit described the purpose for the fund and provided a brief overview of the \$13,220 budget, which covers travel, training and conferences. Travel expenses to Germany were in the Promote Astoria Fund for

the current, not the proposed budget. Mayor Van Dusen described the trip being taken to Waldorf, Germany, Astoria's Sister City. Discussion regarded questions about why the prior year's budget was higher and Council's travel commitments.

Committee Action: Motion made by Richard Hurley, seconded by Councilor LaMear to tentatively approve the City Council Budget. (Motion carried.) Mayor Van Dusen, City Councilors Mellin, LaMear, Warr and Herzig, Richard Hurley, Loran Mathews, Kera Huber, Kathleen Sullivan and Laura Leebrick voted yes.

City Manager Administration

City Manager Benoit noted no changes were proposed to the \$269,820 budget from last year. Finance Director Carlson agreed to provide details regarding City Manager Benoit's and Julie Lampi's salaries. City Manager Benoit responded to inquiries about line items for Extra Help, Employee Recognition,

Committee Action: Motion made by Councilor LaMear, seconded by Councilor Warr to tentatively approve the City Manager Administrative Budget. (Motion carried.) Mayor Van Dusen, City Councilors Mellin, LaMear, Warr and Herzig, Richard Hurley, Loran Mathews, Kera Huber, Kathleen Sullivan, and Laura Leebrick voted yes.

Human Resources Division

This fund is now included under Professional Services within the Non and Interdepartmental Fund.

Municipal Court

City Manager Benoit briefly reviewed the budget, describing increases in personnel and professional services. He clarified that balances for Technology Services and Miscellaneous were transposed and would be corrected. He and Finance Director Carlson addressed questions regarding Miscellaneous and Fines/Forfeitures/Fees line items. Discussion regarded the relationship between revenue and expenditures of the individual fund budgets and where revenues are shown or distributed.

Committee Action: Motion made by Councilor Mellin, seconded by Mayor Van Dusen to tentatively approve the Municipal Court Budget. (Motion carried.) Mayor Van Dusen, City Councilors Mellin, LaMear, Warr and Herzig, Richard Hurley, Loran Mathews, Kera Huber, Kathleen Sullivan, and Laura Leebrick voted yes.

Finance

City Manager Benoit overviewed the budget, noting reductions this year total \$27,100. Finance Carlson answered questions about auditing costs.

Committee Action: Motion made by Councilor Warr, seconded by Councilor LaMear to tentatively approve the Finance Department Budget. (Motion carried.) Mayor Van Dusen, City Councilors Mellin, LaMear, Warr and Herzig, Richard Hurley, Loran Mathews, Kera Huber, Kathleen Sullivan, and Laura Leebrick voted yes.

City Attorney

City Manager Benoit noted no changes were proposed to the contract with Blair Henningsgaard. He clarified that this fund was only for contracted services, items like additional personnel expenses and the money due for the district attorney lawsuit would be paid from Non and Interdepartmental Fund found under Professional Services.

Committee Action: Motion made by Councilor Warr, seconded by Richard Hurley to tentatively approve the City Attorney Budget. (Motion carried.) Mayor Van Dusen, City Councilors Mellin, LaMear, Warr and Herzig, Richard Hurley, Loran Mathews, Kera Huber, Kathleen Sullivan, and Laura Leebrick voted yes.

Community Development

City Manager Benoit stated that overall the department's budget was decreasing by \$3,540. Community Development Director Estes responded to questions regarding line items for CREST, CZM Assistance, Historic Preservation Fee, and Postage, which is now budgeted in the Non and Interdepartmental Fund.

Committee Action: Motion made by Councilor LaMear, seconded by Kera Huber to tentatively approve the Community Development Budget. (Motion carried.) Mayor Van Dusen, City Councilors Mellin, LaMear, Warr and Herzig, Richard Hurley, Loran Mathews, Kera Huber, Kathleen Sullivan, and Laura Leebrick voted yes.

City Hall

City Manager Benoit briefly reviewed the budget, noting an increase of approximately \$5,000. He and Finance Director Carlson responded to questions about Inter Fund Wages, cost efficiencies experienced in the remodeled building, the adjustments in Retirement Contributions, operating Supplies, and Public Utility Services.

Committee Action: Motion made by Councilor Herzig, seconded by Richard Hurley to tentatively approve the City Hall Budget. (Motion carried.) Mayor Van Dusen, City Councilors Mellin, LaMear, Warr and Herzig, Richard Hurley, Loran Mathews, Kera Huber, Kathleen Sullivan, and Laura Leebrick voted yes.

Non and Interdepartmental

City Manager Benoit described the items contained in the budget, including Postage, Professional Services, IT, and Memberships and Dues. Human Resources is now also included under Professional Services and currently contracted with Xenium. Questions were addressed regarding items related to Transcription and Website Services, Community Organizations, the City's telephone and internet systems, and General Miscellaneous, which includes funds for the recruitment of department heads.

Committee Action: Motion made by Mayor Van Dusen, seconded by Councilor Warr to tentatively approve the Non and Interdepartmental Budget. (Motion carried.) Mayor Van Dusen, City Councilors Mellin, LaMear, Warr and Herzig, Richard Hurley, Loran Mathews, Kera Huber, Kathleen Sullivan, and Laura Leebrick voted yes.

Fire

City Manager Benoit reviewed the budget, describing the impacts of personnel changes. Staff responded to several clarifying questions about Overtime, PERS rates, Annual Turnout Purchases, Volunteer Services and Capital Outlay/Improvement Fund. Discussion also referenced some items in the Police Budget.

Committee Action: Motion made by Councilor Herzig, seconded by Kathleen Sullivan to tentatively approve the Fire Budget. (Motion carried.) Mayor Van Dusen, City Councilors Mellin, LaMear, Warr and Herzig, Richard Hurley, Loran Mathews, Kera Huber, Kathleen Sullivan, and Laura Leebrick voted yes.

Police

City Manager Benoit presented the budget, highlighting changes in Personnel Services and Materials & Services. Chief Curzon addressed questions from the Committee regarding Extra Help, Vehicles, and work done by the State police officer to address trucking issues.

Committee Action: Motion made by Mayor Van Dusen, seconded by Councilor Warr to tentatively approve the Police Budget. (Motion carried.) Mayor Van Dusen, City Councilors Mellin, LaMear, Warr and Herzig, Richard Hurley, Loran Mathews, Kera Huber, Kathleen Sullivan, and Laura Leebrick voted yes.

Library

City Manager Benoit reviewed the budget, noting that expenses related to architectural services and exploration of renovating the library would be budgeted from the Logan Memorial Trust Fund. Questions from the Committee regarded the ODLC Library-to-Go consortium and decrease in book purchases. [mostly inaudible]

Committee Action: Motion made by Councilor LaMear, seconded by Councilor Herzig to tentatively approve the Library Budget. (Motion carried.) Mayor Van Dusen, City Councilors Mellin, LaMear, Warr and Herzig, Richard Hurley, Loran Mathews, Kera Huber, Kathleen Sullivan, and Laura Leebrick voted yes.

Capital Improvement Fund

City Manager Benoit presented the budget, noting the projects funded by grants. Staff addressed clarifying questions regarding the City's communication systems and related federal requirements. The Committee discussed suggested changes regarding smaller Capital Improvement Fund items which seemed to be duplicated in the budget.

Committee Action: Motion made by Mayor Van Dusen, seconded by Councilor Warr to tentatively approve the Police Budget. (Motion carried.) Mayor Van Dusen, City Councilors Mellin, LaMear, Warr and Herzig, Richard Hurley, Loran Mathews, Kera Huber, Kathleen Sullivan, and Laura Leebrick voted yes

End of recording; static at 1:57:03 to end of file.

Parks Operation Fund

City Manager Benoit presented the parks budget. Finance Director Carlson presented some historical information on past parks budgets. Parks Director Cosby and Interim Director Moss answered question of committee members.

Committee Action: Motion made by Mayor Van Dusen, seconded by Councilor Warr to tentatively approve the Police Budget. (Motion carried.) Mayor Van Dusen, City Councilors Mellin, LaMear, Warr and Herzig, Richard Hurley, Loran Mathews, Kera Huber, Kathleen Sullivan, and Laura Leebrick voted yes

Chair Leebrick adjourned the meeting at 9:15.

ATTEST:

Secretary

The second meeting of the City of Astoria 2013-14 Budget Committee was held at the above place at the hour of 7:00 p.m., which was a continuation from the meeting held on April 25, 2013.

Committee Members Present: Mayor Van Dusen, City Councilors Mellin, LaMear, Warr, and Herzig, Richard Hurley, Loran Mathews, Kera Huber, Kathleen Sullivan and Laura Leebrick.

Staff Present: City Manager Benoit, Finance Director Carlson, Community Development Director Estes, Public Works Director Ken Cook, Public Works Superintendent Ken Nelson.

The meeting was called to order by Chair Leebrick.

Budget Committee Review Schedule
Review of City of Astoria Departments/Funds for FYE 6/30/14

INDIVIDUAL BUDGET CONSIDERATION

General Fund:

Public Works Improvement Fund

City Manager Benoit presented the budget, describing the purpose of the fund and noting key projects, expenditures and funding sources. City Manager Benoit, Public Works Director Ken Cook and Public Works Superintendent Ken Nelson addressed questions regarding the 14-year old vector machine and Bear Creek Dam Site Project.

Committee Action: Motion made by Kathleen Sullivan seconded by Unknown to tentatively approve the Public Works Improvement Fund Budget. (Motion carried.) City Councilors Mellin, LaMear, Warr, and Herzig, Richard Hurley, Loran Mathews, Kera Huber, Kathleen Sullivan, Laura Leebrick, and Mayor Van Dusen voted yes.

Public Works Capital Reserve Fund

City Manager Benoit noted this new fund was established last year, specifically to segregate funds being accumulated for future projects, in this case, the slow sand filter.

Committee Action: Motion made by Mayor Van Dusen, seconded by Loran Mathews to tentatively approve the Public Works Capital Reserve Fund Budget. (Motion carried.) City Councilors Mellin, LaMear, Warr, and Herzig, Richard Hurley, Loran Mathews, Kera Huber, Kathleen Sullivan, Laura Leebrick, and Mayor Van Dusen voted yes.

Combined Sewer Overflow (CSO) Funds

City Manager Benoit described the purpose of the fund, noting two funds had no appropriation money because the projects were completed, for example, the Denver Street Project. State law requires that the fund be carried forward in the budget for three years. He noted the funds related to a few key projects and responded to comments/questions from the Committee. Regarding the figures not matching up on Page 44, Finance Director Carlson explained the prior year's numbers and totals were correct; it seemed the numbers needed to be shifted down one line. He and City Manager Benoit responded to clarifying questions from the Committee regarding Professional Services, the Contingency and how it functions within the budget.

Committee Action: Motion made by Councilor Herzig, seconded by Councilor LaMear to tentatively approve the Combined Sewer Overflow (CSO) Maintenance Fund No. 180. (Motion carried.) City Councilors Mellin, LaMear, Warr, and Herzig, Richard Hurley, Loran Mathews, Kera Huber, Kathleen Sullivan, Laura Leebrick, and Mayor Van Dusen voted yes.

The Committee commended the Public Works Department for the beautiful work done on the 8th Street and Commercial Street project.

Combined Sewer Overflow (CSO) Debt Service Fund

Financial Director Carlson described the fund and reviewed the budget.

Committee Action: Motion made by Loran Mathews, seconded by Councilor Warr to tentatively approve the Combined Sewer Overflow (CSO) Debt Service Fund. (Motion carried.) City Councilors Mellin, LaMear, Warr, and Herzig, Richard Hurley, Loran Mathews, Kera Huber, Kathleen Sullivan, Laura Leebrick, and Mayor Van Dusen voted yes.

Public Works Fund

City Manager Benoit presented the budget and addressed clarifying questions, including those regarding drug and alcohol testing and the differences in Personal Services and salary figures. He noted no changes were made in personnel in the Engineering Division.

Committee Action: Motion made by Councilor LaMear, seconded by Loran Mathews to tentatively approve the Public Works Fund. (Motion carried.) City Councilors Mellin, LaMear, Warr, and Herzig, Richard Hurley, Loran Mathews, Kera Huber, Kathleen Sullivan, Laura Leebrick, and Mayor Van Dusen voted yes.

CONSENT CALENDAR

Committee Action: Motion made by Councilor Mellin, seconded by Councilor Warr to tentatively approve the Consent Calendar with the Revolving Loan Fund, Community Policing Fund, Astoria Road District Fund, Landfill Reserve Fund, Cemetery Fund, Cemetery Irreducible Fund, Promote Astoria Fund, and Logan Memorial Library Trust Fund pulled for further discussion. (Motion carried.) City Councilors Mellin, LaMear, Warr, and Herzig, Richard Hurley, Loran Mathews, Kera Huber, Kathleen Sullivan, Laura Leebrick, and Mayor Van Dusen voted yes.

Revolving Loan Fund

City Staff addressed questions and provided background information regarding Miscellaneous Derelict Program Support line item within the Revolving Loan Fund.

Committee Action: Motion made by Councilor Herzig, seconded by Councilor Warr to tentatively approve the Revolving Loan Fund. (Motion carried.) City Councilors Mellin, LaMear, Warr, and Herzig, Richard Hurley, Loran Mathews, Kera Huber, Kathleen Sullivan, Laura Leebrick, and Mayor Van Dusen voted yes.

Community Policing Fund

Financial Director Carlson and City Manager Benoit explained the purpose of the Gifts and Bequests line item, noting further research would be done regarding how the fund originated. The change in the Resources line item amount was also discussed.

Committee Action: Motion made by Councilor LaMear, seconded by Loran Mathews to tentatively approve the Community Policing Fund. (Motion carried.) City Councilors Mellin, LaMear, Warr, and Herzig, Richard Hurley, Loran Mathews, Kera Huber, Kathleen Sullivan, Laura Leebrick, and Mayor Van Dusen voted yes.

Astoria Road District Fund

City Manager Benoit addressed questions regarding Improvements Other Than Buildings under Capital Outlay.

Committee Action: Motion made by Councilor Herzig, seconded by Unknown to tentatively approve the Astoria Road District Fund. (Motion carried.) City Councilors Mellin, LaMear, Warr, and Herzig, Richard Hurley, Loran Mathews, Kera Huber, Kathleen Sullivan, Laura Leebrick, and Mayor Van Dusen voted yes.

Landfill Reserve Fund

City Manager described the purpose of the funds for Professional Services and explained how some contingencies are built into certain line items throughout the budget, excluding the need for a separate line item and additional process.

Committee Action: Motion made by Councilor Herzig, seconded by Loran Mathews to tentatively approve the Landfill Reserve Fund. (Motion carried.) City Councilors Mellin, LaMear, Warr, and Herzig, Richard Hurley, Loran Mathews, Kera Huber, Kathleen Sullivan, Laura Leebrick, and Mayor Van Dusen voted yes.

Cemetery Fund

City Manager Benoit described the purpose of and key projects under Improvements Other Than Buildings.

Committee Action: Motion made by Councilor Herzig, seconded by Councilor LaMear to tentatively approve the Cemetery Fund. (Motion carried.) City Councilors Mellin, LaMear, Warr, and Herzig, Richard Hurley, Loran Mathews, Kera Huber, Kathleen Sullivan, Laura Leebrick, and Mayor Van Dusen voted yes.

Cemetery Irreducible Fund

Councilor Warr reviewed the history and purpose of the fund, adding that the regulations could be changed to allow the monies to be used for other purposes but that was unlikely.

Committee Action: Motion made by Councilor LaMear, seconded by Councilor Mellin to tentatively approve the Cemetery Irreducible Fund. (Motion carried.) City Councilors Mellin, LaMear, Warr, and Herzig, Richard Hurley, Loran Mathews, Kera Huber, Kathleen Sullivan, Laura Leebrick, and Mayor Van Dusen voted yes.

Promote Astoria Fund

City Manager Benoit described other projects that the fund has supported. Mayor Van Dusen and Loran Mathews described the fund's background and purpose. The Committee discussed concerns that other festivals/events that also promote tourism in Astoria had no process to request funding. A process should be created similar to that used for allocating funds to community service organizations. Comment was made by Loran Mathews that the City should not be funding any festivals because they should be self-sufficient.

Cheryl Silverblatt, Astoria, agreed it is challenging to request funds for various cultural and events in town. While there was a strong history of the Chamber of Commerce receiving Promote Astoria funds, she stated that the Chamber has done a good job. Ms. Silverblatt went on to state that State law mandates that the funding be devoted to tourism, not to the Chamber. The big question is who decides or determines what promotes tourism in Astoria. More discussion was needed about what everyone could do to promote Astoria or tourism.

Discussion continued regarding how fledgling festivals and events, like the new art tours and events, could be supported, and when the \$30,000 would be available as well as the timing of the budget process. City Manager Benoit stated Staff would develop a draft policy using the 501C.3 model and circulate it to Committee.

Committee Action: Motion made by Richard Hurley, seconded by Councilor LaMear to allocate \$30,000 within the Promote Astoria Fund under Tourism Promotion for festivals and events and to develop a policy for determining how those funds are distributed similar to the process used for 501C.3 community service organizations. (Motion carried.) City Councilors Mellin, LaMear, Warr, and Herzig, Richard Hurley, Loran Mathews, Kera Huber, Kathleen Sullivan, Laura Leebrick, and Mayor Van Dusen voted yes.

Committee Action: Motion made by Mayor Van Dusen, seconded by Councilor Warr to tentatively approve the Promote Astoria Fund. (Motion carried.) City Councilors Mellin, LaMear, Warr, and Herzig, Richard Hurley, Loran Mathews, Kera Huber, Kathleen Sullivan, Laura Leebrick, and Mayor Van Dusen voted yes.

Logan Memorial Library Trust Fund

City Manager Benoit said he would research the original amount of the fund. Mayor Van Dusen briefly described the background regarding the fund and why the amount was not more substantial.

Committee Action: Motion made by Councilor Mellin, seconded by Councilor Herzig to tentatively approve the Logan Memorial Library Trust Fund. (Motion carried.) City Councilors Mellin, LaMear, Warr, and Herzig, Richard Hurley, Loran Mathews, Kera Huber, Kathleen Sullivan, Laura Leebrick, and Mayor Van Dusen voted yes.

COMMUNITY ORGANIZATION CONSIDERATION

City Manager Benoit noted that copies of the funding requests were distributed to the Committee as well as the suggested allocation amounts for each organization. The Committee's lengthy discussion included the Christmas Basket Program and Clatsop Community Action Food Program, as well as the work of the Clatsop County Women's Resource Center; Hutchins House Safe Home, Helping Hands; and Lower Columbia Hispanic Center and to what extent each organization benefitted the great community.

Committee Action: Motion made by Councilor Warr, seconded by Councilor Herzig that the Committee approve the requests for funding as recommended, adjusting the amounts to \$6,500 to Hutchins House Safe Home and \$7,500 to Helping Hands. (Motion carried.) City Councilors Mellin, LaMear, Warr and Herzig, Richard Hurley, Loran Mathews, Karen Huber, Kathleen Sullivan, Laura Leebrick, voted yes; Mayor Van Dusen voted no.

Mayor Van Dusen explained his no vote regarded how the Lower Columbia Hispanic Center had treated Norma. He supported the concept of the organization and its work as a whole, but it was currently in disarray. He noted only two businesses are members of the organization.

FINAL REVIEW AND MOTION TO APPROVE THE CITY OF ASTORIA BUDGET AS A WHOLE

Committee Action: Motion made by Councilor Warr, seconded by Kathleen Sullivan that the Budget Committee approve the City of Astoria 2013-14 Budget as a whole. (Motion carried.) (Motion carried.) City Councilors Mellin, LaMear, Warr, and Herzig, Richard Hurley, Loran Mathews, Kera Huber, Kathleen Sullivan, Laura Leebrick, and Mayor Van Dusen voted yes.

MOTION TO SET TAX RATE FOR GENERAL FUND AT 8.1738 PER \$1,000 OF VALUATION

Committee Action: Motion made by Councilor Warr, seconded by Richard Hurley that the Committee set the Tax Rate for General Fund at 8.1738 per \$1,000 of Valuation. (Motion carried.) City Councilors Mellin, LaMear, Warr, and Herzig, Richard Hurley, Loran Mathews, Kera Huber, Kathleen Sullivan, Laura Leebrick, and Mayor Van Dusen voted yes.

MOTION TO ADJOURN CITY OF ASTORIA BUDGET COMMITTEE MEETING

The meeting was adjourned at 9:08 p.m. to the Astoria East and West Urban Renewal Districts Budget Committee meeting.

ATTEST:

Secretary

Astoria Public Library
Astoria Library Board Meeting
May 28, 2013
3:30 p.m.

Present: Library Board members David Oser, Arlene LaMear, Susan Brooks, and Iliana Arroyo. ALFA representative Charlotte Langsev, Staff Library Director Jane Tucker.

Excused: Gregory Lumbra

Call to Order: Chair David Oser called the meeting to order at 3:30 p.m.

The Board members introduced themselves to new Library Board member Iliana Arroyo. Ms. Arroyo briefly described her background and circumstances that brought her to Astoria and to serve on the Board.

Approval of Minutes: The minutes of the April 23, 2013 meeting were approved as submitted.

Approval of Agenda: The agenda was approved as submitted.

Library Director's Report:

Director Tucker presented the Library Director's report, which was distributed to the Board. Her key additional comments included:

- The Rural Outreach in Clatsop County (ROCC) Grant application has been submitted for the fourth year. She updated Ms. Arroyo on the program and provided background information on the Library Services and Technology Act (LSTA) funds.
- The statistics were down only slightly, which was surprising considering the CSO construction. Staff assumed construction would slow library traffic and allow time to complete some projects, but that was not the case.
- She noted the library switched to a new website in mid-April 2013 from which she hoped to have statistics by the end of the month.

Ms. Brooks noted the statistics were down significantly from the same time last year; however, public access to computers was unknown and was probably not factored into the value. She requested clarification regarding the Strategic Plan bench mark, noting she did not see where the asterisk at the bottom next to "public computer use down" applied. Director Tucker stated she would find out what the note referred to.

Chair Oser recalled the Board had previously discussed why some of the statistics were low for the value per item, such as magazines and audio books. Director Tucker noted the statistics would have to be readjusted on July 1, 2013. Ms. Brooks added that website hits was having a big effect on the statistics. Director Tucker explained the Library was now on the City's website.

Director Tucker reported about her attendance at the Oregon Community Foundation North Coast Leadership Council meeting, where discussion focused on how to help children and families and on education in Clatsop County. Poverty and transportation were identified as problems in the community and capacity building and operating expenses were also discussed.

Board Reports: No reports.

Update on ALFA Activities:

Charlotte Langsev reported that ALFA received a donation of \$134.60, putting the account balance at \$3,917.80. The donation came from the Standard Employee Giving Campaign Employee Donations from New York. She has attempted to find the donors to give thanks but the individual donors are never identified. Ms. Brooks suggested the donor might be someone who used to live in Astoria.

New Business: No new business.

Old Business:

Item 8(a): Update Regarding Futurist/Planner

Director Tucker stated staff had prepared a memorandum recommending that City Council conduct a public hearing on competitive solicitation requirements and consider a contract with Ruth Metz Associates at their June 3, 2013 meeting. The memorandum asks Council to conduct a public hearing for the purpose of taking public comment on the findings for exemption from the competitive solicitation requirements and adopt findings that authorize the direct appointment and to approve a contract with Ruth Metz Associates to provide library renovation planning services in the amount of \$52,000.

If approved, Ruth Metz and her team expected to have their work completed by the end of this September. Chair Oser stated that he planned to attend the City Council meeting.

Ms. Arroyo asked what concerns might be discussed during the public hearing. Ms. Brooks replied that if someone believed they had been excluded from the process unduly, they would have the opportunity to speak.

Chair Oser believed it would be helpful for Director Tucker to show Ms. Arroyo the University of Oregon student's work. The Board discussed how the students created these boards, noting that the students did not have to consider a budget. Chair Oser noted the work on the library renovations was similar to the work the Astoria Historic Downtown Association was doing with Michelle Reeves as far as rethinking downtown.

Director Tucker updated Ms. Arroyo about why the library needed to be renovated and provided some history on the library building.

Ms. Brooks asked for an update on the budget hearing. Director Tucker replied that the budget was approved.

Chair Oser suggested that the Library Board pass a resolution thanking the Staff for their response to a recent incident in the Library. Director Tucker replied the City Council had acknowledged staff at the May 20 council meeting.

Chair Oser moved that the Library Board formally thank Staff and congratulate them on a job well done. Susan Brooks seconded the motion, which passed unanimously. Ms. Brooks offered to get a personalized thank you card that the Library Board could sign for Staff.

Board Member Comments: There were none.

Public Comments: There were none.

Items for Next Meeting's Agenda:

Chair Oser noted the Board would discuss what happens at City Council regarding the contract with Ruth Metz. Any other agenda items could be emailed to Director Tucker. He clarified that the Board had decided to postpone any decision about expanding the size of the Board or forming a committee until the Planner/Futurist could provide feedback. Chair Oser noted the Board should continue to submit names of possible new board members to build a pool. Ms. Brooks asked that expanding the Board be kept on the agenda.

Chair Oser added that the election of officers should also be added to the next agenda.

Ms. Arroyo stated she would like to discuss the expectations of new board members. Chair Oser explained that typically, the Library Board provides advice and is a sounding board for the Director. The Board also acts in an advisory role on a variety of issues. The Board also helps with the public perception of the library and is the liaison between the community and City administration.

Adjournment: There being no further business, the meeting was adjourned at 4:45 p.m.

Respectfully submitted,

Jane Tucker, Library Director

DRAFT



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

June 26, 2013

MEMORANDUM

TO: MAYOR AND CITY COUNCIL
FROM: PAUL BENOIT, CITY MANAGER
SUBJECT: CONTRACT FOR PROFESSIONAL HUMAN RESOURCES SERVICES

DISCUSSION/ANALYSIS

With the retirement of Human Resources (HR) Administrator Carolyn Kendrick in 2011, the City Manager, with the Council support, reorganized the HR functions of the City, whereby the more routine, administrative HR functions were redistributed to existing staff, with primary responsibilities going to Mark Carlson, Finance Director and to Julie Lampi, Executive Secretary to the City Manager. The higher level services were met through a contract with Xenium, a private sector HR consulting and services company based in the Portland Metro area.

Throughout the 12-13 fiscal year Xenium has been providing many human resources functions including compliance, policies and practices development and interpretation, discipline and termination consultation, recruitment and hiring, personalized training, coaching, and general workshops. Their services have been highly utilized by the City and have filled a much needed gap.

This year the proposed fee for Xenium's services is unchanged at \$2,475 per month or \$29,700 annually. Under this continued model of HR services, the City will retain all needed and required services and, compared to the previous model, will continue to realize an annual savings of approximately \$50,000 per year. Xenium's proposal, describing their firm and the services to be offered, is attached. Also attached is the proposed contract.

RECOMMENDATION

City Attorney Blair Henningsgaard has reviewed and approved the proposed contract as to form. I recommend that the Mayor and Council consider renewing the contract with Xenium.



Mark Carlson, CPA
Finance Director

**XENIUM RESOURCES
HUMAN RESOURCES CONSULTING SERVICE AGREEMENT**

This Agreement is entered into on **May 1, 2013** between Xenium Resources, Inc. ("Consultant") at 7401 SW Washo Court, Suite 200, Tualatin, Oregon 97062 and **City of Astoria** ("Client") with principal offices at **1095 Duane Street, Astoria OR 97103**.

Consultant agrees to provide, and Client agrees to obtain from Consultant, the following selected human resources consulting services:

Dedicated HR Business Partner, HR Director and back office Xenium HR service team support for the City of Astoria – up to 15 hours of HR support per month including, but not limited to:

- Hotline/ HR Go-To Support for Employee Relations issues
- Performance Review System Development and Ongoing support for Managers
- Discipline, Performance Improvement Plan and Termination Support as needed
- Job Description Development as needed
- Completion of Recruitment, Hiring and Onboarding Process Development
- Completion of Employee Handbook Review and Updates as needed going forward
- Wage Surveys as needed
- Three (3) seats at each of Xenium's Training Workshops in Tualatin, Oregon (12+ workshops per year)
- Three (3) management training sessions conducted near Astoria in conjunction with the City of Seaside for up to 40 participants (20 per organization), unless Xenium and the cities otherwise agree to a larger number of participants
- This proposal assumes three (3) in-person visits to the City of Astoria for project implementation and/or in-person meetings in addition to the three (3) proposed on-site training sessions.

CONFIDENTIALITY:

Client has entered into an agreement with Consultant for Consultant to provide Human Resources consulting services.

During the course of providing services in connection with this Agreement, Consultant will have access to confidential information relating to the operations of Client, including information about Client's personnel and human resources, discipline imposed and corrective actions taken, medical and similarly confidential information, salaries, wages, benefits, expenses, vendors, costs of services, city management and public policy development plans during the confidential and tentative phases not necessarily public, and business and marketing plans or their equivalent related to public-private partnerships.

Consultant recognizes that Client has a legitimate interest in protecting its confidential information from unauthorized use and disclosure, and that privacy rights in the public sector involve constitutional and other federally protected rights. Accordingly, Consultant agrees not to use or disclose Client's confidential information for any purpose other than in the course of providing consulting services to Client, and not to disclose Client's confidential information except as authorized by the City in the interests of the City and/or for authorized public purposes. Consultant further agrees to take all reasonable steps necessary to ensure that the confidentiality of such information is maintained.

SCOPE OF ENGAGEMENT; LEGAL SERVICES:

Consultation. Human resources consultation services are prepared as a result of assessment of human resources practices, policies and procedures. The information gathered in order to perform the agreed upon scope of service is obtained from the Client. Consultation will attempt to be thorough and accurate with its review, recommendations and delivery of service, however, because of the complexity and variety of human resource functions, it cannot

ensure or guarantee complete accuracy in all cases. Consultant's recommendations and services are based upon its administrative and management experience, and familiarity with human resource practices.

Legal Services. The provision of human resource services may require the assistance of legal counsel, and Xenium is not authorized to practice law. In that event, this Agreement authorizes Xenium to retain the services of legal counsel to the extent necessary to allow Xenium to complete the services designated. In order to provide these services, Xenium has established a relationship with several law firms with whom Xenium consults from time to time. By signing this Agreement, Client agrees to disclose any current attorney-client relationships for the purpose of eliminating potential legal relationship conflicts between Xenium and client.

CONTRACT AND PAYMENT TERMS:

- The initial term of this Agreement shall commence on **May 1, 2013 through April 30, 2014**. Either party may terminate this Agreement at any time during the initial term, or any extension term, by giving the other party **60** days notice in writing. This Agreement may be extended beyond the initial term or any extension term only by the written agreement of both parties prior to the expiration of the initial term or any extension. Annually in March the parties may consider service level and cost adjustments to apply in the following contract year (May 1 through April 30).
- Terms of payment are as follows: **\$ 2,475.00 to be invoiced monthly**. Consultant will submit monthly statements for services, which City shall pay within 30 days of receipt. The City certifies that sufficient funds have been budgeted to fund fully the costs of this Agreement. Consultant fees include telephone, computer, and printing expenses necessary to perform agreed upon service(s). Consultant fees include preventative legal consultation, attained at Xenium's discretion, for hotline calls and project implementation detailed above. Xenium's hourly rate for services outside the scope of the deliverables described in this agreement (such as an investigation following an employee complaint) will be billed at regular rates but not in excess of \$175/hour. All additional services and fees must be approved by the City prior to Xenium's representative commencing services. The cost of legal consultation and legal services in connection with labor relations and issues arising under the PECBA and City collective bargaining agreements shall be paid separately by the City to its labor and employment counsel unless the parties otherwise agree case by case.

Xenium shall copy the City's labor and employment counsel as designated by the City periodically with all communications with the City concerning individual employee grievances, complaints, investigations, corrective action and discipline, with the cost of this monitoring, if any, paid by Xenium unless the parties otherwise agree. The parties contemplate that Bullard Law will monitor and mentor Xenium consultants whose experience heretofore has been exclusively in private sector employment and very limited with respect to labor laws and provide cost effective training to Xenium consultants as uniquely public sector circumstances unfold and are managed. Any charges to the City for legal services must relate to legal services provided within the scope of pre-authorization of the City.

- The parties acknowledge and agree that nothing in this Agreement shall be construed or interpreted in a manner that would hold any of Client's employees to be the employees of Consultant. Accordingly, Consultant shall exercise no control over Client's employees.
- The parties acknowledge and agree that nothing in this Agreement shall be construed or interpreted in a manner that would hold Consultant responsible for providing any services other than those specifically described herein. It is expressly understood that Consultant shall not provide assistance in the event of a worksite union organization campaign, H1-B or other Visa petition, or affirmative action plan filing requirement. It is expressly understood that in all cases involving a "taking" in relation to any employee right, Xenium will collaborate with the City's labor and employment counsel or City Attorney, as elected by the City.
- This Agreement shall be governed for all purposes by the laws of the State of Oregon, with exclusive jurisdiction in the Circuit Court in and for Clatsop County, Oregon.

- This Agreement shall constitute the entire agreement between the parties. No waiver or modification of this Agreement will be binding upon either party unless made in writing and signed by a duly authorized representative of each party.
- Xenium shall furnish the City with its EIN designated by the Internal Revenue Service, and such other information as the City may require periodically to meet its needs, such as reports to the City auditor, witness statements related to claims made, cooperation in defense of claims, and the like.
- Consultant's services shall be provided under the general supervision of City's project director or his designee, but Consultant shall be an independent contractor for all purposes and shall be entitled to no compensation other than the payments provided for under this Agreement. Consultant acknowledges that for all purposes related to this Contract, Consultant 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 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 such a finding.
- 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.
- Consultant agrees to meet the requirements set forth in the attached "Attachment A – Independent Contractor Requirements" which by this reference are incorporated as if set forth fully here within the terms of this Agreement.

IN WITNESS WHEREOF, the parties have mutually entered into this Agreement on the date set forth above.

CONSULTANT:
Xenium Resources, Inc

CLIENT:
City of Astoria

By: _____
Anne Donovan, President

By: _____
Paul Benoit, City Manager

Date: _____

Date: _____

Attachment A – Independent Contractor Requirements

1. 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.

2. ACCESS TO RECORDS

CITY shall have access to such books, documents, papers and records of CONSULTANT as are directly pertinent to this contract for the purposes of making audit, examination, excerpts and transcripts. CONSULTANT shall maintain records in conformance with the Oregon Public Records Law, and shall make records available to the City at any time for purposes of compliance with inspection and production duties. This obligation shall survive the termination of this Agreement and may be extinguished by CONTRACTOR only by deliver of records to the City.

3. 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 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.

4. 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.

5. ATTORNEY 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.

6. 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.

7. 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 Agreement and the proposal of the CONSULTANT, this Agreement shall control and nothing herein shall be considered as an acceptance of terms of Consultant's proposal which are in conflict with the terms set forth in this Agreement.

8. 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.

The rights and obligations of the parties related to indemnification and liability shall not be construed to create liability of the CONSULTANT for services, advice and action in concert with the City, where strategies related to employment, the termination of employment or other employee discipline or denials or actions or grievances are undertaken in good faith and in pursuit of the City's interests. The parties recognize that risks of claims and litigation are inherent in the context of labor and employee management, and as such are assumed by the City and are subject to defense in accordance with the Oregon Tort Claims Act where the City and CONSULTANT act in concert with the advice of the City Attorney or the City's labor and employment counsel, provided that CONSULTANT is not guilty of malfeasance, willful or wanton neglect, or clear negligence as a labor and employment practitioner.

9. 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. CONTRACTOR shall obtain, at CONTRACTOR'S expense and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage with limits of not less than \$1,000,000 per occurrence and the annual aggregate not less than \$2,000,000. Coverage shall include contractors, subcontractors and anyone directly or indirectly employed by either. This insurance will include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage will be written on an occurrence basis. If written in conjunction with Automobile Liability, the combined single limit per occurrence will not be less than \$1,000,000 for each job site or location. Each annual aggregate limited will not be less than 2,000,000.

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

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

D. 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 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.

10. 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.

11. 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 subconsultant 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.

12. PAYMENT OF MEDICAL CARE

CONSULTANT shall promptly, as due, make payment to any person, co-partnership, 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.

13. 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).

14. 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 without written authorization of CONSULTANT.

15. STANDARD OF CARE

The standard of care applicable to CONSULTANT'S services will be the degree of skill and diligence normally employed by human resource professionals 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.

16. 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.

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. ASSIGNMENT

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

19. 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.

20. COMPLETE CONTRACT

This Contract and its referenced attachments, including CONTRACTOR'S proposal 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 together with CONTRACTOR'S proposal referred to in the Agreement and not by any other contract or agreement that may be associated with this Contract.



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

June 19, 2013

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  PAUL BENOIT, CITY MANAGER

SUBJECT: LEASE AGREEMENT WITH ASTORIA REGATTA ASSOCIATION FOR USE OF EAST PORTION OF HERITAGE SQUARE LOCATED AT 1153 DUANE STREET, AND CLOSURE OF 12TH STREET BETWEEN DUANE AND EXCHANGE STREETS

DISCUSSION/ANALYSIS

The Astoria Regatta Association (Association) is requesting the use of the east portion of Heritage Square located at 1153 Duane Street, and the closure of 12th Street between Duane and Exchange Streets to accommodate Astoria Regatta events. The time frame for the lease would be for Saturday, August 10, 2013, from 6:00 a.m. to 4:00 p.m. Events include a barbeque, vending of craft beer, and live music.

It is requested that the Heritage Square site be leased for \$1.00. The Association activities provide an opportunity to bring an event to our community that continues to grow in popularity every year. Association will provide liability insurance. Also attached to this memo is a draft Lease Agreement which City Attorney Blair Henningsgaard has reviewed and approved as to form.

RECOMMENDATION

It is recommended that Council approve the Lease Agreement with the Astoria Regatta Association for use of the east portion of Heritage Square located at 1153 Duane Street, and the closure of 12th Street between Duane and Exchange Streets to accommodate the Regatta events scheduled for Saturday, August 10, 2013, for a total sum of \$1.00.

LEASE AGREEMENT

FOR PROPERTY LOCATED ON THE EAST PORTION OF HERITAGE SQUARE LOCATED AT 1153 DUANE STREET AND THE CLOSURE OF 12TH STREET BETWEEN DUANE AND EXCHANGE STREETS

PARTIES: This Agreement is entered into between the **CITY OF ASTORIA**, hereinafter referred to as CITY,

And the **ASTORIA REGATTA ASSOCIATION**, hereinafter referred to as ASSOCIATION.

PROPERTY: East Portion of Heritage Square, known as 1153 Duane Street, and consisting of Lots 1 - 14, Block 64, McClure's, and 12th Street between Duane Street and Exchange Street, hereinafter referred to as Property.

WHEREAS:

- A. ASSOCIATION desires to lease space from the CITY to provide a central location for event activities, including, but not limited to, public barbeque and other activities associated with the Astoria Regatta for the use and enjoyment by patrons of downtown businesses and all citizens of Astoria; and
- B. Assisting ASSOCIATION in securing a central community gathering place will provide economic and community development benefits to the public, and will also enhance the ability of CITY to attract consumers and tourists, and
- C. The use of the Property owned by the CITY can be enhanced through a lease to ASSOCIATION.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, and for other good and valuable consideration, it is agreed between the Parties as follows:

1. **LEASE PERIOD AND LEASE PAYMENT:** The lease from the CITY to ASSOCIATION shall run on Saturday, August 10, 2013 at a lease amount of \$1.00 for the entire length of the lease.
2. **CITY'S REPRESENTATIVE:** For purposes hereof, the CITY'S authorized representative will be Brett Estes, Community Development Director/Assistant City Manager, City of Astoria, 1095 Duane Street, Astoria, Oregon, 97103, (503) 338-5183, bestes@astoria.or.us.
3. **ASSOCIATION'S REPRESENTATIVE:** For purposes hereof, the ASSOCIATION'S authorized representative will be Peter Roscoe, Astoria Regatta Association, PO Box 24, Astoria, Oregon 97103, (503) 440-2805.

4. **SCHEDULED USE:** CITY grants ASSOCIATION the exclusive use of Property for the purpose of providing an activity area from 6:00 a.m. to 4:00 p.m., Saturday, August 10, 2013 (changes must be negotiated between the Parties):
5. **PERMITS:** This Agreement constitutes permits for the street closure described in 1B above, and a sound amplification permit from 6:00 a.m. to 4:00 p.m. on Saturday, August 10, 2013.
6. **OLCC LICENSE:** ASSOCIATION will need to abide by all conditions of your temporary liquor license.
7. **PROHIBITED USES:** No religious symbols or presentations will be used or presented by ASSOCIATION or any participant on the property during the term of the Agreement.
8. **CONDITION OF PROPERTY:** ASSOCIATION shall be responsible for all trash removal related to their use of the Property during the Agreement times and period, and any costs associated with cleaning the Property at the conclusion of any daily use. ASSOCIATION agrees to make an effort to provide recycling opportunities for glass, plastic and metal beverage containers. ASSOCIATION further agrees to keep the Property in as good or better condition than it was at the commencement of this Agreement.
9. **DAMAGES AND CLEAN-UP COSTS:** If there is damage to the property or clean-up costs related to the use under this Agreement, ASSOCIATION shall pay these damages or costs. Failure to pay said amounts will result in subsequent collection actions, and also will be grounds for termination under Section 11.
10. **SPECIFIC ISSUES:**
 - A. No vehicles or trailers permitted on Heritage Square Area (Lots 4, 5, 10, 11).
 - B. No vehicles, driving, parking, vendor stands, or storage of goods off paved surfaces.
 - C. Electrical hookup and water hose use must be coordinated with the City of Astoria.
 - D. No liquid or other wastes are to be dumped down storm drains.
 - E. ASSOCIATION is allowed to place temporary signs that must be removed at the conclusion of the Agreement.
 - 1) All signage is limited to announcing ASSOCIATION'S location and/or hours of operation and activities, and for parking control.
 - 2) All signage must comply with City sign codes and the Manual of Uniform Traffic Control Devices.
 - F. ASSOCIATION shall insure that public sidewalks are not encumbered and the free passage of pedestrians on sidewalks is not impeded.

- G. The ASSOCIATION will comply with Astoria Code 5.025(11) governing amplified sound.
- H. ASSOCIATION will ensure that its use of the parking area east of Heritage Square will be fully cleared by 7:00 p.m., August 10, 2013, and ready for use by Sunday Market.
11. **INSURANCE:** ASSOCIATION shall maintain general liability insurance in an amount of at least \$100,000 for damages to property and at least \$1,000,000 for injury to persons including death. The CITY shall be provided a Certificate of Insurance naming the CITY as an additionally insured.
12. **TERMINATION:** Notwithstanding that this Agreement contemplates a one day period, this Agreement may be terminated by the CITY at any time should the ASSOCIATION fail to comply with any of the provisions of this Agreement. Termination shall be made either in writing by hand delivery or by email to ASSOCIATION'S authorized representative not less than 12 hours prior to the date and hour of termination. Termination will not result in a refund by the CITY to ASSOCIATION for any monies paid.
13. **NON-ASSIGNABILITY:** This Agreement is personal to ASSOCIATION, and the CITY relies on ASSOCIATION to comply with and to receive the benefits of this Agreement.
14. **COMPLIANCE WITH APPLICABLE LAWS:** ASSOCIATION shall comply with all applicable city, state and federal laws and regulations, including, but not limited to, license requirements.
15. **LICENSES:** Any vendor using the Property during the Agreement shall have on file with CITY a valid Occupational Tax License.
16. **SUPERVISION OF PARTICIPANTS:** ASSOCIATION agrees to exercise exclusive control and supervision over its members, ASSOCIATION sponsored activities and organizations, and persons or businesses that sell products on the Property at the time specified for ASSOCIATION occupancy of the premises. ASSOCIATION will publish rules and expectations for these participants.
17. **HOLD HARMLESS:** ASSOCIATION and its successors and assigns shall completely protect and save, defend and hold harmless the CITY, and its officers, agents and employees, from any liability or obligation of any kind or nature whatsoever arising from injury or injuries, including death, to any person or persons, or damage to any property, real or personal, suffered or alleged to have been suffered all or in part by any person or property arising out of or in connection with the use or occupancy of the Property by ASSOCIATION.
18. **ATTORNEY FEES:** If suit or action is brought by either Party to enforce any right created by this Agreement, the prevailing Party shall be entitled to recover in any trial court, and appellate courts, including costs and disbursements and reasonable attorney fees.

IN WITNESS WHEREOF, the Parties have, on this 1st day of July, 2013, set their hands by and through their duly authorized agents.

THE CITY OF ASTORIA

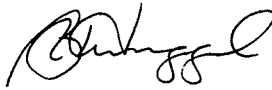
ASTORIA REGATTA ASSOCIATION

By: _____
Willis L. Van Dusen, Mayor

By: _____
Peter Roscoe, President

By: _____
Paul Benoit, City Manager

APPROVED AS TO FORM:



Digitally signed by Blair
Henningsgaard
DN: cn=Blair Henningsgaard, o,
ou, email=blair@astorialaw.net,
c=US
Date: 2013.06.21 14:42:07 -08'00'

City Attorney



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

June 25, 2013

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM: *PB* PAUL BENOIT, CITY MANAGER

SUBJECT: AUTHORIZATION TO PURCHASE ONE MOWER FOR OCEAN VIEW CEMETERY

DISCUSSION/ANALYSIS

The Parks and Recreation Department is requesting authorization to purchase a new mower, with a 74 -inch cutting deck for the care and maintenance of Ocean View Cemetery. The new equipment will replace four smaller capacity mowers that are each over twenty years old and no longer reliable. With this larger mower, staff will be able to complete the mowing of Ocean View Cemetery property more frequently and efficiently.

Staff has solicited three quotes for a Walker Mower, model MBS 29-HP EFI with a 74-inch cutting deck from three dealerships. The quotes are as follows:

Mid Valley Tractor, Eugene, Oregon	\$14,459
Chinook Sales, Longview, Washington	\$13,733
Clatsop Power Equipment, Astoria, Oregon	\$12,096

RECOMMENDATION

It is recommended that the City Council approve the purchase of one Walker Mower, model MBS 29-HP EFI with a 74-inch cutting deck from Clatsop Power Equipment. There are sufficient funds in Cemetery Fund 325 to cover the purchase.

By: *Angela Cosby*
Angela Cosby
Director of Parks & Recreation



MEMORANDUM

June 27, 2013

TO: ASTORIA CITY COUNCIL

FROM: Blair Henningsgaard, City Attorney

SUBJECT: Sandra Savage v. City of Astoria

On June 24, Sandra Savage filed a notice of intent to appeal your decision allowing a zone change from GI (General Industrial) to S-2A (Tourist-oriented Shoreland) for property at 4050 Abbey Lane, Astoria, Oregon. This property is adjacent to the two Cannery Loft condominium units.

Although the City of Astoria is the named defendant in this proceeding, the City generally declines to participate in LUBA appeals. If the applicant, Cannery Loft Holdings LLC, wishes to contest the appeal, the normal procedure is for the applicant to intervene and file a brief LUBA appeal. The alternative is for the City to file its own LUBA brief.

My recommendation to the Council would be to authorize the City Attorney to waive further appearance in the Land Use Board of Appeals.



Blair Henningsgaard, City Attorney

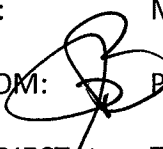


CITY OF ASTORIA

Founded 1811 • Incorporated 1856

June 19, 2013

MEMORANDUM

TO: MAYOR AND CITY COUNCIL
FROM:  PAUL BENOIT, CITY MANAGER
SUBJECT: Tourism Promotion Program

Discussion

During the FY 13-14 budget process, a recommendation was put forward to create a Tourism Promotion Program to support tourism development and promotion projects in the City. Funding for the program would come from the Promote Astoria Fund which receives its funding from Transient Lodging Taxes. As a result of this recommendation the budget for the 13-14 fiscal year was amended to include a line item for Tourism Promotion in the Promote Astoria Fund for \$30,000. This amendment was later adopted by the City Council on June 3. Attached are a set of draft guidelines that staff have developed to govern the award of these funds.

Recommendation

Staff is asking Council to review the attached guidelines for the allocation of the funds and offer comments or suggestions for improvement.

By: _____


Mark Carlson, CPA
Finance Director



CITY OF ASTORIA

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TOURISM PROMOTION PROGRAM

The City of Astoria established a Tourism Promotion Program to support tourism development and promotion projects in the City. Funding for this program comes from the Promote Astoria Funds which receives its funding from Transient Lodging taxes. By an action of the City Council in June 2013, the total amount available was set at \$30,000 per fiscal year. These funds provide matching grants, up to \$3,000, to organizations or groups for specific projects that promote tourism in the community.

Who May Apply?

The program accepts applications from any non-profit organization with the demonstrated ability to accomplish the proposed project. These include arts, cultural, historical, heritage, educational, community, and entertainment organizations. Eligibility of sponsors and projects is defined broadly to encourage wide participation and innovative proposals.

Eligibility Criteria

- Applicant must be an IRS recognized Non-Profit Organization. (documentation will be required)
- The funding must be used for promoting or conducting an actual event.
- The applicant must demonstrate how this event will benefit the residents of Astoria.
- Funding is granted for no more than a one year period of time per application.
- The maximum amount available is \$3,000 per organization per fiscal year.
- The event must be open to anyone who wishes to attend and cannot be restrictive in any way (alcohol restrictions may apply).
- An application must be completed.
- The following are ineligible for funding:
 - Events that are primarily political or religious in nature;
 - Events that have already occurred or will occur prior to the start of the new fiscal year;
 - Facility development or items that are capital in nature;
 - Elimination of prior debts or debt servicing;
 - Expenditures that are not tied to promotion, marketing or conducting the event;
- Funds must be used for the purpose specified in the application.
- An annual report of the organization must be filed with the City as well as results of the use of funds granted no later than 3 months after the completion of the event.
- Applications must be submitted no later than February 28th in order to be considered in the spring budget process.
- Funding will typically be granted for new or expanded programs, projects or events.
- Funding is not intended as an ongoing subsidy and, but for unusual circumstances, will not be for greater than a three year period.

City of Astoria

Community Promotion Funds Application

Date Submitted:	Date Received:
Applicant Organization:	Event Title:
Event Dates:	Address:
Contact Number:	Contact Person & Title:
Amount Requested:	Type of Organization:
Federal ID#:	Email:

Please provide answers to the following questions.

1. How long has this organization been in existence?
2. How many people participate in this organization?
3. List board of directors.
4. Explain the event that is being proposed, including history, prior attendance, funding sources, location and purpose
5. What will the City funds accomplish for the event?
6. Are these funds being matched or leveraged?
7. How will you promote this event?
8. Provide the current year budget for this event/organization.
9. Provide prior year financial statements.
10. Have you received City funding in previous years?
11. Is this event open to the general public?
12. Will an admission fee be charged? If yes, how much?
13. Will you be paying any speakers an honorarium or fee to speak at this event? If yes, who will be speaking and who are they affiliated with?
14. List other agencies that have been solicited for this event.
15. Is this a political or partisan event?
16. If this funding event is denied, will the event still take place?



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

June 20, 2013

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  PAUL BENOIT, CITY MANAGER

SUBJECT: **CSO PROGRAM HYDRAULIC/HYDROLOGIC MODELING
SUPPORT – CONTRACT FOR PROFESSIONAL SERVICES**

DISCUSSION/ANALYSIS

An essential tool for the success of the combined sewer overflow (CSO) program is the computerized hydrologic and hydraulic model that is used to delineate and scope each CSO project. This model contains important information regarding the storm and sewer infrastructure (e.g. pipe size, length, and material), geographic areas that flow to each pipe segment, rainfall information, and historic flows that are used to predict the system response after CSO project completion. There is ongoing maintenance and calibration that must occur to the model so that it closely replicates actual conditions in the field and gives the City the most accurate data for the design of future CSO projects. Determining the scope of future CSO projects is accomplished by a specialized CSO modeling engineer who analyzes the data generated by the model, and then recommends the most cost effective approach to meet the overflow criteria that is established by the Department of Environmental Quality (DEQ). The scope of the project is then given to a design engineering consultant to produce plans and specifications for bidding the construction of the project.


In April 2012, Council authorized a contract for CSO Modeling Support Services to HDR with the option of annual renewal of this contract. During the past year, HDR has updated and refined the CSO collection system model, identified additional monitoring needs to further characterize flows for future projects, completed necessary documentation to submit to the Department of Environmental Quality (DEQ) to verify implementation of projects in Phases 1, 2 and 3, and developed a preliminary scope for the first project in Phase 4.

HDR has provided a scope of work and estimated budget (see Attachment A of the Contract) of \$105,077 for June 2013 through June 2014. The scope of services includes continued model updates, further development of Phase 4 preliminary project scopes, processing data, and monthly reporting for DEQ requirements. Staff has reviewed the scope and fee and has found the proposal to be appropriate and reasonable.

RECOMMENDATION

Recommend that City Council renew the contract for CSO Modeling Support Services with HDR for a total not to exceed amount of \$105,077. Funds are available through the CSO Fund.

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

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

**CITY OF ASTORIA
CONTRACT FOR PERSONAL SERVICES**

CONTRACT:

This Contract, made and entered into this ____ day of _____, 2013 by and between the City of Astoria, a municipal corporation of the State of Oregon, hereinafter called "CITY", and HDR Engineering, Inc., 1001 SW 5th Avenue, Suite 1800, Portland, Oregon 87204 hereinafter called "CONSULTANT", duly authorized to perform such services in Oregon.

WITNESSETH

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

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

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

1. CONSULTANT SERVICES

- A. CONSULTANT shall perform professional services, as outlined in the Attachment A, to the City of Astoria regarding the CSO Modeling Support Services.
- 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 July 31, 2014.

2. COMPENSATION

- A. The CITY agrees to pay CONSULTANT a total not to exceed \$105,077 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 Lisa Tamura, HDR Engineering Inc., 1001 SW 5th Avenue, Suite 1800, Portland, Oregon 97204, (503) 423-3700.

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

11. NONWAIVER

The failure of the CITY to insist upon or enforce strict performance by 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. To be the prevailing party, the other party must be deemed at least 75 percent liable by a court of law or arbitrator.

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 Commercial 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 general and automobile 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 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 rightfully 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 without written authorization of CONSULTANT.

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 and in the same locality as 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 by either party or any work subcontracted without consent from the other party.

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

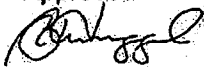
This Contract and its referenced attachments constitute the complete contract between CITY and CONSULTANT and supersedes all prior written or oral discussions or agreements. CONSULTANT services are defined solely by this Contract and its attachments and not by any other contract or agreement that may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

28. RELEASE OF INFORMATION

All dissemination of information related to future CSO design and construction projects will be released by the CITY. The CONSULTANT will refer all requests for information to the CITY including requests by other HDR staff members who are not working directly on the tasks 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 Blair Henningsgaard
DN: cn=Blair Henningsgaard, o, ou,
email=blair@astorialaw.net, c=US
Date: 2013.06.17 07:55:56 -08'00'

Attorney

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

BY: _____
Mayor Date

BY: _____
City Manager Date

BY:  6/19/13
HDR Engineering, Inc. Date

**City of Astoria
Hydraulic / Hydrologic Modeling Support Services for Combined Sewer Overflow Program
Scope of Services (2013-2014)**

HDR Engineering (HDR) will perform the following the Scope of Services to for this project:

Task 1 – Project Management

This task includes management and coordination of the work defined in this scope of services. Specific elements under this task are listed below.

HDR Responsibilities:

- Management of the project including project coordination, maintaining the project schedule, and coordination and performance of Quality Assurance/Quality Control (QA/QC) activities.
- Prepare monthly progress reports and invoices. Progress reports will describe activities during the invoice period, plans for the upcoming invoicing period, and schedule status. The report shall document the reasons for any change(s) previously discussed with City's project manager.
- Conduct twelve monthly one-hour progress meetings. Meetings will be by phone.
- Prepare for and conduct one City Council meeting (up to 2 hours in length) to provide an update on the progress of the CSO Program.

Assumption:

- HDR will prepare presentation including graphics and maps for the City Council meeting.
- This Scope of Services anticipates a schedule from June 2013 to June 2014.

Deliverables:

- Twelve monthly progress reports and invoices.
- Presentation to Council summarizing CSO Program status.

Task 2 –Model Update and Maintenance

This task includes validating, updating and maintaining the existing hydraulic model provided by the City.

HDR Responsibilities:

- Discuss with the City the need to update the model software.
- Evaluate hydraulic modeling software to determine if switching to different software would provide benefit. Including the current software platform, XP-SWMM by XP Software, two other platforms will be evaluated. These are InfoSWMM and InfoWorks, both by InfoSWMM.
- Update the model to include the newly constructed CSO facilities (e.g., 11th St. CSO Project) and any other facilities and improvements that have been added to the system since the model was

last updated. This would also include converting the model to a new software platform if one is selected.

- Re-calibrate the hydraulic model using existing monitoring data provided by the City (including precipitation records and overflow activity).
- Prepare a draft and final Technical Memorandum describing the model update and calibration process.
- Maintain the model through the annual on-call contract. Model calibration and verification may be revisited as new data is collected. Model verification will be performed when new facilities come on-line that significantly change the operation of the CSO collection system.

Assumptions:

- The model will be maintained in the selected software by HDR.
- Information on recently constructed CSO projects, as well as any other information on facilities and improvements to be incorporated into the model to be provided by the City.
- Model conversion will be completed as part of the model update process.
- HDR will re-calibrate the updated model for both the outfalls discharging to Youngs Bay and those discharging to the Columbia River. Calibration guidelines published by the Wastewater Planning Users Group (November 2002) will be followed for this project.
- Model calibration and validation will be performed using currently available rainfall and flow monitoring data from the City.
- Additional calibration and validation data will be collected by the City and provided to HDR upon request.
- The City will provide one set of consolidated comments on the draft Model Update and Calibration Technical Memorandum. One revision will be made prior to finalizing the document.

Deliverables:

- Updated and calibrated hydraulic model.
- Draft and final Technical Memorandum describing model update and calibration process in electronic format.

Task 3 – Phase 4 CSO Facilities Planning Design Services

The calibrated model will be used to evaluate system performance and to aid in identifying projects needed to meet CSO program goals. The analysis will characterize the current ability of the collection system to meet CSO control goals, determine hydraulic bottlenecks, and evaluate alternatives to achieve control at uncontrolled Phase 4 CSO outfalls.

HDR Responsibilities:

- Use calibrated model to evaluate system performance and identify projects needed to meet CSO program goals for Phase 4.

- Prepare conceptual design plan equivalent to a 10% level of design for the Phase 4 CSO infrastructure projects. Projects will be developed to a concept level showing project limits and identifying the design criteria.
- Prepare planning-level estimate of probable construction cost for each CSO infrastructure project area.
- Prepare draft and final Technical Memorandum describing the Phase 4 projects necessary to meet the CSO program goals.
- Present conceptual design for Phase 4 outfalls to City staff in one 2-hour meeting.

Assumptions:

- Conceptual design of projects will include a project description, a definition of the project limits, and design criteria, including preliminary sizing, for further development in subsequent design efforts.
- The budget was prepared assuming up to 50 hours of hydraulic modeling is sufficient to evaluate identified alternatives.
- GIS will be used to develop figures necessary to describe the conceptual design.
- Phase 4 CSO projects will address control requirements for eleven (11) outfalls. The outfalls will be grouped into up to three project areas. A conceptual design will be identified for each project area.
- Planning-level costs will include project capital, O&M, engineering, administration, real estate contingency, and financing costs. Costs will be annualized for each proposed alternative on 2013 dollars.
- The cost estimate will be prepared based upon ACE International Recommended Practice No. 17R-97 (Class 5, +50% to -25% Range of Accuracy).
- City will provide one set of consolidated comments on the draft Phase 4 Projects Technical Memorandum. One revision will be made prior to finalizing the document.

Deliverables:

- Draft and final Technical Memorandum summarizing projects identified to meet the CSO program goals for the Phase 4 outfalls to be in electronic format.
- Planning level estimate of probable construction cost for each CSO conceptual design to be delivered in electronic format.

Task 4 – Flow Monitoring Program Development

The monitoring program will support model update and maintenance activities (Task 2) and provide input into the preparation of the yearly progress report to DEQ prepared by the City.

HDR Responsibilities:

- Review currently available monitoring locations and identify additional monitoring locations necessary.

- Prepare system flow monitoring recommendations for calibrating the model and assessing infrastructure deficiencies. The recommendations will:
 - Identify the number and location of temporary monitors needed for calibration of the model.
 - Identify the number and location of additional permanent monitors needed for the evaluation of system performance.

Assumptions:

- City will provide monitoring equipment and staff for monitor installation, data collection, and maintenance.
- Additional flow monitoring will be performed by the City and will take place in the 2013-2014 wet season (October 2013 – March 2014).

Deliverable:

- List of flow monitoring recommendations via email.

Task 5 – CSO Monthly Reporting Support

Assist the City with the preparation of monthly DEQ CSO Reports.

HDR Responsibilities:

- Attend one meeting with DEQ to discuss Astoria’s approach to compliance reporting.
- Download monitoring data and update the existing Microsoft Access database containing historical CSO monitoring data.
- Prepare a draft of the CSO Report each month for the City’s review. Reports will be prepared for April 2013 through May 2014.

Assumptions:

- Meeting with DEQ will be of up to two (2) hours in length and will take place at DEQ offices or via phone conference call.
- HDR will update the Microsoft Access database with downloaded from the City’s online data source.
- The monthly reports will be prepared using the final template approved by the City. The template will not change through the duration of the contract.
- The City will review the drafts of the CSO Report each month and finalize them prior to submittal to DEQ.
- The City will provide a consolidated set of comments on each draft CSO Report. Only one revision will be made by HDR before submitting the report for the City to finalize.
- The City will submit the final reports to DEQ.

Deliverable:

- Microsoft Access database containing historical CSO monitoring data.
- Final draft of the monthly CSO Reports in electronic format.

Level of Effort Prepared by: Lisan Tamura, HDR, June 14, 2013
 City of Astoria
 Hydraulic/Hydrologic Modeling Support Services for Combined
 Sewer Overflow Program
 Scope of Services (2013-2014)

HDR Engineering

Task Description	HDR Engineering										Total Expenses	Labor	Hours	HDR Fee
	Project Principal	QA/QC	Project Manager	Technical Advisor	Project Engineer	Hydraulic Modeler	Senior Engineer	Project Assistant	Project Controller					
	\$ 227	\$ 164	\$ 449	\$ 244	\$ 96	\$ 117	\$ 181	\$ 127	\$ 91					
Task 1: Project Management														
1.1 Progress meetings			24										24	\$ 3,586
1.2 Involving & progress reports			12										12	\$ 2,885
1.3 QA/QC overall project activities	2	4	10	4				8					32	\$ 4,944
1.4 City Council meeting			16		4			2					22	\$ 3,025
Sub-total	2	4	62	4	4	0	0	10	2	16			102	\$ 14,440
Task 2: Model Update and Maintenance														
2.1 Evaluate hydraulic modeling platform			2										10	\$ 1,524
2.2 Update the hydraulic model			8										80	\$ 12,341
2.3 Re-calibrate the hydraulic model			20										100	\$ 14,414
2.4 Prepare draft and final Model Update and Calibration TM			8										58	\$ 7,483
2.5 Model maintenance			2					2					34	\$ 4,414
Sub-total	0	12	58	0	0	180	0	2	2	0			252	\$ 31,931
Task 3: CSO Phase 4 Facility Planning Design Services														
3.1 Characterize & document Phase 4 outfall basin performance			10										32	\$ 4,160
3.2 Conceptual design for Phase 4 outfall basins	4		40	24									178	\$ 24,269
3.3 Prepare cost estimates			2										40	\$ 4,381
3.4 Prepare draft and final Phase 4 Project TM			16										64	\$ 7,580
3.5 Meeting with City to discuss Phase 4 projects			8										8	\$ 1,195
Sub-total	4	8	82	24	120	80	0	4	4	0			322	\$ 41,586
Task 4: Flow Monitoring Program Development														
4.1 Review existing monitoring data			4										4	\$ 598
4.2 Identify monitoring needed for calibration & system assessment			8										8	\$ 1,195
4.3 Prepare recommendations for future monitoring of system	0	2	10	0	0	0	0	0	0	0			12	\$ 1,822
Sub-total	0	2	22	0	0	0	0	0	0	0			24	\$ 3,616
Task 5: OSO Reporting Support														
5.1 Update existing Access OSO monitoring database			12										12	\$ 1,143
5.2 Prepare draft monthly OSO Report			36										56	\$ 6,841
5.3 Attend meeting with DEQ	0	12	2										4	\$ 660
Sub-total	0	38	226	0	48	0	10	0	0	0			72	\$ 8,644
Hours	6	38	226	28	172	260	10	16	16	16			772	
Fee	\$1,325	\$6,234	\$33,771	\$5,824	\$16,381	\$30,394	\$1,805	\$2,027	\$1,455	\$4,861			\$105,077	



June 17, 2013

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  PAUL BENOIT, CITY MANAGER

SUBJECT: **AUTHORIZATION TO AWARD PIPELINE ROAD WATER LINE PROJECT**

DISCUSSION

On April 1, 2013, City Council authorized bid advertisement for this project. The project will reroute a section of existing 21" diameter water transmission main around a geologically sensitive area. It consists of 530 feet of new 24" HDPE pipe, associated water appurtenances, 230 feet of new access road, and storm drainage improvements.

The project is currently being advertised and bids will be received on July 11, 2013. Due to scheduling challenges in July with the cancellation of the Council meeting on July 15th, and a funding deadline of September 30, 2013, Staff is requesting that the Council authorize the City Manager to execute a construction contract with the lowest responsible bidder upon receipt of bids. This request is contingent on receipt of a low bid that is within the project budget.

On April 18, 2011, City Council approved an Infrastructure Contract with Oregon Emergency Management (OEM), funded through the Federal Emergency Management Agency (FEMA). Under the contract up to \$247,046 will be provided for construction, inclusive of a 25% matching contribution from the City. A summary of the anticipated construction budget is shown below.

Item	Budget Estimate
Project Cost Estimate	\$195,000.00
Project Contingency (10%)	\$19,500.00
Construction Staking Services	\$3,750.00
Total =	\$218,250.00

While the table above reflects the engineer's estimation of costs, a bid of up to \$215,000 for this project will still allow for a 10% construction contingency within the allocated funding. Staff recommends this amount as the maximum bid acceptable for pre-authorization of a construction contract. If the lowest responsible bid exceeds \$215,000, we will review the project funding with the likelihood of requesting an extension of the FEMA grant.

RECOMMENDATION

It is recommended that City Council authorize the City Manager to award a construction contract to the lowest responsible bidder for the Pipeline Road Water Main Project provided the bid is within the available project funding. Funds are available for the project through the OEM Infrastructure Contract, with the City's 25% match being provided from the Public Works Improvement Fund.

Submitted By: *Nathan Crater* FOR: _____
Ken P. Cook, Public Works Director

Prepared By: *Nathan Crater* _____
Nathan Crater, Assistant City Engineer



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

June 21, 2013

M E M O R A N D U M

TO: MAYOR AND CITY COUNCIL

FROM:  PAUL BENOIT, CITY MANAGER

SUBJECT: ASTORIA SENIOR CENTER ARCHITECTURAL CONTRACT

DISCUSSION/ANALYSIS

In March 2013, the City of Astoria received a Community Development Block Grant for renovation of the Astoria Senior Center. Renovation would include major improvements including the installation of a kitchen and dining facility in the basement, an elevator, structural and roof repairs, asbestos removal, heating, electrical and plumbing improvements and other work. As a part of the grant, a total of \$115,000 was included for architectural services. Astoria Senior Center staff and City staff have been working toward the selection of an architectural firm to design the renovation of the Senior Center over the past month and a half. At the May 6, 2013 City Council meeting, the Council authorized staff to issue a Statement of Qualifications for architectural services. Ten firms responded.

On June 6th a committee consisting of Senior Center staff, Senior Center representatives, and City staff evaluated proposals from the architectural firms. It was unanimously agreed that the best qualified firm was Scott Edwards Architecture LLP, (SEA), a firm from Portland. SEA has had extensive experience designing new and renovated senior centers in Oregon and other locations, and several of the projects involved the use of Community Development Block Grant funding. On June 12, 2013 Sid Scott, the principal partner of SEA, met with staff and discussed the work needed, toured the facility, and met with board members of the Astoria Senior Center. A draft scope of work was subsequently prepared.

Attached to this memorandum is a contract in the amount of \$115,000 and the draft scope of work. These documents have been forwarded to the State for review. The State representative, Melanie Olson, must review and approve the contract and scope prior to the approval of a contract of the architect; however, it is expected that this review will be conducted prior to the July 1, 2013 Council meeting and any changes would be minor in nature. Assuming the contract is approved by the City Council at the July 1st meeting, the architects are prepared to begin design work in mid to late July.

RECOMMENDATION

It is recommended that the Council approve the proposed contract with Scott Edwards Architecture LLP in the amount of \$115,000 for architectural services for the Senior Center renovation.

By: _____
Brett Estes, Community Development
Director/Assistant City Manager

By: _____
Mike Morgan, Consultant

**CITY OF ASTORIA
CONTRACT FOR PERSONAL SERVICES**

CONTRACT:

This Contract, made and entered into this _____ day of _____, 2013 by and between the City of Astoria, a municipal corporation of the State of Oregon, hereinafter called "CITY", and Scott I Edwards Architecture LLP, 2525 E Burnside, Portland, OR 97214 called "CONSULTANT", duly authorized to perform such services in Oregon.

WITNESSETH

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

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

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

1. CONSULTANT SERVICES

A. CONSULTANT shall perform professional services, as outlined in the Attachment A, to the City of Astoria regarding architectural services for Astoria Senior Center Renovation project.

B. Consultant's services are defined solely by this Contract and its attachments and not by any other contract or agreement that may be associated with this project.

C. The CONSULTANT'S services shall be performed as expeditiously as is consistent with professional skill and the orderly progress of work.

2. COMPENSATION

A. The CITY agrees to pay CONSULTANT a total not to exceed \$115,000 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 Paul Benoit, City Manager, Special Projects consultant, City of Astoria, 1095 Duane Street, Astoria, Oregon, 97103, (503) 325-5824.

5. CONSULTANT'S REPRESENTATIVE

For purposes hereof, the CONSULTANT'S authorized representative will be Sid L. Scott, AIA, Leed, Scott I Edwards Architecture LLP, 2525 E Burnside, Portland, OR 97214, (503) 226-3617..

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

11. NONWAIVER

The failure of the CITY to insist upon or enforce strict performance by 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 without written authorization of CONSULTANT.

23. STANDARD OF CARE

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

24. NO THIRD PARTY BENEFICIARIES

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

25. ASSIGNMENT

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

26. SEVERABILITY AND SURVIVAL

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

27. COMPLETE CONTRACT

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

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

Approved as to form:

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

Attorney

BY: _____
Mayor Date

BY: _____
City Manager Date

BY: _____
Consultant Date

**Astoria Senior Center
Renovation Project**
June 24, 2013

The following is our proposed scope of services, fee breakdown and schedule for the project. The proposed scope of services is based on a very interactive and participatory process with the Senior Center, Loaves and Fishes and the City.

I. Architectural Scope of Services

1. Research:

- A. Kick-off meeting with the Project Committee (PC) consisting of representatives of the Senior Center, City Staff, Loaves and Fishes, Grant Manager and Construction Manager to:
 - 1. Review understanding of the project goals, budget and schedule.
 - 2. Confirm procedures and lines of communication.
 - 3. Define roles and responsibilities of each person that will participate in the project.
 - 4. Review and discuss existing plans/studies.

- B. Existing Building Analysis:
 - 1. Gather existing information and data including:
 - a. Existing Architectural feasibility report.
 - b. Existing Structural Seismic Analysis report.
 - c. Existing building plans.
 - 2. Evaluate condition of existing building's infrastructure and potential for remodel.

- C. Move-in and Understand:
 - 1. Our team will spend a day on-site observing how the current senior center operates and interacts with the community.

- D. Community Open House:
 - 1. Conduct an Open House at the Senior Center to facilitate a discussion with the community about thoughts and ideas about potential improvements to the center.

- E. Similar Center Tour:
 - 1. Conduct a tour of similar senior centers with PC.
 - 2. Evaluate the pros and cons of each.
 - 3. Document with photos and written evaluations.

- F. Code Evaluation:
 - 1. Meeting with the City to confirm planning, zoning and building code criteria.

2. Schematic Design:

- A. Building Program:
 - 1. Conduct a workshop with the PC to review the current program uses of the building and discuss dreams, ideas and images for improving the center. Establish a list of desired improvements and prioritize. Develop a written program for desired improvements including space sizes, special needs, etc.

B. Planning/Design:

1. Based on the Building Program, develop alternative floor plan design options to accommodate all desired uses.
2. Meet with the PC to review the alternative options and discuss pros and cons of each.
3. Select the preferred option.
4. Prepare a cost estimate for the preferred option.
5. Meet with the PC to present the Schematic Design Documents including program, preferred option and cost estimate. Modify as necessary.
6. Based on the approved Schematic Design Documents, conduct a preliminary review with the City building department.

3. Design Development:

A. Prepare Design Development Documents including:

1. Further refinement of the elements that were developed in the Schematic Design Documents including floor plans, building/wall sections, preliminary details and reflected ceiling plans.
2. Prepare an outline specification.
3. Meet with the PC to review progress development.
4. Update cost estimate and the project development schedule.
5. Meet with the PC to present the Design Development Documents, discuss modifications and revise as necessary.
6. Conduct a Community Open House at the Senior Center to present the design to the community and gather input and comments.

4. Construction Documents:

A. Upon authorization from the PC, develop detailed construction documents for development of the project including the following:

1. Architectural and Structural design and documentation. Performance specifications for Mechanical, Electrical and Plumbing.
2. Project Specifications.
3. Coordination with the State regarding compliance with Block Grant criteria.
4. Assist the City in preparation of bidding documents.
5. Meet with the PC to review progress of Construction Documents at 50%, 75% and 100% completion.
6. Update cost estimate and schedule.

5. Permit:

- A. Submit the Construction Documents to the City for building permit application and the County for Electrical plan review. Monitor the examination process, respond to plan check comments and obtain general building and electrical permit.

6. Bid:

- A. Assist with bidding project by:
 - 1. Issuing construction documents for public bid.
 - 2. Coordination with the State regarding compliance with Block Grant criteria.
 - 3. Establishing list of potential bidders.
 - 4. Attending pre-bid project walk through.
 - 5. Responding to bid questions via addenda.
 - 6. Reviewing substitution requests.
 - 7. Attending bid opening, assist in review of bids and make recommendation of award of contract.

7. Construction:

- A. Work with the PC representative and the selected General Contractor to successfully complete the project including:
 - 1. Site meetings every two weeks, phone conference call every other week with design team members as needed to review construction for conformance with the construction documents and project schedule.
 - 2. Site visit by MEP engineer at the completion of rough-in.
 - 3. Issue revisions to the construction documents as required.
 - 4. Review submittals and respond to RFI's.
 - 5. Review payment applications.
 - 6. Conduct final punch list review and monitor completion of punch list items.
 - 7. Coordinate and review as-built plans prepared by the General Contractor.
 - 8. Review Operations and Maintenance Manual for compliance with construction documents.
 - 9. Close out project.
 - 10. Conduct a walk through prior to expiration of the one year general construction warranty. Notify the General Contractor of warranty work to be completed and monitor work.

II. Fees

Total Fee of \$115,000 based on the following phases:

Phase	Percentage	Amount
1. Research	5%	\$ 5,750
2. Schematic Design	12%	\$ 13,800
3. Design Development	13%	\$ 14,950
4. Construction Documents	50%	\$ 57,500
5. Permit	2%	\$ 2,300
6. Bid	2%	\$ 2,300
7. Construction	16%	\$ 18,400
Total	100%	\$115,000

Reimbursable expenses for printing and travel are included in the above fees.

III. Schedule

The contract will be completed by September 30, 2014.

Oregon Community Development Block Grant
Required Federal Contract Clauses
Use for **Non-Construction Contracts** Where the Grant Award **Exceeds** \$100,000

1. Source of Funds

“Work under this contract will be funded [in part/in its entirety] with federal grant funds from the Oregon Community Development Block Grant program.”

2. Conflict of Interest

No employee, agent, consultant, officer, elected official or appointed official of the city or county grant recipient or any of its sub-recipients (sub-grantees) receiving CDBG funds who exercise or have exercised any functions or responsibilities with respect to CDBG activities who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity or have an interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom that have family or business ties, during their tenure or for one year thereafter, in accordance with 24 CFR Part 570.489(h).

3. Minority, Women and Emerging Small Business (*Instruction: Include if contract is \$10,000 or more*)

Before the final payment to Contractor is made, Contractor shall submit the attached “Minority, Women and Emerging Small Business Activity Report”.

4. Section 3 - Economic Opportunities for Low- and Very Low-Income Persons (This clause is applicable only if the Community Development Block Grant exceeds \$100,000 the funded activity leads to construction i.e. engineering, program management etc.)

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD’s regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the contractor’s commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire,

Exhibit 5E (2013) – Grant award exceeds \$100,000 - Non-Construction Contracts

availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been in violation of the regulations in 24 CFR part 135.
 - E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations in 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor’s obligations under 24 CFR part 135.
 - F. Noncompliance with HUD’s regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.
5. Prohibition on the Use of Federal Funds for Lobbying
As evidenced by execution of this contract, Contractor certifies, to the best of their knowledge and belief that:

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

- C. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed (Contractor)

Title / Firm

Date

Minority, Women and Emerging Small Business Activity Report

The **report** on the following page is to be completed by grantees, developers, sponsors, builders, agencies, and/or project owners for reporting contract and subcontract activities of \$10,000 or more under the following programs: Community Development Block Grants (entitlement and small cities); Urban Development Action Grants; Housing Development Grants; Multi-family Insured and Noninsured; Public and Indian Housing Authorities; and contracts entered into by recipients of CDBG rehabilitation assistance.

Contracts/subcontracts of less than \$10,000 need be reported only if such contracts represent a significant portion of your total contracting activity. Include only contracts executed during this reporting period.

This form has been modified to capture Section 3 contract data in columns 7g and 7i. Section 3 requires that the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs shall, to the greatest extent feasible, be directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. Recipients using this form to report Section 3 contract data must also use Part I of form HUD-60002 to report employment and training opportunities data. Form HUD-2516 is to be completed for public and Indian housing and most community development programs. Form HUD-60002 is to be completed by all other HUD programs including State administered community development programs covered under Section 3.

A Section 3 contractor/subcontractor is a business concern that provides economic opportunities to low- and very low-income residents of the metropolitan area (or non-metropolitan county), including a business concern that is 51 percent or more owned by low- or very low-income residents; employs a substantial number of low- or very low-income residents; or provides subcontracting or business development opportunities to businesses owned by low- or very low-income residents. Low- and very low-income residents include participants in Youth build programs established under Subtitle D of Title IV of the Cranston-Gonzalez National Affordable Housing Act.

The terms “low-income persons” and “very low-income persons” have the same meanings given the terms in section 3(b)(2) of the United States Housing Act of 1937. Low-income persons mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary’s findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families. Very low-income persons means low-income families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary’s findings that such variations are necessary because of unusually high or low family incomes.

1. Grantee/Project Owner/Developer/Sponsor/Builder/Agency							2. Location (City, State, ZIP Code)							
3a. Name of Contact Person					3b. Phone Number (Including Area Code)			6. Date Submitted						
See Explanation of Codes below										7j.				
7a.	7b.	7c.	7d.	7e.	7f.	7g.	7h.	7i.	Name	Street	City	State	Zip Code	

7c: Type of Trade Codes:

- 1 = New Construction
- 2 = Substantial Rehab.
- 3 = Repair
- 4 = Service
- 5 = Project Mangt.
- 6 = Professional
- 7 = Tenant Services
- 8 = Education/Training
- 9 = Arch./Engrg. Appraisal
- 0 = Other

7d: Racial/Ethnic Codes:

- 1 = White Americans
- 2 = Black Americans
- 3 = Native Americans
- 4 = Hispanic Americans
- 5 = Asian/Pacific Americans
- 6 = Hasidic Jews

Explanation of Codes

1. Grantee: Enter the name of the unit of government submitting this report.

3. Contact Person: Enter name and phone of person responsible for maintaining and submitting contract/subcontract data.

7a. Grant Number: Enter the HUD Community Development Block Grant Identification Number (with dashes). For example: B-32-MC-25-0034. For Entitlement Programs and Small City multi-year comprehensive programs, enter the latest approved grant number.

7b. Amount of Contract/Subcontract: Enter the dollar amount rounded to the nearest dollar. If subcontractor ID number were provided in 7f, the dollar figure would be for the subcontract only and not for the prime contract.

7c. Type of Trade: Enter the numeric codes which best indicates the contractor's/subcontractor's service. If subcontractor ID number were provided in 7f, the type of trade code would be for the subcontractor only and not for the prime contractor. The "other" category includes supply, professional services and all other activities except construction and education/training activities.

7d. Business Racial/Ethnic Code: Enter the numeric code, which indicates the racial/ethnic character of the owner(s) and controller(s) of 51% of the business. When 51% or more is not owned and controlled by any single racial/ethnic category, enter the code that seems most appropriate. If the subcontractor ID number were provided, the code would apply to the subcontractor and not to the prime contractor.

7e. Woman Owned Business: Enter Yes or No.

7f. Contractor Identification (ID) Number: Enter the Employer (IRS) Number of the Prime Contractor as the unique identifier for prime recipient of HUD funds. Note that the Employer (IRS) Number must be provided for each contract/subcontract awarded.

7g. Section 3 Contractor: Enter Yes or No.

7h. Subcontractor Identification (ID) Number: Enter the Employer (IRS) Number of the subcontractor as the unique identifier for each subcontract awarded from HUD funds. When the subcontractor ID Number is provided, the respective Prime Contractor ID Number must also be provided.

7i. Section 3 Contractor: Enter Yes or No.

7j. Contractor/Subcontractor Name and Address: Enter this information for each firm receiving contract/subcontract activity only one time on each report for each firm.



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

June 27, 2013

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  PAUL BENOIT, CITY MANAGER

SUBJECT: PAY ADJUSTMENT #3 – COMPLETION OF GARDEN OF SURGING WAVES

DISCUSSION/ANALYSIS

On June 4, 2013, an extremely successful Garden of Surging Waves fundraiser, co-sponsored by Mayor Van Dusen and Jordan Schnitzer, was held at Mr. Schnitzer's residence in Portland. A number of individuals attended and a total of \$437,000 was raised. Following the fundraiser, City staff and the Garden of Surging Waves contractor Robinson Construction began negotiating a contract amendment to complete the project.

On February 19, 2013, City Council authorized the award of a construction contract to Robinson Construction Company in the amount of \$798,498 for the first sequence of the Garden of Surging Waves. Two pay adjustments have been processed to date totaling \$16,202.83 bringing the current contract amount to \$814,700.83. This last pay adjustment, totaling \$571,539.03, will allow for all remaining sequences to be implemented, bringing the full project scope to completion.

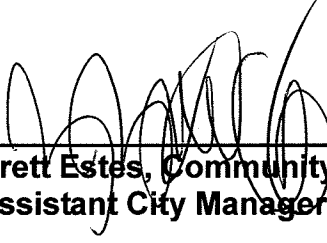
It should be noted that this pay adjustment also includes engraving for the pavers, plaques and donor screen. As additional donors continue to make contributions and the specific wording on the donor panel is refined, the allocation for engraving may be further refined (up or down). Randy Robinson, owner of Robinson Construction, in addition to making a donation to the project, has graciously offered to cover any unexpected contract amendments associated with construction of the remaining sequences (excluding engraving). Therefore, no project contingency will need to be held for the project. The contract amount would be paid from the Garden of Surging Waves Parks Fund, based on the funds received to date and the donor commitments made.

Should Pay Adjustment #3 be approved by City Council on July 1st, it is expected that the marble column pavilion structure, including timbers, will be installed over the next four to five weeks. Robinson would remobilize on the site in September to continue work as some of the materials included in the additional Sequences require lead time for production. It is anticipated that the Garden of Surging Waves will be completed in November 2013.

RECOMMENDATION

It is recommended that the City Council authorize Pay Adjustment #3 in the amount of \$571,539.03 with Robinson Construction for completion of the Garden of Surging Waves.

Submitted By



**Brett Estes, Community Development Director /
Assistant City Manager**



Jeff Harrington PE, City Engineer

21360 NW Amberwood Drive, Hillsboro, OR 97124 Phone: 503-645-8531 Fax: 503-645-5357 OR CCB#63147 WA #ROBINCC*125L5

TITLE: Contract Amendment #3

DATE: 6/27/2013

PROJECT: Astoria Heritage Square

JOB: 1312

TO: Robinson Construction Co.
Attn: Nicholas Pennington
21360 NW Amberwood Drive
Hillsboro, OR 97124

CONTRACT NO: 1312-000

Phone: 503-645-8531 Fax: 503-645-5357

YOU ARE HEREBY DIRECTED TO MAKE THE FOLLOWING CHANGES TO THIS CONTRACT. THIS CHANGE IS SUBJECT TO ALL THE CONDITIONS AND TERMS OF THE ORIGINAL SUBCONTRACT OR PURCHASE AGREEMENT AND WILL BECOME A PART OF SAID DOCUMENTS.

This change order is to add the remaining scope regarding the Garden of Surging Waves Project. Robinson Construction Co. will take responsibility for all change orders other than those generated from addition to scope or updates to the drawings. The section of this change order pertaining to engraving is to be tracked and treated as an allowance with final agreement costs determined at the end of the project.

COLLECTED CHANGES

Type	Number	Title	Change Mgmt. No.	Cost
PCO	00016	Owner Change Order: Sequences B,C&D	00020	\$573,900.00
PCO	00017	Owner Change Order: B,C&D Changes	00021	(\$3,841.54)
PCO	00018	Owner Change Order: Timber Change to Native Species	00022	(\$31,970.63)
PCO	00019	Owner Change Order: Engraving Budget	00025	\$33,451.20
Total of Collected Changes:				\$571,539.03

ROBINSON

CONSTRUCTION CO.

CHANGE ORDER
No. 003

21360 NW Amberwood Drive, Hillsboro, OR 97124 Phone: 503-645-8531 Fax: 503-645-5357 OR CCB#63147 WA #ROBINCC*125L5

This change shall be final and binding unless Subcontractor gives Contractor written notice disputing such change order within forty-eight (48) hours. Such written notice shall state the basis for the protest, including all backup, and shall cite any provision of the Contract Documents relied on by Subcontractor in disputing this change order. FAILURE TO PROVIDE WRITTEN NOTICE WITHIN THE TIME SPECIFIED SHALL CONSTITUTE A WAIVER OF ANY RIGHT TO PROTEST OR APPEAL THIS CHANGE ORDER.

The Original Contract Sum was	\$798,498.00
Net Change by Previously Authorized Requests and Changes	\$16,202.83
The Contract Sum Prior to This Change Order was	\$814,700.83
The Contract Sum Will be Increased	\$571,539.03
The New Contract Sum Including This Change Order	\$1,386,239.86
The Contract Time Will Not Be Changed	
The Date of Substantial Completion as of this Change Order Therefore is ...	

ACCEPTED:

Robinson Construction Co.

City of Astoria

Wilkins Constulting

By: _____

By: _____

By: _____

Nicholas Pennington

Brett Estes

Jim Wilkins

Date: _____

Date: _____

Date: _____

ROBINSON

CONSTRUCTION CO.

Change Order Proposal
No. 00016

21360 NW Amberwood Drive, Hillsboro, OR 97124 Phone: 503-645-8531 Fax: 503-645-5357 OR CCB#63147 WA #ROBINCC*125L5

TITLE: Owner Change Order: Sequences B,C&D

DATE: 6/27/2013

PROJECT: Astoria Heritage Square

JOB: 1312

TO: Brett Estes
City of Astoria
City Hall
Astoria, OR 97103

FOR WORK BELOW, WE OFFER THE FOLLOWING QUOTATION:

The original contract has a document attached, "Shedule of Values - B, C D". This document outlines the cost of the future sequences to be added as change orders.

Description	Amount
This change order is for the adding of Sequences B (including Alternates 1 & 2), C and D. This change order will increase the final turnover date to October 21, 2013.	\$573,900.00

- Add Sequence B - \$170,462
- Add Sequence B Alternate #1 - \$33,755
- Add Sequence B Alternate #2 - \$37,840
- Add Sequence C - \$212,142
- Add Sequence D - \$119,701

Subtotal: \$573,900.00
Total Cost of Proposal: \$573,900.00

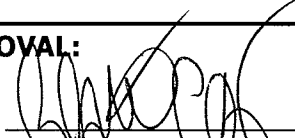
This proposal is good for 7 days, after which time, additional related costs required to complete the work on the schedule may be added.

SUBMITTED:

By: 
Nicholas Pennington

Date: 6-27-13

APPROVAL:

By: 
Brett Estes

Date: June 27, 2013

CM No: 00020

60.01.00 - GENERAL

THIS AGREEMENT, made and entered into this 26th day of February, 2013, by and between Robinson Construction Co., 21360 NW Amberwood Drive, Hillsboro, OR 97124, 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:

Astoria Heritage Square Phase 1 – Garden of Surging Waves (Sequence A)

If notified that funding is available and is 75 days prior to contract completion **CONTRACTOR** agrees to perform the work of:

Astoria Heritage Square Phase 1 – Garden of Surging Waves (Sequence B)

Astoria Heritage Square Phase 1 – Garden of Surging Waves (Sequence C)

Astoria Heritage Square Phase 1 – Garden of Surging Waves (Sequence D)

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. If notice is given after such date described above, the alternate pricing will apply.

60.3.00 - COMPLETION OF CONTRACT

The **CONTRACTOR** agrees that the work under this contract shall be performed within 126 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 \$798,498.00 for Sequence A, \$137,854 for Sequence B, \$190,424 for Sequence C, and \$109,893 for Sequence D. 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

Specification Section	Description	Schedule Value in Initial Contract	As Alternate to Contract
Sequence B: Add Pavilion to include Mosaic & Landscaping			
1000	General Conditions	\$3,500	\$10,000
Pavilion Construction			
04 4300	Stone Masonry & Column Install	\$122,093	\$122,199
	Basalt Polished Benches	\$3,562	\$3,562
	Marble Column Prep	\$5,900	\$5,900
05 7000	Decorative Metal		
	Stainless Steel @ Pavilion Paving (Supply Only)	\$2,484	\$2,484
	Stainless Collars & Bases (Supply Only)	\$12,912	\$12,912
	Install	\$5,500	\$5,500
06 1323	Heavy Timber Construction		
	Material Supply	\$53,880	\$53,880
	Install	\$13,500	\$13,500
07 6200	Sheet Metal Flashing and Trim		
	Sheet Metal Flashing	\$15,000	\$15,000
	Caulking	\$5,000	\$5,000
09 9113	Exterior Painting	\$3,650	\$3,650
26 0500	Common Work Results For Electrical Systems	\$240	\$276
26 0533	Raceways and Boxes	\$465	\$535
Interior Landscaping			
32 8200	Irrigation	\$9,624	\$19,901
32 9000	Planting	\$1,387	\$1,664
	Place Topsoil	\$3,620	\$4,163
32 9100	Planting Preparation	\$7,391	\$8,500
	Overhead	(\$2,774)	\$5,574
	Insurance	\$0	\$15,210
	Bond	\$1,422	\$1,422
	Sequence B - TOTAL	\$137,854	\$170,462
	VE Option to Substitute Timber	(\$28,000)	(\$28,000)
	Alternate #1: Add Artisan D - Salmon Lantern	\$27,860	\$33,755
	Alternate #2: Add Artisan E - Sturgeon Mosaic	\$31,300	\$37,840

Further Break Down of Alternates	Initial	Alternate to Contract
Alternate #1: Add Artisan D - Lantern		
General Conditions	\$200	\$3,329
Artisan D	\$27,660	\$30,426
Alternate #1 - TOTAL	\$27,860	\$33,755
Alternate #2: Add Artisan E - Mosaic		
General Conditions	\$300	\$3,740
Artisan E	\$31,000	\$34,100
Alternate #2 - TOTAL	\$31,300	\$37,840

Specification Section	Description	Added with Original Contract	Additional GC Mobilization
Sequence C: Add Story Screen & Remain Pavers			
1000	General Conditions	\$2,500	\$10,000
Artisan A: Story Screen			
	Story Screen	\$113,120	\$122,210
	Precast Concrete Base	\$21,960	\$21,960
31 2000	Aggregate Bases	\$1,050	\$1,271
Remaining Pavers			
32 1413	Precast Concrete Pavers	\$25,292	\$26,612
31 2000	Aggregate Bases	\$5,880	\$7,115
	Overhead	\$16,980	\$18,917
	Insurance	\$1,598	\$1,769
	Bond	\$2,055	\$2,289
	Sequence C - TOTAL	\$190,424	\$212,142
Sequence D: Add Donor Screen, Precast Seating Blocks & Precast Timeline			
1000	General Conditions	\$3,500	\$10,000
Artisan B: Precast			
	Seating Blocks	\$29,978	\$29,978
	Timeline Benches	\$34,812	\$34,812
31 2000	Aggregate Bases	\$4,410	\$5,336
Artisan C: Donor Screen			
	Donor Screen	\$25,292	\$26,612
	Overhead	\$9,799	\$10,674
	Insurance	\$916	\$998
	Bond	\$1,186	\$1,292
	Sequence D - TOTAL	\$109,893	\$119,701

Please Note:
- The shown values do not reflect any inflation/deflation of material prices. When alternates are awarded, material prices will need to be confirmed.
- If Sequence B, C and D are performed at the same time, there is only (1) general conditions cost totaling to \$10,000

ROBINSON

CONSTRUCTION CO.

Change Order Proposal
No. 00017

21360 NW Amberwood Drive, Hillsboro, OR 97124 Phone: 503-645-8531 Fax: 503-645-5357 OR CCB#63147 WA #ROBINCC*125L5

TITLE: Owner Change Order: B,C&D Changes

DATE: 6/27/2013

PROJECT: Astoria Heritage Square

JOB: 1312

TO: Brett Estes
City of Astoria
City Hall
Astoria, OR 97103

FOR WORK BELOW, WE OFFER THE FOLLOWING QUOTATION:

This change order is for the scope changes and material price changes connected to adding Sequences B, C & D. This change order is only in effect if COP016 is accepted.

Description	Amount
Credit for Marble Column Prep. This work was added in Sequence A in Owner Change Order #1.	(\$5,900.00)
Credit for Exterior Painting. This scope is to be removed from the scope of this contract (and performed by City of Astoria).	(\$1,450.00)
Material cost increase in Stainless Steel Collars & Bases	\$852.00
Material increase in Stainless Steel at Pavilion Paving.	\$148.00
Additional landscaping cost for CCD1 & RFI035.	\$652.14
Additional cost for CCD#1 survey.	\$600.00
Electrical rework of conduit due to changes in CCD#1 & RFI035.	\$1,800.00
Storage of already delivered light fixtures.	\$600.00
Storage of pavers during break in work.	\$1,500.00
Credit for stainless steel conduit, with the exception of the piece needed to span the length of the marble column.	(\$1,500.00)
VE credit to change zinc sheet metal to stainless.	(\$1,100.00)
Subtotal:	(\$3,797.86)

Insurance & Bond

(\$43.68)

This proposal is good for 7 days, after which time, additional related costs required to complete the work on the schedule may be added.

SUBMITTED:

By: 

Nicholas Pennington

Date: 6-27-13

APPROVAL:

By: 

Brett Estes

Date: June 27, 2013

CM No: 00021

Form F_COP_W_MARKUP

ROBINSON
CONSTRUCTION CO.

Change Order Proposal
No. 00017

21360 NW Amberwood Drive, Hillsboro, OR 97124 Phone: 503-645-8531 Fax: 503-645-5357 OR CCB#63147 WA #ROBINCC*125L5

TITLE: Owner Change Order: B,C&D Changes

DATE: 6/27/2013

PROJECT: Astoria Heritage Square

JOB: 1312

TO: Brett Estes
City of Astoria
City Hall
Astoria, OR 97103

FOR WORK BELOW, WE OFFER THE FOLLOWING QUOTATION:

Total Cost of Proposal: (\$3,841.54)

This proposal is good for 7 days, after which time, additional related costs required to complete the work on the schedule may be added.

SUBMITTED:

APPROVAL:

By: _____

By: _____

Nicholas Pennington

Brett Estes

Date: _____

Date: _____

CM No: 00021

Form F_COP_W_MARKUP

HANSET

We craft the vision

PO BOX 11360, PORTLAND, OREGON 97211-0350
1729 NE ARGYLE, PORTLAND, OREGON 97211-1801
TEL: (503) 283-8822 (800) 360-7030 FAX: (503) 283-8875
CCB #66223 HTTP://WWW.HANSETCORP.COM

Proposal and Contract

Page 1 of 2

Quote Date: 6/12/2013

Quote No.: Q 17269.901-02

Robinson Pipe Sleeve Column Connector

ATTN: Nicholas Pennington Phone: 503/213-2504 Email:	Customer Robinson Construction Co. 21360 NW Amberwood Drive Hillsboro OR 97124-9321	Sales Representative: Jim Hanset ext. 2170
--	---	---

Description of Work:

We are pleased to offer the following for your consideration:

Addition cost increases in stainless steel prices:

Pavilion Collars & Bases

\$852.00

Pavilion Paver Ring

\$148.00

Clarification of Scope:

Total Price: \$1000.00

Terms:

Net 30

Quote Valid for:

30 Days

Lead Time from Acceptance of Quote:

1 week

Delivery Point:

Our Dock

Bid Document:

Please sign and date page 2 of this quote and fax or mail all pages to Hanset Stainless, Inc. to indicate approval.

Nick Pennington

From: Jason Schonert [Jason@schonerttile.com]
Sent: Wednesday, June 26, 2013 1:47 PM
To: Nick Pennington
Subject: Paver Storage

Nick,

I just heard back from the manufacturer and the cost to store the pavers would be \$500.00 per month for the order. I think this will be the cheapest option as trucking cost would be more than this.

thanks,

Jason Schonert
Project Manager



12452 SE Capps Rd Ph:503-723-9413
Clackamas, OR 97015 Fx:503-723-9417

DENNIS'  **DEES**
 landscaping garden centers

ATTENTION: Nick Pennington
COMPANY: Robinson Construction
PHONE: (503) 213-2504
FAX: (503) 645-5357

FROM: Doug Pickett
COMPANY: Dennis' Seven Dees Landscaping, Inc.
PHONE: (503) 777-7777
FAX: (503) 777-2399

DATE: 06/17/13
OF PAGES: 1

JOB NAME: Astoria Heritage Square

RE: VE Plant Spacing

SEQUENCE B	Per Contract
Reduce depth of compost from 4" depth to 2" depth	(\$148)
Increase Black Mondo Grass spacing from 9 to 12"	(\$537)
Increase Mondo Grass spacing from 9 to 12"	(\$171)
Increase Silver Lily Turf spacing from 12 to 16"	(\$310)
Increase Lily Turf spacing from 12 to 16"	(\$118)
Increase Himalayan Sarcococca spacing from 12 to 18"	(\$226)
Till plant pits (5' x 6" depth and 3' x 6" depth)	\$1,523
ADJUSTED SEQUENCE B	\$13
RFI 35 changes.	\$639.14

NOTES AND EXCLUSIONS

* Any and all services provided by the general contractor and exclusions agreed upon per original contracted proposal are assumed as part of this proposal.

* Please approve within 5 days of memo date or proposal is void

Respectfully Submitted,

Doug Pickett
Project Manager

Authorization to proceed:

Name: _____

Print: _____

Date: _____

7355 SE Johnson Creek Blvd.
 Portland, Oregon 97206 OLCB#5009
 (503)777-7777
 (503)777-2399 fax

Nick Pennington

From: Brent Boles [BJB@InlandElectricInc.com]
Sent: Tuesday, June 25, 2013 8:24 AM
To: Nick Pennington
Subject: FW: Heritage Park

Sorry about this....I sent it to the wrong Nick.

Brent

From: Brent Boles [mailto:BJB@InlandElectricInc.com]
Sent: Friday, June 21, 2013 5:28 PM
To: Josh Sierra (JSierra@robcon.com)
Cc: nick.johnson@cummins.com
Subject: Heritage Park

I am still not entirely sure of the schedule for completion of the project. I have worked up some rough numbers for you present @ your meeting on Monday.

They are as follows:

Rework Type A fixtures to the South East of pavilion once the planters are dug out, rework conduit for statue, rework conduit for stone work to the NW of the pavilion. \$1,800

De mob and Re mob in October -----\$1,000

Labor increase.....\$534.00

Of Site storage of fixtures and transportation of fixtures back to the job site.....\$600

Brent Boles
Inland Electric, Inc.
Ph# 503-717-9148
Fax# 503-717-4147
CCB#151632
NORTHBE941BD
WBE #3303

ROBINSON

CONSTRUCTION CO.

**Change Order Proposal
No. 00018**

21360 NW Amberwood Drive, Hillsboro, OR 97124 Phone: 503-645-8531 Fax: 503-645-5357 OR CCB#63147 WA #ROBINCC*125L5

TITLE: Owner Change Order: Timber VE

DATE: 6/27/2013

PROJECT: Astoria Heritage Square

JOB: 1312

TO: Brett Estes
City of Astoria
City Hall
Astoria, OR 97103


FOR WORK BELOW, WE OFFER THE FOLLOWING QUOTATION:

This change order is for the Value Engineering of the Timber Material. This change order is only in effect if COP016 is accepted.

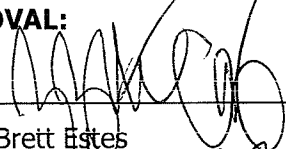
Description	Amount
Credit for original price to supply Redwood Timber.	(\$53,880.00)
Credit for original application of timber tech uv protection.	(\$2,150.00)
Change Pavilion Timber from Redwood to Doug Fir, S4S, graded to meet select structural, with a HI-Clear pressure treatment.	\$6,676.85
Millwork to prepare wood for install, provided by RLD.	\$11,185.00
Supply of Neoprene pads.	\$5,200.00
Supply of hardware (Simpson straping & bolts).	\$1,361.00
Subtotal:	<u>(\$31,607.15)</u>
Insurance & Bond	(\$363.48)
Total Cost of Proposal:	<u>(\$31,970.63)</u>

This proposal is good for 7 days, after which time, additional related costs required to complete the work on the schedule may be added.

SUBMITTED:

By: 
Nicholas Pennington
Date: 6-27-13

APPROVAL:

By: 
Brett Estes
Date: June 27, 2013
CM No: 00022

**QUOTATION FROM:
RLD Company, Inc.**

2310-A E. 2nd Street, Vancouver, WA 98661
(360) 693-5160 FAX (360) 693-8266

Quote No.		Date	June 25, 2013
Job Name	Astoria Heritage Square	Job Location	Astoria, OR 97103
Quote To:	Robinson Construction	Phone No.	(503) 645-8531
Attention:	Nick	Fax No.	(503) 645-5357
Bid Amount	\$26,375.00	Spec Section	161323
Description	Heavy timber pavilion	Salesman	Brendan Donahue
Inclusions	<p>Shop fabricated timber columns & beams for pavilion per sheets A2.4.1, A2.4.2, A2.4.3 Timbers will be shop cut to length, drilled, notched, etc as needed and arrive ready for erection Holes and grooves included for conduit as shown on A3/A2.4.3 Simpson LSTI-49 and SD Screws per A1/S2.4.3 LSTI-49 will be stainless steel A316L. SD Screws will come w/ standard mechanically galvanized coating Shop Drawings- Placement plan, elevation, individual piece details, connection callouts Freight to jobsite</p> <p>All wood will be Doug Fir, 85/15 Clear (#2 Export), partial Air Dried, FOHC, S4S Graded to meet Select Struc slope of grain</p> <p>Add for Neoprene pads under timber columns per A7/A2.4.2 \$ 5,200.00 Pads will be 2" thick x 8" diameter fabricated to fit over anchor bolts</p> <p>Deduct to use Doug Fir, Select Structural, KD, FOHC, S4S timbers \$ (9,000.00) Timbers will be standard Select Struc grade w/ knots Deduct 3-4 weeks from lead time below.</p> <p>Deduct for timbers to be supplied by others \$ (15,190.00) Timbers will be delivered to Chehalis, WA by others for RLD Co to fab</p> <p>Shop drawing lead time is 1-2 weeks Fabrication lead time is 8-10 weeks after receipt of approved shop drawings.</p>		
Exclusions	<p>Excludes all steel and hardware Excludes Neoprene bearing pad at bottom of timber columns Excludes SS Conduit & 22 Ga Zinc Coping Typ all locations Excludes Engineering, Design, Installation & Erection Excludes Factory Finish, Stain, Paint & Varnish. Excludes Pressure Treatment. Excludes Steel and Welding Independent Inspection - Paid by Owner Excludes Field Measurements Excludes Sales Tax Excludes eased edges on all timbers and glulam beams unless otherwise noted</p>		
Terms	TBD	FOB	Jobsite
Comments	Quotation Good for 30 Days		

CUDAHY LUMBER COMPANY
 3010 SE TUALATIN VALLEY HWY
 HILLSBORO, OR 97123
 Phone: (503) 648-0831 Fax: (503) 640-2949

Page 1

<<< QUOTE >>>

Quote# 00043148

SPECIAL NOTES

Time:14:48:48

Terms:2% 10TH

T 48
 Salesperson MARK TOWNSEND No.:25 25 REPRINT Placed by: Date:06/26/2013
 Ship Date:06/20/2013

Sold: ROBINSON CONSTRUCTION
 To: 21360 N.W. AMBERWOOD DR.
 HILLSBORO, OR 97124-9321

Ship:HERITAGE SQUARE
 To:ASTORIA, CA

Phone: (503) 645-8531

Phone: () 645-8531

Customer No.: 3370 Job: 000 Customer P.O.

Ship Via :

Ln	Qty	Description	Item No.	Unit	Price	Unit	Extension
1	4	10" DIA TURNED POLES 9'	M	4.00	305.00	EA	1220.00
2	56	4X8-RL SELECT STRUCT DRY DF S4S 4/14	48SSD	149	1575.00	MBF	234.68
4	48	4X12-RL SEL STR DRY DF S4S 4/12	412SSD	192	1575.00	MBF	302.40
6	48	4X14-RL SELECT STRUCT DRY DF S4S 4/12	414SSD	224	1695.00	MBF	379.68
8	64	6X10-RL SELECT STRUCT DRY DF S4S 4/16	610SSD	320	1675.00	MBF	536.00
10	84	6X14-RL SEL STRUCT DF S4S 2/14 4/14	614SS	588	1795.00	MBF	1055.46
12	44	6X14-RL SEL STRUCT DF S4S 2/22	614SS	308	1850.00	MBF	569.80
14	1	6X14 TO BE DRY	M	1.00	0.00	EA	0.00
15	1781	TSO P.T. CA-C CEDAR TONE	MM	1781	325.00	MBF	578.83
16	1	TSO HI-CLEAR TREATMENT	M	1.00	1800.00	EA	1800.00

WEIGHT: 4924 lbs T.B.F. 3562 QUOTE EXPIRES 06/27/2013

Sub: \$6676.85
 Taxable: 0.00
 NonTaxable: 6676.85
 Rate: 0.0000 Tax: 0.00
 Quote Total: \$6676.85

Item tax:

CCB #2344

ROBINSON

CONSTRUCTION CO.

Change Order Proposal
No. 00019

21360 NW Amberwood Drive, Hillsboro, OR 97124 Phone: 503-645-8531 Fax: 503-645-5357 OR CCB#63147 WA #ROBINCC*125L5

TITLE: Owner Change Order: Engraving Budget

DATE: 6/27/2013

PROJECT: Astoria Heritage Square

JOB: 1312

TO: Nicholas Pennington
Robinson Construction Co.
21360 NW Amberwood Drive
Hillsboro, OR 97124

Phone: 503-645-8531 Fax: 503-645-5357

FOR WORK BELOW, WE OFFER THE FOLLOWING QUOTATION:

This is an engraving budget. If added to the contract, this can only be seen as an estimate. Due to the undefined scope of this work, the cost will be tracked and any cost changes will be adjusted with a future change order.

Description	Amount
Glass Prism Engraving (190 each at \$30)	\$5,700.00
Stainless Steel Egraver Plates (15 each at \$200 to fabricate and \$185 each to install)	\$5,775.00
Basalt lantern & bench engraving (Lump sum).	\$540.00
Precast engraving at Timeline Benches and Seating Blocks. (40 each at \$85, with 8 mobs at \$150 each)	\$4,600.00
Precast paver engraving. (50 each at \$55, with 4 mobs at \$150)	\$3,350.00
Brick engraving. (158 bricks to be completed in shop each \$20, 25 bricks to be completed in field each \$23, and 4 mobs at \$150)	\$4,335.00
Cost to transport brick & pavers to engraving shops.	\$1,000.00
Design & Coordination Cost	\$3,500.00
	<hr/>
Subtotal:	\$28,800.00
RCC Markup	\$4,320.00
Insurance & Bond	\$331.20
	<hr/>
Total Cost of Proposal:	\$33,451.20

This proposal is good for 7 days, after which time, additional related costs required to complete the work on the schedule may be added.

SUBMITTED:

By:

Brett Estes

Date:

June 27, 2013

APPROVAL:

By:

Nicholas Pennington

Date:

6-27-13

CM No: 00025

Form F_COP_W_MARKUP



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

June 27, 2013

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  PAUL BENOIT, CITY MANAGER

SUBJECT: **PEDESTRIAN CROSSWALK FLAG PILOT PROGRAM**

DISCUSSION/ANALYSIS

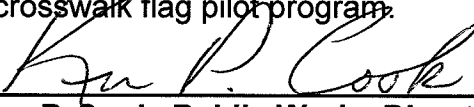
City staff has received and analyzed approximately 23 hours of video footage of the pedestrian crosswalks at 10th and Commercial and 10th and Marine Drive where pedestrian flag stations had been established for a pilot project. The Oregon Department of Transportation (ODOT) provided the video equipment and processed the data for the City. It should be noted that the video was taken during a period when a cruise ship was in town. This was advantageous to the study since the cruise ship provided a larger number of pedestrian visitors.

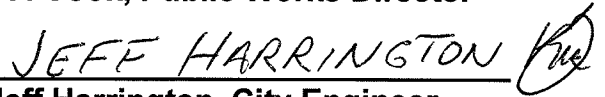
Based on results from the video, staff has calculated an average flag use rate of around 6%. We would hope for a much higher use rate in the 40-50% range. Based on recent conversations with ODOT, they are not seeing any benefit to the use of pedestrian flags on a statewide basis. There are even opinions that the use of flags may create a false sense of security for pedestrians.

The results of the video research was presented to the Traffic Safety Committee on June 25th and after discussion the Committee unanimously voted to recommend that City Council discontinue the pedestrian flag program.

RECOMMENDATION

It is recommended that the Astoria City Council accept the recommendation of the Traffic Safety Committee and direct staff to discontinue the crosswalk flag pilot program.

Submitted By 
Ken P. Cook, Public Works Director

Prepared By 
Jeff Harrington, City Engineer