



AGENDA

ASTORIA CITY COUNCIL

July 6, 2015

7:00 p.m.

2nd Floor Council Chambers

1095 Duane Street • Astoria OR 97103

1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENTS (NON-AGENDA)

4. CHANGES TO AGENDA

5. 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 6/1/15
- (b) City Council Special Meeting Minutes of 6/4/15
- (c) Boards and Commissions Minutes
 - (1) Library Board Meeting of 5/26/15
 - (2) Parks Board Meeting of 4/22/15
 - (3) Parks Board Meeting of 5/27/15
- (d) Project Status Update for Library
- (e) Project Status Update for Parks Department
- (f) Project Status Update for Public Works
- (g) Renewal of Contract for Professional Services with ABC Transcription (City Manager)
- (h) Annual Review of Memorandum of Understanding between the City of Astoria and US Coast Guard for Fire Services (Fire)
- (i) Fee Agreement with Propel Insurance (Finance)
- (j) Recology Rate Review for Year End December 31, 2014 for Solid Waste Collection and Transfer Station Activities (Finance)
- (k) Authorization to Approve Intergovernmental Agreement with Benton County for Street Striping (Public Works)
- (l) Authorization to Award Crack Sealing Contract (Public Works)

6. REGULAR AGENDA ITEMS

- (a) Award of Contract to Repair and Upgrade the HVAC System at the Astoria Aquatic Center (Parks)
- (b) Award of Contract to Resurface Lap Pool and Leisure Pool (Parks)
- (c) Award of Contract to Install New Shower System at the Astoria Aquatic Center (Parks)
- (d) Award of Contract to Install Energy Efficient Lighting Fixtures at the Astoria Aquatic Center (Parks)

REGULAR AGENDA ITEMS (continued)

- (e) Resolution Adopting Fiscal Year 2015-2016 Water Rate (Finance)
- (f) Resolution Adopting Fiscal Year 2015-2016 Sewer and CSO Rate (Finance)
- (g) Contract Amendment with Plangineering LLC for Design Standard Development (Public Works)
- (h) Resolution Scheduling Public Hearing for Proposed Vacation of Nile Street (Public Works)
- (i) Astoria Senior Center Renovation Project Construction Contract Award (Community Development/Public Works)
- (j) Authorization to Enroll in the American Carbon Registry (Public Works)
- (k) Authorization of Contract Amendment - CSO Monitors Phase 2 (Public Works)
- (l) Salary Resolution Establishing Basic Compensation Plan Cost of Living Wage Adjustments for the Astoria Public Safety Association, Police Sworn Management, General/Parks Group, Public Works Group, and Management and Confidential Employees Including Stability Pay Modification (Finance)
- (m) Resolution Adopting the Pre-Disaster Hazard Mitigation Plan Addendum – Five Year Update (Community Development)

7. NEW BUSINESS AND MISCELLANEOUS

- (a) Change First Meeting Date in September, 2015 (City Council)

8. REPORTS OF COUNCILORS**9. EXECUTIVE SESSION**

- (a) ORS 192.660(2)(h) – Legal Counsel

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



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

July 2, 2015

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: ASTORIA CITY COUNCIL MEETING OF JULY 6, 2015

CONSENT CALENDAR

Item 5(a): City Council Minutes

The minutes of the City Council meeting of June 1, 2015 are enclosed for review. Unless there are any corrections, it is recommended that Council approve these minutes.

Item 5(b): City Council Special Meeting Minutes

The minutes of the City Council special meeting of June 4, 2015 are enclosed for review. Unless there are any corrections, it is recommended that Council approve these minutes.

Item 5(c): Boards and Commissions Minutes

The minutes of the (1) Library Board meeting of 5/26/15, (2) Parks Board meeting of 4/22/15, and (3) Parks Board meeting of 5/27/15 are enclosed. Unless there are any questions or comments regarding the contents of these minutes, they are presented for information only.

Item 5(d): Library Project Status Report

Enclosed is a status report regarding major Library projects. This report is provided for information only.

Item 5(e): Parks and Recreation Department Project Status Report

Enclosed is a status report regarding major Parks and Recreation Department projects. This report is provided for information only.

Item 5(f): Public Works Department Project Status Report

Enclosed is a status report regarding major Public Works projects. This report is provided for information only.

Item 5(g): Renewal of Contract for Professional Services with ABC Transcription (City Manager)

The City of Astoria has contracted with ABC Transcription Services, Inc., (ABC) since April 2010 for the transcription of meeting minutes for the City Council, Planning Commission, Historic Landmarks Commission, Design Review Committee, Parks Board and Library Board. The current contract expired on June 30, 2015. After years of no rate increases, ABC is proposing a less than 3% increase (\$1.00) to their base transcription and attendance rates for Fiscal Year 2015-2016. A total of \$ \$18,660 (\$16,000 last year) is allocated as part of the Fiscal Year 2015-2016 budget for these services. ABC has been both responsive and timely. The draft contract has been reviewed and approved as to form by City Attorney Henningsgaard. It is recommended that Council approve a Contract for Professional Services with ABC Transcription Services, Inc., for the period July 1, 2015 to June 30, 2016.

Item 5(h): Annual Review of Memorandum of Understanding between the City of Astoria and US Coast Guard for Fire Services (Fire)

U.S. Coast Guard (USCG) Cutters ALERT (WMEC 630) and STEADFAST (WMEC 632) are located at the 17th Street Pier in the City of Astoria. In September of 2013, a Memorandum of Understanding (MOU) was renewed between the USCG and the City of Astoria allowing for fire protection and emergency medical services to the Cutters and facilities. Responsibilities of the USCG and the City of Astoria Fire Department are clearly spelled out in the MOU. Termination of the MOU between the USCG Cutters Alert and Steadfast is possible by either party upon 30 days written notice. Section 8 of the current MOU is titled MODIFICATION and states; "Both parties agree to review this MOA one year from the date of the last signature, and annually thereafter, for accuracy and completeness. If revisions are necessary, this MOA will be amended and new signatures and dates will be completed. If revisions are unnecessary, then the review date and reviewing parties shall be noted." The MOU has been reviewed by USCG Cutters Alert and Steadfast. Revisions were determined to be unnecessary, and the Annual MOU Review was signed and dated by the respective Commanding Officers. Staff has reviewed the MOU and has determined revisions are unnecessary at this time. It is recommended that Council authorize approval of the Annual MOU Review between the City of Astoria and the USCG for fire protection and medical services to the USCG Cutters Alert and Steadfast and facilities located at the 17th Street Pier, Astoria, Oregon.

Item 5(i): Fee Agreement with Propel Insurance (Finance)

The City's insurance carrier for Worker Compensation and Liability/Property coverages is City County Insurance Services (CCIS); however, there is still a need for an independent agent to review the City's insurance needs, to make recommendations for coverage requirements and to assist with questions. Propel Insurance provides these independent agent services. The total premium for the City's and ADC's coverages is \$ 305,622.87. CCIS's recommended fee for an independent agent is 10% of premium. The industry standard for an independent

agent is 15% of premium. If these fees were in place the range of fees would be \$30,562.29 to \$45,843.43. Prior negotiated fee level of \$ 12,000.00 has been maintained for FYE June 30, 2016. This is a significant savings when compared to the CCIS and industry standard fees. The \$12,000.00 represents an independent agent fee of 3.9% and requires City Council consideration. It is recommended that Council consider approving a fee in the amount of \$ 12,000.00 for independent insurance agent services provided by Propel Insurance and authorize the Mayor to sign the documents.

Item 5(j): Recology Rate Review for Year End December 31, 2014 for Solid Waste Collection and Transfer Station Activities (Finance)

The City's Franchise Agreement with Recology requires them to render financial statements and a rate review of the Solid Waste Collection Franchise and Clatsop Transfer & Disposal Station no later than April 30th each year. The purpose of the annual rate review is to determine whether Recology's rate of return on their collection operations and solid waste disposal falls within the limits set by the Franchise Agreement with the City. Based on the data included with this agenda item as provided by Fred Stemmler, Recology Western Oregon General Manager, it is proposed to keep collection rates and transfer station charges the same for the coming year. A Recology representative will be available at the meeting to respond to Council questions. This item is for Council information only and requires no action at this time.

Item 5(k): Authorization to Approve IGA with Benton County – Street Striping (Public Works)

The Public Works Department oversees annual centerline street striping. Benton County Oregon has assisted the City with this work for over 10 years through an Intergovernmental Agreement (IGA). Benton County provides their striping crew, equipment, and materials. Astoria Public Works provides public notice, striping guidance, traffic control, and clean-up. This approach has proven to be an efficient and cost effective solution to our annual striping needs. Work is typically completed in late August or early September at a cost of approximately \$5,800 per year. The duration of the IGA is for one year with the ability to extend for up to five years. The previous Agreement with Benton County has expired. The new IGA will allow the City to continue our relationship with Benton County until 2019. The City Attorney has reviewed the agreement and approved as to form. It is recommended that Council approve the IGA with Benton County for street striping services for the five year Agreement duration.

Item 5(l): 2015 Crack Sealing Project - Authorization to Award (Public Works)

As part of the City's pavement maintenance program, crack sealing is proposed for selected streets to help prevent accelerated asphalt deterioration. The crack sealing project is part of the larger pavement preservation effort that includes maintenance patching, street reconstruction, and major overlay work. City staff completed a citywide pavement survey of the most heavily traveled streets. Using that survey, staff compiled a list of streets that are good candidates for crack

sealing. It is anticipated that this work will be completed with minimal traffic disruption to City residents.

While the project solicitation was sent to 13 prospective crack sealing contractors, only one quote was received for the work. Project funding will come from the Astoria Road District Fund (Fuel Tax Fund).

Contractor	Total Quote
Affordable Asphalt Company	\$16,691.35

The quote received is less than the Engineer's Estimate and represents a very competitive price. The contract has been approved as to form by the City Attorney. It is recommended that Council authorize award of a construction contract to Affordable Asphalt Company in the amount of \$16,691.35 for the 2015 Crack Sealing Project

REGULAR AGENDA ITEMS

Item 6(a): Award of Contract to Repair and Upgrade the HVAC System at the Astoria Aquatic Center (Parks)

The heating, ventilating, and air conditioning (HVAC) system at the Astoria Aquatic Center, which controls the facilities water temperatures, boilers, and humidity; is in need of repair and updates. The original system installed in 1997 operated on a Disk Operating System (DOS), which has grown out of date and main computer system is on the verge of crashing. Over the past several years upgrades to convert the DOS system to a Windows Operating System have taken place as funds were available, approximately 80% of the system has been updated. Additionally, the two heating coils that assist in transferring water through the heat exchange and boiler efficiently have broken and are in need of replacement. Request for Quotes were published in *The Daily Astorian*, sent to individual contractors, and entered into an online database run by Contractor Plan Center, Inc., in Milwaukie, Oregon. This expense was included in the annual budget process and there are sufficient funds in the Capital Improvement Fund to cover this purchase. Staff received one bid as follows:

Contractor	Amount
P&L Johnson	\$42,500

It is recommended that Council award a contract with P&L Johnson in the amount of \$42,500 to repair and update the HVAC system at the Astoria Aquatic Center.

Item 6(b): Award of Contract to Resurface Lap Pool and Leisure Pool (Parks)

The Lap Pool and Leisure Pool are the main amenities within the Astoria Aquatic Center, located at 1997 Marine Drive, and are in need of resurfacing. The current plaster is worn thin and exposing the concrete pool floor in many locations. If not corrected, significant damage will be caused to the structure of the Lap Pool and Leisure Pool. Pool plaster has an estimated life span of 7-10 years before

needing to be replaced. The current pool plaster is 18 years old, and the original plaster from the Astoria Aquatic Centers construction in 1997. Request for Quotes were published in *The Daily Astorian*, sent to individual contractors, and entered into an online database run by Contractor Plan Center, Inc. in Milwaukie, Oregon. Staff has received two bids for preparing and resurfacing the Lap Pool and Leisure Pool with a Krystalkrete, Krystal Blue, and Quartz finish. This expense was included in the annual budget process and there are sufficient funds in the Capital Improvement Fund to cover this purchase. The bids are as follows:

Contractor	Amount
Anderson Pool Works	\$77,564
Premier Pool and Spa	\$94,000

It is recommended that Council award a contract with Anderson Pool Works in the amount of \$77,564 to prepare and resurface the Lap Pool and Recreation Pool with a Krystalkrete, Krystal Blue, and Quartz finish.

Item 6(c): Award of Contract to Install New Shower System at the Astoria Aquatic Center (Parks)

The shower systems in the men's, women's, and family locker rooms at the Astoria Aquatic Center are in need of replacement. The current showers are 18 years old and original to the facility's 1997 construction. Overtime the showers internal cartridges have worn thin making it challenging for patrons to turn the water pressure off after each use. This results in unused water left streaming from the showerhead. Additionally, the current hot water delivery system does not include a mixing valve; instead it delivers only hot water to the showers placing patrons at risk of being scalded.

To correct this, staff proposes the shower fixtures be replaced with an externally mounted unit, mixing value, temperature gauge to monitor the hot water supply, and metered valve that will automatically shut off after a few minutes to reduce water waste.

Request for Quotes were published in *The Daily Astorian*, sent to individual contractors, and entered into an online database run by Contractor Plan Center, Inc. in Milwaukie, Oregon. Staff has received two bids for; 10 Symmonds 1-903-60 shower unit, 5 Symmonds 1-903s fs ADA shower unit, 5 ADA slide bars with handheld shower Model T-600B-36-V-NE, 1 Powers 130 GPM Hydroguard model 433 1-25" Tempering valve with gauge. This expense was included in the annual budget process and there are sufficient funds in the Capital Improvement Fund to cover this purchase. The bids are as follows:

Contractor	Amount
Terry's Plumbing	\$21,500
J.P. Plumbing Co. Inc.	\$23,925

It is recommended that the City Council award a contract with Terry's Plumbing in the amount of \$21,500 to install a new shower system at the Astoria Aquatic Center.

Item 6(d): Award of Contract to Install Energy Efficient Lighting Fixtures at the Astoria Aquatic Center (Parks)

The current lighting at the Astoria Aquatic Center is provided by High Intensity Discharge (HID) bulbs and fixtures which produces light from a capsule of gas. HID lighting bulbs produce 5% of their output when first ignited, requiring 10 minutes to reach full output. Additionally, if the power to the lamp is lost or turned off, the light must cool before it can be relit, causing a 15 minute lapse in light, which creates a safety concern in an Aquatic Center setting. With updates in technology since the HID lighting fixtures were installed during the facility's construction in 1997, higher quality lighting options are now available which will; eliminate the warm-up and cool-down requirement of HID fixtures and bulbs, provide increased lumens, decrease maintenance costs, and reduce energy consumption.

Request for Quotes were published in *The Daily Astorian*, sent to individual contractors, and entered into an online database run by Contractor Plan Center, Inc. in Milwaukie, Oregon. Staff has received three bids to install energy efficient LED lighting fixtures at the Astoria Aquatic Center. This expense was included in the annual budget process and there are sufficient funds in the Capital Improvement Fund to cover this purchase. The bids are as follows:

Contractor	Project Cost	ETO Incentive	Total	Payback	Annual Savings
Pacific Energy	\$ 73,733	\$22,315	\$ 51,418	4.71	\$8,728
North Coast Electric	\$ 76,985	\$17,278	\$ 59,707	9.5	\$6,268
Crescent Electric	\$127,134	N/A	\$127,134	N/A	N/A

It is recommended that the City Council award a contract with Pacific Energy Concepts in the amount of \$73,733 with an expected Energy Trust of Oregon Incentive of \$22,315 for an expected total of \$51,418 to install energy efficient LED lighting at the Astoria Aquatic Center.

**Item 6(e) & Item 6(f): Resolution Adopting Fiscal Year 2015-2016 Water Rate (Finance)
Resolution Adopting Fiscal Year 2015-2016 Sewer and CSO Rate (Finance)**

The Public Works Fund budget, approved by the Budget Committee on May 7, 2015 and adopted by the City Council on June 1, 2015, provides for increases in rates and fees for water and sewer services.

The rate adjustments are as follows:

Water Rates-----increase of 2%
Sewer Rates -----increase of 2%
Sewer Surcharge ---increase of 5 percentage points

Two resolutions have been prepared to implement the proposed rate changes. It is recommended that Council consider adopting separately the proposed Water and Sewer Resolutions implementing rate adjustments for Fiscal Year 2015-16.

Item 6(g): Design Standard Development – Contract Amendment with Plangineering LLC (Public Works)

The Public Works Department is in the process of updating the Public Works Design Standards in an effort to provide clear direction for right-of-way improvements and development. To assist with final revisions and to development of several new chapters, staff engaged the services of Plangineering LLC. Design Standards are nearing completion. We currently need to complete the storm drainage chapter, and work to adopt and implement the standards. Plangineering has estimated assistance to finalize the standards will cost \$5,070. A contract amendment has been prepared for this work. A summary of the original contract amount and subsequent amendments follows.

Task	Status	Amount
Plangineering Original Contract	Completed	\$6,243.00
Contract Amendment #1	Completed	\$3,747.00
<i>Contact Amendment #2</i>	<i>Proposed</i>	<i>\$5,070.00</i>

It is recommended that City Council approve Contract Amendment #2 with Plangineering LLC for assistance with development of the Public Works Design Standards.

Item 6(h): Resolution Scheduling Public Hearing for Proposed Vacation of Nile Street (Public Works)

The City has been working with Verizon to facilitate the relocation of the wireless communication facility currently located on Coxcomb Hill. The proposed relocation area is located in the forested area in Shively Park. Staff will be bringing a draft lease for the Shively Park location to the City Council for consideration separately. The site proposed for the new facility is located on property owned by the City; however a portion of the facility would need to be located within an unimproved portion of the Nile Street right-of-way in order to accommodate the structure.

A right-of-way vacation would resolve some issues associated with the construction of the proposed facility within a right-of-way. There are no utilities within this right-of-way and due to the steep topography, it is unlikely that a road would ever be constructed at this site. If the vacation were approved, the vacated portions of the right-of-way would revert back to the City as the City is the property owner on either side of the right-of-way. To accomplish the goals of the street vacation, the following steps are necessary:

- Process the street vacation petition recommended by this memorandum and set a public hearing
- Prepare and process conveyance deeds (after street vacation is complete)

Parks and Recreation Director Angela Cosby has been involved in the selection of the site and concurs with the proposed street vacation. It is recommended that the City Council adopt the attached resolution calling for a public hearing to be held at the August 3, 2015 Council meeting concerning the vacation of Nile Street within Shively Park.

Item 6(i): Astoria Senior Center Renovation Project Construction Contract Award (Community Development/Public Works)

In March of 2013 the City Council approved a contract with the Oregon Business Development Department Infrastructure Finance Authority (IFA) for a Community Development Block Grant (CDBG) award in the amount of \$1,500,000 for the Renovation of the Astoria Senior Center. Following receipt of the bids for Astoria Senior Center Renovation in late February 2015 project staff have been working with the apparent low bid general contractor (Skyward Construction, Inc.), S|EA (project architect), City staff and the Senior Center Management to adjust the scope of work defined in the bid/design documents. This work was done to align closer with the available project renovation funds in consideration the bids received exceeded the project cost estimate while still addressing the direct core needs of the Senior Center and the defined project requirements within the Community Development Block Grant contract documents.

Concurrent with the work to adjust the project scope, project staff was successful in obtaining an additional \$240,000 (previously approved by Council in May of 2015) from IFA. Receipt of the amended total IFA project funding of \$1,740,000 greatly assisted in narrowing the previous gap of available funds for construction to ensure the core needs of the Senior Center project will be realized.

The work to align the project scope of work with the amended project funding has recently been completed to the satisfaction of the Senior Center Management and the project staff. The proposed award of the construction contract to Skyward Construction, Inc. is in the amount of \$1,455,157. A construction contingency of approximately eight percent will be available outside of the construction contract for any unforeseen circumstances that may arise. The City Attorney has reviewed and approved the contract for Council action. Construction is anticipated to begin in Mid-July and conclude in early December of 2015. It should be noted that several local subcontractors will provide services on this project. It is recommended that the City Council authorize staff to award the construction contract for the Astoria Senior Center Renovation Project to Skyward Construction, Inc. in the amount of \$1,455,157.

Item 6(j): Authorization to Enroll in the American Carbon Registry (Public Works)

At its June 4, 2015 meeting, the City Council approved a contract with The Climate Trust (Emissions Reduction Purchase Agreement) to sell carbon credits generated from the City of Astoria Watershed carbon project. The contract with The Climate Trust (TCT) requires the City to complete development of a carbon project that achieves the standards set by the American Carbon Registry (ACR). In order to

initiate the carbon project, the City is required to open a registry account with ACR. This account will allow the City to upload and store key project documents in addition to holding all of the verified carbon credits generated by the project over time. The ACR registry also provides the platform to transfer the City's carbon credits to TCT's ACR registry account as per the contract TCT.

To open an ACR registry account, the City must sign a *Terms of Use* Agreement. The Agreement has been reviewed by the City Attorney as to form. There is a \$500 fee to open an ACR account and a \$500 annual fee to maintain the account in good standing. ACR requires the City to appoint an ACR Account Agent that will be responsible for managing the City's ACR account. It is proposed that the City Manager appoint the appropriate City staff to be the ACR Account Agent. It is recommended that Council authorize the City Manager to open an ACR registry account on behalf of the City of Astoria and assign the Public Works Director as the ACR Account Agent for the purposes of managing the City's ACR registry account.

Item 6(k): Authorize Contract Amendment – CSO Monitors (Public Works)

In March 2015, the City Council authorized the award of the CSO Monitors Project to ADS Environmental Services. At that time, a phased approach to procurement and installation of the equipment was recommended and approved. The first phase was completed in May with monitors and sensors installed at 28 sites for a total price of \$199,437.32. This contract amendment represents the second phase of work to procure and install monitors in the remaining 12 diversion structures, one flow meter and three wireless rain gauges.

The complete scope, including both phases of the project, will include 40 new monitors (one less than originally scoped) for the City's CSO diversion structures, two spare monitors, two flow meters and three wireless rain gauge modules. Total cost for this project was originally estimated to be \$329,408; however, the project is now expected to cost \$295,579.63. Reduction in the project cost is mainly due to utilization of downlooking ultrasonic sensors instead of pressure sensors. The City was also able to reduce the total number of monitored sites from 41 to 40 due to eliminating overflow potential. Funds are available in the Public Works Improvement Fund for the second phase of this project. It is recommended that Council execute a contract amendment with ADS Environmental Services for a total not to exceed amount of \$96,142.32 for procurement and installation of Phase 2 of the CSO Monitors Project.

Item 6(l): Salary Resolution Establishing Basic Compensation Plan Cost of Living Wage Adjustments for the Astoria Public Safety Association, Police Sworn Management, General/Parks Group, Public Works Group, and Management and Confidential Employees Including Stability Pay Modification (Finance)

Staff positions and associated compensation are detailed in the "Resolution Establishing a Basic Compensation Plan for the Employees of the City of Astoria and Establishing Regulations for the Placement of Present Employees within the Wage and Salary Schedules Provided". Whenever there are changes in positions,

whether a position is begin deleted, added or redefined; or whether a change in compensation is proposed; such changes are adopted by resolution. This proposed resolution implements the cost of living wage adjustments effective July 1, 2015 for the Astoria Public Safety Association, General/Parks Group, Public Works Group, and Confidential and Management Employees. In addition, it is proposed that the Management and Confidential Employees be provided with a similar stability calculation methodology similar to the Union contracts to minimize additional compression issues in the future. This information is presented in the enclosed memo from Director of Finance & Administrative Services Susan Brooks. It is recommended that Council adopt the Salary Resolution as presented.

Item 6(m): Resolution Adopting the Pre-Disaster Hazard Mitigation Plan Addendum – Five Year Update (Community Development)

At their October 20, 2008 meeting, Astoria City Council adopted a Pre-Disaster Natural Hazards Mitigation Plan and the City of Astoria Addendum. This Plan was developed in partnership with Clatsop County and Columbia River Estuary Studies Task Force (CREST). 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. City adoption of the Addendum opened doors for grant funding on projects that reduce risks posed by natural hazards in advance of a disaster and on projects following a natural disaster. Each municipality within the County developed their own Pre-Disaster Mitigation Plan addendums which ultimately were incorporated into the County's Plan.

The County advised the City in 2013 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 Departments reviewed the Addendum Plan and developed recommendations for updates to the Plan. Proposed changes were relatively minor in nature and update 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 since 2008 through 2013.

The proposed updates to the Plan were submitted to FEMA for review and approval prior to final adoption in the County's Plan. Earlier this year, FEMA responded to the proposed updates and requested that the City include notation of the responsible department and/or agency for each of the "Action" items in the Plan. Staff have made those proposed notations. 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. Final adoption and submittal by the County is due to FEMA in early July. It is recommended that the Council adopt the attached resolution formally adopting the updates to the Astoria Pre-Disaster Natural Hazards Mitigation Plan Addendum.

NEW BUSINESS AND MISCELLANEOUS

Item 7(a): Change First Meeting Date in September, 2015 (City Council)

Astoria City Hall will be closed on Monday, September 7, 2015, 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 8, 2015.

EXECUTIVE SESSION

Item 9(a): ORS 192.660(2)(h) – Legal Counsel

The City Council will recess to executive session to consult with counsel concerning legal rights and duties regarding current litigation or litigation like to be filed.

A regular meeting of the Astoria Common Council was held at the above place at the hour of 6:00 pm.

Councilors Present: Nemlowill, Herzig, Warr, Price, Mayor LaMear

Councilors Excused: None

Staff Present: City Manager Estes, Assistant City Manager/Police Chief Johnston, Parks and Recreation Director Cosby, Finance Director Brooks, Fire Chief Ames, Interim Planner Morgan, Library Director Tucker, Public Works Director Cook, and City Attorney Henningsgaard. The meeting is recorded and will be transcribed by ABC Transcription Services, Inc.

PUBLIC COMMENTS (NON-AGENDA)

George Hague, 3rd Street, Astoria, said he addressed Council a few years ago about the 9th Street Park. He had told Council that the park needed some improvements and the City needed to honor some debts incurred because of the park. Thanks to the new Parks Director, some improvements have been made. About 15 years ago, the City spent about \$100,000 to turn the area on 9th Street into a park and \$40,000 was spent on stone benches that were installed at that time. There was some uproar about the benches, which led Council to have them destroyed. In order to have the benches destroyed, the City had promised to reinvest an equal amount in public funds. This was never done. He mentioned this several years ago and waited for something to be done. He believed the necessary funds were not in the current budget. However, he was pleased the park looked better than it did two years ago, but the work still probably cost around \$10,000. This means the City is still \$30,000 short of the commitment it made. It would be nice if additional work were done at the park. Last year, he recommended, via the drop box in the lobby of City Hall, that donated artwork be placed in the park, but this never happened. He also mentioned two years ago the need for Mutt Mitts along the river. There is a rumor that the City spends about \$20,000 each year on Mutt Mitts, which are located in some areas of the city. Last year, the City and the manufacturer confirmed only \$3,000 was spent on the Mutt Mitts each year. It is sad to see dog droppings with a footprint in the middle of it while walking along the river. He suggested the Mutt Mitts be placed at each trolley stop. He was sure local businesses would realize it was inexpensive to support this and would be willing to step forward and sponsor the Mutt Mitt stands. He was sure anyone who watched the news was aware of the five recorded earthquakes, and that was something else he had mentioned over the last two years. Astoria is not participating in the Shake Out for Oregon on October 15, 2015 at 10:15 am. However, he believed the city should begin planning for an earthquake event, which was inevitable. The community should be as prepared as possible and the City should do something about this by participating in the event. The river is an open channel for a tsunami to come inland. He hoped agencies within Astoria would participate this year and do a better job next year.

Director Cosby said issues with the grant for the park at 9th and Astor were complex. Staff has had several conversations with the granting agency, some over email. She believed Council would want to read the conversations and offered to send the information via email. The information would also be posted on the Parks Department's webpage. The Mutt Mitt expense includes labor incurred when installing the units and replacing the bags. The bags are replaced at the same time that garbage is emptied, which is very time consuming. Annual expenses are usually between \$14,000 and \$20,000.

CHANGES TO AGENDA

The agenda was approved with the addition of an Executive Session to take place after the Astoria Development Commission meeting. Performance evaluations of personnel will be discussed at the Executive Session.

CONSENT CALENDAR

The following items were presented on the Consent Calendar:

- 5(a) City Council Minutes of 5/5/15
- 5(b) Boards and Commission Minutes
 - (1) Historic Landmarks Commission Meeting of 5/2/15
 - (2) Library Board Meeting of 4/28/15

- (3) Planning Commission Meeting of 5/7/15
- 5(c) Resolution Designating Signators for the City of Astoria (City Manager)
- 5(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)
- 5(e) Authorize Submittal of TGM Grant (Community Development/Public Works)

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

REGULAR AGENDA ITEMS

Item 6(a): Reimbursement of Expenses – Friends of Astoria Column (Police)

At the May 18th City Council meeting, Police Chief / Assistant City Manager Johnston provided background on the history of relocating the existing communications tower off Coxcomb Hill. In April of 2013, after presentations from the Friends of the Column (Friends) and the Astoria Police Department about their efforts at Astor Park, it became apparent that efforts being undertaken by the Police Department to modernize the communications facility at Coxcomb and the efforts of the Friends to develop the site were not well aligned. City Council directed staff to work to find an alternate location for the tower. A key to aligning the efforts was to convince Verizon Wireless moving from the site was in their best interest.

As part of the efforts to work to relocate the tower, the Friends have incurred \$69,657 in expenses. Their efforts have largely benefited the City of Astoria as Verizon Wireless is currently in contract negotiations to relocate the communications tower to a city owned lot northeast of the Reservoir 3. This move would relocate all public safety, leased tenants, and Verizon to a new tower. The benefit of this move is largely to the City and the expenses incurred prohibit the Friends from pursuing other opportunities to pursue their mission. Council discussed this matter at the December 15, 2014 meeting and appeared to have consensus that the efforts of the Friends have been substantively responsible for progress toward this solution. Staff believes it is appropriate to reimburse the Friends for their expenditures. As this amount was not budgeted for this fiscal year a budget resolution has been prepared for consideration at the June 1st meeting, should Council approve the reimbursement.

At the May 18th Council meeting, Council requested information regarding the specific invoices paid to Converge by the Friends. Those invoices are attached to the memorandum. At the Friends of the Column's request, all food related expenditures (in the amount of \$172.48) would be removed from the reimbursement amount. It should be noted that a detailed breakdown of out of pocket expenses is not included with the February 1, 2014 invoice. At the time of issuance of this memo, a breakdown was not available. The Friends also requested that those out of pocket expenses (in the amount of \$130.20) also be removed. Therefore, the reimbursement amount would be \$69,354.32. It is recommended that Council authorize reimbursement of \$69,354 from the Capital Improvement Fund to the Friends of Astoria Column for work provided by Converge Communications for relocation of the Coxcomb communications tower.

Councilor Warr said after the City Council meeting on April 18th, he spoke with three members of the Friends of the Astoria Column, who were insulted and incensed by the Council's questioning of a few dollars after they have spent several million dollars on the Column. The Friends have been a wonderful partner to the City. He saw no irregularities in the expenditures and was ashamed of the Council for requesting the itemization.

Councilor Herzig briefly explained the history of the tower relocation, the expenses incurred by the Friends, and the reason for the reimbursement. He believed this process would have been easier if Council had been told up front that the City would end up footing the bill. Between this reimbursement and the payment to Converge, which is the next agenda item, convincing Verizon to move the tower will have cost the City close to \$100,000. It was not Council's intention to insult the Friends. While this is money the City wants to spend to get the tower away from the Column, Council was surprised to learn the Friends would not be paying these expenses. Therefore, he had believed a bit more investigation was necessary.

City Council Action: Motion made by Councilor Warr, seconded by Councilor Nemlowill to authorize reimbursement of \$69,354 from the Capital Improvement Fund to the Friends of Astoria Column for work

provided by Converge Communications for relocation of the Coxcomb communications tower. Motion carried unanimously. Ayes: Councilors Price, Warr, Herzig, Nemlowill, and Mayor LaMear; Nays: None.

Item 6(b): Approval of Personal Services Contract Amendment – Converge Communications (Police)

In February of 2015, City staff contracted with Converge Communication to negotiate a lease between the City of Astoria and Verizon Wireless related to relocation of the Coxcomb Hill wireless communication facility. Converge was jointly selected by the Friends and City staff through a competitive process. The agreement was for an amount not to exceed \$5,000 and was within the spending authority of the City Manager. At that time, Converge was also working with the Friends of the Column. The work Converge was doing for the Friends is now complete, but the City's final contractual agreement with Verizon and moving the project to construction of a new tower remains to be accomplished.

Staff believes that continuing our relationship with Converge will significantly reduce the costs of, or risks associated with the work yet to be done. City contracting rules allow direct appointment for personal service contracts not exceeding \$20,000 as well as for personal services contracts to continue work of not more than \$100,000. Because of Converge's unique knowledge of this project, it is recommended that a contract for additional services be authorized by direct appointment in an amount not to exceed \$20,000. Should the City Council approve this contract, a budget resolution is included in a subsequent agenda item to allocate funds for this fiscal year. It is recommended that Council authorize staff to contract with Converge by direct appointment to continue their contract for services in an amount not to exceed \$20,000.

Councilor Herzig asked if staff had an idea of how much longer negotiations with Verizon would continue. Assistant City Manager/Police Chief Johnston said a structured deal is currently being reviewed by Verizon's attorneys and staff believes the terms will remain unchanged. It is difficult to estimate an exact date, but staff hopes to get the contract back within the next 60 days.

Councilor Herzig said if negotiations last much longer, the City may exceed \$100,000 in payments to Converge after agreeing to the reimbursement and approving this request. City Manager Estes clarified that the contract between the City and Converge totaled \$25,000. Councilor Herzig understood the City was reimbursing the Friends for their contract with Converge, which keeps the City under the \$100,000. He would like the negotiations finished soon. It is frustrating to work through third parties and multiple partners, but he hoped the City would ultimately benefit.

Mayor LaMear invited public comments. There were none.

City Council Action: Motion made by Councilor Nemlowill, seconded by Councilor Price to authorize staff to contract with Converge by direct appointment to continue their contract for services in an amount not to exceed \$20,000. Motion carried unanimously. Ayes: Councilors Price, Warr, Herzig, Nemlowill, and Mayor LaMear; Nays: None.

Item 6(c): Authorization to Award Maintenance Patching 2015 Contract (Public Works)

Due to aging pavement, certain City streets have deteriorated and will require asphalt maintenance patching. This project is an intermediate effort to the major paving project that occurs every two years. The next major paving project is planned for the summer of 2016. City staff has recently completed a city wide condition survey of the most heavily traveled streets and areas subject of repeated complaints and compiled a list of immediate patching needs.

The following competitive quotes for asphalt maintenance patching have been received:

Contractor	Total Quote
Clean Sweep Maintenance, Inc.	\$23,949.40
Bayview Transit Mix, Inc.	\$29,050.00

Funding for this project is recommended to come from the Astoria Road District Fund (Fuel Tax Fund). This maintenance patching project is one part of a pavement preservation strategy that includes other maintenance measures such as pavement crack sealing and future pavement overlay.

It is recommended that City Council authorize the award of a construction contract to Clean Sweep Maintenance Inc. in the amount of \$23,949.40 for the Maintenance Patching 2015 Project.

Councilor Nemlowill said it appeared as if the scope of work was on the east end of town. She asked for a summary of where the work would take place. Director Cook said the agenda packet included a list of specific locations. He asked if she was asking why work was being done on the east side of town instead of the west. Councilor Nemlowill said no, she simply wanted confirmation that the work would be done in Alderbrook and the east end of town. She asked Director Cook to summarize where the work would take place because people might be interested in that information. He noted that the list of specific locations was two pages long, noting work would be done on 47th and Cedar and Birch Street in Alderbrook.

Councilor Nemlowill believed the Public Works Department has done a great job working with businesses downtown and giving notices when work is being done on the Combined Sewer Overflow (CSO) project. However, she believed it would also be helpful to businesses if Public Works sent notices about paving as well. Director Cook confirmed staff planned to continue sending notices.

Councilor Herzig said he was glad to see Niagara at 14th and 16th were on the list, which was on Page 118 of the agenda packet. The large humps were noticed about a year ago. Other locations included Klaskanine, 16th Street, 210 W. Grand, Clatsop, so a number of west and south streets. Astoria's streets get a lot of beating and wear out quickly. In addition to traffic, the ground moves and pulls the road apart. It will be nice to get some patching done.

Mayor LaMear asked if the Astoria Road District Fund was the same fund being used to save up for the work done every two years. Director Cook confirmed that it was. Later in the year, a separate contract will be awarded to complete crack sealing, which is the least expensive pavement preservation measure. Sealing cracks keeps the rain water out of the sub grade and prevents the pavement from wearing prematurely.

Mayor LaMear invited public comments. There were none.

City Council Action: Motion made by Councilor Nemlowill, seconded by Councilor Herzig to authorize the award of a construction contract to Clean Sweep Maintenance Inc. in the amount of \$23,949.40 for the Maintenance Patching 2015 Project. Motion carried unanimously. Ayes: Councilors Price, Warr, Herzig, Nemlowill, and Mayor LaMear; Nays: None.

Item 6(d): Authorization to Award Professional Services Contract for Pump Station 1 Improvements (Public Works)

The City of Astoria's wastewater treatment facility, interceptor and the main pump and lift stations were constructed in the mid-1970s. Pump Station No. 1 (PS#1) is the largest pump station in Astoria and is located in the Alderbrook neighborhood. This pump station receives approximately 95% of the City's combined sewage flows and, depending on the weather and the season, it pumps between one and eighteen million gallons per day to the City's wastewater treatment plant (WWTP).

PS#1 provided reliable service for the past 40 years, but lacks efficiency. Replacement parts are no longer readily available and parts of the system have reached the end of their useful life.

A Technical Analysis Study for PS#1 was prepared by Energy Trust of Oregon. This study evaluated the energy consumption and economics related to upgrading the pump station to improve energy efficiency and conserve energy. It was determined that at least two upgrade options are cost effective and would qualify for Energy Trust incentives ranging between \$65,083 and \$67,265.

The City now needs to determine the best project scope to upgrade PS#1. It is recommended that the City hire Richwine Environmental to prepare a Preliminary Design concept. Mr. Richwine has been working with the City of Astoria as a key wastewater expert since 2008 and continues to support the City as an on-call consultant by

providing advice and input during project development, particularly during the WWTP Effluent Treatment Upgrades Project.

The estimated fee for the concept design is \$16,000. Funding is available in the Public Works Improvement Fund. The City Attorney has reviewed, and approved as to form, the contract documents.

It is recommended that Council execute a contract for engineering services with Richwine Environmental for a total not to exceed amount of \$16,000.00 for the concept design of the Pump Station No.1 Project.

Mayor LaMear invited public comments. There were none.

City Council Action: Motion made by Councilor Warr, seconded by Councilor Price to execute a contract for engineering services with Richwine Environmental for a total not to exceed amount of \$16,000.00 for the concept design of the Pump Station No.1 Project. Motion carried unanimously. Ayes: Councilors Price, Warr, Herzig, Nemlowill, and Mayor LaMear; Nays: None.

City Manager Estes explained the remaining Regular Agenda Items required public notices, which stated a start time of 7:00 pm.

Mayor LaMear called for a recess at 6:28 pm.

REGULAR AGENDA ITEMS TO BE CONSIDERED AFTER 7:00 PM

The City Council meeting reconvened at 7:00 pm.

Item 6(e): Public Hearing and Ordinances regarding Amendment Request A14-05 on Riverfront Vision Plan Implementation for Bridge Vista Area (1st Readings) (Community Development)

In 2008-2009, the City of Astoria developed the Riverfront Vision Plan (RVP) to address issues dealing with open space, land use, and transportation along the Columbia River. Significant public involvement opportunities were designed to gain public input. This process was initiated to plan for these issues in a comprehensive manner and to set a framework for the future of the study area. The City's north Riverfront (Columbia River to West Marine / Marine Drive / Leif Erikson Drive) was divided into four Plan areas of development: Bridge Vista (Partway to 2nd Street), Urban Core (2nd to 16th Street), Civic Greenway (16th to 41st Street), and Neighborhood Greenway (41st Street to east end of Alderbrook Lagoon).

During the Plan development, four community-wide forums, three open houses, and numerous community meetings were held at various locations within the four Plan areas. In addition, staff and/or consultants conducted stakeholder interviews, distributed, and tabulated surveys. Development of the Vision Plan was structured to gain as much public input as possible. On December 7, 2009, after holding a final public hearing, the City Council accepted the Riverfront Vision Plan. For Fiscal Years 2011-2012, 2012-2013, 2013-2014, and 2014-2015, the City Council set goals to "Implement Riverfront Vision Plan on a Zone by Zone Basis."

The Bridge Vista Plan Area is generally located from Partway to 2nd Street and the River pierhead line to West Marine / Marine Drive. After reviewing the Code Evaluation Report, the Astoria Planning Commission and the project team began drafting preliminary code amendment language to address selected code issues for the Bridge Vista Plan Area. The team divided the amendments into three sections to allow for adequate review of the draft code amendments with the Planning Commission and public. The Planning Commission held four public work sessions (October 28, 2014, November 25, 2014, December 17, 2014, and January 27, 2015) on the draft amendments with mailed, e-mailed, and published notification to the general public and to anyone who has expressed interest in the Riverfront Vision Plan implementation process. The project team also conducted a Town Hall meeting for interested community members on January 6, 2015. A presentation to the City Council on the progress made to date was held on March 16, 2015. The work sessions have been well attended and over 100 people attended the Town Hall meeting.

The RVP for the Bridge Vista Planning Area identified Land Use Assumptions and Objectives, which state that *"This area is an appropriate location for new overwater development, should it occur. However, specific areas should remain open to preserve broad view of the river..."* The objectives include:

- Continue to support water-dependent uses within this area, but allow for a mix of commercial and residential uses that support but do not compete with the Downtown core.
- If development is to occur, promote new uses that are consistent with Astoria's "working waterfront."
- Encourage design of new or rehabilitated buildings that respect Astoria's character.
- Encourage new development along the Columbia River to improve and celebrate the River Trail and provide visual and periodic physical access to the water.
- Improve physical connections to adjacent neighborhoods.
- Use setbacks, stepbacks and other measures to ensure an open feel and continued visual access to the water.
- Work with property owners, including those with existing leases to maximize open areas over the water.
- Change zoning of area west of 2nd Street from Tourist Commercial to other commercial zone.
- Expand (Uniontown) design overlay for the historic district to accentuate the historic area (north of US 30) and create a more prominent gateway for the urban core.

Throughout the RVP implementation process, the Planning Commission (APC) focused on these Assumptions and Objectives and did not attempt to change the Vision Plan as adopted. There was discussion and public comment during the work sessions on the interpretation of these objectives.

Proposed map amendments will include:

1. Rezone the parcels north of West Marine Drive currently zoned C-2 (Tourist Commercial) midblock between Basin Street and Columbia Avenue to C-3 (General Commercial) with a Pedestrian Oriented Commercial District Overlay.
2. Rezone the parcels north of West Marine Drive currently zoned C-2 (Tourist Commercial) midblock between Basin Street and Portway Street to S-2 (General Development Shoreland).
3. Rezone the parcels north of Marine Drive west of 2nd Street currently zoned C- 2 (Tourist Commercial) to C-3 (General Commercial).
4. Apply the new Bridge Vista Overlay (BVO) Zone to the Bridge Vista Plan Area.

Proposed text/code amendments will include:

1. Add a new Pedestrian Oriented Commercial District Overlay Zone to allow for smaller commercial development at a pedestrian scale with less automobile dependent uses on the land side of the River Trail in the Bridge Vista Area.
2. Add a new Bridge Vista Overlay Zone to address the standards for:
 - over-water and waterfront development including building height, building mass, width of structures, allowable uses, landscaping, and public access to the water, etc.;
 - land side development including building heights, setback, step back, landscaping, and off-street parking; and river access requirements.
3. Add new design standards for development in the Bridge Vista Area.
4. Move the sections on use of native plants from the Civic Greenway Overlay Zone to Article 3 on Landscaping to be applicable to other areas of the Riverfront Vision Plan.
5. Make miscellaneous "housekeeping" amendments related to references to the above noted amendments.

The Planning Commission held a public hearing on April 7, 2015 meeting, unanimously recommending that the City Council adopt the proposed amendment as presented.

If the Council is in agreement with the recommendation of the Planning Commission, it would be in order for Council to hold a first reading of the proposed Ordinance as recommended by the Astoria Planning Commission for adoption of the proposed amendment.

Mayor LaMear asked if anyone objected to the jurisdiction of the City Council to hear this matter at this time.

Zachary Frank Seidel, 364 9th Street, Suite C, Astoria, indicated he objected and said he wanted to speak about Item 6(a), which was of great importance.

Mayor LaMear explained Council was conducting a hearing regarding Amendment A14-05.

Mr. Seidel said Mayor LaMear was under citizen's arrest for breach of peace and conspiracy on Coxcomb Hill in regards to possible collusion with the Friends of the Astoria Column issue.

Mayor LaMear asked Mr. Seidel to respect the rules of conduct. Mr. Seidel refused and Mayor LaMear asked him to leave.

Mr. Seidel refused to leave and stated again that Mayor LaMear was under arrest. He asked if Mayor LaMear was resisting arrest and proceeded to read the Miranda rights. He stated Assistant City Manager/Police Chief Johnston was also under arrest for falsifying a report by making untrue and misleading claims.

Assistant City Manager/Police Chief Johnston confirmed that Mayor LaMear wanted Mr. Seidel removed. Councilor Price confirmed Director Cosby would call 911 at Assistant City Manager/Police Chief Johnston's request. Assistant City Manager/Police Chief Johnston told Mr. Seidel he was being arrested for disorderly conduct. Mr. Seidel was removed from the building.

Mayor LaMear asked if anyone objected to the jurisdiction of the City Council to hear this matter at this time. There were no objections. She asked if there were any conflicts of interest or ex parte contacts to declare.

Councilor Nemlowill declared that she owns Cervacia Gratis, dba Fort George Brewery, an eating and drinking establishment. However, she did not believe this constituted a direct conflict of interest.

Councilor Herzig declared that he had received emails from several people about this matter, but he did not believe that qualified as ex parte contact.

Councilor Warr declared that he owned property within the Overlay Zone. However, he had no objections to the proposed amendments and believed he could be impartial when voting.

Mayor LaMear read the rules of conduct and opened the public hearing at 7:10 pm. She called for a presentation by the Applicant.

Matt Hastie, Angelo Planning Group, presented a summary via Power Point of the proposed amendments to the Comprehensive Plan and Development Code. He noted the following comments made by the Planning Commission during their review of the proposed amendments:

- The APC did not recommend any changes to the proposed amendments that were presented at their public hearings.
- Throughout the review process, Commissioners repeated that this was a good balanced approach to balancing economic development objectives with protection of views and resources.
- The proposed design guidelines for new development are consistent with RVP.
- While the proposal may not be perfect, it is a significant improvement over current regulations in the area.
- He noted that the entire review process was iterative and revisions were made to reflect comments made by APC and public. He briefly reviewed the RVP goals and objectives, which were listed in staff report, and explained the proposed changes to the Comprehensive Plan policies were to ensure consistency between the Comprehensive Plan and the RVP. His presentation via PowerPoint continued as follows:
 - Overwater development – He showed a map indicating where limitations and standards would change while explaining the height, size, width, and spacing limitations. Hypothetical scenarios of how these limitations would look from various locations along and above the riverfront were displayed. He noted any structures built would be required to provide access to the water beyond the structures.
 - On land development – He described height, setback, and step back limits, and rezoning.
 - Allowable uses in overwater and shoreland zones – The proposed amendments would eliminate many of the uses currently allowed, including fossil fuel and petroleum product terminals. He listed some of the other currently allowed uses that would be eliminated, noting that existing structures that did not comply with the proposed amendments would be allowed to remain and renovate.
 - Allowable uses in on land commercial zones – The proposed tourist commercial zone would allow most of the same uses as other tourist commercial zones in the city with a few exceptions. The proposed pedestrian oriented zone would have use restrictions that would otherwise be allowed in the general commercial zone. The intent of these restrictions is to create a pedestrian friendly area that is less impacted by vehicle use.
 - Design guidelines and standards – The proposed amendments are aimed at maintaining the historic and character of the area, some of which are similar to those used in the Uniontown area and the Gateway Overlay Zone of the Civic Greenway Area. Industrial and non-industrial uses, as well as the pedestrian

- oriented zone each have their own set of guidelines and standards that are applicable to new construction and major renovation. He gave brief overview of some of the guidelines and standards.
- Landscaping standards – The proposed landscaping standards are similar to what was proposed for the Civic Greenway Area, with more spacing between trees and lower heights of trees north of the River Trail. The standards include landscaping in parking areas, a list of recommended plants, and standards that encourage pedestrian plazas and courtyards. The standards are meant to minimize the impact on views of the river.
 - Off-street parking – The off-street parking requirements focus on specific types of properties where existing requirements present barriers to redevelopment or expansion. He briefly reviewed the recommended changes.

Councilor Nemlowill asked Mr. Hastie to display the hypothetical scenarios of overwater development and asked him to compare what is currently allowed to what has been proposed. Mr. Hastie explained that where buildings are allowed, the building height restrictions are similar. However, there is no portion of the area where buildings are restricted to bank height. This means a wall of buildings, 25 to 30 ft height, along the river is currently allowed. Current provisions do not include any size, width, or spacing restrictions. The proposed changes are significant reductions to overwater development. Allowed uses would also significantly change.

Councilor Nemlowill asked if Mr. Hastie dealt with upland property owners during the review process. She believed they would be opposed to these changes. Staff confirmed the Port of Astoria gave testimony indicating they were not overjoyed, but were reasonably supportive. The owner of the property just west of the Astoria Warehouse recommended this process be postponed or delayed so they could develop a plan. Staff explained that in the mid-2000s, a hotel had been approved for overwater development out from Northwest Natural. This property owner requested postponement at an APC meeting because he wanted to present a proposal for another overwater residential or transient lodging building. Property owners at the Astoria Warehouses testified, but no one opposed. Owners of hotels under the bridge did not testify.

Mayor LaMear called for testimony in favor of the Planning Commission's recommendation. There was none. She called for testimony opposed to the application.

Cheryl Silverblatt, 811 Glasgow Ave., Astoria, spoke impartial to the application. She asked staff to display the map showing red and blue areas, noting there was more blue than red. She understood the Planning Commission was recommending changes to the blue area.

Mr. Hastie clarified that the RVP indicates key vistas or views should be protected. Direction from staff was to protect views of the bridge from locations relatively close to the bridge because it is a key vista in this area. Another key vista is the area just west of 2nd Street where there are piling fields, ballasts, boilers, and roosting shore birds. These key vistas are the red areas on the map. The RVP does not say most or a certain percentage of the area should be dedicated to protecting views, but it does focus on key vistas.

Ms. Silverblatt asked who determined which areas were key vistas.

Mr. Hastie said staff made recommendations and the Planning Commission considered several scenarios. The blue areas of the map are not being opened up to development. Development in the blue areas is being restricted significantly compared to currently allowed development, but to a lesser degree than in the red areas.

Ms. Silverblatt confirmed she understood the distinction. She also understood the City was saying the proposed changes would be better than what is currently in place. While these changes might be better, they might not be good. She understood staff directed Mr. Hastie to work with the Planning Commission to decide on this particular ratio of red and blue.

Mr. Hastie explained he had been tasked with recommending restrictions in the different areas, but he and the Planning Commission were not looking for any particular ratio. Limits to building widths in this area are similar to those in the Civic Greenway Area.

City Manager Estes said scenarios were presented to the Planning Commission and the Planning Commission recommended this particular scenario to City Council.

Mayor LaMear requested that questions of Mr. Hastie be held until after public testimony. She called for testimony opposed to the application.

Suzanna Gladwin, 82316 Highway 103, Seaside, said he owns a duplex directly above the Bridge Vista Area. She agreed the proposed changes would be better than what is currently allowed. However, the recommendations are absolutely not okay. The RVP indicates the area is a gateway coming into the city and considers the view from the trail. However, as a gateway driving in, the views of the overwater areas do not line up with the streets. The view as one drives down Marine Drive is just full of buildings. There is no planning for view corridors from a pedestrian perspective. She believed it was important to plan for the future look of the city, but this plan is helter skelter. Buildings in the blue area can be as tall as 35 ft with view corridors between the buildings. The south side of the trail allows buildings 45 ft tall with some setbacks. However, these building heights still create problems viewing the river and she would not like these restrictions. She would not be able to see ships going by from her duplex because 35-ft tall buildings would be allowed right against the shipping channel. She did not have a problem with parking because one can see over cars. There are lovely plantings throughout downtown that are not very tall and she believed the same type of landscaping should be incorporated in the Bridge Vista Area. She also wanted building facades to accommodate pedestrians walking in the rain. This was the third time she has very emphatically mentioned that she wants water dependent uses in the area and the City should study which uses would be reasonable. She wanted house boats allowed.

Alan Batchelder, 1031 Franklin, Astoria, said he has a wonderful view of the river from his apartment, except for the buildings above the sightline. He knows what it is to have buildings in front of his home and the river. Breweries are water dependent, but they do not need the river to operate. When Astoria was being developed as a functional city, it was functional economically and a curiosity because of the canneries, fisheries, and other water dependent uses. If the blue and red areas had a rock wall around the perimeter and were filled with sand or concrete, the City would maintain the view of the river in a way that would be functional for visitors and residents. People do not visit or live in Astoria because it has such nice buildings on the river.

Danny Williams, 775 Clatsop, Astoria, said he opposed the development project being discussed. Time and time again, he has seen this type of encroachment on property rights and values and the citizen's freedom to enjoy their property. Incremental encroachments always begin with one step. Instead of taking this step, the Planning Commission should be discussing a moratorium on new buildings in the Bridge Vista Area. The proposed amendments do not benefit the citizens in any way, except by bringing in more commercial property. Staff has said there were currently no restrictions on overwater development, which may be true for height and width restrictions. However, limitations do exist and this plan violates those limitations. Current limitations prohibit competition with the downtown core, but the recommendation is to change the zoning to C-3, general commercial. He was not aware of any conference centers, drive through establishments, or transportation centers currently existing in the downtown area. Dog kennels would not be allowed and he believed pony sheds should be prohibited as well. A stepback is just another way to get 45-ft tall buildings in the area, which would still obstruct the visual area. Building width and spacing restrictions were not created with the perspective of the pedestrian or driver in mind. The view corridors will resemble crevices from the trail or the street. The aerial views were misleading because they did not show the view from the Riverwalk. There was one picture of the bank level, but it was not indicative of what the general picture would be like along the entire walkway. He believed the recommendations impeded, not improved, visual and periodic physical access to the water; permits, not ensures, open feelings of continual visual access to the river through stepback and setbacks; and does not create a more prominent gateway to the urban core. Exceptions and limitations to the existing requirements will open the door for the citizens to come to the City in 6 or 12 months to fight them. Citizens will run out of time, energy, and commitment, but the commercial interests will continue to pursue their plans. People will eventually give up because they are not being represented by the City Council that permits commercial interests to take the first step.

George McCartin, 490 Franklin Avenue, Astoria, said certain areas of the Civic Greenway prohibited variances and he had not seen anything similar in the language proposed for the Bridge Vista Area. This is worrisome because a variance is one of the greatest ways to get around any of the laws being proposed tonight. He asked if a condominium complex would be allowed in the blue area.

Mr. Hastie answered no.

Mr. McCartin said that was fine. He showed a picture of a warehouse sitting on the edge of the water with hundreds of pallets on the pier, noting that he believed the majority of people did not want this kind of view.

Ed Wornicke, 1 3rd Street, Astoria, said he rented his condominium at Columbia House to a couple who plans to live there for the rest of their lives. About 10 years ago, when he first came to Astoria, Columbia House was an ugly building and he questioned why it had been allowed. However, he ended up renting a unit in the building and enjoyed the view that these recommendations attempt to cover up. He understood bank height development was allowed in the red areas. Pilings and shorelines are very important historical artifacts and habitats for wildlife. If the red areas were developed to their maximum potential, the water would be covered up. He agreed this was a slow, progressive, and pervasive chipping away of what he is trying to preserve. There are very few areas in Astoria where pedestrians can see the historic pilings. The blue and red areas are the areas of historic value in Astoria. He found it difficult to believe that cars driving down Highway 30 would be looking at the shoreline. However, the pedestrians' view from the Riverwalk is more significant. Many shoreline cities that value tourism have allowed commercial interests to take financial advantage by building hotels and developing close to the water. Little by little, through variances and exceptions, commercial interests will win. He asked City Council to be cautious about this and try to keep the area as is.

Laurie Kaplan, 766 Lexington Ave., Astoria, said she remembered the first meeting that was held to discuss the RVP in the Kern Room of the Columbia River Maritime Museum. Many people who do not usually attend public meetings were there, which proved the Columbia River is the heart and soul of the citizens. She was concerned that these amendments and the RVP have been a slow and incremental process to privatize the river experience. The Columbia River should not be for the few who can afford the proposed buildings that seem to be designed to keep everyone else away. The proposed view corridors are so narrow that one would need to stand right in front of it and look straight ahead. She understood people would need permission from a building owner to be on their property and access the river. This is privatizing. California has done this with its oceanfront, which is like an artificial amusement part where you cannot hear the ocean or see the sand. There is no sense of being at the ocean. She would hate for Astoria to do this to the river because the river means too much to everyone. City Council has the power to restore her trust in the process, which has been damaged over the years. She hoped Council would stop this rush to develop and build on the riverfront and block the public from the river, which is the heart of the community. Everyone can do their part to keep the riverfront protected and accessible to the public so that the river and Astoria can thrive together. This is an emotional argument, but she knew what the river meant to everyone in the room.

LaRee Johnson, 1193 Harrison Ave., Astoria, said she recently visited an area of Myrtle Beach, S.C. that was overbuilt along the waterfront. The average person could not get down to see the water because the area was private, but there were view corridors. That area of Myrtle Beach did not compare with what Astoria has and she will never return because it is full of people, traffic, noise, and buildings. There was no semblance of the ocean. When she was involved with the Lewis and Clark Bicentennial a few years ago, she visited Great Falls, MT, where she was impressed with their river. Seventeen miles of river trail, which goes through the town and extends out on to the river, has been kept free and open. This was a very significant area for Lewis and Clark, so the town wanted to keep the view shed open for the public. Access for temporary events allows for farmer's markets and concerts without allowing permanent commercialism. Once a development is built, it cannot be taken down. Astoria is on the edge of a critical point as more and more people recognize what is here. People visit to see the river and because Astoria is a unique community. This proposal might be better than the existing regulations; however, Astoria has the opportunity to keep the river free and clear and not have anything. She believed the City should consider delaying this decision. This is a complicated matter that takes a lot of study. She commended the City for studying the recommendations and carefully weighing their decisions. She did not want Astoria to be like Myrtle Beach. Myrtle Beach might make a lot of money, but it is not like Great Falls. The Columbia River is far more important and is one of the greatest rivers in America. It is up to Astoria to make decisions right now that will keep the river pure.

Chris Farrar, 3023 Harrison Avenue, Astoria, agreed with many of the comments made by the previous speakers. While this may be a slight improvement over existing regulations, he was looking for a really big improvement that would maximize views. He noted that the bank height restriction for overwater development only applied to permanent structures. He asked if storage and shipping containers could be stacked on top of docks.

Mayor LaMear called for testimony impartial to the application.

George Hauge, 1 3rd Street, Astoria, spoke in opposition to the application. He said he lived in the condominium because a family member needs the amenities it provides. However, he does consider the building a wart on the area. He agreed the photographs were misleading and believed the proposed changes would block a large

portion of the view. Three or four-story tall buildings will totally destroy the view of the bridge. A domino effect with view corridors that face Washington is not what people want to see. People want to see activity on the river, especially people who are new to the area. When visitors come to see river activity, they bring money to spend and produce jobs. He questioned why the City would want to destroy this. The proposed amendment is better, but it is not good. The bank height restriction would help certain water dependent industries, but he had a problem with 35-ft tall buildings. He asked everyone opposed to this request to raise their hand, noting that almost every in attendance was opposed. He understood the Planning Commission was given direction to keep the RVP as is. He sent emails to Councilors that stated the appendices of the RVP indicate discussions were misrepresented in the RVP. At the last community meeting, the main point made about the Bridge Vista Area was to keep structures south of the Riverwalk. However, this was never put into the RVP. Astoria is referred to as a little San Francisco, but Astoria lacks a blocking of the water. However, if Council wants Astoria to be totally like San Francisco, these amendments will be approved and the waterfront will be blocked. It is Council's job to protect the health, safety, and welfare of the people in the city. He asked Council to look into allowing overwater development that will eventually be impacted by a tsunami. Two years ago, a person from the state came to a condominium meeting and said a tsunami would rise 20 or 30 ft on the building, hitting it broadside, so allowed development would be wiped out. He questioned why the City would put people in danger this way. Council does have permission to change the plan. If Council did not have this permission, there would be no reason for Council to exist. Council can make significant changes to the plan, as it did when it moved the Garden of Surging Waves, to represent all of the hands that were raised. He looked forward to Council making such changes.

Marge Peck, 2850 Marine Drive, Astoria, said someone she respected very much told her that the citizens were head of the government of this city. She hoped City Council would do what the citizens want instead of what they believe is best.

Alan Batchelder, 1031 Franklin, Astoria, said City Council authorizing this building to alter the riverfront was a mistake. A small park with a beach and trees used to be part of the vista that was so appealing. Every time he and his wife see the building, they feel like crying because the park was beautiful and fun to see. He asked City Council not to make this mistake again.

Mayor LaMear invited the public to ask questions of Mr. Hastie and staff.

Suzanna Gladwin, 82316 Highway 103, Seaside, asked for an explanation of the colors on a particular slide of his presentation. She asked how the colors corresponded to building heights and zone regulations. She clarified that when she had spoken of the view corridors as one enters the city, she was also referring to the roads. Drivers are aware of the sunset while still being aware of being on the road. She was unable to make out any good view corridors when looking at the hypothetical scenario slides, except from the Riverwalk looking north towards the river. She asked for an explanation of one of the hypothetical scenario slides, unless the slide does not show total implementation. She wanted a picture of what the area would look like if every property owner built to the maximum potential allowed by the proposed zoning.

Mayor LaMear called for a recess at 8:00 pm. The City Council meeting reconvened at 8:07 pm. Mayor LaMear called for testimony impartial to the application. There was none. She called for questions of staff.

Mr. Hastie and City Manager Estes responded to questions from the public and Council as follows:

- How do these amendments promote the area as a gateway to Astoria?
 - The RVP referred to Marine Drive as the gateway into town. The design standards and guidelines along Marine Drive were developed with this in mind. In order to promote a pedestrian oriented area, buildings will be closer to the street, new setbacks will be on the south side of Marine Drive, and there will be changes to where parking could be located.
 - Councilor Herzig clarified that the public considers the bridge landing a gateway into the city, as people come into Astoria from Washington by crossing the bridge. However, 'gateway' is a term being used to describe a particular part of the riverfront.
- Explain the view corridors for drivers and pedestrians between the highway and the river.
 - Proposed code revisions for view corridors pertain to public rights-of-way along public streets. Along those public rights-of-ways, a 70-ft view corridor would need to be maintained, which sets buildings back farther from the street. There are not as many public rights-of-ways in the Bridge Vista Area as there are in the Civic Greenway Area. Corridors were not established through property lines because of the way parcels are configured in this area.

- In the images that show hypothetical overwater development, the pink buildings represent potential new development and the white buildings are existing buildings. The image was intended to illustrate overwater development, not view corridors. The image does not show maximum development, but it does show aggressive development.
- Some public rights-of-way extend out over the water where on-land streets meet the water. The overwater rights-of-way would still be required to maintain the view corridor.
- What do the colors on the map represent?
 - The colors represent zoning. The boundaries of the Bridge Vista Area are just north of Highway 30/Marine Drive. The yellow and beige are not part of the study area.
 - Pink – Commercial Zoning
 - Salmon – City Shoreland Zoning
 - Blue – Aquatic Zoning
 - Variances would be allowed; however, City Council could vote to prohibit them.
- What are the allowed building heights on land?
 - With a variance, buildings could be up to 45 ft tall as long as it complied with the setback and step back requirements. Without a variance, buildings could be up to 35 ft tall.
- What are the allowed buildings heights over water?
 - Currently, allowed building heights range from 28 to 45 ft tall and variances are allowed. The Holiday Inn is 46 ft tall and the condominiums are 50 ft tall.
- Are conditional uses allowed in the proposed zones?
 - All of the proposed zones list allowable conditional uses.
 - Residential uses would not be allowed as an outright or conditional use in any of the overwater zones. However, a residence in association with another use would be allowed conditionally in the shoreland zone.
- Clarify examples of water-dependent uses.
 - A few examples of water-dependent uses are: boat ramps, docks, moorage, marinas, navigational structures, utility crossings, temporary dikes for emergency flood protection, aquaculture facilities, dredging and fillings, boat and/or marine equipment sales, shellfish retail or wholesale, charter fishing, cold storage, and ice processing.
- Will public boardwalks be privatized?
 - Boardwalks would have to be accessible to the public. Overwater development would be required to provide a walkway, pier, or other structure to allow the public to go out over the water past the building.
 - The City would establish hours of access or operation of the public access structures, similar to the operation of the River Trail.
- How would important biological areas, like the wetland between the warehouses and Stephanie's Cabin, be protected?
 - Mr. Hastie did not know if the wetland area was classified as a wetland in the City's list of natural resources. If the area is identified as a wetland in a City or State inventory, it is subject to regulation by the Department of State Lands or the Army Corps of Engineers.
 - Most of the protected aquatic conservation zones are along the Young's Bay portion of the city, east of the Yacht Club.
 - When development begins in a State waterway, the permitting process requires a review of potential environmental impacts.
 - Development within the CRESO Overlay Zone requires an application review by the Columbia River Estuary Study Taskforce (CREST) to determine compliance with City codes and other State and federal requirements would be necessary to complete the project.
 - Interim Planner Morgan believed the area between the warehouses and Stephanie's Cabin was in the A-1 Zone as part of the river and was not classified as a wetland. The area is below normal high tides.
 - Councilor Herzig directed staff to present an definitive answer to whether the area was designated as a wetland.
- Was an aquatic conservation zoning district, which would completely prohibit any development, considered for any portion of the Bridge Vista Area?
 - The aquatic conservation zoning districts are primarily on the south side of the city. The RVP set the tone for the type of the development that would occur along the Columbia River and designated the Bridge Vista Area as an aquatic development zone.
 - In the past, the Bridge Vista Area was heavily developed with canneries. Therefore, the area is more suitable than other areas for overwater development.

- These recommendations are to implement the RVP.
- Will temporary structures, like stacks of storage containers, be allowed on top of docks and piers in the zone that limits structures to bank height?
 - Outdoor storage as a specific use is not listed as an allowable use in that zone. The City could impose limitations on storage as an associated use.
- Were the public comments included in the appendices of the RVP taken into consideration?
 - Public comments were considered.
 - The appendices of the RVP contained summaries of individual comments made at various meetings held during the Riverfront Vision planning process.
 - During the planning process, an advisory committee considered the comments, as well as discussions by staff. The committee recommended a plan to the Planning Commission and City Council and the comments were considered as the plan was adopted.

Teresa Barnes, 875 Franklin, Astoria, understood how the plan would be advantageous to certain interests in Astoria; however, it would limit public access and views of the river. She wanted City Council to consider how this plan is advantageous to the average citizen in Astoria.

Mayor LaMear closed the public hearing at 9:04 pm and called for Council discussion and deliberation.

Councilor Warr said he was on City Council when the goal to develop the RVP was established, which was about seven or eight years ago. City Council tried to represent all of the citizens and believed the working waterfront should be preserved for the tourists and for working families who depended on the river. In the 43 years he has lived in Astoria, several fires destroyed overwater structures leaving the piling fields. The development on the river since then has been a few warehouse buildings, the condominium buildings, and the Cannery Pier Hotel. It is incredibly expensive and difficult to build over the water and he did not believe much development would occur in the Bridge Vista Area anytime soon. Therefore, he did not believe much would change, regardless of whether this request was approved or denied. All of the citizens of Astoria, not just those present at this meeting, need to be considered. Many people in Astoria still need to make a living, so Astoria's economy should be taken into consideration.

Councilor Herzig thanked all of the Planning Commission members, past and present, for putting in so many volunteer hours to work on this project. The APC had tight constraints and had to abide by the RVP. City Council is grateful for their recommendation. He also thanked members of the public who spoke during the public hearing. He showed the City of Astoria Organizational Chart, which Ms. Peck had referred to, which indicated the citizens of Astoria were the source of all authority. It is obvious the citizens do not want overwater development. The city needs some sort of zoning. He suggested the RVP be amended to say that north of the trolley tracks within the Bridge Vista Area, only bank height development would be allowed with no variances, and south of the trolley tracks within the Bridge Vista Area, only 25-ft tall buildings would be allowed with no variances.

Councilor Price said she attended all of the original meetings conducted between 2007 and 2009. She has also attended many of the APC meetings on the Civic Greenway Area. She wondered how long City Council could continue to ignore the wishes of the majority of its constituents. She agreed with Councilor Herzig that the APC was tasked with difficult work. Some of the proposed amendments are very good, some are good, and some do not reflect the wishes of the citizens. She knows this because she has attended meetings and read the appendices of the RVP. It is important to recognize that the RVP is a compromise of what was said at those meetings. The Civic Greenway Area was a compromise of the RVP. One of the compromises was a result of the last minute submission of a master plan from the Port of Astoria as the amendments were being considered by City Council. The APC had not been able to review the master plan, which was very frustrating. The RVP is not a State statute, nor is it mandated. She had a two-page, single-spaced list of everything that had changed in Astoria since 2009 when the RVP was adopted. All of the changes are good and Astoria is a very successful city. City Council should think about how successful Astoria wants to be. Some of proposed amendments do not make sense. She hoped City Council would work to preserve the riverfront because it is unique to Astoria. She was undecided on the bank height restriction for overwater development. Definitions of the words 'view' and 'sightline' needed to be clarified. In her opinion, a view of the river is the ability to see across to the mountains. She liked the bridge piers and did not want views of them to be obstructed. She and others should move past their emotions and consider specific ideas that City Council can use and understand, that planners understand, and will comply with the Comprehensive Plan. She believed there was time to do this. It is inappropriate for the City to say that because there has been no development in 10 years, none would occur in the future. The RVP

was created because at one time, people had become upset that about 20 projects had been permitted. The only reason the projects were not developed was because the bottom fell out of the economy and no one could get a loan, not because it was too expensive to build. Many people who did great things for Astoria went bankrupt and no longer live here. She believed this and prohibiting variances should be considered. She also wanted to find out if incentives could be offered to encourage developers to build on land instead of the river. Many cities offer streamlined customer service, thoughtful permitting processes, and financial incentives. Such measures could be used on existing buildings in Downtown, Uniontown, and Uppertown. Even developers believe this would be best. She was unsure about the bank height restriction because she was aware of project ideas that City Council might want to consider. Other cities that get bad weather have public boardwalks with things like a hot dog stand, umbrellas, or glass gazebos. While these amenities might be bank height, it would be nice if they were broad enough and fully accessible to the public. She was concerned about enforcement of public access on private boardwalks because Astoria currently has a real problem with the west end of the Riverwalk, which was built with public taxpayer money and \$84,000 from the Astor East Urban Renewal District. She urged Council to consider all of these things.

Councilor Nemlowill said in 2007, when the idea of the RVP was first considered, there were 17 waterfront condominiums proposed. This was scary to many Astorians because this development would have drastically changed the character of Astoria. The market changed to prevent these projects, which gave the City time to develop the RVP that the citizens of Astoria adopted. The RVP is a balanced approach to commerce and conservation. She has been working on the plan for a long time and has heard from many people who contributed to the plan. She believed everybody in attendance gave a lot of thought to what should happen. The democratic process can move very slow and it has been six years since the RVP was adopted. Now, the City is implementing the second phase of the plan. She believed private business owners and developers can move more quickly than the democratic process. The current zoning in the Bridge Vista Area was created prior to the Riverwalk, so a lot has changed in Astoria. Without implementing the RVP into the Development Code, the Comprehensive Plan, and the zoning maps, the Planning Commission cannot justifiably shape or deny certain development requests. She was on the Planning Commission for nine years and experienced this situation with several condominium proposals. Therefore, she believed there were benefits to average citizens. The Bridge Vista plan does not eliminate possible future development over the water, but it does drastically limit it in size, mass, width, and with view corridors. Currently, development could result in a wall of buildings. The plan also drastically changes the uses to prevent condominiums over the water. This is a good thing because residences do not need to be built over the water. The units would be too expensive for Astorians and would result in an increase in seasonal residents in the area, which would change the character of Astoria. Limiting uses to only those that are dependent on being over the water makes a lot of sense. If something can be built on land, build it on land. If the use is for fishing boats or seafood loading and processing, it makes sense to have these on the water because it protects Astoria's heritage. While people may visit for the views, she did not want to forget about Astoria's heritage, jobs, and culture. Families have stayed in Astoria for generations because of the water industries. Another benefit is public access on the waterfront in the buildings. Currently, overwater development in the Bridge Vista Area is not required to maintain public access to the water, like Pier 39 or the access on the 6th Street Pier when Number 10 6th Street was there. She liked that public access to the water would be required on any overwater development. She also liked the view protections around the bridge at 2nd Street and believed this benefited the citizens of Astoria. Increasing connections and pedestrian friendliness in Uniontown is exciting. The addition of uses like micro manufacturing attached to retail and high density housing is great. She supported the plan, but did not believe variances to height should be allowed for overwater development.

Mayor LaMear commended the Planning Commission members who have spent so many hours on this project. Nothing was taken lightly. The Bridge Vista Area was a working waterfront and the RVP states there are certain areas that should be open for views while other areas are more appropriate for development. The Bridge Vista Area currently has a warehouse and a fishery, which are a part of Astoria's working waterfront and heritage. The Planning Commission was appointed with members of a variety of views and the idea is to balance the views of the people in the city. Not everyone believes there should be no development along the river and only the people opposed to development along the river attend the public hearings. Therefore, it is difficult to say that this group who spoke tonight represent the entire city of Astoria. She had heard from both sides. The Planning Commission also heard from both sides and came to a unanimous decision that this was a good plan. She supported the request, but believed there may be ways to improve the plan.

Councilor Warr suggested implementing a condition of approval prohibiting variances to building heights of overwater development and voting on the rest of the amendments as proposed.

City Attorney Henningsgaard advised Council to conduct the first reading now, and then adopt the ordinance as amended at the next meeting. City Manager Estes noted this would allow staff to present revised code language that would capture the desire of City Council.

Councilor Herzig confirmed that his proposed changes would not be considered a minor amendment. He restated his proposal to limit buildings to bank height north of the trolley and no building higher than 25 ft with no variances south of the trolley. He wanted to make sure Council voted on these proposed amendments so that the public can see where Councilors stand.

City Council Action: Motion made by Councilor Herzig, seconded by Councilor Price to adopt the Ordinance regarding Amendment A14-05 on the Riverfront Vision Plan Implementation Ordinance for the Bridge Vista Area, with the following amendments:

- No buildings higher than bank height north of the trolley throughout the Bridge Vista Area, with no variances.
- No buildings south of the trolley lines higher than 25 ft, with no variances.

Motion failed 2 to 3. Ayes: Councilors Price and Herzig; Nays: Councilors Warr and Nemlowill and Mayor LaMear.

City Council Action: Motion made by Councilor Nemlowill, seconded by Councilor Warr to conduct the first reading of the two Ordinances regarding Amendment A14-05 on the Riverfront Vision Plan Implementation Ordinance for the Bridge Vista Area and direct staff to amend the ordinance to eliminate variances to building heights of overwater development.

Councilor Price said it is good that any development would have to be reviewed by the APC because members of the APC are thoughtful. However, she believed the majority of the APC is pro-development. She asked if City Council had authority to override an APC decision and if so, how. Staff confirmed that the only way for City Council to review a permit issued by the ADC would be through the appeal process. An appeal can only be filed by someone who has standing, meaning a person who participated at the Planning Commission's review of the application.

Councilor Price asked if it was possible, either through this amendment or other means, to commit Council to keep the discussion of this amendment ongoing in an effort to provide better representation of the citizens who spoke tonight and have been speaking for the last eight years. She challenged the community to get 2,000 adults to state at a City Council meeting that they would be happy with the development these amendments allow. This would only represent one-third of the adult community and she doubted it could be done. It is impossible to vote against this request because the amendments include some very good changes that are much better than what Astoria currently has. However, it makes sense for Council to continue to refine the amendments. She asked if refining these development standards could be done through the strategic planning process.

Councilor Warr suggested discussing this at next year's City Council goal setting session.

City Manager Estes added that Council could continue to discuss these amendments in the future and provide direction to staff to begin a new or different process.

Councilor Price said perhaps changes can be made through the strategic planning goal that is already in place.

Councilor Herzig said he was unclear about the motion. There is an ordinance to adopt the Planning Commission's recommendation and an ordinance to extend the boundaries of the Civic Greenway and Bridge Vista Areas. He asked if the motion was to conduct the first readings of both ordinances.

City Manager Estes clarified that the boundary extensions would be reviewed in a separate public hearing. He explained that two ordinances implement the Bridge Vista Area. A third and separate ordinance amends the boundaries of the two areas, which will be reviewed next as Regular Agenda Item 6(f).

Councilor Herzig understood the motion was to conduct the first reading of the two ordinances implementing the Bridge Vista Area, as recommended by the Planning Commission.

Motion carried 4 to 1. Ayes: Councilors Price, Warr, Nemlowill, and Mayor LaMear; Nays: Councilor Herzig.

Director Cook conducted the first reading of the ordinances regarding Amendment A14-05 on the Riverfront Vision Plan Implementation Ordinances for the Bridge Vista Area.

City Manager Estes confirmed staff would prepare the minor amendment language and present it at the next City Council meeting for a second reading and adoption. The amendment would prohibit variances in building height on overwater development.

Item 6(f): Public Hearing and Ordinance regarding Amendment A15-01 on the Gateway Overlay Zone (1st Reading) (Community Development)

Part of the Riverfront Vision Planning process included the extension of the Gateway Overlay Zone to 41st Street; however, the Comprehensive Plan contains a map (Figure 1.1) which illustrates the location of the Gateway Overlay Area from 16th to 29th Streets. In order to ensure that the Development Code is consistent with the Comprehensive Plan, staff has prepared an amendment to the Comprehensive Plan that extends the Gateway Overlay Area from 29th to 41st Street, and makes various "housekeeping" changes to the description of the area.

Changes include updated information concerning John Warren Field, the East Mooring Basin and the Astoria Plywood Mill, and a synopsis of the Riverfront Vision Plan. The only policy change is as follows:

Comprehensive Plan Section CP.08.1.b, Gateway Overlay Area Policies, is deleted in its entirety and amended to read as follows:

"b. Enhance the primary uses, such as the Columbia River Maritime Museum and Columbia Memorial Hospital, and work to redevelop areas such as the former John Warren Field site, which have significant development potential."

The Planning Commission considered these changes at their April 28, 2015 hearing and moved to recommend them to the City Council. It is recommended that the City Council adopt the amendments to the Comprehensive Plan and hold a first reading of the ordinance.

Mayor LaMear opened the public hearing at 9:37 pm and asked if anyone objected to the jurisdiction of the City Council to hear this matter at this time. There were no objections. She asked if anyone had a conflict of interest or ex parte contact to declare. There were none. She read the rules of conduct for the public hearing and advised that substantive materials were available from staff. She called for the Applicant's testimony.

Interim Planner Morgan gave a brief overview of the Comprehensive Plan amendment, which was included in the staff report.

Mayor LaMear called for testimony in favor of, impartial, or opposed to the request. Hearing none, she called for Council discussion and deliberation.

City Manager Estes added that the Comprehensive Plan must comply with zoning ordinances. The amendments proposed in Regular Agenda Item 6(e) included such housekeeping items so that staff would not have to come back to Council with another request similar to this one.

Mayor LaMear closed the public hearing at 9:43 pm.

Councilor Herzig asked how these changes would affect people living in the areas not originally included in the Gateway Overlay Zone. City Manager Estes said no, this request would not change zoning laws adopted by City Council when the Gateway Overlay Zone was implemented.

City Council Action: Motion made by Councilor Herzig, seconded by Councilor Nemlowill to conduct the first reading of the Ordinance regarding Amendment A15-01 on the Gateway Overlay. Motion carried unanimously. Ayes: Councilors Price, Warr, Herzig, Nemlowill, and Mayor LaMear; Nays: None.

Director Cook conducted the first reading of the ordinance amending the Astoria Comprehensive Plan pertaining to the implementation of the Gateway Overlay Zone.

Item 6(g): Supplemental Budget for FY2014-2015 (Finance)

ORS 294.473 provides a procedure for a municipality to pass a supplemental budget that adjusts for changes that happen during a fiscal year. The process is to advertise a supplemental budget not less than 5 days before a Council meeting. Since the supplemental budget is less than 10% of the total expenditures, there is no requirement to hold a hearing for this adjustment. Council may consider a resolution that would adopt the supplemental budget as advertised. Expenses have been incurred in the amount of approximately \$70,000 by the Friends of the Astoria Column that relate to improvements for communication devices subject to a contract with Converge, Inc. The City has been asked to reimburse the Friends for these expenses. City Council is considering this request at this meeting. The City also has a contract with Converge for work relating to communication improvements at the Column and an additional contract is included in the June 1st packet. Staff is requesting an increase of \$10,000 for the current budget to anticipate work that may be completed before the end of this fiscal year 2014-15. The supplemental budget would allocate \$80,000 to the Capital Outlay line item under the Capital Improvement Fund. The appropriate attached notice was advertised on May 26, 2015. If Council approves these transactions, it is recommended that Council consider adopting the attached resolution for the supplemental budget.

Councilor Price understood the resolution was to approve a supplemental budget for \$1,778,000.

City Manager Estes explained the supplemental budget would move \$80,000 to a line item in the Capital Improvement Fund.

City Council Action: Motion made by Councilor Warr, seconded by Councilor Herzig to adopt the supplemental budget for FY2014-2015. Motion carried unanimously. Ayes: Councilors Price, Warr, Herzig, Nemlowill, and Mayor LaMear; Nays: None.

Item 6(h): Resolution to Elect to Receive State Shared Revenues (Finance)

Oregon Revised Statute 221.770 requires the City to adopt a resolution to declare its intent to receive state revenue for each new fiscal year. State shared revenues include the state gas tax, alcohol tax, cigarette tax and state shared revenues. The attached resolution expresses the City's intention to receive state shared revenues for FY 2015-2016. It is recommended that the City Council consider this resolution for adoption.

City Council Action: Motion made by Councilor Price, seconded by Councilor Warr to adopt the resolution to elect to receive state shared revenues. Motion carried unanimously. Ayes: Councilors Price, Warr, Herzig, Nemlowill, and Mayor LaMear; Nays: None.

Item 6(i): Public Hearing and Resolution to Adopt the City of Astoria Budget for FYE July 30, 2016 (Finance)

Oregon Local Budget Law requires that the City Council hold a public hearing on the budget, as approved by the Budget Committee. Notice of this hearing, scheduled for June 1, 2015, was published in the Daily Astorian on Wednesday, May 20, 2015. The budget for the City of Astoria, as discussed and approved by the Budget Committee, is ready for the City Council to consider for adoption. The changes from the proposed budget that the Budget Committee approved are as follows: \$500,000 is transferred from the Beginning Fund Balance of the General Fund to Machinery and Equipment in the Capital Improvement Fund in support of the purchase of an aerial ladder truck for the Fire Department. \$10,000 was the purchase of an aerial ladder truck for the Fire Department. \$10,000 was added to each of the appropriations for the Astoria Downtown Historic Development Association, the Chamber of Commerce and the Lower Columbia Tourism Committee from the Ending Fund Balance of the Promote Astoria Fund. A second potential change relates to adjusting the approved Capital Improvement Fund budget by \$20,000 for a contract with Converge relating to services at the Astoria Column. A second resolution is available, if Council approves an appropriation for this expenditure. The attached resolution will adopt resources and appropriations and authorize the collection of taxes at a rate of \$8.1738 per thousand for FYE June 30, 2015. It is recommended that the City Council hold a public hearing on the FYE June 30, 2016 budget as approved by the Budget Committee. After the hearing, it is recommended that the Council consider the resolution to adopt this budget.

Councilor Herzig asked if this hearing could be postponed until the next City Council hearing because it was getting so late. He understood the budget had to be approved by the end of the month. Staff explained that

public hearing notices had to be sent out within a specific timeframe and postponing this hearing would be risky. Councilor Herzig said some people attended the meeting just for this hearing, but had to leave since it was almost 10:00 pm; however, he understood why the hearing could not be postponed.

Mayor LaMear opened the public hearing at 9: 55 pm and called for anyone wanting to address City Council on the budget for fiscal year 2015-2016 to come forward.

George McCartin, 490 Franklin Avenue, Astoria, said he had many concerns about the budget that has been recommended by the Budget Committee. One of his concerns was so problematic that a Budget Committee member abstained from voting to recommend this budget to City Council. This issue was that more than \$250,000 was designated for the two chains of the Chamber of Commerce. The City does not have a contract with the Chamber, as required by City Code 8.045.18, nor has it had such a contract for the last 10 years. The Chamber can claim they have been abiding by the 10-year old contract, but he did not believe this would be in compliance with City Code. He understood the Council would pass the budget with the allocation to the Chamber. However, on behalf of the people of Astoria, he demanded transparency, accountability, and stewardship. In order to meet this demand, he urged City Council to require a written contract with the Chamber prior to dispersing any of the funds. The City Code also requires the Chamber to report twice annually as to what they do with the money.

Shel Cantor, 1189 Jerome, Astoria, said the Budget Committee did not have the opportunity to review the allocations in the budget to support next year's City Council Goals. He had sent out an email reminding people of this. The Committee did not receive answers to its questions about the chair wall evaluation at the last session and could not identify where the funds would come from or how much would be available for the goal. He believed the West End Master Plan was included as part of the Professional Services for the Astor West Urban Renewal District. However, he did not know how much of the \$145,200 was for the plan. The Committee also discussed pedestrian safety and Director Cook had stated these expenses would come out of the Capital Improvement Fund. However, he was unsure all of the pedestrian safety expenses would come from the Capital Improvement Fund, like the radar boards or bulb outs. He wanted to know what money existed to pay for these things and to make sure those options existed for next year. For Ocean View Cemetery, \$72,000 was allocated for weed eradication and reseeding. He asked where the maintenance expenses were in the budget, noting that he didn't want the work to go to waste. He confirmed that the study for a library at Heritage Square was not budgeted out of the \$100,000 in the Logan Memorial Library Trust Fund and wanted to know where this expense was in the budget. He believed the goal to promote affordable housing was so nebulous that the City does know where it is going with this goal. It would be too much to ask where funds for this goal would come from.

City Manager Estes said at the City Council goal setting sessions, many different ways of analyzing the chair wall expense was discussed. Some analysis and work has already been completed. Oregon Department of Transportation (ODOT) will report to the City on the studies that have already been completed. The Western Gateway Master Plan has been included in the Astor West Urban Renewal District budget and staff will need to develop a scope of the project to understand the fiscal realities of the plan. The Public Works Departments continues to apply for grants from ODOT for the pedestrian safety measures. If grants are awarded, staff will allocate the funds through a budget resolution.

Director Cosby explained that over the past two years, the transfer of funds from the General Fund into the Parks Department Fund for cemetery maintenance has been even, but the allocation of those funds has greatly changed. Fewer funds are being spent on operations and programs and more funds are being spent on maintenance. The funds for weed eradication and trimming of some of the trees will be a great help. However, she believed the site would continue to struggle for a few years, but staff is taking good steps forward to take better care of it. City Manager Estes added that Director Cosby has recommended incremental fee increases at the cemetery to provide additional revenue for the site. Director Cosby said currently, the subsidy is \$56,000. When the second round of fee increases are implemented in July 2016, maintenance at the cemetery would no longer need the subsidy.

City Manager Estes said the funds for the Library Master Plan would come out of the Astor East Urban Renewal District (AEURD) because Heritage Square is located within the district.

Mr. Cantor said the AEURD professional services line item was \$22,520, which he believed was low.

City Manager Estes noted the budget also included a line item for improvements other than buildings. He added that currently, a housing study was being conducted. That study will allow staff to make recommendations to City Council so the housing issues can be addressed.

Councilor Nemlowill asked if the City could enter into a contract with the Chamber of Commerce. City Attorney Henningsgaard said he assumed this could be done, but he was not familiar with details of the requirement. City Manager Estes confirmed this was in regard to the room tax funds. After Skip Hauke attended a budget meeting, he had stated he was very receptive of entering into an agreement between the City and the Chamber.

Councilor Price believed Mayor LaMear would remember that Mr. McCartin was the only member of the public who attended every Budget Committee meeting. She thanked Mr. McCartin and Mr. Cantor for asking questions. She also thanked Financial Analyst Snyder and Director Brooks for answering their questions. There is a Facebook page called Organizing For Astoria, which she believed should be renamed Organizing Against Astoria because the page is so critical. The most recent criticism was that the budget was being passed willy nilly. Anyone who attended a budget session saw that the budget was considered quite thoroughly. City Council did not get everything it wanted in the budget, but she was impressed. By the end of the budget sessions, she had a page and a half of questions and comments she had made note of. She sent this list to staff, the City Council, and the Budget Committee just to remind them of the questions and comments that had been made. On Friday, she met with Mayor LaMear and Director Brooks to go through each question. She believed staff would publish a memo with the answers to her list of questions. The City Code that requires the semi-annual reports from the Chamber of Commerce actually requires these reports from any non-profit organization to which the City gives money. The City plans to look into this. She also believed Council committed to think a little more about the money that is given to the Chamber and how Astoria is best represented.

Mayor LaMear said the budget sessions were the most comprehensive hearings Astoria has had since she has been on City Council. There were many questions and the hearings were much more in depth than ever before. The meetings were open to the public, so the process was definitely transparent. She thanked the Budget Committee members because the process was grueling.

Mayor LaMear closed the public hearing at 10:04 pm.

City Council Action: Motion made by Councilor Warr, seconded by Councilor Price to adopt the resolution to adopt the City of Astoria Budget for FYE June 30, 2016.

Councilor Herzig said there were at least two impediments to passing this resolution: first, the City does not have a contract with the Chamber of Commerce, and second, the City does not have a letter from Astoria Rescue Mission agreeing to abide by the nondiscrimination policy. Each Councilor took an oath to uphold the City's ordinances and this oath will be violated if money is given to the Chamber without a contract. Council will be violating the City's nondiscrimination policy by giving money to Astoria Rescue Mission without a written agreement stating they will abide by the policy. He did not believe Councilors wanted to perjure themselves by adopting the budget. He believed it was time for the City to get regular with its finances. City Attorney Henningsgaard explained that adopting the budget and transferring funds are two separate actions. Therefore, Council can adopt the budget and simply refrain from taking action on the line items until the contract and letter are in place.

Councilor Herzig asked if the motion could be amended to state that transferring of funds would be suspended for the two issues of concern. City Attorney Henningsgaard said a motion was not necessary.

Councilor Herzig said currently, he did not have much faith and wanted to make sure City Council did things right this time.

Councilor Warr confirmed City Manager Estes would make sure contracts were signed prior to dispersing funds and that with City Manager Estes' solemn promise, he believed Council should vote. Councilor Herzig asked if City Manager Estes would obtain a letter from the rescue mission confirming they would abide by the nondiscrimination policy. City Manager Estes answered yes, he could request such a letter at the direction of City Council.

Councilor Herzig noted that if the rescue mission does not formally agree to abide by the policy, the City cannot give them money. He supported adopting the budget with his suggested amendments.

City Council Action: Motion made by Councilor Herzig, seconded by Councilor Nemlowill to amend the main motion to also direct the City Manager to secure a contract with the Chamber of Commerce prior to dispersing funds and that he also request a letter of compliance with the City's nondiscrimination policy from the Astoria Rescue Mission. Motion carried unanimously. Ayes: Councilors Price, Warr, Herzig, Nemlowill, and Mayor LaMear; Nays: None.

Mayor LaMear restated the main motion and called for a roll call vote.

The motion to adopt the resolution to adopt the City of Astoria Budget for FYE June 30, 2016 carried unanimously. Ayes: Councilors Price, Warr, Herzig, Nemlowill, and Mayor LaMear; Nays: None.

NEW BUSINESS & MISCELLANEOUS

REPORTS OF COUNCILORS

Item 11(a): Councilor Herzig reported the City gave a plate to the U.S. Coast Guard cutter named *Waesche*. In return, the cutter gave the City a plaque. He read the inscription on the plaque.

Item 11(b): Councilor Nemlowill commended Director Cosby and the Parks Department for hosting the Run on the River over the weekend, which was very successful. Last year, there were 138 participants, but this year, 400 people participated this year. All of the proceeds go towards scholarships for low income residents who cannot afford to use recreational services. She also thanked Chief Johnston for his assistance earlier in the meeting.

Item 11(c): Councilor Warr No report.

Item 11(d): Councilor Price No report.

Item 11(e): Mayor LaMear No report.

ADJOURNMENT

There being no further business, the meeting was adjourned at 10:11 pm to convene the Astoria Development Commission meeting.

EXECUTIVE SESSION

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

Item 12(a): Performance Evaluations of Personnel

ATTEST:

APPROVED:

Finance Director

City Manager

A special meeting of the Astoria Common Council was held at the above place at the hour of 6:15 pm.

Councilors Present: Nemlowill, Herzig, Warr, Price, Mayor LaMear

Councilors Excused: None

Staff Present: City Manager Estes, Assistant City Manager/Police Chief Johnston, Parks and Recreation Director Cosby, Finance Director Brooks, Fire Chief Ames, Public Works Director Cook, City Forester Mike Barnes, and City Attorney Henningsgaard. The meeting is recorded and will be transcribed by ABC Transcription Services, Inc.

PUBLIC COMMENTS (NON-AGENDA)

There were none.

CHANGES TO AGENDA

There were no changes.

CONSENT CALENDAR

REGULAR AGENDA ITEMS

Item 6(a): Carbon Credit Purchase (Public Works)

At the December 14, 2014 City Council meeting, Council approved a term sheet with The Climate Trust (TCT) for the proposed purchase of carbon credits from the City of Astoria Watershed and to initiate contract negotiations.

Over the past several months, TCT and City staff, with the assistance of legal counsel, City Forester (Mike Barnes), and carbon credit consultant (David Ford), negotiated an acceptable Emissions Reductions Purchase Agreement (copy attached). The Agreement has been thoroughly reviewed by City Attorney Blair Henningsgaard, with the assistance of environmental counsel, Christine Hein of Ring/Bender Law. This Agreement was approved by TCT Board of Directors on June 2.

The Agreement obligates TCT to purchase from the City of Astoria verified carbon credits in years 2016 and 2017 for estimated net revenue to the City of approximately \$1,918,340. Additional credits may be sold in future years to TCT or other carbon buyers.

Attached is a background document that provides a summary of the proposed carbon project, the commitments required of the City by the American Carbon Registry (ACR), and a summary of revenue and expenses over the next 20 years.

The key project costs are in developing the carbon project to ACR's standards and completing third-party verification prior to sale of the credits to TCT. This work will be initiated following approval of the contract by City Council.

It is recommended that Council authorize the contract to be executed and authorize Staff to prepare the credits for sale to The Climate Trust.

City Manager Estes noted the draft agreement included in the meeting packet was approved by TCT Board of Directors on June 2, 2015.

City Forester Mike Barnes noted this discussion of selling carbon credits began four years ago. He presented the Bear Creek Watershed Forest Carbon Project Proposal, which was included in the agenda packet. He and David

Ford of Lewis and Clark Carbon responded to questions from Councilors with these additional comments as follows:

- The contract with TCT is a two-year contract. After two years, carbon credits can be sold to TCT or another agency. TCT has agreed to purchase Astoria's 2015 vintage credits, which are currently standing in the forest. Payment for these credits will be divided over the two years of the contract. Astoria will grow more carbon credits each year and TCT has expressed a sincere interest in purchasing the future credits. However, the ACR's carbon credit program is a 20-year program. Monitoring and reporting will be conducted for the full 20 years of the program.
- The credits are so large in the first year because Astoria has so much standing inventory on its property, compared to its neighbors. This is a result of good management of Astoria's watershed over the last several decades. Carbon credits in future years will be less than the first year because the credits are what is grown minus what is harvested; net growth is monetized. Astoria must agree to maintain this growth for the next 20 years.
- Mr. Barnes confirmed that the Year 3 through 20 Projected NET Revenue on Page 9 of the agenda packet was for the entire period, not annual. The projected revenue was based on a conservative price, which will come from a separate agreement with a potential purchaser. Once these credits are listed on the registry for sale, entities other than TCT can purchase them.
- The TCT contract operates under the rules of the ACR, which provide for acts of God. ACR required a buffer pool to be withdrawn, which had already been withdrawn from the numbers presented to City Council. This buffer is about 20 percent of all carbon. If a force majeure ever occurred, Astoria would surrender the buffer account with no further responsibilities.
- An organization in Washington D.C. called Forest Trends produces an annual report called *The Ecosystem Services Marketplace Report*, which the consultants would forward to Staff. Two markets exist, a volunteer market and the California Cap and Trade Program. There is a range of carbon values in the volunteer market, but TCT knows the pricing structure well because they have been in business since 1997. Astoria received a little higher price than some in the volunteer market because of the quality of the project it offers buyers. The money that TCT is spending to buy these credits is coming from Oregon utilities under a State law passed in 1997, which requires utilities to offset new energy facilities. TCT toured the property and was very impressed, and this is a solid offer.
 - In California, the offsets are auctioned by the state, which is different than offsets generated by projects. Offsets generated by projects are generally discounted between 15 and 30 percent. The current base price in California for offsets is about \$11.50 for state-issued certificates to allow carbon pollution. However, the offset market is between \$8 and \$10. Astoria is participating in the volunteer market and is receiving a solid price.

Staff anticipated the revenues would be deposited into the Capital Improvement Fund, just as timber sale revenues have in the past. The Budget Committee has discussed the possibility of using the revenue to assist in the purchase of an aerial ladder truck for the Fire Department.

City Council Action: Motion made by Councilor Price, seconded by Councilor Warr to authorize the contract to be executed and authorize Staff to prepare the carbon credits for sale to The Climate Trust. Motion carried unanimously. Ayes: Councilors Price, Warr, Herzig, Nemlowill, and Mayor LaMear; Nays: None.

Mr. Barnes confirmed Astoria is the only city in Oregon selling its carbon credits. Mr. Ford added that other cities are watching Astoria to see how well the program works.

Councilor Warr confirmed participating in the program would incur ongoing expenses, so some of the revenues would be needed to offset these expenses. City Manger Estes explained that Staff would budget for these expenses each year. Councilor Warr noted money should be set aside in case the market price for the credits falls.

Mayor LaMear called for a recess at 6:39 pm.

The special City Council meeting reconvened at 7:00 pm.

DISCUSSION BETWEEN ASTORIA CITY COUNCIL AND PORT OF ASTORIA COMMISSION

Mayor LaMear called the joint meeting of the Astoria City Council and the Port of Astoria Commission to order.

President Raichl called the joint meeting of the Port of Astoria Commission and Astoria City Council to order.

Mayor LaMear said the City Council did not have a specific agenda for the joint meeting other than to learn more about what the Port does and to see if any difficulties between the City and Port needed to be addressed. She noted Staff had provided copies of the 2007 Port of Astoria Master Plan, which were distributed to the City Council, and asked if the 2007 Master Plan had any relevance.

Bill Hunsinger, Vice-President, Port of Astoria Commission, clarified the Port does not currently have a master plan. In 2010, the Port replaced its master plan with a new Strategic Plan to make the Port a working port, which is one of three deep-water ports in the State of Oregon. Senator Betsy Johnson helped the Port develop its Strategic Plan so that it could be approved by the State, allowing the Port to get back into the import/export business. The 2007 Master Plan was obsolete. He clarified the new Strategic Plan provides for industry and does not call for the landscaping, trails, or other amenities shown in the 2007 Master Plan. Areas for trails could be put to better use if the Port has more cargo or more shipping.

Councilor Nemlowill said she enjoyed attending the Port's meeting. She believed that in order for Astoria to remain an authentic place, economic development that honors heritage jobs, like fishing and logging, should be embraced. Astoria is shifting toward the service industry. However, she believed both industries could exist in Astoria harmoniously. She believed people want to visit Astoria because it is a working town. She noted the publicity the Port generated today and asked for details about the Port's work with the fake orca.

Mr. Hunsinger said this morning the Port had a great news conference where they explained how they planned to mitigate the problems with the saturation of sea lions on their docks. At the news conference, Jack Marincovich gave a speech on the history of the Columbia River and the commercial fishing industry; Steve Fick gave a speech from the processor's point of view, and Jim Wells addressed Salmon for All. Predation is out of control, causing the Port to lose revenue. He described the problems that occurred when moving the orca down from Tongue Point to the East End Basin, where it was put into the water. The orca was now operational and he hoped it would work to resolve the sea lion issue. The orca is operated by a man who sits inside as it plays the orca's feeding song in an attempt to scare the sea lions away. No one from the sea lion group attended the news conference. The Port must take care of public property and must keep the sea lions off the docks for insurance purposes.

Councilor Nemlowill understood the sea lions were causing serious problems for the Port's infrastructure and she hoped the orca was effective. The City and Port share boundaries that include a river, land, and roads. However, most importantly, they share people. The City and the Port can be stronger if they work together for the benefit of the people. During the first phase of Riverfront Vision Plan implementation, she realized they had not been working together. She wanted to know how the City and the Port could move forward in a more positive way.

Stephen Fulton, Secretary, Port of Astoria Commission, agreed that most of the Port's assets, and all of its maritime assets, neighbored the city. He noted the Port is responsible for managing its property under a different set of rules and a different mission statement as they are tasked with being promoters for economy within the County. The Port also represents the people in the County because the Port District and the County have the same boundaries. Astoria represents about 26 percent of the population of the Port District. Astoria is a very important neighbor that has a long history with the Port, including that the Port donated land to the City for the Maritime Museum. He believed there was a lot of misunderstanding during the visioning process. The Port must look out for the economic feasibility of the property in the future. However, there are many things the Port and the City have in common and can agree on. He understood the City was very interested in attracting two new Coast Guard cutters, and so is the Port. While he would like the cutters on Port property, the most important thing was that the boats come to the area. The Coast Guard has been a great benefit to the community, they make good neighbors, and Coast Guard families have provided great family values to the community. He believed the Port and the City could work together on bringing the Coast Guard cutters to the area.

John Raichl, President, Port of Astoria Commission, added the 17th Street Dock was originally built in partnership with the Port and the City.

Mr. Fulton said it is important for the Port to have the most flexibility with its property. The Port has a \$15 million budget this year, \$10 million of which is their operating budget. They have received a \$5 million grant to pave the airport runway. Their tax base is only \$630,000, which is the lowest tax base in Clatsop County. Only about

\$75,000 or \$80,000 of their tax base comes from Astoria. Revenues come from renting their properties, dockage and wharf fees, and reselling their water and electricity. The water and electricity cannot be marked up, but it does add to their budget. The Port makes \$100,000 in revenue when one log ship docks at the Port. Cruise ship revenue is about \$20,000. The log ship contains cargo that originates in Clatsop County, which creates local jobs. Every log ship carries 5 million board feet of logs, which requires about 35 full time jobs. He anticipated the Port would receive more than 20 logs ships this year, which is quite a few jobs that the Port is contributing to Clatsop County. On Port property, there are between 1,800 and 2,000 jobs, which have a big impact on the County's economy.

Mr. Hunsinger said by changing from a master plan to a strategic plan, the Port has been able to average 16.5 log ships and 18 cruise ships per year. The master plan did not allow the Port to handle the export of Oregon logs. The logs are cut in Oregon, trucked to the Port on Oregon trucks, and loaded to a ship in Oregon. Without the strategic plan, 22,000 loads of logs would have gone through the middle of Astoria to Longview. If anyone deserves an Oregon Department of Transportation (ODOT) grant, it is the Port of Astoria for taking those log trucks off the highway between Astoria and Longview. Now, an Oregon port gains the revenue that a Washington port was getting. Although Astoria did not want the log trucks driving through town, the State of Oregon was now reaping the benefits and the Port was no longer broke.

Mayor LaMear said she had originally objected to the log ships because she believed they would interrupt the cruise ships. Now, she understands that the cruise ship passengers love the logging operation, which was something they did not get an opportunity to watch.

Mr. Hunsinger noted only two City Councilors and the Mayor have attended Port meetings. He believed the Port Commissioners and City Councilors would have a better idea of what is going on if they attended each other's meetings.

Mr. Raichl added the Port Commission has decided each member would start attending various meetings throughout the County, and he has personally attended City meetings.

Mayor LaMear said Astoria did not like to see John Englund and Andrew Bornstein leave downtown Astoria and go to the Port. Astoria wants to make sure they are being treated well. She asked if Mr. Bornstein would be able develop the fish factory he has discussed where people could watch the canning process.

Jim Knight, Executive Director, Port of Astoria, said it was a bit premature for a public announcement; however, during his first week as Executive Director, he met with the Borensteins to discuss the possibility of resurrecting the fish factory. Since then, they have met three or four more times to discuss it and he promised Mr. Borenstein he would continue to create opportunities. He believed the fish factory is close to being developed. However, in addition to the fish factory, the entire area from the Red Building westward to the Bornstein building needs to be addressed, which incorporates the Riverwalk Inn. The inn's change of ownership the Port announced this week was a real impetus for the Port and the City to take a hard look at the plan to resurrect the fish factory. He believed the fish factory was definitely a possibility.

Mr. Fulton noted when Mr. Knight was hired, the Port had some immediate needs to address which he described. One was to improve the Port's relationships with the State and local governments, while respecting former agreements that tenants had with the Port. Mr. Knight immediately began holding tenant meetings. Recently Kurt Englund, retired Coast Guard Commander Doug Kaup and Steve Fick volunteered to work with Mr. Knight to develop a better parking plan for the Port and have offered to help Mr. Knight with other projects. There is good dialogue and the Port's relationship with the Englund's is one of respect. Many members of the Astoria community chastised the Port when it was discussing how to address the water outflow issue when copper was found in the runoff from the boatyard, and the community turned that decision around. There was a lot of activity from Astoria's citizens.

Robert Mushen, Assistant Secretary Treasurer, Port of Astoria Commission, believed there was a lot of misunderstanding about the Enterprise Zone. He understood some Councilors believed they had a conflict of interest with this issue. However, the procedure was initiated by the County, not the Port. The Port had no interest in starting the project, but wanted to support the County's interests. He asked City Council to reconsider the Enterprise Zone in the future because he believed it would be valuable for the County, City of Astoria, and the Port.

James Campbell, Treasurer, Port of Astoria Commission, believed it was necessary for the City and the Port to have a good relationship and work together because the Port is one of the biggest landowners within the city limits. The Port rebuilt the breakwater at the East End Mooring Basin, which cost about \$30 million. The roadway, which is the City's 36th Street, is condemned. He believed the City may have vacated this roadway, but the Port needed help from the City to reconstruct the roadway and plan the use of the mooring basin. If the right viaduct were built in the mooring basin, it would accommodate a beautiful cruise ship landing. He believed the Port and the City could develop a fine facility in the East End Mooring Basin. He noted having Life Flight in Astoria also provided opportunities for more activity at the airport. He reiterated that the City and the Port need to work closely together so the Port can power up its economic engine and the City could benefit from that, too.

Mr. Knight added the East End Mooring Basin provides access to the river. Accessing the river is problematic for Astoria's citizens as the only other places to access the river are at the Yacht Club or the east end markets. He wanted the dog park next to the water so his dog would also have access to the water. Mayor LaMear asked if the Port had property available for a dog park. Mr. Knight responded a partnership was possible, but there was a deed issue was still being negotiated on the old Oregon State Seafood Plant property, which may become available.

Mr. Raichl said the Clean Air Act would impact the entire maritime industry. In order to comply with the Clean Air Act, vessels in California and Puget Sound will transfer to liquefied natural gas (LNG) fueling and the Washington State Ferry System is on a 12-year plan to convert to LNG. Usually, what happens in California occurs a few years later in Oregon. The Clean Air Act requires vessels approaching the coast from a certain distance out to transfer to LNG power to keep the air pollutant levels down. In order for the Port to compete, the Port will need LNG fueling stations. He did not know if fueling would take place from barges or dockside, or whether the fueling would be done by private entities. He understood this issue was controversial, but the issue is not about an LNG plant in Astoria. He was unsure what kinds of facilities would be needed for LNG fueling, but he understood the facilities would be nothing like what created such controversy a few years ago. LNG is simply a new type of fuel that all marine vessels will eventually transfer to and the Port will have to face this issue in the future.

Mr. Campbell listed several shipping, transportation, and ferry providers that have begun converting their ships to LNG power. He also noted that one company has begun developing portable fueling stations on barges. He anticipated an LNG cruise ship would arrive in Astoria by next year because Norway and Turkey are already building ships with LNG power. San Francisco is worried they will lose all of their steam ship business if they are unable to comply by the 2016 deadline. Fueling the barges is the biggest issue with this right now. He explained that the barges have all of the LNG equipment on board. They pull up next to a ship to recharge it with LNG, which is no different than the bunkering that already occurs with diesel. However, the Commission was a long way from understanding how the refueling process occurs. The Port receives information through technical publications and as they learn more about the process, they will share what they learn with the City.

Mr. Mushen said he was glad the Council softened their stance on bridge views in the Civic Greenway Area of the Riverfront Vision Plan because it greatly impacts the Port's ability to develop its property. The Port would like to discuss its position with City Council to see if a compromise can be agreed upon.

Mayor LaMear asked what kind of development plans the Port had.

Mr. Mushen said the Commission recently voted to change the operator of the Riverwalk Inn. Currently, there are no plans to rebuild the inn, but that could happen in the future. He believed a developer would want to rebuild the inn as high as the zoning permits. Much of the Port's property is along the shoreline where very strict limits on building heights would hamper development. While the Port does not have much development planned, it wants to protect its rights consistent with not blocking views.

Mr. Hunsinger added a new dock has been built on Pier 2, which has been completely paid off. The Port is also considering purchasing Tongue Point because the Columbia River is the only one of eight major rivers in the world without a seaport at its mouth. It is possible that the river will have a major seaport in the future. If the Port purchases Tongue Point, the rail system could be integrated into future projects. The Port secured \$79,000 in luxury tax for the City by saving the hotel. It would have cost the Port \$2.6 million to tear down the hotel and build a new one, but the Port turned a \$70,000 deficit into a \$300,000 gain. There is a lot of nostalgia in the hotel, which is still in pretty good shape, and many ideas for redeveloping the hotel have been discussed. The Port of Astoria is an economic engine, tripling the jobs on public property in eight years. The jobs are quality jobs, not

temporary positions. The Commission has discussed at length the need for good quality jobs in the area that allow families to be self-sufficient. Two-thirds of Clatsop County's small businesses are at risk under the Governor's plan. He urged everyone to attend an Oregon Fish Commission meeting on September 1, 2015. The Commission wants to protect the families that live in the area, so the Port is trying to create more jobs. The newspaper does not always print the right things, but the State's report on economic impact showed that the Port was doing well.

Councilor Warr understood the Columbia River is the number one port or area on the West Coast for fish landings. There are more commercial fish landings on this river than in Los Angeles, San Francisco, Newport, or anywhere else along the West Coast. He asked where most of those fish were processed.

Mr. Hunsinger said the largest processor is now a tenant of the Port of Astoria, confirming that most of the commercial fish is processed on Port property. Half a million pounds of fish is processed each day, seven days a week during the season, and the processor employs 350 people who work around the clock. Fish processing was why public cold storage is needed at the Port. Numerous entities have offered the Port a million dollars to get into a \$13 million cold storage facility to eliminate trucking their fish from various cold storage locations to the refrigerator container barges, which is now the cheapest shipping method. Currently, there was not enough room at the various cold storage places, and then, they also have to sort and put their product in a container to ship it. The entire process could be done at the Port, which would enable the processors to process even more fish.

Mayor LaMear understood the Port had an offer to build a cold storage. Mr. Knight explained this offer was to build the facility on the pier that was recently rebuilt. The Port wanted to reserve its right to allow ships to tie up at the pier instead of filling it with buildings. The Port Commissioners confirmed the ideal location for cold storage would be at the airport or Tongue Point.

Mr. Raichl noted the Commission had a joint meeting with the Airport Advisory Committee, where he heard some exciting news about the airport. A pilot at the meeting said the airport was one of the best small regional airports in the area and was very underutilized. The Port would like to market the airport and consider the possibility of having a pilot school.

Mr. Hunsinger said each processor markets their fish to different markets around the world. To protect marketing information, the processors want secure cold storage facilities. At one time, the Port met with two cold storage companies that were willing to build facilities if the Port could pay for half of the costs. However, the Port decided to use their funds for other things. Tuna boats are sitting at the dock for ten days running their refrigeration while waiting to get their fish delivered. If the Port had cold storage, the tuna boats could just deliver their fish to the storage facility. Fish is trucked June through September, when families are visiting and the traffic is congested. All of the processors need the refrigerated trucks at the same time. There are many great ideas that should be pursued and the Port needs be marketed better.

Councilor Warr said the Port's mission is economic development. In order for the local economy to be successful, the Port needs to be successful and Astoria should be a part of this. He believed this meeting provided a wonderful opportunity for the City to better understand that the City and the Port need to work together.

Councilor Price said some of the ideas the Commission has presented are fabulous, adding ports can be successful in a variety of ways. However, many citizens in the county are spending a great deal of time and money to keep LNG out of the area because they believe it is inappropriate for Astoria. The resources going in to defeat LNG could be used to build the community, which is heartbreaking. She believed this issue was a wall between the Port and the community that will not go away. The best thing for the Port to do is to be as community oriented as possible. Many of her constituents believe the Port does not listen to their concerns. This is why the boatyard and the parking at the end of Rivertrail became so important to people. She thanked the Port for their work.

Councilor Herzig understood the Port's concerns were economic, but the Council's concerns are for the well-being of the citizens of Astoria and sometimes, those concerns may come in conflict. The economy is evolving to include more tourism, but quality of life is critical. Astoria does not own the river, nor is it a steward of the river; Astoria is a beneficiary of the river. Decisions are made about the proper use of City property, which may come in conflict with the Port. He asked that the Port refrain from threatening the City with lawsuits in the future. A

good partnership does not begin with threats. He asked that the Port discuss issues with the City before reaching out with legal representation.

Mr. Raichl said that was in the past and the current Commission would not threaten the City with a lawsuit.

Mayor LaMear asked for an update on the Port's compliance with pollution guidelines.

Mr. Fulton explained that in July of 2014, the Department of Environmental Quality (DEQ) changed the stormwater standards, decreasing the amount of metals that could be released into the outflows. In order to meet the requirements, the Port must test its outflows four times a year at various locations. They discovered two outflows that contained more metals than allowed. The Port has hired a consultant to design a stormwater system that will be built at Pier 3 to treat the water so it meets the new standards. The Port has discussed this issue with Staff. This will be a very difficult task for the Port and in order to keep the boatyard operating, it may have to partner with the City to provide an alternative to putting the water, pre-treated by the Port, directly into the river by allowing the water to be distributed into the City's sewer system. He understood the City is spending a lot of money on its sewer upgrades, but noted the Port must do upgrades for the same reason as the City. Therefore, the Port is currently considering all options.

Mr. Raichl said the Port believes the levels of copper were arbitrary because they were settled by a lawsuit instead of science. He has calculated that pouring tap water into the Columbia River would be in violation of the new DEQ standards. However, the Port must comply with the law. He confirmed that the Port must distribute water with 20 times less mercury than the level of mercury that exists in natural water. The Port is not trying to pollute the river, but they are trying to operate an industrial operation and comply with the law.

Mayor LaMear asked what the Port had planned for the boatyard.

Mr. Raichl said in response to public outcry, the Port formed a citizens committee to study the boatyard and find out what the community wants. The Commission is looking forward to hearing their recommendations. Volunteers representing stakeholders, fisheries, and yacht owners signed up for the committee.

Mayor LaMear invited public comments, asking speakers to keep their comments to five minutes.

Lorrie Durheim, 398 Atlantic, Astoria, said that for many years in Los Angeles and Santa Monica, busses have run on LNG. She called to ask questions about the LNG and learned that trucks fill the busses with LNG because there are no terminals. She believed LNG fueling would be okay in Astoria. She was also glad the City and the Port Commission had this meeting together because it important for them to work together. Open public conversations like this meeting will help.

Mr. Fulton said the *Marine Digest* is a great source of information about what the maritime industry is doing. The magazine is available online for free.

Shel Cantor, 1189 Jerome, Astoria, said he attended an informational meeting about the Enterprise Zone, where a representative from the State acknowledged that an Enterprise Zone would not allow a municipality to do things it could not already do. He asked Mr. Mushen to explain why he believed the City should change its position on the Enterprise Zone.

Mr. Mushen believed the success of Enterprise Zones varies greatly across the country. Some have been very successful while others have failed, so he understood it was a controversial topic. However, he did not see much of a downside. While the Enterprise Zone would not allow a municipality to do more than it already can, he would like to try it out. The only downside would be that the taxing entity would not receive taxes. However, the taxing entity would receive a greater tax base when development improved. He did not believe a failed Enterprise Zone would be the end of the world, so Enterprise Zones should be attempted in areas where economic development is needed. He was not trying to tell City Council how to vote, but was simply asking them to reconsider.

Mr. Knight believed an Enterprise Zone would give certainty to a potential developer. An Enterprise Zone brings together a variety of taxing districts that must agree to forgo their taxes for three years with the proviso that the new project would increase the tax base. This arrangement is made before the project is proposed. Without an Enterprise Zone, a project would have to appeal to each taxing district individually and negotiate to forgo their taxes.

Mr. Cantor noted the taxing districts would not be allowed to deny any project that qualifies for participation in the Enterprise Zone.

Mr. Knight said the zoning could be changed prior to the project to prevent an unwanted project from being developed.

Mr. Cantor disagreed. He asked Mr. Knight to keep in mind this was one downside of an Enterprise Zone.

Councilor Price asked when Business Oregon was going to make a decision on the application for the Enterprise Zone. Mr. Knight said a decision would be made in the next couple of days.

Chris Farrar, 3023 Harrison Avenue, Astoria, said he was happy this meeting took place. He was very concerned about environmental issues, but he did not believe most of the Port Commission was concerned.

Mr. Knight replied that is not true.

Mr. Farrar thanked the Port for cleaning up the metals that had been distributed on the ground. He understood the Port was correcting what had been done in the past, but believed this was only because they had been compelled to do so. He wanted the Commission to realize the importance of engaging in the clean up without a lot of whining. None of the current Commissioners made the mess, but it is now their responsibility to work with people who are concerned. The problems have been identified and the Commission appears to be working on them. However, the absurd claim about pouring tap water into the river was a bad mathematical calculation. He encouraged the Commission to work with the people to clean up the mess.

Mr. Fulton added that the Port is dealing with the contamination from the oil spill in a very positive way.

Mayor LaMear thanked the Commissioners for attending, noting that City Council appreciated the opportunity to meet with them.

Mr. Hunsinger said he did not know what happened, so he did not understand why Councilors Herzig and Price did not trust the Port Commission, as reported in the newspaper. However, the Port is really trying to accomplish the same things as the City. The Commissioners are elected officials that are constantly trying to do the right thing. He also appreciated this joint meeting and was glad it turned out so well.

Mr. Fulton thanked Councilor Nemlowill for attending the Port Commission meeting and inviting the Commission to meet with City Council.

Mayor LaMear asked for more information about the meeting on September 1st.

Mr. Hunsinger said the Oregon Fish Commission would be meet on September 1st in Seaside to discuss commercial gillnet fisheries. The Port needs all elected officials to attend and speak at the meeting because the current plan will have a huge and terrible impact on the county, resulting in the loss of many jobs. He explained that 95 percent of the people in Oregon do not buy sport-fishing licenses and the 5 percent that do purchase licenses support the plan. Fishing may be the oldest industry in Oregon and four counties, two in Oregon and two in Washington, will be devastated by the plan. He would provide an update at a future City Council meeting.

Floyd Holcom announced that as a cargo ship passed, the orca in the East End Mooring Basin was flooded. The man operating the orca got out safely, but the orca is sinking.

NEW BUSINESS & MISCELLANEOUS

REPORTS OF COUNCILORS

ADJOURNMENT

There being no further business, the meeting was adjourned at 8:20 pm.

ATTEST:

APPROVED:

Finance Director

City Manager

DRAFT

Astoria Library Board Meeting
Astoria Public Library
May 26, 2015
5:30 pm.

Present: Library Board chair Kate Summers, and members David Oser, Susan Stein, Kimberley Chaput, and Chris Womack. Staff Library Director Jane Tucker and Ami Kreider.

Excused: None

Absent: None

Call to Order: Chair Kate Summers called the meeting to order at 5:30 pm.

New Board member Susan Stein introduced herself, noting her professional background.

Approval of Agenda: The agenda was approved without changes.

Approval of Minutes: The minutes of April 28, 2015 were approved as presented.

Renovation Update:

Item 4(a): Foundation Update

Kate Summers met with Patsy Oser, who gave her information necessary to start a Facebook page for the Foundation. The page is almost ready to be published.

Director Tucker said she did some research on domain names for a website. She listed some of the domain names and current pricing available. The Board briefly discussed the details involved with setting up a website.

Item 4(b): Revitalization Committee Update

Director Tucker said the last committee meeting was cancelled so that members could attend the meet and greet for the Community Development Director candidates. She gave a brief update on the meet and greet.

Item 4(c): Staff Reports

Director Tucker said she was a member of one of the interview panels that interviewed the Community Development Director candidates. Four candidates were interviewed, after which the interview panels submitted feedback to City Manager Estes. The position has been offered to one of the candidates and negotiations are ongoing.

Director Tucker reported that City Council has adopted a goal to explore a first-floor library as part of a public/private partnership on Heritage Square.

Board Reports:

Kate Summers reported she continues speaking with people at Clatsop Community College about the public library projects. The CCC Library director is moving to Tacoma, WA.

Library Director's Report:

Director Tucker reported on the Budget Committee meetings. The budget was tentatively approved as presented and will be adopted by City Council on June 1st. Most of the budget questions asked were about the library building project. Committee Member Shel Cantor questioned the rate of loss in the library and the lack of a security system. Staff had a difficult time calculating the rate of loss and

comparing it to retail losses. However, after some research, Staff had initial figures indicating the rate of loss is 5% over 10 years, averaging a half percent per year. Young Adults and Non Fiction are the largest areas of loss, likely because these are the two areas Staff is unable to see from the desk. She explained that loss was any item that could not be accounted for, whether unreturned or misshelved. The Board and Staff briefly discussed security systems and loss rates.

Staff and Board members described the library's late fee amnesty programs to Ms. Stein, which offer reduced or forgiven late fees. The programs encourage reading or a donation of canned goods.

Update on ALFA Activities:

Director Tucker reported that ALFA will meet quarterly and their next meeting is in June.

New Business:

Item8(a): Summer Reading 2015 Report

Director Tucker said information about the summer programs has been distributed to all of the schools in the area. Participating libraries will have a kick-off event and some programs will be held at area schools. Summer reading allows students to enter their new grade with more knowledge and ready to learn. She gave details of the summer reading program and reviewed past summer programs held at free lunch locations.

Item 8(b): Adult Services Report

Ami Kreider reviewed adult programming over the last year and gave an overview of the programming for the next year. She described each program, noting which ones were most successful and which ones would be continued next year.

Staff noted ALFA provides half of the funds needed for adult programs through its fundraising efforts. The 2015/2016 Library budget contains approximately \$2,500 for Adult/Family/Teen programs.

The Board and Staff briefly discussed programming for children, teens, and families, and the possibility of coordinating the transportation of school children from school to the library for after school programming.

Old Business: There was none.

Public Comments: There were none.

Items for Next Meeting's Agenda: There were none.

Adjournment: There being no further business, the meeting was adjourned at 6:20 pm.

Respectfully submitted,

Jane Tucker, Director, Astoria Public Library

Parks Advisory Board Meeting Minutes

April 22, 2015

Chairperson Norma Hernandez called meeting to Order at 6:45 am.

Present- Norma Hernandez, Jessica Schleif, Andrew Fick, Tammy Loughran, Eric Halverson, Peter O'Farrell, Grace Laman, and Howard Rub

Absent- Jim Holen and Joe Miltengerger

Guests- Drew Herzig

Staff- Angela Cosby, Erin Reilly, Matt Baum, Jonah Dart-McLean

Approval of Minutes

1. Andrew Fick noted the following corrections to the March minutes:
 - a. Under What do you hear –**Andrew Fick** heard from an Alderbrook resident..." Under New Business Item 12 – "~~Eric Halverson~~ **Andrew Fick** announced..."

Public comments

1. There were no public comments.

President Hernandez

- A. What do you hear- Andrew Fick said he heard the event at The Column was an improvement over last year. He was unable to attend, but appreciated the City's partnership and support for Sexual Assault Awareness Month. Tammy Loughran said 60 to 65 people attended the Earth Day event at Gray School Community Garden and everyone seemed excited about the garden. Refreshments were available, but the event remained trash-free; the trash can was empty at the end of the day. President Hernandez attended the CHIP-in event at Tapiola Park, which had fewer attendees than last year. She estimated about 40 volunteers attended, but noted it was hard to track how many people were present because there were many families playing at the park. Director Cosby said 63 people had signed up to volunteer. However, volunteers were coming and going.

Employee Recognition

1. Recreation Coordinator Erin Reilly recognized Katie Junes as the April employee of the month for doing such a great job working in the Daisy Room of Port of Play. The Daisy Room is the most challenging because the children are potty training. After working for the City for only four months, Ms. Junes has implemented great ideas to engage the children and increase their learning.
2. Terra Patterson and Norma Hernandez recognized Angela Cosby. Today is the two-year anniversary of Ms. Cosby's employment with the City. Ms. Cosby works tirelessly and is a great leader.

Old Business

- A. Tammy Loughran gave an update on the Parks Foundation. The OK run fundraiser will be on June 14th in the afternoon. A location is yet to be determined and event planning continues. The Foundation's goal is to raise \$3,000 this year. Other fundraising and awareness events being discussed include Parks in the Dark, Capture the Flag, movies, and other events. President Hernandez encouraged everyone to promote the OK run, noting that the event raises scholarship money for children who cannot afford to participate in programs.
- B. The Parks Lawn and Plant Management Task Force update was given during New Business Item B. The Board proceeded to New Business Item A at this time.

New Business

- A. Director Cosby announced the maintenance division now had a full staff. She welcomed the new Grounds Coordinator Matt Baum. Mr. Baum introduced himself to the Board.
- B. Jonah Dart-McLean gave an update on the Parks Lawn and Plant Management Task Force meetings, which was included in the agenda packet. Draft recommendations were presented to the Board for consideration. Director Cosby said based on feedback from the Board, Staff would prepare a summary for the Board to consider at their next meeting. Upon Board approval of the summary, recommendations would be forwarded to City Council.
- C. Director Cosby gave an update on the Column restoration work, which was presented to City Council by the Friends of the Astoria Column at the April 20th City Council meeting. The work will be done through the summer, causing the Column to be closed during the month of June. Site improvements will include new LED lights and paver repairs. So far, the Friends have received commitments of \$500,000 in donations for this \$1 million project. She offered to email relevant documents, which included biographies of the artists and other people on the restoration team, to anyone who wanted more information. Drew Herzig added that Friends Board members have indicated they found Ms. Cosby easy to work with.
- D. Director Cosby gave the maintenance project report, noting spring came early and Staff has done a great job keeping up with the work.
- E. Director Cosby gave a report on the CHIP-in program. The next event is May 17 at Oceanview Cemetery from 1:00 pm to 4:00 pm. This will be the first large scale event at the cemetery.
- F. Director Cosby gave the Special Projects report. Registration for Run on the River has already doubled over last year and registration will be open for another month. The food vendor might not be able to accommodate such a large number of people, so Staff is considering a crab boil. Volunteer recruitment for the event has already begun.
- G. Director Cosby gave an update on Lil Sprouts and Port of Play, noting the Easter event was a success.
- H. Director Cosby reported on the recreation center, programs, fitness, and athletics. 5,000 eggs were used at the Annual Easter Egg Hunt and use of hard-boiled eggs instead of plastic eggs went well. This will be the second year of the volleyball program for 3rd through 6th graders. Adult fitness is beginning to slow down, since people are exercising outside now that it is spring. Therefore, the schedule will be modified to accommodate lower attendance. Staff thanked the school district for allowing Staff to cook the eggs for the Easter egg hunt in the middle school kitchen.
- I. Director Cosby gave the Aquatic Center report, noting that some of the pumps are beginning to wear out and will need to be replaced. The facility is 14 years old, but these mechanical issues will only affect the pool for 12 hours at a time. A new main pump will be delivered this week and it should only take a few hours to replace. Staff has a backup plan if the pump fails before the new pump arrives. Staff worked with the hospital and physical trainers in the area to get recommendations on replacing some of the exercise equipment. All of the equipment has been ordered and the old equipment will be sold.

Upcoming Events

- 1. Director Cosby updated the board on upcoming events.

Non-Agenda/Miscellaneous Business

- 1. President Hernandez said she recently spoke to Mayor LaMear, who did not want the Parks Board and Staff to be discouraged about the dog park. The dog park project has been postponed, not cancelled. The mayor recognized that a lot of work had gone into the project. However, it will not be financially possible for the City to move forward this year. Mayor LaMear did not want anyone to feel his or her input was not needed, not wanted, or was ignored. The

Board discussed the public's perception of the decision to postpone the dog park and the way the decision was communicated to the community. President Hernandez said Mayor LaMear understood how the community, the Board, and Staff feels about the decision, but her hands were tied. Ms. Schleif believed it would be beneficial to have a Council member on the Parks Board to facilitate better communication between City Council and the Parks Board. However, she understood that in the past, Council believed the Parks Board was influenced too heavily by the Councilors who also served on the Parks Board. President Hernandez said she told the Mayor this has caused a disconnect between Council and the Board and they will continue to discuss the issue. She hoped to have an update for the Board at the next meeting. Peter O'Ferrell said he believed the process was very deliberate and transparent, which led to an appropriate decision. The Board continued to discuss public perception and why the community believed there was a lack of communication from the City to the public about the decision to postpone the project. Board members agreed that the Parks Board, Friends of the Dog Park and other invested parties should have been notified of the decision before it was announced publicly. The Board and Staff also discussed how City Council Goals and the budget process affected the decision.

2. Director Cosby said the sea lion barricade has been working well and Staff will make it a permanent structure. There were groups of people gathering along the trestles to watch the sea lions, creating a dangerous situation. However, sea lions will not attack as long as they have an escape route. She encouraged the Board to spread the word that people should avoid the sea lions.
3. The Board discussed the issue of people from driving cars along the Riverwalk. Drivers have been accessing the Riverwalk by driving across the bright yellow bollards. They discussed possible causes and solutions, which could affect nearby businesses and the trolley.
4. Drew Herzig announced the Sexual Assault Awareness Walk along the Riverwalk on April 30th would begin at the 6th Street Pier. Participants should meet at the county building at about 4:00 pm. More details would be announced next week.

Next meeting will be held Wednesday, May 27, 2015 at 6:45am at the Astoria Recreation Center.

Parks Advisory Board Meeting Minutes May 27, 2015

Chairperson Norma Hernandez called meeting to Order at 6:45am.

Present- Norma Hernandez, Jessica Schleif, Andrew Fick, Tammy Loughran, Eric Halverson, Joe Miltenberger, Drew Herzig, Jim Holen, Grace Laman, and Howard Rub

Absent- Peter O'Farrell

Guests- George Haag and Stephen Blaksley

Staff- Angela Cosby, Erin Reilly, Terra Patterson and Jonah Dart-McLean

Approval of Minutes

- A. March minutes were unanimously approved as submitted.
 - B. Ms. Hernandez noted the following corrections to the April minutes:
 - 1. Item 4-What do you hear: Jessica Schleif gave the report on the community gardens, not Tammy Loughran.
 - 2. Item 5-Employee Recognition: Katie Junes was the April, not March, employee of the month.
- April minutes were unanimously approved as corrected.

Welcome New Board Member Drew Herzig

Ms. Hernandez introduced Mr. Herzig, noting that his membership on the Parks Board connected the Board with City Council.

Public comments

- 1. George Hague, 1 3rd Street, Astoria, said the public hearing on the Bridge Vista Area of the Riverfront Vision Plan had been scheduled for Monday, June 1, 2015 at 7:00 pm at the City Council meeting. He displayed a map of the Bridge Vista Area and noted the Astoria Planning Commission (APC) had already approved the plan. Buildings up to 35 feet tall would be allowed along the Riverwalk and taller buildings would be allowed on the south side of the Riverwalk. This would form a tunnel of buildings, blocking the trolley and views of the river. The existing zoning is worse, but approving the new regulations would still leave a lot to be desired. He encouraged the Board to read the information he provided and reminded that Astorians still have the opportunity to give input. He encouraged feedback to be emailed to the addresses he provided. The plan would make it difficult to enjoy the expanse of the river if development occurred. Some people believe development would be too expensive, so this would not be an issue. However, he believed that at some point, technology would advance to make this development affordable. Maybe not in his lifetime, but eventually the area would be built up with 35-foot buildings that block the views. A 40-foot gap would be allowed in between the buildings, but views of the bridge and river would still be blocked. The red area of the map would retain its historic character by allowing development no higher than the riverbank. However, views of the bridge and river would still be blocked. He asked the Board to read the plan and share it with others.

President Hernandez

- A. What do you hear- Ms. Hernandez heard comments that the movie in the park on Saturday night, a foundation fundraiser was a lot of fun. She also heard from a former employee that Erin Reilly had been a great boss. It was great to hear how Ms. Reilly inspires young people. She reminded that all of the fundraisers were hosted by the Astoria Parks and Recreation Foundation, not the Astoria Parks and Recreation Department. After the movie night was published in the paper, she received many phone calls from people asking questions about the fundraiser. It is important that people understand the Foundation is hosting the fundraisers. Ms. Schleif said she also heard from people who were upset that the event was for adults only because the parks are supposed to be for family events. The Board discussed how to respond to questions about the fundraisers. Mr. Herzig heard the Port had closed the road near the section of the Riverwalk at the roundabout. Ms. Schleif believed the road had reopened.

Employee Recognition

- A. Director Cosby recognized Ms. Reilly as the May employee of the month, noting her 5 years of service to the City and describing her accomplishments, including she had single-handedly started the Lil Sprouts Program.

Old Business

- A. Tammy Loughran gave an update on the Parks Foundation. The movie night on Saturday raised over \$750 in ticket and beer sales and donations. The next event will be the OK Run on June 14th.
- B. Director Cosby gave an update on the Astoria Column restoration, noting that work began on May 26th. The Column will be closed for the entire month of June.

New Business

- A. Director Cosby gave a review of the Herbicide Use Policy and Practices and recommended the Parks Board recommend that City Council adopt the policy. Ms. Schleif noted that the school district would no longer be using chemicals to kill weeds. The Astoria Parks Board unanimously voted to recommend adoption of the Herbicide Use Policy and Practices by the Astoria City Council.
- B. Director Cosby gave a review of the Department Scholarship Policy and Practices and recommended the Parks Board recommend that City Council adopt the policy. Ms. Schleif suggested asking for donations on park permit applications. Ms. Loughran suggested making the scholarship applications readily available to those who may not seek them out. Director Cosby said she hoped the policy would be adopted by City Council before the next fiscal year began, however it could be adopted any time. The Board and Staff discussed the availability of scholarship funds and the possibility of an increase in scholarship applications after the policy is adopted. Ms. Loughran was very concerned that the Foundation would not be able to raise enough funds. They also discussed revising the policy to offer scholarships just for specific programs instead of all of the programs. Other forms of financial assistance are available for child care and the scholarships should be used for activities that encourage health and fitness in the community. Director Cosby described the City's document retention and public records request policies that would pertain to the scholarship policy and answered the Board's questions about the details of the policy. The Board and Staff discussed fundraising by the Foundation, the need for a formal policy, and the best way to notify the community about the new policy. Mr. Miltengerger suggested a different fee structure for the aquatic center because senior citizens are paying the same amount as families. The Board discussed fundraising ideas and Director Cosby offered to request \$10,000 in start up money from City Council. The Board unanimously voted to recommend that City Council adopt the Scholarship Policy and

Practices with the following amendment: Scholarship funds may be used for all programs and services except child care and cemetery services.

- C. Stephen Blakesley, 6928 Ocean View Lane, Arch Cape, Clatsop County Public Health Department, gave a PowerPoint presentation on the Smoking Ban. His presentation included an overview of tobacco control and enforcement, agencies throughout the state that have implemented tobacco and smoke free policies, statistics on tobacco use, information about the tobacco industry, and how to make an informed decision about such a policy. He explained how he could help the Astoria Parks Department create a policy and budget, noting that the County could assist with signage expenses. The Board, Staff, and guests discussed implementation and enforcement of a tobacco policy. The Astoria Parks Board unanimously voted to develop a tobacco control policy to be recommended for City Council adoption.
- D. Director Cosby presented the Annual Department Budget Review, which the Board briefly discussed. Ms. Hernandez suggested discussing the budget in more detail at subsequent meetings.
- E. Director Cosby reported on Parks maintenance projects. The Board and Staff discussed a recent increase in graffiti around town and what is being done to mitigate the problem.
- F. Director Cosby gave a report on the CHIP-in event at Ocean View Cemetery.
- G. Director Cosby reported on special projects. Volunteers for Run on the River are being asked to sign up online and show up for the event at 8:00 am. So far, 370 people have signed up to volunteer. The run, which raises money for scholarships, begins at 9:00 am. Volunteers will receive a shirt and lunch.
- H. Director Cosby presented the Lil Sprouts/Port of Play report.
- I. Director Cosby gave the Recreation Center, Programs, Fitness, and Athletics report.
- J. Director Cosby reported on the Aquatic Center.

Upcoming Events

- 1. Director Cosby updated the Board on upcoming events. Ms. Schleif noted some of the dates listed in the agenda packet were incorrect.

Non-Agenda/Miscellaneous Business

- 1. Director Cosby updated the Board on the sea lion barrier and traffic issues near Buoy Beer. Staff plans to install dead end signs to prevent drivers from driving on the Riverwalk.


Next meeting will be held Wednesday, June 24, 2015 at 6:45am at the Astoria Recreation Center.



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

June 25, 2015

MEMORANDUM

TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: LIBRARY DEPARTMENT STATUS REPORT

The following are summaries of Library Department projects and activities from January to June, 2015.

FACILITIES OVERVIEW

REVITALIZATION/BUILDING PROJECT

Council adopted 2016/2017 goals on May 18, 2015.

Investigate locating the Astoria Public Library as a part of a mixed use residential development within Heritage Square, to facilitate redevelopment of this space.

This goal resulted from extensive discussion during Council goal setting on January 22, and again on two work sessions regarding the library held on February 17 and April 20.

The Renovation Committee for the Astoria Library held four regularly scheduled meetings between January and June. During these meetings, they met with Seaside Library Director Esther Moberg to explore the successes and cautions of the Seaside building project, created a vision statement to be finalized when a direction is chosen, renamed the committee to be the Astoria Public Library Revitalization Committee in response to the Council's discussion of the use of "renovation". Members of the APL Revitalization Committee attended the Meet and Greet for the Community Development Director candidates in lieu of the regularly scheduled May meeting.

LANDSCAPING

Jessica Schleif continues to lead a group of volunteers in keeping the library landscaping up to date. Many beautiful, and some rare, flowers bloomed this spring. The grasses that were cut back and thinned in the fall grew in quickly.

LIGHTING

Public Works employees began installing more efficient ballasts and lamps in June. The new ballasts are noticeably brighter and will pay for themselves within twelve to eighteen months.

ROOF

Plans for a new roof are included in the FY2016/2017 budget. Public Works and Library staff are exploring parameters with roofing professionals. Repairs made to the roof in September 2014 continued to hold up in the January to June months, with the exception of moisture in the light well and on the floor of the Director's office on February 2, 2015.

DOORS

The Tenth Street door broke on December 30, 2014. They were repaired on January 20, 2015. No other incidents occurred between January and June of 2015.

BASEMENT

Standing water was found in the boiler room of the basement on Saturday, February 7, 2015. Public Works staff repaired the fire suppression system, which was leaking. Because the water came close to the Library's IT installation, iFocus later raised various components to a safer height.

RESTROOMS

Paper facades for the bathroom stalls in the Ladies and Men's rooms have proven effective barriers to graffiti. They have been replaced with a Super Hero color theme for the summer. The use of paper covers has been in effect for over 2 years with only limited need for replacement and patrons have expressed their appreciation.

SIGNAGE

The upstairs string lights have been adjusted to delineate the Young Adult and Graphic Novel collections. The replacement of shelf end location signs is helping patrons locate the sections.

STAFF DEVELOPMENT and TRAINING

SAFETY IN THE LIBRARY

In January, APD Officer Chris McNeary delivered a presentation for all staff on personal safety within the library building.

- Addressed specific questions about personal safety in the workplace in relation to patrons exhibiting unpredictable, inappropriate, or threatening behavior.
- Toured the library with staff to discuss building layout and personal security
- Suggested safety improvements

Staff continues to maintain the casual incident log notebook for recording minor events and conducts regular walkthroughs of the building

OREGON LIBRARY ASSOCIATION ANNUAL CONFERENCE 2015

Staff attended presentations addressing a wide range of library operational topics.

- social media to market library services and engage patrons
- online privacy for patrons and library staff
- a team from the Tigard library discussed their experience with closing, rebuilding/renovating, and reopening a branch of their system
- changes in the Ready to Read Grant for the upcoming year
- role of public libraries in Early Literacy HUBS
- developing Teen Advisory boards

DEPARTMENTAL CROSS TRAINING

- Laura Meeker learned aspects of cataloging.
- Lindsay Johnson increased activity in Young Adult and Teen collection development.
- Meghann Lynch continued learning collection development of adult non-fiction collections.

PROGRAMS AND SERVICES OVERVIEW

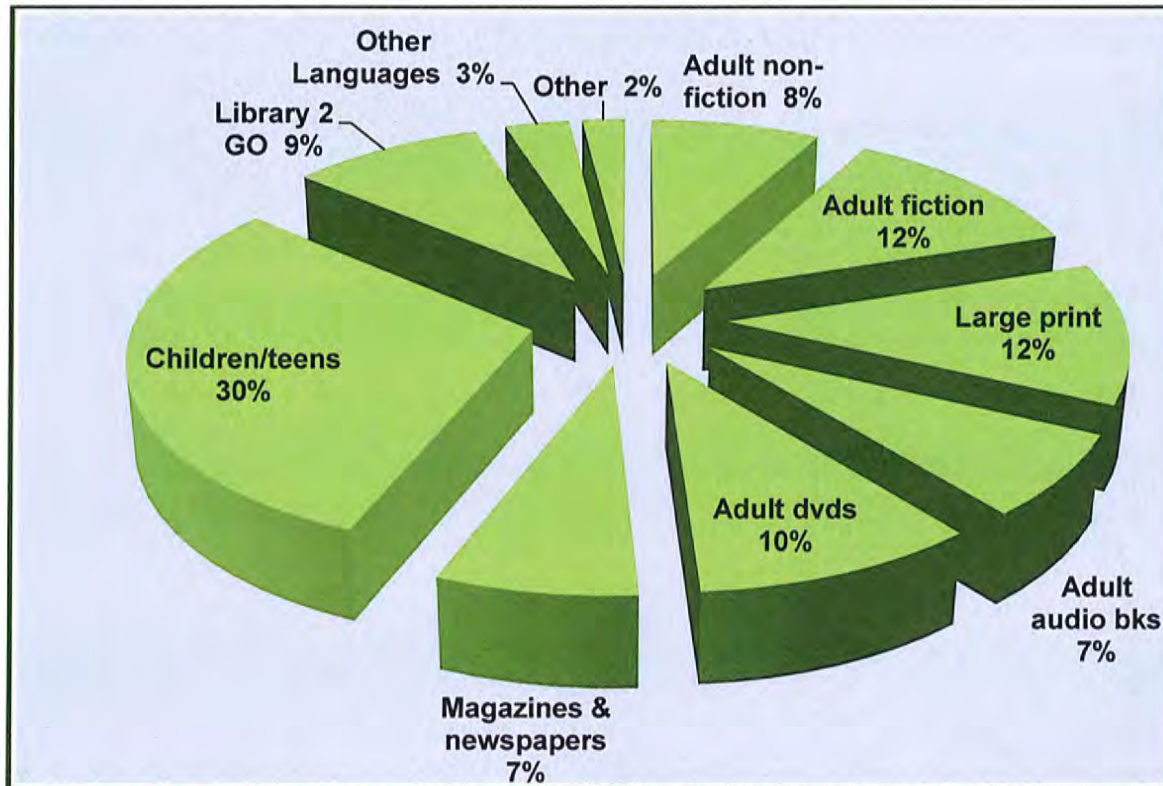
Staff regularly provide programs for adults, families, teens, and children, maintain multiple collections for reading and viewing, offer public computer access, and participate in outreach activities and community engagement within five areas: Create young readers, visit comfortable spaces, Satisfy curiosity through lifelong learning, Stimulate imagination through reading, viewing and listening for pleasure, and Connect to the online world.

COLLECTION DEVELOPMENT

Collection development in 37 separate collections ensures that library collections are balanced and up to date. For adults, Library staff develop 18 collections of books, magazines, DVDs, music CDs and more. 1,782 items were added to these collections in FY2014/2015. Circulation of adult materials totaled 57,262 items, an average of 4,772 per month. Collections such as Astoriana, reference and newspapers do not circulate and are available for use in the library.

For children, staff develop 19 collections of books, magazines, DVDs, music CDs and more. Just under 1,200 items were added to these collections this fiscal year. Circulation of children's materials averaged 3000 items each month.

The following graph shows the major collection areas at this time.



PROGRAMS

During FY2014-15, Astoria Public Library staff produced 239 programs serving 3353 participants. Staff offered a wide variety of programs for adults and families: book discussions, film showings, music performances, poetry readings, community conversations, and more. The most popular events took place during Library After Hours, a series of programs for adults after the library's regular hours of operation. Programs for children include Summer Reading, teen services, and early childhood literacy.

Adult and Family Programs

Recurring

Summer Reading

June-August 2014

From June-August 2014, library staff focuses on Summer Reading programs for all ages and events for children. Besides enjoying programs with their children, adults participate in Summer Reading by entering weekly drawings for books and other prizes.

Game Day

October-March 2014, 1st Saturdays 2-4:00 PM

Game Day took place on 1st Saturday afternoons throughout the fall and winter. During Game Day, the library provided board games, card games, and LEGOs for all ages.

71 attending

3rd Wednesdays Book Discussion

October 2014-May 2015, 3rd Wednesdays 5:30-7:00 PM

The book discussion group met monthly to discuss selected titles.

34 attending

Special Events**Library After Hours community conversation: "Grave Matters: Reflections on life and death across cultures and traditions"**

"Grave Matters" was a community discussion about cross-cultural ideas of life and death facilitated by OSU professor Courtney Campbell. The Astor Library Friends Association hosted this Oregon Humanities Conversation Project event in partnership with the Lower Columbia Diversity Project.

30 attending

Haunted Library

With the help of enthusiastic Tongue Point Job Corps volunteers, library staff transformed the library into a haunted house. The Haunted Library included spooky stacks, a theater of horrors, fortune-telling, and more.

93 attending

Library After Hours film showings: Noirvember Film Nights

During November, the library offered two after-hours movie nights featuring classic noir films.

18 attending

Library After Hours poetry event: Pyle & Sage

Author Robert Michael Pyle and poet Florence Sage shared selections from their newly-published collections of poetry.

41 attending

Library After Hours holiday concert: Consort of All Sorts

For the second year running, Astoria's early music ensemble, the Consort of All Sorts, performed instrumental and vocal holiday music for an appreciative capacity crowd.

85 attending

Workshop: Pencil Cans & Holiday Crafts

Participants of all ages created pencil cans, duct tape ornaments, and other holiday crafts from recycled materials.

30 attending

Library After Hours film showing: Nausicaa of the Valley of the Wind

In celebration of Sci-fi month, library patrons voted to view Nausicaa, one of Hayao Miyazaki's classic animated films, at a Library After Hours event.

6 attending

Library After Hours film showing: The Princess Bride

In celebration of Valentine's Day, the library showed The Princess Bride on the big(ish) screen.

22 attending

Library After Hours blues concert: Ted Brainard

Musician Ted Brainard performed music in Piedmont rags, country swing, and finger styles.
Ted Barnard concert with Adam Dean

45 attending

Library After Hours community conversation: "Lost and Found: Community in the age of the internet"

"Lost and Found" was a community discussion about community and technology facilitated by Lewis & Clark Graduate School professor Tod Sloan. The Astor Library Friends Association hosted this Oregon Humanities Conversation Project event.

27 attending

Chayag Andean Dance workshop and performance

This program included a dance workshop and presentation followed by Caminos del Ande (Andean Trails), a performance of Andean folk music and dance.

75 attending

Library After Hours gypsy jazz concert: Jazz Guitars 4 Peace

Portland gypsy jazz group, JG4P, performed upbeat swing, Latin, and jazz music influenced by the gypsy guitar master Django Reinhardt.

35 attending

Community conversation: "In Science we Trust? The role of science in a democracy"

"In Science we Trust?" was a community discussion about the role of science in a democracy facilitated by science communicator Gail Wells. The Astor Library Friends Association hosted this Oregon Humanities Conversation Project event.

10 attending

517 people attended 23 programs for adults and families

Outreach and Partnership Programs

Every Child Ready to Read Spanish Classes- (six successive weeks)

Attendance 8 parents with 11 children

MOM's Club Preschool Fair

Attendance 150

Early Childhood Health & Education Clinic

Attendance 100

2 Astor School Visits

Attendance 462

2 Lewis & Clark School Visits

Attendance 335

Kinder Ready Workshop (designed to help parents prepare children to enter kindergarten ready to learn) in partnership with the local Kinder Ready organization.

Attendance 18 (from both English and Spanish speaking families).

World Culture Diversity Day Celebration

Attendance 20

1104 people were served in 14 outreach and partnership programs

Teen Programs

Teen Summer Reading Hexaflexagon Crafts

6 attending

Teen Summer Reading Chalk Art

4 attending

Teen Summer Reading Oobleck/Slime Day 3 attending
Teen Summer Reading Zombie: Day in the life writing prompt 5 attending
Teen Summer Reading Chalk and LEGO Day 7 attending
Teen Summer Reading LEGO Game Day Pizza Party 6 attending
Spooky Crafts 6 attending
International Game Day 16 attending
Doctor Who Craft Party 7 attending
Teen Game Day 13 attending
Dragon Egg Craft 11 attending
Free Comic Book Day 18 attending
Teen Summer Reading Create Your Own Super Hero- 12 attending
Teen Summer Reading Super Duct Tape- 1 attending
115 attended 14 teen programs

<u>Childrens Programs</u>	
<u>Summer Reading (June to August)</u>	<u>Early Childhood Literacy</u>
Super Summer Reading Kick-Off Event 150 attending	Preschool Story Times 20 programs January to June 574 served
Reptile Man Special Event 250 attending	Toddler Time 19 programs January to June 239 served
Carnivorous Plants 150 attending	Baby Bounce 17 programs January to June 74 served
K-5 th grade Weekly Summer Reading Program- 3 programs June to August 180 attending	
6 summer reading programs 730 attending	56 early childhood literacy programs 887 attending

SUMMER READING

Summer Reading is family wide, serving grandparents and parents, with elements for infants through adults. For school age children, however, Summer Reading is the primary program to close the summer slide or summer achievement gap. Studies have shown that children who read during the summer retain more of what they learned in the year before and are more ready to succeed in their new grade.

The third annual countywide summer reading kick offs started at the Warrenton Community Library on June 6. Astoria Library kicked off with a Super Hero party on June 13, registering 75 for SR and distributing 97 superhero capes. Seaside Library held a pirate themed party, complete with a dunk

tank and many motivated pitchers. Good sports willing to get into the dunk tank included the Gearhart School Principal, Seaside's Assistant Fire Chief, and Seaside Library Assistant Director. The Knappa teachers union funds Summer Reading at the Hilda Lahti school and Jewell School District funds Summer Reading in Jewell. Prizes and incentives are provided countywide by contributions from area businesses, the libraries' friends groups, and community members.

LIBRARIES ROCC*

Libraries ROCC supports resource sharing among the Warrenton, Seaside and Astoria print collections and provides no fee library cards to all children in Clatsop County. Resource sharing resulted in 581 titles exchanged in FY2015/2016. In March and April, the cities of Warrenton, Astoria and Seaside signed an Intergovernmental Agreement to continue resources sharing once the grant concludes.

Five years of federal funding for Libraries ROCC, Rural Outreach in Clatsop County, concludes on June 30. As of July 1, 2015, Libraries ROCC transitions to local funding. A grant application to OCF to bridge the transition was not successful. However, through grant writing and direct solicitation of businesses and individuals, the Directors of the three libraries continue to raise funds for the Outreach Coordinator and the establishment of an endowment

(*Libraries ROCC is supported in whole or in part by the Institute of Museum and Library Services through the Library Services and Technology Act, administered by the Oregon State Library.

COMMUNITY ENGAGEMENT

COMMUNITY EVENT STAFF PARTICIPATION

- Kindergarten Roundup, April 23, Astor Elementary School
- Connect the Dots meeting, March 31, presentation on the effects of domestic violence on children
- Community Conversation on Poverty, June 17, sponsored by CCA
- Celebration of Service, June 27, organized by Kiwanis
- MOM's Club Preschool Fair with attendance of 150
- Early Childhood Health & Education Clinic with attendance of 100
- Classroom visits to John Jacob Astor School on two days. 462 children contacted.
- Classroom visits to Lewis & Clark School on two days. 335 children contacted.

COMMUNITY SERVICES PROVIDED

- 442 pounds of nonperishable goods donated to Community Action Regional Food Bank from the Have a Heart Food for Fines food drive organized by Meghann Lynch.
- Daily Astorian inaugural column, What They're Reading, featured Astoria staff. Many patrons responded positively to the article.
- To close the summer slide achievement gap for children and families, staff established a discount coupon program and Read Down Your Fines program to run from mid-June through the end of August
- 35 distance education tests proctored January through June. Annual total of 46 tests proctored.

DONATIONS

\$10,000 bequest from the S. C. von Reibold Trust, designated to "buy books duly selected by its Board or designated employees thereof." Mrs. Susanna Von Reibold was the creator of the Far East Trust Fund, which was later folded into the endowment fund with her consent.

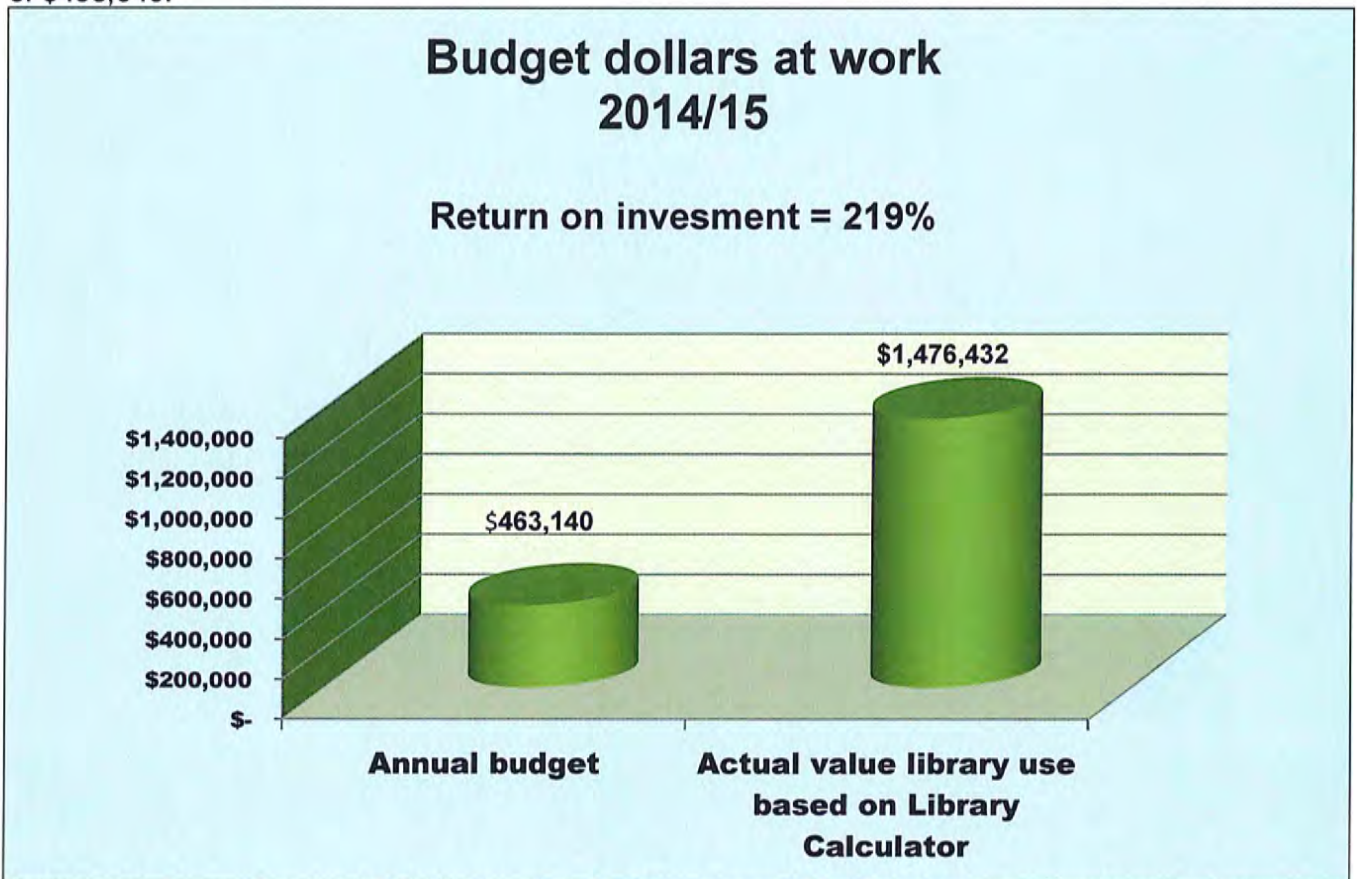
TECHNOLOGY

Library operations, provided through cloud service with TLC (The Library Corporation), continue to be highly effective. An upgrade of the wireless service is budgeted in 2016. Eight hardwired workstations currently provide public access computers.

<u>DATABASE USE</u>	
<u>Database</u>	<u>Uses</u>
Staff is exploring GrantSelect, an online database for grant seekers.	<u>n/a</u>
Research databases – Gale	201
Learn a languages - Mango	66
Download music – Freegal	514
Detailed maps – Sanborn maps	39
Practice for your driving test	n/a

RETURN ON INVESTMENT

The return on investment for library services in FY2014/2015 is 219% based on an annual budget of \$458,640.



*The Library Use Calculator measures total value of library use per visit. It was developed by Massachusetts Library Association and Maine State Library. The value of each service is periodically updated by staff keeping values in line with other Oregon libraries. Patrons may access the calculator through our website to see the value of their individual use.

WHAT IS YOUR LIBRARY WORTH TO YOU?

How much would you pay out-of-pocket for your library services?

2014/15 ACTUAL USE

Library Use	Library Services	Value of Service	Total per Service
10313	Books Borrowed	\$15.00	\$154,695
300	Newspapers Read (Daily A, Oregonian)	\$3.00	\$900
188	Magazines Borrowed	5	\$940
3122	Movies Borrowed	4	\$12,488
533	Audio Books Borrowed	15	\$7,995
924	Library2Go Downloads	15	\$13,860
6	Meeting Room Use per Hour	35	\$210
352	Participants in Adult/Young Adult and teen Programs	10	\$3,520
822	Participants in Children's Programs	6	\$4,932
2408	Hours of Computer Use (Public computers)	12	\$28,896
432	WIFI devices used	12	\$5,184
8290	Library Website	10	\$82,900
425	Use of Database Searching like Gale, Freegal, Mango	20	\$8,500
1500	Reference Questions Asked	7	\$10,500
300	Newspaper Archives (microfilm reader/Astoria newspapers)	10	\$3,000
	Total Value of Library Use that visit	\$179.00	\$1,476,432



Ted Brainard blues concert



Music after hours



Super Heros gather at the Summer Reading kick off party.



Toddler time



Teen crafts



Every Child Ready to Read classes were held at Emerald Heights.



Carniverous plants captured the attention of all ages.



Reptile Man and some helpers.



Reptile man holds everyone's attention!!!

Submitted by: 
Jane Tucker, Library Director




CITY OF ASTORIA

Founded 1811 • Incorporated 1856

June 19, 2015

MEMORANDUM

TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: PARKS AND RECREATION DEPARTMENT STATUS REPORT

The following are summaries of Parks and Recreation Department projects and activities between January and May 2015.

AQUATIC CENTER

Aquatic Center Season Overview

Between January 1, 2015 and June 30, 2015, the Lap Pool and Fitness center were open until 8pm. In December we surveyed patrons and found that many wanted the facility to have lap lanes open an hour later as well as the fitness center. Throughout the winter months, we have experienced additional pass holders using this hour to exercise. However, the attendance decreased throughout the spring as patrons began to exercise outside.

January and February were busy months with the Astoria High School swim team practicing and hosting meets. The season ended with the District Swim Meet in February. The North Coast Swim Club also held a Swim Meet in April with many competitors traveling to Astoria to participate.

Pam Pearce, Aquatic Center Manager, has held three lifeguard courses this winter and spring. The courses were taught on January 30 – February 1, March 23-25, and May 1–3. As a result, 13 lifeguards were certified and seven lifeguards were recertified. Out of the March guard class, Monica Feigert, was hired initially as a lifeguard and has recently been promoted to Assistant Aquatics Manager. She has had experience teaching swim lessons and has developed a swim instructor training that was enacted in May. She taught the Swim Instructor course to six people.

Last summer our swim lesson programs were sold out and have continued to be very successful with classes being full and patrons needing to be placed on waiting lists. We are trying to accommodate as many families as possible with swim lessons. Private swim lessons are also very popular.

In January, Pam Pearce, held a Water Safety Expo with Safe Kids North Coast, Medix, and the Clatsop County Sheriff's Department. This event focused on what to look for

while supervising children near water. In April, the Aquatic Center held the Water Safety Lessons for the Knappa School District 4th grade students. There were 42 children in attendance for this program.

In March the Clatsop County Health Department came to do our bi-annual inspection. There were a few items to correct but overall the center had an excellent report.

In April, Ellis and Associates awarded our center with the "2014 Silver International Aquatic Safety Award". This award was given to our center for "exceeding" criteria for aquatic safety certification in 2014. This is the second year in a row that our center has The Silver Sneakers program has shown limited success since its launch in November. We have only had a dozen members take advantage of the program and in a short span of time have had many technical problems with its tablet that we use to check in our patrons.

Fitness Center

The amount of patrons utilizing the fitness center has increased greatly. At the beginning of the year, the Daily Astorian's Coast Weekend conducted a Reader's Choice survey where the Astoria Aquatic Center was rated "Best Gym." In March, the fitness center was redesigned and the older, broken and inefficient equipment was replaced with new equipment. The following is a list of the new equipment that was purchased:

- Two Concept 2 rowers with consoles
- One Dynamic Titan Series Wall Mounted Rig
- Two TRX suspension trailers
- Two sets of rubber bumper weights
- An assortment of Kettlebell's
- One Paramount Lateral Pull Down Machine
- One Schwinn spin bicycle
- One Paramount Extreme Functional Trainer

The new equipment has been well received and many patrons are enjoying the fitness center. Along with the new equipment, the room was redesigned to make it more functional for Columbia Memorial Hospital to use for their patient rehabilitation.

Aquatic Center Maintenance

In April, the main circulating pump and impeller had to be replaced on the Leisure Pool. The pool was closed for several hours in order to complete this job.

Over the last few months we have had trouble maintaining the correct water temperature of the hot tub. We are working with P&L Johnson Mechanical to repair the heat exchange for this system.

Last year, we alerted City Council of the scope of work that needed to be accomplished in 2015 at the Aquatic Center during our annual closure that included: re-surfacing the Lap and Leisure Pools, replacing lighting with energy efficient LED lights, Installation of new shower systems, and performing updates to the HVAC system. In May and June, we solicited bids for the Capital Improvement project. This work will be completed during our annual maintenance closure, September 8-20, 2015.

Astoria Recreation Center

As City Council may recall, last summer the Astoria Recreation Center (ARC) moved from the Star of the Sea building to the former Yacht Club. Staff continued to develop the new building this winter and spring with the opening of a new playground at the ARC, a new outdoor fitness area, a gardening program with our after school students, and opening our new teen space funded by the Ford Family Foundation. The newly opened Teen Zone has been well used. We are averaging 5-7 teens per day using the space after school.

After School Program

Following the closure of Coryell's Crossing in Warrenton, the after school program continued to grow over the winter and spring at our "satellite" program site at the Warrenton Grade School. Between the Warrenton and Astoria locations, our daily attendance averaged 32+ students per day. We also saw attendance for our "no school" days increase. As the spring progressed, the after school program continued to see growth. Approximately ten new students enrolled in the program prior to spring break between the Astoria and Warrenton programs.

The new playground opening was a much needed addition to our program and the children and staff have gotten quite a bit of use out of the space.



As part of our "Agriculture in the Class" program, staff began gardening with the students in the spring. The children planted numerous vegetables. Most were planted indoors and were eventually moved into the planter boxes by the playground. The goal is to let the kids grow, care for, and eventually eat their own vegetables! Additionally, staff arranged to have a few farm animals brought to the center for students to see up close.

Adult Volleyball

The winter coed volleyball program began January 28th with 7 teams. The league played weekly games in January and February at Astoria Middle School. At this program's end, the department offered a weekly drop-in volleyball program in its place.

Adult Softball

The adult softball league began May 24th. We currently have 12 teams playing in the men's and women's leagues.

Youth Basketball

Girls' basketball season ran from the beginning of January through the first week of March for grades 1st- 6th. In total, 25 girls teams registered for our basketball program.

Youth Volleyball

The youth volleyball program began March 31st and ran through the beginning of May. This year, staff restructured the program at separate times for 3rd/ 4th grade players and 5th/ 6th grade players. This made the program more manageable for recreation staff to run efficiently with less staff and allowed players more instruction and coaching.

In total, 40 students registered for the program with participants from Astoria, Warrenton and Knappa.

Youth Softball

The youth softball program began the first of May. At the request of area coordinators, staff has restructured divisions by age/ grade in the youth softball program. These changes were requested due to increased numbers of girls playing in local tournament leagues rather than participating in the summer recreation league.

There are 38 teams registered to play in the league between Seaside, Warrenton, Knappa, Ilwaco, Naselle and Astoria.

Dodgeball Tournament

The department held its first dodge ball tournament on May 9th. Five teams participated in the tournament. The staff plans to offer more of these tournaments in the future.

Fitness Classes

Fitness classes were well attended this winter and spring. A survey was conducted online to garner feedback from the community on fitness classes they would like to see offered and best scheduling times for classes. Based on the survey feedback, we decided to offer 7 new early morning classes and new times for Yoga offered mid-morning. Our Yoga classes weren't as popular as staff had hoped but we did see successful attendance with a "Mom and Me" Yoga class this spring. Of the early morning classes offered this winter, about 50% are still being run for summer. Attendance for fitness classes generally dips in the summer due to nicer weather and this is traditionally the time of year class offerings are cut back.

Recreation and Maintenance staff worked together to plan an outdoor fitness area to be built repurposing left-over recreation equipment and building materials. This area was completed and began getting use during the spring months in conjunction with adult fitness classes.

Wellness Challenge

A Wellness Challenge program was offered starting in January, running through March 2nd. In total, 17 participants registered. Five of the participants were City of Astoria staff. This program focused on wellness covering a wide variety of topics including nutrition,

exercise and goal setting. It also exposed participants to all of the different exercise opportunities offered through our department. Overall feedback received was very positive at the end of the program based off of surveys and verbal feedback.

Father Daughter Valentine Dance

The annual Father Daughter Valentine dance was held on February 7th at the Astoria Recreation Center. Staff offered two separate sessions to accommodate more participants. In total, approximately 90 people attended between the two dances.

Annual Easter Egg Hunt

The Annual Easter Egg Hunt was held on April 4th. Staff estimated there were well over 1,000 people in attendance. In addition to hunting eggs, there were multiple crafts, games and activities for youth prior to the hunt.

Approximately 6 years ago, the department switched to using plastic eggs for the event. This year, staff switched back to hardboiled eggs! It promoted our department's mission of healthy eating and was an environmentally friendly change. Participants were given the opportunity to trade in their hard boiled eggs for candy and prizes. The challenge to this change in hard boiled eggs, was working out the logistics of boiling and dying 5,000 eggs. The Astoria School District was exceedingly helpful in allowing staff to use their kitchen facilities to cook the eggs and staff worked through the logistics of dying the eggs at the Recreation Center, with the after-school children helping to dye about 1,000 of the eggs.

Flash Light Easter Egg Hunt

The nighttime hunt was moved indoors to the Astoria Recreation Center. Attendance for this event far exceeded expectations and the building proved to be short on space for the number of children attending. Children used flashlights to find eggs at the A.R.C., some of the eggs were glow in the dark and the eggs were hidden throughout the facility.

Run on the River

We quadrupled our attendance from last year with close to 400 participants. Buoy Beer provided a seafood boil and beer and Fernhill Glass made glass medals for half marathon participants. The Astoria Co-op, Frite and Scoop, Seaside Providence Hospital, and 94.3 KRKZ sponsored the event with the Astoria Trolley transporting participants to the race site. Roughly \$4,000 was raised and will be given to the Astoria Parks Recreation and Community Fund to raise money for scholarships. Overall, we heard positive feedback from the event and anticipate reaching our goal of 600 participants for next year's race on May 22, 2016.

0.0 K Instant Gratification Run

The Instant Gratification race started as an idea by Dulcye Taylor from ADHDA and Park Board President Norma Hernandez to build a race that "mocked races." The only other race of this kind that we had found is in Philadelphia, PA. The Parks Foundation decided to plan the event as a signature event to raise funds for scholarships. It was held on Sunday, June 14th. We had roughly 80 participants and raised close to \$1,600. The Parks Foundation seems eager to make this an annual event.

Parks After Dark

In another attempt to raise money for scholarships, the Parks Foundation is hosting monthly Parks after Dark events. It includes showing movies and charging a fee of \$5.00. The first event was showing Jurassic Park at McClure Park. This was a 21 and over event with North Coast Food Web providing food (with proceeds supporting their organization) and Buoy Beer providing beer (with proceeds supporting the Parks Foundation). Around 60 people attended and \$450 was raised. Due to its popularity, we are now opening movies up to all ages and the active park events will be limited to ages 14 and up. Here are the remaining dates:

- Saturday, June 27th – Capture the Flag @ Shively Park
- Saturday, July 25th – Back to the Future @ McClure Park
- Saturday, Aug. 22nd – Glow in the dark Frisbee & Kickball @ Evergreen Fields
- Saturday, Sep. 5th – Ghostbusters @ McClure Park

LIL' SPROUTS ACADEMY

It has been a busy couple of months at Lil' Sprouts, both in attendance and in classroom activity and learning. As a team, the teachers at Lil' Sprouts made it a goal to implement curriculum in every classroom, not just our preschool and pre-kindergarten classrooms. Lessons and activities were generated to cater to each of our younger classrooms, targeting gross and fine motor skills, and including music and movement, literature, letter recognition, etc. It has been exciting to see the classrooms come alive with so many things for the little ones to do and explore. Overall, we feel that our program has grown tremendously in quality and depth.

On January 29th, our Pre-Kindergarten class celebrated their 100th day of school. Their celebration included a pizza party, special counting activities, and painting a special hundredth day banner. The kids were really excited about the day, and celebrating their hard work and accomplishments.

Thanks to the hard work of the School District employees and a load of bark chips provided by Astoria Head Start, the play structure under the covered area at Gray School is now safe and ready for our kids to use. It was temporarily out of service because of the conditions of the covered area and its failing roof. We are very appreciative as this is a great space for our Sprouts to play!

On April 11th, Lil' Sprouts participated in the 3rd Annual MOMS Club Preschool and Early Childhood Resource Fair at Warrenton Grade School. We had the opportunity to share a little bit about our Sprout world with parents seeking preschool and childcare. It was great to be there talking with families, and also to network with other preschool groups.



During the first week of May, we celebrated Teacher Appreciation Month at Lil' Sprouts! Parents and families wrote special notes thanking our staff, and we did many fun things to make sure they all felt appreciated! It takes a special person to have the patience and energy to work with young children every day, and we have an amazing group of teachers at Lil' Sprouts!



On June 12th, we had our second Pre-kindergarten graduation. Although 18 Sprouts were graduating, 6 could not make it due to illness or scheduling conflicts. It was a wonderful celebration nonetheless. The students performed a couple songs for their families, received special awards, and were given diplomas. We had a reception following the ceremony with snacks and cake.

In further efforts to raise money for scholarships for families to attend Lil' Sprouts, on June 13th, we held our first ever Lil' Sprouts Art Show at the Astoria Recreation Center. Beautiful artwork was created from every age group at Lil' Sprouts and was displayed for families and friends to purchase. All proceeds went directly to our preschool recreation scholarship fund. The support from our Sprout families was pretty remarkable, and we were surprised by the amount of families that attended. Although art is still being purchased, we have currently raised \$1,050.00. With the success of the event, we are hoping to make it an annual fundraiser each spring.

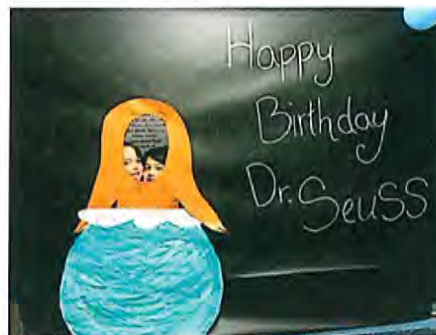


Attendance at Port of Play has remained fairly steady the last couple of months, but like always, seemed to fluctuate with the weather. Birthday parties on the weekends have been especially popular, along with our Parent's Night Out program every Saturday night.

On February 13th we held our annual Valentine Tea. Although the number that attended wasn't quite what we anticipated, it was still a successful event. Participants worked on Valentine's Day Crafts, ate snacks and treats, decorated cookies and had the opportunity to get their pictures taken.



On Monday, March 2nd, we held our annual Dr. Seuss Birthday Celebration. We had approximately 30-40 in attendance and had a great time! The gym was set up with different stations based off of specific Dr. Seuss books. Each station had multiple activities, crafts and games. Throughout the evening, we had special community readers to share their favorite Dr. Seuss story. A special thank you to Larry Galizio (president of CCC), Patty Skinner (Librarian), Scott Tucker (Superintendent of Lewis and Clark National Historical Park), Andrew Randall (Astoria Police Department) and Kendra Littell (Astoria Middle School Student). Also, a special thank you to Janice O'Malley Galizio for organizing a special Dr. Seuss yoga session with the kids.



On Friday, April 3rd, we held our Free Family Easter Egg Dyeing event at Port of Play. Families were required to bring eggs. We provided the dye, supplies and clean up. We had approximately 50 in attendance, some of whom have attended in years past, but many new faces and families.

PARKS MAINTENANCE

The Maintenance Division has been very busy, as the winter was fairly mild. Spring baseball has given way to summer softball leagues, mowing season, and increased use in parks. We have hired five temporary workers to supplement our full time staff and have streamlined tasks to provide efficient service. For the summer, the Maintenance Division is focused on keeping all parks and playing fields mowed and clean, as well as the River Walk and Ocean View Cemetery. This is an enormous task covering twenty-five parks, seven baseball/softball fields, Smith Point and the Recreation Center and Aquatic Center grounds, all of which need to be mowed at least weekly. During the summer, our division is also responsible for preparing fields for recreation league softball games, which average ten per week. In addition to routine work, the Maintenance Division provides support for all special events by moving supplies, transporting thirty tables and 100 chairs to event locations, and setting up and breaking down event equipment.



Astoria Recreation Center (ARC) Playground

When the ARC moved from Star of the Sea to the Yacht Club, the children no longer had access to a playground. As a result, maintenance staff created a playground repurposing old tires, tree stumps from a felled tree at the Astoria Column, repurposed cedar posts, a merry-go-round that had been found in park shops, and purchased a new slide. All these saved on costs. The ARC Playground was completed in March and is now fully operational and very popular with the after-school program.

Astoria Aquatic Center (AAC) Pump Replacement

The leisure pool pump at the AAC had begun to fail and was replaced in April. This task proved to be very difficult. It was a challenging feat due to having to lower a 500lb pump twelve feet into the pumping room with only the aid of a chain hoist, and then transporting it twenty-five feet to its installation location. The task was carried out very efficiently and resulted in a less than twenty-four hour closure of the leisure pool.

CHIP-in

We started off the CHIP-in year with having to reschedule our first CHIP-in @ Evergreen Fields. It was re-scheduled for Sunday, March 22nd. The weather was pretty wet in the morning which led to a pretty low turnout of volunteers. We had 5 volunteers that day. The backstops were replaced, new tarp was laid underneath the bleachers, the volleyball net was re-hung, and some weed-eating around the premises was accomplished.



63 volunteers participated in the Tapiola Park clean-up, including about 15 Job Corps students. 100 yards of cedar chips and 8 yards of sand were added to the play area. Volunteers also pressure washed and swept the play structure, repainted the "liberty theater" and weeded around the play area. It was a lot of work in 3 hours' time, but a great amount was accomplished. On May 8th, the Clatsop Community College Talent Search program brought over 20 middle school students from around Clatsop County to clean Fred Lindstrom Park. They picked up trash and helped weed the tennis and basketball courts.



CHIP-in @ Ocean View Cemetery was held on Sunday, May 17th. We had 24 volunteers on this day. 20 of those volunteers came from Tongue Point Job Corps. They helped clean the headstones, clear off grave markers, weed the stairs leading up to the flag pole, and other lawn maintenance. It has been wonderful having them attend our CHIP-in clean-ups.

On Sunday, June 22nd, volunteer coordinator Janice held her last CHIP-in. There were 10 in attendance at Fort Astoria Park. Although it is a relatively small park, a lot of weeding took place and Trails End Recovery in Warrenton delivered 20 yards of Hemlock mulch. Fort George Brewery also donated thirty \$5.00 gift certificates to our volunteers. The next CHIP-in day scheduled will be on Sunday, July 19th at Cathedral Tree Trail. Lewis and Clark National Historic Parks staff have committed to participating on this day.

OCEAN VIEW CEMETERY

The new Cemetery fees that were passed by City Council went into effect the 7th of April. Additionally, prices will rise again the first of July. Staff has seen a large influx of burials this spring as compared to the late winter months.

Data entry for the cemetery GIS project continues. We have one staff person working on data entry and one new volunteer who is working 2 to 3 afternoons per week. Approximately 80% of the data from the third phase of data entry has been inputted into the database. Once this third set of data has been completed, the database will be incorporated and available to view with the online map. This means all of the plots will be populated with people buried in the plot as well as showing graves that have already been purchased verses graves that are still available for purchase.

Cemetery Grounds Maintenance

Ocean View Cemetery continues to be a challenge to maintain and manage. As the warmer weather and precipitation continue, the grass is in need of mowing more frequently. We have been fortunate to have Carl Hagnas, a retired contractor from Warrenton, as a volunteer to help mow, pick up trash, and restore sunken grave markers to ground level. Even with this outside help, the cemetery is a large strain on minimal resources. It takes approximately 40 man hours to mow the entire grounds and weed eating has been outsourced to the local juvenile work crew for two weekends a month during the summer months. Burials and cremations add to the toll the cemetery exacts on the Maintenance Division's capacity, because these events often cannot be foreseen or planned for beyond a three day window.

Hazard Tree Reduction at Cemetery

This spring, Arbor Care was contracted to remove several hazardous trees and dangerous limbs from some of the large spruce trees on the grounds. This work was initiated after a wind storm caused a large tree limb to fail, fortunately causing no damage to the monuments below. Clatsop Community College's Historic Preservation program received a grant to make repairs to the mausoleum with an award of \$4,000 in funding.



OTHER PROJECTS

Grants

In partnership with ADHDA, the Parks and Recreation department worked on two grants to incorporate wayfinding signage from the Riverwalk to Downtown. We successfully submitted the National Endowment for the Arts' Our Town Grant on January 15th for the Wayfinding project. Notification of award recipients will be received in July. The Federal Lands Access Program application for wayfinding will also notify us in July.

Community Garden

The garden has been bustling this spring, and is completely full! An additional bed was also put in at the front of the garden for miscellaneous planting amongst the gardeners. On April 19th, the community gardeners put on a special Earth Day/Open Garden event.

It was available for anyone in the community and included food, resource tables, music and tours of the garden.



Website

At the beginning of the year, we launched our brand new website which we hope is much easier for patrons to facilitate than the previous website. It includes highlights of some of our parks, employee of the month, events listings on the front page, and ability to connect to our social media accounts.

Scholarships

Last year, Astoria Parks and Recreation provided \$35,000 in scholarships to those seeking financial assistance to pay for pool passes, family passes, child care, and other recreational programming. These were taken directly from our general funds. The processes in which individuals apply for scholarships is simply filling out a form with no verification and are asked to pay as much as they believe they are able to pay. As a result of this system, the Astoria Parks Recreation and Community Foundation has decided to take on the responsibility in attempting to raise the funds needed to provide scholarships. They are hosting a series of events including the aforementioned Parks after Dark series, the Instant Gratification Run, and the Run on the River. The fundraising efforts have raised \$6,000 so far.


By: Angela Cosby
Angela Cosby
Director of Parks & Recreation



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

June 30, 2015

MEMORANDUM

TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: **PUBLIC WORKS PROJECT ACTIVITY STATUS REPORT**

The following are brief summaries of the status of Public Works major projects and/or activities:

TRANSPORTATION

Maintenance Patching Project

- Work began on June 16, 2015.
- The project will be completed by early July.

2015 Crack Sealing Project

- City Council is currently considering award of the construction contract.
- Work is anticipated to begin in early July.

Irving Avenue: 19th Street Bridge Replacement

- David, Evans and Associates completed design plans
- Carter & Company was awarded the construction contract
- Girders have been installed and preparation for the concrete deck pour is underway
- Irving Ave. is anticipated to be closed at 19th St. until October 31, 2015

Waterfront Bridges Replacement Project

- Project includes street end bridge structures at 6th through 11th Streets
- OBEC Consulting Engineers was selected as the engineering consultant and design is underway
- Construction anticipated to span two winter seasons beginning as early as October 2016 and possibly as late as October 2017

OR202: High School – Hanover Sidewalks (Astoria)

- ODOT and the City signed a Project Letter of Understanding outlining the scope, schedule and estimated cost
- Project cost estimated at \$2,500,000 (\$2,243,250 from State and \$256,750 City match)
- Project will be officially awarded funding once the final Statewide Transportation Improvement Program (STIP) is approved by the Oregon Transportation Commission (OTC)
- Construction is anticipated to commence in summer 2018

Pedestrian Safety Enhancements

- Engineering staff has been working closely with the Coast Guard Housing staff to help improve the traffic calming efforts in their neighborhood. Increased police presence has found that the majority of speed violators are Coast Guard residents. We are working on a plan that included education, increased police presence and engineering applications that will improve safety.
- Public Works staff is assisting Police staff on obtaining funding for a portable speed reader to be used for speed enforcement in problem areas.
- ODOT has notified the City that all ODOT facility pedestrian safety enhancements throughout the City are complete.
- ODOT's preliminary scoping work on Downtown traffic signal upgrades (\$450,000 project budget) has begun and construction is anticipated to take place in 2016 when grant funds become available.
- Staff is continuing to pursue funding for rapid flashing beacons for select locations in town.
- Funding was secured from ODOT for the installation of two street lights at the intersection of 33rd and Lief Eriksen Drive. However, Pacific Power revised their estimate to reflect current pricing and informed staff that they would not be responsible for installing the two pole foundations. Staff requested from ODOT an additional \$11,510 to supplement the original \$23,000 grant to cover the increased costs, and we received notice today that the supplemental amount has been approved, and that the City would be in receipt of the funds in approximately 4 weeks.

Combined Sewer Overflow (CSO)

16th St. CSO Separation Project

- Funding authorized from the Infrastructure Finance Authority
- Gibbs & Olson completed design documents
- Construction is underway and anticipated to be substantially complete by November 2015

CSO Monitors Upgrade Project

- Phase 1 of the project is complete with 28 monitors and sensors installed
- Phase 2 of the project will be installed in July after authorization of the contract amendment and includes installation of the remaining 9 monitors and sensors and rain gauges

SEWER

Pump Station No. 1 Upgrades Project

- Preliminary design currently underway by Richwine Environmental
- Construction as early as August 2015

WATER

Bear Creek Dam Seismic Stability Study

- Phase 2 of the Bear Creek Dam Seismic Analysis Project budgeted at \$147,000 was not completed during the 2014/2015 fiscal year and will continue into the next fiscal year.
- The consultant has determined that additional geotechnical work is required to complete the study. A meeting was held with City staff and the Oregon Dam Safety Engineer to determine the required additional scope and funding sources to assist the City with the additional cost. Staff will provide Council an update in the near future.
- The City has received an Oregon Water Resources Department grant for \$32,000. An additional \$20,000 in grant funds will be available as of July 1st to assist with the remaining scope of work.

- Staff will present the finding of the study to Council once the analysis is complete.

Bear Creek Dam Hydroelectric Project

- The installation of the 30 kWh hydroelectric turbine at the base of the Bear Creek Dam is complete. A ribbon cutting event was held in March with a very good turnout.
- The project was funded with grants from the Pacific Power Blue Sky Program, the Energy Trust of Oregon and the State Infrastructure Finance Authority.
- Power generation is enough to cancel the power bill at the headworks which was about \$9,000 to \$10,000 per year and produce an estimated income of about \$2,000 per year.
- The power generation can be observed on the City Website under current projects.

Slow Sand Filter

- Engineering and Operations staff is engaged in ongoing efforts to optimize cleaning operations and appropriate methods of algae control in order to extend the life of the filter sand.

SANITATION

Landfill Closure

- Staff is continuing to work with the Oregon Department of Environmental Quality on post closure activities consisting of gas monitoring, groundwater monitoring and final permitting.
- A lease agreement with Clatsop County has been approved by City Council for a new Household Hazardous Waste Facility at the landfill property. The County is in the design process for the new facility.

PUBLIC WORKS PLANNING

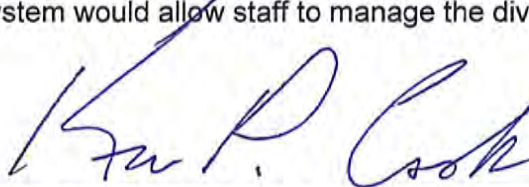
Advance Planning

- Public works staff is working on the development of a priority project list for the ODOT STIP 2018/2021 Funding cycle. ODOT has indicated that the funding will be very limited and has suggested that we limit our request to two projects. Staff will be working with ODOT staff to prepare the list and will bring it to City Council for approval before submitting to ODOT in the fall.

Asset Management

- Staff is continuing to research asset management tools such as specialized asset management computer software. Asset management programs can be defined as software that assists with managing infrastructure capital assets to minimize the total cost of owning, operating, and maintaining assets at acceptable levels of service. Staff is currently reviewing the feasibility of investing in the software with the understanding that the resources (costs and additional staff time) required to fully implement a system may not be available or practical for a city the size of Astoria. Our current pavement management system is an example of such a tool but it only addresses one asset, pavement. A fully implemented asset management system would allow staff to manage the diverse majority of our infrastructure assets.

Submitted By:




Ken P. Cook, Public Works Director



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

June 18, 2015

MEMORANDUM

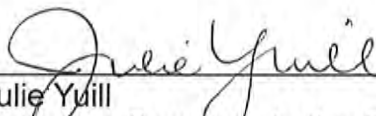
TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: ABC TRANSCRIPTION SERVICES, INC., CONTRACT RENEWAL

DISCUSSION/ANALYSIS

The City of Astoria has contracted with ABC Transcription Services, Inc., (ABC) since April 2010 for the transcription of meeting minutes for the City Council, Planning Commission, Historic Landmarks Commission, Design Review Committee, Parks Board and Library Board. The current contract expired on June 30, 2015. After years of no rate increases, ABC is proposing a less than 3% increase (\$1.00) to their base transcription and attendance rates for Fiscal Year 2015-2016. A total of \$ \$18,660 (\$16,000 last year) is allocated as part of the Fiscal Year 2015-2016 budget for these services. ABC has been both responsive and timely. The draft contract has been reviewed and approved as to form by City Attorney Henningsgaard.

RECOMMENDATION

It is recommended that Council approve a Contract for Professional Services with ABC Transcription Services, Inc., for the period July 1, 2015 to June 30, 2016.

By: 
Julie Yuill
Executive Secretary to the City Manager

<p style="text-align: center;">CITY OF ASTORIA CONTRACT FOR PROFESSIONAL SERVICES</p>

This Contract, made and entered into this 6th day of July, 2015, by and between the City of Astoria, a municipal corporation of the State of Oregon, hereinafter called "CITY", and ABC Transcription Services, Inc., hereinafter called "CONTRACTOR", duly authorized to perform such services in Oregon.

W I T N E S S E T H

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

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

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

1. CONTRACTOR SERVICES

- A. CONTRACTOR shall perform transcription services for the City of Astoria as provided in the attached Exhibit A from July 1, 2015 to June 30, 2016.
- B. Contractor's services are defined solely by this Contract and not by any other contract or agreement that may be associated with this project.
- C. CONTRACTOR'S services shall be performed as expeditiously as is consistent with professional skill and the orderly progress of work.

2. COMPENSATION

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

3. CONTRACTOR IDENTIFICATION

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

4. CITY'S REPRESENTATIVE

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

5. CONTRACTOR'S REPRESENTATIVE

For purposes hereof, the CONTRACTOR'S authorized representative will be Paula Pinyerd, President, ABC Transcription Services, Inc., 42340 NW Depot Street, Banks, Oregon 97106, (503) 324-0198, abc4transcription@yahoo.com.

6. CITY'S OBLIGATIONS

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

7. CONTRACTOR IS INDEPENDENT CONTRACTOR

- A. CONTRACTOR shall be an independent CONTRACTOR for all purposes and shall be entitled to no compensation other than the compensation provided for under Section 2 of this Contract.
- B. CONTRACTOR acknowledges that for all purposes related to this Contract, CONTRACTOR is and shall be deemed to be an independent contractor and not an employee of the City, shall not be entitled to benefits of any kind to which an employee of the City is entitled and shall be solely responsible for all payments and taxes required by law; and furthermore in the event that CONTRACTOR is found by a court of law or an administrative agency to be an employee of the City for any purpose, City shall be entitled to offset compensation due, or, to demand repayment of any amounts paid to CONTRACTOR under the terms of the Contract, to the full extent of any benefits or other remuneration CONTRACTOR receives (from City or third party) as result of said finding and to the full extent of any payments that City is required to make (to CONTRACTOR or a third party) as a result of said finding.
- C. The undersigned CONTRACTOR hereby represents that no employee of the City of Astoria, or any partnership or corporation in which a City of Astoria employee has an interest, has or will receive any remuneration of any description from the CONTRACTOR, either directly or indirectly, in connection with the letting or performance of this Contract, except as specifically declared in writing.

8. CANCELLATION FOR CAUSE

CITY may cancel all or any part of this Contract if CONTRACTOR breaches any of the terms herein or in the event of any of the following: Insolvency of CONTRACTOR; voluntary or involuntary petition in bankruptcy by or against CONTRACTOR; appointment of a receiver or trustee for CONTRACTOR, or any assignment for benefit of

creditors of CONTRACTOR. Damages for breach shall be those allowed by Oregon law, reasonable and necessary attorney's fees, and other costs of litigation at trial and upon appeal. CONTRACTOR may likewise cancel all or any part of this contract if CITY breaches any of the terms herein and be therefore entitled to equivalent damages as expressed above for CITY.

9. EARLY TERMINATION

- A. This Contract may be terminated without cause by mutual written consent of the parties. In addition, the parties may agree to terminate the contract:
 - 1) If work under the Contract is suspended by an order of a public agency for any reason considered to be in the public interest other than by a labor dispute or by reason of any third party judicial proceeding relating to the work other than a suit or action filed in regard to a labor dispute; or
 - 2) If the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the Contract.
- B. Payment of CONTRACTOR shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by CONTRACTOR against CITY under this contract.
- C. Termination under any provision of this paragraph shall not affect any right, obligation, or liability of CONTRACTOR or CITY which accrued prior to such termination.
- D. If work is suspended under circumstances described in 9(1) but the contract is not terminated, the Contractor is entitled to a reasonable extension of time to complete the contract.

10. ACCESS TO RECORDS

CITY shall have access to such books, documents, papers and records of contract as are directly pertinent to this contract for the purposes of making audit, examination, excerpts and transcripts.

11. FORCE MAJEURE

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

12. NONWAIVER

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

13. ATTORNEY'S FEES

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

14. APPLICABLE LAW

The law of the State of Oregon shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it.

15. CONFLICT BETWEEN TERMS

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

16. INDEMNIFICATION

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

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

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

17. INSURANCE

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

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

18. WORKMEN'S COMPENSATION

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

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

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

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

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

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

20. PAYMENT OF CLAIMS BY PUBLIC OFFICERS

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

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

21. PAYMENT OF MEDICAL CARE

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

22. OVERTIME

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

23. STANDARD OF CARE

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

24. OCCUPATIONAL TAX

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

25. NO THIRD PARTY BENEFICIARIES

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

26. SEVERABILITY AND SURVIVAL

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

27. COMPLETE CONTRACT

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

28. NONDISCRIMINATION

It is the policy of the City of Astoria that no person shall be denied the benefits of or be subject to unlawful discrimination in any City program, service, or activity on the grounds of age, disability, race, religion, color, national origin, sex, sexual orientation, gender identity/expression. Contractor, its employees, agents and subcontractors shall comply with this policy.

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

APPROVED AS TO FORM:



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Date: 2015.07.01 10:35:52 -08'00'

City Attorney

BY: _____
Mayor Date

BY: _____
City Manager Date

ABC TRANSCRIPTION SERVICES, INC.

BY: _____
Paula Pinyerd, President Date



ABC Transcription Services, Inc.

2015-2016 Transcription Services Proposal

The following is ABC Transcription's 2015-16 bid proposal tailored to the transcription services requested by the City of Astoria.

Transcription Services:

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

City Council: 12 business days \$37 per labor hour

Planning Commission/Library and other Boards: \$37 per labor hour
12+ business days

Engineering Precons/Preapplications (verbatim work): \$35 per labor hour
(4:1 ratio; deadline as determined by staff)

Major deviation from transcription ratios requires approval from City staff.

Optional Services or Considerations: In addition to base transcription rate:

Meetings longer than 3 hours: \$2

Poor Audio Quality \$2

Turnaround Time

Less than 3 business days \$10

3 to 6 business days \$4

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

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

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

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

Contact: Paula Pinyerd, President
Address: 42340 NW Depot St, Banks, OR 97106
Phone: 503-324-0198
Mobile: 503-310-3482
Email: abc4transcription@yahoo.com
EIN: #26-3741559

ESB Certification: #5336

Certificate of Insurance: Available upon request

Supplemental Information

- As an Oregon Certified Tier-1 Emerging Small Business (ESB), having ABC Transcription as your transcription service provider can help the City better meet possible quota requirements.
- Having served the City of Astoria since 2010, ABC Transcription is well acquainted with City Staff and its Council and Commission members. ABC is also very familiar with the various upcoming projects in the City, including the library renovation and ongoing work to implement the Riverfront Vision Plan.

References and sample transcripts are available upon request.



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

June 24, 2015

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: ANNUAL REVIEW OF MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF ASTORIA AND U.S.COAST GUARD

DISCUSSION/ANALYSIS

U.S. Coast Guard (USCG) Cutters ALERT (WMEC 630) and STEADFAST (WMEC 632) are located at the 17th Street Pier in the City of Astoria. In September of 2013, a Memorandum of Understanding (MOU) was renewed between the USCG and the City of Astoria allowing for fire protection and emergency medical services to the Cutters and facilities. Responsibilities of the USCG and the City of Astoria Fire Department are clearly spelled out in the MOU. Termination of the MOU between the USCG Cutters Alert and Steadfast is possible by either party upon 30 days written notice.

Section 8 of the current MOU is titled MODIFICATION and states; "Both parties agree to review this MOA one year from the date of the last signature, and annually thereafter, for accuracy and completeness. If revisions are necessary, this MOA will be amended and new signatures and dates will be completed. If revisions are unnecessary, then the review date and reviewing parties shall be noted."

The MOU has been reviewed by USCG Cutters Alert and Steadfast. Revisions were determined to be unnecessary, and the Annual MOU Review was signed and dated by the respective Commanding Officers. Staff has reviewed the MOU and has determined revisions are unnecessary at this time.

RECOMMENDATION

Staff recommends authorizing approval of the Annual MOU Review between the City of Astoria and the USCG for fire protection and medical services to the USCG Cutters Alert and Steadfast and facilities located at the 17th Street Pier, Astoria, Oregon.

By:



Ted Ames, Fire Chief

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF ASTORIA FIRE DEPARTMENT
AND
THE UNITED STATES COAST GUARD
CUTTERS ALERT (WMEC 630) AND STEADFAST (WMEC 623)
REGARDING FIRE PROTECTION SERVICES AT
17TH STREET PIER, ASTORIA, OR

1. PARTIES. The parties to this agreement are the City of Astoria Fire Department (AFD) and the United States Coast Guard Cutters ALERT (WMEC 630) and STEADFAST (WMEC 623).
2. AUTHORITY.
 - a. 14 USC 141 (b) authorizes the U. S. Coast Guard to avail itself of the personnel and facilities of any federal, state, or local agency to perform any activity for which such personnel or facilities are especially qualified.
 - b. As to any response occurring in an area of concurrent legislative jurisdiction, the substantive statutory and administrative authority for the response is as provided under Oregon law and applicable local ordinances, rules, and regulations.
 - c. As to any response occurring in an area of exclusively federal legislative jurisdiction, pursuant to Coast Guard Regulations, Commandant Instructions M5000.3B, Section 4-1-1, the Commanding Officers of ALERT and STEADFAST, hereby authorizes and requests the AFD to apply their education, training, and experience to respond on the Commanding officer's behalf to any emergency at 17th St Pier, Astoria, involving the safety of human life or the protection of property.
 - d. 31 USC 1342 authorizes the Commanding Officers of ALERT and STEADFAST to accept the services of the AFD for the purpose of preserving the safety of human life or the protection of property.
3. PURPOSE. The purpose of this Agreement is to set forth terms by which the AFD will provide immediate emergency response to the United States Coast Guard Cutters ALERT and STEADFAST (vessels) home ported in Astoria, OR for the protection of life and property from fire by way of firefighting and emergency medical service by the AFD.
4. RESPONSIBILITIES.
 - a. The COAST GUARD:

1. All requests for fire or emergency medical equipment and personnel shall be made by telephone via the 911 operator unless that service is out-of-commission. The city fully recognizes and understands that USCGC ALERT and STEADFAST are federal property and that the Commanding Officers have ultimate authority for what takes place onboard these vessels.
2. Any request for aid under this agreement shall include a description by a Coast Guard representative of the type/nature of the fire/emergency to which response is requested, and shall specify the location to which equipment and personnel are to be dispatched.
3. USCGC ALERT and STEADFAST personnel shall take initial actions to respond to all emergencies and shall remain in charge of all emergency efforts onboard the vessel. The Engineer of the Watch (EOW) shall act as the On-Scene Leader and shall remain at the scene of the emergency.
4. The OOD shall provide a crewman as an escort for every AFD fire team that embarks the vessel. These escorts shall guide the AFD teams to the scene of the emergency via a safe route and shall remain on-scene to assist with the identification and employment of the vessel's emergency equipment.

b. The AFD:

1. On request made to the AFD by a representative of the Coast Guard Cutter ALERT or STEADFAST, firefighting and/or emergency medical equipment and personnel of the AFD shall be dispatched to the vessel as determined and directed by the AFD. The AFD shall not come aboard any vessel against the wishes of the Commanding Officer or his/her designated representative, the Officer of the Day (OOD).
2. The amount and type of equipment and the number of personnel to be furnished shall be determined by the AFD.
3. AFD equipment and personnel shall report to the Quarterdeck of the affected vessel. Upon arrival, the senior AFD Fire Officer shall be briefed by the OOD. This briefing shall include location and status of emergency, Coast Guard initial actions and ability to assist, and any special circumstances that could hamper firefighting or endanger the lives of the firefighters.
4. All equipment used by the AFD in carrying out this agreement shall, at the time services are rendered, be owned, controlled, or employed in accordance with existing mutual aid agreements. All personnel acting for the AFD under this agreement shall, at the time of such action, be an employee or a volunteer member of the AFD or acting in accordance with existing mutual aid agreements.

5. Once on-scene, all decisions shall be a cooperative effort between the EOW and AFD team leader.

5. POINTS OF CONTACT.

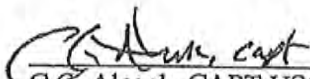
- a. USCGC ALERT Officer of the Deck (OOD)
Phone: (503) 338-7780
- b. USCGC STEADFAST Officer of the Deck (OOD)
Phone: (503) 325-6812
- c. Fire Chief Ted Ames
Astoria Fire Department
555 30th St.
Astoria, OR 97103
Phone: (503) 298-2520
Email: tames@astoria.or.us

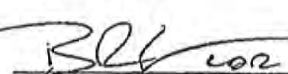
6. OTHER PROVISIONS.


- a. UNIFIED INCIDENT COMMAND. Once the need for AFD personnel to commit to the emergency has been determined, the OOD and the senior AFD Fire Officer shall act as a Unified Incident Command. This Unified Command shall develop a plan of action with radio input provided by the EOW. In the event of response by other Coast Guard units, these personnel shall fall directly under the control of the EOW. As expected within a Unified Incident Command, USCGC ALERT and STEADFAST personnel shall work in a spirit of cooperation with the members of the AFD in any situation that requires joint effort. The AFD's maritime emergency response expertise is formally recognized and shall bear considerable weight in all decisions. Should a disagreement regarding emergency operations occur that cannot be resolved to both parties' satisfaction, the AFD is within its rights to withdraw its equipment and personnel to protect city and private property adjoining the vessel. In addition, if the OOD feels the AFD's actions and tactics are jeopardizing the integrity of the vessel or lives of the crew, the Coast Guard may refuse the AFD's services.
- b. REIMBURSEMENT. Reimbursement to the city for the cost of emergency services provided to the vessels is governed by 15 U.S.C. §2210, as amended, and the implementing of regulations set forth in Title 44 C.F.R., Part 151, as amended. Any such claim for reimbursement of firefighting costs may also include costs associated with emergency medical services, to the extent where they are normally rendered by a fire service in connection with a fire.


- c. **COORDINATION AND JOINT TRAINING.** USCGC ALERT, USCGC STEADFAST and AFD personnel shall conduct joint training and drills as often as deemed necessary by the Coast Guard's Senior Officer Present Afloat (SOPA) and the AFD. At a minimum, this training shall consist of semi-annual familiarization tours for AFD personnel.
- d. **CLAIMS.** To the extent permitted by law, and in accordance with 42 U.S.C. 1856A(a), each Party waives all claims against the other for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, except those caused in whole or in part by the negligence of an officer, employee, or agent of another Party. No Party waives or relinquishes any immunity or defense on behalf of itself, its officers, employees and agents as a result of the foregoing sentence or its execution of this Agreement and the performance of the covenants contained herein. Such waiver does not include waiver of reimbursement claims in accordance with 15 U.S.C. 2210.
7. **EFFECTIVE DATE.** The terms of this agreement shall become effective upon the date of the last party signs this MOA.
8. **MODIFICATION.** Both parties agree to review this MOA one year from the date of the last signature, and annually thereafter, for accuracy and completeness. If revisions are necessary, this MOA will be amended and new signatures and dates will be completed. If revisions are unnecessary, then the review date and reviewing parties shall be noted.
9. **TERMINATION.** The terms of this MOA, as modified with consent of both parties, shall remain in effect until cancelled upon agreement of the parties. Either party upon thirty (30) days written notice to the other party may terminate this agreement.

APPROVED BY:

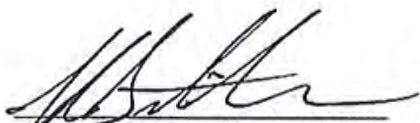

C.G. Alcock, CAPT USCG
Commanding Officer and SOPA
USCGC STEADFAST (WMEC 623)
Date: _____


B.R. Anderson, CDR, USCG
Commanding Officer
USCGC ALERT (WMEC 630)
Date: 9/4/2013

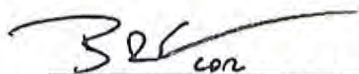

Willis L. Van Dusen, Mayor
City of Astoria
Date: 9-24-13


Paul Benoit, City Manager
City of Astoria
Date: 9-24-13

Annual MOA Review



J.R. Bitterman, CDR USCG
Commanding Officer and SOPA
USCGC STEADFAST (WMEC 623)
Date: 30 MAR 15



B.R. Anderson, CDR USCG
Commanding Officer
USCGC ALERT (WMEC 630)
Date: 3/30/2015

Arline LaMear, Mayor
City of Astoria

Date: _____

Bret Estes, City Manager
City of Astoria

Date: _____

APPROVED AS TO FORM

City Attorney

Date: _____




CITY OF ASTORIA

Founded 1811 • Incorporated 1856

June 19, 2015

MEMORANDUM

TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: FEE AGREEMENT WITH PROPEL INSURANCE

DISCUSSION/ANALYSIS

The City has an ongoing agreement with Propel Insurance to provide independent insurance agent services. While the City's insurance carrier for Worker Compensation and Liability/Property coverages is City County Insurance Services (CCIS), there is still a need for an independent agent to review the City's insurance needs to make recommendations for coverage requirements. Propel is represented by Scott Farmer who has been an agent for the City's Worker Compensation coverage since the late 1980s and for liability and property coverage for the past four years.

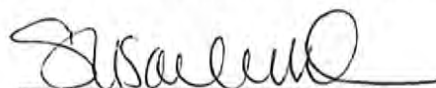
Staff has attached documentation from CCIS showing the FY 2015-2016 liability and property premiums are \$ 16,962.09 and \$ 288,660.78 for the Astoria Development Commission (ADC) and the City, respectively. CCIS's recommended fee for an independent agent is 10% of premium. The industry standard for an independent agent is 15% of premium. If these fees were in place the range of fees would be \$ 30,562.29 to \$ 45,843.43. Prior negotiated fee level of \$ 12,000.00 has been maintained for FYE June 30, 2016. The ADC and City total premiums have been reduced by the amount of the CCIS recommended independent agent fees, since they will not be paid by CCIS. These reductions are marked on the attached documents.

Former Finance Director, Mark Carlson, negotiated a fee of \$ 12,000.00 prior to his departure. Propel has not increased their fee request even though our premiums have increased over the prior year through rate and valuation adjustments. This is a significant savings when compared to the CCIS and industry standard fees. The \$12,000.00 represents an independent agent fee of 3.9% and requires City Council consideration. The fee disclosure form is attached.

RECOMMENDATION

It is recommended that Council consider approving a fee in the amount of \$ 12,000.00 for independent insurance agent services provided by Propel Insurance and authorize the Mayor to sign the documents.

By:



Susan Brooks, CPA
Finance Director

Property and/or Liability Proposal Summary



citycounty insurance services

Member

City of Astoria
1095 Duane Street
Astoria, OR 97103

Agent

Propel Insurance
888 SW 5th Ave, Ste 1170
Portland, OR 97204

Member Number	Effective Date	Termination Date	Proposal Date
10010	7/1/2015	7/1/2016	6/18/2015

Coverage	Description	Amount	Total Due
General Liability (Standard Plan)	Contribution Limit: \$5,000,000	\$124,477.62	
	Multi-Line Credit	(\$9,335.82)	
	Risk Management Allowance	(\$12,447.76)	
	Bonus Program Credits (0)*	\$0.00	\$102,694.04
Auto Liability	Contribution	\$26,886.30	
	Multi-Line Credit	(\$2,016.47)	
	Risk Management Allowance	(\$2,688.63)	\$22,181.20
Auto Physical Damage	Contribution	\$24,494.93	
	Multi-Line Credit	(\$1,837.12)	
	Risk Management Allowance	(\$2,449.49)	\$20,208.31
Property	Contribution	\$97,801.93	
	Multi-Line Credit	(\$7,335.14)	
	Risk Management Allowance	(\$9,780.19)	
	Bonus Program Credits (0)*	\$0.00	\$80,686.59
Optional Excess Liability	Contribution	Not Purchased	\$0.00
Optional Excess Quake	Contribution	\$15,000.00	
	Risk Management Allowance	(\$1,500.00)	\$13,500.00
Optional Excess Flood	Contribution	Not Purchased	\$0.00
Optional Excess Crime	Contribution	Not Purchased	\$0.00
Optional Excess Cyber Liability	Contribution	Not Purchased	\$0.00
Difference In Conditions	Contribution	Not Purchased	\$0.00
Summary	Contribution	\$288,660.78	
	Multi-Line Credit	(\$20,524.55)	
	Risk Management Allowance	(\$28,866.07)	
	Bonus Program Credit	\$0.00	

* Each Bonus Program Credit equals 1% of GL and PR Contribution, up to \$1,000.

This is not an invoice. Information Only

Total: \$239,270.14

DEVELOPMENT COMMISSION PROPERTY

Property and/or Liability Proposal Summary



citycounty insurance services

Member

Astoria Development Commission
1095 Duane Street
Astoria, OR 97103

Agent

Propel Insurance
888 SW 5th Ave, Ste 1170
Portland, OR 97204

Member Number	Effective Date	Termination Date	Proposal Date
30001	7/1/2015	7/1/2016	6/1/2015

Coverage	Description	Amount	Total Due
General Liability	Contribution Limit: \$0	Not Purchased	
	Multi-Line Credit	\$0.00	
	Bonus Program Credits (0)*	\$0.00	\$0.00
Auto Liability	Contribution	Not Purchased	
	Multi-Line Credit	\$0.00	\$0.00
Auto Physical Damage	Contribution	Not Purchased	
	Multi-Line Credit	\$0.00	\$0.00
Property	Contribution	\$16,962.09	
	Multi-Line Credit	\$0.00	
	Risk Management Allowance	(\$1,696.21)	
	Bonus Program Credits (0)*	\$0.00	\$15,265.88
Optional Excess Liability	Contribution	Not Purchased	\$0.00
Optional Excess Quake	Contribution	Not Purchased	\$0.00
Optional Excess Flood	Contribution	Not Purchased	\$0.00
Optional Excess Crime	Contribution	Not Purchased	\$0.00
Optional Excess Cyber Liability	Contribution	Not Purchased	\$0.00
Difference In Conditions	Contribution	Not Purchased	\$0.00
Summary	Contribution	\$16,962.09	
	Multi-Line Credit	\$0.00	
	Risk Management Allowance	(\$1,696.21)	
	Bonus Program Credit	\$0.00	

* Each Bonus Program Credit equals 1% of GL and PR Contribution, up to \$1,000.

This is not an invoice. Information Only

Total: \$15,265.88



Propel Insurance Fee and Commission Disclosure Form

The Insured agrees that the Insurance Producer named below is directly involved in the faithful performance of insurance services and duties and that such duties are performed in consideration of a Fee and, in some instances, Fee and Commission. The Fee has been freely negotiated and deemed reasonable by both parties.

The Insurance Producer may receive additional compensation in the form of future incentives from Insurance Carriers listed in the table below, including contingent commissions and other awards/bonuses. Information relating to the additional compensation will be provided by the Insurance Producer upon request.

Eligible for additional compensation? Yes

Client Name: City of Astoria Client Code: CITYASTO Billing Cycle:

Broker Fee Amount: \$12,000.00
Effective Date: 07/01/2015
Expiration Date: 07/01/2016

Insured Name (Print): _____ Insured Signature: _____ Date: _____
City of Astoria

Producer Name (Print): Shon DeVries
Producer Signature: _____

Date: _____

Note: All insured's policies must be included in the table below. The premium & commission is an "estimate" at time of renewal, as endorsements may occur during the policy term.

[illegible]

Broker Service Fee Agreement – State of Oregon

This agreement made and entered into by and between City of Astoria hereinafter referred to as the **Client**, and **Propel Insurance**, hereinafter referred to as the **Broker**.

The **Client** requires the services of **Broker** with respect to its Property & Casualty Insurance Program and the **Broker** represents that they have all of the necessary qualifications required to provide requested services;

Broker in consideration for providing services, and in lieu of receiving commission from products represented by **Broker** relating to the services provided, shall receive a fee directly from **Client**.

Scope of the Broker Services

The **Broker** agrees to provide the **Client** services including, but not limited to those set forth in Appendix A.

Term of Broker Agreement

This agreement shall be in effect for the period of July 1, 2015 to **July 1, 2016**. This agreement shall remain in effect during this agreement period unless 60 (sixty) days written notice of termination is given by either party to the other.

Payment for Broker Services

Payment to the **Broker** for services rendered under this Agreement shall be \$12,000 for the term of this agreement. Fee shall be paid in full. Renewal of this agreement may be subject to a 3% escalation charge.

Upon termination of this Agreement payments for services shall cease. However, the **Broker** shall be entitled to payments for services rendered prior to the date of termination and for which **Broker** has not yet been paid.

We may earn additional compensation (other than commission) from some insurance carriers. These arrangements vary by insurance carrier and are contingent upon a variety of factors spanning multiple years or specific periods of time and may not occur every year.

Applicable Law

This Agreement shall be governed by the laws of the State of Oregon.

Accepted by:

"Broker"

Propel Insurance

"Insured"

City of Astoria

By: _____
Shon DeVries

Date: _____

By: _____
Signature

Date: 6-30-15

In compliance with ORS 744.091 and OAR 836-071-0260, this agreement must be signed prior to the insured's placement of and payment for insurance.

Appendix A

Broker Services

Broker will provide the following services under the terms of this agreement.

- Comprehensive review and evaluation of property and casualty insurance program
- Daily service (coverage changes, certificates, etc)
- Marketing, premium negotiation
- Claim reporting, review

Coverage Lines Associated with Broker Service Fee

The fee shall be in consideration for insurance services associated with the following coverage lines:

- ☒ Auto/Trucking/Garage
- ☒ Boiler & Machinery
- ☐ Course of Construction/Builders Risk
- ☒ Crime
- ☒ Directors & Officers Liability
- ☒ Earthquake/DIC
- ☒ Employment Practices Liability
- ☒ Fiduciary Liability
- ☒ Flood (Other than NFIP Placements)
- ☒ General Liability
- ☒ Inland Marine
- ☐ International/Foreign
- ☐ Liquor Liability
- ☐ Marine – Hull, P&I, Cargo
- ☐ Pollution Liability
- ☐ Professional Liability
- ☒ Property
- ☐ Special Events, Special Projects, Wrap Up
- ☐ Surety/Bond
- ☒ Umbrella/Excess Liability
- ☐ Watercraft
- ☐ Workers Compensation
- ☐ Other

Coverages not checked are eligible for commission, and therefore not considered within the scope of this fee agreement.



The Insurance Producer may receive additional compensation in the form of future incentives from Insurance Carriers listed in the table below, including contingent commissions and other awards/bonuses. Information relating to the additional compensation will be provided by the Insurance Producer upon request.

Yes

Insured Name (Print): _____
City of Astoria _____
Insured Signature: _____
Date: _____

Producer Name (Print): Shon DeVries Producer Signature: _____ Date: _____

Note: All insured's policies must be included in the table below. The premium & commission is an "estimate" at time of renewal, as endorsements may occur during the policy term.

[illegible]



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

June 23, 2015

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: RECOLOGY RATE REVIEW FOR YEAR END DECEMBER 31, 2014
FOR SOLID WASTE COLLECTION AND TRANSFER STATION ACTIVITIES

DISCUSSION/ANALYSIS

The City's franchise agreements require Recology to render financial statements and a separate rate review for both the Solid Waste Collection and Transfer Station Franchises no later than April 30 each year. The City received the required documents timely by email from Recology on April 3, 2015. The purpose of the annual rate review is to determine whether Recology's "Operating Ratio" for their solid waste collection and transfer station operations falls within the limits set by the Franchise Agreements with the City.

The operating ratio is not a measure of profitability. The operating ratio measures the relationship between allowable revenues and expenses, as adjusted for the pass through payments to the City of Astoria. This is a standard measure in the solid waste industry. The Franchise Agreements set the limits of the "Operating Ratio Range" between 88% and 92%. This calculation is arrived at by dividing expenses adjusted for pass through expenses by income adjusted for pass through revenue. If the ratio is above 92%, Recology is allowed to adjust the following year's rates to recover the lower than expected margin. If the ratio is below 88%, Recology will adjust the following year's rates to return to the rate payers the better than expected margin.

The financial statements and rate reviews are attached for Recology's Solid Waste Collection and Transfer Station operations as submitted by Fred Stemmler, Recology Western Oregon General Manager. Mr. Stemmler indicates in his cover letters of March 31, 2015 that the Operating Ratios for the current calendar year are projected to be within the limits of the Operating Ratio Range of 88% to 92%. As a result, the collection and transfer station rates the same for the coming year. Since there are no rate increases proposed, the resolutions currently in place establish the rates for 2015.

As it relates to the franchise and the rates, the significant calculation is found in the "Rate Review Report" because this report shows the "Operating Ratio". See Exhibits 1 and 2.

The operating ratio for the solid waste collection operation is shown on Exhibit 1, as follows:

Total Revenues	\$2,271,271
Less Pass through Revenue	(131,064)
Adjusted Revenue	\$2,140,208 (Rounded)

Total Expenses	\$2,031,309
Less Contributions	(6,829)
Less Franchise Fees	<u>(131,064)</u>
Adjusted Expenses	\$1,893,416

Operating Ratio
 $\$1,893,416 / \$2,140,208 = 88.47\%$ Within the limits of 88 to 92%

The operating ratio for the transfer station operation is shown on Exhibit 2, as follows:

Total Revenues	\$518,699
Less Pass through Revenue	<u>(46,569)</u>
Adjusted Revenue	\$472,130
 Total Expenses	 \$468,867
Less License Fees	(25,257)
Less HHW Surcharge	<u>(21,312)</u>
Adjusted Expenses	\$422,298

Operating Ratio
 $\$422,298 / \$472,130 = 89.45\%$ Within the limits of 88 to 92%

Staff has reviewed the calculations upon which this conclusion was drawn and is in agreement with Mr. Stemmler's assessment.

RECOMMENDATION

This is for Council's information.

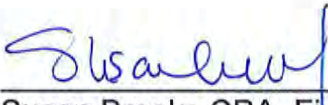
By: 
 Susan Brooks CPA, Finance Director

EXHIBIT 1

Recology Western Oregon-North Coast Collection 2014-2015 Rate Review Report



Allocation Data:

RWO - North Coast Collection Total			City of Astoria		
2014 Actual	PROJ 2015 EXPENSE	Allocation Method	2014 Actual	Adjustments and Projected Changes	2015 Projected
Revenue	\$ 8,586,489	\$ 8,702,500	\$ 2,240,810		\$ 2,271,271
Revenue Percent	100.00%	100.00%	26.15%		26.03%
Labor %	100.00%	100.00%	22.76%		22.76%
Outside Source (O/S) Disposal %	100.00%	100.00%	1.81%		1.81%
Inter-Company (I/C) Disposal %	100.00%	100.00%	29.68%		29.68%
Medical Waste %	100.00%	100.00%	96.01%		96.01%
Yard Debris (I/C) %	100.00%	100.00%	93.90%		93.90%
Recycling %	100.00%	100.00%	31.17%		31.17%
Customer Count %	100.00%	100.00%	20.47%		20.47%

Operating Ratio Calculation:

Total Expenses:				
Total Labor	\$ 1,331,327	\$ 1,366,473	\$ 302,951	\$ 310,948
Total Disposal	\$ 2,295,259	\$ 2,254,633	\$ 711,081	\$ 702,225
Total Operational	\$ 2,896,818	\$ 2,875,472	\$ 686,441	\$ 677,824
Total Administrative	\$ 1,338,218	\$ 1,375,382	\$ 331,899	\$ 340,311
Total	\$ 7,861,622	\$ 7,871,961	\$ 2,032,371	\$ 2,031,309
Less Non Allowable Expenses:				
Interest on Purchase of routes	\$ -	\$ -	\$ -	\$ -
Non-Franchised R&M	\$ (43,438)	\$ (43,500)	\$ -	\$ -
Amortization	\$ -	\$ -	\$ -	\$ -
Contributions	\$ (29,708)	\$ (33,366)	\$ (6,080)	\$ (6,829)
Less "Pass Through Expenses:				
Franchise Fees	\$ (448,475)	\$ (451,991)	\$ (128,610)	\$ (131,064)
Allowable Expenses	\$ 7,340,001	\$ 7,343,104	\$ 1,897,681	\$ 1,893,416
Revenue				
Revenue	\$ 8,586,489	\$ 8,702,500	\$ 2,240,810	\$ 2,271,271
Less Non-Franchised Revenue	\$ (48,401)	\$ (48,697)		
Less "Pass Through Expenses:				
Franchise Fees	\$ (448,475)	\$ (451,991)	\$ (128,610)	\$ (131,064)
Revenue (net of Pass Through)	\$ 8,089,613	\$ 8,201,812	\$ 2,112,200	\$ 2,140,208
Operating Ratio:				
Allowable Expenses divided by	\$ 7,340,001	\$ 7,343,104	\$ 1,897,681	\$ 1,893,416
Revenue (net of Pass Through)	\$ 8,089,613	\$ 8,201,812	\$ 2,112,200	\$ 2,140,208
Calculated Operating Ratio	90.73%	89.53%	89.84%	88.47%

A 1,893,416
B 2,140,208 = 88.47%



Mr. Brett Estes
City Manager
City of Astoria
1095 Duane St.
Astoria, OR 97103

March 31st, 2015

Dear Brett:

Enclosed are the schedules that make up the Rate Review Report and Annual Financial Report as outlined in our Solid Waste Collection Franchise Agreement. They are as follows:

1. The Rate Review Report, which includes the following:
 - a. All the actual expenses incurred by Franchisee in the preceding calendar year, and all allowable expenses that we reasonably anticipate will be incurred in the current year;
 - b. The allocation factors and percentages used to allocate shared expenses;
 - c. The actual and expected Operating Ratios for the preceding and current calendar year;
2. The 2014 Reviewed Financial Statement for RWO – North Coast Collection;
3. Rate sheets showing current and proposed rates (not applicable this year)

Our projections indicate our operating margin will be within the operating ratio range specified in our Franchise Agreement. As a result, we are proposing to keep collection rates the same for the coming year. We have also held our rates for medical waste collection steady, based on a re-negotiation of the service agreement with our vendor.

We have completed our system-conversion project, which covers everything from the customer account interface used by our call center staff, to the on-board electronics in our collection trucks. We still have a few bugs that need to be worked out, but for the most part these systems are in place and running smoothly.

In the interests of service and safety, we continue to upgrade our facilities and fleet. We also repair or replace containers as the need arises. We conduct regular trainings to ensure our drivers are operating safely at all times. We have continued to use the Smith System and Drivecam programs to help us minimize incidents and provide positive coaching opportunities for our staff.

I would appreciate the opportunity to discuss any questions you may have before we make our presentation to the City Council. Please call my office at 503-474-4856 at your convenience.

Respectfully,

A handwritten signature in black ink, appearing to read 'F Stemmler', written over a horizontal line.

Fred Stemmler, CPA
General Manager



EXHIBIT 2 Recology Western Oregon - Astoria Transfer Station Rate Review Report March 31, 2015

	2013 Actual Results	2014 Projected	2014 Actual	2015 Projected	Astoria Regulated Projections
Revenues					
Gate Receipts Public Tip Fees	\$ 891,670	\$ 952,337	\$ 993,864	\$ 954,231	\$ -
Yard Debris	\$ 41,623	\$ 37,881	\$ 49,195	\$ 39,527	\$ -
Sale of Recyclables	\$ 375,773	\$ 324,357	\$ 285,167	\$ 149,082	\$ -
I/C Recycling Processing Fees	\$ 276,950	\$ 281,781	\$ 332,458	\$ 323,680	\$ -
I/C TS Yard Debris Fees	\$ -	\$ -	\$ 114,967	\$ 116,691	\$ -
Other Revenue	\$ 1,586,017	\$ 1,596,356	\$ 1,775,651	\$ 1,583,211	\$ -
Astoria Free Dump Vouchers	\$ -	\$ 36,250	\$ 21,462	\$ 22,000	\$ 22,000
I/C Transfer Station Tip Fee	\$ 1,784,939	\$ 1,796,780	\$ 1,732,458	\$ 1,673,562	\$ 496,699
Total Revenues	\$ 3,370,956	\$ 3,429,386	\$ 3,529,571	\$ 3,278,773	\$ 518,699
Cost of Operations					
Trash Disposal Costs	\$ 738,405	\$ 787,693	\$ 836,001	\$ 709,477	\$ 139,994
Non-Trash Disposal Costs	\$ 110,336	\$ 112,543	\$ 111,381	\$ 112,000	\$ -
Labor Costs	\$ 342,498	\$ 355,025	\$ 356,862	\$ 364,276	\$ 35,221
Refuse Transportation	\$ 580,241	\$ 605,714	\$ 621,345	\$ 606,206	\$ 119,616
Other Transportation	\$ 145,122	\$ 151,493	\$ 144,180	\$ 140,667	\$ -
Repair & Maint.	\$ 122,211	\$ 116,518	\$ 152,411	\$ 133,969	\$ 15,861
Depreciation	\$ 25,681	\$ 42,692	\$ 43,572	\$ 90,168	\$ 10,675
Lease Payment to City	\$ 41,040	\$ 41,040	\$ 41,040	\$ 41,040	\$ 4,859
Other Lease	\$ 116,351	\$ 106,921	\$ 108,687	\$ 115,669	\$ 13,694
License Fees	\$ 126,600	\$ 128,000	\$ 123,179	\$ 128,000	\$ 25,257
HHW Surcharge	\$ 98,731	\$ 105,617	\$ 106,182	\$ 108,005	\$ 21,312
Fuel	\$ 20,304	\$ 20,707	\$ 16,395	\$ 14,937	\$ 1,768
Other Operational Expenses	\$ 72,313	\$ 62,000	\$ 69,509	\$ 55,204	\$ 6,536
Total Operational Expenses	\$ 1,348,593	\$ 1,380,701	\$ 1,426,500	\$ 1,433,865	\$ 219,578
Gross Profit	\$ 831,123	\$ 793,424	\$ 798,827	\$ 659,154	\$ 123,906
General and Administrative Expense					
Shared Mgmt - 3%	\$ 100,353	\$ 102,882	\$ 105,974	\$ 98,363	\$ 15,561
Shared Admin - 9%	\$ 306,419	\$ 308,645	\$ 317,635	\$ 295,090	\$ 46,683
Non-Admin Labor	\$ 26,101	\$ 25,575	\$ 26,109	\$ 26,365	\$ 2,601
Other Admin Expense	\$ 72,736	\$ 85,127	\$ 96,470	\$ 93,541	\$ 9,229
Total General & Administrative	\$ 505,609	\$ 522,228	\$ 546,188	\$ 513,358	\$ 74,074
Interest Income	\$ (92)	\$ -	\$ (420)	\$ -	\$ -
Gain/Loss from Operations	\$ 325,606	\$ 271,196	\$ 253,059	\$ 145,796	\$ 49,832

Operating Margin	9.66%	7.91%	7.17%	4.45%
OR Range = 88-92%	86.14%	87.99%	88.97%	91.53%
Target = 90%				

OR Calculation					
Total expenses	\$ 2,935,106	\$ 3,045,647	\$ 3,165,551	\$ 3,020,977	\$ 468,867
pass through	\$ 225,330	\$ 233,617	\$ 229,361	\$ 236,005	\$ 46,569
net expenses	\$ 2,709,775	\$ 2,812,030	\$ 2,936,190	\$ 2,784,971	\$ 422,298
Revenue	\$ 3,370,956	\$ 3,429,386	\$ 3,529,571	\$ 3,278,773	\$ 518,699
pass through	\$ 225,330	\$ 233,617	\$ 229,361	\$ 236,005	\$ 46,569
net revenue	\$ 3,145,626	\$ 3,195,768	\$ 3,300,210	\$ 3,042,767	\$ 472,130
Calculated Operating Ratio	86.14%	87.99%	88.97%	91.53%	89.45%

Tonnage Allocation Calculation:			
	2012	2013	2014
Total Garbage Tons	28,586.86	28,127.56	30,337.85
Garbage tons from Astoria by NCC	6,287.83	6,292.97	5,986.26
Percent	22.0%	22.4%	19.7%

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B 518,699
C (46,569)
472,130

A 468,867
C (46,569)
422,298

422,298 / 472,130 = 89.45%



Mr. Brett Estes
City Manager
City of Astoria
1095 Duane St.
Astoria, OR 97103

March 31st, 2015

Re: Astoria Transfer Station Annual Rate Review

Dear Brett:

Enclosed are the schedules that make up the Rate Review Report and Annual Financial Report as outlined in our Solid Waste Disposal License Agreement:

1. The Rate Review Report, which includes the following:
 - a. All the actual expenses incurred by Franchisee in the preceding calendar year, and all allowable expenses that we reasonably anticipate will be incurred in the current year;
 - b. The actual and expected Operating Ratios for the preceding and current calendar year;
 - c. The methods used to determine how revenue and expenses are allocated to the City.
2. The 2014 Reviewed Financial Statement prepared by an independent CPA firm;
3. Rate sheets showing current and proposed rates (not applicable this year).

Based on this data, the Operating Ratio for the current calendar year is projected to be within the limits of the Operating Ratio Range of 88% to 92%. As a result, we are not proposing a rate adjustment at this time. This is primarily due to a rate reduction we negotiated as part of our agreement with Riverbend Landfill.

In addition, Section 7.1 of the License Agreement calls for a summary of operational issues:

- a. Normal operations took place from April 1, 2014 to March 31, 2015, including solid waste, recycling and salvaging operations. The changes or improvements to property or structures related to the facility were continued efforts to improve storm water, bird abatement, and the completion of the site improvements related to the stadium project.
- b. The site was inspected by DEQ staff in October of 2014. A copy of the report is attached.
- c. 30,226 tons of Solid Waste was delivered to Riverbend Landfill in McMinnville in 2014. This represents an increase of 6.6% vs. 2013, though it is still down 19.7% from the high-point of 37,654 tons disposed in 2006.

I would appreciate the opportunity to discuss any questions you may have before we make our presentation to the City Council. Please call my office at 503-474-4856 at your convenience.

Respectfully,

A handwritten signature in dark ink, appearing to read 'F Stemmler', written over a horizontal line.

Fred Stemmler, CPA
General Manager

Recology Western Oregon - North Coast Collections, Inc.
(A Wholly Owned Subsidiary of Recology Inc.)

Financial Statements

December 31, 2014
(With Independent Accountant's Review Report)



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INDEPENDENT ACCOUNTANT'S REVIEW REPORT

To the Board of Directors of
Recology Western Oregon - North Coast Collections, Inc.
McMinnville, Oregon

We have reviewed the accompanying balance sheet of Recology Western Oregon - North Coast Collections, Inc. as of December 31, 2014, and the related statements of earnings and stockholder's investment, and cash flows for the year then ended. A review includes primarily applying analytical procedures to management's financial data and making inquiries of Company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the review in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. Those standards require us to perform procedures to obtain limited assurance that there are no material modifications that should be made to the financial statements. We believe that the results of our procedures provide a reasonable basis for our report.

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America.

Our review was made primarily for the purpose of expressing a conclusion that there are no material modifications that should be made to the financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America. The supplementary information included in the accompanying Schedule is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information has been subjected to the inquiry and analytical procedures applied in the review of the basic financial statements, and we did not become aware of any material modifications that should be made to such information.

Armanino LLP

Armanino^{LLP}
San Ramon, California

March 30, 2015

RECOLOGY WESTERN OREGON - NORTH COAST COLLECTIONS, INC.

(A Wholly Owned Subsidiary of Recology Inc.)

Balance Sheet

December 31, 2014

Assets

Current assets:

Accounts receivable, net of allowance for doubtful accounts of \$32,808	\$ 985,989
Prepaid expenses	38,771
Due from Parent	<u>339,057</u>
Total current assets	<u>1,363,817</u>

Fixed assets:

Building and improvements	2,642
Machinery and equipment	49,817
Less accumulated depreciation	<u>(50,764)</u>
Property and equipment, net	<u>1,695</u>
Total assets	<u>\$ 1,365,512</u>

Liabilities and Stockholder's Investment

Current liabilities:

Accounts payable	\$ 58,832
Accrued liabilities	139,752
Deferred revenues	<u>159,352</u>
Total current liabilities	<u>357,936</u>

Stockholder's investment, net	<u>1,007,576</u>
Total liabilities and stockholder's investment	<u>\$ 1,365,512</u>

See accompanying notes to financial statements and independent accountant's review report.

RECOLOGY WESTERN OREGON - NORTH COAST COLLECTIONS, INC.

(A Wholly Owned Subsidiary of Recology Inc.)

Statement of Earnings and Stockholder's Investment

For the year ended December 31, 2014

		<u>Percent</u>
Revenues	\$ 8,586,489	100.0
Cost of operations		
Disposal costs	2,295,259	26.8
Labor costs	1,331,327	15.5
Operational expenses	2,896,818	33.7
	<u>6,523,404</u>	<u>76.0</u>
Gross profit	2,063,085	24.0
General and administrative	1,338,218	15.6
Earnings from operations	<u>724,867</u>	<u>8.4</u>
Other income		
Interest income	8,421	0.1
	<u>8,421</u>	<u>0.1</u>
Net earnings	733,288	<u>8.5</u>
Stockholder's investment, net, beginning of year	891,267	
Net distributions to Parent and affiliates	<u>(616,979)</u>	
Stockholder's investment, net, end of year	<u>\$ 1,007,576</u>	

See accompanying notes to financial statements and independent accountant's review report.

RECOLOGY WESTERN OREGON - NORTH COAST COLLECTIONS, INC.

(A Wholly Owned Subsidiary of Recology Inc.)

Statement of Cash Flows

For the year ended December 31, 2014

Cash flows from operating activities:	
Net earnings	\$ 733,288
Adjustments to reconcile net earnings to cash provided by operating activities:	
Depreciation	10,201
Provision for bad debts	27,996
Changes in assets and liabilities:	
Accounts receivable	(145,733)
Prepaid expenses	(7,271)
Due from Parent	(135,001)
Accounts payable	13,147
Accrued liabilities	62,696
Deferred revenues	57,799
Net cash provided by operating activities	<u>617,122</u>
Cash flows from financing activities:	
Net distribution to Parent and affiliates	<u>(617,122)</u>
Net change in cash	-
Cash, beginning of year	-
Cash, end of year	<u>\$ -</u>
Supplemental disclosure of noncash activities:	
Additions to property and equipment funded by Parent	\$ 143

See accompanying notes to financial statements and independent accountant's review report.

RECOLOGY WESTERN OREGON - NORTH COAST COLLECTIONS, INC.

(A Wholly Owned Subsidiary of Recology Inc.)

Notes to Financial Statements

December 31, 2014

(1) Accounting Policies

(a) Organization

Recology Western Oregon - North Coast Collections, Inc. (the "Company"), is a wholly owned subsidiary of Recology Oregon Inc., which is a wholly owned subsidiary of Recology Inc. (the "Parent" or "Recology"), which in turn is wholly owned by the Recology Employee Stock Ownership Plan (the "Recology ESOP" or the "ESOP").

(b) Revenue Recognition and Accounts Receivable

The Company recognizes revenue on an accrual basis when services are performed. Deferred revenues primarily consist of revenues billed in advance that are recorded as revenue in the period in which the related services are rendered. The majority of the Company's revenue is subject to rate regulation by the municipalities in which it operates.

The Company's receivables are recorded when billed and represent claims against third parties that will be settled in cash. The carrying value of the Company's receivables, net of the allowance for doubtful accounts, represents their estimated net realizable value. The Company estimates its allowance for doubtful accounts based on several factors, including historical collection trends, type of customer, existing economic conditions and other factors.

(c) Property and Equipment

Property and equipment, including major renewals and betterments, are stated at cost. It is the Company's policy to periodically review the estimated useful lives of its property and equipment. Depreciation is calculated on a straightline basis over the estimated useful lives of assets as follows:

	Estimated useful lives
Buildings	20-40 years
Leasehold improvements	Shorter of lease or useful life
Machinery and equipment	6-8 years
Furniture and fixtures	8 years
Vehicles	9 years
Containers	10 years

Depreciation expense on the above amounted to \$10,201 for the year ended December 31, 2014. The cost of maintenance and repairs is charged to operations as incurred; significant renewals and betterments are capitalized.

RECOLOGY WESTERN OREGON - NORTH COAST COLLECTIONS, INC.

(A Wholly Owned Subsidiary of Recology Inc.)

Notes to Financial Statements

December 31, 2014

(1) Accounting Policies (continued)

(d) Environmental Remediation Liabilities

The Company accrues for environmental remediation costs when they become probable and based on its best estimate within a range. If no amount within the range appears to be a better estimate than any other, the low end of such ranges is used. Remediation costs are estimated by environmental remediation professionals based upon site remediation plans they develop and on their experience working with regulatory agencies and the Company's environmental staff and legal counsel. All estimates require assumptions about future events due to a number of uncertainties, including the nature and extent of any contamination, the appropriate remedy or remedies, the final apportionment of responsibility among the potentially responsible parties, if any are identified, the financial viability of other potentially responsible parties, and regulatory agency requirements. Thus, actual costs incurred may differ from the Company's initial estimate. These estimates do not take into account discounts for the present value of total estimated future costs, as the timing of cash payments is not reliably determinable. The Company regularly evaluates the recorded liabilities when additional information becomes available or regulatory changes occur to ascertain whether the accrued amounts are adequate. The Company does not recognize recoverable amounts from other responsible parties or insurance carriers until receipt is deemed probable. No environmental liabilities were accrued at December 31, 2014.

(e) Impairment of Long-Lived Assets

The Company's policy is to review estimated undiscounted future cash flows and other measures of asset value for its operations when events or changes in circumstances indicate the carrying value of an asset may not be fully recoverable.

During the year ended December 31, 2014, there were no events or changes in circumstances that indicated the carrying value of an asset was not fully recoverable.

(f) Income Taxes

Effective October 1, 1998, the Parent elected to become an S corporation with the Company electing to be treated as a Qualified Subchapter S corporation subsidiary. Under S corporation rules, the Parent's taxable income and losses are passed through to the ESOP, the Parent's sole shareholder, which is exempt from income tax, and the Company is treated as a division of the Parent having no separate income tax obligations. The Parent has not allocated the income tax expense to the Company.

The Company recognized income tax positions only if those positions are more likely than not of being sustained. Recognized income tax positions are measured at the largest amount that has a greater than 50% likelihood of being realized. Changes in recognition or measurement are reflected in the period in which the change in judgment occurs. The Company's accounting policy for evaluating uncertain tax positions is to accrue estimated benefits or obligations relating to those positions.

RECOLOGY WESTERN OREGON - NORTH COAST COLLECTIONS, INC.

(A Wholly Owned Subsidiary of Recology Inc.)

Notes to Financial Statements

December 31, 2014

(1) Accounting Policies (continued)

(f) Income Taxes (continued)

The Company records interest related to unrecognized tax benefits as interest expense and penalties as an administrative expense. For the year ended December 31, 2014, there was no interest or penalties recorded because the Company has no uncertain tax positions that meet the more likely than not threshold.

(g) Cash Concentration Account

The Company's bank account is linked to the Parent's concentration account. Cash balances (or deficits) at the end of each day are automatically transferred to (or from) the concentration account, so that at the end of any particular day, as well as at year-end, the Company's bank account has a zero balance, with related amounts debited or credited to the underlying intercompany account.

(h) Allocations

The Company includes allocated charges from the Parent and affiliates in operating expenses. The charges are allocated by applying activity appropriate factors to direct and indirect costs of the Parent and affiliates or based upon established fees.

(i) Use of Estimates

Management of the Company has made a number of estimates and assumptions relating to the reporting of assets and liabilities and the disclosure of contingent assets and liabilities to prepare these financial statements in conformity with accounting principles generally accepted in the United States of America. The more significant estimates requiring the judgment of management include the valuation of the allowance for doubtful accounts, self-insurance, and liabilities for environmental remediation. Actual results could differ from those estimates.

(j) Stockholder's Investment

The Company has 100,000 shares of common stock authorized and 1,000 shares issued and outstanding with no par value as of December 31, 2014. Stockholder's investment, net is comprised of the legal capital plus cumulative contributions net of distributions.

(k) Fair Value of Financial Instruments

The carrying amounts reported in the balance sheets of the assets and liabilities, which are considered to be financial instruments (such as receivables, accounts payable, and accrued liabilities), approximate their fair value based upon current market indicators.

RECOLOGY WESTERN OREGON - NORTH COAST COLLECTIONS, INC.

(A Wholly Owned Subsidiary of Recology Inc.)

Notes to Financial Statements

December 31, 2014

(2) Operations

The Company collects refuse and recyclables in Northwest Oregon and along the Northern Oregon coast. The Company's refuse collection rates are set by these municipalities. The rate setting process may result in the disallowance of certain costs and/or delays in cost recovery, as well as differences in the timing of when revenues and expenses are recognized.

During the year ended December 31, 2014, the Company disposed of the yard debris collected by its operations at both a transfer station owned and operated by an affiliate and an independent third party. All refuse was disposed at an affiliate and an independent third party.

(3) Commitments and Contingencies

Substantially all of the assets of the Company are pledged to secure the obligations of the Parent. The Company, along with the Parent and the Parent's wholly owned subsidiaries, has guaranteed the repayment, on a joint and several basis, of any and all obligations under the Parent's Revolving Credit Agreement. The Company could be required to honor the guarantee upon an uncured default event, as defined in the Parent's Revolving Credit Agreement. The Parent's Revolving Credit Agreement expires on April 12, 2018. At September 30, 2014, there was no outstanding principal balance on the Parent's Revolving Credit Agreement and there were standby letters of credit issued for \$182.4 million. The Parent has represented to the Company that it is in compliance with all covenants of the Revolving Credit Agreement.

The Parent and its subsidiaries, including the Company, are subject to various laws and regulations relating to the protection of the environment. It is not possible to quantify with certainty the potential impact of actions regarding environmental matters, particularly any future remediation, and other compliance efforts. The Parent has environmental impairment liability insurance, which covers the sudden or gradual onset of environmental damage to third parties, on all owned and operated facilities. In the opinion of management, compliance with present environmental protection laws will not have a material adverse effect on the results of operations of the Company provided costs are substantially covered in the Company's rates on a timely basis.

The Company and the Parent are involved in various legal actions arising in the normal course of business. It is the Company's opinion that these matters are adequately provided for or that the resolution of such matters will not have a material adverse impact on the financial position or results of operations of the Company or the Parent.

RECOLOGY WESTERN OREGON - NORTH COAST COLLECTIONS, INC.

(A Wholly Owned Subsidiary of Recology Inc.)

Notes to Financial Statements

December 31, 2014

(4) Equipment and Property Obligations

The Company has cancelable agreements with an affiliate whereby it pays for use of certain operating equipment. Future payments for continued use of the equipment and property, by year-end and in aggregate, as of December 31, 2014 are as follows:

Year ending December 31:	<u>Property</u>	<u>Vehicles and Equipment</u>	<u>Total</u>
2015	\$ 6,000	\$ 565,436	\$ 571,436
2016	6,000	466,574	472,574
2017	4,500	397,577	402,077
2018	-	309,959	309,959
2019	-	261,305	261,305
Thereafter	<u>-</u>	<u>28,262</u>	<u>28,262</u>
Total payments	<u>\$16,500</u>	<u>\$2,029,113</u>	<u>\$2,045,613</u>

Rental expense for the year ended December 31, 2014 was \$531,251 including amounts under short-term rental agreements with third parties and affiliates.

Under the terms of the equipment lease agreement with an affiliate, and in accordance with existing rate policies, the Company may continue to use certain equipment under operating leases without a related payment once the affiliate's equipment cost and related interest have been funded through operating lease payments.

RECOLOGY WESTERN OREGON - NORTH COAST COLLECTIONS, INC.

(A Wholly Owned Subsidiary of Recology Inc.)

Notes to Financial Statements

December 31, 2014

(5) Transactions with Related Parties

During the year ended December 31, 2014, operating and other expenses of the Company included allocated charges from the Parent and affiliates. Such charges are based upon the direct and indirect costs of the Parent and affiliates, or established fees, and allocated based on specific activities. The allocated charges are as follows:

Parent:

Health insurance	\$ 254,140
Worker's Compensation	23,536
401(k) employer portion	23,765
General and vehicle insurance	<u>67,394</u>
	<u>368,835</u>

Affiliates:

Debris box revenue	(48,215)
Rental of equipment	435,922
Freight	1,413
Disposal costs	1,868,887
Processing fees	332,458
General administration allocation	772,785
Truck and garage	598,542
Regional management and accounting fees	<u>257,594</u>
	<u>4,219,386</u>
Total	<u>\$ 4,588,221</u>

During the year ended December 31, 2014, amounts due from or payable to Parent and affiliates were accumulated by the Company and as of the Parent's fiscal year-end, September 30, 2014, the net amount was settled by way of capital contributions or distributions. Changes in amounts due from or payable to Parent or affiliates are presented as a financing activity in the statement of cash flows, except as related to expenditures attributable to property and equipment. For the three months from October 1, 2014 to December 31, 2014, the net amount was not settled by way of capital contributions or distributions.

RECOLOGY WESTERN OREGON - NORTH COAST COLLECTIONS, INC.
(A Wholly Owned Subsidiary of Recology Inc.)

Notes to Financial Statements

December 31, 2014

(6) Employee Stock Ownership Plan

In 1986, the Parent established an employee stock ownership plan and trust, which purchased all of the Parent's outstanding stock. The ESOP is a noncontributory plan that covers substantially all of the employees of the Company and other Recology subsidiaries. Employees, except under certain conditions, become fully vested after a requirement of three years of service. No vesting occurs until the full service requirement is satisfied.

The Parent's common stock is not traded on an established market. Presently, all shares are held by the ESOP. All distributions will be made from the ESOP in cash, which is received from Recology, or shares, subject to immediate repurchase by Recology. A participant who is vested is entitled to begin receiving a distribution from his or her ESOP account at a future date following his or her termination of employment. Distributions may be made in a lump-sum, equal annual installments over a period generally not to exceed five years, or a combination of the foregoing, generally as determined by the ESOP Administrative Committee (the Committee). The Committee also generally determines the time and manner of distributions, subject to the following limitations: (i) in the event of a participant's retirement, disability, or death, distribution must begin prior to September 30 of the plan year following the plan year in which employment terminates; and (ii) if a participant's employment terminates for any other reason, distribution must begin prior to September 30 of the sixth plan year following the plan year in which employment terminates, although the Committee may further defer distributions that are not attributable to post-1986 shares until the participant reaches the age that he or she would be required to reach in order to qualify for retirement under the ESOP. Each participant who has attained age 55 and has participated in the ESOP for at least 10 years may elect to receive cash distributions for in-service withdrawals attributable to post-1986 shares allocated to his or her account. An eligible participant is entitled to elect payment attributable to as much as 25% of his or her eligible shares during the first five years of election and up to 50% of eligible shares in the sixth year. The cash distributions are based upon the appraised value of Recology stock and other assets, if any, as of the most recent valuation of the participant's account.

The Parent makes contributions to the ESOP to make benefit payments to eligible participants under the Plan.

(7) Subsequent Events

The Company has evaluated its subsequent events through March 30, 2015, which is the date the financial statements were available for issuance. As a result of the evaluation, we are not aware of any material modifications that should be made to these financial statements for them to be in conformity with generally accepted accounting principles.

SUPPLEMENTARY INFORMATION

RECOLOGY WESTERN OREGON - NORTH COAST COLLECTIONS, INC.

(A Wholly Owned Subsidiary of Recology Inc.)

Schedule of Expenses

For the year ended December 31, 2014

Operational expenses	
Contract labor	\$ 579
Depreciation	10,201
Franchise fees	448,475
Fuel	346,732
Insurance	67,394
Supplies	47,154
Freight	3,648
Operational lease expense	531,251
Recycling processing costs	332,458
Repair and maintenance	994,233
Taxes and licenses	102,809
Other operational expenses	11,884
	<u>\$ 2,896,818</u>

General and administrative expenses	
General administration allocation	\$ 772,785
Regional management and accounting fees	257,594
Advertising and promotion	10,012
Bad debt	27,996
Contributions	29,708
Billing services	62,086
Dues and subscriptions	10,496
Education and training	15,799
Bank service charges	20,048
Meals and entertainment	4,978
Office supplies	23,251
Postage	6,789
Professional services	31,847
Telephone	51,509
Travel	9,641
Other administration	3,679
	<u>\$ 1,338,218</u>

See independent accountant's review report.

Recology Western Oregon - Transfer Station, Inc.
(A Wholly Owned Subsidiary of Recology Inc.)

Financial Statements

December 31, 2014

(With Independent Accountant's Review Report)

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INDEPENDENT ACCOUNTANT'S REVIEW REPORT

To the Board of Directors of
Recology Western Oregon - Transfer Station, Inc.
McMinnville, Oregon

We have reviewed the accompanying balance sheet of Recology Western Oregon - Transfer Station, Inc. as of December 31, 2014, and the related statements of earnings and stockholder's investment and cash flows for the year then ended. A review includes primarily applying analytical procedures to management's financial data and making inquiries of Company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the review in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. Those standards require us to perform procedures to obtain limited assurance that there are no material modifications that should be made to the financial statements. We believe that the results of our procedures provide a reasonable basis for our report.

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America.

Our review was made primarily for the purpose of expressing a conclusion that there are no material modifications that should be made to the financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America. The supplementary information included in the accompanying Schedule is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information has been subjected to the inquiry and analytical procedures applied in the review of the basic financial statements, and we did not become aware of any material modifications that should be made to such information.

Armanino LLP

Armanino^{LLP}
San Ramon, California

March 30, 2015

RECOLOGY WESTERN OREGON - TRANSFER STATION, INC.

(A Wholly Owned Subsidiary of Recology Inc.)

Balance Sheet

December 31, 2014

Assets

Current assets:

Accounts receivable, net of allowance for doubtful accounts of \$1,727	\$ 128,616
Prepaid expenses	3,263
Total current assets	<u>131,879</u>

Fixed assets:

Building and improvements	306,860
Construction in progress	353,478
Less accumulated depreciation	<u>(70,107)</u>
Property and equipment, net	590,231
Total assets	<u>\$ 722,110</u>

Liabilities and Stockholder's Investment

Current liabilities:

Accounts payable	\$ 15,214
Accrued liabilities	108,722
Due to Parent	<u>122,492</u>
Total current liabilities	<u>246,428</u>

Stockholder's investment, net	<u>475,682</u>
Total liabilities and stockholder's investment	<u>\$ 722,110</u>

See accompanying notes to financial statements and independent accountant's review report.

RECOLOGY WESTERN OREGON - TRANSFER STATION , INC.

(A Wholly Owned Subsidiary of Recology Inc.)

Statement of Earnings and Stockholder's Investment

For the year ended December 31, 2014

		<u>Percent</u>
Revenues	\$ 3,529,571	<u>100.0</u>
Cost of operations		
Disposal costs	947,382	26.8
Labor costs	356,862	10.1
Operational expenses	<u>1,426,500</u>	<u>40.5</u>
	<u>2,730,744</u>	<u>77.4</u>
Gross profit	798,827	22.6
General and administrative	<u>546,188</u>	<u>15.5</u>
Earnings from operations	<u>252,639</u>	<u>7.2</u>
Other income		
Interest income	<u>420</u>	<u>0.0</u>
	<u>420</u>	<u>0.0</u>
Net earnings	<u>253,059</u>	<u>7.2</u>
Stockholder's investment, net, beginning of year	295,200	
Net distributions to Parent and affiliates	<u>(72,577)</u>	
Stockholder's investment, net, end of year	<u>\$ 475,682</u>	

See accompanying notes to financial statements and independent accountant's review report.

RECOLOGY WESTERN OREGON - TRANSFER STATION, INC.

(A Wholly Owned Subsidiary of Recology Inc.)

Statement of Cash Flows

For the year ended December 31, 2014

Cash flows from operating activities:	
Net earnings	\$ 253,059
Adjustments to reconcile net earnings to cash provided by operating activities:	
Depreciation	43,572
Provision for bad debts	10,473
Changes in assets and liabilities:	
Accounts receivable	(50,898)
Prepaid expenses	(938)
Due from parent	-
Accounts payable	(68,048)
Accrued liabilities	15,892
Due to parent	105,787
Deferred revenues	(215)
Net cash provided by operating activities	<u>308,684</u>
Cash flows provided by financing activities:	
Net distribution to Parent and affiliates	<u>(308,684)</u>
Net change in cash	-
Cash, beginning of year	-
Cash, end of year	<u>\$ -</u>
Supplemental disclosure of noncash activities:	
Additions to property and equipment funded by Parent	\$ 236,107

See accompanying notes to financial statements and independent accountant's review report.

RECOLOGY WESTERN OREGON - TRANSFER STATION, INC.

(A Wholly Owned Subsidiary of Recology Inc.)

Notes to Financial Statements

December 31, 2014

(1) Accounting Policies

(a) Organization

Recology Western Oregon - Transfer Station, Inc. (the "Company"), is a wholly owned subsidiary of Recology Oregon Inc., which is a wholly owned subsidiary of Recology Inc. (the "Parent" or "Recology"), which in turn is wholly owned by the Recology Employee Stock Ownership Plan (the "Recology ESOP" or the "ESOP").

(b) Revenue Recognition and Accounts Receivable

The Company recognizes revenue on an accrual basis when services are performed. The Company's receivables are recorded when billed and represent claims against third parties that will be settled in cash. The carrying value of the Company's receivables, net of the allowance for doubtful accounts, represents their estimated net realizable value. The Company estimates its allowance for doubtful accounts based on several factors, including historical collection trends, type of customer, existing economic conditions and other factors.

(c) Property and Equipment

Property and equipment, including major renewals and betterments, are stated at cost. It is the Company's policy to periodically review the estimated useful lives of its property and equipment. Depreciation is calculated on a straightline basis over the estimated useful lives of assets as follows:

	<u>Estimated useful lives</u>
Buildings	20-40 years
Leasehold improvements	Shorter of lease or useful life
Machinery and equipment	6-8 years
Furniture and fixtures	8 years
Vehicles	9 years
Containers	10 years

Depreciation expense on the above amounted to \$43,572 for the year ended December 31, 2014. The cost of maintenance and repairs is charged to operations as incurred; significant renewals and betterments are capitalized.

RECOLOGY WESTERN OREGON - TRANSFER STATION, INC.

(A Wholly Owned Subsidiary of Recology Inc.)

Notes to Financial Statements

December 31, 2014

(1) Accounting Policies (continued)

(d) Environmental Remediation Liabilities

The Company accrues for environmental remediation costs when they become probable and based on its best estimate within a range. If no amount within the range appears to be a better estimate than any other, the low end of such ranges is used. Remediation costs are estimated by environmental remediation professionals based upon site remediation plans they develop and on their experience working with regulatory agencies and the Company's environmental staff and legal counsel. All estimates require assumptions about future events due to a number of uncertainties, including the nature and extent of any contamination, the appropriate remedy or remedies, the final apportionment of responsibility among the potentially responsible parties, if any are identified, the financial viability of other potentially responsible parties, and regulatory agency requirements. Thus, actual costs incurred may differ from the Company's initial estimate. These estimates do not take into account discounts for the present value of total estimated future costs, as the timing of cash payments is not reliably determinable. The Company regularly evaluates the recorded liabilities when additional information becomes available or regulatory changes occur to ascertain whether the accrued amounts are adequate. The Company does not recognize recoverable amounts from other responsible parties or insurance carriers until receipt is deemed probable. No environmental liabilities were accrued at December 31, 2014.

(e) Impairment of Long-Lived Assets

The Company's policy is to review estimated undiscounted future cash flows and other measures of asset value for its operations when events or changes in circumstances indicate the carrying value of an asset may not be fully recoverable.

During the year ended December 31, 2014, there were no events or changes in circumstances that indicated the carrying value of an asset was not fully recoverable.

(f) Income Taxes

Effective October 1, 1998, the Parent elected to become an S corporation with the Company electing to be treated as a Qualified Subchapter S corporation subsidiary. Under S corporation rules, the Parent's taxable income and losses are passed through to the ESOP, the Parent's sole shareholder, which is exempt from income tax, and the Company is treated as a division of the Parent having no separate income tax obligations. The Parent has not allocated the income tax expense to the Company.

The Company recognized income tax positions only if those positions are more likely than not of being sustained. Recognized income tax positions are measured at the largest amount that has a greater than 50% likelihood of being realized. Changes in recognition or measurement are reflected in the period in which the change in judgment occurs.

RECOLOGY WESTERN OREGON - TRANSFER STATION, INC.

(A Wholly Owned Subsidiary of Recology Inc.)

Notes to Financial Statements

December 31, 2014

(1) Accounting Policies (continued)

(f) Income Taxes (continued)

The Company's accounting policy for evaluating uncertain tax positions is to accrue estimated benefits or obligations relating to those positions. The Company records interest related to unrecognized tax benefits as interest expense and penalties as an administrative expense. For the year ended December 31, 2014, there was no interest or penalties recorded because the Company has no uncertain tax positions that meet the more likely than not threshold.

(g) Cash Concentration Account

The Company's bank account is linked to the Parent's concentration account. Cash balances (or deficits) at the end of each day are automatically transferred to (or from) the concentration account, so that at the end of any particular day, as well as at year-end, the Company's bank account has a zero balance, with related amounts debited or credited to the underlying intercompany account.

(h) Allocations

The Company includes allocated charges from the Parent and affiliates in operating expenses. The charges are allocated by applying activity appropriate factors to direct and indirect costs of the Parent and affiliates or based upon established fees.

(i) Use of Estimates

Management of the Company has made a number of estimates and assumptions relating to the reporting of assets and liabilities and the disclosure of contingent assets and liabilities to prepare these financial statements in conformity with accounting principles generally accepted in the United States of America. The more significant estimates requiring the judgment of management include the valuation of the allowance for doubtful accounts, self-insurance, and liabilities for environmental remediation. Actual results could differ from those estimates.

(j) Stockholder's Investment

The Company has 500 shares of common stock authorized and 100 shares issued and outstanding with no par value as of December 31, 2014. Stockholder's investment, net is comprised of the legal capital plus cumulative contributions net of distributions.

(k) Fair Value of Financial Instruments

The carrying amounts reported in the balance sheets of the assets and liabilities, which are considered to be financial instruments (such as receivables, accounts payable, and accrued liabilities), approximate their fair value based upon current market indicators.

RECOLOGY WESTERN OREGON - TRANSFER STATION, INC.

(A Wholly Owned Subsidiary of Recology Inc.)

Notes to Financial Statements

December 31, 2014

(2) Operations

The Company provides transfer station and recycling services in Northwest Oregon. The Company's transfer station rates are set in part by the City of Astoria. The rate setting process may result in the disallowance of certain costs and/or delays in cost recovery, as well as differences in the timing of when revenues and expenses are recognized.

The Company's operating results are also affected by variations in its recycling revenues from the sale of recyclable commodities. The Company's recycling revenues may be volatile and fluctuate in accordance with changes in recycling commodity mix and in the prices of recyclable commodities, which in turn are, in many cases, dependent on changes in worldwide supply of, and demand for, such recyclable commodities. In general, the costs related to recycling operations do not fluctuate in accordance with changes in the prices of such commodities.

(3) Commitments and Contingencies

Substantially all of the assets of the Company are pledged to secure obligations of the Parent. The Company, along with the Parent and the Parent's wholly owned subsidiaries, have guaranteed the repayment, on a joint and several basis, of any and all obligations under the Parent's Revolving Credit Agreement. The Company could be required to honor the guarantee upon an uncured default event, as defined in the Parent's Revolving Credit Agreement. The Parent's Revolving Credit Agreement expires on April 12, 2018. At September 30, 2014, there was no outstanding principal balance on the Parent's Revolving Credit Agreement and there were standby letters of credit issued for \$182.4 million. The Parent has represented to the Company that it is in compliance with all covenants of the Revolving Credit Agreement.

The Parent and its subsidiaries, including the Company, are subject to various laws and regulations relating to the protection of the environment. It is not possible to quantify with certainty the potential impact of actions regarding environmental matters, particularly any future remediation, and other compliance efforts. The Parent has environmental impairment liability insurance, which covers the sudden or gradual onset of environmental damage to third parties, on all owned and operated facilities. In the opinion of management, compliance with present environmental protection laws will not have a material adverse effect on the results of operations of the Company provided costs are substantially covered in the Company's rates on a timely basis.

The Company and the Parent are involved in various legal actions arising in the normal course of business. It is the Company's opinion that these matters are adequately provided for or that the resolution of such matters will not have a material adverse impact on the financial position or results of operations of the Company or the Parent.

RECOLOGY WESTERN OREGON - TRANSFER STATION, INC.

(A Wholly Owned Subsidiary of Recology Inc.)

Notes to Financial Statements

December 31, 2014

(4) Equipment and Property Obligations

The Company has cancelable agreements with an affiliate whereby it pays for use of certain operating equipment. Future payments for continued use of the equipment and property, by year-end and in aggregate, as of December 31, 2014 are as follows:

Year ending December 31:	<u>Vehicles and Property</u>	<u>Equipment</u>	<u>Total</u>
2015	\$ 41,040	\$ 65,054	\$ 106,094
2016	41,040	60,689	101,729
2017	41,040	52,683	93,723
2018	41,040	40,328	81,368
2019	41,040	33,449	74,489
Thereafter	<u>410,400</u>	<u>39,495</u>	<u>449,895</u>
Total payments	<u>\$ 615,600</u>	<u>\$ 291,698</u>	<u>\$907,298</u>

Rental expense for the year ended December 31, 2014 was \$149,727 including amounts under short-term rental agreements with third parties and affiliates.

Under the terms of the equipment lease agreement with an affiliate, and in accordance with existing rate policies, the Company may continue to use certain equipment under operating leases without a related payment once the affiliate's equipment cost and related interest have been funded through operating lease payments.

RECOLOGY WESTERN OREGON - TRANSFER STATION, INC.

(A Wholly Owned Subsidiary of Recology Inc.)

Notes to Financial Statements

December 31, 2014

(5) Transactions with Related Parties

During the year ended December 31, 2014, operating and other expenses of the Company included allocated charges from the Parent and affiliates. Such charges are based upon the direct and indirect costs of the Parent and affiliates, or established fees, and allocated based on specific activities. The allocated charges are as follows:

Parent:

Health insurance	\$ 67,817
Worker's Compensation	(328)
401(k) employer portion	6,356
General and vehicle insurance	<u>22,465</u>
	<u>96,310</u>

Affiliates:

Transfer station	(1,868,887)
Rental of equipment	76,980
Freight	88,599
Processing fees	(332,458)
General administration allocation	317,635
Truck and garage	70,974
Regional management and accounting fees	<u>132,083</u>
	<u>(1,515,074)</u>

Total	<u>\$ (1,418,764)</u>
-------	-----------------------

During the year ended December 31, 2014, amounts due from or payable to Parent and affiliates were accumulated by the Company and, as of the Parent's fiscal year-end, September 30, 2014, the net amount was settled by way of capital contributions or distributions. Changes in amounts due from or payable to Parent or affiliates are presented as a financing activity in the statement of cash flows, except as related to expenditures attributable to property and equipment. For the three months from October 1, 2014 to December 31, 2014, the net amount was not settled by way of capital contributions or distributions.

RECOLOGY WESTERN OREGON - TRANSFER STATION, INC.

(A Wholly Owned Subsidiary of Recology Inc.)

Notes to Financial Statements

December 31, 2014

(6) Employee Stock Ownership Plan

In 1986, the Parent established an employee stock ownership plan and trust, which purchased all of the Parent's outstanding stock. The ESOP is a noncontributory plan that covers substantially all of the employees of the Company and other Recology subsidiaries. Employees, except under certain conditions, become fully vested after a requirement of three years of service. No vesting occurs until the full service requirement is satisfied.

The Parent's common stock is not traded on an established market. Presently, all shares are held by the ESOP. All distributions will be made from the ESOP in cash, which is received from Recology, or shares, subject to immediate repurchase by Recology. A participant who is vested is entitled to begin receiving a distribution from his or her ESOP account at a future date following his or her termination of employment. Distributions may be made in a lump-sum, equal annual installments over a period generally not to exceed five years, or a combination of the foregoing, generally as determined by the ESOP Administrative Committee (the Committee). The Committee also generally determines the time and manner of distributions, subject to the following limitations: (i) in the event of a participant's retirement, disability, or death, distribution must begin prior to September 30 of the plan year following the plan year in which employment terminates; and (ii) if a participant's employment terminates for any other reason, distribution must begin prior to September 30 of the sixth plan year following the plan year in which employment terminates, although the Committee may further defer distributions that are not attributable to post-1986 shares until the participant reaches the age that he or she would be required to reach in order to qualify for retirement under the ESOP. Each participant who has attained age 55 and has participated in the ESOP for at least 10 years may elect to receive cash distributions for in-service withdrawals attributable to post-1986 shares allocated to his or her account. An eligible participant is entitled to elect payment attributable to as much as 25% of his or her eligible shares during the first five years of election and up to 50% of eligible shares in the sixth year. The cash distributions are based upon the appraised value of Recology stock and other assets, if any, as of the most recent valuation of the participant's account.

The Parent makes contributions to the ESOP to make benefit payments to eligible participants under the Plan.

(7) Subsequent Events

The Company has evaluated its subsequent events through March 30, 2015, which is the date the financial statements were available for issuance. As a result of the evaluation, we are not aware of any material modifications that should be made to these financial statements for them to be in conformity with generally accepted accounting principles.

SUPPLEMENTARY INFORMATION

RECOLOGY WESTERN OREGON - TRANSFER STATION, INC.

(A Wholly Owned Subsidiary of Recology Inc.)

Schedule of Expenses

For the year ended December 31, 2014

Operational expenses	
Contract labor	\$ 155
Depreciation	43,572
Franchise fees	229,361
Fuel	16,395
Insurance	22,465
Supplies	19,525
Operational lease expense	149,727
Purchase of recyclables	395
Refuse transportation	676,926
Repair and maintenance	152,411
Taxes and licenses	19,027
Freight	88,599
Other operational expenses	7,942
	<u>\$ 1,426,500</u>
General and administrative expenses	
General administration allocation	\$ 317,635
Regional management and accounting fees	132,083
Advertising and promotion	4,339
Bad debt	10,473
Contributions	1,867
Billing services	12,675
Dues and subscriptions	4,116
Education and training	708
Bank service charges	6,683
Meals and entertainment	1,862
Office supplies	11,208
Postage	479
Professional services	10,025
Telephone	20,065
Travel	3,554
Other administration	8,416
	<u>\$ 546,188</u>

See independent accountant's review report.



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

June 23, 2015

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: **AUTHORIZATION TO APPROVE IGA WITH BENTON COUNTY – STREET STRIPING**

DISCUSSION/ANALYSIS

The Public Works Department oversees annual centerline street striping. For over a decade, Benton County Oregon has assisted the City with this work through an Intergovernmental Agreement (IGA). Benton County provides their striping crew, equipment, and materials. Astoria Public Works provides public notice, striping guidance, traffic control, and clean-up. This approach has proved to be a very efficient and cost effective solution to our annual striping needs. The work is typically completed in late August or early September and costs approximately \$5,800 per year. A recent request for a quote from a commercial striping company for the same work came in at \$11,000.

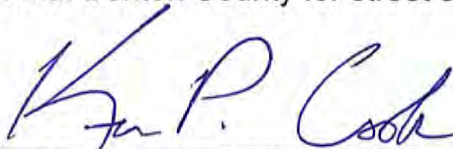
Benton County has similar agreements for many other public agencies, including the City of Seaside, Lincoln County, City of Albany, City of Philomath, Polk County, ODOT, etc.

The duration of the IGA is for one year, with the ability to extend the agreement for up to five years. The previous agreement with Benton County has expired. The new IGA will allow the City to continue our relationship with Benton County until 2019. The City Attorney has reviewed the agreement and approves as to form.

RECOMMENDATION

It is recommended that City Council approve the IGA with Benton County for street striping services for the five year agreement duration.

Submitted By



Ken P. Cook, Public Works Director

Prepared By



STEVE RUGGLES

Steve Ruggles, Engineering Technician

INTERGOVERNMENTAL AGREEMENT FOR STRIPING
Between The City of Astoria
and Benton County

THIS AGREEMENT entered into by and between Benton County, a political subdivision of the State of Oregon, hereinafter referred to as BENTON, and The City of Astoria, 1095 Duane Avenue, Astoria, Oregon 97103, also a political subdivision of the State of Oregon, hereinafter referred to as ASTORIA.

RECITALS

1. Whereas, it is the policy of Benton County to offer services to other public agencies where feasible; and
2. By the authority granted in ORS 190.110, 366.770, and 366.574 and 366.775, counties may enter into cooperative agreements with the state, counties, cities and units of local governments for the performance of work on certain types of maintenance or improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties; and
3. BENTON and ASTORIA desire to enter into this agreement to provide for Benton County to maintain the striping on certain sections of roads currently maintained by The City of Astoria. ASTORIA road sections are those listed on Exhibit A, attached hereto and by this reference made a part hereof, plus those sections of The City of Astoria roads requesting to be done at the discretion of ASTORIA. A Work Order Authorization, shown as Exhibit B, attached hereto and by this reference made a part hereof, shall be used by ASTORIA to request striping on road not shown on Exhibit A.
4. The terms of this agreement shall be in effect from the date of final execution by both parties, for a period of one year and may be extended in the form of a yearly amendment for a period of up to five years. At time of yearly renewal, this agreement may be amended to adjust for increase or decrease in material plus labor and equipment costs, subject to approval by The City of Astoria.
5. Both parties shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under this agreement, including, without limitation, the applicable provisions of ORS chapters 279A, B and C, particularly 279C.500, 279C.510, 279C.515, 279C.520 and 279C.530, as amended by this reference made a part hereof. Without limiting the generality of the foregoing, both parties expressly agree to comply with: (i) Title VI of Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

6. Payment for said service shall not exceed a maximum amount of \$25,000 per year.

NOW, THEREFORE, the premises being in general as stated in for foregoing RECITALS, it is agreed by the and between the parties hereto as follows:

ASTORIA OBLIGATIONS

1. Upon receipt of certified billing by BENTON submitted to ASTORIA after each striping season, ASTORIA shall pay BENTON for 100 percent of costs incurred in the performance of the work described herein. Billings shall be for actual labor, equipment, and material costs for lineal foot applied.
2. ASTORIA may, at ASTORIA'S expense, supply all paint and glass bead materials necessary for the performance of the work described herein. ASTORIA shall have materials placed at mutually agreed storage sites.
3. ASTORIA hereby grants BENTON the authority to enter onto and occupy ASTORIA right-of-way for the purpose of performing the obligations stated herein.
4. ASTORIA certifies, at the time this agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this agreement.

BENTON OBLIGATIONS

1. BENTON may upon request by ASTORIA supply materials to include paint and beads for completion of the project.
2. BENTON shall stripe only shoulder lines, bike lane lines, and centerlines of The City of Astoria roads, as requested by ASTORIA in writing. All markings and legends shall be done by ASTORIA. All striping shall conform to the standards cited in the current edition of the Oregon Department of Transportation's "Traffic Line Manual," 2011 edition, revised June 2012, and the current Oregon Bicycle and Pedestrian Plan.
3. BENTON may paint the first striping coat in the summer season of each calendar year, with ASTORIA having the option to request BENTON to stripe a second coat in the fall season of each calendar year, time and weather permitting. ASTORIA shall inform BENTON by August 1st of each year if a fall striping is necessary.
4. BENTON shall attempt to incorporate the requested striping into current workload and may adjust current striping routes to incorporate said striping up to a twice-per-year frequency time and weather permitting.
5. BENTON shall present properly certified bills for 100 percent of actual costs incurred on behalf of the project directly to ASTORIA's liaison person for review and approval.

Such bills shall be in a form acceptable to ASTORIA and documented in such a manner as to be easily verified. Billing shall be presented upon completion of that season's striping, based on actual expenses to date; annual amount will be authorized per Exhibit B. Billings shall be for actual labor, equipment and material costs for lineal foot applied.

6. Cost records and accounts pertaining to the work covered by this agreement shall be kept available for inspection by BENTON for a period of three years following date of final payment. Copies of such records shall be made available upon request.
7. BENTON shall be responsible for all costs related to its employment of individuals to perform the work under this agreement, including but not limited to PERS contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
8. BENTON shall not enter into any subcontracts for any of the work scheduled under this agreement without obtaining prior written approval from ASTORIA.
9. BENTON accepts liability, up to its constitutional and statutory limits, for any accidents or damage occurring as a result of BENTON'S negligent acts when BENTON personnel are working on ASTORIA property.

GENERAL PROVISIONS

1. Any new striping required, such as on new construction or repaving projects, may be done by either party. ASTORIA shall be responsible for all layout of proposed striping. A copy of the striping plans shall be provided to the striping crew prior to line application. Any new construction or repairing projects shall be applied at actual cost.
2. BENTON, its subcontractors, if any, and all employers working under this agreement are subject employers under the Oregon Workers Compensation Law and shall comply with ORS 656.017, which requires them to provide workers compensation coverage for all their subject workers.
3. This agreement may be terminated by mutual consent of both parties, or by either party upon 30 days' written notice, delivered by certified mail or in person. ASTORIA may terminate this agreement effective upon delivery of written notice to BENTON, or at such later date as may be established by ASTORIA, under any of the following conditions, but not limited to these conditions:
 - a. If BENTON fails to provide services called for by this agreement within the time specified herein or any extension thereof.
 - b. If BENTON fails to perform any of the other provisions of this agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice

from ASTORIA fails to correct such failures within 10 days or such longer period as ASTORIA may authorize.

4. ASTORIA shall have access to the books, documents, papers, and records of BENTON, which are directly pertinent to this specific agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals as of the day and year hereinafter written.

Benton County

The City of Astoria

By: _____
Josh Wheeler, P.E.

Title: Public Works Director &
Contracting Officer

Title

Date: _____

Approved as to Form:



Digitally signed by
com.apple.idms.appleid.prd.49317566476d4a3867754
144546f59324e744d354e773d3d
DN:
cn=com.apple.idms.appleid.prd.49317566476d4a3867
754144546f59324e744d354e773d3d
Date: 2015.06.11 09:29:32 -0800

Approved as to Form:

Date

Date

**EXHIBIT B
WORK ORDER AUTHORIZATION**

ASTORIA requesting BENTON to perform work:

Under the terms of the Benton County and The City of Astoria, which is hereby incorporated by reference, the following project work is authorized:

Project Name: Striping on The City of Astoria roads

Total Authorized Amount this Work Order \$ _____

Work Order Start Date: _____ Work Order End Date: _____

SCOPE OF WORK: Work necessary to complete striping on roads as described in original Agreement.

General Description of Project/List of roads is on Attachment A.

ACCEPTANCE OF TERMS AND ACTION APPROVED BY ASTORIA I acknowledge and certify that the work in this work order authorization is within the scope of work of the original Agreement.

Benton County's Public Works Director or designee Date

ACCEPTANCE OF TERMS BY ASTORIA

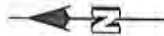
Authorization Date

c: **The City of Astoria**
Benton County Public Works

COLUMBIA RIVER CITY OF ASTORIA
STREETS & ROAD MAP FOR STRIPING

SCALE IN FEET
0 100 200 300 400 500 600 700 800 900 1000

SCALE IN METERS
0 100 200 300 400 500 600 700 800 900 1000



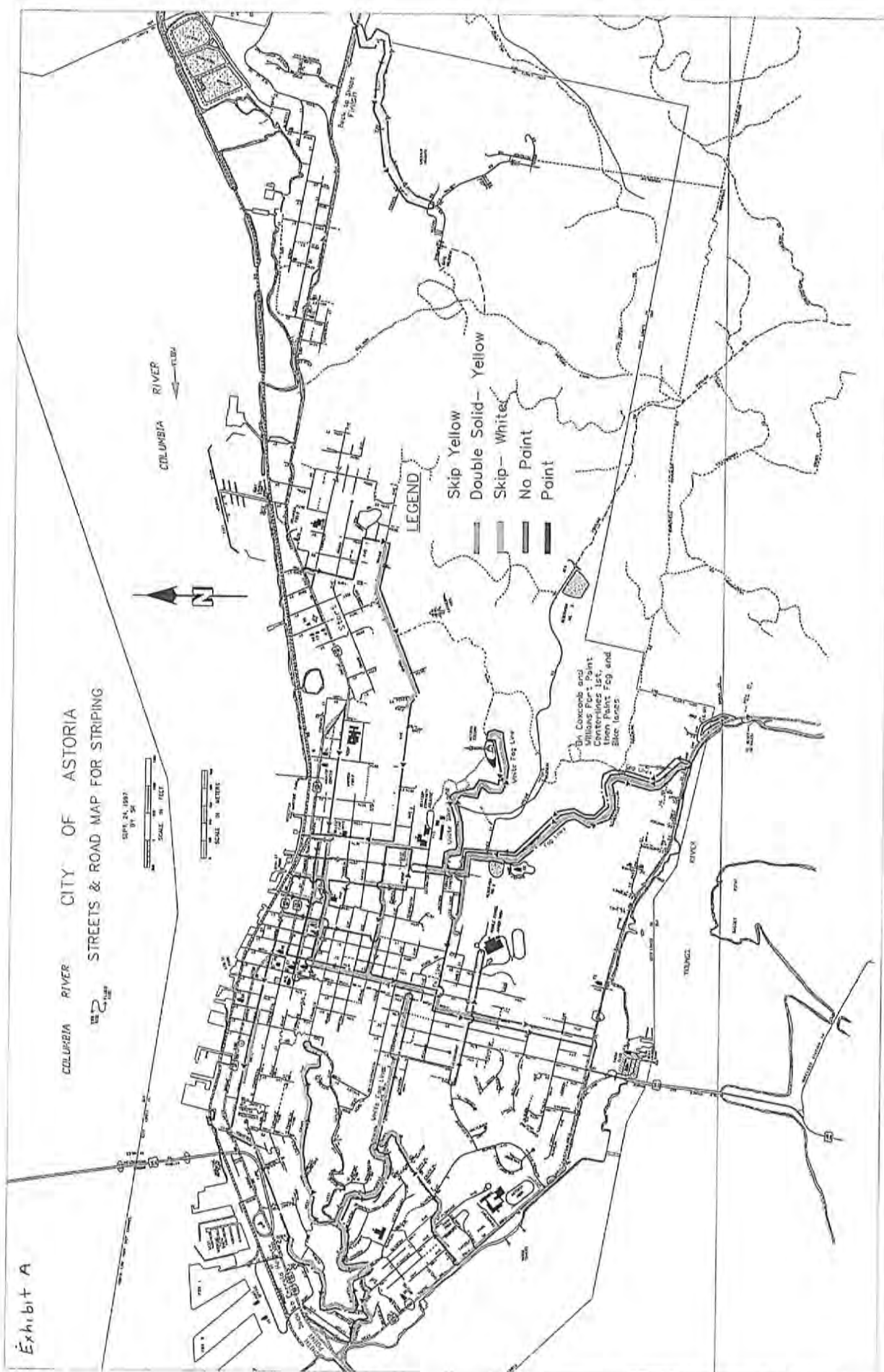
COLUMBIA RIVER

LEGEND

- Skip Yellow
- Double Solid— Yellow
- Skip— White
- No Paint
- Point



On Concord and
Clatsop River Point
Clatsop River Point
from Point Fog and
Star Island






CITY OF ASTORIA
Founded 1811 • Incorporated 1856

June 12, 2015

MEMORANDUM

TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: **2015 CRACK SEALING PROJECT - AUTHORIZATION TO AWARD**

DISCUSSION/ANALYSIS

As part of the City's pavement maintenance program, crack sealing is proposed for selected streets to help prevent accelerated asphalt deterioration due to rainwater infiltration saturating the road base. The crack sealing project is part of the larger pavement preservation effort that includes maintenance patching, street reconstruction, and major overlay work.

City staff has completed a citywide pavement survey of the most heavily traveled streets. Using that survey, staff compiled a list of streets that are good candidates for crack sealing. The list of streets is detailed in the attached Request for Quotes. It is anticipated that this work will be completed with minimal traffic disruption to City residents.

While the project solicitation was sent to thirteen prospective crack sealing contractors, only one quote was received for the work.

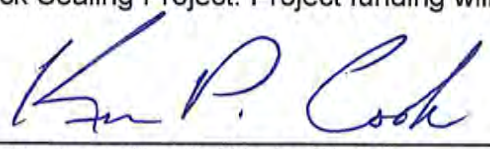
Contractor	Total Quote
Affordable Asphalt Company	\$16,691.35

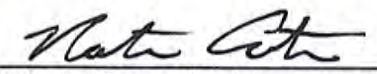
The quote received is less than the Engineer's Estimate and represents a very competitive price, despite being the only quote provided.

The contract has been approved as to form by the City Attorney.

RECOMMENDATION

It is recommended that City Council authorize award of a construction contract to Affordable Asphalt Company in the amount of \$16,691.35 for the 2015 Crack Sealing Project. Project funding will come from the Astoria Road District Fund (Fuel Tax Fund).

Submitted By 
Ken P. Cook, Public Works Director

Prepared By 
Nathan Crater, Assistant City Engineer

60.01.00 - GENERAL

THIS AGREEMENT, made and entered into this ____ day of _____, 2015, by and between Affordable Asphalt Company, 855 Trosper Rd SW #108-248, Tumwater, WA 98512, 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:

2015 Crack Sealing Project

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

60.3.00 - COMPLETION OF CONTRACT

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

60.4.00 - CONTRACT PRICE

The contract price for this project is \$16,691.35. Payment will be made in accordance with ORS 279C.560 including progress payments at the end of each month. Retainage will be withheld in accordance with ORS 279C.550 - .565.

60.5.00 - CONTRACT DOCUMENTS

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

60.6.00 - CHANGES IN WORK

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

A. An increase or decrease of more than 25 percent of the total cost of the work calculated from the original proposal quantities and the unit contract prices; or,

B. An increase or decrease of more than 25 percent in the quantity of any one major contract item.

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

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

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

60.7.00 - COMPLIANCE

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

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

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

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

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

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

It is the policy of the City of Astoria that no person shall be denied the benefits of or be subject to unlawful discrimination in any City program, service, or activity on the grounds of age, disability, race, religion, color, national origin, sex, sexual orientation, gender identity/ expression. Contractor, its employees, agents and subcontractors shall comply with this policy.

60.8.00 - ADDITIONAL CONTRACTOR RESPONSIBILITIES

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

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

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

60.9.00 - CONTRACTOR IS INDEPENDENT CONTRACTOR

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

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

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

60.10.00 SUBCONTRACTS - RELATIONS WITH SUBCONTRACTORS, ASSIGNMENTS AND DELEGATION

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

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

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

(a) A payment clause that obligates the **CONTRACTOR** to pay the first-tier subcontractor for satisfactory performance under its subcontract within 10 day out of

such amounts as are paid to the **CONTRACTOR** by the contracting agency under the contract; and

(b) An interest penalty clause that obligates the **CONTRACTOR**, if payment is not made within 30 days after receipt of payment from the contracting agency, to pay to the first-tier subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract under paragraph (a) of this subsection. A **CONTRACTOR** or first-tier sub-contractor may not be obligated to pay an interest penalty if the only reason that the **CONTRACTOR** or first-tier sub-contractor did not make payment when payment was due is that the **CONTRACTOR** or first-tier subcontractor did not receive payment from the contracting agency or **CONTRACTOR** when payment was due. The interest penalty shall be: (A) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and (B) Computed at the rate specified on ORS 279C.515 (2).

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

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

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

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

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

60.11.00 - EARLY TERMINATION

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

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

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

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

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

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

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

60.12.00 - CANCELLATION FOR CAUSE

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

60.13.00 - NONWAIVER

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

60.13.01 - REMEDIES

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

- (A) Reducing or withholding payment;
- (B) Requiring the contractor to perform, at the contractor's expense, additional work necessary to perform the identified scope of work or meet the establish performance standards; or
- (C) Declaring a default, terminating the public contract, and seeking damages and other relief available under the terms of the public contract or other applicable law.
- (D) Liquidated damages as calculated in Division 98, Supplementary Conditions, Section 108.6.00

60.14.00 - SUIT OR ACTION

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

60.15.00 - CONFLICT BETWEEN TERMS

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

60.16.00 - INDEMNIFICATION

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

60.17.00 - WORKERS' COMPENSATION

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

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

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

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

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

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

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

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

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

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

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

60.20.00 - HOURS OF LABOR

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

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

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

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

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

E. **CONTRACTOR** will comply with the requirements of ORS 279C.545 regarding time limitation or claim for overtime, posting of circular.

60.21.00 - PAYMENT OF MEDICAL CARE

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

60.22.00 - DRUG TESTING PROGRAM

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

60.23.00 - PREVAILING WAGE RATE

A. **Prevailing Wage Rate.** If this contract is subject to both ORS 279C.800 to ORS 279C.870 and the Davis-Bacon Act (40 USC 3141 *et seq*) every contract and subcontract must provide that the worker whom the **CONTRACTOR**, subcontractor, or other person who is a party to the contract uses in performing all or part of this contract, must be paid not less than the higher of the applicable state prevailing rate of wage for each trade or occupation as defined by the Commissioner of the Bureau of Labor and Industries in the applicable publication entitled *Definitions of Covered Occupations for Public Works Contracts in Oregon* or federal prevailing rate of wage. A current copy (title page only) of Prevailing wage Rates for Public Works contracts in Oregon is included in Section 40 of the specifications. A web site where these publications are available is <http://eqov.oregon.gov/BOLI/WHDPWR/pwr.state.shtml>.

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

requiring the subcontractor to have a public works bond on file with the Construction Contractors Board before starting work on the project, unless exempt under the terms of ORS 279C.836.

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

60.24.00 – INSURANCE

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

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

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

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

60.25.00 - PERFORMANCE AND PAYMENT BOND

The CONTRACTOR will not be required to furnish a performance bond or payment bond for this project.

60.26.00 - CERTIFICATION OF COMPLIANCE WITH TAX LAWS

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

60.26.01 - CITY OCCUPATION TAX

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

60.27.00 - NO THIRD PARTY BENEFICIARIES

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

APPROVED AS TO FORM:



City Attorney

Copyright Lexipol, LLC
eSignatures.com, Inc. All rights reserved.
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eSignatures.com, Inc. All rights reserved.
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CITY OF ASTORIA, a municipal of the
State of Oregon

BY: _____
Mayor Date

ATTEST:

Contractor Date

City Manager Date

#	Item Description	Quantity	Unit	Unit Price	Total
1	Mobilization	1	LS	1500.00	\$ 1500.00
2	Traffic Control	1	LS	2500.00	\$ 2500.00
3	Crack Sealing	20,145	LF	\$ 0.63	\$ 12691.35
Total Quote					\$ 16691.35

Please review the attached project specification and sample City construction contract. The City will execute this contract with the selected Contractor.

The City may modify the project scope to match the available funding.

The Contractor shall read and comply with the attached documents before finalizing a quote. **Quotes are due June 9, 2015 by 2:00 p.m.**

Please send sealed quotes to:

Nathan Crater, P.E.
Assistant City Engineer
1095 Duane St
Astoria, OR 97103

Fax and emailed quotes are acceptable, but will require acknowledgement of receipt. All work and material shall meet APWA and City of Astoria Standards and Special Provisions.

June 8, 2015
DATE SIGNED

Affordable Asphalt Company
OFFEROR
John M. L. Project Manager
SIGNED (NAME AND TITLE)
855 Trespan Rd SW #108-248
MAILING ADDRESS
Turnwater, WA 98512
CITY, STATE, AND ZIP CODE
PHONE NUMBER: (360) 918-9694
CORPORATION: X YES NO
IF NO, TAX ID NUMBER OR SOCIAL
SECURITY NUMBER: _____
CONTRACTOR BOARD NO. 203971




CITY OF ASTORIA
Founded 1811 • Incorporated 1856

June 21, 2015

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: AWARD CONTRACT TO REPAIR AND UPGRADE THE HVAC SYSTEM AT THE ASTORIA AQUATIC CENTER

DISCUSSION/ANALYSIS

The heating, ventilating, and air conditioning (HVAC) system at the Astoria Aquatic Center, which controls the facilities water temperatures, boilers, and humidity; is in need of repair and updates.

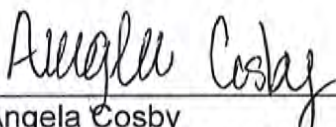
The original system installed in 1997 operated on a Disk Operating System (DOS), which has grown out of date and main computer system is on the verge of crashing. Over the past several years upgrades to convert the DOS system to a Windows Operating System have taken place as funds were available, approximately 80% of the system has been updated. Additionally, the two heating coils that assist in transferring water through the heat exchange and boiler efficiently have broken and are in need of replacement.

Request for Quotes were published in the Daily Astorian, sent to individual contractors, and entered into an online database run by Contractor Plan Center, Inc. in Milwaukie, Oregon. Staff received one bid:

P&L Johnson	\$42,500
-------------	----------

RECOMMENDATION

It is recommended that the City Council award a contract with P&L Johnson in the amount of \$42,500 to repair and update the HVAC system at the Astoria Aquatic Center. This expense was included in the annual budget process and there are sufficient funds in the Capital Improvement Fund to cover this purchase.

By: 
Angela Cosby
Director of Parks & Recreation

<p style="text-align: center;">CITY OF ASTORIA CONTRACT FOR GOODS AND SERVICES</p>
--

CONTRACT:

This Contract, made and entered into this ____ day of _____, 2015 by and between the City of Astoria, a municipal corporation of the State of Oregon, hereinafter called "CITY", P & L- Johnson Mechanical, Inc. 429 Gateway Avenue, PO Box 595, Astoria, OR 97103, hereinafter called "CONTRACTOR", duly authorized to do business in Oregon.

W I T N E S S E T H

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

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

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

1. CONTRACTOR GOODS AND SERVICES

A. CONTRACTOR shall provide goods and services for the City of Astoria, as outlined in its Attachment A, which by this reference is incorporated herein.

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

C. CONTRACTOR services shall be performed as expeditiously as is consistent with professional skill and the orderly progress of work. All work shall be completed no later than September 15, 2015.

2. COMPENSATION

A. The CITY agrees to pay CONTRACTOR a total not to exceed \$42,500 for providing goods and performance of those services provided herein;

B. The CONTRACTOR will submit a billing upon the completion of work

C. CITY certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract.

3. CONTRACTOR IDENTIFICATION

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

4. CITY'S REPRESENTATIVE

For purposes hereof, the CITY'S authorized representative will be Jonah Dart-McLean, City of Astoria, 1095 Duane Street, Astoria, Oregon, 97103, (503) 741-1600.

5. CONTRACTOR'S REPRESENTATIVE

For purposes hereof, the CONTRACTOR'S authorized representative will be Dale Johnson.

6. CITY'S OBLIGATIONS

In order to facilitate the work of the CONTRACTOR as above outlined, the CITY shall furnish to the CONTRACTOR access to all relevant site information which is in the City's possession concerning the project area. In addition, the CITY shall act as liaison for the CONTRACTOR, assisting the CONTRACTOR with making contacts and facilitating meetings, as necessary.

7. CONTRACTOR IS INDEPENDENT CONTRACTOR

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

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

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

8. CANCELLATION FOR CAUSE

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

9. ACCESS TO RECORDS

CITY shall have access to such books, documents, papers and records of contract as are directly pertinent to this contract for the purposes of making audit, examination, excerpts and transcripts.

10. FORCE MAJEURE

Neither CITY nor CONTRACTOR shall be considered in default because of any delays in completion of responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the party so 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 CONTRACTOR of any of the terms of this Contract or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.

12. ATTORNEY'S FEES

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

13. APPLICABLE LAW

The law of the State of Oregon shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it.

14. CONFLICT BETWEEN TERMS

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

15. INDEMNIFICATION

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

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

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

16. INSURANCE

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

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

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

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

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

17. CITY'S BUSINESS LICENSE

Prior to beginning work, the CONTRACTOR shall have a current City of Astoria business license (occupational tax). Before permitting a subcontractor to begin work, CONTRACTOR shall verify that subcontractor has a current City of Astoria business license.

18. WORKMEN'S COMPENSATION

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

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

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

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

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

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

20. NONDISCRIMINATION

It is the policy of the City of Astoria that no person shall be denied the benefits of or be subject to unlawful discrimination in any City program, service, or activity on the grounds of age, disability, race, religion, color, national origin, sex, sexual orientation, gender identity/expression. Contractor, its employees, agents and subcontractors shall comply with this policy.

21. PAYMENT OF MEDICAL CARE

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

22. OVERTIME

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

23. STANDARD OF CARE

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

24. NO THIRD PARTY BENEFICIARIES

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

25. SEVERABILITY AND SURVIVAL

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

26. COMPLETE CONTRACT

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

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

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

P & L- Johnson Mechanical, Inc.

By: Arline LaMear, Mayor

Date

By: Dale Johnson, President

Date

By: R. Brett Estes, City Manager

Approved as to form:



City Attorney

Digitally signed by
com.apple.idms.appleid.prd.493175664
76d4a3867754144546f59324e744d354
e773d3d
DN:
cn=com.apple.idms.appleid.prd.49317
566476d4a3867754144546f59324e744
d354e773d3d
Date: 2015.06.30 09:00:35 -08'00'

P&L JOHNSON

MECHANICAL INC.

DESIGN * INSTALLATION * SERVICE
HEATING & COOLING * BOILERS * COMMERCIAL REFRIGERATION

To: Astoria Aquatic Center
From: P&L-Johnson Mechanical
Date: May 29, 2015
RE: HVAC control system upgrade/preheat coils

P&L-Johnson Mechanical is submitting the following quote for the above project. The quote is to include:

- Five digital controllers/expansion modules.
- Various temperature sensors, relays & transformers.
- Control wiring and conduit.
- One control cabinet.
- Magnetic water valve components.
- Carrier IVU server.
- Controller programming & engineering.
- Labor for all control items.
- Preheat coils for ASU-1.
- Piping for ASU-1.
- Labor for ASU-1.
- Air control dampers in preheat cells as needed.
- Air balance of control dampers.
- Performance/payment bond.
- System start up and test.

Lump sum quote for this project is \$ 42,500

Please call if you have any questions regarding this quote.

Sincerely,



Dale Johnson



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

Astoria Aquatic Center HVAC REQUEST FOR QUOTES

The City of Astoria Parks and Recreation (The City) is requesting quotes to complete HVAC control system upgrades and purchase pre-heat coils for its ASU-1 ventilation system at the Astoria Aquatic Center.

The following items must be completed/installed:

Five digital controllers/expansion modules.
Various temperature sensors, relays & transformers.
Control wiring & conduit
One control cabinet
Magnetic water valve components
Carrier IVU web server

Purchasing of pre-heat coils for the ASU-1 ventilation system is also needed in this quote. Last winter both coils failed and have been isolated from the heating system.

Contractor must provide proof of a performance/payment bond. Contractor will be required to comply with all BOLI (prevailing wage) requirements applicable.

Work may commence on or after September 8, 2015 and must be complete no later than September 19, 2015

Quotes are due May 29, 2015 by 2:00 p.m. Please send sealed quotes to:

Pam Pearce
Astoria Aquatic Center
1997 Marine Drive
Astoria, OR 97103
ppearce@astoria.or.us

Email submission of quotes is acceptable, but will require acknowledgement of receipt
Lump Sum Quote: \$_____ Work can be completed by _____, 2015

DATE SIGNED

OFFEROR

SIGNED (NAME AND TITLE)

MAILING ADDRESS

CITY, STATE, AND ZIP CODE

PHONE NUMBER: _____

CORPORATION: _____ YES _____ NO

IF NO, TAX ID NUMBER OR SOCIAL

SECURITY NUMBER: _____

CONTRACTOR BOARD NO. _____




CITY OF ASTORIA

Founded 1811 • Incorporated 1856

June 21, 2015

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: AWARD CONTRACT TO RESURFACE LAP POOL AND LEISURE POOL

DISCUSSION/ANALYSIS

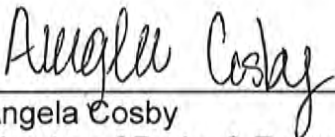
The Lap Pool and Leisure Pool are the main amenities within the Astoria Aquatic Center, located at 1997 Marine Drive, and are in need of resurfacing. The current plaster is worn thin and exposing the concrete pool floor in many locations. If not corrected, significant damage will be caused to the structure of the Lap Pool and Leisure Pool. Pool plaster has an estimated life span of 7-10 years before needing to be replaced. The current pool plaster is 18 years old, and the original plaster from the Astoria Aquatic Centers construction in 1997.

Request for Quotes were published in the Daily Astorian, sent to individual contractors, and entered into an online database run by Contractor Plan Center, Inc. in Milwaukie, Oregon. Staff has received two bids for preparing and resurfacing the Lap Pool and Leisure Pool with a Krystalkrete, Krystal Blue, and Quartz finish. The bids are as follows:

Anderson Pool Works	\$77,564
Premier Pool and Spa	\$94,000

RECOMMENDATION

It is recommended that the City Council award a contract with Anderson Pool Works in the amount of \$77,564 to prepare and resurface the Lap Pool and Recreation Pool with a Krystalkrete, Krystal Blue, and Quartz finish. This expense was included in the annual budget process and there are sufficient funds in the Capital Improvement Fund to cover this purchase.

By: 
Angela Cosby
Director of Parks & Recreation

<p style="text-align: center;">CITY OF ASTORIA CONTRACT FOR GOODS AND SERVICES</p>
--

CONTRACT:

This Contract, made and entered into this ____ day of _____, 2015 by and between the City of Astoria, a municipal corporation of the State of Oregon, hereinafter called "CITY", The Anderson Group, Inc., dba Anderson Pool Works, 9500 SW Boeckman Road, Wilsonville, OR 97070, hereinafter called "CONTRACTOR", duly authorized to do business in Oregon.

WITNESSETH

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

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

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

1. CONTRACTOR GOODS AND SERVICES

A. CONTRACTOR shall provide goods and services for the City of Astoria, as outlined in its Attachment A, which by this reference is incorporated herein.

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

C. CONTRACTOR services shall be performed as expeditiously as is consistent with professional skill and the orderly progress of work. All work shall be completed no later than September 15, 2015.

2. COMPENSATION

A. The CITY agrees to pay CONTRACTOR a total not to exceed \$77,564.00 for providing goods and performance of those services provided herein;

B. The CONTRACTOR will submit a billing upon the completion of work

C. CITY certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract.

3. CONTRACTOR IDENTIFICATION

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

4. CITY'S REPRESENTATIVE

For purposes hereof, the CITY'S authorized representative will be Jonah Dart-McLean, City of Astoria, 1095 Duane Street, Astoria, Oregon, 97103, (503) 741-1600.

5. CONTRACTOR'S REPRESENTATIVE

For purposes hereof, the CONTRACTOR'S authorized representative will be Brody Anderson.

6. CITY'S OBLIGATIONS

In order to facilitate the work of the CONTRACTOR as above outlined, the CITY shall furnish to the CONTRACTOR access to all relevant site information which is in the City's possession concerning the project area. In addition, the CITY shall act as liaison for the CONTRACTOR, assisting the CONTRACTOR with making contacts and facilitating meetings, as necessary.

7. CONTRACTOR IS INDEPENDENT CONTRACTOR

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

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

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

8. CANCELLATION FOR CAUSE

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

9. ACCESS TO RECORDS

CITY shall have access to such books, documents, papers and records of contract as are directly pertinent to this contract for the purposes of making audit, examination, excerpts and transcripts.

10. FORCE MAJEURE

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

11. NONWAIVER

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

12. ATTORNEY'S FEES

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

13. APPLICABLE LAW

The law of the State of Oregon shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it.

14. CONFLICT BETWEEN TERMS

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

15. INDEMNIFICATION

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

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

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

16. INSURANCE

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

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

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

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

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

17. CITY'S BUSINESS LICENSE

Prior to beginning work, the CONTRACTOR shall have a current City of Astoria business license (occupational tax). Before permitting a subcontractor to begin work, CONTRACTOR shall verify that subcontractor has a current City of Astoria business license.

18. WORKMEN'S COMPENSATION

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

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

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

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

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

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

20. NONDISCRIMINATION

It is the policy of the City of Astoria that no person shall be denied the benefits of or be subject to unlawful discrimination in any City program, service, or activity on the grounds of age, disability, race, religion, color, national origin, sex, sexual orientation, gender identity/expression. Contractor, its employees, agents and subcontractors shall comply with this policy.

21. PAYMENT OF MEDICAL CARE

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

22. OVERTIME

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

23. STANDARD OF CARE

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

24. NO THIRD PARTY BENEFICIARIES

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

25. SEVERABILITY AND SURVIVAL

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

26. COMPLETE CONTRACT

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

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

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

The Anderson Group, Inc., dba Anderson Pool Works

By: Arline Lamear, Mayor

Date

By: Brody Anderson, Secretary

Date

By: R. Brett Estes, City Manager

Approved as to form:



Digitally signed by
com.apple.idms.appleid.prd.4931756647
6d4a3867754144546f59324e744d354e77
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DN:
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Date: 2015.06.30 08:33:05 -08'00'

City Attorney



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

**Astoria Aquatic Center Pool Plaster
REQUEST FOR QUOTES**

The City of Astoria Parks and Recreation (The City) is requesting quotes to re-plaster two pools at the Astoria Aquatic Center. The Lap Pool and the Leisure Swimming Pool currently have the original plaster installed from 1998. This plaster is in need of repair.

Both pools will be prepped and resurfaced with a Krystalkrete, Krystalblue surface. A white, non-pigmented pool surface will be used.

The Astoria Aquatic Center will have the pools empty of water before work is completed.

Included in this project will be new inlet circulation fittings (as necessary), Virginia Graeme Baker Pool and Spa Safety Act main drain covers, and one new hydrostatic relief valve. The existing racing line tile, break line tile, and bench tile will remain the same.

The City understands that the saw cuts made during the original design of these pools do not leak. The new pool surface material will overlay the existing saw cuts.

Contractor must provide proof of performance/payment bond. Contractor will be required to comply with all BOLI (prevailing wage) requirements applicable.

Work may commence on or after September 8, 2015 and must be complete no later than September 19, 2015

Quotes are due May 29, 2015 by 2:00 p.m. Please send sealed quotes to:

Pam Pearce
Astoria Aquatic Center
1997 Marine Drive
Astoria, OR 97103
ppearce@astoria.or.us

Email submission of quotes is acceptable, but will require acknowledgement of receipt.
Lump Sum Quote: \$_____ Work can be completed by _____, 2015

DATE SIGNED

OFFEROR

SIGNED (NAME AND TITLE)

MAILING ADDRESS

CITY, STATE, AND ZIP CODE

PHONE NUMBER: _____

CORPORATION: _____ YES _____ NO

IF NO, TAX ID NUMBER OR SOCIAL

SECURITY NUMBER: _____

CONTRACTOR BOARD NO. _____



ANDERSON POOLWORKS
THE ANDERSON GROUP, INC.
9500 SW Boeckman Road
Wilsonville, OR 97070
Phone: (503) 625-5628 Fax: (503) 625-3488
Oregon CCB #125440
Washington #ANDERP*903RH

PROPOSAL AND CONTRACT

PROJECT NAME: CITY OF ASTORIA POOL RENOVATION

DATE: JANUARY 7, 2015

ADDRESS: 1997 MARINE DRIVE, ASTORIA, OR 97103

CONTACT PERSON: PAM PEARCE, RECREATION COORDINATOR

P: 503-325-7027

E-MAIL: PPEARCE@ASTORIA.OR.US

WORK AND CONTRACT PRICE: ("Contractor") shall furnish labor, materials and service necessary to complete the following work ("Work") and for the following Contract Price:

The following recommendations are for the resurfacing of the existing swimming pools located at the Astoria Aquatic facility.

Lap swimming pool:

Prep and resurface the lap swimming pool with quartz finish.....\$51,884.00 3 year warranty. www.clindustries.com Krystalkrete, krystalblue.

OR

Prep and resurface the lap swimming pool with Hydrazzo.....\$52,763.00 3 year warranty. www.clindustries.com Arctic white.

Leisure swimming pool:

Prep and resurface the leisure swimming pool with quartz finish.....\$25,680.00 3 year warranty.

Or

Prep and resurface the leisure pool with Hydrazzo, arctic white.....\$26,460.00 3 year warranty.

***All the above prices are for white, non-pigmented pool surfaces unless otherwise specified.**

****Prices include all necessary preparation and application of the chosen surface material.**

Price(s) also include new inlet circulation fittings (as necessary), Virginia Graeme Baker Pool and Spa Safety Act main drain covers, and one new hydrostatic relief valve. The existing racing lane tile, break line tile, bench tile will remain.

The existing pool surfaces show signs of prior cracking due to day of construction techniques.

Obvious patch work has been done to hide the cracking for aesthetic purposes. The patch work will be removed during preparation work of the pool surfaces and will not be replaced. The new pool surface material will overlay the existing structural cracks and is not intended to 'fix' or repair the cracks. It is the understanding that the swimming pools do not leak from the cracks and the patch work serves no structural or repair purpose.

All tile and coping stone installations have a one year materials and workmanship warranty unless otherwise specified.

If we are doing any interior work without resurfacing, we will endeavor to perform the work without harm to the surface, but will not be responsible for any possible damage. We will not be responsible for the pool/spa surface acquiring any cracks, crazing, chips, de-laminations, hollows, discoloration, staining, etc. as a result of the vessel being empty of water for the amount of time required to complete the work. **Anderson Poolworks is not responsible for draining of the pool/spa for work commencement.** If the pool/spa owner does not possess the means to drain the pool/spa, Anderson Poolworks must be notified in advance.

Anderson Poolworks will not be responsible for filling the pool/spa with water or for balancing the water chemistry after the pool/spa is full unless other arrangements are made. **Unless specified, all necessary mechanical, electrical, low voltage and freshwater plumbing is excluded.**

These prices are good for 30 days. Prices may fluctuate due to unknown fuel and material costs.

Unless specifically stated otherwise above, the Work does *not* include permits, fees, assessments, soils or materials testing, surveying, or any design services. The Contract Price does not include sales tax, use tax, excise tax, business tax, or other similar taxes or duties. Customer shall pay all such taxes in addition to the Contract Price or, alternatively, shall provide Contractor with acceptable proof of tax exemption.

TERMS: The Contract Price shall be paid as follows ("Terms"):

One half of the total amount is expected when work begins and the final one half is then due on the day of job completion. Projects lasting longer than 30 days from start will be billed monthly with the final balance due upon completion. (In the early spring and summer one half of the total amount at job acceptance will hold your place in scheduling.) Past due balances are subject to a service charge of 1 ½% per month. Initial please _____

Payment by check or credit card is due on day of job completion. Initial please _____.

Past due balances are subject to a service charge of 1 ½% per month.

Additional services will be performed only with a written change order, signed by the Owner's and Andersons' representatives.

Escalation in the cost of materials or supplies, including vehicle fuel in excess of 5% prior to or during construction will be added to the following invoice as a contract change order.

Owner's responsibilities include electric and water service for construction and pool fill, access to site for equipment, and staging area for materials and supplies. Reasonable efforts are made to preserve landscaping and prevent damage to driveways, sidewalks, etc. However, unless specifically outlined herein, Anderson Poolworks will not be responsible for replacement or repair to these items.

Work will be scheduled according to order in which contract and deposit is received. All agreements are based on permit issuance by the local building department having jurisdiction. We reserve the right to withdraw or modify this proposal at any time prior to contract signing, as construction and material costs may rise.

THIS WRITTEN CONTRACT CONTAINS THE ENTIRE CONTRACT BETWEEN CONTRACTOR AND CUSTOMER, AND NO OTHER ORAL OR WRITTEN INDUCEMENT OR PROMISE HAS BEEN MADE TO OR EXTENDED FROM EITHER PARTY AS A PART OF THIS CONTRACT. THIS CONTRACT MAY BE CHANGED, AMENDED OR MODIFIED ONLY BY WRITTEN INSTRUMENT SIGNED BY CONTRACTOR.

DATED: _____

ANDERSON POOLWORKS
THE ANDERSON GROUP, INC.
OREGON CCB No. 125440
WASHINGTON #ANDERP*903RH

Signature: Brody Anderson

Print: Brody Anderson

Title: Vice President

ACCEPTANCE

Customer accepts this Contract by returning this Contract signed below to Contractor by accepting any part of Contractor's performance under this Contract. Upon acceptance, Customer agrees to be bound by the Terms and Conditions printed below. If acceptance fails to occur within ten (10) days of the date above, this Contract shall be void unless accepted by Contractor. By signing below or by accepting any part of Contractor's performance under this Contract, Customer also acknowledges receipt of the Consumer Protection Notice, Notice of Procedure, and the Information Notice to Owner About Construction Liens.

ACCEPTANCE DATED: _____

CUSTOMER

Signature: _____

Print: _____

Title: _____

TERMS AND CONDITIONS

1. **WORK.** Contractor will furnish all services, labor and materials necessary to complete the Work. Unless this Contract expressly provides otherwise, Contractor will use and connect to existing utility services and systems and will not be liable for any costs incurred or work made necessary as a result of existing code deficiencies or service or system inadequacies. In the event Contractor must perform extra or additional work, or is delayed as a result of extra or additional work, the Contract Price and/or time for performance will be adjusted as provided below. Contractor will not be required, without its specific consent, to perform any work relating to asbestos, polychlorinated biphenyl (PCB), or other hazardous or dangerous materials.

2. **TIME.** Contractor will begin the Work upon timely acceptance of this Contract and shall complete the Work within a reasonable time unless specifically stated otherwise in this Contract. The time allowed under this Contract will be increased where the Work is delayed as a result of causes beyond Contractor's direct control, including but not limited to, acts or omissions of Customer or Project Owner, Customer's or Project Owner's agents, or other contractors employed by Customer or Project Owner; inability to obtain materials or equipment; labor disputes; fire; flood; earthquake; or acts of God. Time will be equitably adjusted to reflect the actual impact of changes in the Work upon the time required to complete the Work without acceleration. Contractor will not be liable for any consequential damages arising in any manner from delays in performance of the Work.

3. **CHANGES IN THE WORK.** The Contract Price and time for completion of the Work will be equitably adjusted for changes in the scope of the Work resulting from additional work requested in writing by the Customer; or necessary changes to the Work resulting from the existence of concealed conditions of an unusual nature differing materially from those ordinarily encountered. Contractor may refuse to perform extra or additional work, until Customer provides written authorization. For all extra or additional work performed under this Contract, unless otherwise agreed to in writing by the parties, the Contract Price will be increased by the amount of Contractor's direct costs for labor, materials, equipment rental and transportation, plus fifteen percent (15%) for overhead and profit, and the Contract Price will be reduced by the direct costs saved as a result of Work deleted.

4. PAYMENTS. Unless specifically stated otherwise in this Contract, the following payment provisions apply. Contractor will retain the initial deposit, if any, and credit it to the final payment due under this Contract. Progress payments will be invoiced by Contractor monthly for Work performed and for materials and equipment delivered, under this Contract, to the site or to off-site storage. Progress payments will be determined upon the basis of the Work completed and without retention. In accordance with ORS 701.625, invoices not paid by Customer within fourteen (14) days are delinquent and will bear interest at the rate one and one-half percent (1.5%) per month, or the maximum amount allowed by law, whichever is less, until paid. In addition, Customer will pay Contractor's reasonable costs incurred in collection of any delinquent amounts, including attorney fees and costs of preparing and filing liens, regardless of whether suit or action is instituted.

5. AUTHORITY & FUNDS. Customer warrants and represents that Customer possesses adequate title or rights in the property to authorize the Work. Customer represents and warrants that Customer has, at its disposal, adequate funds or funding commitments to timely and fully pay all amounts due or to become due under this Contract. Customer acknowledges that Contractor has relied upon this representation and that Contractor may demand confirmation and adequate assurance of Customer's ability to pay if any invoice under this Contract is delinquent. In addition, if Customer fails to timely pay any invoice, one day after providing written notice of intent to suspend performance to Customer, Contractor may suspend further performance under this Contract until such time that the payment delinquency is cured and confirmation and adequate assurance of Customer's ability to pay is provided by Customer. If more than 30 days of suspension have elapsed, Contractor may terminate this Contract upon providing written notice of termination to Customer.

6. WARRANTY. THE WARRANTIES IN THIS PARAGRAPH ARE IN LIEU OF OTHER WARRANTIES. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE. Contractor warrants that all materials and equipment furnished by it will be new, unless specified otherwise, and will be installed or applied in a good and workmanlike manner. Contractor will, at its option, either repair or replace defective Work provided under this Contract for a period of one (1) year from completion of the Work. Contractor's duty to repair or replace is conditional upon Customer's compliance in full with the payment terms and other conditions of this Contract and Contractor's receipt of written notice of the defect within the warranty period. Contractor's liability hereunder is limited to replacement or correction of defective materials or labor provided under this Contract. Contractor is not be responsible for consequential damages or work done or repairs made by others.

7. INFORMATION PROVIDED BY CUSTOMER. If Contractor reasonably relies on information provided by Customer, Contractor will not be liable to Customer or any other person for damage resulting from errors, inconsistencies or omissions in any plans or other information provided by Customer, if any, unless Contractor recognized such error, inconsistency, or omission and knowingly failed to report it to Customer before proceeding with the Work.

8. INSURANCE. Contractor will maintain its standard liability insurance coverage, including workers' compensation as required by statute. Customer or Project Owner will effect and maintain property insurance adequate to protect Contractor's interest in the Work.

9. STORAGE AND ELECTRICITY. Customer will provide safe and secure storage for materials and equipment at the jobsite without charge. Customer will provide all necessary electricity to the Project and permit Contractor to use such electricity free of charge for the purpose of performing the Work.

10. HAZARDOUS MATERIALS. Customer agrees to comply with all regulations governing environmental contaminants or hazardous substances on the property and hold Contractor and its agents harmless for, from and against any and all liabilities, claims, expenses, losses or damages, including attorney fees, for its failure to comply with such regulations. Contractor will stop work and notify Customer if it encounters unanticipated environmental contaminants or hazardous substances on the property. If, without negligence on the part of the Contractor, the Contractor is held liable for bodily injury or the cost of remediation of a hazardous material or substance solely by reason of performing the Work, Customer shall indemnify the Contractor for all cost and expense thereby incurred.

11. INDEMNITY. To the fullest extent permitted by law, Contractor and Customer will defend, indemnify, and hold harmless the other for, from and against all claims, causes of action or suit, damages, liability, losses, and expenses, including, but not limited to, attorney fees and personnel costs, arising out of or resulting from the performance of the Work, provided that any such claim, cause of action or suit, damage, liability, loss, or expense is attributable to death or bodily injury to persons or damage to property, including the loss of use resulting therefrom, to the extent that the death or bodily injury to persons or damage to property arises out of the fault of the indemnitor, or the fault of the indemnitor's agents, representatives or subcontractors. Such obligation will not be construed to negate or abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Contract. No termination will affect any other rights or remedies of Indemnities hereunder or relieve Contractor or Customer from any consequences or liabilities arising from such acts or omissions.

12. RIGHT TO A CCB CLAIM. In the event of a dispute between Customer and Contractor, Customer has the right to file a complaint against Contractor with the Oregon Construction Contractors Board ("CCB"). The mediation and arbitration clauses of this Contract will prevent the CCB from processing any such complaint unless Customer and Contractor waive their right to mediation

and arbitration. The mediation and arbitration paragraphs of this Contract set forth the agreed process of resolving disputes between Customer and Contractor under this Contract. The Oregon Construction Contractors Board urges consumers to read and understand construction contracts before signing – including any dispute resolution provisions, such as those requiring arbitration. Consumers are not obligated to accept contract terms proposed by a contractor, including arbitration provisions. All contract provisions may be negotiated to the satisfaction of both parties. If a CCB complaint is filed and mediation and arbitration is initiated under this Contract, the CCB will suspend processing of the complaint.

13. **CCB NOTICES.** Oregon law requires construction contractors to give homeowners certain notices before and during a construction project. This paragraph includes a brief explanation of the meaning of each of the notices. It is important to read and understand these forms.

- **Consumer Protection Notice:** Provides an explanation of contractor licensing requirements, bond and insurance requirements, steps consumers can take to ensure a successful construction project, and options available to consumers in case problems occur.
- **Information Notice to Owner About Construction Liens:** Contractors must give homeowners this notice any time the contract price is more than \$2,000. It should be given at the time any written contract is signed or in the case of an oral contract, within five (5) working days of the agreement. The notice provides an explanation of construction lien law and includes steps homeowners can take to protect their property from a construction lien.
- **Notice of Procedure:** Provides an explanation of what a homeowner must do before beginning an arbitration or court action against a contractor for construction defects. The procedure for beginning an arbitration or court action is separate from the CCB dispute resolution process.

14. **MEDIATION.** Contractor and Customer agree that, except for claims for indemnity, any dispute that may arise under this Contract will be submitted to a mediator agreed to by both parties as soon as reasonable after such dispute arises, but in any event prior to the commencement of arbitration or litigation. Such mediation will occur at the place where the Project is located and the parties will share mediator's expenses equally. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.

15. **ARBITRATION.** Contractor and Customer agree that all disputes not settled through mediation will be settled exclusively by arbitration through the Arbitration Service of Portland, Inc., in accordance with the Rules of the Arbitration Service of Portland, Inc. The decision of the arbitrator(s) will be final and binding upon both parties. The dispute resolution clauses of this Contract do not affect Contractor's statutory lien rights in any way.

16. **ATTORNEY FEES.** Should either party employ an attorney to institute suit or action or demand arbitration to enforce any of the provisions hereof, to protect its interest in any matter arising under this Contract, to collect damages for breach of this Contract, or to enforce any arbitration award or settlement agreement, the prevailing party will be entitled to recover from the other party reasonable attorney fees, costs, charges, and expenses incurred at hearing, trial, on appeal, or otherwise, in an amount to be determined by the arbitrator or court.

17. **SEVERABILITY AND WAIVER.** The partial or complete invalidity of any one or more provisions of this Contract will not affect the validity and continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon performance of any of the terms or conditions of this Contract, or to exercise a right herein, will not be construed as a waiver or relinquishment of such term, condition, or right with respect to further performance.



GENERAL CONTRACTORS-OR CCB#174389
Building and Remodeling Pools Since 1998

Page 1 of 2

9150 SW Pioneer Ct., Suite-G
Wilsonville, OR. 97070
Ph. (503) 943-9673
Fax (503) 582-8564

Date: 05/19/2015

Written by: **Vitaliy S.**

Job name: Address:

Pam Pearce City of Astoria Aquatic Center

Phone: 503-325-7027 Email: ppearce@astoria.or.us

ESTIMATE #20154

For Commercial Pool Renovation. Lap pool measuring 400LF, and Lazy River measuring 180LF

Notes: Draining the pool is responsibility of Astoria Aquatic Center. Needs to be drained no sooner than 2 days prior to remodeling.

1. Detailed inspection of gunite structure, walls, floor, steps, etc.....Included
2. Plumbing inspection such as wall fittings, in wall steps, main drains and hydrostat valves.....Included
3. Light nitch inspection such as identifying rust spots, bond wire connections, etc.....Included
4. Remove all loose pool finish including fittings lights and drains.....Included
5. Clean the pool with muriatic acid, than neutralize acid with fresh water rinse prior to bond coat.....Included
6. Apply Scratch Coat 2000 to all walls and floor(bonding agent, adds strength and durability).....Included
7. Install new plastics: drain covers, in wall fittings, steps.....Included
8. Apply two coats, up to ½" of Krystal Blue quartz pool finish.....Included

TOTAL ESTIMATED COST.....\$94,000.00

TOTAL ESTIMATED COST WITH REGULAR WHITE PLASTER.....\$84,000.00

Price includes: travel, equipment mobilization and fuel expenses.

EXCLUSIONS

1. All Portland cement based settings and grouting systems have potential for efflorescence to materialize. This whitish powder or crystalline deposit may become visible before, during or after the installation is completed. Efflorescence is a normal condition of Portland cement setting and grouting systems and is not a defective condition.
2. Pool shell, plaster and product(s) is damaged either directly or indirectly by any natural disaster such as hurricane, earthquake, tornado, flood, water bed, fire or abnormal deterioration due to plant or animal life.

Warranty

One(1) year contractors warranty on all products and material installed or replaced. All pool equipment, material and accessories installed as provided for herein shall be those warranties provided by the manufacturer or supplier of that item rather than based on Contractor warranty herein. Contractor shall assemble and provide to Owner all such manufacturer's warranties. Where Owner has work performed by others, Contractor does not warrant such work and Contractor shall not be held liable for such work or for loss or damages, if any, which may result there from. The foregoing warranties are effective only if Owner has complied with all terms and conditions, payments and other provisions of the contract. Initial _____

Terms of payment

Payments will be made as follow: 30% at beginning of work and 40% when bond coat applied and 30% at plaster installation. A 2% service charge will be added monthly to all past due accounts. The undersigned agrees to pay all payments when due including any and all late charges, in addition will pay all attorney fees incurred by Premier Pools and Spas.

Contractors Guarantee

We guarantee all material used in this contract to be as specified above and the entire job to be done in a neat workmanlike manner. Any variations or alterations requiring extra labor or material will be performed only upon written change order and billed in addition to the sum covered by contract. All disputes hereunder shall be resolved by binding arbitration in accordance with the rules of OR CCB Initial _____

Acceptance of Proposal

The above price, specifications, and conditions are satisfactory and are hereby accepted.
Premier Pools and Spas is authorized to do the work as specified.

Signature _____ Date _____



American Concrete Institute®
Advancing concrete knowledge





CITY OF ASTORIA
Founded 1811 • Incorporated 1856

June 21, 2015

MEMORANDUM

TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: AWARD CONTRACT TO INSTALL NEW SHOWER SYSTEM AT THE
ASTORIA AQUATIC CENTER

DISCUSSION/ANALYSIS

The shower systems in the men's, women's, and family locker rooms at the Astoria Aquatic Center are in need of replacement. The current showers are 18 years old and original to the facility's 1997 construction. Overtime the showers internal cartridges have worn thin making it challenging for patrons to turn the water pressure off after each use. This results in unused water left streaming from the showerhead. Additionally, the current hot water delivery system does not include a mixing valve; instead it delivers only hot water to the showers placing patrons at risk of being scalded.

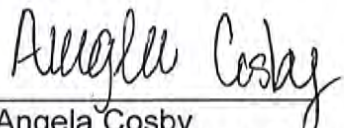
To correct this, staff proposes the shower fixtures be replaced with an externally mounted unit, mixing value, temperature gauge to monitor the hot water supply, and metered valve that will automatically shut off after a few minutes to reduce water waste.

Request for Quotes were published in the Daily Astorian, sent to individual contractors, and entered into an online database run by Contractor Plan Center, Inc. in Milwaukie, Oregon. Staff has received two bids for; 10 Symmonds 1-903-60 shower unit, 5 Symmonds 1-903s fs ADA shower unit, 5 ADA slide bars with handheld shower Model T-600B-36-V-NE, 1 Powers 130 GPM Hydroguard model 433 1-25" Tempering valve with gauge. The bids are as follows:

Terry's Plumbing	\$21,500
J.P. Plumbing Co. Inc.	\$23,925

RECOMMENDATION

It is recommended that the City Council award a contract with Terry's Plumbing in the amount of \$21,500 to install a new shower system at the Astoria Aquatic Center. This expense was included in the annual budget process and there are sufficient funds in the Capital Improvement Fund to cover this purchase.

By: 
Angela Cosby
Director of Parks & Recreation

<p style="text-align: center;">CITY OF ASTORIA CONTRACT FOR GOODS AND SERVICES</p>
--

CONTRACT:

This Contract, made and entered into this ____ day of _____, 2015 by and between the City of Astoria, a municipal corporation of the State of Oregon, hereinafter called "CITY", Terry's Plumbing LLC, 2095 Marine Drive, Astoria, OR 97103, hereinafter called "CONTRACTOR", duly authorized to do business in Oregon.

W I T N E S S E T H

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

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

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

1. CONTRACTOR GOODS AND SERVICES

A. CONTRACTOR shall provide goods and services for the City of Astoria, as outlined in its Attachment A, which by this reference is incorporated herein.

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

C. CONTRACTOR services shall be performed as expeditiously as is consistent with professional skill and the orderly progress of work. All work shall be completed no later than September 18, 2015.

2. COMPENSATION

A. The CITY agrees to pay CONTRACTOR a total not to exceed \$21,500 for providing goods and performance of those services provided herein;

B. The CONTRACTOR will submit a billing upon the completion of work

C. CITY certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract.

3. CONTRACTOR IDENTIFICATION

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

4. CITY'S REPRESENTATIVE

For purposes hereof, the CITY'S authorized representative will be Jonah Dart-McLean, City of Astoria, 1095 Duane Street, Astoria, Oregon, 97103, (503) 741-1600.

5. CONTRACTOR'S REPRESENTATIVE

For purposes hereof, the CONTRACTOR'S authorized representative will be Mike Oien.

6. CITY'S OBLIGATIONS

In order to facilitate the work of the CONTRACTOR as above outlined, the CITY shall furnish to the CONTRACTOR access to all relevant site information which is in the City's possession concerning the project area. In addition, the CITY shall act as liaison for the CONTRACTOR, assisting the CONTRACTOR with making contacts and facilitating meetings, as necessary.

7. CONTRACTOR IS INDEPENDENT CONTRACTOR

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

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

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

8. CANCELLATION FOR CAUSE

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

9. ACCESS TO RECORDS

CITY shall have access to such books, documents, papers and records of contract as are directly pertinent to this contract for the purposes of making audit, examination, excerpts and transcripts.

10. FORCE MAJEURE

Neither CITY nor CONTRACTOR shall be considered in default because of any delays in completion of responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the party so 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 CONTRACTOR of any of the terms of this Contract or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.

12. ATTORNEY'S FEES

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

13. APPLICABLE LAW

The law of the State of Oregon shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it.

14. CONFLICT BETWEEN TERMS

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

15. INDEMNIFICATION

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

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

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

16. INSURANCE

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

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

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

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

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

17. CITY'S BUSINESS LICENSE

Prior to beginning work, the CONTRACTOR shall have a current City of Astoria business license (occupational tax). Before permitting a subcontractor to begin work, CONTRACTOR shall verify that subcontractor has a current City of Astoria business license.

18. WORKMEN'S COMPENSATION

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

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

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

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

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

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

20. NONDISCRIMINATION

It is the policy of the City of Astoria that no person shall be denied the benefits of or be subject to unlawful discrimination in any City program, service, or activity on the grounds of age, disability, race, religion, color, national origin, sex, sexual orientation, gender identity/expression. Contractor, its employees, agents and subcontractors shall comply with this policy.

21. PAYMENT OF MEDICAL CARE

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

22. OVERTIME

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

23. STANDARD OF CARE

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

24. NO THIRD PARTY BENEFICIARIES

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

25. SEVERABILITY AND SURVIVAL

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

26. COMPLETE CONTRACT

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

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

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

Terry's Plumbing LLC,
an Oregon Limited Liability Company

By: Arline LaMear, Mayor Date

By: Mike Oien, Member Date

By: R. Brett Estes, City Manager

Approved as to form:



Digitally signed by
com.apple.idms.appleid.prd.49317566476d4a38
67754144546f59324e744d354e773d3d
DN:
cns=com.apple.idms.appleid.prd.49317566476d4
a3867754144546f59324e744d354e773d3d
Date: 2015.06.30 09:06:06 -03'00'

City Attorney



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

Astoria Aquatic Center Showers Rebuild REQUEST FOR QUOTES

The City of Astoria Parks and Recreation is requesting quotes to install new shower units in the men's, women's, and family locker rooms. Quotes should also include the re-establishment of thermostatic mixing valve on the hot water supply to the showers, and installation of a temperature gauge to monitor hot water supply.

The following fixtures should be furnished and installed:

- 10 Symmonds 1-903-60 shower units
- 5 Symmonds 1-903s fs ADA shower units
- 5 ADA slide bars with handheld shower Model T-600B-36-V-NE
- 1 Powers 130 GPM Hydroguard model 433 1-25" Tempering valve w/gauge

All plumbing materials will be constructed of Brass, Copper or Zurn PEX tubing where appropriate.

Contractor must provide proof of a performance/payment bond. Contractor will be required to comply with all BOLI (prevailing wage) requirements applicable.

Work may commence on or after September 8, 2015 and must be complete no later than September 19, 2015

Quotes are due May 29, 2015 by 2:00 p.m. Please send sealed quotes to:

Pam Pearce
Astoria Aquatic Center
1997 Marine Drive
Astoria, OR 97103
ppearce@astoria.or.us

Email submission of quotes is acceptable, but will require acknowledgement of receipt.
Lump Sum Quote: \$ _____ Work can be completed by _____, 2015

DATE SIGNED

OFFEROR

SIGNED (NAME AND TITLE)

MAILING ADDRESS

CITY, STATE, AND ZIP CODE

PHONE NUMBER: _____

CORPORATION: _____ YES _____ NO

IF NO, TAX ID NUMBER OR SOCIAL

SECURITY NUMBER: _____

CONTRACTOR BOARD NO. _____



2095 Marine Dr
Astoria, Or 97103
503-325-5180

Page No. _____ of _____

PROPOSAL

PROPOSAL SUBMITTED TO Astoria Aquatic Center c/o Mark Montgomery		TODAY'S DATE 5/29/2015	DATE OF PLANS/PAGE #'S
PHONE NUMBER 503.791.1334	FAX NUMBER mmontgomery@astoria.or.us	JOB NAME AAC locker room shower replacement	
ADDRESS, CITY, STATE, ZIP 1997 Marine Dr Astoria, Or 97103		JOB LOCATION Astoria Aquatic Center Marine Dr Astoria	

We propose hereby to furnish material and labor necessary for the completion of:

Installation of fifteen (15) shower units in the men's, women's and family locker rooms.
Re-establishment of thermostatic mixing valve on hot water supply to showers
Install temperature gauge to monitor hot water supply

Terry's Plumbing will supply the following fixtures:

- 10 - Symmonds 1-903s-60 shower unit
- 5 - Symmonds 1-903s fs ADA shower unit
- 5 - ADA slide bars with handheld shower Model T-600B-36-V-NE
- 1 - Powers 130 GPM Hydroguard model 433 1.25" Tempering valve w/gauge

Material used by Terry's Plumbing will be constructed of either Brass, Copper or Zurn PEX tubing where appropriate

Plumbing Permit to be provided by others

We propose hereby to furnish material and labor - complete in accordance with above specifications for the sum of:
Twenty One Thousand Five Hundred dollars (\$ **21500**)

Payment as follows: **In full upon completion**

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. If either party commences legal action to enforce its rights pursuant to this agreement, the prevailing party in said legal action shall be entitled to recover its reasonable attorney's fees and costs of litigation relating to said legal action, as determined by a court of competent jurisdiction.

**Authorized
Signature** _____

Note: this proposal may be withdrawn by us
if not accepted within **45** days.

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

Signature _____

Signature _____

Date of Acceptance _____



J.P. PLUMBING CO. INC.

155 11th Street • Astoria, OR 97103

503-325-2830 • Fax 503-325-7726

jppco@qwestoffice.net

May 29, 2015

Astoria Aquatic Center
1997 Marine Drive
Astoria, Oregon 97103

Job Re: Installation of Symmons Hydapipe Shower Units

I am pleased to submit our plumbing quote for the installation of the new wall mount Stainless Steel Symmons Hydapipe shower units and master tempering valve. Below I have listed our scope of work for your review. Please feel free to call me if you have any questions.

Scope of Work:

- Installation of (10) Symmons 1-903-S-60 Standard shower units
- Installation of (5) Symmons 1-903-S-FSB ADA shower units
- Installation of (1) Powers 433 Tempering valve.
- Installation of all necessary domestic water piping with Type L copper pipe and fittings and all necessary valves & check valves.
- Secure Performance/Payment bond
- Secure plumbing permit

Exclusions: There will need to be some in fill tile work done to accommodate the new shower units. This work is not included in this quote.

Price Quote: \$23,925.00

Respectfully

Jim Forrester
J.P. Plumbing Co. Inc.




CITY OF ASTORIA
Founded 1811 • Incorporated 1856

June 21, 2015

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: AWARD CONTRACT TO INSTALL ENERGY EFFICIENT LIGHTING FIXTURES AT THE ASTORIA AQUATIC CENTER

DISCUSSION/ANALYSIS

The current lighting at the Astoria Aquatic Center is provided by High Intensity Discharge (HID) bulbs and fixtures which produces light from a capsule of gas. HID lighting bulbs produce 5% of their output when first ignited, requiring 10 minutes to reach full output. Additionally, if the power to the lamp is lost or turned off, the light must cool before it can be relit, causing a 15 minute lapse in light, which creates a safety concern in an Aquatic Center setting. With updates in technology since the HID lighting fixtures were installed during the facility's construction in 1997, higher quality lighting options are now available which will; eliminate the warm-up and cool-down requirement of HID fixtures and bulbs, provide increased lumens, decrease maintenance costs, and reduce energy consumption.

Request for Quotes were published in the Daily Astorian, sent to individual contractors, and entered into an online database run by Contractor Plan Center, Inc. in Milwaukie, Oregon. Staff has received three bids to install energy efficient LED lighting fixtures at the Astoria Aquatic Center. The bids are as follows:

Contractor	Project Cost	ETO Incentive	Total	Payback	Annual Savings
Pacific Energy	\$ 73,733	\$22,315	\$ 51,418	4.71	\$8,728
North Coast Electric	\$ 76,985	\$17,278	\$ 59,707	9.5	\$6,268
Crescent Electric	\$127,134	N/A	\$127,134	N/A	N/A

ETO (Energy Trust of Oregon) Incentives are based on energy improvements made to the existing infrastructure. Pacific Energy Concepts (PEC) is one of a few Performance Plus Allies with the ETO and is eligible for more energy reduction incentives than competitors who are not Performance Plus Allies. PEC's business is geared towards maximizing the amount of incentives garnered by installing the lowest energy demand fixtures and items possible that will still meet the needs of the facility.

Payback is the amount of time, in years, that the energy savings from the installation of the new fixtures will cover the cost of the project. PEC has estimated that after 4.71 years, the upgrades installed will have provided savings to meet the initial cost of the project.

RECOMMENDATION

It is recommended that the City Council award a contract with Pacific Energy Concepts in the amount of \$73,733 with an expected Energy Trust of Oregon Incentive of \$22,315 for an expected total of \$51,418 to install energy efficient LED lighting at the Astoria Aquatic Center. This expense was included in the annual budget process and there are sufficient funds in the Capital Improvement Fund to cover this purchase.

By: Angela Cosby
Angela Cosby
Director of Parks & Recreation

<p style="text-align: center;">CITY OF ASTORIA CONTRACT FOR GOODS AND SERVICES</p>
--

CONTRACT:

This Contract, made and entered into this ____ day of _____, 2015 by and between the City of Astoria, a municipal corporation of the State of Oregon, hereinafter called "CITY", Pacific Energy Concepts, LLC, a Washington, Limited Liability Company, formerly dba Pacific Energy Concepts, 210 W. 4th Street, Vancouver, WA 98660, hereinafter called "CONTRACTOR", duly authorized to do business in Oregon.

W I T N E S S E T H

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

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

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

1. CONTRACTOR GOODS AND SERVICES

- A. CONTRACTOR shall provide goods and services for the City of Astoria, as outlined in its Attachment A, which by this reference is incorporated herein.
- B. CONTRACTOR'S obligations are defined solely by this Contract and its attachment and not by any other contract or agreement that may be associated with this project.
- C. CONTRACTOR services shall be performed as expeditiously as is consistent with professional skill and the orderly progress of work. All work shall be completed no later than September 18, 2015.

2. COMPENSATION

- A. The CITY agrees to pay CONTRACTOR a total not to exceed \$73,733 for providing goods and performance of those services provided herein;
- B. The CONTRACTOR will submit a billing upon the completion of work.
- C. CITY certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract.

3. CONTRACTOR IDENTIFICATION

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

4. CITY'S REPRESENTATIVE

For purposes hereof, the CITY'S authorized representative will be Jonah Dart-McLean, City of Astoria, 1095 Duane Street, Astoria, Oregon, 97103, (503) 741-1600.

5. CONTRACTOR'S REPRESENTATIVE

For purposes hereof, the CONTRACTOR'S authorized representative will be Brandon Jones.

6. CITY'S OBLIGATIONS

In order to facilitate the work of the CONTRACTOR as above outlined, the CITY shall furnish to the CONTRACTOR access to all relevant site information which is in the City's possession concerning the project area. In addition, the CITY shall act as liaison for the CONTRACTOR, assisting the CONTRACTOR with making contacts and facilitating meetings, as necessary.

7. CONTRACTOR IS INDEPENDENT CONTRACTOR

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

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

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

8. CANCELLATION FOR CAUSE

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

9. ACCESS TO RECORDS

CITY shall have access to such books, documents, papers and records of contract as are directly pertinent to this contract for the purposes of making audit, examination, excerpts and transcripts.

10. FORCE MAJEURE

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

11. NONWAIVER

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

12. ATTORNEY'S FEES

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

13. APPLICABLE LAW

The law of the State of Oregon shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it.

14. CONFLICT BETWEEN TERMS

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

15. INDEMNIFICATION

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

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

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

16. INSURANCE

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

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

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

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

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

17. CITY'S BUSINESS LICENSE

Prior to beginning work, the CONTRACTOR shall have a current City of Astoria business license (occupational tax). Before permitting a subcontractor to begin work, CONTRACTOR shall verify that subcontractor has a current City of Astoria business license.

18. WORKMEN'S COMPENSATION

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

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

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

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

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

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

20. NONDISCRIMINATION

It is the policy of the City of Astoria that no person shall be denied the benefits of or be subject to unlawful discrimination in any City program, service, or activity on the grounds of age, disability, race, religion, color, national origin, sex, sexual orientation, gender identity/expression. Contractor, its employees, agents and subcontractors shall comply with this policy.

21. PAYMENT OF MEDICAL CARE

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

22. OVERTIME

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

23. STANDARD OF CARE

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

24. NO THIRD PARTY BENEFICIARIES

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

25. SEVERABILITY AND SURVIVAL

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

26. COMPLETE CONTRACT

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

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

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

Pacific Energy Concepts, LLC,
a Washington Limited Liability Company

By: Arline LaMear, Mayor

Date

By: Keith Scott, Member

Date

By: R. Brett Estes, City Manager

Approved as to form:



Digitally signed by
com.apple.idms.appleid.prd.49317566476d4a
3867754144546f59324e744d354e773d3d
DN:
cn=com.apple.idms.appleid.prd.49317566476
d4a3867754144546f59324e744d354e773d3d
Date: 2015.06.30 09:01:26 -08'00'

City Attorney

Expiration Date: 06/19/15

Quotation

TO:

CASH SALE
PO BOX 5547
PORTLAND, OR 97228-5547

Project Info:

Project: Astoria Aquatic Center
Job #: #LI-052015-12861
Bid Date: 05/20/15
Bid Time: 02:00 PM CDT
Quoter: GEORGE M ROTH

Type	Quantity	Vendor	Description
LAP POOL	32	CREE LIG	INT-EDR-40-PD-12-D-WH-525-40K
LOBBY	11	CREE LIG	INT-EDR-PS-PD-12-D-WH-525-40K
PARKING LOT	13	CREE LIG	ARE-EDG-3M-DA-10-E-UL-BZ-350-40K
2L T8 STRIP	24	CREE LIG	LS4-40L-40K-10V CREE LS4, 4000 LM, 4000K, 0-10V DIM
WEIGHT ROOM	29	CREE LIG	LS4-40L-40K-10V CREE LS4, 4000 LM, 4000K, 0-10V DIM
CFL SCREW IN	12	CREE LIG	A19-60W-50K-B1 CREE LED LAMP
3L T8 WRAP	12	CREE LIG	WS4-47L-35K-10V-FD CREE WS4 4700LM
4L T8 WRAP	2	CREE LIG	WS4-47L-35K-10V-FD CREE WS4 4700LM
VAPOR TIGHT	18	CREE LIG	WS4-47L-35K-10V-FD CREE WS4 4700LM
VAPOR TIGHT	58	CREE LIG	WS4-47L-35K-10V-FD CREE WS4 4700LM
2L CFL	4	CREE LIG	A19-60W-50K-B1 CREE LED LAMP

From:

CRESCENT PORTLAND, OR
MAIN 503-222-4000
3322 NW 35TH AVE
PORTLAND, OR 97210-1634
Printed By: GEORGE M ROTH

Notes



Project: Astoria Aquatic Center

Expiration**06/19/15**

Type	Quantity	Vendor	Description	LOT #	Unit Price	Ext Price
FLAG	1	CREE LIG	OSQ-A-NM-40D-A-35K-UL-SV	Unit	760.960/EA	760.96

CRESCENT ELECTRIC SUPPLY COMPANY AND SUBSIDIARIES TERMS AND CONDITIONS OF QUOTATION

1) Buyer understands and agrees that all quotations and accepted orders by Crescent Electric Supply Company and Subsidiaries ("Seller") are expressly conditioned upon these terms and conditions ("Terms and Conditions of Quotation"). Furthermore, your acceptance of this quotation indicates that you have also read, and agree, to the Crescent Electric Supply Company and Subsidiaries Terms and Conditions of Sale ("Terms and Conditions of Sale") which are deemed automatically incorporated into any and all purchase orders.

2) Prices are firm for 10 days unless otherwise noted. As to all other terms, until signed and returned, the quotation is merely a quotation of sales prices. The quotation and tender will be deemed accepted only if signed and returned within ten days after receipt; otherwise, it shall have no effect.

3) Seller is not required to accept Buyer's orders. Any purchase order pursuant to Seller's quotation shall not result in a contract until it is accepted by Seller and acknowledged by it or its authorized representative.

4) This quotation is contingent upon Buyer meeting the financial qualifications established by Seller. Buyer shall supply Seller with such credit information as Seller may reasonably request in order to qualify Buyer for the rights under any Purchase Order Agreement.

5) If the manufacturer requires a deposit or full payment to be made to them at the time of order placement or release, those same requirements will be passed on to the Buyer, which Buyer accepts.

6) The quotation does not include accessory equipment, stems, mounting bars, mounting hardware, spares or plaster frames or any fitting-up charges which cover the manufacture or operating cost of the necessary tools and fixtures required to fill the order unless such items are listed or published as standard components in the manufacturer's specifications.

7) The quotation is made for the listed types and quantities only and all descriptions, items, totals and quantities are listed for your convenience only. Seller is not bound by any specifications, drawings, notes, instructions, engineering notices, technical data or any other document referred to in a Purchase Order by Buyer, and shall not be deemed to be incorporated by reference in any document or order by Buyer, unless a full copy is provided to Seller and such terms are approved and accepted in writing by Seller. Take-offs are not guaranteed. All items, including equals, are subject to approval by the Specifier.

8) Special orders may not be subject to return for credit. Return privileges, if available, on special order material will involve restocking charges.

9) Prices do not include taxes for sales, use, property, excise, freight or other tax charges, which are Buyer's responsibility.

10) If the quotation is accepted and Buyer's order form is used for the purpose, it is expressly understood and agreed that these terms and conditions, including the Terms and Conditions of Sale, shall prevail if they conflict



CRESCENT
ELECTRIC
SUPPLY COMPANY

Page : 3 of 3

Project: Astoria Aquatic Center

Expiration

06/19/15

--

Type	Quantity	Vendor	Description	LOT #	Unit Price	Ext Price
in any way with the terms and conditions set forth in such order form, and the issuance of such order by Buyer shall be deemed to note Buyer's assent to this condition.						
11) BUYER AGREES TO AND ACKNOWLEDGES RECEIPT OF THESE TERMS CONDITIONS WHETHER IN HAND DELIVERED OR THROUGH VIEWING ONLINE AT www.cesco.com , where copies of the Terms and Conditions of Quotation, Terms and Conditions of Sale and Application for Open Account Privilege are available. Buyer may also request additional copies by contacting the Corporate Finance Manager of Seller directly at (815) 747-3145.						
Revision: Approved February 7, 2014						

From:

CRESCENT PORTLAND, OR
MAIN 503-222-4000
3322 NW 35TH AVE
PORTLAND, OR 97210-1634
Printed By: GEORGE M ROTH

Total

127,133.89

Notes



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

Astoria Aquatic Center Light Fixture Replacement
REQUEST FOR QUOTES

The City of Astoria Parks and Recreation is requesting quotes to install replace every light fixture inside and outside the facility. The new fixtures are required to provide more energy efficiency and increase the amount of visible light. The fixtures must also be low maintenance and be functional in an environment where corrosive chemicals exist.

The following fixtures should be included in this request for quotes:

- Replacement of forty-three (43) 400W HID fixtures with LED fixtures in natatorium and lobby area
- Replacement of thirteen (13) 250 W HID MH fixtures with LED pole fixtures in parking lot
- Replacement of twenty-four (24) 2L-T8 Strips with LED retrofit kits
- Replacement of twenty-nine (29) 2L-T8 Wraps with LED fixtures
- Replacement of twelve (12) CFL's with LED lamps
- Replacement of twelve (12) 3L-T8 Wraps with LED surface mount fixtures
- Replacement of two (2) 4L-T8 Wraps with LED surface mount fixtures
- Replacement of eighteen (18) 2L-T8 WM fixtures with LED retrofit kits
- Replacement of fifty-eight (58) 2L-T8 VT fixtures with LED surface mount fixtures
- Replacement of four (4) 2L CLF fixtures with LED lamps
- Replacement of one (1) 175W HID MH fixtures with LED flag fixture

Contractor must provide proof of performance/payment bond. Contractor will be required to comply with all BOLI (prevailing wage) requirements.

Work may commence on or after September 8, 2015 and must be complete no later than September 19, 2015

Quotes are due May 22, 2015 by 2:00 p.m. Please send sealed quotes to:

Pam Pearce
Astoria Aquatic Center
1997 Marine Drive
Astoria, OR 97103
ppearce@astoria.or.us

Email submission of quotes is acceptable, but will require acknowledgement of receipt.
Lump Sum Quote: \$ 76,985 Work can be completed by _____, 2015

5/28/2015
DATE SIGNED

OFFEROR

Neil Schell, North Coast
Electrical

Neil Schilling, Energy Specialist
SIGNED (NAME AND TITLE)

625 N. Thompson St.
MAILING ADDRESS

Portland, OR 97217
CITY, STATE, AND ZIP CODE

PHONE NUMBER: 971-409-1825

CORPORATION: YES NO

IF NO, TAX ID NUMBER OR SOCIAL

SECURITY NUMBER: _____

CONTRACTOR BOARD NO. _____

Energy Saving and Incentive Estimate



May 28, 2015

**Proposed Lighting Retrofit
Prepared by**

ASTORIA AQUATIC CENTER

Estimated Energy Savings and Energy Trust of Oregon Incentive Package

Based on the lighting retrofit project proposal that has been prepared, we have estimated the energy savings and the incentives that would be available from Energy Trust of Oregon.

Estimated Annual Energy Savings	79,336 kWh
Estimated Annual Cost Savings	\$ 6,268 per year
Estimated Energy Trust of Oregon Incentive	\$ 17,278
Additional Estimated Incentive, if applicable	\$ -
Estimated Installation Cost	\$ 76,878

Based on your proposed retrofit and estimated installation cost, we show the following financial analysis:

Estimated Installation Cost	\$ 76,878
<i>minus Energy Trust of Oregon incentive</i>	<i>\$ (17,278)</i>
Net Installation Cost	<u>\$ 59,599</u>
Energy Savings Payback (in years)	9.5
% of installed cost paid for by incentives	<u>22%</u>
Rate of Return	11%

Estimated cost for every year the project is delayed	\$ 6,268
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This project requires a pre-installation inspection.

This is an estimate only, as actual savings and incentives will vary based on final installed measures and costs, actual area operating hours, energy rates and building usage.

Green Project Box: *(Estimate for informational purposes only. The carbon footprint from electricity generation is calculated from a regional average, which may be different than the national average.)*

This proposed project could offset approximately equal to taking more than	38 tons of CO ₂ generated by fossil fuels, 5 cars off the road.
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LUXdynamics

Those who care choose LUX

Project Name:

Type:

Notes:

Catalog No. LED - GYM - 6 - UNV -

Features & Specifications

Intended Application:

Gymnasiums, sports arenas, and high abuse environments requiring high efficient lighting with instant-on capabilities. Designed to replace HID and fluorescent luminaires. 0-10v dimming standard.

Construction:

Extruded aluminum construction, stainless steel hardware, optional 10G Wire-Guard compose this precision engineered fixture to sustain high abuse environments. Toolless entry (standard) driver channel located laterally to LED boards to reduce heat and extend life of electronics.

Finish:

MYR proprietary anodized specular finish designed for harsh environments.

Installation:

Product easily accommodates aircraft cables or can be surface mounted. Optional preinstalled cord recommended for quick installation.

Lumen Maintenance:

>95% Lumen Maintenance based on TM-21 with reported hours >60,000 hours

Electronics:

Power: 120-277V
Ambient operating temperature at mounting point:
Recommended: -25°C to 42.5°C
(-13°F to 105°F)

Warranty:

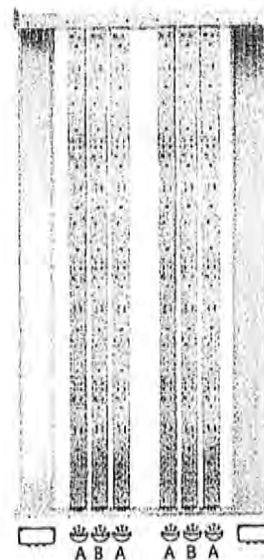
10 year warranty on entire fixture body. LED Driver and LED boards are warrantied for 5 years.

Dimensions: 50" x 23.5" x 1.5"
Weight: 22.4 lbs.

LUX-LED-BAR

6-BAR-GYM Series

Extreme Efficiency - LED High-Bay
Image shown without lenses
Cross section shown with optional lenses



Performance: Lumens per Watt: 100
Luminaire Watts: 290.72
Luminaire Lumens: 29,188

Ordering Information

LED-GYM

Series

LED
Double
Channel
Design

6

LED-Bars

Bars	Lumens (Without Lens)
3 -	15,275
4 -	19,702
5 -	23,553
6 -	29,188
8 -	38,054
9 -	44,039
10 -	49,217
12 -	59,764
15 -	74,800
16 -	82,890
16-ANG	82,270

UNV

Voltage

UNV
Universal -
Ballast 120/277

Access

Top
Ballast access
from the top
Standard

Bottom
Ballast access
from underside.

CT

Color
Temperature:

850=5000K

840=4000K

835=3500K

Optional finishes available.

PCF (RAL #)

Anodized polished aluminum - standard.

Options

Motion
OS120/277 Occupancy Sensor (120/277 Volt)

Emergency
EM-Emergency LED Driver (Consult Factory)

Cord
C4/10 4-Conductor, White 10' Standard
C4/15 4-Conductor, White 15'
C5/10 5-Conductor, White 10'
C5/15 5-Conductor, White 15'

Mounting
H2-16Y 2'-16' adjustable Y-fit hook (24" Y/15')
H5-20Y 5'-20' adjustable Y-fit hook (60" Y/15')
SM - Surface Mount

Lens
LADC-4' - Lens Acrylic Diffused Clear
LADW-4' - Lens Acrylic Diffused White

Dimming Sensor
DLH 0-10V - Daylight Harvesting Option-Photocell installed
(PLEASE CONTACT FACTORY FOR AVAILABILITY)

Wire Guards & Lens
WG - Wire Guard (10 gauge) Plated
WGA - Wire Guard with Acrylic Lens
WGP - Wire Guard with Polycarbonate Lens
TCWG - Tennis court Wire Guard (10 gauge) Plated Top Pitched

Lens Door Frame
LDFA-Lens with Door Frame Acrylic
LDFAD-Lens with Door Frame Acrylic Diffused
LDFPM-Lens with Door Frame Prismatic
LDFP-Lens with Door Frame Polycarbonate



DESIGNLIGHTS
CONSORTIUM

LED lighting facts

Photometrics

Calculated using the zonal cavity method in accordance with IESNA/LM-79 procedures. All data based on 25°C. Full photometric data on these and other configurations available upon request. This test was performed using the calibrated photodetector methods of absolute photometry.

LED-GYM-6-UNV

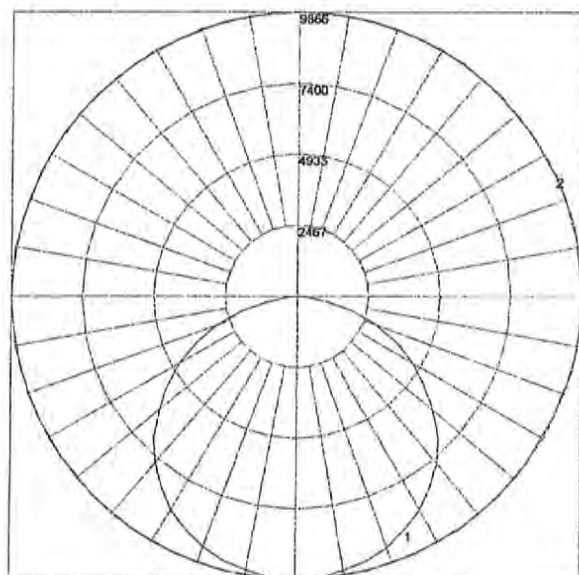
Report: L08133008

Total Lumens: 29,188

Total Luminaire Efficacy: 100
Total Luminaire Watts: 290.72

Ballast Factor 1.00
 Spacing Criterion (0-180) 1.30
 Spacing Criterion (90-270) 1.30
 Spacing Criterion (Diagonal) 1.42

Polar Graph



LM-80 Test Report

NICHIA

Data Set	Case Temperature [T _c]	Ambient Temperature [T _a]	Drive Current [I _a]	Lumen Maintenance at 10,000 hours	Chromaticity Shift (Δu',Δv')	TM-21 Projection L ₈₀ (10K)
1	55°C	> 50°C	65 mA	94.4%	0.0024	> 60000 hours
2	55°C	> 50°C	120 mA	92.6%	0.0032	> 60000 hours
3	85°C	> 80°C	65 mA	95.1%	0.0015	> 60000 hours
4	85°C	> 80°C	120 mA	95.1%	0.0015	> 60000 hours
5	105°C	> 100°C	65 mA	91.5%	0.0023	54200 hours
6	105°C	> 100°C	120 mA	90.4%	0.0024	55600 hours

IES INDOOR REPORT
 PHOTOMETRIC FILENAME : L08133008.IES

COEFFICIENTS OF UTILIZATION - ZONAL CAVITY METHOD

Effective Floor Cavity Reflectance 0.20

RC	80				70				50			30			10			0
RW	70	50	30	10	70	50	30	10	50	30	10	50	30	10	50	30	10	0
0	119	119	119	119	116	116	116	116	111	111	111	106	106	106	102	102	102	100
1	109	104	100	96	106	102	98	94	97	94	91	94	91	88	90	88	86	84
2	99	90	84	78	96	89	82	77	85	80	75	82	77	73	79	75	72	69
3	90	79	71	64	87	78	70	64	75	68	63	72	66	62	69	65	61	58
4	82	70	61	54	80	69	60	54	66	59	53	64	58	52	62	56	52	50
5	75	62	53	47	73	61	53	46	59	52	46	57	51	45	55	50	45	43
6	70	56	47	41	68	55	47	40	53	46	40	52	45	40	50	44	39	37
7	65	51	42	36	63	50	42	36	48	41	35	47	40	35	46	40	35	33
8	60	46	38	32	58	46	37	32	44	37	32	43	36	31	42	36	31	29
9	56	42	34	29	55	42	34	29	41	33	28	40	33	28	39	33	28	26
10	52	39	31	26	51	39	31	26	38	31	26	37	30	26	36	30	25	24

LUXdynamics
 Those who rare choose LUX

LIGHT LABORATORY INC.
 8165 E Kaiser Blvd. Anaheim, CA 92808
 p. 714.282.2270
 f. 714.676.5558

Test #: L08133008
 Date: 8/22/2013

NVLAP

NVLAP LAB CODE 200927-0



Those who care choose LUX

10 Year Limited Warranty

LUX dynamics warrants the materials, workmanship, functions and finished appearance of the entire fixture body for a period of 10 years from the date of shipment. If within ten (10) years from the date of shipment, the fixture body fails due to a defect in material or workmanship, LUX dynamics will repair if possible or replace it free of charge.

Fluorescent ballasts which become defective within the ballast manufacturer's warranty of 5-years may be exchanged for new ballasts at the ballast manufacturer's service center, the electrical wholesaler or LUX Dynamics.

Damage caused by electrical malfunction, lamp failure or conditions out of manufacturers' reasonable control such as: (a) damage caused by accident, abuse, in handling, dropping; (b) acts of God; (c) units which have been subject to unauthorized repair, opened, taken apart or otherwise modified; (d) units not used in accordance with directions; (e) damages exceeding the cost of the product; (f) depreciated or loss of charge time; shall not be covered by this guarantee.

Warranty service is available by mailing postage prepaid to the authorized service facility provided. Warranty does not cover the cost of postage to send the product in for service. Purchaser is responsible for safely sending the product to repair facility. Please be sure to wrap the product securely when mailing to avoid shipping damage. A valid copy of original invoice and Return Merchandise Authorization are required for all warranty services.

Return Material Authorizations can be obtained by contacting LUX dynamics at customerservice@luxdynamics.com or by calling Customer Service at (775) 200.0707

LUMINAIRE SCHEDULE

Symbol	Label	Qty	Catalog Number	Description	Lamp	File	Lumens	LLF	Watts
	B	30	LED-GYM-6-UNV 0-50°L X 23-1/2°W X 1-1/2°H, LED FIXTURE				L08133008.lies	Absolute 0.80	290.72
			-10V DIM	CLEAR LENS					

21	23	24	24	23	23	22	22	23	23	24	25	25	26	26	26	25	25	25	25	25	24	24	23	22	20	17
26	29	29	30	28	27	26	26	26	27	27	28	30	31	32	33	32	31	31	30	30	29	29	27	26	23	20
30	30	30	29	27	26	26	25	27	27	28	31	33	37	37	37	34	31	32	31	30	30	30	30	29	28	25
29	29	29	27	26	24	24	24	25	27	31	34	38	39	37	35	32	32	31	30	30	30	29	29	28	24	22
26	26	26	25	23	21	21	21	23	24	25	30	33	37	38	35	32	31	29	29	28	29	28	27	23	20	19
27	27	26	25	24	22	21	20	21	23	23	25	30	33	37	38	34	31	30	29	28	27	27	26	22	19	19
28	28	27	26	25	23	21	20	21	23	23	26	31	34	37	38	35	31	31	28	27	26	27	26	22	19	19
28	28	28	27	26	24	22	21	23	24	25	28	32	35	39	40	36	32	31	30	29	27	28	29	26	24	20
30	30	30	28	27	25	24	26	28	28	30	34	37	41	42	44	37	34	33	32	31	29	30	30	28	25	22
32	33	32	31	30	29	28	30	32	32	33	37	39	41	42	43	39	36	36	34	33	31	32	33	33	30	25
34	36	36	35	34	32	32	33	36	36	36	40	41	44	45	45	41	38	38	37	35	33	34	34	34	30	25
35	36	37	36	37	36	34	36	35	37	38	38	41	41	47	47	42	39	39	39	36	36	36	37	36	35	32
30	35	36	37	37	36	36	37	37	38	38	37	40	41	41	41	40	39	38	39	38	36	36	37	36	34	30
24	28	29	29	30	30	30	30	30	31	31	32	32	33	34	33	32	32	32	31	30	30	30	30	27	25	22



West Elevation

Scale 1" = 30'

Dimensions:
150"L x 75"W x 26.5"H

Fixture Mounting Height:
Varies 17' to 21.5'
5' below ceiling level

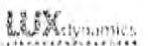
Reflectances:
80/30/15

Fixtures hung 180 degrees indirect

STATISTICS

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
LAP POOL	+	29 fc	41 fc	20 fc	2.1:1	1.5:1
PLAY POOL	+	32 fc	42 fc	26 fc	1.6:1	1.2:1
POOL DECK	□	31 fc	47 fc	17 fc	2.8:1	1.8:1

Calculated values include direct and interreflected components.



Astoria Municipal Pool
(30) LUX-LED-NAT-6

Designer
NM

Date
Oct 20 2014

Scale

Drawing No.
5.0

ULTRA HE LED T8 Retrofit Kits



The SYLVANIA ULTRA HE LED T8 retrofit kits are an energy saving and longer-life alternative to replace traditional fluorescent T12 or T8 lamps. Compared to traditional fluorescent lamps, ULTRA HE LED T8 lamps offer higher efficacy and equivalent light output.

Lamp requires dedicated external driver and non-shunted G13 medium bi-pin holders which are included in the retrofit kit.

For retrofit application, lamps and drivers are offered together as 1-lamp, 2-lamp, 3-lamp and 4-lamp retrofit kits.

Key Features & Benefits

- Lumen package:
 - Up to 1150 lumens @ 10W
 - Up to 2450 lumens @ 19W
 - Up to 2450 lumens @ 22W
- CCT: 3000K, 3500K, 4100K, 5000K
- Beam angle: 150°
- Universal input 120-277V; 50/60Hz (external driver) & 347V; 50/60Hz (external driver)
- THD <20%, power factor >0.90
- G13 medium bi-pin base
- Long life: 60,000 hour life (L₇₀)
- Installation of the retrofit kit does not void the existing luminaire UL listing
- 8 year warranty (12 hour burn cycle), 7 year warranty (16 hour burn cycle), 5 year warranty (24 hour burn cycle)
- Reduces energy consumption up to 35%
- No warm-up time, instant-on with full light output and stable lamp to lamp color
- Glass free, vibration and impact resistant
- No UV emission
- Suitable for dry and damp locations (cannot come in direct contact with water)
- DesignLights Consortium® (DLC) qualified

Product Offering

Length	Lumen Output	Wattage	Color Temperature	CRI
24in.	Up to 1150	10	3000K, 3500K, 4100K, 5000K	>82
48in.	Up to 2450	19	3000K, 3500K, 4100K, 5000K	>82
48in.	Up to 2450	22	3500K, 4100K, 5000K	>82

Application Information

Applications

- Cooler/freezer case
- Cove lighting
- Display case
- General illumination
- High bay
- Parking garage
- Tunnels

Application Notes

1. The ULTRA HE T8 LED lamp is designed to use a dedicated external driver and G13 medium bi-pin non-shunted lamp holders.
2. Operating temperature range between -4°F and 122°F (-20°C and 50°C).
3. Suitable for use in dry and damp environments.
4. The ULTRA HE 1-lamp kit is compatible with the Bodine emergency inverter model ELI-S-20 and the 2-lamp, 3-lamp and 4-lamp kits are compatible with the Bodine model ELI-S-100.
5. Maximum mounting distance between tube and driver is 10 feet.
6. For detailed warranty information, please see www.sylvania.com
7. NSF certified Food Zone (Non-Contact), Splash Zone and Non-Food Zone.

Specifications and Certifications



Specification Data

Catalog #

Type

Project

Comments

Prepared by

Specifications

Energy Data

Ambient Operating Temperature: -4°F to 122°F (-20°C to 50°C)

EMI/RFI: FCC Title 47 CFR, Part 15, Class B

Input Voltage: 120-277V

Input Frequency: 50/60Hz

Input Power: 10W (2ft), 19W (4ft) & 22W (4ft)

Input Current @ 120V_{AC}: 0.09A (2ft) & 0.18A (4ft)

Input Current @ 277V_{AC}: 0.04A (2ft) & 0.08A (4ft)

Power Factor: >0.90

THD: <20%

Lighting Data

Lumen Output: Up to 1150lm (2ft) & 2450lm (4ft)

Lumens per Watt: Up to 129

Correlated Color Temperature (CCT): 3000K, 3500K, 4100K, 5000K

Color Rendering Index (CRI): >82

R9: Up to 21

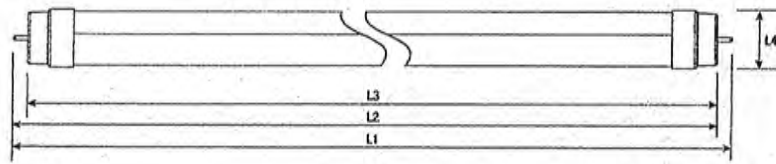
Ordering Information

Item Number	Ordering Abbreviation	Input Voltage (V)	Length (in.)	Lamp Power (W)	System Power (W)	Lumens per Lamp	LPW	Color Temp.	CRI	Beam Angle	No. of Lamps	No. of Drivers	No. of Lamp Holders	DLC (Y/N)
73113	LED10T8/L24/F/1x2HE/830/UNV	120-277	24	10	20	1100	110	3000K	82	150	2	1 Non-Dimmable Driver	4	Y
73099	LED10T8/L24/F/1x2HE/835/UNV	120-277	24	10	20	1100	110	3500K	83	150	2	1 Non-Dimmable Driver	4	Y
73100	LED10T8/L24/F/1x2HE/841/UNV	120-277	24	10	20	1100	110	4100K	85	150	2	1 Non-Dimmable Driver	4	Y
73101	LED10T8/L24/F/1x2HE/850/UNV	120-277	24	10	20	1150	115	5000K	83	150	2	1 Non-Dimmable Driver	4	Y
73119	LED19T8/L48/F/1x2HE/830/UNV	120-277	48	19	38	2350	124	3000K	82	150	2	1 Non-Dimmable Driver	4	Y
73106	LED19T8/L48/F/1x2HE/835/UNV	120-277	48	19	38	2350	124	3500K	83	150	2	1 Non-Dimmable Driver	4	Y
73107	LED19T8/L48/F/1x2HE/841/UNV	120-277	48	19	38	2350	124	4100K	85	150	2	1 Non-Dimmable Driver	4	Y
73108	LED19T8/L48/F/1x2HE/850/UNV	120-277	48	19	38	2450	129	5000K	83	150	2	1 Non-Dimmable Driver	4	Y
73112	LED10T8/L24/F/1x1HE/830/UNV	120-277	24	10	10	1100	110	3000K	82	150	1	1 Non-Dimmable Driver	2	Y
73096	LED10T8/L24/F/1x1HE/835/UNV	120-277	24	10	10	1100	110	3500K	83	150	1	1 Non-Dimmable Driver	2	Y
73097	LED10T8/L24/F/1x1HE/841/UNV	120-277	24	10	10	1100	110	4100K	85	150	1	1 Non-Dimmable Driver	2	Y
73098	LED10T8/L24/F/1x1HE/850/UNV	120-277	24	10	10	1150	115	5000K	83	150	1	1 Non-Dimmable Driver	2	Y
73118	LED19T8/L48/F/1x1HE/830/UNV	120-277	48	19	19	2350	124	3000K	82	150	1	1 Non-Dimmable Driver	2	Y
73102	LED19T8/L48/F/1x1HE/835/UNV	120-277	48	19	19	2350	124	3500K	83	150	1	1 Non-Dimmable Driver	2	Y
73103	LED19T8/L48/F/1x1HE/841/UNV	120-277	48	19	19	2350	124	4100K	85	150	1	1 Non-Dimmable Driver	2	Y
73104	LED19T8/L48/F/1x1HE/850/UNV	120-277	48	19	19	2450	129	5000K	83	150	1	1 Non-Dimmable Driver	2	Y
73114	LED10T8/L24/F/1x3HE/830/UNV	120-277	24	10	30	1100	110	3000K	82	150	3	1 Non-Dimmable Driver	6	Y
73115	LED10T8/L24/F/1x3HE/835/UNV	120-277	24	10	30	1100	110	3500K	83	150	3	1 Non-Dimmable Driver	6	Y
73116	LED10T8/L24/F/1x3HE/841/UNV	120-277	24	10	30	1100	110	4100K	85	150	3	1 Non-Dimmable Driver	6	Y
73117	LED10T8/L24/F/1x3HE/850/UNV	120-277	24	10	30	1100	110	5000K	83	150	3	1 Non-Dimmable Driver	6	Y
73142	LED22T8/L48/F/DIM1x2HE/835/UNV	120-277	48	22	44	2350	107	3500K	83	150	2	1 (0-10V) Dimmable Driver	4	N
73143	LED22T8/L48/F/DIM1x2HE/841/UNV	120-277	48	22	44	2350	107	4100K	85	150	2	1 (0-10V) Dimmable Driver	4	N
73144	LED22T8/L48/F/DIM1x2HE/850/UNV	120-277	48	22	44	2450	111	5000K	83	150	2	1 (0-10V) Dimmable Driver	4	N
73122	LED19T8/L48/F/1x2HE/835/347V	347	48	19	38	2150	113	3500K	90	150	2	1 Non-Dimmable Driver	4	Y
73123	LED19T8/L48/F/1x2HE/841/347V	347	48	19	38	2150	113	4100K	88	150	2	1 Non-Dimmable Driver	4	Y
73124	LED19T8/L48/F/1x2HE/850/347V	347	48	19	38	2150	113	5000K	88	150	2	1 Non-Dimmable Driver	4	Y
73369	LED19T8/L48/F/1x3HE/830/UNV	120-277	48	19	58	2350	122	3000K	82	150	3	1 Non-Dimmable Driver	6	Y
73370	LED19T8/L48/F/1x3HE/835/UNV	120-277	48	19	58	2350	122	3500K	83	150	3	1 Non-Dimmable Driver	6	Y
73371	LED19T8/L48/F/1x3HE/841/UNV	120-277	48	19	58	2350	122	4100K	85	150	3	1 Non-Dimmable Driver	6	Y
73372	LED19T8/L48/F/1x3HE/850/UNV	120-277	48	19	58	2450	127	5000K	83	150	3	1 Non-Dimmable Driver	6	Y
73365	LED19T8/L48/F/1x4HE/830/UNV	120-277	48	19	78	2350	121	3000K	82	150	4	1 Non-Dimmable Driver	8	Y
73366	LED19T8/L48/F/1x4HE/835/UNV	120-277	48	19	78	2350	121	3500K	83	150	4	1 Non-Dimmable Driver	8	Y
73367	LED19T8/L48/F/1x4HE/841/UNV	120-277	48	19	78	2350	121	4100K	85	150	4	1 Non-Dimmable Driver	8	Y
73368	LED19T8/L48/F/1x4HE/850/UNV	120-277	48	19	78	2450	126	5000K	83	150	4	1 Non-Dimmable Driver	8	Y

Ordering Guide

LED	10	T8	/	L	24	/	F	/	1	X	2	HE	/	8	35	/	UNV
LED	Wattage	Lamp Type		Length	24 Inches Overall Length		Frosted Lens		1 Driver/Kit		2 Lamps/Kit	High Efficiency		CRI 83	Color Temperature 35 = 3500K		Universal Voltage

Assembly Diagram



Product Description	L1 End of Base Pin to End of Opposite Pin End	L2 Base Face to End of Opposite Base Pin	L3 Base Face to Base Face	L4 Bulb Outside Diameter
LED10T8L24 (2ft)	23.725" \pm 0.055" (602.6mm \pm 1.4mm)	23.45" \pm 0.05" (595.65mm \pm 1.25mm)	max 23.22" (589.8mm)	1.02" \pm 0.08" (25.9mm \pm 2.0mm)
LED19T8L48 (4ft)	47.725" \pm 0.055" (1212.2mm \pm 1.4mm)	47.45" \pm 0.05" (1205.25mm \pm 1.25mm)	max 47.22" (1199.4mm)	1.02" \pm 0.08" (25.9mm \pm 2.0mm)
LED22T8L48 (4ft)	47.725" \pm 0.055" (1212.2mm \pm 1.4mm)	47.45" \pm 0.05" (1205.25mm \pm 1.25mm)	max 47.22" (1199.4mm)	1.02" \pm 0.08" (25.9mm \pm 2.0mm)

Dimensions:

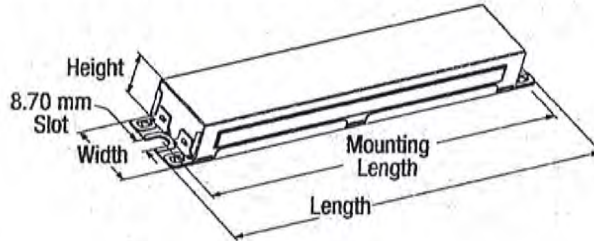
Overall: 9.4" L x 1.8" W x 1.2" H

Mounting: 8.90"

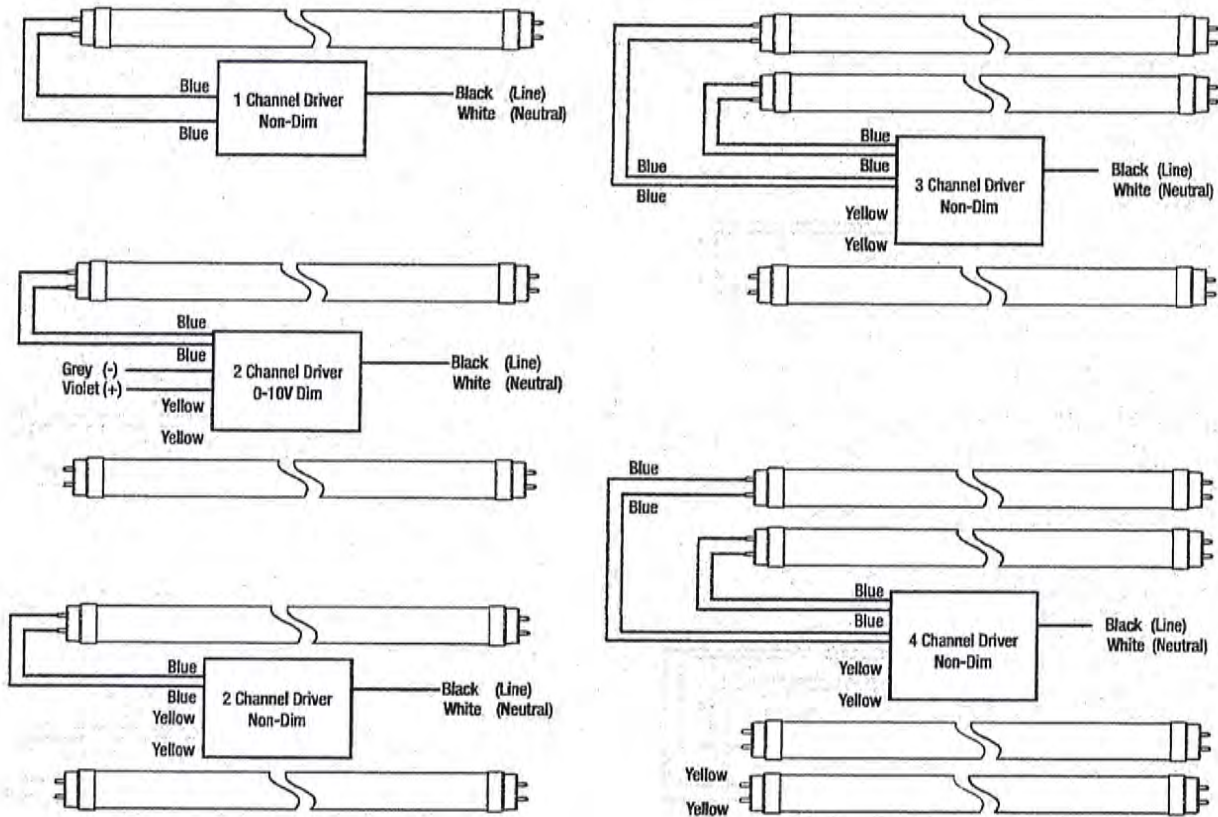
Wiring:

Input lead length 29.5" (750mm), 18 AWG

Output lead length 11.0" (280mm), 20 AWG



Wiring Diagram



Note:

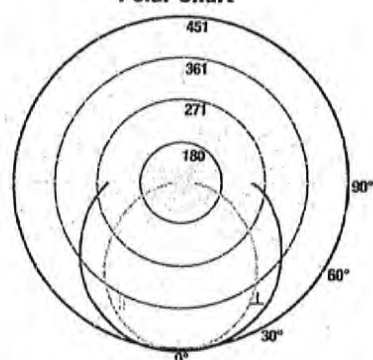
1. Driver output is polarity neutral.
2. Electrical connection can be made through either end of the lamp.
3. For 1 lamp operation, cap off unused leads.

Photometric Information

Illuminance at a Distance

	Center Beam Illuminance	Beam Width	
		Along \parallel	Across \perp
6.5 ft	10.4 fc	17.1 ft	106.6 ft
13 ft	2.6 fc	34.4 ft	212.9 ft
20 ft	1.1 fc	51.5 ft	319.6 ft

Polar Chart



Maximum intensity: 451 cd
 — Across \perp
 - - - Along \parallel

Total Lumen Distribution

Zone	Lumens	% Lamp
0-30	352	17
0-40	583	28
0-60	1082	53
0-90	1647	80
60-90	565	27
0-80	2062	100

Photometric information for LED19T8L48/F/1x1HE/830/UNV; 1 lamp operation

Warranty

ULTRA HE LED T8 Retrofit Kits are covered by the LED T8 System Limited Warranty, a comprehensive system warranty. For additional details, please visit www.sylvania.com/warranty

OSRAM

Americas Headquarters

OSRAM SYLVANIA Inc.

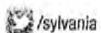
100 Endicott Street

Danvers, MA 01923 USA

Phone 1-800-LIGHTBULB (1-800-544-4828)

www.sylvania.com

SYLVANIA is a registered trademark of OSRAM SYLVANIA Inc.
 The DesignLights Consortium mark is a registered trademark of DesignLights Consortium.
 Specifications subject to change without notice.

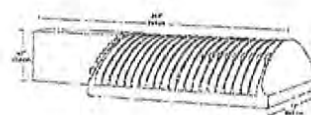


ALED2T78

Specification Grade Area lights available in IES Type II distributions. For use in parking lots, roadways, pathways and general area lighting. Mounts to 4" square steel poles at 15-25'. Designed to replace 250W Metal Halide Area Lights. Patent Pending thermal management system. 5 Year Warranty.

Color: Bronze

Weight: 32.0 lbs



LED Info

Watts: 78W
Color Temp: 5100K (Cool)
Color Accuracy: 67
L70 Lifespan: 100000
LM79 Lumens: 7716
Efficacy: 97 LPW

Driver Info

Type: Constant Current
120V: 0.66A
208V: 0.41A
240V: 0.35A
277V: 0.30A
Input Watts: 79W
Efficiency: 98%

Technical Specifications

UL Listing:

Suitable for wet locations as a downlight.

Lumen Maintenance:

100,000-hour LED lifespan based on IES LM-80 results and TM-21 calculations.

IES Classification:

The Type II distribution is ideal for wide walkways, on ramps and entrance roadways, bike paths and other long and narrow lighting applications. This type is meant for lighting larger areas and usually is located near the roadside. This type of lighting is commonly found on smaller side streets or jogging paths.

Effective Projected Area:

EPA = 0.75

LEDs:

Six (6) multi-chip, 13W, high-output, long-life LEDs.

Driver:

Constant Current, Class 2, 2000mA, 100-277V, 50-60Hz, 1.1A, Power Factor 99%

THD:

5.0% at 120V, 12.3% at 277V

Ambient Temperature:

Suitable for use in 40°C ambient temperatures.

Surge Protection:

4kV

Cold Weather Starting:

The minimum starting temperature is -40°F/-40°C.

Thermal Management:

Superior heat sinking with external Air-Flow fins.

Housing:

Die cast aluminum housing, lens frame and mounting arm.

Color Consistency:

3-step MacAdam Ellipse binning to achieve consistent fixture-to-fixture color.

Color Stability:

LED color temperature is warranted to shift no more than 200K in CCT over a 5 year period.

Color Uniformity:

RAB's range of CCT (Correlated color temperature) follows the guidelines of the American National Standard for Specifications for the Chromaticity of Solid State Lighting (SSL) Products, ANSI C78.377-2008.

Reflector:

Specular vacuum-metallized polycarbonate

Gaskets:

High temperature silicone gaskets.

Finish:

Our environmentally friendly polyester powder coatings are formulated for high-durability and long-lasting color, and contains no VOC or toxic heavy metals.

Surge Protector:

ALED78 is available with a 6kV surge protector (SP6). SP6 available .

Green Technology:

Mercury and UV free.

RAB
LIGHTING

Tech Help Line: 888 RAB-1000

Email: sales@rabweb.com

On the web at: www.rabweb.com

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Note: Specifications are subject to change without notice

Page 1 of 2

IESNA LM-79 & IESNA LM-80 Testing:

RAB LED luminaires have been tested by an independent laboratory in accordance with IESNA LM-79 and 80, and have received the Department of Energy "Lighting Facts" label.

DLC Listed:

This product is on the Design Lights Consortium (DLC) Qualified Products List and is eligible for rebates from DLC Member Utilities.

Replacement:

The ALED78 replaces 250W Metal Halide Area Lights.

California Title 24:

See ALED2T78/D10, ALED2T78/BL, ALED2T78/PCS, ALED2T78/PCS2, or ALED2T78/PCT for a 2013 California Title 24 compliant product. Any additional component requirements will be listed in the Title 24 section under technical specifications on the product page.

Warranty:

RAB warrants that our LED products will be free from defects in materials and workmanship for a period of five (5) years from the date of delivery to the end user, including coverage of light output, color stability, driver performance and fixture finish.

Patents:

The ALED design is protected by patents in the U.S. Pat. 668,370, Canada Pat. 144956, China ZL201230100154.X, and Mexico Pat. 38423. Pending patents in Taiwan.

For use on LEED Buildings:

IDA Dark Sky Approval means that this fixture can be used to achieve LEED Credits for Light Pollution Reduction.

Dark Sky Approved:

The International Dark Sky Association has approved this product as a full cutoff, fully shielded luminaire.

Country of Origin:

Designed by RAB in New Jersey and assembled in the USA by RAB's IBEW Local 3 workers.

Buy American Act Compliant:

This product is a COTS item manufactured in the United States, and is compliant with the Buy American Act.

Recovery Act (ARRA) Compliant:

This product complies with the 52.225-21 "Required Use of American Iron, Steel, and Manufactured Goods--Buy American Act-- Construction Materials (October 2010).

Trade Agreements Act Compliant:

This product is a COTS item manufactured in the United States, and is compliant with the Trade Agreements Act.

GSA Schedule:

Suitable in accordance with FAR Subpart 25.4.





FEATURES & SPECIFICATIONS

INTENDED USE — This LED strip offers long maintenance-free life, several color temperatures, lumen outputs and lengths. Ideal for new construction and retrofit applications in T8 lengths. Ideal for uplight and downlight in commercial, retail, manufacturing, warehouse, cove and display applications. **Certain airborne contaminants can diminish integrity of acrylic. Click here for Acrylic Environmental Compatibility table for suitable uses.**

CONSTRUCTION — Compact-design channel and cover are formed from code-gauge cold-rolled steel. Easy to install row aligner included for continuous row mounting.

Finish: Paint options include high-gloss, baked white enamel (WH), galvanized (GALV), matte black (MB) and smoke gray (SKGY). Five-stage iron phosphate pre-treatment ensures superior paint adhesion and rust resistance.

OPTICS — Standard diffuse snap on/snap off lens eliminates pixels, improves uniformity and minimizes glare. L/LENS option available.

ELECTRICAL — Utilizes high-output LEDs integrated on a two-layer circuit board, ensuring cool-running operation. Internal pluggable wiring harness prevents wiring errors. Electronic LED driver is rated for 75 input watts maximum (see Operational Data on page two for actual wattage consumption), **multi-volt input and 0-10V dimming standard.** This fixture is designed to withstand a maximum line surge of 1.5kV at 0.75kA combination wave for indoor locations, for applications requiring higher level of protection additional surge protection must be provided.

LEDs provide 83 CRI at 3000 K, 3500 K, 4000 K or 5000 K.

Lumen output up to 2,000 lumens per foot. In 86°F (30°C) ambient environments, L70 is predicted to be 100,000+ hours, L85 at 65,000 hours. Luminaire should be installed in applications where ambient temperatures do not exceed 86°F (30°C). Ambient temperatures that exceed 86°F (30°C) will result in reduced life and will void warranty.

INSTALLATION — Tool-less channel cover for easy installation.

Fixture may be surface, pendant or stem mounted. Three-point aligner locks in place for easy continuous row mounting.

LISTINGS — UL Listed, CSA certified to US and Canadian safety standards. For use in damp locations between -4°F (-20°C) and 86°F (30°C).

DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org to confirm which versions are qualified.

WARRANTY — 5-year limited warranty. Complete warranty terms located at www.aculitybrands.com/CustomerResources/Terms_and_conditions.aspx

Actual performance may differ as a result of end-user environment and application.

Actual wattage may differ by +/- 5% when operating between 120-277V +/- 10%.

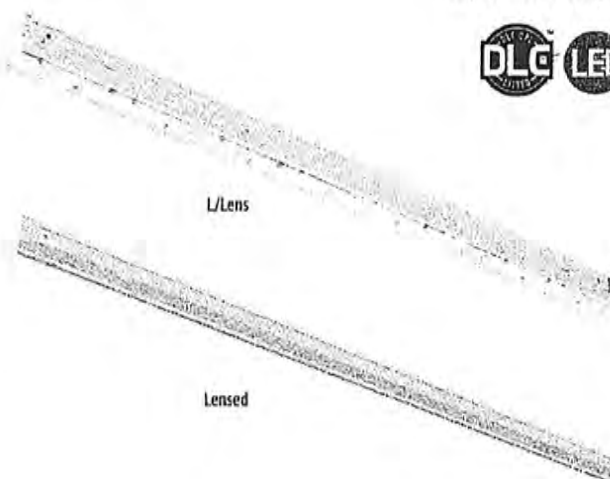
Note: Specifications subject to change without notice.

Catalog Number
Notes
Type

LED Striplight

HZL1N

24", 48" and 96" Lengths



ORDERING INFORMATION

Lead times will vary depending on options selected. Consult with your sales representative.

Example: HZL1N L48 3000LM FST MVOLT 40K 80CRI WH

Series	Length	Nominal lumens ¹	Diffuser	Voltage	Color temperature	Color rendering index	Options	Paint finish
HZL1N LED striplight	L24 24"	3000LM 3,000 lumens	FST Snap on frosted, diffuse	MVOLT 120-277V	40K 4000 K	80CRI 80 CRI	PLR Plug-in wiring ³	WH White
	L46 46"	3000LM 3,000 lumens		HVOLT 347/480V ²	30K 3000 K	90CRI 90 CRI		GALV Galvanized
	L48 48"	5000LM 5,000 lumens	L/LENS No diffuser		35K 3500 K			MB Matte black
		7000LM 7,000 lumens			50K 5000 K			SKGY Smoke gray
HTZL1N LED striplight	L92 92"	6000LM 6,000 lumens						
	L96 96"	10000LM 10,000 lumens 14000LM 14,000 lumens						

Accessories: Order as separate catalog number.

HC36 Hanger chain, 36"	WG224 24" wireguard, white
ZACVH Aircraft cable with hook	WG246 46" wireguard, white ⁴
LSXR Sensor Switch ⁵ LSXR occupancy sensor ²	WG248 48" wireguard, white ⁴
ZSPRG For 15/16" T-grid only	

EMERGENCY OPTIONS⁵

Consider CSAC ISM 375

Notes

- 1 See Operational Data on page 2 for actual lumens.
- 2 Not available with L24, 24" fixture.
- 3 See ordering information on page 3.
- 4 Order 2 for tandem double length fixtures (HTZL1N).
- 5 See ordering information on page 4.

HZL1N LED Striplight

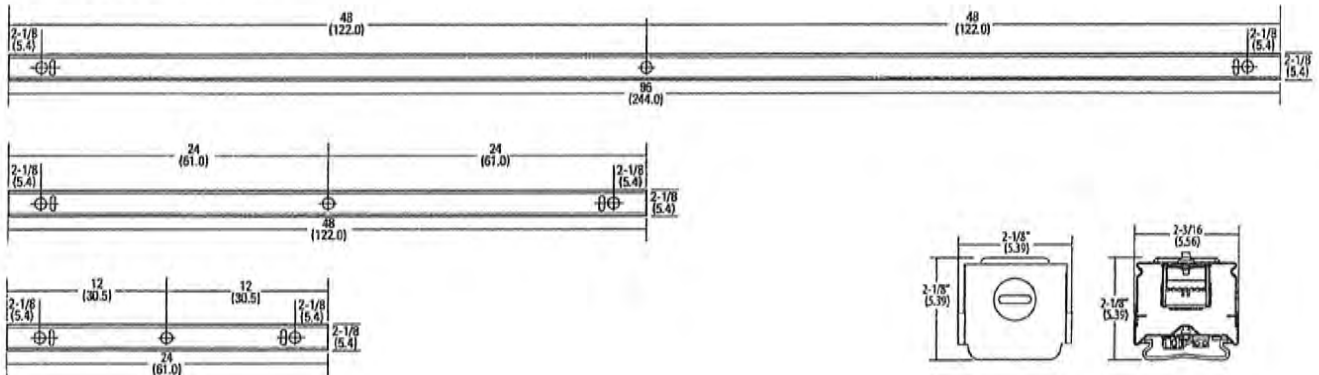
OPERATIONAL DATA								
	Nominal lumen package	Length (inches)	Delivered lumens 3000 K CCT @ 77°F (25°C) ambient temperature	Delivered lumens 3500 K CCT @ 77°F (25°C) ambient temperature	Delivered lumens 4000 K CCT @ 77°F (25°C) ambient temperature	Delivered lumens 5000 K CCT @ 77°F (25°C) ambient temperature	Wattage @ 120V/277V	Comparable light source
Lensed	3,000LM	24	2,805	2,921	3,177	3,400	34W/32W	1-lamp 32W T8, 1-lamp 54W T5HO, 50W HID
	3,000LM	46 or 48	2,532	2,636	2,834	3,068	32W/31W	1-lamp 32W T8, 1-lamp 54W T5HO, 50W HID
	5,000LM	46 or 48	3,923	4,085	4,391	4,754	42W/41W	2-lamp 32W T8, 1-lamp 54W T5HO, 70W HID
	7,000LM	46 or 48	5,914	6,158	6,619	7,231	72W/70W	3-lamp 32W T8, 2-lamp 54W T5HO, 100W HID
	6,000LM	92 or 96	5,064	5,273	5,668	6,136	64W/62W	3-lamp 32W T8, 2-lamp 54W T5HO, 100W HID
	10,000LM	92 or 96	7,846	8,170	8,782	9,508	84W/82W	4-lamp 32W T8, 2-lamp 54W T5HO, 100W HID
	14,000LM	92 or 96	11,828	12,316	13,239	14,462	144W/140W	4-lamp 32W T8, 3-lamp 54W T5HO, 150W HID
Unlensed	3,000LM	24	3,165	3,295	3,582	3,835	34W/32W	1-lamp 32W T8, 1-lamp 54W T5HO, 50W HID
	3,000LM	46 or 48	2,865	2,983	3,207	3,472	32W/31W	1-lamp 32W T8, 1-lamp 54W T5HO, 50W HID
	5,000LM	46 or 48	4,439	4,622	4,968	5,379	42W/41W	2-lamp 32W T8, 1-lamp 54W T5HO, 70W HID
	7,000LM	46 or 48	6,737	7,015	7,541	8,164	72W/70W	3-lamp 32W T8, 2-lamp 54W T5HO, 100W HID
	6,000LM	92 or 96	5,730	5,966	6,413	6,944	64W/62W	3-lamp 32W T8, 2-lamp 54W T5HO, 100W HID
	10,000LM	92 or 96	8,878	9,244	9,937	10,759	84W/82W	4-lamp 32W T8, 2-lamp 54W T5HO, 100W HID
	14,000LM	92 or 96	13,474	14,031	15,082	16,329	144W/140W	4-lamp 32W T8, 3-lamp 54W T5HO, 150W HID

PROJECTED LUMEN MAINTENANCE								
Operating hours	0	10,000	20,000	30,000	40,000	50,000	60,000	100,000
Projected relative lumen output	1	0.9678	0.9454	0.9235	0.9021	0.8812	0.8608	0.7839

DIMENSIONS

All dimensions are shown in inches (centimeters) unless otherwise noted.

Specifications subject to change without notice.



PHOTOMETRICS

Please see www.holophane.com.

HZL1N LED Striplight

PRODUCT INFORMATION

Advanced plug-in system with three-circuit capability. Available on industrial and strip products and a variety of architectural products mounted in continuous rows. 1, 2, 3 and 4-lamp fixtures. PLR22 (2-circuit) and PLR33 (3-circuit) crossover harness switches hot circuit serving next fixture in row. Reduces fixture types on job for alternating circuit applications (see example below.)

Easymone-step installation, saves up to 35% on labor costs. Expanded switching flexibility helps save energy. Rows can be 50% longer with two-circuit systems. Polarized, lock-together nylon connectors prevent miswiring in the field. #12 THHN conductor, rated 600V, 90°C. White neutral wire included. Grounding accomplished by fixture in-row connectors.

CSA certified systems available with up to 2 circuits. G ground required.

Note: Specifications subject to change without notice.

ORDERING INFORMATION

Lead times will vary depending on options selected. Consult with your sales representative.

Series	Number of hot wires		Branch circuits			Ground
PLR	(blank)	Not required for 22 or 33	<u>Circuits to which ballast is connected</u>			(blank) No ground in PLR
PLR22	1	Black	(blank)	Not required for 22 or 33	C Blue wire ¹	G Ground. Maximum 2 circuits
PLR33	2	Black and red	A	Black wire	AB Outboard lamps to black, inboard to red	
	3	Black, red and blue ¹	B	Red wire	AC Outboard lamps to black, inboard to blue	

Notes

¹ Ground not available.

Typical Applications

- Multiple-circuit and single-circuit for longer continuous rows
- Multiple-circuit with alternating fixtures on separate circuits, 2-circuit (PLR 22) and 3-circuit (PLR 33)
- Multiple circuit with night-lights located along row as desired

TYPICAL APPLICATIONS										
PLR 3 C (All PLR22)	PLR 3 C	PLR 3 C	PLR 3 C	PLR 2 B	PLR 2 B	PLR 2 B	PLR 2 B	PLR 1	PLR 1	PLR 1
Circuit A	Circuit B	Circuit A	Circuit B	Circuit A	Circuit B	Circuit A	Circuit B	Circuit A	Circuit B	Circuit A
(All PLR33)										
Circuit A	Circuit B	Circuit C	Circuit A	Circuit B	Circuit C	Circuit A	Circuit B	Circuit C	Circuit A	Circuit B
PLR 3 A	PLR 3 A	PLR 3 A	PLR 3 C	PLR 3 B	PLR 3 B	PLR 3 B	PLR 3 C	PLR 3 A	PLR 3 A	PLR 3 A

PRODUCT INFORMATION

A standard occupancy time delay is also present to ensure lights turn off (once minimum on timer has also elapsed) if no occupancy is detected.

This timer is factory set at 10 minutes to promote energy savings, but is adjustable between 30 seconds and 30 minutes. These adjustments may be done through the unit's push-button.

FEATURES

- Four interchangeable lenses - high mount 360°, low mount 360°, high mount aisleway, and small motion 360°.
- Integrated mounting bracket drops lens down 3" from chase nipple - no bracket accessory required.
- 100% digital PIR detection - provides excellent RF immunity

Note: Specifications subject to change without notice.

ORDERING INFORMATION

Lead times will vary depending on options selected. Consult with your sales representative.

Example: LSXR 10 ADC HVOLT 30M

LSXR		Lens option				Dimming/photocell	
Series	Passive Infrared Indoor Occupancy Sensor	(blank)	No lens	610	High and low mount 360°	(blank)	None
		6	High mount, 360°	650	High mount 360° and aisleway	HL	High/low occupancy operation
		10	Low mount, 360°	3PK	High and low mount 360° and aisleway	P	Switching photocell (on/off)
		50	High mount aisleway	4PK	All lenses	ADC	Dimming and switching photocell
		9	Small motion, 360°			ANL	Dimming and switching photocell with high/low occupancy operation
Voltage		Max dim level		Min dim level		Temp humidity	
(blank)	120-277 VAC (MVOLT)	(blank)	10 VDC	(blank)	Minimum dimming level of ballast	(blank)	None
		9H	9 VDC	1V	1 VDC	LT	Low temperature
		8H	8 VDC	2V	2 VDC		
		7H	7 VDC	3V	3 VDC		
				4V	4 VDC		
				5V	5 VDC		
				6V	6 VDC		
HVOLT						Default time delay	
	347/480 VAC					(blank)	10 minutes (with minimum 15 minutes on time)
						5M	5 minutes (LED only)
						15M	15 minutes
						20M	20 minutes
						30M	30 minutes



FEATURES & SPECIFICATIONS

INTENDED USE — LBL provides a digital lighting platform to deliver general ambient lighting for surface-mount applications. Light engine delivers long life and excellent color to ensure a sound quality, low-maintenance light installation.

CONSTRUCTION — Metal parts are die formed from code-gauge steel. Prismatic diffuser is 100% acrylic with sonically welded luminous ends. Continuous side flanges on fixture body provide light trap and continuous diffuser support to prevent accidental opening and simplify maintenance.

Finish: Five-stage iron phosphate pretreatment assures superior paint adhesion and rust resistance.

Painted parts finished with high-gloss, high-reflectivity baked white polyester enamel (low VOC).

OPTICS — Curved prismatic diffuser with linear side prisms and highly transmissive overlay minimizes lamp image and provides high-angle brightness control. Luminous end plates soften appearance for improved aesthetics.

ELECTRICAL — Long-life LEDs, coupled with high-efficiency drivers, provide extended service life. LBL is rated to deliver L70 performance at 50,000 hours.

LISTINGS — CSA certified to U.S. and Canadian standards. Damp listed.

DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

WARRANTY — 5-year limited warranty. Complete warranty terms located at www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx

Note: Specifications subject to change without notice.

Catalog Number
Notes
Type

Contractor Select

LED Wraparound

2' and 4'
LED



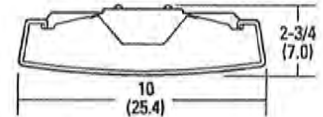
Specifications

Length: 24 (61.0)

• 48 (122.0)

Width: 10 (25.4)

Depth: 2-3/4 (7.0)



All dimensions are inches (centimeters) unless otherwise indicated.

MOUNTING DATA

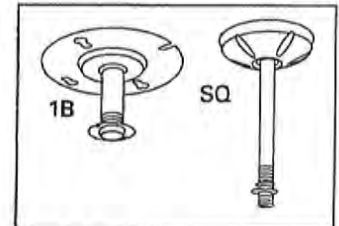
For unit or row installation, surface or stem mounting. Stem mounting not available on TLB units.

Individual Installation —

Two single-stem hangers required.

Row Installation —

One hanger per fixture plus one row required.



ORDERING INFORMATION

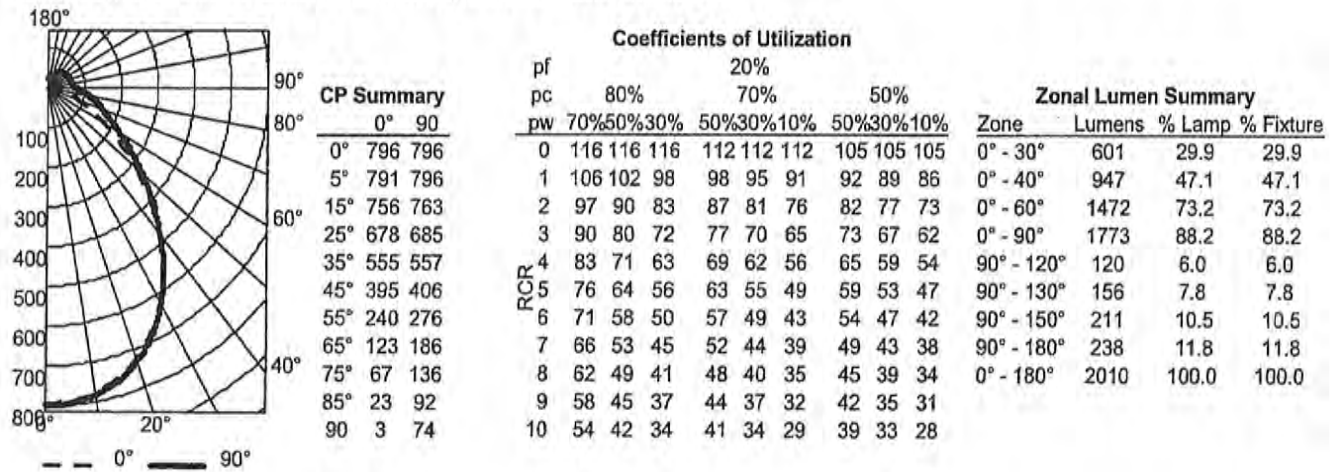
Catalog number	UPC	Description	Lumens	Color temperature	Lens type	Voltage	Wattage	Pallet qty	Standard carton qty.
LBL2 LP835	753573917564	2' LED Wraparound	2,000	3500K	Patterned #12 acrylic	120-277	26	112	1
LBL2 LP840	753573917595	2' LED Wraparound	2,000	4000K	Patterned #12 acrylic	120-277	26	112	1
LBL4 LP835	753573917601	4' LED Wraparound	4,000	3500K	Patterned #12 acrylic	120-277	50	56	1
LBL4 LP840	753573917632	4' LED Wraparound	4,000	4000K	Patterned #12 acrylic	120-277	50	56	1
LBL4 347 LP835	753573917649	4' LED Wraparound	4,000	3500K	Patterned #12 acrylic	347	50	56	1
LBL4 347 LP840	820476010279	4' LED Wraparound	4,000	4000K	Patterned #12 acrylic	347	50	56	1
LBL2 LP835 DIM	888791232363	2' LED Dimmable Wraparound	2,000	3500k	Patterned #12 acrylic	120-277	26	112	1
LBL2 LP840 DIM	888791232387	2' LED Dimmable Wraparound	2,000	4000k	Patterned #12 acrylic	120-277	26	112	1
LBL4 LP835 DIM	888791232417	4' LED Dimmable Wraparound	4,000	3500k	Patterned #12 acrylic	120-277	50	56	1
LBL4 LP840 DIM	888791232448	4' LED Dimmable Wraparound	4,000	4000k	Patterned #12 acrylic	120-277	50	56	1

Notes

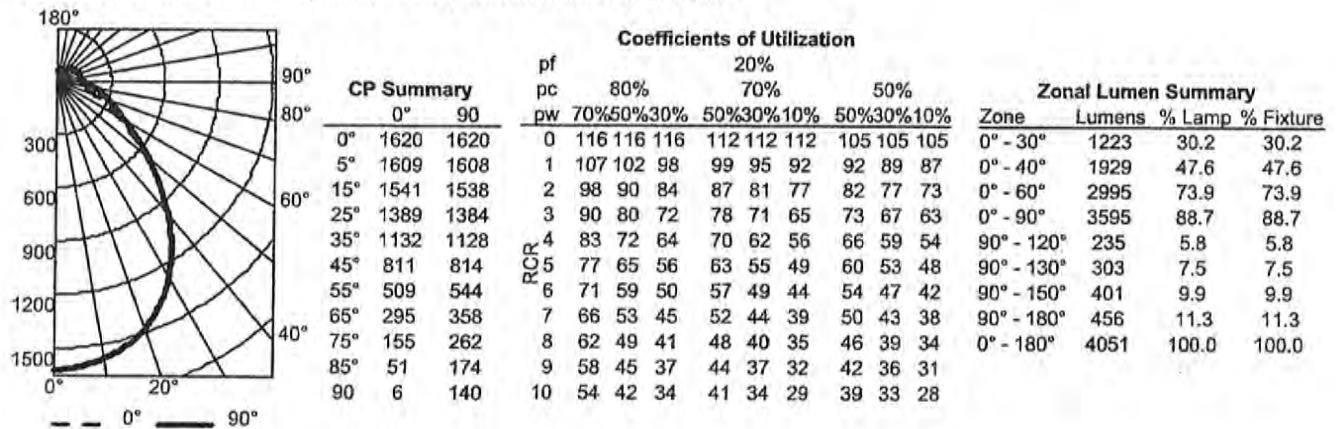
- 347V option not available.
- Non-stock standard manufacturing lead times apply. Step-down transformer will not fit in LBL2.

PHOTOMETRICS

LBL2 LP835, 2010.5 delivered lumens, test no. LTL22712, tested in accordance to IESNA LM-79.



LBL4 LP835, 4050.9 delivered lumens, test no. LTL22675, tested in accordance to IESNA LM-79.



LED-WRAPAROUND



Elite A-Lamp Omni-Directional

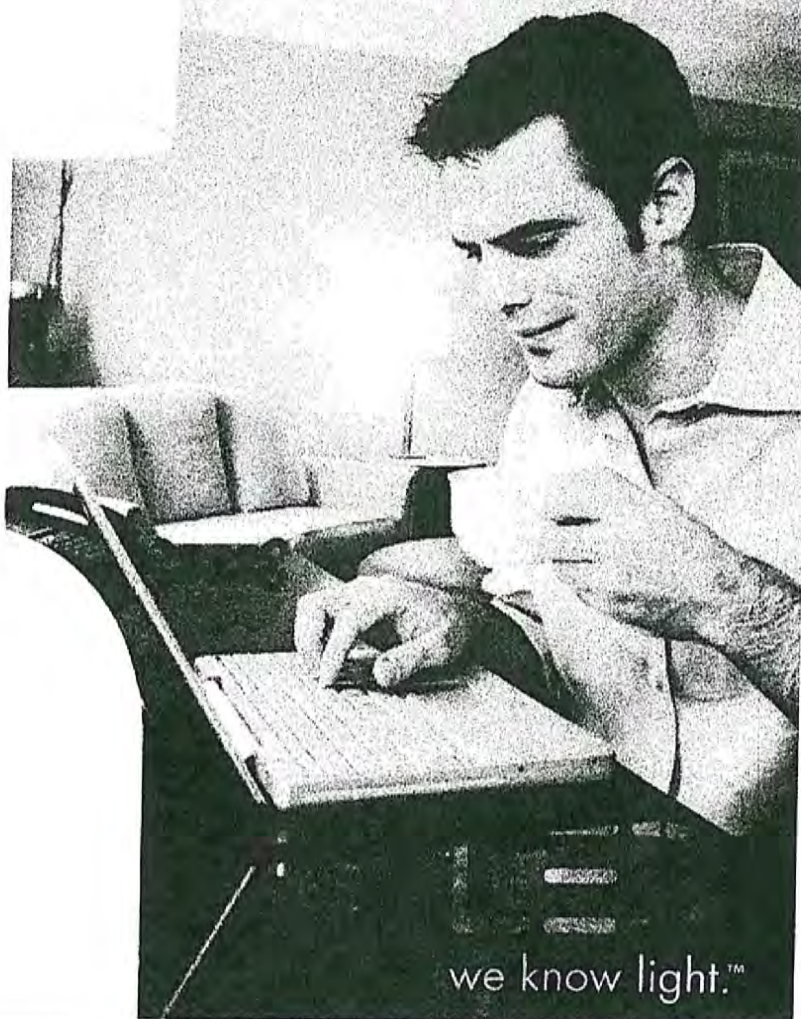
High efficiency A-Lamps. Omni-directional light output to suit all applications.

Limitless options for the following applications:

- General Lighting
- Floor Lamps
- Ceiling Fixtures
- Table Lamps
- Sconces

Great features and benefits:

- Energy Efficient: 80% more efficient than halogen alternatives.
- Omni-directional light distribution.
- Smooth, uniform dimming; also available as non-dimming.
- Long life: 25,000 hours
- Replaces 40W and 60W incandescents.
- NEW smooth outer housing.
- Excellent Color consistency and high color rendering (CRI).
- Available in 2400, 2700K, 3000K and 4100K.



10W Omni-Directional
A-Lamp



7W Omni-Directional
A-Lamp

we know light.™

TCP®

325 Campus Dr. | Aurora, Ohio 44202 | P: 800-324-1496 | tcp.com

©TCP MAR 2014/50160



ELITE Series

LED Omni-Directional A-Lamp

LED 25,000 Hours average rated life, 120 Volts

Applications:

Ideal for applications where uniform multi-directional light output is required.

- + General Lighting
- + Sconces
- + Table Lamps
- + Ceiling Fixtures
- + Floor Lamps



Features

Up to 80% less energy than halogen alternatives
Long life
Smooth, clean outside housing
Very low heat generation

Excellent Color Consistency and CRI

UL approved for damp location and enclosed fixtures

Shatter resistant

ANSI construction compliant

Benefits

Instant energy savings

Minimizes replacement and maintenance costs

Seamlessly blends into lighting applications.

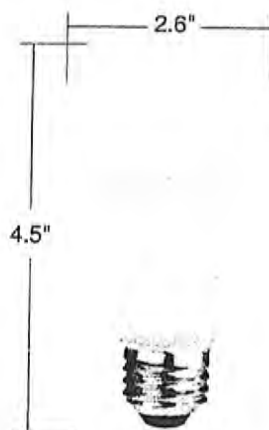
Perfect for sensitive display lighting such as art galleries.

Enhances colors of focal point while maintaining uniformity throughout lighting installation from lamp to lamp.

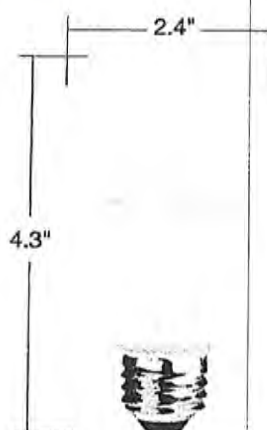
Can be used outdoors when protected from elements. Withstands humidity indoors/outdoors.

Lower the risk of injury and breakage

Fits all A-Lamp sockets



10W Omni-Directional A-Lamp



7W Omni-Directional A-Lamp



5 YEAR WARRANTY*

For the most up-to-date specs, please visit www.tcp.com

*Based on 12 hours use per day

TCP®

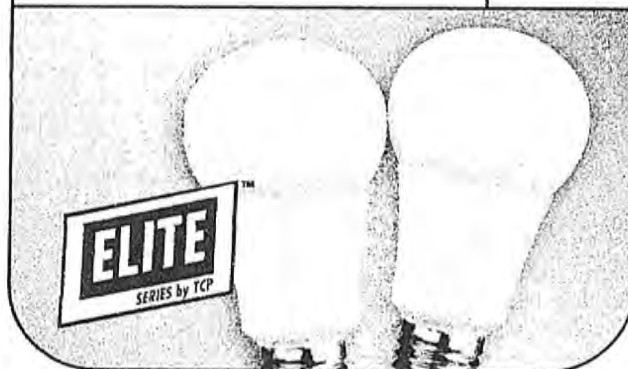
325 Campus Dr. | Aurora, Ohio 44202 | P: 1-800-324-1496 | tcp.com

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Catalog Number

Notes

Type



Specifications

Input Line Voltage:	120 VAC
Input Power	See Chart
Input Line Frequency	50/60HZ
Lamp Life (Rated)	25,000 hrs
Minimum Starting Temp	-20°C
Maximum Operating Temp	40°C
CRI	82


Omni-Directional Light Distribution





ELITE Series

LED Omni-Directional A-Lamp

Warranties and Certifications:	Item #	Description	Voltage	Wattage	Incandescent Wattage Comparison	Lumens	LPW	CCT	CRI	M.O.L. (inches)	Diameter (inches)	Case Quantity
 5 YEAR WARRANTY* For the most up-to-date specs, please visit www.tcpi.com <small>*Based on 12 hours use per day</small>	Smooth Uniform Dimming – Omni-Directional											
	10W A-Lamp											
	LED10A19D0D24K	Dimmable 10W Omni-Directional A19 - 2400K	120	10	60	800	80.0	2400K	82	4.5	2.6	12
	LED10A19D0D27K	Dimmable 10W Omni-Directional A19 - 2700K	120	10	60	800	80.0	2700K	82	4.5	2.6	12
	LED10A19D0D30K	Dimmable 10W Omni-Directional A19 - 3000K	120	10	60	825	82.5	3000K	82	4.5	2.6	12
	LED10A19D0D41K	Dimmable 10W Omni-Directional A19 - 4100K	120	10	60	850	85.0	4100K	82	4.5	2.6	12
	7W A-Lamp											
	LED7A19D0D24K	Dimmable 7W Omni-Directional A19 - 2400K	120	7	40	450	64.3	2400K	82	4.5	2.6	12
	LED7A19D0D27K	Dimmable 7W Omni-Directional A19 - 2700K	120	7	40	450	64.3	2700K	82	4.5	2.6	12
	LED7A19D0D30K	Dimmable 7W Omni-Directional A19 - 3000K	120	7	40	475	67.9	3000K	82	4.5	2.6	12
	LED7A19D0D41K	Dimmable 7W Omni-Directional A19 - 4100K	120	7	40	500	71.4	4100K	82	4.5	2.6	12
	Non-Dimmable Options – Omni-Directional											
	10W A-Lamp											
	LED10A19D0D27K	Non-Dimmable 10W Omni-Directional A19 - 2700K	120	10	60	800	80.0	2700K	82	4.3	2.4	12
	LED10A19D0D30K	Non-Dimmable 10W Omni-Directional A19 - 3000K	120	10	60	825	82.5	3000K	82	4.3	2.4	12
	7W A-Lamp											
	LED7A19D0D27K	Non-Dimmable 7W Omni-Directional A19 - 2700K	120	7	40	450	64.3	2700K	82	4.3	2.4	12
	LED7A19D0D30K	Non-Dimmable 7W Omni-Directional A19 - 3000K	120	7	40	475	67.9	3000K	82	4.3	2.4	12

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CANVAS78SF

Precision 6H x 4V optics make this 78 Watt slipfitter floodlight a great choice for illuminating large signs and building facades.

Color: Bronze

Weight: 26.6 lbs

Project:

Type:

Prepared By:

Date:

Driver Info

Type:	Constant Current	Watts:	78W
120V:	0.82A	Color Temp:	5000K (Cool)
208V:	0.53A	Color Accuracy:	66 CRI
240V:	0.46A	L70 Lifespan:	100,000
277V:	0.40A	Lumens:	8,159
Input Watts:	89W	Efficacy:	92 LPW
Efficiency:	88%		

LED Info**Technical Specifications****Listings****UL Listing:**

Suitable for wet locations. Suitable for ground mounting.

DLC Listed:

This product is on the Design Lights Consortium (DLC) Qualified Products List and is eligible for rebates from DLC Member Utilities.

IESNA LM-79 & LM-80 Testing:

RAB LED luminaires have been tested by an independent laboratory in accordance with IESNA LM-79 and LM-80, and have received the Department of Energy "Lighting Facts" label.

Construction**IP Rating:**

Ingress Protection rating of IP66 for dust and water

Effective Projected Area:

EPA = 1.2

Cold Weather Starting:

Minimum starting temperature is -40°F/-40°C

Ambient Temperature:

Suitable for use in 40°C (104°F) ambient temperatures

Thermal Management:

Superior thermal management with external Air-Flow fins

Housing:

Precision die-cast aluminum housing and door frame

Mounting:

2 3/8" slipfitter mount with stainless steel hardware

Lens:

Microprismatic diffusion lens for smooth and even light distribution

Reflector:

Vacuum-metalized, specular polycarbonate

Gaskets:

High-temperature silicone

Finish:

Our environmentally friendly polyester powder coatings are formulated for high-durability and long-lasting color, and contains no VOC or toxic heavy metals.

Green Technology:

Mercury and UV free, and RoHS compliant. Polyester powder coat formulated without the use of VOC or toxic heavy metals.

LED Characteristics**LEDs:**

Multi-chip, high-output, long-life LEDs

Lifespan:

100,000-hour LED lifespan based on IES LM-80 results and TM-21 calculations.

Color Consistency:

7-step MacAdam Ellipse binning to achieve consistent fixture-to-fixture color.

Color Stability:

LED color temperature is warranted to shift no more than 200K in CCT over a 5 year period.

Color Uniformity:

RAB's range of CCT (Correlated Color Temperature) follows the guidelines of the American National Standard for Specifications for the Chromaticity of Solid State Lighting (SSL) Products, ANSI C78.377-2011.

Electrical**Drivers:**

Constant current, Class 2, 100-277V, 50/60 Hz, 6kV Surge Protection, 720mA, 100-277V: 0.4A, THD <20%, Power Factor 99.2%

Optical**NEMA Type:**

NEMA Beam Spread of 6H x 4V

Replacement:

The CANVAS78 replaces 250W MH floodlights.

Other**California Title 24:**

See CANVAS78SF/BL for a 2013 California Title 24 compliant product. Any additional component requirements will be listed in the Title 24 section under technical specifications on the product page.

Patents:

The design of CANVAS is protected by pending patents in U.S., Canada, China, Taiwan and Mexico.

Country of Origin:

Designed by RAB in New Jersey and assembled in the USA by RAB's IBEW Local 3 workers.

Buy American Act Compliant:

This product is a COTS item manufactured in the United States, and is compliant with the Buy American Act.

Recovery Act (ARRA) Compliant:

This product complies with the 52.225-21 "Required Use of American Iron, Steel, and Manufactured Goods—Buy American Act—Construction Materials (October 2010).

Trade Agreements Act Compliant:

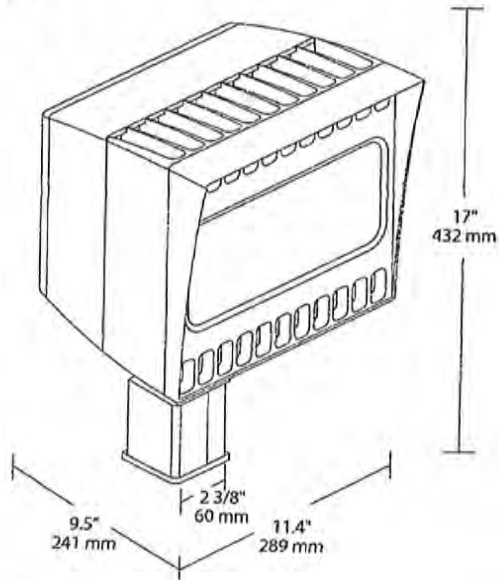
This product is a COTS item manufactured in the United States, and is compliant with the Trade Agreements Act.

GSA Schedule:

Suitable in accordance with FAR Subpart 25.4.

CANVAS78SF

13.5% at 120V

**Dimensions****Features**

Replaces 250W MH Floodlights

NEMA Type 6H x 4V ideal for signage & facades

Ultra-low field-to-beam ratio concentrates light where it's required

Microprismatic diffusion lens optimizes light output without glare

Superior thermal management with patent-pending "Airflow" technology

100,000-Hour LED lifespan

Ordering Matrix

Family	Watts	Mount	Color Temp	Finish	Photocell	Bi-Level
CANVAS	78 = 78W	SF = Slipfitter	Blank = Cool Y = Warm N = Neutral	Blank = Bronze W = White	Blank = No Photocell /PC = 120V Button /PCS = 120V Swivel /PC2 = 277V Button /PCS2 = 277V Swivel	Blank = No Bi-Level /BL = Bi-Level



750 INDUSTRIAL WAY
LONGVIEW WA 98632-1012
360-423-1550 Fax 360-425-9181

Quotation

QUOTE DATE	QUOTE NUMBER
05/27/15	S6524488
ORDER TO: 222 NORTH COAST ELECTRIC 750 INDUSTRIAL WAY LONGVIEW WA 98632-1012 360-423-1550 Fax 360-425-9181	PAGE NO: 1 of 1

QUOTE TO:
CASH SALE LONGVIEW CONTRACTOR
LONGVIEW, WA 98632

SHIP TO:
CASH SALE LONGVIEW CONTRACTOR
C/O ASTORIA POOL
LONGVIEW, WA 98632

CUST NO	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALSPERSON
80971	ASTORIA POOL		Neil Schilling
WRITER	SHIP YR	TERMS	FREIGHT ALLOWED
Ryan Engelhart	BID	Net	No
ORDER QTY	DESCRIPTION	Net Pric	Ext Pric
30ea	^LUX LED-NAT-6-UNV-0-10VDIM 840		
180ea	^LUX LADC 4'		
30ea	^LUX CORD 4/10'		
30ea	^LUX H2-16Y		
13ea	^HOLO HZLN1 L96 14000LM FST MVOLT 40K WH		
13ea	RAB ALED2T78 LED AREA LT FX POLE MOUNTING ARM COOL LED BRONZE		
42ea	SYL LED19T8L48/F/1X2HE/830/UNV ULTR 73119		
101ea	LITH LBL4-LP835 SURFACE WRAPAROUND,		
16ea	TCP LED10A19DOD30K DIM 10W OMNI DIR OMNI-DIRECTIONAL A19 - 3000K		
1ea	RAB CANVAS78SF LED FLD-LT FX		
Subtotal -----			76985.00
TAXES NOT INCLUDED			
This is a Quotation.		Subtotal	76985.00
Quotations are valid for the date of quotation only, unless specifically agreed to in writing by an authorized associate of North Coast Electric Co. All quotations are based on price and availability of products and raw materials required for this order by North Coast Electric Co. and/or its suppliers. All sales subject to North Coast Electric Company's Standard Terms and Conditions (NC055).		S&H Chgs	0.00
		Total	76985.00




CITY OF ASTORIA

Founded 1811 • Incorporated 1856

MEMORANDUM

June 23, 2015

TO: MAYOR AND ASTORIA CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: **ADOPTION OF 2015 - 2016 WATER AND SEWER RESOLUTIONS**

DISCUSSION/ANALYSIS

The Public Works Fund budget, approved by the Budget Committee on May 7, 2015 and adopted by the City Council on June 1, 2015 provides for increases in rates and fees for water and sewer services.

The rate adjustments are as follows:

- WATER RATES – increase of 2%
- SEWER RATES – increase of 2%
- SEWER SURCHARGE – 5%

Two resolutions (see attached) have been prepared to implement the proposed rate changes.

The water and sewer rate adjustments are necessary to cover the increased cost of parts, materials and labor to operate and maintain the City's water and wastewater systems. Last fiscal year there were no water or sewer rate adjustments. The CSO sewer surcharge increase is necessary to cover the debt incurred by the City in constructing mandated projects to control sewage overflows to the Columbia River.

RECOMMENDATION

Staff is recommending that the City Council consider adopting the proposed Water and Sewer Resolutions implementing rate adjustments for fiscal year 2015-16. Two separate motions with two separate votes will be required as the water rate increase is included in one resolution and the sewer rate and sewer surcharge is included on a second.

By: 

Ken Cook, Public Works Director

RESOLUTION NO. 15 –

A RESOLUTION ESTABLISHING RULES, REGULATIONS, RATE CHARGES AND CONDITIONS FOR WATER SERVICE

WHEREAS, the City of Astoria provides a valuable public service by providing a waterworks and water distribution system inside and outside of the City limits. These water facilities constitute a public utility owned and operated by the City of Astoria. The utility exists for the benefit of persons within the city who want to have the system available for supplying domestic, commercial, industrial, fire protection, public or other water service. Although owned by and operated primarily for the citizens of Astoria, the system provides water as available to water districts and customers outside the Astoria City limits.

WHEREAS, users of the water system must be charged rates that reflect costs of ownership and the operation of the water system as a public utility in the city. Property owners who do not use the water utility generally should not pay utility rates. However, some use of the water system occurs when the water service to improved property is sized to provide water for fire suppression on the property, even though no water is being consumed by such service.

WHEREAS, the rate structure of the water utility should be based upon a fee for service consistent with the above findings. Although this rate structure is intended to constitute a service charge, even if it is viewed as a charge against property or against a property owner as a direct consequence of ownership of that property, the utility's rate structure should nonetheless, endeavor to allow the owner the ability to control the amount of the charge. Similarly, the utility's rate structure should reflect the full actual direct and indirect costs of providing the service.

WHEREAS, under sections 3.025 and 3.100 of the Astoria Code, the City Manager is authorized to enforce water rules and regulations and the city council hereby approves these rules and regulations and sets rates.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF ASTORIA, THAT THE FOLLOWING RULES AND REGULATIONS SHALL BECOME EFFECTIVE UPON PASSAGE.

Definitions

Access/Demand Charge: Means the charge made to each user to cover direct and indirect costs attributable to sizing and maintenance of the water system so that water is available for a customer's requirements upon demand.

After Hours: Means any time other than that covered by "normal working hours" in the definitions section.

Applicant: Means any person, corporation, association or agency applying for water service as defined below under Property Owner or Non Owner Applicant

Auxiliary Water Supply: Means any supply of water used to augment the supply obtained from the City water system which serves the premises in question.

Backflow Prevention Assembly: Means a backflow prevention assembly such as a Pressure Vacuum Breaker Backsiphonage Prevention Assembly, Spill-Resistant Pressure Vacuum Breaker Backsiphonage Prevention Assembly, Double Check Valve Backflow Prevention Assembly, Double Check-Detector Backflow Prevention Assembly, Reduced Pressure Principle Backflow Prevention Assembly, or Reduced Pressure Principle-Detector Backflow Prevention Assembly and the attached shutoff valves on the inlet and outlet end of the assembly, assembled as a complete unit, and a model approved by the Oregon Department of Human Services.

City: Means the City of Astoria, its staff and/or designee (authorized representative).

City Service Line: Means any pipe and fittings which connect a water main to a water meter or "customer service line".

Cross-Connection: Means any actual or potential unprotected connection or structural arrangement between the public or user's potable water system and any other source or system through which it is possible to introduce into any part of the potable system any used water, industrial fluid, gas, or substances other than the intended potable water with which the system is supplied. Bypass arrangements, jumper connections, removable sections, swivel, or change-over devices, and other temporary or permanent devices through which, or because of which, backflow can occur are considered to be cross connections.

Customer: Means a person, corporation, association or agency that has requested and is receiving water service.

Customer Service Line: Means any pipe, valves, and fittings leading from the water meter or City service line into the premises served or the point of ultimate use.

Equivalent Dwelling Unit (EDU): Means that each user is related to an average single family detached dwelling by both size of water service required and the average consumption for such a unit. Each EDU is taken to be a unit which can be served by a 5/8" service or consumes approximately 320 gallons per day. For the purpose of this resolution, EDUs will determine the meter or pipe size.

Fire Service: Means service installed for the specific purpose of fire protection (hose connection or sprinklers).

Multiple Service Connection: Means a property with a single meter water service serving multiple EDU's.

Normal Working Hours: Means any normal workday (Monday-Friday except holidays) between the hours of 8:00 a.m. and 4:00 p.m.

Property Owner: Means an individual or organization that has legal ownership as evidenced by a deed filed with the County for the service address. It is understood that an agent can be appointed to act on behalf of the legal owners. It is further understood that any individual or organization that is listed on the deed (no matter the percentage ownership) is authorized to conduct business for the service address and to incur charges accordingly.

Service: Means that combined facility made up of both a "City service line", and a "customer service line".

Single Service Connection: Means a property with a water service serving a single EDU.

Tenant: A person, including a vendee under a land sales agreement, lawfully occupying a property to which utility serves are provided pursuant to an agreement with the owner.

User: Means any person, corporation, or other entity using water through an established service line.

Water Main: Means any pipe owned by the City of Astoria laid in a street, alley, or easement, and used or intended to be used for the distribution of water to customers through service lines.

Water Meter: Means any device used for the measurement of water delivered to an individual location or user (service).

Water System: Means the water supply source including treatment facilities, storage, distribution facilities under the City's control, and ending at the point of delivery to the water user's premise.

Application for Service

Section 1.01. Application for Water Service.

- (1) An application for the installation of a new meter service shall be made to the Engineering Department. The applicant must be a Property Owner as defined. Upon completion of the new meter application process and prior to the physical installation of the meter, the applicant shall apply for water service with the Finance Department as outlined in the steps below.
- (2) An application for an existing water service shall be made to the Finance Department in person. All applicants must provide acceptable photo identification sufficient to meet the guidelines of the Cities Identity Theft Protection Program.
- (3) An applicant shall state fully and truly all the purposes for which the water may be required and shall agree as a condition for such use, to conform to the provisions of the Astoria Code and the rules and regulations of the City concerning water use.
- (4) If the applicant has outstanding unpaid amounts from a previous utility service with the City, those balance must be paid in full to either the City or it's assigned collection agent if applicable prior to the granting of service.
- (5) If the applicant is the Property Owner for which service is to be provided, they shall provide sufficient proof of ownership. Possible sources of proof can be a property deed, property tax statement, escrow documents or other documentation as agreed to by the Finance Director.
- (6) If the applicant is a Tenant, the Property Owner shall complete an Application For Non Owner Utility Service form as provided by the City. This form must be signed by the Property Owner for each new Tenant for service.
- (7) In the event that the City is unable to grant service to a Tenant, the property owner can agree to accept direct billing for the service in lieu of the Tenants application.

Section 1.02. Property Owner Responsibility. The Property Owner shall be considered ultimately responsible for service charges incurred on their property whether incurred directly or indirectly through a Tenant.

- (1) For Single Service Connections only, the Property Owner can choose at the time of application to be billed directly for service or for the bill to be directed to a Tenant.
- (2) For Multiple Service Connections, the Property Owner will be billed directly for all service provided.
- (3) Charges incurred shall include routine charges for service, past due amounts and late, shutoff and turn on fees as well as other reasonable charges that may occur as determined by the Finance Director.
- (4) The City shall notify the Property Owner in writing, at the last known address of the Property Owner at the time of initial notification of an unpaid bill to the Tenant.

- (5) Once a water service is discontinued for nonpayment, the service will not be reconnected until all outstanding amounts for the service address have been satisfied and in the case of a Tenant the account will be switched over into the Property Owners name until the account is brought current.
- (6) In the event that a service has unpaid balances from either a Property Owner or a Tenant, no new Tenant applications will be considered for that service and the account will remain in the Property Owners name until such time as the account is brought current. Upon the account being brought current, the account can be switched into the Tenant's name upon the completion of the application process.
- (7) By accepting service, the Property Owner is granting consent for the City to lien the service property in the event that a billing remains unpaid for greater than 60 days from the date of the original due date.

Section 1.03. Deposit for Water Service. The City can require a deposit in the amount of \$150 to be paid prior to granting a water service. The determination for a deposit requirement shall be made on the following:

- (1) An account in good standings is defined as an account that has had no more than 2 late payments in the 12 months of prior service. A late payment is defined as the sending out of a late notice commonly referred to as a Gold Notice. Any shutoffs in the previous 12 months of prior service will cause an account to be considered to not be in good standing.
- (2) If the applicant has had a previous utility service with the City within the previous 24 months, and the applicant maintained an account in good standings, then the deposit will be waived.
- (3) If the applicant can provide either a letter of good standing or an account history from a previous municipality showing/demonstrating an account in good standing, then the deposit will be waived.
- (4) An applicant with an outstanding balance owed to the City from a previous service will be not be considered to be an account in good standing.
- (5) For the purposes of this section married individuals will be considered to be one applicant with consideration of the deposit requirements applied to both jointly.
- (6) Upon 12 months of an account being in good standings, the deposit will automatically be applied to the following billing cycle. When an account is closed with an outstanding deposit, the deposit will be applied to the final balance.
- (7) The Tenant agrees that in the event that the account is unpaid and is charged against the Property Owner, the City can apply their deposit against the outstanding balance in partial or full satisfaction of the outstanding amount.
- (8) When an account is in arrears, the deposit cannot be used to bring the account current.

Section 1.04. Closing a Service. An account can be closed over the phone if the individual is able to properly identify themselves as the applicant. Otherwise the applicant must come in to the Finance Department in person to close the account.

Regulations of Service Facilities

Section 2.01. Customer Service Line.

- (1) Customer service lines used from the meter to the property line and within the bounds of the premises shall meet the standards of the current edition of the Oregon Plumbing Specialty Code. Pipe used between the main and the meter is installed and maintained by the City, except where the meter is located at a distance from the main further than the street property line, in which event special arrangements shall be made by the owner, lessee or agent of the premises to pay for the cost of the extra length of line.
- (2) If pressure reducers or devices which restrict backflow are installed on a customer's service line, they shall be the owner's responsibility and meet the standards of the current edition of the Oregon Plumbing Specialty Code.
- (3) Customer service lines between the main and the wall of the building shall be laid not less than two feet below the grade of the street and the surface of the ground.

Section 2.02. Unlawful Water Connections.

- (1) No person may connect to or disconnect from the City water system unless previously authorized by the City.
- (2) A customer shall obtain permission from the City before a customer service line is connected to a water meter. Such work shall be performed at the expense of the owner, lessee or agent of the premises. All water rates and charges owed by the applicant shall be paid in full before permission to connect with the City water system is granted.

Section 2.03. Water Service.

- (1) Water Service, including a meter of suitable size, shall be furnished by the City upon application to the Finance Department and the Engineering Division for new installations and prepayment of the charge or estimate therefor. The City shall furnish all labor and materials necessary for construction, of service to the customer's property line, including meter adapter for customer's service line. The fee to be charged for a water service where the main is within 50 feet of the meter location shall be as given in the Fee Schedule, Section 5.01.
- (2) The City maintains city service lines within the City limits, from the main to and including the water meter without further cost to the property owner. Maintenance of the customer service line beyond the water meter is the sole responsibility of the customer.
- (3) The access/demand charges are based on water meter size as determined by EDU, and on the volume of water required to be available as standby service. New water meter size shall not be less than indicated by the City's standard EDU chart based on number of units or consumption. Alternative sizes designed and specified by a Professional Engineer or Architect and specifically reviewed and approved by the City Engineer will be considered.
- (4) Temporary suspension of service (for periods of less than 12 months) will be provided upon request at no fee. Reinstatement of service will be subject to a reinstatement fee as provided in Section 5.01, Fees and Rates.

Section 2.04. Repair and Protection of Service Lines.

All customer service lines shall be kept in repair and protected from freezing at the expense of the owner, lessee, or agent of the premises, who is responsible for all damages resulting from leaks or breaks.

The customer shall be liable for any damage to a meter or other equipment or property owned by the City which is caused by an act of the customer or the customer's agents. Such damage includes breaking or destruction of locks on or near a meter, and any damage to a meter that may result from hot water or steam from a boiler or heater on the customer's premises. The City shall be reimbursed by the customer for any such damage promptly upon presentation of a bill.

Section 2.05. Service Disconnection.

Temporary disconnection for repairs. Water will be turned off and on without charge during "normal working hours" for customer originated system or equipment repairs or replacements, which are scheduled with the City. Temporary disconnection outside normal working hours shall be subject to fees as prescribed in Section 5.01, below.

Section 2.06. Separate Control of Service.

When more than one residence or premises is connected to one water meter, customer service lines shall be arranged so that the supply to each separate residence or premises may be controlled by a separate valve.

Section 2.07. Joint Use. (Inside or Outside the City)

Where water is supplied through one service line to more than one user, the City may decline to furnish water until separate customer service lines are provided. The charge for water consumed shall be based on the access/demand charge and the amount of water used (see Fee Schedule, Section 5.01, for amount). Meter size will be determined by the number of Equivalent Dwelling Units as established by the City Engineer.

Section 2.08. Shut Off Due to Waste.

Water shall not be knowingly furnished to premises where there is a defective or leaking faucet, closet, or other fixture, or where there is a water closet or urinal without self-closing valves, or a tank without a self-acting flap valve. When there is a defective or leaking fixture or when there is no shut off device, and the customer fails to take prompt corrective action, the City may at its option, secure the water service.

Section 2.09. Interruption of Service.

- (1) While the City will endeavor to provide advance notice of scheduled service interruptions, water may be turned off at the mains without notice for emergency repair or other necessary purposes. The City will not assume responsibility for any damages as a consequence of interruption in service.
- (2) Water for steam boilers shall not be furnished by direct pressure from the City mains.
- (3) Any damage to the City water system or service line as a result of faulty customer equipment or backflow shall be the responsibility of the customer or user.

Section 2.10. Access to Premises for Inspection.

Persons designated by the City may inspect, at reasonable hours of the day, all parts of any building or premises to which water is delivered from the City mains to determine the condition of the pipes and fixtures and the manner in which the water is being used.

Section 2.11. Service Outside the City.

The City may furnish water to a user or water district outside of the City limits, if such service does not adversely affect the City supply, and shall charge the water rates as specified below in Section 5.01 (4). Such water shall be furnished based upon the conditions set forth in a contract to be made in each case of water being supplied outside the City. As a practice, the City will not accept new applications for users outside the city limits.

Section 2.12. Fire Hydrants - Fire Service Lines.

- (1) No person may cut, change, remove, disconnect, repair, interfere or tamper in any manner with a fire hydrant owned by the City. Permits may be issued for the temporary connection to and operation of fire hydrants for construction sites and other approved uses. Contact Public Works Operations at (503) 325-3524 for more information.
- (2) Any person obtaining a permit for use of a fire hydrant shall pay a fee for such permit in addition to metered usage as listed in the Fee Schedule, Section 5.01.
- (3) "Fire service lines" may be installed at the expense of user-owner. No use or connection other than fire protection is permitted on "fire service lines". If any connection or use other than fire protection is discovered, the entire service will be disconnected and the appropriate insurance company notified. No further service shall be permitted until necessary correction measures are performed and approved by the City.

Section 2.13. Cross-Connections Prohibited.

Cross-connections shall be prohibited, and protection must be provided against such cross-connection, as specified in Oregon Administrative Rules (OAR), Chapter 333.

Approved backflow prevention devices for protecting community water systems shall be installed on the service connection to premises where there is an auxiliary water supply, or premises listed in Appendix B, which is or can be connected to the water piping.

No person shall connect, unless an approved backflow prevention device is used, any pump or other apparatus to any water main or service connection connected to the City of Astoria water system which is capable of introducing any foreign liquid or material into said system.

The City, must comply with cross-connection control requirements set forth in the Oregon Administrative Rules, Chapter 333, "Public Water Systems". All approved backflow prevention devices installed must be tested annually, in an approved manner by an Oregon Certified Tester to assure proper operation.

The City requires that all backflow assemblies installed on fire protection services be tested annually as provided for in OAR, Chapter 333.

In the event of the following conditions, the City's Public Works Director or his agent has the authority to discontinue water service to said premises until condition(s) is remedied:

- (a) Failure to remove or eliminate an existing unprotected or potential cross connection;

- (b) Failure to install a required approved backflow prevention assembly;
- (c) Failure to maintain an approved backflow prevention assembly; or
- (d) Failure to conduct the required testing of an approved backflow prevention assembly.

If water service is discontinued due to one or more of the above conditions, a turn-on fee as outlined in Section 4.02 will be required to resume service.

Water Meters

Section 3.01. Requirements.

No person may use City water, except through an approved water meter. If a water meter fails to register accurately, as determined by city staff, charges for water shall be based upon the average quantity of water used daily as shown by the water meter when in order.

Section 3.02. Changes.

Unless authorized by the City, no person may cut, change, remove, disconnect, connect, repair, interfere, meddle or tamper in any manner with any installed water meter.

Section 3.03. Accessibility.

The occupant of a building or premises where a water meter is located shall keep the water meter free from obstructions and accessible at all reasonable times for reading, inspecting, or repairing.

Section 3.04. Water Meter Checks.

Water meter checks requested by the user shall be provided as work schedules permit.

Section 3.05. Dormant Accounts

For closed accounts with no water usage for a period greater than 12 months, the water meter will be removed at no charge to the customer. Reactivation of the account will be subject to a charge as specified in Section 5.01(6).

Enforcement Provisions

Section 4.01. Water Turn Off.

If a customer fails to comply with rules, regulations, or conditions described herein or otherwise established for the use of water, or fails to pay charges for water service in the time and manner provided, the water supply may be turned off and administrative charges applied to cover the City's costs.

Section 4.02. Turn On Fee.

When activation of a new or existing service is requested, during and after normal working hours a fee must be paid, as indicated in the Fee Schedule, Section 5.01.

Section 4.03. Penalty for Delinquent Payment.

All water bills are due and payable upon receipt of the bill. If a water bill is not paid by the fifteenth (15th) day of the month following the month of billing, the account shall be considered delinquent

- (1) When deemed delinquent, the account holder will be notified by mail (Gold Card) of this delinquency. A fee of \$9.29 and one (1) % of the current bill, will be applied to cover the administrative costs of processing the notice and administering the delinquency
- (2) If an account remains delinquent more than 7 days past the due date and after being notified by mail (Gold Card), a hand-delivered final notice of delinquency (Green Card) will be issued and hung at the premises of the meter location. A fee of \$17.60 will be applied to cover the costs of delivery and processing of the Green Card.
- (3) If an account remains delinquent more than 5 days after delivery of a final notice (Green Card) the service will be turned off. Fees and charges as specified in Section 5.01 will be applied for turning off, turning on and processing the termination of service. All charges, fees and past due amounts must be paid in full before service is resumed.

Section 4.04. City May Restrict Use of Water.

If a shortage of water exists, the City may elect to impose restrictions on the use of water as determined by the City Council or City Manager.

Section 4.05. Irrigation Adjustment.

- (1) All properties in the City of Astoria that have at least 500 square feet of space used for lawn and/or garden area are hereby given the privilege (option) of using City water for the purpose of irrigation. As meters are read on a two month cycle, the adjustment will be calculated according to the following schedule:
 - (a) Meter Reading Cycle 01
 - April/May billed in June
 - June/July billed in August
 - August/September billed in October
 - (b) Meter Reading Cycle 02
 - May/June billed in July
 - July/August billed in September
 - September/October billed in November

An application may be made to the City Utility Clerk to receive this irrigation adjustment. Once an application is accepted by the Finance Department, it will remain in effect until either the property owner requests to have the adjustment removed or the account is closed.

- (2) The charge for irrigation water used shall be the same as other water; however, there will be no sewer fee charged for the water used for irrigation.
- (3) Such water to be used for irrigation purposes shall be determined in the following manner: An average shall be taken of the amount of water used by the premises during the three bi-monthly billing periods proceeding the irrigation period. Any water used during the irrigation period in excess of this average shall not be assessed a sewer fee.

Section 4.06 Commercial Adjustment

Per Resolution 95-10 Application may be made to the City of Astoria for a Commercial or industrial Business rate adjustment based on the following criteria:

- (1) The bi-monthly water consumption must be greater than 150,000 gallons each period, and
- (2) The account operators must make application to the City on forms supplied by the City, for relief, and
- (3) The account operators or businesses must have a current City business license stating the number of employees, and
- (4) The water must be consumed for or used in an industrial process (other than for personnel or personal use) for the business or industry, and
- (5) Consideration will be given only to the consumption in excess of 150,000 gallons for each bi-month period.

Relief will be allowed on the following basis:

- (6) Water charges will be reduced by 10,000 gallons per billing period, per employee, on the amount in excess of 150,000 gallons.
- (7) The amount of relief will be credited to the business.

Section 5.01. Fees and Rates for Water Service.

- (1) City Council, by this resolution, sets the fees and rates for water service and related activities as described in this resolution in accordance with the following requirements:
 - A. Water service rates shall be based on the combination of a demand charge on open customer accounts plus a consumption charge for the volume of water consumed.
 - B. Water service revenues may also be used for payment or repayment of indebtedness incurred for capital improvements to the water system. Rates may be adjusted for this purpose system-wide or with reference to specifically benefited properties. Rates shall be reviewed by the Finance Director during each fiscal year.
 - C. Account fees, administrative fees, and charges for other water service activities, including service connection charges, shall be based on direct and indirect costs to the utility providing the service
- (2) The access/demand charge is based on meter size as determined by the number of Equivalent Dwelling Units (EDU) assigned to each service. This charge represents the proportionate share of cost each service requires to build and maintain the water system. The meter size shall be used to determine EDU and access/demand charges.

The City supports and encourages the installation of residential fire sprinkler systems that provide significant protection and greatly reduces the potential for major property damage from residential fires. Therefore, a special access/demand charge category has been created for residential fire sprinkler installations.

- (3) All water customers connected to the City water system shall pay an access/demand charge for each two-month billing period as follows effective November 1, 2014:

				<u>Base Charge / Bill Period</u>
5/8" X 3/4"	=	1 EDU	=	\$ 34.08
1" Res. Sprinkler	=	1 EDU	=	36.89
1"	=	3 EDU	=	102.57
1-1/2"	=	7 EDU	=	236.75
2"	=	12 EDU	=	387.15
3"	=	27 EDU	=	857.32
4"	=	48 EDU	=	1551.61
6"	=	109 EDU	=	3443.55
8"	=	194 EDU	=	5898.93
10"	=	303 EDU	=	9090.45

In addition to the above base charge, each customer shall pay the following additional consumption charge based upon the amount of water consumed by each customer per each billing period:
\$3.66 per 1,000 gallons - effective August 1, 2015.

- (4) Charges - Outside City. All users and Water Districts outside Astoria City Limits shall be charged as listed in Section 5.01 (1) and (2), and an additional 10% for providing out-of-city service.
- (5) Service Installation (City service line and meter) Charges are as follows:

5/8" X 3/4" City Service Line and Water Meter	\$1,612.36
1" City Service Line and Water Meter	\$1,900.57
1" Residential Sprinkler Service and Meter	\$1,900.57

An advance deposit of the estimated cost for labor, materials and administration will be required prior to installation of meters greater than 1" in size, or meters that are more than 50 feet from the water main.

Meter Reduction Fee: When a customer requests a reduction in meter size from 1" to a 5/8" - 3/4", a \$100 service fee will be charged. Reduction fees for any other size meter will be determined by an estimate prepared by Public Works Operations staff.

New Developments: When a developer's contractor installs water mains, services lines and vaults or meter boxes, a meter installation fee will be assessed rather than the service installation charge. This fee pays for meter installation and administrative expenses associated with new meters, including plan review, inspection, mapping and account setup. Meter Installation Fees are as follows:

3/4"	\$345.32
1"	\$436.96
1 1/2" & Larger	Installation Cost + \$703.91

The Public Works Department will provide a cost estimate for supply and installation of meters larger than 1". All meters 3" or larger require the installation of a bypass line in accordance with City standards. If meter box and service line is not constructed in accordance with City standards, the City will not install the meter until corrections are made –or- will assess additional charges for work necessary to bring the installation to City standards.

If, in the event, the Public Works Operations Division work schedule conflicts with a customer's water service installation schedule, the customer, at their cost, may hire a prequalified (as determined by the City Engineer) contractor to perform the installation. Work to install said improvements shall be allowed upon issuance of a permit by the City, which obligates permittee to construct improvements which meet all City requirements and specifications. Improvements shall be inspected by the City Engineer or his designated representative before backfilled and accepted. A cost estimate will be prepared by the Public Works Department that will include anticipated costs for inspection or assistance by Public Works personnel. The estimated cost for the City's participation will be paid prior to a permit being issued. An adjustment will be made for actual costs incurred after the work is accepted by the City.

(6) Other Fees.

Fire hydrant permit	\$22.58 for first day
	\$9.97 for each additional day for the first five days, plus metered water.
	For longer-term projects, the hydrant meter permit fee is \$1.32 per day
	after the first five days, plus metered water.
Activation of new service or account (normal working hours).....	\$ 31.21
Turn on/off (because of delinquent bill).....	\$ 47.15 (normal working hours)
Turn on/off (because of delinquent bill).....	\$ 94.30 (after hours)
Reactivation of a dormant account	\$118.21
(including reinstallation of a removed meter)	
Hand delivery of delinquency notice (Green Card).....	\$ 17.60
Mail delivery of delinquency notice (Gold Card).....	\$ 9.29
Reinstatement of suspended service	\$ 31.21

(7) Bills and Payment.

A. Rendering of Bills.

1. Meter Readings. Meters will be read at regular intervals for the preparation of bimonthly bills and as required for the preparation of opening, closing and special bills.
2. Bills for water service shall be rendered bimonthly or upon closing, unless otherwise provided in the rate schedule.

B. Payment of Bills.

1. All bills are due and payable upon receipt. Payment may be made at the City's Finance Department office or at an authorized deposit location.
2. Closing bills will be forwarded to customer after service is discontinued.
3. Delinquent bills will be processed according to procedures outlined in Section 4.03 of this resolution.

C. Billings of Separate Meters Not Combined.

Each meter on a customer's premises will be considered separately, and the readings of two or more meters will not be combined.

(8) Leak Adjustment.

When a leak occurs on a metered account, it is the responsibility of the owner to see that repairs are made as quickly as possible. If the leak has caused the monthly charge to be excessive, the responsible person may request an adjustment in writing with said request attesting that the leak has been repaired. The formula for the adjustment is 1/12 the yearly average plus 20% of the excessive charge, using the nearest rounded figure. Only two separate adjustments may be made per account per calendar year. The sewer billing adjustment (for usage over 4,000 gallons) will be based on the adjusted average water billing.

Section 6.01. Penalties.

Any violation of these regulations may subject violator to water turn off, \$132.81 fine, or both, in addition to any other legal remedies available to the City.

Section 6.02. Repeal.

Resolution No. 14-27, adopted by the City Council on October 6, 2014, is hereby repealed and superseded by this resolution.

Section 6.03. Effective Date.

The provisions of this resolution shall be effective August 1, 2015.

ADOPTED BY THE CITY COUNCIL THIS _____ DAY OF _____, 2015.

APPROVED BY THE MAYOR THIS THIS _____ DAY OF _____, 2015.

Mayor

ATTEST:

City Manager

ROLL CALL ON ADOPTION	YEA	NAY	ABSENT
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Councilor Nemlowill

Herzig

Price

Warr

Mayor LaMear



PUBLIC WORKS WATER RULES AND REGULATIONS

APPENDIX A

Access charge is based on meter size (Equivalent Dwelling Unit - EDU).

All services to be converted to EDUs.

EDU is established as relative consumption compared to a single family detached dwelling, assuming each EDU consumption is 320 gallons per day: 9,600 gallons per month.

All units and consumption figures are based on national average uses.

UNIT DESCRIPTION	CONSUMPTION GAL//UNIT/DAY	EDU/UNIT
1 family, detached	320	= 1.00 ea
3 bedroom duplex	300	= 0.94 ea
2 bedroom duplex	280	= 0.88 ea
1 bedroom duplex	260	= 0.81 ea
3 bedroom apartment (bldg 3 or more units)	260	= 0.81 ea
2 bedroom apartment	220	= 0.69
1 bedroom apartment	180	= 0.56
Studio apartment	160	= 0.50
Trailer space (park)	260	= 0.81
Hotel/Motel	160/room	= 0.50/room
Rest Home	160/bedroom	= 0.50/bed
Hospital	320/bed	= 1.00/bed
High School	16/student	= 1.00/20 student
Elementary School	10/student	= 1.00/32 student
Church	320/150 seats	= 1.00/150 seats
Restaurant	40/seat	= 1.00/8 seats
Service Station	640/station	= 2.00/station
Commercial/Industrial/General	320/1,500 square foot or 9 employees	= 1.00, 1500 sq/ or 9 employees

1 - 2	EDU	=	¾" meter
3 - 5	EDU	=	1" meter
6 - 9	EDU	=	1 ½" meter
10 - 15	EDU	=	2" meter
16 - 34	EDU	=	3" meter
35 - 60	EDU	=	4" meter
61 - 120	EDU	=	6" meter
121 - 220	EDU	=	8" meter
225 - 350	EDU	=	10" meter

Any application for water/sewer service will be classified relative to EDU and the indicated meter size will be required as a minimum.



PUBLIC WORKS WATER RULES AND REGULATIONS

APPENDIX B

PREMISES REQUIRING ISOLATION BY AN APPROVED AIR GAP OR REDUCED PRESSURE PRINCIPLE TYPE OF ASSEMBLY HEALTH HAZARD	
1.	Agricultural (e.g. farms, dairies)
2.	Beverage bottling plants*
3.	Car Washes
4.	Chemical plants
5.	Commercial laundries and dry cleaners
6.	Premises where both reclaimed and potable water are used
7.	Film processing plants
8.	Food processing plants
9.	Medical centers (e.g. hospitals, medical clinics, nursing homes, veterinary clinics, dental clinics, blood plasma centers)
10.	Premises with irrigation systems that use the water supplier's water with chemical additions (e.g., parks, playgrounds, golf courses, cemeteries, housing estates)
11.	Laboratories
12.	Metal plating industries
13.	Mortuaries
14.	Petroleum processing or storage plants
15.	Piers and docks
16.	Radioactive material processing plants and nuclear reactors
17.	Wastewater lift stations and pumping stations
18.	Wastewater treatment plants
19.	Premises with piping under pressure for conveying liquids other than potable water and the piping is installed in proximity to potable water piping
20.	Premises with an auxiliary water supply that is connected to a potable water supply
21.	Premises where water supplier is denied access or restricted access for survey
22.	Premises where water is being treated by the addition of chemical or other additives

* A Double Check Valve Backflow Prevention Assembly could be used if the water supplier determines there is only a non-health hazard at a beverage bottling plant.

RESOLUTION NO. 15-

A RESOLUTION ESTABLISHING RULES, REGULATIONS, RATE CHARGES AND CONDITIONS FOR SEWER SERVICE

WHEREAS, the City of Astoria provides a valuable public service by providing a sewer system inside the City limits. These sewer facilities constitute a public utility owned and operated by the City of Astoria. The utility exists for the benefit of persons within the City who want to have the system available for disposing of sewage.

WHEREAS, users of the sewer system should be charged rates that reflect the operation of this system as a public utility in the City, persons who do not use the sewer utility should not be required to pay monthly utility rates. Use of the sewer system occurs when the water service to improved property is requested to provide water for the property, because water is the medium for carrying sewage through the system.

WHEREAS, the rate structure of the sewer utility should be based upon a fee for service consistent with the above findings. Although this rate structure is intended to constitute a service charge, even if it is viewed as a charge against property or against a property as a direct consequence of ownership of that property, the utility's rate structure should, nonetheless, endeavor to allow the owner the ability to control the amount of the charge. Similarly, the utility's rate structure should reflect the full actual direct and indirect costs of providing the service.

WHEREAS, under Section 3.040 of the Astoria Code, the City Manager is authorized to enforce sewer rules and regulations and the City Council hereby approves the following rules and regulations and sets the sewer rates.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASTORIA, THAT THE FOLLOWING RULES AND REGULATIONS SHALL BECOME EFFECTIVE UPON PASSAGE:

SEWER REGULATIONS

Section 1.01. Definitions.

- (1) "City" shall mean City of Astoria, or its authorized designee or representative.
- (2) "BOD" (denoting Biochemical Oxygen Demand) shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at 20 degrees C, expressed in milligrams per liter.
- (3) "Building Drain" shall mean that part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste, and other drainage pipes inside the walls of the building and conveys it to the building sewer, beginning five (5) feet (1.5 meters) outside the inner face of the building wall.
- (4) "Building Sewer" shall mean the extension from the building drain to the public sewer or other place of disposal.
- (5) "Combined Sewer" shall mean a sewer that is designed as a sanitary sewer and a storm sewer.
- (6) "Customer" shall mean a person, corporation, association or agency who has requested and is receiving water and sewer service.
- (7) "Garbage" shall mean solid waste from the domestic and commercial preparation, cooking and dispensing of food, and from the handling, storage and sale of produce.

- (8) "Industrial Waste" shall mean the liquid waste from industrial manufacturing processes, trade, or business as distinct from domestic-type sewage.
- (9) "Natural Outlet" shall mean any outlet into a watercourse, pond, ditch, lake or other body of surface or ground water.
- (10) "Person" shall mean any individual, firm, company, association, society, corporation or group.
- (11) "pH" shall mean the logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution.
- (12) "Properly Shredded Garbage" shall mean the waste from the preparation, cooking and dispensing of food that have been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half (1/2) inch (1.27 centimeters) in any dimension.
- (13) "Public Sewer" shall mean a sewer in which all owners of abutting properties have equal rights, and is controlled by public authority.
- (14) "Sanitary Sewer" shall mean a conduit intended to carry liquid and water-carried waste from residences, commercial buildings, industrial plants and institutions together with minor quantities of ground, storm and surface water that are not intentionally admitted.
- (15) "Sewage" shall mean a combination of the water-carried waste from residences, business buildings, institutions and industrial establishments, together with such ground, surface and storm water as may be present.
- (16) "Sewage Treatment Plant" shall mean any arrangement of devices and structures used for treating sewage.
- (17) "Collection Systems" shall mean all facilities for collecting, pumping, treating and disposing of sewage.
- (18) "Sewer" shall mean a pipe or conduit for carrying sewage.
- (19) "Shall" is mandatory; "may" is permissive.
- (20) "Slug" shall mean any discharge of water, sewage or industrial waste which in concentration of any given constituent or in quantity of flow exceeds for any period of duration longer than fifteen (15) minutes more than five (5) times the average twenty-four (24) hour concentration or flows during normal operation.
- (21) "Storm Sewer" (sometimes termed "storm drain") shall mean a sewer designed to carry only storm water, surface run-off, street wash water and drainage.
- (22) "Suspended Solids" shall mean solids that are either floating on the surface of, or are in suspension in water, sewage, or other liquids and which are removable by laboratory filtering.
- (23) "Watercourse" shall mean a channel in which a flow of water occurs either continuously or intermittently.

Section 1.02. Use of Public Sewer Required.

- (1) No person shall deposit or permit to be deposited in an unsanitary manner any human or animal excrement, garbage or other objectionable waste upon public or private property within the City of Astoria, or in any area under the jurisdiction of said City.
- (2) No person shall discharge any sanitary sewage, industrial waste, or other polluted waters to any natural outlet within the City of Astoria, or in any area under the jurisdiction of said City.
- (3) The owners of residences, buildings or properties used for human occupancy, employment, recreation or other purposes, within the City and abutting any street, alley or right-of-way in which a public sanitary or combined sewer of the City, is located or may be located in the future, are hereby required to install suitable toilet facilities therein, at their own expense, and to connect such facilities directly to the proper public sewer in accordance with the provisions of these rules and regulations within 90 days from the date of official notice to do so, provided that said public sewer is within 500 feet of the property line. If the owner fails to connect to the sewer as required, or fails to pay the connection and tapping charge when due, the City may discontinue water service until the connection is made and the charge is paid.
- (5) Except as hereinafter provided, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool, or other facility intended or used for the disposal of sewage.

Section 1.03. Building Sewers and Connections.

- (1) No unauthorized person shall uncover, make any connections with or opening into, use, alter, or disturb any public sewer or appurtenance thereof without first obtaining a written permit from the City.
- (2) There shall be two (2) classes of building sewer permits: (1) for residential and commercial services, and (2) for service to establishments producing industrial waste. In either case, the owner or his agent shall make application for service on a special form provided by the City. The permit application shall be supplemented by any plans, specifications, or other information considered pertinent in the judgment of the City. Fees are set forth in Section 1.08.
- (3) All costs and expenses incidental to the installation and connection of a building sewer shall be borne by the owner. The owner shall indemnify the City from any loss or damage incurred, directly or indirectly by the installation of the building sewer.
- (4) A separate and independent building sewer shall be provided for each residential unit within a condominium and for each residential building. Each commercial or industrial building shall have a separate and independent building sewer.
- (5) An old building sewer may be used in connection with new buildings only when it, upon examination and testing by the City, to meet all requirements of this resolution.
- (6) The connection of the building sewer to the public sewer shall be made at a "Y" branch or "T" if such fitting is available at a suitable location. If no fitting is available, a tap will be made using an approved tapping saddle. Where no properly located "Y" branch or "T" is available, the tap will be made by the City for a tapping charge as given in Section 1.08 or by a State licensed plumbing contractor. If the connection is made by a contractor, the contractor shall have the connection inspected by the City prior to backfilling.
- (7) All excavations for building sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Public property disturbed in the course of the work shall be restored in a manner satisfactory to the City within a reasonable time.

- (8) The user/owner of any private or building sewer shall be responsible for maintenance to the point of connection with the public sewer.
- (9) The size, slope, alignment, materials or construction of a building sewer, and the methods to be used in excavating, placing of pipe, jointing, testing, and trench backfilling, shall conform to the requirements of the building and plumbing code or other applicable rules and regulations of the City. In the absence of code provisions or in amplification thereof, the material and procedures set forth in appropriate specifications of the American Society for Testing and Materials (ASTM) and Water Pollution Control Facility (WPCF) Manual of Practice No. 9 shall apply.
- (10) Whenever possible, the building sewer shall be brought to the building at an elevation below the basement floor. In all buildings in which drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by such building drain shall be lifted by an approved means and discharged to the building sewer.
- (11) The connection of the building sewer to the public sewer shall conform to requirements of the building and plumbing code or other applicable rules and regulations of the City, or the procedures set forth in appropriate specifications of the ASTM and the WPCF Manual of Practice No. 9. All such connections shall be made gastight and watertight. Any deviation from the prescribed procedures and materials must be approved by the City prior to installation.
- (12) The applicant for a building sewer permit shall notify the Public Works Engineering office when the building sewer is ready for inspection and connection to the public sewer. Connections made by a contractor must be inspected by the City prior to backfilling.

Section 1.04. Use of Public Sewers.

- (1) No person shall discharge or cause to be discharged any storm water, surface water, ground water, roof runoff, subsurface drainage, cooling water or unpolluted industrial process water to any sanitary sewer where there is a storm sewer system available. New construction or extensive remodeling in areas where separate City sewers are not available will be piped separately to the street right-of-way line, and joined into a combined sewer line to the City main.
- (2) Storm water and all other unpolluted drainage shall be discharged to such sewers specifically designated as combined sewers or storm sewers, or to a natural outlet approved by the City. Upon approval by the City, industrial cooling water or unpolluted process water may be discharged to a storm sewer, combined sewer, or natural outlet.
- (3) No person shall discharge or cause to be discharged any of the following described water or waste to any public sewers:
 - (a) Gasoline, benzene, naphtha, fuel oil or other flammable or explosive liquid, solid or gas.
 - (b) Water or waste containing toxic or poisonous solids, liquids, or gases in sufficient quantity, either singly or by interaction with other waste that may injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, create a public nuisance, or create any hazard in the receiving water of the sewage treatment plant, including but not limited to cyanides in excess of two (2) mg/1 as cyanide ion in the waste as discharged to the public sewer.
 - (c) Water or waste having a pH lower than 6.2 or having any other corrosive property capable of causing damage or hazard to structures, equipment and personnel of the collection systems.
 - (d) Solid or viscous substances in quantities or size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the collection systems such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar,

plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshings, entrails and paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders.

- (4) No person shall discharge or cause to be discharged the following described substances, materials, water or waste if it appears likely in the opinion of the City that such waste can harm either the sewers, sewage treatment process, or equipment, have an adverse effect on the receiving stream, or can otherwise endanger life, limb, public property, or constitute a nuisance. In forming an opinion as to the acceptability of these waste, the City will consider such factors as to quantities of subject waste in relation to flows and velocities in the sewers, construction materials of the sewers, nature of the sewage treatment process, capacity of the sewage treatment plant, degree of treatability of waste in the sewage treatment plant and other pertinent factors. The substances prohibited are:
- (a) Liquid or vapor having a temperature higher than 150 degrees F (65 degree C).
 - (b) Water or waste containing fats, wax, grease or oils, whether emulsified or not, in excess of 100 mg/L or containing substances which may solidify or become viscous at temperatures between 32 degrees and 150 degrees F (0 and 65 degrees C).
 - (c) Garbage that has not been properly shredded. The installation and operation of any garbage grinder equipped with a motor of three-fourths (3/4) horsepower (0.76 hp metric) or greater shall be subject to the review and approval by the City.
 - (d) Water or waste containing strong acid iron pickling waste, or concentrated plating solutions whether neutralized or not.
 - (e) Water or waste containing iron, chromium, copper, zinc and similar objectionable or toxic substances; or waste exerting an excessive chlorine requirement, to such degree that any such material received in the composite sewage at the sewage treatment works exceeds the limits established by the City for such materials.
 - (f) Water or waste containing phenols or other taste-or-odor-producing substances, in such concentrations exceeding limits which may be established by the City as necessary, after treatment of the composite sewage, to meet the requirements of the State, Federal, or other public agencies of jurisdiction for such discharge to the receiving water.
 - (g) Radioactive waste or isotopes of such half-life or concentration that may exceed limits established by the City in compliance with applicable State or Federal regulations.
 - (h) Water or waste having a pH less than 6.2 or greater than 8.5.
 - (i) Materials which exert or cause:
 - 1. Unusual concentrations of inert suspended solids (such as, but not limited to, Fullers earth, lime slurries, and lime residues) or of dissolved solids (such as, but not limited to, sodium chloride and sodium sulfate).
 - 2. Excessive discoloration (such as, but not limited to, dye waste and vegetable tanning solutions).
 - 3. Unusual BOD, chemical oxygen demand, or chlorine requirements in such quantities as to constitute a significant load on the sewage treatment works.
 - 4. Unusual volume of low or concentration of waste constituting "slugs" as defined herein.

- (j) Water or waste containing substances which are not amenable to treatment or reduction by the sewage treatment processes employed, or are amenable to treatment only to such degree that the sewage treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving water.
- (5) If any water or waste is discharged or are proposed to be discharged to the public sewers, which water contain the substances or possess the characteristics enumerated in paragraphs 3 and 4 of this section, or which in the judgment of the City may have a deleterious effect upon the collection systems, processes, equipment, or receiving water, or which otherwise create a hazard to life or constitute a public nuisance, the City may:
- (a) Reject the waste;
 - (b) Require pretreatment to an acceptable condition for discharge to the public sewers;
 - (c) Require control over the quantities and rates of discharge; and/or
 - (d) Require payment according to Section 1.09.

If the City permits the pretreatment or equalization of waste flows, the design and installation of the plants and equipment shall be subject to review and approval by the City and subject to the requirements of all applicable codes, ordinances and laws.

- (6) Grease, oil and sand interceptors shall be installed and maintained by the customer when, in the opinion of the City, interceptors are necessary for the proper handling of liquid waste containing grease in excessive amounts, or any flammable waste, sand or other harmful ingredients; except that such interceptors shall not normally be required for private living quarters or dwelling units. All interceptors shall be of a type and capacity approved by the City and shall be placed in a location that is readily accessible for cleaning and inspection.
- (7) Where preliminary treatment or flow-equalizing facilities are provided for any water or waste, they shall be maintained continuously in satisfactory and effective operation by the owner at his expense.
- (8) When required by the City, the owner of any property serviced by a building sewer carrying industrial waste shall install a suitable control manhole together with such necessary meters and other appurtenances in the building sewer to facilitate observation, sampling, and measurement of the waste. Such manhole, when required, shall be accessibly and safely located and shall be constructed in accordance with plans approved by the City. The manhole shall be installed by the owner at his expense, and shall be maintained by the owner so as to be safe and accessible at all times.
- (9) All measurements, tests, and analyses of the characteristics of water and waste to which reference is made in this resolution shall be determined in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater", published by the American Public Health Association, and shall be determined at the control manhole provided, or upon suitable samples taken at said control manhole. In the event that no special manhole has been required, the control manhole shall be considered to be the nearest downstream manhole in the public sewer to the point at which the building sewer is connected. Sampling shall be carried out by customarily accepted methods to reflect the effect of constituents upon the collection systems and to determine the existence of hazards to life, limb, and property. (The particular analyses involved will determine whether a 24-hour composite of all outfalls of a premise is appropriate or whether a grab sample or samples should be taken. Normally, but not always, BOD and suspended solids analyses are obtained from 24-hour composites of all outfalls whereas pHs are determined from periodic grab samples or continuous pH recorder.)

Section 1.05. Protection from Damage.

No person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface or tamper with any structure, appurtenance, or equipment which is a part of the municipal collection systems. Any person violating this provision shall be subject to immediate arrest. The utility shall be reimbursed by the offender for any such damage promptly, upon presentation of a bill, along with any other compensation due.

Section 1.06. Powers and Authority of Inspectors.

Duly authorized employees of the City bearing proper credentials and identification shall be permitted to enter upon all properties for the purpose of inspection, observation, measurement, sampling, and testing, in accordance with the provisions of these rules and regulations.

Section 1.07. Penalties.

- (1) Any person found in violation of any provisions of these rules and regulations, excluding Section 1.05 shall be served by the City with written notice stating the nature of the violation and a reasonable time limit for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease all violations.
- (2) Any person who continues any violation beyond the time limit provided for in Section 1.07, subsection (1), shall be guilty of a misdemeanor. Each day in which any such violation continues shall be deemed a separate offense.
- (3) Any person violating any of the provisions of these rules and regulations shall become liable to the City for any expense, loss or damage occasioned the City by reason of such violation.

Section 1.08. Connection and Tapping Charges.

- (1) Each permit application shall be accompanied by the payment in full of the connection charge determined according to the schedule below. The amount of the connection charge is determined on a basis of the water meter size required to meet the occupancy requirements.
- (2) The connection charges shall be as follows:

<u>Size of Water Meter</u>	<u>Connection Charge</u>
5/8" or 3/4"	\$ 753.17
1"	1,499.78
1-1/2"	2,140.44
2"	3,435.17
3"	7,075.08
4"	9,856.49
6"	19,607.02
8"	34,589.78
10"	44,815.84

Connection charges for meters larger than 10" shall be determined by the City Council. A final billing for connection charges is based upon the actual cost of labor, materials and administration.

- (3) Actual taps of the City sewer will be performed by an authorized contractor.
- (4) The applicant shall make the excavation, with proper shoring, to the City sewer. The Engineering Division shall inspect the final connection before backfilling. Notify the Engineering Division 24 hours prior to needing an inspection.

- (5) Storm Water Connection Fee. The service fee for storm water connection to property that is of average lot size (5,000 square feet) is \$500.00. Fees for property larger than 5,000 square feet and commercial properties will be calculated at \$0.10 per square foot.

Section 1.09. Sewer Service Charge.

- (1) The owner, lessee, or agent of any premises connected to the City sewer system, except those producing waste as described in Section 1.04, shall pay a sewer service charge as follows:
- (a) The bi-monthly minimum sewer service charge for dwelling units shall be \$39.89 effective August 1, 2015.
 - (b) For bi-monthly water use in excess of 4,000 gallons for each installed meter, the sewer service charges shall be the bi-monthly minimum sewer service charge plus \$4.45 per each thousand gallons in excess of 4,000 gallons, effective August 1, 2015. In any case, the charge shall not be less than the minimum sewer service charge.
- (2) Those premises producing waste as described in Section 1.04, which the City is willing to accept, shall pay the rates set forth in subsection (1) above, plus any added costs of handling and treating the waste not covered by existing sewer charges.
- (3) All properties in the City of Astoria with a minimum of 500 square feet of space used for lawn and/or garden area are hereby given the privilege (option) of using City water for the purpose of irrigation. As meters are read on a two month cycle, the adjustment will be calculated according to the following schedule:
- (a) Meter Reading Cycle 01
 - April/May billed in June
 - June/July billed in August
 - August/September billed in October
 - (b) Meter Reading Cycle 02
 - May/June billed in July
 - July/August billed in September
 - September/October billed in November

An application may be made to the City Utility Clerk to receive this adjustment. Once an application is accepted by the Finance Department, it will remain in effect until either the property owner requests to have the adjustment removed or the account is closed.

- (4) Charges for irrigation water used shall be the same as other water; however, there will be no sewer fee assessed for the water used for irrigation.
- (5) Water used for irrigation purposes shall be determined in the following manner: An average shall be taken of the amount of water used at the premises during the three bi-monthly billing periods preceding the irrigation period. Any water used during the irrigation period in excess of this average shall not be assessed a sewer fee.
- (6) The bill shall be prorated equitably for less than a one-month period in case of occupancy change.

Section 1.10. Surcharge for Combined Sewer Overflow

- (1) The Finance Director shall bill and collect a 91% surcharge on all sewer billings to be applied to the correction of Combined Sewer Overflows (CSO) in Astoria.
- (2) The CSO surcharge shall be billed as part of the sewer item on the municipal water bill for every customer and it is due and collectable at the same time and in the same manner as the water bill.

All monies collected as CSO surcharges will be placed in a CSO Fund and will be used exclusively for the correction of combined sewer overflows in Astoria.

- (3) If a CSO surcharge is not paid when due, the City may shut off water service until all delinquent utility charges are fully paid. Procedures and fees for processing of delinquent accounts are as provided in the current resolution establishing rules and regulations for water service.

Section 1.11. Billing Procedures.

- (1) Procedures and rules governing the billing, collection, credit extension and shut off for past due accounts are contained in the Water Resolution sections 1.01.
- (2) The sewer service charge shall be billed as a separate item on the municipal water bill for the same customer and is due and collectible at the same time and in the same manner as the water bill. All funds collected as sewer charges will be placed in the sewer department of the Public Works Fund.

Section 1.12. Private Sewage Disposal.

- (1) When a public sanitary sewer is not available under the provisions of Section 1.02, the building sewer shall be connected to a private sewage disposal system complying with the provisions of this resolution.
- (2) Before commencement of construction of a private sewage disposal system, the owner shall first obtain a written permit from the Oregon State Department of Environmental Quality.
- (3) At such time as a public sewer becomes available to a property served by a private sewage disposal system as provided in Section 1.02, a direct connection shall be made to the public sewer in compliance with this resolution, and any septic tanks, cesspools, and similar private sewage disposal facility shall be abandoned in accordance with State law at no expense to the City.
- (4) The owner shall operate and maintain the private sewage disposal facilities in a sanitary manner at all times at no expense to the City.
- (5) No statement contained in this resolution shall be construed to interfere with any additional requirements that may be imposed by the Oregon State Department of Environmental Quality.

Section 1.13. Nonuse of Sewer.

If a sewer which connects a building with the City sewer system is not to be used due to the fact that the water has been turned off at the premises, and the Finance Director has received a written notice that there will be no use of the sewer or water, the owner or occupant shall not be charged for sewer use during the period of discontinuance or until the water is turned on.

Section 1.14. Private Water Supply.

Where a private source of water is used and then discharged into the sewer system, the private source shall be metered and the sewer service charge determined as provided in Section 1.09.

Section 1.15. Penalties.

Any violation of these regulations may subject violator to water turn off, a \$267.99 fine, or both, in addition to any other legal remedies available to the City.

Section 1.16. Review and Revision of Rates.

Sewer service charges established in Section 1.09 of this resolution shall, at a minimum, be reviewed annually and revised periodically to reflect actual costs of operation, maintenance, and replacement of the treatment works and to maintain the equitability of the user charge with respect to proportional distribution of the cost of operation and maintenance in proportion to each user's contribution to the total wastewater loading of the treatment works.

Section 1.17. Notification.

Each user will be notified, at least annually, in conjunction with a regular bill, of the rate and that portion of the user charges, which are attributable to wastewater treatment services.

Section 1.18. Repeal of Resolution.

Resolution No. 14-26, adopted by the City Council on October 6, 2014, is hereby repealed and superseded by this resolution.

Section 1.19. Effective Date.

The provisions of this resolution shall be effective August 1, 2015

ADOPTED BY THE CITY COUNCIL THIS _____ DAY OF _____, 2015.

APPROVED BY THE MAYOR THIS THIS _____ DAY OF _____, 2015.

ATTEST:

Mayor

City Manager

ROLL CALL ON ADOPTION

YEA

NAY

ABSENT

Councilor Nemlowill

Herzig

Price

Warr

Mayor LaMear




CITY OF ASTORIA
Founded 1811 • Incorporated 1856

June 15, 2015

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM: BRETT ESTES, CITY MANAGER

SUBJECT:  DESIGN STANDARD DEVELOPMENT – CONTRACT AMENDMENT WITH PLANGINEERING LLC.

DISCUSSION/ANALYSIS

The Public Works Department is in the process of updating the Public Works Design Standards in an effort to provide clear direction for right-of-way improvements and development. This process includes incorporation of previous design standard documents, formalizing current practice and precedence, and implementing input from other departments including; Building, Planning and Fire.

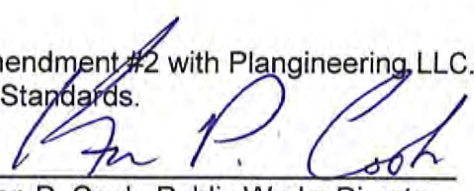
To assist with final revisions and to develop several new chapters, Staff engaged the services of Plangineering LLC. Plangineering was selected due to their familiarity with this process and the City of Astoria. Carole Richardson, owner of Plangineering and former City of Astoria City Engineer, has worked closely with staff to finalize portions of the standards.

The Public Works Design Standards are nearing completion. We currently need to complete the storm drainage chapter, and work to adopt and implement the standards. Plangineering has estimated assistance to finalize the standards will cost \$5,070. A contract amendment has been prepared for this work and is attached to this memo. A summary of the original contract amount and subsequent amendments follows.

Task	Status	Amount
Plangineering Original Contract	Completed	\$6,243.00
Contract Amendment #1	Completed	\$3,747.00
Contract Amendment #2	Proposed	\$5,070.00

RECOMMENDATION

It is recommended that City Council approve Contract Amendment #2 with Plangineering LLC. for assistance with development of the Public Works Design Standards.

Submitted By 
Ken P. Cook, Public Works Director

Prepared By 
Nathan Crater, Assistant City Engineer



**CONTRACT AMENDMENT #2
BETWEEN
THE CITY OF ASTORIA AND PLANGINEERING, LLC.
FOR
PUBLIC WORKS DESIGN STANDARDS**

The AGREEMENT dated September 9, 2014, by and between THE CITY OF ASTORIA, hereinafter called "THE CITY" and Plangineering LLC., hereinafter called "CONSULTANT", is hereby amended as follows:

Amend Scope of Services of the AGREEMENT for continued work on the Public Works Design Standards. Scope will include development of the Storm Drainage Chapter and assistance with adoption and implementation, on a time and materials basis. See attached scope and fees for details.

Amend Compensation of the AGREEMENT to increase contract amount by \$5,070.

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

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

CONSULTANT:
Plangineering LLC.

BY: _____
Arline LaMear Date
Mayor

BY: _____
Consultant Date

BY: _____
Brett Estes Date
City Manager

SCOPE OF SERVICES

CITY OF ASTORIA DESIGN STANDARDS MANUAL

Background

Over the past few years, the City has been working to assemble a design standards manual to provide guidance for City staff, land developers and consultants and to improve the quality and consistency of design documents for public works infrastructure. To date, draft chapters of a design manual have been accomplished for water, sewer, and transportation. Remaining work includes developing a chapter on stormwater facilities, completing guidelines for general administrative processes and final publication.

Plangineering will assist the City with coordination and preparation of the remaining chapters needed to complete an initial Design Standards Manual.

Task 1 - Project Administration

This task includes project management functions, including ongoing communication with City's contract manager, project communications, monthly invoicing and final closeout.

Task 2 - Review Team Meetings and Coordination

Plangineering will attend review team meetings by conference call or web conference. Two review team meetings with City staff are anticipated to be needed in order to complete an initial Design Standards Manual.

Task 3 - Design Standards Manual Preparation

Plangineering will assemble a draft Stormwater chapter for City review. Following receipt of City review team comments, Plangineering will consolidate and address comments to the extent possible, noting areas of conflict and developing suggestions for resolution to be considered by the review team. After comments on each have been resolved, Plangineering will finalize the chapter and submit it to the City's contract manager.

City engineering staff will provide drafting support for standard detail drawings, which are to be developed in concert with the design standards manual.

Following completion of the Stormwater chapter and receipt of standard detail drawings from the City, Plangineering will perform a final compliance review of all chapters with respect to state and federal regulations. Plangineering will then assemble a complete design standards manual and submit it electronically to the City. The City will perform a final internal compliance review with respect to the City's regulatory codes and processes, and return a single set of final edits to Plangineering. Plangineering will finalize the standards document and provide a final version suitable for adoption by the Astoria City Council, in both editable format and pdf.

CITY OF ASTORIA
DESIGN STANDARDS MANUAL
BUDGET

Hourly Rate: \$ 130

Task	Hours	Budget	Notes/assumptions
1.0 Project Admin	1	\$ 130	
2.0 Review Team Meetings	4	\$ 520	
3.0 Design Standards Manual Preparation			
Stormwater Chapter			
Preliminary Draft	15		No existing draft.
Final Draft	5		Assumes up to five sets review comments
Final	4		Assumes up to five sets review comments
Stormwater Subtotal	24	\$ 3,120	
Final Document			
State/Federal Code Compliance	4		
Document Formatting	4		City provide standard details in pdf
Address final edits from Nathan	2		Assumes minor editing/formatting; no changes to content previously reviewed.
Subtotal Final Document	10	\$ 1,300	
Total Task 3 Labor	24	\$ 4,420	

TOTAL EST. LABOR

39 \$ 5,070



CITY OF ASTORIA
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June 26, 2015

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: RESOLUTION REGARDING NILE STREET VACATION – REQUEST TO SET PUBLIC HEARING

BACKGROUND

The City has been working with Verizon to facilitate the relocation of the wireless communication facility currently located on Coxcomb Hill near the Astor Column (background information is attached). The proposed relocation would involve a potential location in the forested area in Shively Park. Staff will be bringing a draft lease for the Shively Park location to the City Council for consideration separately. The City has met with Verizon and their team to determine the best possible location for the proposed facility. The site identified for the proposed facility would be on property owned by the City with a portion of the facility within an unimproved portion of the Nile Street right-of-way. In order to accommodate the facility at this location, staff recommends that this portion of Nile Street be vacated.

A right-of-way vacation would resolve some issues associated with the construction of the proposed facility within a right-of-way. There are no utilities within this right-of-way and due to the steep topography and location of the platted right-of-way, it is very unlikely that a road would ever be constructed at this site. If the vacation were approved, the vacated portions of right-of-way would revert back to the neighboring property owner, the City of Astoria. In addition, since the City is the adjacent property owner on either side of the right-of-way, the City would become the property owner, thereby retaining the ability to use the vacated portion for any unforeseen future City needs.

This process will result in the ability of the City to potentially lease the proposed site to Verizon for a wireless communication within the Shively Park. To accomplish the goals of the street vacation, the following steps are necessary:

- Process the street vacation petition recommended by this memorandum and set a public hearing
- Prepare and process conveyance deeds (after street vacation is complete)

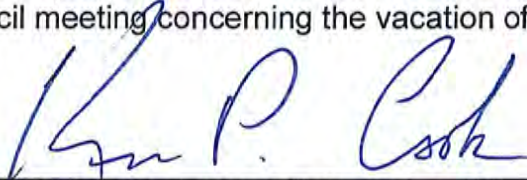
Parks and Recreation Director Angela Cosby has been involved in the selection of the site and concurs with the proposed street vacation. The Parks and Recreation Board have also been included in the site selection and staff has received their concurrence on the proposed project and location.

It has been City policy to assess an amount equivalent to the value of the adjacent property for the benefit received from the street vacation. Staff did not calculate an assessment in this case as the City is the beneficiary and the benefit is to the public.

RECOMMENDATION

It is recommended that the Astoria City Council adopt the attached resolution to conduct a Public Hearing at the August 3, 2015 City Council meeting concerning the vacation of Nile Street within Shively Park.

Submitted By: _____


Ken P. Cook, Public Works Director

Prepared By: _____


Rosemary Johnson, Special Projects Planner

SHIVELY PARK VERIZON PROJECT BACKGROUND

During the 2007 storm the vulnerability of our emergency communications systems was highlighted. As a result of this exposure several years and approximately \$1,500,000 was invested in public safety communications. This time and investment led to a system that built in redundancy and connected the disparate sites. The Coxcomb Site that was not upgraded, due to a lack of funding and a realization that Astor Park was not the best place for a communications site to be located. Verizon Wireless (VZW) came to the City prior to 2008 with the desire to add panel antennas to the existing structure. A site survey was conducted in 2009 that concluded the current tower was not tall enough to place the panel antennas on and that the existing infrastructure on the tower was already over capacity. It was recommended either building a tower that could hold the combined load or splitting equipment onto multiple towers. The report also identified that each and every winter storm that passes, places this site at risk. The site is indefensible from the trees that surround the site. Each year an arborist makes recommendations to the Emergency Communications Manager about what should be trimmed or removed. Last year a very large tree was removed that has been closely watched for several years and was finally deemed to be too high of a risk.

In 2009 staff determined that multiple towers at Astor Park was not a position that they could support. Between 2009 and April 2013 Staff worked with VZW to develop a path forward. Several options were presented to council members informally and at the council goal setting meeting in 2012. In April of 2013 staff presented a completed concept to City Council. Council rejected this proposal and asked staff to work with Friends of the Column and VZW to return with another option. Since 2013, staff and Converge on the behalf of the Friends of the Column have attempted to move VZW to a point where they would sponsor the move out of Astor Park.

One of the first items staff and Converge accomplished was getting VZW to show the engineering behind the Coxcomb and Reservoir site. It was obvious to all involved that there was a significant decrease in service to the VZW customers served in the area which was shadowed by the saddleback nature of the terrain in the area. Essentially Coxcomb, which is nearly as high as the reservoir site caused the majority of the top of the hill and down 7th street to suffer greatly decreased if not nonexistent coverage. This was part of the dead end that the City hit when staff attempted to get VZW to look at the reservoir site.

One of the early wins by Converge was getting VZW to look at this location with the eye toward more than one site being part of the solution. Staff worked with Converge and Verizon to identify sites that may provide coverage for this area. The reservoir site, which works for public safety, only works for VZW if combined with other sites. Several sites were examined and dismissed for technical reasons. These included Fred Lindstrom Park, the abandoned public works shed at 6th and Lexington, a City owned property at 3rd and Niagara, and several other parcels identified as available. One location that was identified, to the exclusion of all others, was Shively Park.

Initial concepts, prior to a site visit were to place the VZW tower at the highest point in Shively Park. Once on site VZW saw that the highest point would not be acceptable. A redesign of the concept was done immediately. The potential site was moved to the south west corner of the park outside the roadway that circles the park. Equipment is planned to be below grade and the tower is intended to be painted to blend in the environment. There will not be a communications building but cabinets that will house equipment. To create space for the site one Douglas Fir and four deciduous trees will be removed. The site will be subjected to review under the Wireless Communications Facilities Development Code.

Council directed staff to find a way to move the communications tower off of Coxcomb Hill when they rejected the plan presented to place a single monopole at Coxcomb. Staff is in alignment with this decision because the move away from Coxcomb helps to reduce the threat to public safety radio from the trees that are around the current communications tower.

The current communications tower is 25 years old, has too much equipment loaded on it for the current wind load requirements for this region. Those wind load requirements have increased since this tower was constructed. Public Safety microwave antenna has had to be located on the caretaker's house because the current tower cannot handle the wind loading created with the addition of this antenna.

The status quo at Coxcomb is not acceptable for either public safety radio or the City's tenant VZW. The City could determine that the lease would not be renewed and that the tower would be relocated. This would mean that the City would move the public safety radio site on our own (at the City's expense) and no longer lease to VZW. The cost of such a move would have many variables depending on whether the City intended to build strictly a public safety site or if they intended to attempt to attract tenants to collocate at the site. Minimum cost for the City to develop the reservoir site on our own is expected to exceed \$700,000.

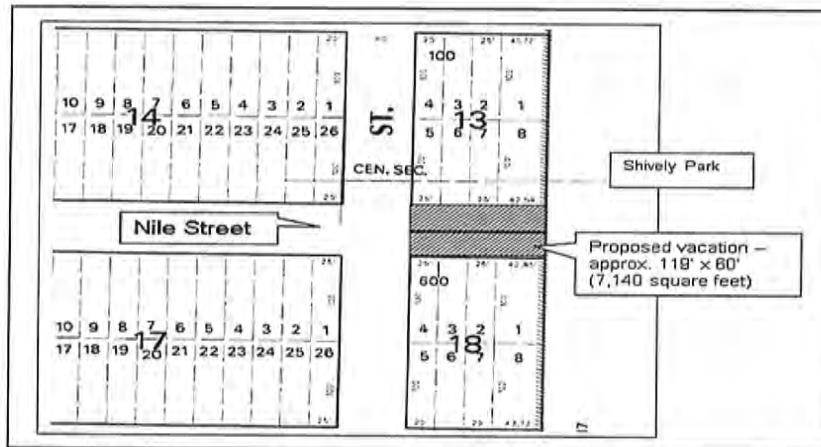
The cost motivating VZW to sponsor the development of the reservoir site, pay the City a licensing fee, and allow public safety to collocate on the VZW owned site at no cost for the life of the contract, is to develop additional sites to keep the VZW coverage at least equal. Currently, VZW is paying \$25,000 in lease annually for the space on the tower, the shelter and space on a telephone pole to supplement the tower. This lease expires in 09/2016. There is a current lease in negotiations which has terms that are favorable to the City and roughly as indicated above. Those leases are anticipated to come before City Council in August.

RESOLUTION NO. 15 - _____

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

SECTION 1. That the City Council has been petitioned for an ordinance and order vacating portions of Nile Street in the City of Astoria, Oregon, described as follows:

Vacate all that portion of the 1500 Block of Nile Street located between all of Block 13 and Block 18, in the plat of Central Astoria, County of Clatsop, State of Oregon; Map T8N-R9W Section 17CA, Tax Lots 100 & 600



SECTION 2. That it appears that the petition in all respects seems to be valid and in accordance with the Charter and the Astoria Code.

SECTION 3. That a hearing upon said petition is hereby ordered and fixed to be held in the Council Chambers on July 20, 2015 at the hour of 7:00 p.m., at which time any and all objections will be heard, and be it further resolved that notice of such proposed vacation be published in the Daily Astorian of the time and place fixed for such hearing and describing said street to be vacated and said notice provide that oral objections may be made at said public hearing or may be made in writing and filed with the Finance Director at or prior to the time of said hearing.

ADOPTED BY THE COMMON COUNCIL THIS _____ DAY OF _____, 2015.

APPROVED BY THE MAYOR THIS _____ DAY OF _____, 2015.

ATTEST:

Arline LaMear, Mayor

Brett Estes, City Manager

ROLL CALL ON ADOPTION

YEA

NAY

ABSENT

Councilor Nemlowill

Herzig

Price

Warr

Mayor LaMear



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

June 26, 2015

MEMORANDUM

TO: MAYOR AND CITY COUNCIL
FROM: BRETT ESTES, CITY MANAGER
SUBJECT: ASTORIA SENIOR CENTER RENOVATION PROJECT CONSTRUCTION
CONTRACT AWARD

DISCUSSION/ANALYSIS:

In March of 2013 the City Council approved a contract with the Oregon Business Development Department Infrastructure Finance Authority (IFA) for a Community Development Block Grant (CDBG) award in the amount of \$1,500,000 for the Renovation of the Astoria Senior Center.

Following receipt of the bids for Astoria Senior Center Renovation in late February 2015 project staff have been working with the apparent low bid general contractor (Skyward Construction, Inc.), S|EA (project architect), City staff and the Senior Center Management to adjust the scope of work defined in the bid/design documents. This work was done to align closer with the available project renovation funds in consideration the bids received exceeded the project cost estimate while still addressing the direct core needs of the Senior Center and the defined project requirements within the Community Development Block Grant contract documents.

Concurrent with the work to adjust the project scope, project staff was successful in obtaining an additional \$240,000 (previously approved by Council in May of 2015) from IFA. Receipt of the amended total IFA project funding of \$1,740,000 greatly assisted in narrowing the previous gap of available funds for construction to ensure the core needs of the Senior Center project will be realized.

The work to align the project scope of work with the amended project funding has recently been completed to the satisfaction of the Senior Center Management and the project staff. The proposed award of the construction contract to Skyward Construction, Inc. is in the amount of \$1,455,157. A construction contingency of approximately eight percent will be available outside of the construction contract for any unforeseen circumstances that may arise. The City Attorney has reviewed and approved the contract for Council action. Construction is anticipated to begin in Mid-July and conclude in early December of 2015. It should be noted that several local subcontractors will provide services on this project.

RECOMMENDATION

It is recommended that the City Council authorize staff to award the construction contract for the Astoria Senior Center Renovation Project to Skyward Construction, Inc. in the amount of \$1,455,157.

By: Al Jaques
Al Jaques, Project Manager

“ASTORIA SENIOR CENTER RENOVATION PROJECT” RECORD CONTRACT DOCUMENTS

CONTRACT AGREEMENT

60.1.00	GENERAL
60.2.00	DESCRIPTION OF WORK
60.3.00	COMPLETION OF CONTRACT
60.4.00	CONTRACT PRICE
60.5.00	CONTRACT DOCUMENTS
60.6.00	CHANGE IN WORK
60.7.00	COMPLIANCE
60.8.00	ADDITIONAL CONTRACTOR RESPONSIBILITIES
60.9.00	CONTRACTOR IS INDEPENDENT CONTRACTOR
60.10.00	SUBCONTRACT - ASSIGNMENTS AND DELEGATION
60.11.00	EARLY TERMINATION
60.12.00	CANCELLATION FOR CAUSE
60.13.00	NON-WAIVER
60.14.00	SUIT OR ACTION
60.15.00	CONFLICT BETWEEN TERMS
60.16.00	INDEMNIFICATION
60.17.00	WORKMEN'S COMPENSATION
60.18.00	PAYMENT OF LABORERS AND MATERIALMEN
60.19.00	PAYMENT OF CLAIMS BY PUBLIC OFFICERS
60.20.00	HOURS OF LABOR
60.21.00	PAYMENT OF MEDICAL CARE
60.22.00	DRUG TESTING PROGRAM
60.23.00	PREVAILING WAGE RATE
60.24.00	INSURANCE
60.25.00	PERFORMANCE AND PAYMENT BOND
60.26.00	CERTIFICATION OF COMPLIANCE WITH TAX LAWS
60.27.00	NO THIRD PARTY BENEFICIARIES
60.28.00	SOURCE OF FUNDS
60.29.00	CONFLICT OF INTEREST
60.30.00	PROHIBITION OF LEAD-BASED PAINT
60.31.00	ECONOMIC OPPORTUNITIES FOR LOW AND VERY LOW INCOME PERSONS
60.32.00	MINORITY, WOMEN AND EMERGING SMALL BUSINESS ACTIVITY REPORT
60.33.00	EXPLANATION OF CODES RELATED TO THE MINORITY, WOMEN AND EMERGING SMALL BUSINESS ACTIVITY REPORT

60.01.00 - GENERAL

THIS AGREEMENT, made and entered into this ____ day of _____, 2015, by and between **Skyward Construction, Inc.** 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 the:

**** ASTORIA SENIOR CENTER RENOVATION ****

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

60.3.00 - COMPLETION OF CONTRACT

The **CONTRACTOR** agrees that the work under this contract shall be completed within **145** calendar days after the Notice to Proceed is issued. Project Final Completion shall be no more than **30 calendar days** after Substantial Completion. It is the intent of the **CITY** that its Tenant (Astoria Senior Center) will move into the building when Substantial Completion is achieved. 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.

60.4.00 - CONTRACT PRICE

The contract price for this project is **\$1,455,157**. 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 project plans, specifications, general conditions, supplementary conditions, invitation for bids, instructions to bidders, all addenda and all modifications thereto and bid are, by this reference, incorporated and attached to this contract and are fully a part of this contract.

60.6.00 - CHANGES IN WORK

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

A. An increase or decrease of more than 25 percent of the total cost of the work calculated from the original proposal quantities and the unit contract prices; or,

B. An increase or decrease of more than 25 percent in the quantity of any one major contract item. For condition b) above, a major item is defined as any item that amounts to 10 percent or more of the total contract price. If it is necessary to exceed this limitation, the change shall be by written supplemental agreement between the **CONTRACTOR** and **CITY**. Any change shall be in writing and state the dollar value, method of payment, and any adjustments in contract time, and shall provide for the signatures of the **CONTRACTOR** and **CITY**.

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

60.7.00 - COMPLIANCE

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

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

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

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

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

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

It is the policy of the City of Astoria that no person shall be denied the benefits of or be subject to unlawful discrimination in any City program, services, or activity on the grounds of age, disability, race, religion, color, national origin, sex, sexual orientation, gender identity/expression. Contractor, its employees, agents and subcontractors shall comply with this policy.

60.8.00 - ADDITIONAL CONTRACTOR RESPONSIBILITIES

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

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

60.9.00 - CONTRACTOR IS INDEPENDENT CONTRACTOR

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

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

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

60.10.00 SUBCONTRACTS - RELATIONS WITH SUBCONTRACTORS, ASSIGNMENTS AND DELEGATION

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

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

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

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

(b) An interest penalty clause that obligates the **CONTRACTOR**, if payment is not made within 30 days after receipt of payment from the contracting agency, to pay to the first -tier subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract under paragraph (a) of this subsection. A **CONTRACTOR** or first-tier sub-contractor may not be obligated to pay an interest penalty if the only reason that the **CONTRACTOR** or first-tier sub-contractor did not make payment when payment was due is that the **CONTRACTOR** or first-tier subcontractor did not receive payment from the contracting agency or **CONTRACTOR** when payment was due. The interest penalty shall be: (A) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and (B) Computed at the rate specified on ORS 279C.515 (2).

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

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

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

D. Assignment or Transfer Restricted. The **CONTRACTOR** shall not assign, sell, dispose of, or transfer rights nor delegate duties under the contract, either in whole or in part, without the **CITY's** prior written consent. Unless otherwise agreed by the **CITY** in writing, such consent

shall not relieve the **CONTRACTOR** of any obligations under the contract. Any assignee or transferee shall be considered the agent of the **CONTRACTOR** and be bound to abide by all provisions the contract. If the **CITY** consents in writing to an assignment, sale, disposal or transfer of the **CONTRACTOR's** rights or delegation of the **CONTRACTOR's** duties, the **CONTRACTOR** and its surety, if any, shall remain liable to the **CITY** for complete performance of the contract as if no such assignment, sale, disposal, transfer or delegation had occurred unless the **CITY** otherwise agrees in writing.

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

60.11.00 - EARLY TERMINATION

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

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

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

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

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

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

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

60.12.00 - CANCELLATION FOR CAUSE

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

60.13.00 - NONWAIVER

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

60.13.01 - REMEDIES

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

- A. Reducing or withholding payment;
- B. Requiring the **CONTRACTOR** to perform, at the **CONTRACTOR'S** expense, additional work necessary to perform the identified scope of work or meet the establish performance standards; or
- C. Declaring a default, terminating the public contract, and seeking damages and other relief available under the terms of the public contract or other applicable law.

60.14.00 - SUIT OR ACTION

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

60.15.00 - CONFLICT BETWEEN TERMS

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

60.16.00 - INDEMNIFICATION

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

60.17.00 - WORKERS' COMPENSATION

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

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

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

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

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

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

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

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

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

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

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

60.20.00 - HOURS OF LABOR

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

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

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

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

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

E. CONTRACTOR will comply with the requirements of ORS 279C.545 regarding time limitation or claim for overtime, posting of circular.

60.21.00 - PAYMENT OF MEDICAL CARE

CONTRACTOR shall promptly, as due, make payment to any person, 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 **CONTRACTOR**, of all sums which the **CONTRACTOR** agrees to pay for such services and all monies and sums which the **CONTRACTOR** collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

60.22.00 - DRUG TESTING PROGRAM

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

60.23.00 – PREVAILING WAGE RATE

A. Prevailing Wage Rate. This contract is subject to both ORS 279C.800 to ORS 279C.870 and Davis-Bacon Act (40 USC 3141 *et seq*) every contract and subcontract must provide that the worker whom the **CONTRACTOR**, subcontractor, or other person who is a party to the contract uses in performing all or part of this contract, must be paid no less than the higher of the applicable state prevailing rate of wage for each trade or occupation as defined by the Commissioner of the Bureau of Labor and Industries in the applicable publication entitled *Definitions of Covered Occupations for Public Works Contracts in Oregon* or federal prevailing rate of wage. A current copy of Prevailing wage Rates for Public Works contracts in Oregon is included in the project documents as well as a current Federal Wage Determination (Davis Bacon). The website address where these publications are available is: <http://www.oregon.gov/BOLI/WHDPWR/pages/index.aspx>. The Federal Labor Standards Provisions (HUD-4010), is located in the Supplemental Oregon Community Development Block Grant Contract Forms as part of this solicitation. See the "The Federal Labor Standards Provisions (HUD-4010) in **DIVISION 80** SUPPLEMENTAL OREGON COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT DOCUMENTS AS PART OF THIS INVITATION TO BID.

B. Statutory Public Works Bond. In accordance with ORS 279C.830(3) and before starting work the **CONTRACTOR** shall have a **\$30,000** Public Works bond on file with the Construction Contractors Board. **CONTRACTOR** shall include a provision in every subcontract requiring the subcontractor to have a public works bond on file with the Construction Contractors Board before starting work on the project, unless exempt under the terms of ORS 279C.836.

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

60.24.00 – INSURANCE

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

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

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

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

60.25.00 - PERFORMANCE AND PAYMENT BOND

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

60.26.00 - CERTIFICATION OF COMPLIANCE WITH TAX LAWS

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

60.26.01 - CITY OCCUPATION TAX

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

60.27.00 - NO THIRD PARTY BENEFICIARIES

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

60.28.00 - SOURCE OF FUNDS

Work under this contract will be funded in part with Federal Grant Funds from the Oregon Community Development Block Grant (CDBG) program.

60.29.00 - CONFLICT OF INTEREST

No employee, agent, consultant, officer, elected 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 (Code of Federal Regulations) Part 570.489(h).

60.30.00 - PROHIBITION OF THE USE OF LEAD-BASED PAINT

The use of Lead-Based paint on any interior or exterior surfaces is prohibited.

60.31.00 - ECONOMIC OPPORTUNITIES FOR LOW AND VERY LOW INCOME PERSONS

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, 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.

60.32.00 - MINORITY, WOMEN AND EMERGING SMALL BUSINESS ACTIVITY REPORT

The **report** (see **DIVISION 80** SUPPLEMENTAL OREGON COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT DOCUMENTS AS PART OF THIS INVITATION TO BID) 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.

60.33.00 - EXPLANATION OF CODES RELATED TO THE MINORITY, WOMEN AND EMERGING SMALL BUSINESS ACTIVITY REPORT

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.

APPROVED AS TO FORM: **CITY OF ASTORIA**, a municipal of the State of Oregon.

BY:  Digital Signature
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cn=com.apple.admssltd.prd.421175667d4d
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Date: 2015.06.30 13:12:16 -0800

City Attorney Date

BY: _____
Mayor Date

ATTEST:

BY: _____
Contractor Date

BY: _____
City Manager Date



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

June 25, 2015

TO: MAYOR AND ASTORIA CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: CARBON CREDIT PROJECT

BACKGROUND

At the June 4, 2015 City Council meeting, Council approved a contract with The Climate Trust (Emissions Reduction Purchase Agreement) to sell carbon credits generated from the City of Astoria Watershed carbon project.

The contract with The Climate Trust (TCT) requires the City to complete development of a carbon project that achieves the standards set by the American Carbon Registry (ACR). ACR is a non-profit voluntary greenhouse gas registry owned and operated by Winrock International. Since 1996, ACR has set the market standard for quality carbon offsets and continues to lead market innovations in the sector.

In order to initiate the Bear Creek Watershed carbon project, register the carbon credits generated from the project, and sell the credits to TCT; the City is required to open a registry account with ACR. This account will allow the City to upload and store key project documents and maps required by ACR and by an approved verifier to complete the project verification. This account will also hold all of the verified carbon credits generated by the project over time – similar to a bank account; however this account will be used to deposit and store carbon credits. The ACR registry also provides the platform to transfer the City's carbon credits to TCT's ACR registry account as per the contract TCT.

In order to open an online ACR registry account, the City must agree a *Terms of Use* agreement with ACR (attached). The ACR *Terms of Use* agreement has been reviewed by City Attorney, Blair Henningsgaard, and he has approved it as to form. There is a \$500 fee to open an ACR registry account and a \$500 annual fee to maintain the account is good standing.

ACR requires the City to appoint an ACR Account Agent that will be responsible for managing the City's ACR registry online account. It is proposed that the City Manager appoint the Public Works Director as the ACR Account Agent.

RECOMMENDATION

It is recommended that Council authorize the City Manager to open an ACR registry account on behalf of the City of Astoria and assign the Public Works Director as the ACR Account Agent for the purposes of managing the City's ACR registry account.

Submitted by: 

Ken P. Cook, Public Works Director

AMERICAN CARBON REGISTRY

TERMS OF USE

April 2015

The following are the Terms of Use for the American Carbon Registry (the "Registry"), operated and administered by American Carbon Registry, an enterprise of Winrock International Institute for Agricultural Development, an Arkansas non-profit corporation ("ACR" or "Administrator"). "American Carbon Registry", "American Carbon Registry Standard" (the "ACR Standard") and ACR's system for GHG reduction projects and credits, are owned by and constitute the valuable intellectual property of ACR. These Terms of Use are in addition to the Operating Guidelines, ACR Standards and other ACR guidance applicable to your use of the Registry website located online at <http://americancarbonregistry.org> (the "Registry Site"). In the event these Terms of Use conflict or are inconsistent with the General Terms of Use, the provisions of these Terms of Use shall control for the services referenced herein.

1. Acceptance of Terms. Your use of the Registry and the Registry Site is subject to the following Terms of Use, which constitute a binding contract between you (also referred to herein as "Account Holder") as user of the Registry and Administrator as administrator and owner of the Registry (Account Holder and Administrator, are individually referred to herein as a "Party", and collectively referred to herein as the "Parties"). BY USING OR ACCESSING THE REGISTRY, YOU ACCEPT AND AGREE TO BE BOUND BY THESE TERMS OF USE AS MODIFIED FROM TIME-TO-TIME IN ACCORDANCE WITH THE TERMS HEREOF, AND YOU AGREE TO TAKE AFFIRMATIVE RESPONSIBILITY FOR THE COMPLIANCE OF YOUR USERS WITH THESE TERMS OF USE. You can review the current version of the Terms of Use at any time at the Registry Site. CONTINUED USE AND ACCESS OF THE REGISTRY BY YOU AND/OR YOUR USERS AFTER MODIFICATION OF THE TERMS OF USE SIGNIFIES YOUR AGREEMENT TO BE BOUND BY THE MODIFIED TERMS OF USE AND YOUR AGREEMENT TO TAKE AFFIRMATIVE RESPONSIBILITY FOR THE COMPLIANCE OF YOUR USERS WITH THESE MODIFIED TERMS OF USE. In addition, when using the Registry, you shall be subject to any rules, guidelines and/or operating procedures applicable to such use which may be posted at the Registry Site from time-to-time, including but not limited to the General Terms of Use and the Registry's Operating Procedures, each as modified or restated from time-to-time (collectively, the "Operative Documents"). All such rules, guidelines and operating procedures are incorporated by reference into these Terms of Use. Your use of the Registry will also be subject to the rules, guidelines and/or operating procedures of the ACR and ACR Standard, as set forth online at <http://www.americancarbonregistry.org/>, as modified or restated from time-to-time, but only to the extent that such rules, guidelines and operating procedures do not conflict with the Operative Documents or these Terms of Use. If you do not agree to these Terms of Use, you and your users may not access or otherwise use the Registry.

2. Capitalized Terms; Definitions.

Defined terms in these Terms of Use, which may be identified by the capitalization of the first letter of each principal word thereof, have the meanings assigned to them in Appendix A, which is hereby incorporated herein. Any capitalized terms contained herein that are not otherwise defined herein shall have the meanings as such terms are defined in the Operative Documents.

3. Description of Service.

(a) The Registry serves as an informative system for the listing, registration and independent verification of voluntary, Early Action and California compliance offset projects as well as the issuance, transfer, cancelation, suspension and retirement of, and custodial services for, ERTs and Registry Offset Credits (ROCs) within the Registry. The data comprising the Registry shall include emissions information validated, verified and provided to the Administrator by an approved Verifier.

(b) The Registry is an assembly of data on emission reduction projects and ERTs or ROCs that is verified, validated and provided by third parties, and serves only for informational purposes. Any issues or disputes that may arise between the Account Holder, other Registry Participants and third parties from the use of the Registry or the data (including without limitation in connection with the validity of project data, with the purchase and sale of ERTs or ROCs or whether an ownership interest, Beneficial Ownership Rights, security interest or other proprietary interest is created in any ERT or ROC, shall be addressed between the Account Holder and such Registry Participant or third party. Neither the Registry nor Administrator will address any such issues and neither shall have any liability with respect to any such issues. Administrator reserves the right to dispose of any disputed ERTs or ROCs by interpleader or other suitable action in the event of controversy and to deposit any ERTs or ROCs or other items subject of the interpleader action with the relevant court or arbitral panel.

(c) Administrator reserves the further right, in its sole discretion, to modify, augment, segment, reformat, reconfigure or otherwise alter at any time the content or methods of transmission of the Registry, the Operative Documents or these Terms of Use and create new types or versions of the Registry, the Operative Documents or these Terms of Use. Administrator shall not be required to comply with any provisions of any Operative Document to the extent that Administrator determines in its reasonable discretion that such compliance would have a material adverse effect on the Registry; provided, that Administrator shall report to Account Holder any such non-compliance within thirty (30) days after such non-compliance first occurs. Administrator shall provide Account Holder with at least thirty (30) days' prior notice of material changes to the Registry or these Terms of Use, and such changes shall be effective upon the date set forth in the notice, which may be given by any means including, without limitation, posting on the Registry Site, or by electronic or conventional mail. All other changes shall be effective upon their being posted on the Registry Site. Any use of the Registry by Account Holder after a change has gone into effect shall be deemed to constitute acceptance of such change.

4. Authorized User; Personal Data.

(a) The rights and obligations of these Terms of Use shall run to the named Parties and their successors in interest and authorized assigns. Account Holder shall ensure that any of its owners, trustees, members, officers, directors, employees, agents appointed as Account Holder's agent ("Agents") and/or any other agents to whom it has provided access to the Registry (collectively, the "Representatives" or "Users") agree to comply with the Operative Documents and these Terms of Use.

(b) Account Holder shall execute and return to Administrator a Declaration of Agency ("Declaration") for any Agent it desires to hire and/or contract with to access the Registry on its behalf. A form of Declaration will be available on the Registry Site. Account Holder understands and agrees that only one entity may be granted access to an Account, and that accordingly if Account Holder grants Account access to an Agent, Account Holder shall not have access to that Account unless and until Account Holder revokes the applicable Declaration of Agency.

(c) Account Holder acknowledges and agrees that the rights and licenses provided under these Terms of Use and the Operative Documents are solely for the benefit of Account Holder and are to be exercised only in connection with Account Holder's and its Representatives', if any, use of the Registry. Without limiting the generality of the foregoing, except as set forth in this Section 4 and in Section 20, or except with respect to Beneficial Ownership Rights that are permitted by these Terms of Use, Account Holder may not transfer or sublicense its rights, licenses or Account, or any portion thereof, to any third party.

(d) Having applied to participate in the ACR, Account Holder accepts that Administrator, its representatives, successors and assigns, will need to collect certain Personal Data in connection with its application or transaction with Administrator, including Account Holder's name, address, and contact information, as set forth in the Registry's Privacy Policy ("Personal Data"). Account Holder confirms that it has obtained the express consent from any relevant third parties whose Personal Data it is required to provide to Administrator. Account Holder hereby expressly and freely consents and authorizes Administrator to process, use or export such Personal Data in order to achieve the purposes of these Terms of Use, including to process Account Holder's application for services relating to ACR and participation in the ACR Registry; to complete all verification processes whether the verification is made by the Registry or by third party service providers on their behalf; to share, in accordance with the confidentiality provisions of these Terms of Use, Account Holder's Personal Data with APX, the operator of the ACR project database, as well as any third party service providers, associated companies and agents, as needed and appropriate; and to comply with all of Administrator's legal and regulatory obligations relating to the ACR, the ACR project database and its operator and their compliance obligations in any jurisdiction. You acknowledge and agree that APX and its affiliates may from time to time acquire, access, retain and use, from publicly available source (including, without limitation, public portions of the Registry Site) information that may contain information identical to Personal Data. Nothing contained herein shall restrict APX and/or its

affiliates from accessing, retaining and using such publicly available information for its own purposes, even if such publicly available information is identical to Personal Data.

5. Ownership and Use of Data and the Registry.

(a) Account Holder acknowledges that (i) Confidential Information, as defined in Section 14(b) hereof, is, and shall remain, the exclusive property of the participant in the Registry, whether a holder of an Account or otherwise (a "Registry Participant"), who submitted it or on whose behalf it was submitted, and (ii) Administrator is and shall remain the sole owner or authorized licensee of all data comprising the Registry (except as provided in Section 14(c) hereof) and of the Registry operating system, including any components, modifications, adaptations and copies thereof. Without limiting any of the foregoing, Account Holder further acknowledges and agrees that any and all Software is proprietary software of Administrator and/or its affiliates and third party providers. Except as provided herein, Account Holder shall not obtain, have or retain any right, title or interest in or to the Registry or the Software or any part thereof. Account Holder acknowledges and agrees that Administrator is and shall remain the sole owner of any registration required to access or use the Registry, including without limitation any and all intellectual property rights therein. The rights granted to Account Holder are solely defined by these Terms of Use and the Operative Documents as in effect from time-to-time and include, but are not limited to, permission to use the Registry as set forth herein and therein. Account Holder's rights under these Terms of Use do not include a transfer of title or any other ownership interest in the Registry, its content or any part thereof to Account Holder. Account Holder agrees not to contest or challenge Administrator's or its third-party suppliers' ownership of the data comprising the Registry, the Software and associated intellectual property rights and not to take any action that would infringe, misappropriate, constitute unfair competition with respect to, or otherwise violate the ACR Standards, Administrator's or their third-party suppliers' ownership of or rights in the data comprising the Registry, the Registry or the Software.

(b) Except as otherwise provided in the Operating Procedures and Section 14(c) hereof, Account Holder acknowledges that once Account Holder transmits data to the Registry, such data becomes the property of Administrator. Except in accordance with Administrator's normal operating procedures, data in the Registry, including Confidential Information, cannot and will not be deleted, removed, or otherwise expunged or segregated, including in the event Account Holder terminates its use of the Registry or any Account or Sub-account in the Registry or is terminated pursuant to Section 12 hereof. To the extent any data submitted by or on behalf of Account Holder is and remains Confidential Information, Account Holder grants Administrator a perpetual, irrevocable, worldwide, royalty-free and non-exclusive license to retain and use such data in the Registry, subject to the obligations set forth in these Terms of Use applicable to such Confidential Information.

(c) Account Holder acknowledges that the data transmitted by the Registry is derived from proprietary and public third-party sources, including but not limited to data from Registry Participants other than Account Holder, ACR and Verifiers.

(d) Account Holder will not use the Registry for any unlawful purpose or in an unlawful manner. Account Holder shall prevent the use or copying of the Registry and any other supporting materials by Account Holder's Representatives except as permitted by the terms of these Terms of Use.

(e) Account Holder represents that it has legal title to, or has been authorized to act on behalf of the holder of legal title to, the data provided to the Registry by Account Holder and acknowledges that Administrator cannot be held liable in the event of misrepresentation of ownership thereof by Account Holder. In the event Account Holder has been authorized to act on behalf of the holder of legal title to data, Account Holder agrees to provide the Administrator with a legally binding document confirming such authorization, which document will be reasonably acceptable to Administrator. Account Holder represents that all data and other information it provides to APX and the Registry shall be true, is complete and is correct to the best of its knowledge, information and belief.

(f) Account Holder will notify Administrator of any issues surrounding the issuance of ERTs or ROCs deposited to Account Holder.

(g) Administrator grants Account Holder non-exclusive permission to access, retrieve and download data from the Registry subject to these Terms of Use and the Operative Documents, which grant shall not be effective until (i) Account Holder has: (1) completed and submitted to Administrator the online registration available on the Registry Site, and (ii) paid all applicable fees due under the Operative Documents; and (ii) Administrator, in its sole discretion, has accepted Account Holder's registration. Account Holder will take all appropriate steps and precautions to safeguard and protect the access, use and security of the Registry and Account Holder's user access information from unauthorized users.

(h) Administrator reserves all rights in the Registry not expressly granted to Account Holder in these Terms of Use.

(i) To Administrator's actual knowledge, the Software does not infringe any intellectual property rights of third parties.

6. Ownership of ERTs and ROCs; Action with Respect to ERTs and ROCs on Behalf of Third Parties.

(a) General Prohibition on Third Party Ownership. Except as otherwise permitted under Sections 6(b) or 6(c) below:

(i) Account Holder will only hold or retire in its Accounts ERTs and ROCs for which it is the sole holder of all legal title and all Beneficial Ownership Rights, and

(ii) Account Holder may not hold any Accounts, or hold or retire in its Accounts, any ERTs or ROCs on behalf of one or more third parties.

(b) Retail Aggregator Exception. Account Holder may retire ERTs on behalf of one or more third parties, provided that:

(i) any such retirement may be effected only in a Group Retirement Sub-account, in the manner set forth in the Operating Procedures;

(ii) all legal title to and all Beneficial Ownership Rights in any ERTs or ROCs retired in a Group Retirement Sub-account must be held by one or more individuals or organizations (collectively, the "Indirect Owners") that have authorized Account Holder in writing to retire such ERT or ROC on their behalf and to provide any data or other information relating to such ERT or ROC to Administrator (except to the extent that Account Holder may be deemed to hold or share with the applicable Indirect Owners any legal title to or Beneficial Ownership Rights in such ERT or ROC); and

(iii) any retirement of any ERT or ROC in a Group Retirement Sub-account shall be effected solely on behalf of the applicable Indirect Owners.

(c) Optional Omnibus Account. Account Holder may hold ERTs or ROCs in its Account(s) on behalf of one or more Indirect Owners, provided that:

(i) Account Holder is a Regulated Person and has provided Administrator a signed Regulated Person Attestation, available on the Registry Site; provided, however, that Administrator may, in its sole discretion, waive the requirements set forth in this paragraph (i) with respect to Account Holder by providing Account Holder with written notice of such waiver;

(ii) All legal title to and all Beneficial Ownership Rights in any ERT or ROC so held by Account Holder is held by one or more Indirect Owners that have authorized Account Holder in writing to hold ERTs or ROCs on their behalf and to provide any data or other information relating to such ERT or ROC to Administrator (except to the extent that Account Holder may be deemed to hold or share with the applicable Indirect Owners any legal title to or Beneficial Ownership Rights in such ERT or ROC);

(iii) Account Holder complies with all applicable laws, regulations or other legally enforceable requirements, including without limitation applicable provisions of the USA PATRIOT Act and the regulations of the Office of Foreign Assets Control of the U.S. Department of the Treasury;

(iv) Account Holder maintains a customer identification program that contains reasonable procedures to verify the identity of any individual or organization on whose behalf Account Holder is holding ERTs or ROCs and maintains records of the information used to verify such identity, which records will be made available to Administrator upon request; and

(v) Account Holder complies with the requirements of Section 6(b) in connection with any retirement of ERTs or ROCs it holds on behalf of one or more Indirect Owners.

(d) Account Holder acknowledges that neither the Registry nor Administrator (or its third party providers) shall have any liability in connection with any misrepresentation by Account Holder or another Registry Participant relating to the ownership of any ERT or ROC in any Account or sub-account held by Account Holder (including without limitation the identity of the person(s) holding any legal title thereto or Beneficial Ownership Rights therein).

7. Representations and Warranties. Throughout the term of these Terms of Use, including without limitation upon each creation, transfer, retirement or cancellation of an ERT or ROC by Account Holder, Account Holder represents and warrants to Administrator as follows:

(a) If other than a natural person, Account Holder is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation;

(b) Account Holder has all corporate and other authority and all regulatory and other consents, approvals and authorizations necessary for it to legally (i) enter into and perform its obligations under these Terms of Use and the Operative Documents and (ii) engage in all of its activity (including the creation, receipt and transfer of ERTs or ROCs) on or relating to the Registry;

(c) The signatory of these Terms of Use has the authority to execute these Terms of Use on behalf of Account Holder, and these Terms of Use are binding on and enforceable against Account Holder in accordance with their terms;

(d) Account Holder will only use the Registry for creating, transferring, retiring and/or canceling ERTs or ROCs that are attributable to the GHG reduction projects included in the Registry and specifically acknowledges that it shall not use any other database for the same purpose at the same time as such GHG reduction projects are registered in the Registry;

(e) Account Holder has not registered and will not register any GHG reduction simultaneously both in the Registry and in any other system that tracks the emissions, emission reductions, emission offsets, or other environmental attributes related to emission reduction projects nor will any transaction of the same emissions, emission reductions, emission offsets, or other environmental attributes related to emission reduction projects be conducted outside of the Registry, other than in another ACR approved registry or upon cancellation of ERTs or ROCs for issuance of ARBOCs by ARB;

(f) Account Holder commits not to claim ERTs or ROCs which have already been or are expected to be registered with another compliance or voluntary emissions reduction program except as allowed for Early Action offset credits and Registry Offset Credits to be converted to ARBOCs by ARB;

(g) Account Holder meets all of the requirements for participation in the Registry, as set forth in the Operative Documents;

(h) Neither Account Holder nor any Indirect Owner, if any, has retired, sold, claimed, represented elsewhere or used, nor will it retire, sell, claim or represent elsewhere or use to satisfy obligations in any jurisdiction outside of the Registry, any of the GHG reductions by the project associated with Account Holder's ERTs or ROCs without reporting such disposition within the Registry;

(i) Collectively, Account Holder and the Indirect Owners, if any, having a Beneficial Ownership Right in the ERTs or ROCs held in one of Account Holder's Accounts or Sub-Accounts have legal title and all Beneficial Ownership Rights with respect to the ERTs or ROCs issued or to be issued to Account Holder and/or held in Account Holder's Accounts or Sub-accounts and the GHG reductions for which Account Holder is seeking credit, and no other person or entity can claim the right to the ERTs or ROCs or to the GHG reductions for which Account Holder is seeking credit;

(j) Account Holder has been authorized to act on behalf of the Indirect Owners, if any, having a Beneficial Ownership Right in the ERTs or ROCs held in Account Holder's Accounts or Sub-accounts;

(k) Account Holder has acted in compliance with any regulatory system or other requirements underlying the GHG reductions for which Account Holder is seeking credit;

(l) All data and other information being provided to ACR, Administrator and the Registry by Account Holder and/or its Representatives are owned legally and beneficially by Account Holder, are derived from public third party sources or, with respect to ERTs or ROCs held by Account Holder on behalf of an Indirect Owner, by a person or entity on whose behalf Account Holder has been authorized to act, and all such data and other information are true, correct and complete in all material respects.

8. Fees. Account Holder agrees to pay all fees (collectively referred to herein as the "Fees") that Administrator may charge for use of the Registry from time-to-time. The Fees are included in the Registry Fee Schedule (the "Fee Schedule") posted on the Registry Site by Administrator. Account Holder acknowledges that it has received and reviewed the Fee Schedule. Administrator may, upon forty-five (45) days' notice to Account Holder and in its sole discretion, increase or decrease any or all of the Fees at any time. In no event shall any portion of the Fees be prorated or refunded to Account Holder upon termination of the Terms of Use or of any Account or Sub-account.

9. Payments and Taxes. Invoices for Fees will be posted on a secure page on the Registry Site and/or emailed to the billing contact for the account. Account Holder shall pay any Fees charged hereunder by check or wire transfer of immediately available funds in United States dollars on the date and to the account identified by Administrator from time-to-time on the invoice, or if no date is indicated, no later than thirty (30) days from the date of the invoice (the "Due Date"), without offset or reduction of any kind. Credits will not be activated or canceled until applicable fees have been paid. The Fees shall be non-refundable. Account holders and/or other legal owners of credits (including Offset Project Operators (OPOs) and/or Authorized Project Designees (APDs) of

projects receiving Registry Offset Credits (ROCs) and Early Action Offset Credits (EAOCs) from projects developed under an ARB approved offset protocol or early action quantification methodology and issued by ACR agree to assume the legal obligation to pay the credit activation and cancellation fees upon ACR's issuance of the credits. The payment is not due until invoiced, which will be no later than 120 days after credit issuance unless otherwise agreed by the parties in writing. Account Holder will pay all wire transfer fees and all sales, use, value added taxes, and other consumption taxes, personal property taxes and other taxes and charges imposed by any governmental entity (other than those based on Administrator's net income) (collectively, "Taxes") related to the use of the Registry unless Account Holder furnishes satisfactory proof of exemption. Taxes, if any, are not included in the Fees and, to the extent that Administrator is required to pay those Taxes, those Taxes will be added to Account Holder's invoices. If not so added, such Taxes are the exclusive responsibility of Account Holder.

10. Late Payments. If Account Holder fails to pay any Fees, Taxes or other amounts or charges which Account Holder is obligated to pay under the Operative Documents or these Terms of Use by the Due Date, then Account Holder shall be responsible to pay interest thereon accruing at a rate of 1½ % per month, or the highest rate permitted by Applicable Law, whichever is lower, together with any additional costs or expenses incurred by Administrator in connection with the collection of such overdue amounts. Acceptance of any interest, cost or expenses shall not constitute a waiver by Administrator of Account Holder's default with respect to such late payment, nor prevent Administrator from exercising any other rights or remedies available to Administrator under the Operative Documents, these Terms of Use or any Applicable Law.

11. Default; Remedies.

(a) **Default.** The occurrence of any of the following shall be considered a "Default":

(i) Account Holder fails to pay any of the Fees, Taxes or other charges due in accordance with the procedures set forth in Sections 8 and 9 above within five (5) days of their Due Date.

(ii) Account Holder or its Representatives alter, tamper with, damage or destroy (1) the Registry or any portion thereof, or (2) the data of other Registry Participants.

(iii) Account Holder uses the Registry in any manner that, directly or indirectly, violates any Applicable Law.

(iv) All or substantially all of Account Holder's assets are attached or levied under execution (and Account Holder does not discharge the same within sixty (60) days thereafter); a petition in bankruptcy, insolvency, for reorganization or a similar arrangement is filed by or against Account Holder (and Account Holder fails to secure a stay or discharge thereof within sixty (60) days thereafter); Account Holder is insolvent

and unable to pay its debts as they become due; Account Holder makes a general assignment for the benefit of creditors; Account Holder takes the benefit of any insolvency action or law; the appointment of a receiver or trustee in bankruptcy for Account Holder or its assets if such receivership has not been vacated or set aside within thirty (30) days thereafter; or, dissolution or other failure to exist of Account Holder if Account Holder is an entity.

(v) Account Holder falsifies or misrepresents any data or other information input into the Registry by Account Holder.

(vi) Account Holder makes any false or inaccurate representations in these Terms of Use.

(vii) Account Holder violates its confidentiality obligations set forth in Section 14.

(viii) Account Holder receives written notice of a violation of the performance of any particular material term or condition of the Operative Documents or these Terms of Use three (3) or more times during any twelve (12) month period, regardless of whether such violations are ultimately cured, which conduct shall represent a separate Default.

(ix) Account Holder fails to perform any other duty or obligation under these Terms of Use or the Operative Documents, which default is not cured to the satisfaction of Administrator in its sole discretion within five (5) days after notice is given to Account Holder specifying such default.

(b) **Remedies.** Upon the occurrence of any Default, Administrator shall have the following rights and remedies, in addition to those stated elsewhere in the Operative Documents and these Terms of Use and those allowed by Applicable Law or in equity, any one or more of which may be exercised without further notice to Account Holder:

(i) Account Holder acknowledges that money damages would not adequately compensate Administrator in the event of a breach by Account Holder of its obligations hereunder and that injunctive relief may be essential for Administrator to adequately protect itself hereunder. Accordingly, Account Holder agrees that, in addition to any other remedies available to Administrator at law or in equity, including but not limited to any monetary damages, Administrator shall be entitled to seek injunctive relief in the event Account Holder is in breach of any covenant or agreement contained herein.

(ii) Upon termination of the use of the Registry, Account Holder shall be obligated to pay to Administrator all monies due to it, which in the case of a termination as a result of a Default shall include attorneys' fees incurred to enforce Administrator's rights under the Operative Documents and these Terms of Use, and which in any event shall include any interest and costs and expenses due hereunder.

(iii) Account Holder acknowledges that Administrator may notify purchasers of any erroneous ERTs, suspend Account Holder's Account, levy an administrative fine or prohibit Account Holder's participation in the Registry.

(c) **Nonwaiver of Defaults.** The failure or delay of Administrator in exercising any of its rights or remedies or other provisions of the Operative Documents or these Terms of Use shall not constitute a waiver thereof or affect Administrator's right thereafter to exercise or enforce such right or remedy or other provision. No waiver of any Default shall be deemed to be a waiver of any other Default. Administrator's receipt of less than the full amount of Fees, Taxes, Reinstatement Fees or other amounts due shall not be construed to be other than a payment on account then due, nor shall any statement on Account Holder's check or any letter accompanying Account Holder's check be deemed an accord and satisfaction.

12. Term and Termination.

(a) **Term.** These Terms of Use become operative on the date on which Account Holder indicates on the Registry Site that Account Holder agrees with and accepts the Terms of Use and shall continue in effect until Administrator or Account Holder terminates access to the Registry pursuant to subsections (b), (c) or (d) below.

(b) Termination by Administrator.

(i) Prior to accepting your registration to become an Account Holder, Administrator may in its sole discretion reject your registration and terminate your access to the Registry immediately.

(ii) Administrator may terminate Account Holder's access to the Registry immediately in the event of any Default as set forth in Sections 11(a)(i) through 11(a)(viii).

(iii) Administrator may terminate Account Holder's access to the Registry upon giving five (5) days notice to Account Holder in the event of any other Default.

(iv) Administrator may terminate Account Holder's access to the Registry, for any reason, upon giving thirty (30) days notice to Account Holder.

(c) **Termination by Account Holder.** Account Holder may terminate use of the Registry, for any reason, by providing at least sixty (60) days written notice to Administrator. Account Holder's obligation to pay any and all Fees due under the Operative Documents and these Terms of Use at the time of termination of use shall survive such termination of use.

(d) **Termination Required by Law.** Administrator shall terminate access to, or Account Holder shall cease use of, the Registry if required to do so by any Applicable Law, or by any order or other decision of a court of law, arbitral panel or governmental agency. At least sixty (60) days notice of said termination of access or cessation of use

of the Registry shall be given by the Party terminating the access to, or ceasing the use of, the Registry under this subsection, unless a shorter notice period is required by Applicable Law or the relevant order or decision.

(e) **Effect of Termination.** The terms of Sections 6 (Fees), 9 (Payments and Taxes), 12 (Term and Termination), 11 (Default; Remedies), 14 (Confidentiality), 16 (Limitation of Liability), 19 (Indemnification), 20 through 28 and any other provisions meant to survive termination or expiration of these Terms of Use, shall survive termination of the Terms of Use.

(f) **Reinstatement.**

(i) Upon the request of Account Holder, Administrator, in its sole discretion, may reinstate Account Holder's access to the Registry after termination for Account Holder's Default, upon Administrator's determination that Account Holder has resolved such Default and upon receipt of Account Holder's full payment of all Fees and Taxes due prior to the termination. Account Holder agrees to pay a reinstatement fee equal to the Fees which would have been due during the period in which Account Holder's Account(s) were terminated ("Reinstatement Fee"). The Reinstatement Fee shall be due prior to reinstatement of Account Holders' access to the Registry.

(ii) Administrator shall reinstate an Account Holder's access to the Registry after termination for Account Holder's Default if directed to do so as a result of the outcome of a dispute resolution proceeding under these Terms of Use. Whether payment of a Reinstatement Fee is required in such an instance shall be determined as part of such dispute resolution proceeding.

13. Intellectual Property. The ACR name and brand, the Registry, and any and all content of the Registry, are protected by copyright and/or other intellectual property laws and any unauthorized use of such intellectual property or information or the Registry may violate such laws related to their protection. Except as expressly provided herein and in the Operative Documents, none of Administrator or any of its affiliates grants any express or implied right or license of any kind to Account Holder under any patents, copyrights, trademarks, or trade secret information with respect to such intellectual property and/or information and/or the Registry. Except as expressly provided by copyright law, the Operative Documents or these Terms of Use, Account Holder may not copy, distribute, modify, publish, sell, transfer, license, transmit, display, participate in the transfer or sale of, or create derivative works of, any of such intellectual property or information or the Registry, either in whole or in part, other than:

(a) reports or other data created for use by or otherwise dissemination to Account Holder (including Agents of Account Holder) under the Operating Procedures;

(b) as may be required or compelled by Applicable Law;

(c) information that it has provided to the Registry, whether or not it is Confidential Information; or

- (d) as Administrator may agree in its sole discretion.

Any authorized use of the Registry's logo and Administrator's trademarks shall be precisely as described in the Operative Documents, and Account Holder shall not alter such logo or trademarks in any respect (including without limitation changing the color scheme thereof). Account Holder acknowledges that Account Holder does not acquire any ownership rights by downloading copyrighted material.

14. Confidentiality.

(a) The Registry, including the selection, arrangement and compilation of data, may be comprised of confidential, market sensitive and trade secret information of the Account Holder and other Registry Participants. Administrator agrees (i) to use and maintain information provided by Account Holder in accordance with the Registry's Privacy Policy and (ii) not to knowingly use or disclose Confidential Information (as defined below) provided by Account Holder except as authorized by Account Holder or these Terms of Use. Account Holder agrees not to use or disclose the information contained in the Registry, including any other Registry Participant's Confidential Information, except as authorized by the Operative Documents and these Terms of Use. The obligations of confidentiality in these Terms of Use shall survive its termination without limitation in duration for so long as information continues to meet the definition of Confidential Information

(b) As used in these Terms of Use, the following information is deemed "Confidential Information":

(i) If a project is "Private", all project information including documentation (until the voluntary project is made public or ERTs are issued in connection with the project, whichever is sooner, at which time, per ACR rules, all project information ceases to be Confidential Information). For California projects, only information as required in the regulation will be made public;

(ii) Total number of ERTs in an Account Holder's Accounts and Sub-accounts (other than Sub-accounts made public);

(iii) The amount and timing of specific ERT transfers from or to Account Holder Accounts and transfers among Account Holder's Sub-accounts; and

(iv) Those portions of communications between Account Holder and Administrator regarding the Registry that contain any of the aforementioned information that would be treated as Confidential Information.

Provided, however, that Confidential Information does not include information which can be established by written documentation: (i) to have been publicly known prior to disclosure of such information by the disclosing Party (the "Disclosing Party") to the receiving Party (the "Receiving Party"); (ii) to have become publicly known, without fault on the part of the Receiving Party, subsequent to disclosure of such information by the Disclosing Party to the Receiving Party; (iii) to have been received by the Receiving

Party at any time from a source, other than the Disclosing Party, rightfully having possession of and the right to publicly disclose such information; (iv) to have been independently developed by employees or agents of the Receiving Party without access to or use of such information disclosed by the Disclosing Party to the Receiving Party; (v) to be common technical information or know-how readily available in literature; (vi) to be required to be disclosed by Applicable Law, including but not limited to information that must be provided to any governmental entity to confirm compliance with any statute or regulation, administrative proceeding, administrative or court order or discovery, provided that both Parties take such reasonable actions as necessary to ensure that such information is disclosed in as limited a manner possible; (vii) to be already within the knowledge of the Receiving Party at the time of disclosure, which information is not subject to a confidentiality agreement; and (viii) to be information Administrator is otherwise permitted to disclose under the Operating Procedures.

(c) Confidential Information is the sole and exclusive property of the Registry Participant who provided the information to the Registry or on whose behalf the information was provided, and shall not be used by Account Holder for any purpose other than the purposes set forth in the Operative Documents and these Terms of Use.

(d) Confidential Information may be aggregated with other information in the Registry and included in public reports as described more fully in the Operating Procedures, so long as it is sufficiently aggregated such that a third-party reviewer could not determine the portion of such aggregated information that is Confidential Information of a particular Account Holder.

(e) If Account Holder obtains access to data in the Registry that: (i) is not data provided or owned by Account Holder; (ii) is not part of a publicly available Registry report; and (iii) Account Holder is not otherwise authorized to use, then, regardless of whether such data is otherwise considered Confidential Information under these Terms of Use, Account Holder shall:

(i) immediately notify Administrator that Account Holder has obtained such access; and

(ii) not disclose, disseminate, copy, or use any such information.

(f) Except as specifically set forth in this Section 14, Administrator shall have no obligation to protect or maintain the confidentiality of any information provided by Account Holder to Administrator or to the Registry, and Account Holder expressly consents to the disclosure of any such information that is not Confidential Information hereunder.

15. Disclaimer of Warranty.

(a) The data contained in the Registry has been gathered by Administrator from sources believed by it to be reliable, including but not limited to Verifiers, Project Proponents, and Account Holder and Account Holder's Representatives. However, Administrator does not warrant that the information in the Registry is correct, complete,

current or accurate, nor does Administrator warrant that the Software will be error free or bug free. Administrator has no obligation to audit, validate or otherwise verify any information contained in the Registry.

(b) THE REGISTRY IS PROVIDED "AS IS," AND ADMINISTRATOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THESE TERMS OF USE, THE OPERATIVE DOCUMENTS OR THE ADEQUACY OR PERFORMANCE OF THE REGISTRY, AND ADMINISTRATOR HEREBY DISCLAIMS TO THE EXTENT PERMITTED BY LAW ANY SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE OR FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES ARISING FROM ANY COURSE OF DEALING, USAGE OR TRADE PRACTICE. ADMINISTRATOR DOES NOT WARRANT THAT THE SERVICES PROVIDED HEREUNDER SHALL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT THE PROVISION OF SUCH SERVICES SHALL ALWAYS BE EXECUTED WITHOUT ERRORS OR OMISSIONS.

(c) Administrator shall not be responsible for the acts or omissions of any Account Holder or any other party who inputs data into the Registry or from whom data is obtained for inclusion on the Registry.

(d) Account Holder is solely responsible for the protection, security and management of usage and security of its computer network. Administrator shall not compensate Account Holder for damages incurred due to violations of the security of Account Holder's computer network, nor shall Account Holder make deductions or set offs of any kind for Fees resulting therefrom.

16. Limitation of Liability. ACCOUNT HOLDER ASSUMES FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM ITS USE OF THE REGISTRY AND THE REGISTRY SITE. ADMINISTRATOR'S AND APX'S SOLE LIABILITY FOR THE REGISTRY, SERVICE DISRUPTION, PERFORMANCE OR NONPERFORMANCE BY ADMINISTRATOR OR IN ANY WAY RELATED TO THESE TERMS OF USE, REGARDLESS OF WHETHER THE CLAIM FOR DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, IS LIMITED, TO THE EXTENT PERMITTED BY LAW, TO AN AGGREGATE AMOUNT EQUAL TO THE GREATER OF (X) THE FEES PAID BY ACCOUNT HOLDER HEREUNDER DURING THE CALENDAR YEAR IMMEDIATELY PRECEDING THE DATE ANY SUCH CLAIM IS OR CLAIMS ARE MADE BY ACCOUNT HOLDER AND (Y) THE FEES PAID BY ACCOUNT HOLDER HEREUNDER DURING THE CALENDAR YEAR IN WHICH ANY SUCH CLAIM IS OR CLAIMS ARE MADE BY ACCOUNT HOLDER. ADMINISTRATOR AND APX SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER INDIRECT DAMAGES REGARDLESS OF CAUSE, NOR FOR ECONOMIC LOSS, LOSS OF USE, LOSS OF DATA, LOSS OF BUSINESS, PERSONAL INJURIES OR PROPERTY DAMAGES SUSTAINED BY ACCOUNT HOLDER OR ANY THIRD PARTIES, EVEN IF ADMINISTRATOR HAS BEEN ADVISED BY ACCOUNT HOLDER OR ANY THIRD

PARTY OF THE POSSIBILITY OF SUCH DAMAGES. ADMINISTRATOR DISCLAIMS ANY LIABILITY FOR ERRORS, OMISSIONS OR OTHER INACCURACIES IN ANY PART OF THE REGISTRY, OR THE REPORTS, ERTs OR ROCs OR OTHER INFORMATION COMPILED OR PRODUCED BY AND FROM OR INPUT INTO THE REGISTRY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ACCOUNT HOLDER HEREBY RELEASES AND DISCHARGES ADMINISTRATOR, ANY SUBSIDIARIES OR OTHER CORPORATE AFFILIATES THEREOF, THEIR SUCCESSORS AND ASSIGNS, AGENTS, CONTRACTORS, SERVICE PROVIDERS AND VENDORS FROM ANY AND ALL LIABILITY WITH RESPECT TO ANY DAMAGES OR INJURIES INCURRED BY ACCOUNT HOLDER AS RELATES TO THE REGISTRY.

17. Logins, Passwords and Registry IDs. Account Holder agrees to assume sole responsibility for the security of any logins, passwords and Registry IDs issued by Administrator to Account Holder and its Users for accessing the Registry. Account Holder agrees to immediately notify Administrator of any suspected unauthorized use of Account Holder's login(s), password(s), Registry ID(s) or Account or any other suspected breach of security.

18. Maintenance. Account Holder understands that any project not registered within the Registry within two years from the time such project is listed or submitted therein shall be deactivated in the Registry, unless a grace period is requested by Account Holder. Deactivation does not preclude Account Holder from registering the project with the Registry at a later date, but until such time as the project is registered, the project will no longer be viewable in the Registry.

19. Indemnification. Account Holder agrees to defend, indemnify and hold harmless each of Administrator and its subsidiaries and affiliates and each of their respective owners, directors, trustees, partners, Members, officers, employees, Representatives and Agents (each an "Indemnified Party") from and against any violations by Account Holder or its Users of any Applicable Law and against any and all claims (including third-party claims), causes of action, whether in contract, tort or any other legal theory (including strict liability), demands, damages, costs, liabilities, losses and expenses (including reasonable attorneys' fees and court costs) of any nature whatsoever ("Losses") arising out of, resulting from, attributable to or related to the use of the Registry by Account Holder or its Users, or Account Holder's or its Users' violation of any of the Operative Documents or these Terms of Use, including, but not limited to, any Losses arising out of or related to: (a) any inaccuracy, error, or delay in or omission of (i) any data, information, or service, or (ii) the transmission or delivery of any data, information, or service; (b) any interruption of any such data, information, or service (whether or not caused by such Indemnified Party); or (c) any financial, business, commercial or other judgment, decision, act or omission based upon or related to the information or the Registry. Notwithstanding the foregoing, Account Holder shall not defend, indemnify or hold harmless an Indemnified Party from and against any Losses to the extent that the Losses are caused by the conduct of such Indemnified Party that a court of law or arbitral panel has determined amounted to gross negligence or willful misconduct.

20. No Assignment, Transfer or Encumbrance by Account Holder. Neither any Operative Document nor these Terms of Use nor any rights hereunder or thereunder may be assigned, sublicensed, encumbered, pledged, mortgaged or otherwise transferred by Account Holder, in whole or in part, whether voluntary or by operation of law, without the express prior written consent of Administrator, which consent shall not be unreasonably withheld, conditioned or delayed.

21. Relationship of Parties. Each Party is an independent contractor under these Terms of Use. No Party has the authority to execute documents that purport to bind the others, and nothing in these Terms of Use will be construed to constitute a joint venture, fiduciary relationship, partnership or other joint undertaking.

22. No Third Party Beneficiaries. These Terms of Use and the Operative Documents are for the sole and exclusive benefit of Account Holder and Administrator and each of their successors and permitted assigns, and except as set forth in Sections 16 and 19 or otherwise specifically provided herein, no third party, including without limitation any third party having Beneficial Ownership Rights in an ERT or ROC, will have any rights under these Terms of Use or the other Operative Documents whatsoever.

23. Force Majeure. No Party shall be deemed to have breached any provision of these Terms of Use as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, terrorism, energy crises, fires, floods, strikes or other labor disturbances, riots, embargoes, transportation contingencies, fuel shortages, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are beyond the claiming Party's reasonable control and which, by the exercise of due diligence, the claiming Party is unable to overcome or avoid or cause to be avoided; provided, however, that no such occurrences shall excuse Account Holder's obligation to pay amounts due hereunder by the applicable Due Date.

24. Severability. If any part of these Terms of Use is held to be unenforceable or illegal by a court, arbitral panel or governmental administrative agency, such holding shall not affect the validity of the other parts of the Terms of Use, which shall at all times remain in full force and effect.

25. Waiver. The waiver of a breach or the failure to require at any time performance of any provision of these Terms of Use will not operate or be interpreted as a waiver of any other or subsequent breach nor in any way affect the ability of any Party to enforce each and every such provision thereafter. The express waiver by any Party of any provision, condition or requirement of these Terms of Use shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

26. Notices. All notices permitted or required under these Terms of Use shall be in writing and shall be delivered in person, by email, facsimile, or first class, registered or

certified mail, postage prepaid, or by overnight courier service to the following addresses or such other address as either Party may specify in writing:

If to Administrator:

American Carbon Registry
2121 Crystal Drive, Suite 500
Arlington VA 22202
United States of America
Attn: ACR Administrator
Facsimile: 703-302-6512
Email: acr@winrock.org

With a copy to:

APX
224 Airport Parkway, Suite 600
San Jose, CA 95110
United States of America
Attn: Contract Administration
Facsimile: +1 (408) 517-2985
Email: contractadministration@apx.com

If to Account Holder:

To the address provided at the time of registration, as updated by Account Holder from time-to-time.

Service shall be effective on the earlier of actual receipt or the second business day after the day of mailing via first class mail. For service of notice via facsimile, it shall be deemed received on the day said notice was sent to the other Party. For service of notice via email, it shall be deemed received when acknowledgement of its receipt has been given by the Party due to receive the notice.

27. Governing Law and Dispute Resolution.

(a) These Terms of Use shall be governed exclusively by the laws of the State of Virginia without regard to its rules on conflicts of laws.

(b) The Parties shall first attempt in good faith to settle any controversy or claim arising out of or relating to these Terms of Use, or the breach thereof, or any other claim or controversy between the Parties arising out of the Registry (any such claim, a "Dispute"), by mediation administered by the American Arbitration Association ("AAA") under its Commercial Mediation Procedures then in effect. At least thirty (30) days prior to initiating such mediation, the Party seeking to mediate ("Demanding Party") shall give the other Party written notice describing the claim and the amount as to which it intends

to initiate the action, as well as providing all supporting documentation available to the Demanding Party.

(c) Any Dispute that has not been resolved by mediation as provided herein within forty-five (45) days after initiation of the mediation procedure shall be finally resolved by arbitration administered by the AAA under its Commercial Arbitration Rules and Supplementary Procedures for Online Arbitration then in effect. The arbitrator(s) will have no authority to award punitive damages nor any other damages not measured by a prevailing Party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of these Terms of Use. Neither any Party nor the arbitrator(s) may disclose the existence or results of any arbitration hereunder without the prior written consent of all Parties.

(d) Each Party shall be responsible for the payment of all of its costs associated with the resolution of said dispute whether in arbitration or before a court of law, including but not limited to any filing fees, arbitrator fees, its attorneys' fees and other costs incurred in such proceeding, provided that if a dispute is initiated in bad faith, as determined by the arbitrator, the Party initiating the dispute shall be responsible for all of the other Party's defense costs, and provided further that Administrator shall be entitled to payment of its costs and expenses, including without limitation attorneys' fees to the extent set forth in Sections 11(b)(ii) and 19.

(e) The Parties agree that neither may bring a claim nor assert a cause of action against the other, in any forum or manner, more than one (1) year after the cause of action accrued, except where the Party could not have reasonably discovered the wrong giving rise to the claim within one (1) year.

28. Entire Agreement. The Operative Documents, including without limitation the General Terms of Use and these Terms of Use, including any and all exhibits attached thereto and hereto, represent the entire agreement of the Parties with respect to the subject matter thereof and hereof and supersede any conflicting terms in any other prior or contemporaneous oral or written agreements and any and all other communication.

APPENDIX A

DEFINED TERMS

"Account Holder" has the meaning set forth in Section 1.

"Administrator" has the meaning set forth in the preamble.

Air Resources Board (ARB)

"Agent" has the meaning set forth in Section 4(a).

"Applicable Law" means any applicable local, state, national, or international law, statute, regulations, ordinance or other means of establishing legal rights and obligations.

"ARB Offset Credit" or "ARBOC" means a tradable compliance instrument issued by ARB that represents a GHG reduction or GHG removal enhancement of one metric ton of CO₂e. The GHG reduction or GHG removal enhancement must be real, additional, quantifiable, permanent, verifiable, and enforceable.

"Authorized Project Designee" means an entity authorized by an Offset Project Operator to act on behalf of the Offset Project Operator for development of an ARB eligible offset project.

"Bank" means any of the following:

- (i) any banking institution chartered by the Office of the Comptroller of the Currency;
- (ii) any banking institution organized under the laws of any State, territory, or the District of Columbia, the business of which is substantially confined to banking and is supervised by the State or territorial banking commission or similar official; or
- (iii) any savings and loan association, building and loan association, cooperative bank, homestead association, or similar institution, which is supervised and examined by State or federal authority having supervision over any such institution.

"Beneficial Ownership Rights" with respect to any ERT (as defined below), means any contractual or other right to direct or control the sale or other disposition of, or the retirement of, such ERT.

"Compliance Offset Protocol" means an offset protocol adopted by the ARB.

"Confidential Information" has the meaning set forth in Section 14(b).

"Declaration" has the meaning set forth in Section 4(b).

"Default" has the meaning set forth in Section 11(a).

"Due Date" has the meaning set forth in Section 9.

"Early Action Offset Credit" means a tradable credit issued by an ARB-approved Early Action Offset Program that represents a GHG reduction or GHG removal enhancement equivalent to one metric ton of CO₂e and meets the requirements of section 95990(c) of the Cap-and-Trade regulation.

"Early Action Offset Program" means a program approved by ARB to issue Early Action Offset Credits.

"Early Action Offset Project" means an offset project that is registered with an Early Action Offset Program and has been issued early action offset credits.

"Emission Reduction Ton, Emissions Reduction Tonne TM or "ERT" is ACR's unit of exchange for tradeable, project-based verified emission reductions (VERs). The ACR issues one ERT for each metric ton of CO₂-e emission reduction or removal verified against an ACR Standard and applicable GHG quantification methodology.

"Fees" and "Fes Schedule" have the meanings set forth in Section 8.

"General Terms of Use" means the American Carbon Registry General Terms of Use, located at the Registry Site, as updated from time-to-time.

"Greenhouse Gas" or "GHG" means carbon dioxide (CO₂), methane (CH₄), nitrogen trifluoride (NF₃), nitrous oxide (N₂O), sulfur hexafluoride (SF₆), hydrofluorocarbons (HFCs), perfluorocarbons (PFCs), and other fluorinated greenhouse gases.

"Greenhouse Gas Emission Reduction" or "GHG Emission Reduction" or "Greenhouse Gas Reduction" or "GHG Reduction" means a calculated decrease in GHG emissions relative to a project baseline over a specified period of time.

"Indirect Owners" has the meaning set forth in Section 6(b)(ii).

"Issue" or "Issuance" means the creation of serialized offsets as verified emissions reductions or registry offset credits equivalent to the number of verified GHG reductions or GHG removal enhancements for an offset project over a specified period of time. Issued offsets are delivered in the offset project account for transfer, retirement or cancelation.

"Offset Project" means all equipment, materials, items, or actions that are directly related to or have an impact upon GHG reductions, project emissions, or GHG removal enhancements within the offset project boundary.

"Offset Project Boundary" means all GHG emission sources, GHG sinks or GHG reservoirs that are affected by an offset project and under control of the Offset Project Operator or Authorized Project Designee. GHG emissions sources, GHG sinks or GHG reservoirs not under control of the Offset Project Operator or Authorized Project Designee are not included in the offset project boundary.

"Offset Project Operator" means the entity(ies) with legal authority to implement the offset project.

"Offset Project Registry" means an entity approved by ARB to list offset projects, collect Offset Project Data Reports, facilitate verification of Offset Project Data Reports, and issue registry offset credits for offset projects being implemented using a Compliance Offset Protocol.

"Offset Protocol" means an ARB approved set of procedures and requirements to quantify ongoing GHG reductions or GHG removal enhancements achieved by an offset project and calculate the project baseline. Offset protocols specify relevant data collection and monitoring procedures, emission factors, and conservatively account for uncertainty and activity-shifting and market-shifting leakage risks associated with a compliance offset project.

"Offset Verification" means a systematic, independent, and documented process for evaluation of an Offset Project Operator's or Authorized Project Designee's Offset Project Data Report against ARB's Compliance Offset Protocols and this article for calculating and reporting project baseline emissions, project emissions, GHG reductions, and GHG removal enhancements.

"Operative Documents" has the meaning set forth in Section 1.

"Party" and "Parties" have the meaning set forth in Section 1.

"Privacy Policy" shall mean the ACR Privacy Policy, as set forth on the Registry Site and amended from time-to-time.

"Registry" has the meaning set forth in the preamble.

"Registry Offset Credit" or "ROC" means a credit issued by an Offset Project Registry for a GHG reduction or GHG removal enhancement of one metric ton of CO₂e. The GHG reduction or GHG removal enhancement must be real, additional, quantifiable, permanent, verifiable, and enforceable and may only be issued for offset projects using Compliance Offset Protocols. ARB may determine that a registry offset credit may be canceled from the Offset Project Registry system and issued as an ARB offset credit.

"Registry Participant" has the meaning set forth in Section 5(a)

"Registry Site" has the meaning set forth in the preamble.

"Regulated Person" means any of the following:

- (i) Any Bank;
- (ii) Any broker or dealer that (A) is registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended; and (B) is a member of all requisite self-regulatory organizations;
- (iii) Any member of the National Futures Association that is registered under the Commodity Exchange Act, as amended, as a futures commission merchant, introducing broker, commodity pool operator, commodity trading advisor or floor broker;
- (iv) (A) any investment company registered under the Investment Company Act of 1940, as amended; (B) any investment adviser registered under the Investment Advisers Act of 1940, as amended; or (C) any fund that has assets under management with an aggregate market value of no less than \$100 million and that is advised or managed by an investment adviser registered under the Investment Advisers Act of 1940, as amended;
- (v) Any "business development company" as defined in (A) Section 2(a)(13) of the Investment Company Act of 1940, as amended, or (B) Section 202(a)(22) of the Investment Advisers Act of 1940, as amended;
- (vi) (A) any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees; (B) any employee benefit plan within the meaning of title I of the Employee Retirement Income Security Act of 1974, as amended; or (C) any trust fund whose trustee is a Bank and whose participants are exclusively plans of the types identified in the above clause (A) or (B), except trust funds that include as participants individual retirement accounts or H.R. 10 plans;
- (vii) any seller that has been granted authorization to engage in sales for resale of electric energy, capacity or ancillary services from the Federal Energy Regulatory Commission pursuant to Section 205 of the Federal Power Act, as amended, and the requirements of 18 C.F.R. § 35; or
- (viii) any person who demonstrates to the satisfaction of the Administrator that it qualifies as the equivalent of one or more of the foregoing types of entities under the laws of the jurisdiction(s) to which it is subject.

"Reinstatement Fee" has the meaning set forth in Section 12(f)(i).

"Representatives" has the meaning set forth in Section 4(a)

"Software" means any software used in providing, accessing (other than commercially available third party internet browsers) or using the Registry.

"Taxes" has the meaning set forth in Section 9.

"Users" has the meaning set forth in Section 4(a)

"Verifier" means a validator or verifier approved pursuant to the American Carbon Registry Standards or other accepted verification approval processes or programs, including ARB approved verifiers and verification bodies



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

June 24, 2015

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: **AUTHORIZE CONTRACT AMENDMENT – CSO MONITORS**

DISCUSSION/ANALYSIS

The City of Astoria's Combined Sewer Overflow (CSO) Control Program will continue to control overflows to Youngs Bay and the Columbia River through a series of projects over the next 13 years, as required by the Oregon Department of Environmental Quality (DEQ). CSO work to date has controlled overflows at 24 of the City's 38 combined sewer outfalls. Construction of the 16th St CSO Separation Project is currently underway and will control an additional 5 outfalls for a total of 29 controlled outfalls expected by the end of the year.

The City is required by the DEQ to monitor outfalls that have been controlled as a result of CSO projects in order to demonstrate compliance with mandated control requirements. The demonstration of compliance is accomplished through instrumented monitoring of when discharges to outfalls occur and relating any overflows that are observed with corresponding rainfall data. Any overflows that are shown by the data must be explained and justified to the DEQ. If the monitoring instruments continually report inaccurate data or anomalies, the City could potentially be subject to fines and penalties.

In March, Council authorized the award of the CSO Monitors Project to ADS Environmental Services. At that time, a phased approach to procurement and installation of the equipment was recommended and approved. The first phase was completed in May with monitors and sensors installed at 28 sites for a total price of \$199,437.32. The current contract amendment, in the amount of \$96,142.32, represents the second phase of work necessary to procure and install monitors in the remaining 12 diversion structures, 1 flow meter and 3 wireless rain gauges.

The complete scope, including both phases of the project, will include 40 new monitors (one less than originally scoped) for the City's CSO diversion structures, 2 spare monitors, 2 flow meters and 3 wireless rain gauge modules. Total cost for this project was originally estimated to be \$329,408; however, the project is now expected to cost \$295,579.63. Reduction in the project cost is mainly due to utilization of down-looking ultrasonic sensors instead of pressure sensors that have been installed at most of the sites for a reduced cost of about \$800 per sensor. The City was also able to reduce the total number of monitored sites from 41 to 40 due to eliminating overflow potential.

Funds are available in the Public Works Improvement Fund for the second phase of this project.

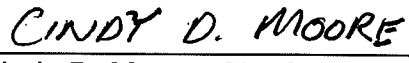

RECOMMENDATION

It is recommended that Council execute a contract amendment with ADS Environmental Services for a total not to exceed amount of \$96,142.32 for procurement and installation of Phase 2 of the CSO Monitors Project.

Submitted By


Ken P. Cook, Public Works Director

Prepared By:

 
Cindy D. Moore, City Support Engineer



**CONTRACT AMENDMENT
BETWEEN
THE CITY OF ASTORIA AND ADS ENVIRONMENTAL SERVICES
FOR
CSO MONITORING UPGRADE PROJECT**

The AGREEMENT dated March 16, 2015, by and between THE CITY OF ASTORIA, hereinafter called "THE CITY" and ADS Environmental Services, hereinafter called "CONSULTANT", is hereby amended as follows:

Amend Scope of Services of the AGREEMENT for additional goods and services (see Attachment A).

Amend Compensation of the AGREEMENT to increase contract amount by \$96,142.32.

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

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

CONSULTANT:
ADS Environmental Services

BY: _____
Arline LaMear Date
Mayor

BY: _____
Consultant Date

BY: _____
Brett Estes Date
City Manager

CSO Monitoring Upgrade Project
Attachment A: Price List

Submitted By:
ADS LLC.

Item No	Item Description	Unit	Unit Price	Phase 1. Fiscal Year 2014/2015		Phase 2. Fiscal Year 2015/2016	
				Qty.	Total	Qty.	Total
1	Kick-off Meeting, Site Assessments, and Detailed Drawings at 38 CSO Locations (Two demo sites - CSO_020 and _022 invoiced and paid)	LS	\$ 19,422.63	1	\$ 19,422.63		\$ -
2a	ADS Turn Key Installation Services (Two demo sites - CSO_020 and _022 invoiced and paid)	EA	\$ 1,000.00	26	\$ 26,000.00	12	\$ 12,000.00
2b	Triton+ Wireless AT&T A/V Flow Meter With Hanger, Mounting Bracket and Antenna (includes equipment from demo installations)	EA	\$ 4,464.00	28	\$ 124,992.00	12	\$ 53,568.00
2c	Surface Velocity Sensor, Downlooking Ultrasonic and Pressure Sensor.	EA	\$ 1,983.00	0	\$ -	0	\$ -
2d	CS5 Dowlooking Ultrasonic Level Only Sensor (Final number might change during phase 2 installations)	EA	\$ 1,162.00	28	\$ 32,536.00	12	\$ 13,944.00
2e	CS4 Peak Combo A/V Sensor (Final total number might change during phase 2 installations)	EA	\$ 1,499.00	3	\$ 4,497.00	5	\$ 7,495.00
3	Long-term depth monitoring equipment (not installed): ADS Triton+ with CS5 Sensor (2d)	EA	\$ 5,626.00	2	\$ 11,252.00	0	\$ -
4	Rain Gauges: ADS TB 6 Tipping Buckets, Wireless Datalogger and Installation	EA	\$ 4,016.00	0	\$ -	3	\$ 12,048.00
5	Flow Meters: ADS Triton+ Wireless Monitor with CS4 A/V Sensor	EA	\$ 6,139.00	1	\$ 6,139.00	1	\$ 6,139.00
6	Software (2 Copies of Profile)	LS	\$ 2,070.00	1	\$ 2,070.00	0	\$ -
7	Operation & Maintenance Manuals	LS	\$ 75.00	1	\$ 75.00	0	\$ -
8	Credit for existing monitors	EA	\$ (1,000.00)	31	\$ (31,000.00)	13	\$ (13,000.00)
9	Phase 2 Field Crew Mobilization	LS	\$ -	0	\$ -	1	\$ 2,500.00
10	Shipping	LS	\$ 4,902.00	1	\$ 3,453.68	1	\$ 1,448.32
Phase Total Cost:				\$	199,437.32	\$	96,142.32

Estimated Project Cost: Phase 1 + Phase 2 = \$ 295,579.63

Item No	As Needed - ADS Hourly Rate Schedule	Unit	Unit Price
11	ADS Data Analyst	HR	\$ 140.00
12	*Field Supervisor	HR	\$ 211.00
13	*Field Crew / 8 Hour Minimum	HR	\$ 382.00
14	Sr. Engineer	HR	\$ 270.00
15	** 8 Hour On-Site ADS Field Crew Service Call	LS	\$ 4,997.00

* Field Supervisor and Field Crew hourly rate starts at the time of leaving our Seattle office and ends once they arrive back at our Seattle office.

** Includes all travel time and expenses mobilizing from our Seattle office.

Notes:

- 1) Applicable prevailing wage applies to Field Crew/Field Supervisor hourly rate.
- 2) Depending upon each CSO structure configuration and hydraulics, the number and type of sensors cannot be determined at this time thus the project total dollar amount will change throughout the project. ADS will update the City staff on a regular basis the sensor configuration at each location, revised pricing, and get approval of any changes to this cost estimate.



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

June 29, 2015

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: SALARY RESOLUTION ESTABLISHING BASIC COMPENSATION PLAN COST OF LIVING WAGE ADJUSTMENTS FOR THE ASTORIA PUBLIC SAFETY ASSOCIATION, POLICE SWORN MANAGEMENT, GENERAL/PARKS GROUP, PUBLIC WORKS GROUP, AND MANAGEMENT AND CONFIDENTIAL EMPLOYEES INCLUDING STABILITY PAY MODIFICATION

COST OF LIVING ADJUSTMENT DISCUSSION/ANALYSIS

Staff positions and associated compensation are detailed in the "Resolution Establishing a Basic Compensation Plan for the Employees of the City of Astoria and Establishing Regulations for the Placement of Present Employees within the Wage and Salary Schedules Provided". Whenever there are changes in positions, whether a position is begin deleted, added or redefined; or whether a change in compensation is proposed; such changes are adopted by resolution. This proposed resolution implements the following changes effective July 1, 2015:

- Astoria Public Safety Association 1.5% cost of living wage adjustment as specified in their contract expiring June 30, 2016
- Police Sworn Management 1.5% cost of living wage adjustment
- General/Parks Employees Union 2.5% cost of living wage adjustment as specified in their contract expiring June 30, 2017
- Public Works Union 2.5% cost of living wage adjustment as specified in their contract expiring June 30, 2017
- Management and Confidential 2.5% cost of living wage adjustment and change of stability to Step E of the employee's pay range

There is no change for the IAFF (Fire) Union as they are currently negotiating their contract. Additionally, Fire Management would also change following ratification of a new contract per the agreement approved by City Council at their February 2, 2015 meeting.

STABILITY PAY LEVELS DISCUSSION/ANALYSIS

City staff becomes eligible to receive stability payments after five years of continuous service. Stability pay is based on a percentage of the employee's salary range which is based on years of service. Percentage is incremented every five years, topping out for service exceeding 20 years. Historically all staff received stability based on Step A rate of their salary range up to Range 29. Staff who had salary exceeding Range 29 rates were paid stability at Range 29/Step A and only their service rate factor would change until they reached 20 years of service.

As union contracts have been negotiated the Step used to calculate stability pay has been changed to Step E and the Range has been aligned with the current salary range of staff, without the limitation to Range 29; however, a similar stability adjustment has not been made for the Management and Confidential staff.

The limitation of Step A of current range and limitation to Range 29 provides a disparity for management and confidential staff which could potentially create unintended compression issues in the future. None of the individuals in this group are currently compensated at Step A, 85% are at Step E in their salary range and 67% exceed Range 29.

The following example illustrates stability at different Range/Steps:

<u>Range</u>	<u>Step</u>	<u>Salary</u>	<u>Stability %</u>	<u>Amount</u>
29	A	\$45,000	2%	\$ 900
	E	\$55,000	2%	\$1,100
	E	\$55,000	5%	\$2,750
30	E	\$56,000	5%	\$2,800

Example 1: If an employee has five continuous years of service and is currently at Range 29/Step E – the current stability calculation is 2% of Range 29/Step A or \$900. The proposed adjustment would calculate stability at Range 29/Step E for an amount of \$1,100. This would be an increase of \$200.

Example 2: An employee has 20 years of continuous service and is currently at Range 30/Step E – the current stability calculation is 5% of Range 29/Step A or \$2,750. The proposed adjustment would calculate stability at Range 30/Step E for an amount of \$2,800 or an increase in \$50.

Staff estimates the realignment of the Range/Step parameters would have an estimated annual impact of \$13,000 for the budget year 2015-2016. This amount was not factored into the approved budget and should have a minimal impact on each department when costs are distributed to departments.

RECOMMENDATION

It is recommended that Council adopt the Salary Resolution as presented and also adopt the similar stability calculation methodology to union contracts to minimize additional compression issues in the future.

By: 
Susan Brooks, CPA
Director of Finance & Administrative Services

RESOLUTION NO. 15-_____

A RESOLUTION ESTABLISHING A BASIC COMPENSATION PLAN FOR THE EMPLOYEES OF THE CITY OF ASTORIA AND ESTABLISHING REGULATIONS FOR THE PLACEMENT OF PRESENT EMPLOYEES WITHIN THE WAGE AND SALARY SCHEDULES PROVIDED

WHEREAS, the establishment of the principles of equal pay for equal work and compensation incentives for continued improvement in service by City employees should result in more efficient and more economical municipal government; now, therefore,

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

SECTION 1. ESTABLISHING PAY PLAN

That there is hereby established a basic compensation plan for employees of the City of Astoria who are now employed, or will in the future be employed, in any of the classifications of employment listed in Sections 4, 5, 6, and 7, which are arranged in collective bargaining units, and Sections 8 and 9, which include employees not in a bargaining unit.

SECTION 2. SALARY AND WAGE SCHEDULES

That the following salary and wage schedules shall constitute the basic compensation plan, consisting of a base or entry rate (A) and four merit steps in the corresponding range on the schedule. Stability Pay shall be part of the basic compensation plan. (See Section 3.12 of the Personnel Policies and Procedures).

SECTION 3. CLASSIFIED POSITION ALLOCATION

That the following is a computed salary schedule and position allocation. All increases above the base rate for each range are called merit steps. Step increases are merit increases and are not automatic but must be earned by the employee. (See Section 3.11 of the Personnel Policies and Procedures). Each range is identified by a number. Each step within the range is identified by a letter; A is the entry rate, with Steps B, C, D, and E. The following salary schedules are listed by employee groups:

SECTION 4. GENERAL/PARKS EMPLOYEES

The following positions and ranges comprise the General/Parks Employees Unit. See "Schedule A" for salaries.

SCHEDULE A

POSITION	RANGE
LIBRARY ASSISTANT	12
ACCOUNTING SUPPORT CLERK	14
ACCOUNTING CLERK ENGINEERING SECRETARY PERMIT TECHNICIAN	18

SCHEDULE A

POSITION	RANGE
SENIOR LIBRARY ASSISTANT	20
RECREATION COORDINATOR	23
COMPUTER ASSISTED DRAFTING (CAD) TECHNICIAN ENGINEERING TECHNICIAN FACILITY COORDINATOR GROUNDS COORDINATOR	26
SENIOR ENGINEERING TECHNICIAN	30

SECTION 5. FIRE DEPARTMENT

The following Positions and Ranges comprise the Fire Department Unit. See "Schedule B" for salaries.

SCHEDULE B

POSITION	RANGE
FIREFIGHTER*	22
DRIVER/ENGINEER*	24
FIRE LIEUTENANT*	28
DEPUTY FIRE CHIEF/TRAINING OFFICER	42
FIRE CHIEF	48

*The salary shown for these positions is for a 56-hour duty week. The conditions set forth below shall be adhered to by the Fire Department personnel:

1. Employees on the off-duty shifts shall be available for emergency service.
2. A shift must be short more than one employee before a replacement is called in. Replacements called in to duty in such a case would receive time and one-half (1/2); every effort must be made by the department to keep overtime pay to a minimum.
3. The duty cycle of the department shall be determined by the Fire Chief with the approval of the City Manager.

SECTION 6. POLICE DEPARTMENT

The following Positions and Ranges comprise the Police Department Unit. See "Schedule C" for salaries.

SCHEDULE C

POSITION	RANGE
RECORDS SPECIALIST	12
SENIOR RECORDS SPECIALIST	14
COMMUNICATIONS OPERATOR	22
POLICE OFFICER	29
COMMUNITY POLICING OFFICER (ROTATING) DETECTIVE (ROTATING ASSIGNMENT)	33
SERGEANT	36
DEPUTY CHIEF OF POLICE	42
POLICE CHIEF/ASSISTANT CITY MANAGER	48

SECTION 7. PUBLIC WORKS

The following positions and Ranges comprise the Public Works Unit. See "Schedule D" for salaries.

SCHEDULE D

POSITION	RANGE
EQUIPMENT SERVICER	14
UTILITY WORKER	18
EQUIPMENT MECHANIC I SWEEPER OPERATOR UTILITY TECHNICIAN	20
UTILITY WORKER II	22
WASTEWATER TREATMENT PLANT OPERATOR WATER QUALITY TECHNICIAN	24
EQUIPMENT MECHANIC II SENIOR BUILDING FACILITIES TECHNICIAN SENIOR UTILITY TECHNICIAN SENIOR UTILITY WORKER STORES SUPERVISOR WATER SOURCE OPERATOR	26

SCHEDULE D

POSITION	RANGE
LEAD UTILITY WORKER WASTEWATER TREATMENT PLANT SUPERVISOR WATER QUALITY SUPERVISOR	28

SECTION 8. MANAGEMENT AND CONFIDENTIAL

The following Positions and Ranges comprise the Management and Confidential Unit. See "Schedule E" for salaries.

SCHEDULE E

POSITION	RANGE
ADMINISTRATIVE ASSISTANT	18
EXECUTIVE SECRETARY	20
ADMINISTRATIVE SERVICES MANAGER FINANCIAL ANALYST PLANNER	28
FINANCE OPERATIONS SUPERVISOR	30
EQUIPMENT MAINTENANCE SUPERVISOR	32
ASSISTANT PUBLIC WORKS SUPERINTENDENT FINANCIAL REPORT MANAGER	34
AQUATIC PROGRAM MANAGER	35
PARKS MAINTENANCE SUPERVISOR	36
BUILDING OFFICIAL/CODE ENFORCEMENT OFFICER PUBLIC WORKS SUPERINTENDENT	38
EMERGENCY COMMUNICATIONS MANAGER LIBRARY DIRECTOR	40
ASSISTANT CITY ENGINEER	45
CITY ENGINEER	47
DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES PARKS AND RECREATION DIRECTOR PUBLIC WORKS DIRECTOR	49
COMMUNITY DEVELOPMENT DIRECTOR	51

SECTION 9. TEMPORARY PERSONNEL

Police Reserve: \$11.00 (Schedule F, Range 1A 9) per training session, \$11.00 per hour assigned duty. Police Reserve rate of pay for dances, festivals, and similar duties shall be 1-1/2 times Range 29A.

All drills and training sessions must be officially approved.

CONTINGENT SEASONAL WORK

The following are positions for which temporary or seasonal employees may be hired. See "Schedule F-1" and "Schedule F-2" for salaries.

SCHEDULE F-1

DEPARTMENT	JOB TITLES
LIBRARY	LIBRARY ASSISTANT
PARKS & RECREATION	LIFEGUARD SWIM INSTRUCTOR RECREATION LEADER I RECREATION LEADER II PARKS LABORER
POLICE	TEMPORARY COMMUNITY SERVICE OFFICER
DEPARTMENT	JOB TITLES
PUBLIC WORKS	PUBLIC WORKS LABORER WEEKEND WATER OPERATOR

SCHEDULE F-2

DEPARTMENT	JOB TITLES	STEP
ALL DEPARTMENTS	CLERICAL AIDE	14
FINANCE	ACCOUNTING SUPPORT CLERK PARKING CONTROL OFFICER	19 24
LIBRARY	LIBRARY PAGE I LIBRARY PAGE II LIBRARY ASSISTANT SENIOR LIBRARY ASSISTANT	14 16 19 31
PARKS & RECREATION	CASHIER HEAD CASHIER	14 16

SECTION 10. ADVANCEMENT WITHIN RANGE

As authorized in the City of Astoria's Personnel Policies and Procedures, Compensation Plan, Section 3.

SECTION 11. EXCEPTIONAL AND ADDITIONAL INCREASES

As authorized in the City of Astoria's Personnel Policies and Procedures, Compensation Plan, Section 3.

SECTION 12. STABILITY PAY

As authorized in the City of Astoria's Personnel Policies and Procedures, Compensation Plan, Section 3.12. The table below lists the stability pay for the different employee groups:

General/Parks Union Employees	Step E of pay range	Schedule A
Fire IAFF Union	Step A of pay range	Schedule B
Fire Management	Step A of pay range	Schedule B
Police Union (sworn)	Step E of pay range	Schedule C
Police Union (nonsworn)	Step A of pay range	Schedule C
Police Management	Step E of pay range	Schedule C
Public Works Union	Step E of pay range	Schedule D
Management and Confidential	Step E of pay range	Schedule E

SECTION 13. RESPONSIBILITY PAY

As authorized in the City of Astoria's Personnel Policies and Procedures, Compensation Plan, Sections 3.13.

SECTION 14. REPEAL OF RESOLUTIONS

Resolution No. 15-117 adopted by the City Council on April 20, 2015, is hereby repealed and superseded by this resolution.

SECTION 15. EFFECTIVE DATE

The provisions of this resolution shall become effective upon passage.

ADOPTED BY THE CITY COUNCIL THIS 6TH DAY OF JULY, 2015.

APPROVED BY THE MAYOR THIS 6TH DAY OF JULY, 2015.

Mayor

ATTEST:

City Manager

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

MANAGER\RES\SALARY RES 7-6-2015 CURRENT.DOC

SALARY SCHEDULES

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**GENERAL/PARKS UNION EMPLOYEES
SCHEDULE A
EFFECTIVE JULY 1, 2015**

POSITION	RANGE	STEP	MONTHLY	YEARLY	HOURLY
Library Assistant	12	A	2,513.75	30,165	14.50
		B	2,639.44	31,673	15.23
		C	2,771.41	33,257	15.99
		D	2,909.98	34,920	16.79
		E	3,055.48	36,666	17.63
Accounting Support Clerk	14	A	2,629.43	31,553	15.17
		B	2,760.90	33,131	15.93
		C	2,898.94	34,787	16.72
		D	3,043.89	36,527	17.56
		E	3,196.08	38,353	18.44
Accounting Clerk Engineering Secretary Permit Technician	18	A	2,903.50	34,842	16.75
		B	3,048.67	36,584	17.59
		C	3,201.11	38,413	18.47
		D	3,361.16	40,334	19.39
		E	3,529.22	42,351	20.36
Senior Library Assistant	20	A	3,054.19	36,650	17.62
		B	3,206.90	38,483	18.50
		C	3,367.24	40,407	19.43
		D	3,535.61	42,427	20.40
		E	3,712.39	44,549	21.42
Recreation Coordinator	23	A	3,290.84	39,490	18.99
		B	3,455.38	41,465	19.93
		C	3,628.15	43,538	20.93
		D	3,809.56	45,715	21.98
		E	4,000.03	48,000	23.08
CAD Technician Engineering Technician Facility Coordinator Grounds Coordinator	26	A	3,542.64	42,512	20.44
		B	3,719.77	44,637	21.46
		C	3,905.76	46,869	22.53
		D	4,101.05	49,213	23.66
		E	4,306.10	51,673	24.84
Senior Engineering Technician	30	A	3,905.08	46,861	22.53
		B	4,100.33	49,204	23.66
		C	4,305.35	51,664	24.84
		D	4,520.62	54,247	26.08
		E	4,746.65	56,960	27.38

**FIRE UNION EMPLOYEES
SCHEDULE B
EFFECTIVE JANUARY 1, 2015**

POSITION	RANGE	STEP	MONTHLY	YEARLY	HOURLY	OVERTIME
Firefighter	22	A	4,260.19	51,122	17.5076	26.2614
		B	4,473.20	53,678	18.3830	27.5745
		C	4,696.86	56,362	19.3022	28.9532
		D	4,931.70	59,180	20.2673	30.4009
		E	5,178.29	62,139	21.2806	31.9209
Includes 2.0% Stability		C	4,782.06	57,385	19.6523	29.4785
		D	5,016.90	60,203	20.6174	30.9261
		E	5,263.49	63,162	21.6308	32.4462
Includes 3.5% Stability		C	4,845.96	58,152	19.9149	29.8724
		D	5,080.81	60,970	20.8800	31.3201
		E	5,327.39	63,929	21.8934	32.8401
Includes 4.5% Stability		C	4,888.65	58,664	20.0903	30.1355
		D	5,123.49	61,482	21.0555	31.5832
		E	5,370.08	64,441	22.0688	33.1032
Includes 6.0% Stability		C	4,952.55	59,431	20.3530	30.5294
		D	5,187.40	62,249	21.3181	31.9771
		E	5,433.98	65,208	22.3314	33.4971
Driver/Engineer	24	A	4,478.39	53,741	18.4044	27.6065
		B	4,702.31	56,428	19.3246	28.9869
		C	4,937.43	59,249	20.2908	30.4362
		D	5,184.21	62,211	21.3050	31.9575
		E	5,443.42	65,321	22.3702	33.5554
Includes 2.0% Stability		C	5,027.00	60,324	20.6589	30.9883
		D	5,273.78	63,285	21.6731	32.5096
		E	5,532.99	66,396	22.7383	34.1075
Includes 3.5% Stability		C	5,094.17	61,130	20.9350	31.4024
		D	5,340.96	64,091	21.9491	32.9237
		E	5,600.17	67,202	23.0144	34.5216
Includes 4.5% Stability		C	5,138.96	61,667	21.1190	31.6785
		D	5,385.74	64,629	22.1332	33.1998
		E	5,644.95	67,739	23.1984	34.7976
Includes 6.0% Stability		C	5,206.13	62,474	21.3951	32.0926
		D	5,452.92	65,435	22.4092	33.6139
		E	5,712.13	68,546	23.4745	35.2117
Fire Lieutenant	28	A	4,934.58	59,215	20.2791	30.4186
		B	5,181.30	62,176	21.2930	31.9396
		C	5,440.37	65,284	22.3577	33.5365
		D	5,712.39	68,549	23.4756	35.2134
		E	5,998.01	71,976	24.6493	36.9740
Includes 2.0% Stability		C	5,538.89	66,467	22.7626	34.1439
		D	5,810.91	69,731	23.8805	35.8207
		E	6,096.70	73,160	25.0549	37.5824
Includes 3.5% Stability		C	5,612.91	67,355	23.0668	34.6002
		D	5,885.10	70,621	24.1853	36.2780
		E	6,170.72	74,049	25.3591	38.0387
Includes 4.5% Stability		C	5,662.26	67,947	23.2696	34.9043
		D	5,934.44	71,213	24.3881	36.5822
		E	6,220.06	74,641	25.5619	38.3429
Includes 6.0% Stability		C	5,736.28	68,835	23.5737	35.3606
		D	6,008.46	72,102	24.6923	37.0385
		E	6,294.08	75,529	25.8661	38.7991

**FIRE MANAGEMENT
SCHEDULE B
EFFECTIVE FEBRUARY 2, 2015**

POSITION	MONTHLY	YEARLY	HOURLY
Deputy Fire Chief	7,478.29	92,456	43.1440
Fire Chief	8,244.01	98,928	47.5616

**POLICE UNION EMPLOYEES
SCHEDULE C
EFFECTIVE JULY 1, 2015**

POSITION	RANGE	STEP	MONTHLY	YEARLY	HOURLY
Records Specialist	12	A	2,662.38	31,949	15.36
		B	2,795.50	33,546	16.13
		C	2,935.27	35,223	16.93
		D	3,082.04	36,984	17.78
		E	3,236.14	38,834	18.67
Senior Records Specialist	14	A	2,795.68	33,548	16.13
		B	2,935.46	35,226	16.94
		C	3,082.23	36,987	17.78
		D	3,236.34	38,836	18.67
		E	3,398.16	40,778	19.60
Communications Operator	22	A	3,414.24	40,971	19.70
		B	3,584.96	43,019	20.68
		C	3,764.20	45,170	21.72
		D	3,952.41	47,429	22.80
		E	4,150.04	49,800	23.94
Police Officer	29	A	4,056.91	48,683	23.41
		B	4,259.76	51,117	24.58
		C	4,472.75	53,673	25.80
		D	4,696.38	56,357	27.09
		E	4,931.20	59,174	28.45
Community Policing Officer Detective	33	A	4,471.57	53,659	25.80
		B	4,695.15	56,342	27.09
		C	4,929.91	59,159	28.44
		D	5,176.41	62,117	29.86
		E	5,435.23	65,223	31.36

**POLICE SWORN MANAGEMENT
SCHEDULE C
EFFECTIVE JULY 1, 2015**

Sergeant	36	A	4,795.62	57,547	27.67
		B	5,035.40	60,425	29.05
		C	5,287.17	63,446	30.50
		D	5,551.53	66,618	32.03
		E	5,829.11	69,949	33.63
Deputy Chief of Police	42	A	5,498.51	65,982	31.72
		B	5,773.43	69,281	33.31
		C	6,062.11	72,745	34.97
		D	6,365.21	76,383	36.72
		E	6,683.47	80,202	38.56
Chief of Police	48	A	6,122.82	73,474	35.32
		B	6,428.96	77,148	37.09
		C	6,750.41	81,005	38.94
		D	7,087.93	85,055	40.89
		E	7,442.32	89,308	42.94

**PUBLIC WORKS UNION EMPLOYEES
SCHEDULE D
EFFECTIVE JULY 1, 2015**

POSITION	RANGE	STEP	MONTHLY	YEARLY	HOURLY
Equipment Servicer	14	A	2,828.44	33,941	16.32
		B	2,969.86	35,638	17.13
		C	3,118.35	37,420	17.99
		D	3,274.27	39,291	18.89
		E	3,437.98	41,256	19.83
Utility Worker	18	A	3,118.12	37,417	17.99
		B	3,274.02	39,288	18.89
		C	3,437.72	41,253	19.83
		D	3,609.61	43,315	20.82
		E	3,790.09	45,481	21.87
Equipment Mechanic I Sweeper Operator Utility Technician	20	A	3,279.12	39,349	18.92
		B	3,443.07	41,317	19.86
		C	3,615.23	43,383	20.86
		D	3,795.99	45,552	21.90
		E	3,985.79	47,829	22.99
Utility Worker II	22	A	3,454.72	41,457	19.93
		B	3,627.45	43,529	20.93
		C	3,808.83	45,706	21.97
		D	3,999.27	47,991	23.07
		E	4,199.23	50,391	24.23
Wastewater Treatment Plant Operator Water Quality Technician	24	A	3,623.57	43,483	20.91
		B	3,804.75	45,657	21.95
		C	3,994.99	47,940	23.05
		D	4,194.74	50,337	24.20
		E	4,404.48	52,854	25.41
Equipment Mechanic II Senior Building Facilities Technician Senior Utility Technician Senior Utility Worker Stores Supervisor Water Source Operator	26	A	3,808.84	45,706	21.97
		B	3,999.28	47,991	23.07
		C	4,199.25	50,391	24.23
		D	4,409.21	52,911	25.44
		E	4,629.67	55,556	26.71
Lead Utility Worker Wastewater Treatment Plant Supervisor Water Quality Supervisor	28	A	4,190.64	50,288	23.03
		B	4,400.17	52,802	24.18
		C	4,620.18	55,442	25.39
		D	4,851.19	58,214	26.65
		E	2,828.44	33,941	27.99

**MANAGEMENT AND CONFIDENTIAL EMPLOYEES
SCHEDULE E
EFFECTIVE JULY 1, 2015**

POSITION	RANGE	STEP	MONTHLY	YEARLY	HOURLY
Administrative Assistant	18	A	2,932.59	35,191	16.92
		B	3,079.22	36,951	17.76
		C	3,233.18	38,798	18.65
		D	3,394.84	40,738	19.59
		E	3,564.59	42,775	20.56
Executive Secretary	20	A	3,077.03	36,924	17.75
		B	3,230.88	38,771	18.64
		C	3,392.42	40,709	19.57
		D	3,562.04	42,744	20.55
		E	3,740.14	44,882	21.58
Administrative Services Manager Financial Analyst Planner	28	A	3,749.90	44,999	21.63
		B	3,937.39	47,249	22.72
		C	4,134.26	49,611	23.85
		D	4,340.98	52,092	25.04
		E	4,558.03	54,696	26.30
Finance Operations Supervisor	30	A	3,937.53	47,250	22.72
		B	4,134.40	49,613	23.85
		C	4,341.12	52,093	25.04
		D	4,558.18	54,698	26.30
		E	4,786.09	57,433	27.61
Equipment Maintenance Supervisor	32	A	4,139.05	49,669	23.88
		B	4,346.00	52,152	25.07
		C	4,563.30	54,760	26.33
		D	4,791.46	57,498	27.64
		E	5,031.04	60,372	29.03
Assistant Public Works Superintendent Financial Report Manager	34	A	4,346.85	52,162	25.08
		B	4,564.19	54,770	26.33
		C	4,792.40	57,509	27.65
		D	5,032.02	60,384	29.03
		E	5,283.62	63,403	30.48
Aquatic Program Manager	35	A	4,459.64	53,516	25.73
		B	4,682.62	56,191	27.02
		C	4,916.75	59,001	28.37
		D	5,162.59	61,951	29.78
		E	5,420.71	65,049	31.27
Parks Maintenance Supervisor	36	A	4,566.06	54,793	26.34
		B	4,794.37	57,532	27.66
		C	5,034.08	60,409	29.04
		D	5,285.79	63,429	30.49
		E	5,550.08	66,601	32.02
Bldg Official/Code Enforcement Officer Public Works Superintendent	38	A	4,806.78	57,681	27.73
		B	5,047.12	60,565	29.12
		C	5,299.48	63,594	30.57
		D	5,564.45	66,773	32.10
		E	5,842.67	70,112	33.71

**MANAGEMENT AND CONFIDENTIAL EMPLOYEES
SCHEDULE E
EFFECTIVE JULY 1, 2015**

POSITION	RANGE	STEP	MONTHLY	YEARLY	HOURLY
Emergency Communications Manager Library Director	40	A	5,055.30	60,664	29.17
		B	5,308.07	63,697	30.62
		C	5,573.47	66,882	32.15
		D	5,852.15	70,226	33.76
		E	6,144.75	73,737	35.45
Assistant City Engineer	45	A	5,716.76	68,601	32.98
		B	6,002.60	72,031	34.63
		C	6,302.73	75,633	36.36
		D	6,617.86	79,414	38.18
		E	6,948.76	83,385	40.09
City Engineer	47	A	6,004.51	72,054	34.64
		B	6,304.73	75,657	36.37
		C	6,619.97	79,440	38.19
		D	6,950.97	83,412	40.10
		E	7,298.52	87,582	42.11
Finance Director Parks And Recreation Director Public Works Director	49	A	6,308.57	75,703	36.40
		B	6,624.00	79,488	38.22
		C	6,955.20	83,462	40.13
		D	7,302.96	87,635	42.13
		E	7,668.10	92,017	44.24
Community Development Director	51	A	6,624.19	79,490	38.22
		B	6,955.40	83,465	40.13
		C	7,303.17	87,638	42.13
		D	7,668.33	92,020	44.24
		E	8,051.74	96,621	46.45

**TEMPORARY EMPLOYEES
SCHEDULE F-1
EFFECTIVE JANUARY 1, 2014**

RANGE	STEP	HOURLY	RANGE	STEP	HOURLY	
1A	1	9.10	2	1	21.00	
	2	9.25		2	22.00	
	3	9.50		3	23.00	
	4	9.75		4	24.00	
	5	10.00		5	25.00	
	6	10.25		6	26.00	
	7	10.50		7	27.00	
	8	10.75		8	28.00	
	9	11.00		9	29.00	
	10	11.25		10	30.00	
	11	11.50		11	31.00	
	12	11.75		12	32.00	
	13	12.00		13	33.00	
	14	12.25		14	34.00	
	15	12.50		15	35.00	
RANGE	STEP	HOURLY	RANGE	STEP	HOURLY	
1B	1	12.75	3	1	37.50	
	2	13.00		2	40.00	
	3	13.25		3	42.50	
	4	13.50		4	45.00	
	5	13.75		5	47.50	
	6	14.00		6	50.00	
	7	14.25		7	52.50	
	8	14.50		8	55.00	
	9	14.75		9	57.50	
	10	15.00		10	60.00	
	11	15.25		11	62.50	
	12	15.50		12	65.00	
	13	15.75		13	67.50	
	14	16.00		14	70.00	
	15	16.25		15	72.50	
RANGE	STEP	HOURLY	RANGE	STEP	HOURLY	
1C	1	16.50	4	1	80.00	
	2	16.75		2	85.00	
	3	17.00		3	90.00	
	4	17.25		4	95.00	
	5	17.50		5	100.00	
	6	17.75		6	105.00	
	7	18.00		7	110.00	
	8	18.25		8	115.00	
	9	18.50		9	120.00	
	10	18.75		10	125.00	
	RANGE	STEP	HOURLY	RANGE	STEP	HOURLY
		11	19.00	5	1	130.00
		12	19.25		2	140.00
		13	19.50		3	150.00
		14	19.75		4	160.00
15		20.00	5		170.00	
			6		180.00	
			7		190.00	
			8		200.00	

**GENERAL TEMPORARY EMPLOYEES
SCHEDULE F-2
EFFECTIVE JULY 1, 2013**

POSITION	RANGE	STEP	MONTHLY	YEARLY	HOURLY
Clerical Aide (all depts.) Library Page I Parks Cashier	14	A	1,585.94	19,031	9.1496
		B	1,665.23	19,983	9.6071
		C	1,748.50	20,982	10.0870
		D	1,835.92	22,031	10.5920
		E	1,927.72	23,133	11.1210
Library Page II Parks Head Cashier	16	A	1,666.40	19,997	9.6139
		B	1,749.72	20,997	10.0950
		C	1,837.21	22,047	10.5990
		D	1,929.07	23,149	11.1290
		E	2,025.52	24,306	11.6860
Finance Accounting Support Clerk Library Assistant	19	A	1,792.86	21,514	10.3430
		B	1,882.50	22,590	10.8610
		C	1,976.63	23,720	11.4040
		D	2,075.46	24,906	11.9740
		E	2,179.23	26,151	12.5730
Parking Control Officer	24	A	2,029.61	24,355	11.7090
		B	2,131.09	25,573	12.2950
		C	2,237.65	26,852	12.9100
		D	2,349.53	28,194	13.5550
		E	2,467.01	29,604	14.233
Senior Library Assistant	31	A	2,380.73	28,569	13.7350
		B	2,499.77	29,997	14.4220
		C	2,624.75	31,497	15.1430
		D	2,755.99	33,072	15.9000
		E	2,893.79	34,726	16.6950



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

COMMUNITY DEVELOPMENT

June 29, 2015

TO: MAYOR, CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: RESOLUTION REGARDING PRE-DISASTER HAZARD MITIGATION PLAN
ADDENDUM - 5-YEAR UPDATE

Discussion / Analysis

At their October 20, 2008 meeting, Astoria City Council adopted a Pre-Disaster Natural Hazards Mitigation Plan and the City of Astoria Addendum. This Plan was developed in partnership with Clatsop County and Columbia River Estuary Studies Task Force (CREST). 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. City adoption of the Addendum opened doors for grant funding on projects that reduce risks posed by natural hazards in advance of a disaster. Also, adoption of the Addendum provided opportunities for additional grant funding on projects following a natural disaster. Each municipality within the County developed their own Pre-Disaster Mitigation Plan addendums which ultimately were incorporated into the County's Plan.

Prior to adoption by the City, two public meetings were held to gain input from community members. The first was held at on April 30, 2008 at the Seaside Convention Center and the second was held at the Clatsop Community College Performing Arts Center on May 1, 2008. City staff, City Council, and community members participated at these events. The City Council discussed the Plan at their August 18, 2008 meeting prior to adoption in October 2008.

Staff was notified by the County in 2013 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 Departments reviewed the Addendum Plan and developed recommendations for updates to the Plan. A copy of the Astoria Addendum with tracked changes marked with new text as underlined and deleted text as ~~strikethrough~~, along with a quick reference list of the proposed changes was presented to the City Council at their June 17, 2013 meeting. The Council approved the proposed changes by Resolution 13-19. Proposed changes were relatively

minor in nature and update 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 since 2008 through 2013.

The proposed updates to the Plan and the Resolution were submitted to FEMA for review and approval prior to final adoption in the County's Plan. Earlier this year, FEMA responded to the proposed updates and requested that the City include notation of the responsible department and/or agency for each of the "Action" items in the Plan. Staff have made those proposed notations. The final draft is attached for City Council consideration and for adoption of the Addendum by Resolution at the July 6, 2015 City Council meeting. 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. Final adoption and submittal by the County is due to FEMA in early July.

One issue the Council should be aware of is that while there may be additional updates that need to be made to the Plan, the updates proposed at this time need to reflect the 2013 data that has been approved by FEMA and not additional issues that may have arisen since 2013. Any additional changes would be made at the time of the next five year review update in 2018. Staff has already identified several updates that will be considered at that time.

Recommendation

It is recommended that the Council adopt the attached resolution formally adopting the updates to the Astoria Pre-Disaster Natural Hazards Mitigation Plan Addendum.

By:


Rosemary Johnson, Planner

RESOLUTION NO. 15-____

A RESOLUTION OF THE CITY OF ASTORIA ADOPTING AMENDMENTS TO THE CITY OF ASTORIA
MULTI-JURISDICTIONAL NATURAL HAZARDS MITIGATION PLAN ADDENDUM

WHEREAS, the City of Astoria recognizes the threat that natural hazards pose to people and property within our community; and

WHEREAS, undertaking hazard mitigation actions will reduce the potential for harm to people and property from future hazard occurrences; and

WHEREAS, an adopted Natural Hazards Mitigation Plan is required as a condition of future funding for mitigation projects under multiple FEMA pre-disaster and post-disaster mitigation grant programs; and

WHEREAS, the City of Astoria fully participated in the FEMA-prescribed mitigation planning process to prepare the Multi-Jurisdictional Natural Hazards Mitigation Plan; and

WHEREAS, the Federal Emergency Management Agency, Region X officials approved the "*City of Astoria Multi-Jurisdictional Natural Hazard Mitigation Plan Addendum*" adopted by City Resolution No. 08-23 on October 20, 2008 as an official plan; and

WHEREAS, communities are required to re-adopt their *Multi-Jurisdictional Natural Hazard Mitigation Plan Addendum* for each five year period with any necessary updates and/or amendments;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASTORIA, that the City of Astoria adopts the "*City of Astoria Multi-Jurisdictional Natural Hazard Mitigation Plan Addendum*" with amendments as an official plan; and

BE IT FURTHER RESOLVED, that the City of Astoria will submit this Adoption Resolution to Clatsop County to be forwarded to the Oregon Office of Emergency Management and Federal Emergency Management Agency, Region X officials to enable the amended Plan's final approval.

Effective Date. The provisions of this Resolution shall become effective upon passage.

ADOPTED BY THE COMMON COUNCIL THIS ____ DAY OF _____, 2015.

APPROVED BY THE MAYOR THIS ____ DAY OF _____, 2015.

Mayor

ATTEST:

Brett Estes, City Manager

ROLL CALL ON ADOPTION: YEA NAY ABSENT

Commissioner Nemlowill
 Herzig
 Price
 Warr

Mayor LaMeaar

Volume III: City Addendum

City of Astoria

Amended 6-17-2013

Overview

The City of Astoria developed this addendum to the Clatsop County Multi-jurisdictional Natural Hazards Mitigation Plan in an effort to increase the community's resilience to natural hazards. The addendum focuses on the natural hazards that could affect Astoria, Oregon, which include: Coastal Erosion, Drought, Earthquake, Flood, Landslide, Tsunami, Volcano, Wildfire, Windstorm, and Winter Storm. It is impossible to predict exactly when disasters may occur, or the extent to which they will affect the City. However, with careful planning and collaboration among public agencies, private sector organizations, and citizens within the community, it is possible to minimize the losses that can result from natural hazards.

The addendum provides a set of actions that aim to reduce the risks posed by natural hazards through education and outreach programs, the development of partnerships, and the implementation of preventative activities such as land use or watershed management programs. The actions described in the addendum are intended to be implemented through existing plans and programs within the City.

The addendum is comprised of the following sections: 1) How was the Addendum Developed? 2) Community Overview; 3) Risk Assessment; 4) Action Items; 5) Supporting Documents.

How was the Addendum Developed?

In Fall 2006, the Oregon Partnership for Disaster Resilience (OPDR) at the University of Oregon's Community Service Center partnered with Oregon Emergency Management (OEM) and Clatsop and Lincoln Counties to develop a Pre-Disaster Mitigation Planning Grant proposal. Each county joined The Partnership by signing (through their County Commissions) a Memorandum of Understanding for this project. FEMA awarded the Oregon Coast Region a grant to support the development of multi-jurisdictional natural hazard mitigation plans for the two counties and the cities therein.

The Columbia River Estuary Studies Taskforce (CREST) was hired by Clatsop County to lead the development of the County's Multi-Jurisdictional plan. A graduate student with OPDR assisted CREST with data collection and plan writing to support the development of the

County's Community Overview and Risk Assessment as well as similar components for the City addendums.

The City of Astoria's Community Development Director served on the Countywide Steering Committee which helped guide the development of the County's plan. A work session was held with City of Astoria staff on February 13, 2008 to develop this City-specific addendum. OPDR facilitated this work session to gather information for the City's risk assessment. The following City departments were represented during this work session:

- Astoria Community Development Department;
- Astoria Public Works Department; and
- Astoria Fire Department.

Clatsop Community College also participated in the Countywide Steering Committee and attended the Astoria work sessions. Potential mitigation projects for the Community College will be included in this addendum.

The City of Astoria adopted the Clatsop County Multi-Jurisdictional Natural Hazard Mitigation Plan via resolution on October 20, 2008. The first amendment to the Plan was adopted via Resolution No. 13-19 on June 17, 2013.

Community Overview

The following section describes the City of Astoria from a number of perspectives in order to help define and understand the City's sensitivity and resilience to natural hazards. Sensitivity factors can be defined as those community assets and characteristics that may be impacted by natural hazards, (e.g., special populations, economic factors, and historic and cultural resources). Community resilience factors can be defined as the community's ability to manage risk and adapt to hazard event impacts (e.g., governmental structure, agency missions and directives, and plans, policies, and programs). The information in this section represents a snapshot in time of the current sensitivity and resilience factors in the City when the plan was developed. The information documented below, along with the hazard assessments located in the Hazard Summary, should be used as the local level rationale for the City's risk reduction actions. The identification of actions that reduce the City's sensitivity and increase its resilience assist in reducing overall risk, or the area of overlap in Figure 1 below.

Figure 1 Understanding Risk



Source: USGS - Partnership for Disaster Resilience Research Collaborative, 2006.

Geography & Climate

Located at the mouth of the Columbia River, Astoria is located in the northwestern corner of Clatsop County. The climate in the City of Astoria is moderate. The monthly average temperatures range from highs around 69 degrees and lows around 60 degrees in July and August, to highs around 48 degrees and lows around 36 degrees in December and January. The City receives approximately 66 inches of rain annually. Monthly precipitation averages range from 10 inches during the wetter months of November through January, to around 1 inch during the drier summer months of June through August.ⁱ

Population & Demographics

Astoria is the oldest American settlement west of the Rockies, dating from the fur trading post set up by John Jacob Astor's men in 1811. From 1813 to 1818, the British owned Astoria and it was known as Fort George. In 1818, a treaty with England established joint occupation of the Oregon Country, as it was called then. The boundary was set at the 49th Parallel. The British did not completely abandon Astoria until 1846. A hundred years ago,

Astoria was the second largest City in Oregon with a population of 8,975. The population now is just over 10,000.ⁱⁱ

In 2000, the City was home to 9,813 permanent residents, which makes up approximately 28% of Clatsop County's total population.ⁱⁱⁱ The City population has remained steady for most of its history, hovering around 10,000. Table 1 shows the City's population since 1980.

Table 1 Population Growth, City of Astoria, 1980-2000

Census	Population	Percent Change
1980	9,998	---
1990	10,069	0.70%
2000	9,813	-2.50%
2010	9,477	-3.42%

Source: US Census

Disaster impacts (in terms of loss and the ability to recover) vary among population groups following a disaster. Historically, 80% of the disaster burden falls on the public. Of this number, a disproportionate burden is placed upon special needs groups, particularly children, the elderly, the disabled, minorities, and low income persons. In Astoria, more than 8% of the City's population speaks a language other than English as their primary language. In 2000, 15.9% of all individuals and 11.6% of families in the Astoria were living below the federal poverty level.^{vi} More information on special needs populations is shown in Tables 2 through 4.

Table 2 Population by Age, City of Astoria, 2000

Age	Percent
Under 5 years	6.4 %
5 to 9 years	6.1 %
10 to 14 years	7.2 %
15 to 19 years	7.1 %
20 to 24 years	6.3 %
25 to 34 years	12.3 %
35 to 44 years	14.1 %
45 to 54 years	15.7 %
55 to 59 years	5 %
60 to 64 years	3.7 %
65 to 74 years	7.4 %
75 to 84 years	6 %
85 years and over	2.5 %

Source: US Census, 2000

Table 3: Poverty Distribution by Age Group, City of Astoria, 2000

Age	Percent Below Poverty Level
Under 5 years	1.9%
5 years	0.5%
6 to 11 years	1.8%
12 to 17 years	1.2%
18 to 64 years	9.1%
65 to 74 years	0.6%
75 years and over	0.9%

Source: US Census, 2000

Table 4: Disabled Population, City of Astoria, 2000

Age	Percentage
5-20 years	6%
21-64 years	17.8%
65 years and over	48.6%

Source: US Census, 2000

Employment & Economics

Historically, the economy of Astoria has been largely based on fishing, fish processing, and lumber. Both the fish processing (canneries) and timber industries have declined in the last few decades. Though these areas continue to contribute to the City's economy, tourism and government services are the main economic activities. The Port of Astoria also serves as a docking site for cruise ships with 19 dockings scheduled for 2008. ^{iv}

Table 5 Employment by Industry, City of Astoria, 2000

INDUSTRY	Percent
Educational, health and social services	22.0
Retail trade	15.4
Arts, entertainment, recreation, accommodation and food services	14.1
Manufacturing	7.8
Public administration	6.5
Construction	6.3
Finance, insurance, real estate, and rental and leasing	4.8
Other services (except public administration)	4.8
Professional, scientific, management, administrative, and waste management services	4.4
Transportation and warehousing, and utilities	4.2
Wholesale trade	3.3
Agriculture, forestry, fishing and hunting, and mining	3.3
Information	3.1

Source: US Census, 2000

Median income can be used as an indicator of the strength of the region's economic stability. In 1999, the median household income in Astoria was \$33,011.^v This is almost \$9,000 below the 1999 national median household income of \$41,994, and around \$3,000 below the \$36,301 median household income for Clatsop County.^{vi} Although it can be used to compare areas as a whole, this number does not reflect how income is divided among area residents.

Housing

Housing type and age are important factors in mitigation planning. Certain housing types tend to be less disaster resistant and warrant special attention: mobile homes, for example, are generally more prone to wind and water damage than standard stick-built homes. Generally the older the home is, the greater the risk of damage from natural disasters. This is because stricter building codes have been developed following improved scientific understanding of plate tectonics and earthquake risk. For example, structures built after the late 1960s in the Northwest and California use earthquake resistant designs and construction techniques. In addition, FEMA began assisting communities with floodplain mapping during the 1970s, and communities developed ordinances that required homes in the floodplain to be elevated to one foot above Base Flood Elevation.

In 2000, Astoria had 4,860 housing units. Of those, 45% (2,187) were owner occupied, 42.2% (2,055) were renter occupied, and 12.8% were vacant.^x Nearly 90% of the City's housing stock was built prior to 1980, before

stronger seismic building codes were put into place. Other housing characteristics for Astoria are provided in Tables 6 and 7.

Table 6: Housing Type, City of Astoria, 2000 Housing

Housing Type	Percentage
Single-Family	60.1 %
Multi-Family	18.1 %
Mobile home	1.2 %
Boat, RV, van, etc.	0.4 %

Source: US Census, 2000

Table 7: Housing Structure Age, City of Astoria, 2000

Year Built	Percent of Structures
1980-2000	10.9%
1960-1980	14.7%
Before 1960	74.4%

Source: US Census, 2000

Land Use & Development

Development in Astoria spreads mostly to the east and west along the Columbia River from the downtown area. The downtown area has itself seen much revitalization and new construction in recent years. Residential development is also located south of downtown; additional growth is limited by water bodies and designated 'land reserve.^{vii}' The City's Comprehensive Plan identifies land use needs within the City and the Urban Growth Boundary.

The City of Astoria is in the process of conducting a buildable lands inventory.

CITY OF ASTORIA
LAND USE AND ZONING MAP, 1992

Scale: 1" = 1/4" (1/2" = 1/2")

LEGEND

LAND USE ZONING

RESIDENTIAL

1. Single-Family Detached (R-1)

2. Single-Family Attached (R-2)

3. Medium-Density Residential (R-3)

4. High-Density Residential (R-4)

5. Community Center (CC)

6. Office (O)

7. Retail (R)

8. Industrial (I)

9. Heavy Industrial (HI)

10. Marine (M)

11. Public Use (PU)

12. Special Use (SU)

13. Agricultural (A)

14. Forest (F)

15. Wetlands (W)

16. Waterfront (W)

17. Airport (A)

18. Cemetery (C)

19. Park (P)

20. School (S)

21. Hospital (H)

22. Government (G)

23. Religious (Rel)

24. Other (Oth)

25. Unzoned (U)

26. Vacant (V)

27. Other (Oth)

28. Unzoned (U)

29. Vacant (V)

30. Other (Oth)

31. Unzoned (U)

32. Vacant (V)

33. Other (Oth)

34. Unzoned (U)

35. Vacant (V)

36. Other (Oth)

37. Unzoned (U)

38. Vacant (V)

39. Other (Oth)

40. Unzoned (U)

41. Vacant (V)

42. Other (Oth)

43. Unzoned (U)

44. Vacant (V)

45. Other (Oth)

46. Unzoned (U)

47. Vacant (V)

48. Other (Oth)

49. Unzoned (U)

50. Vacant (V)

51. Other (Oth)

52. Unzoned (U)

53. Vacant (V)

54. Other (Oth)

55. Unzoned (U)

56. Vacant (V)

57. Other (Oth)

58. Unzoned (U)

59. Vacant (V)

60. Other (Oth)

61. Unzoned (U)

62. Vacant (V)

63. Other (Oth)

64. Unzoned (U)

65. Vacant (V)

66. Other (Oth)

67. Unzoned (U)

68. Vacant (V)

69. Other (Oth)

70. Unzoned (U)

71. Vacant (V)

72. Other (Oth)

73. Unzoned (U)

74. Vacant (V)

75. Other (Oth)

76. Unzoned (U)

77. Vacant (V)

78. Other (Oth)

79. Unzoned (U)

80. Vacant (V)

81. Other (Oth)

82. Unzoned (U)

83. Vacant (V)

84. Other (Oth)

85. Unzoned (U)

86. Vacant (V)

87. Other (Oth)

88. Unzoned (U)

89. Vacant (V)

90. Other (Oth)

91. Unzoned (U)

92. Vacant (V)

93. Other (Oth)

94. Unzoned (U)

95. Vacant (V)

96. Other (Oth)

97. Unzoned (U)

98. Vacant (V)

99. Other (Oth)

100. Unzoned (U)

101. Vacant (V)

102. Other (Oth)

103. Unzoned (U)

104. Vacant (V)

105. Other (Oth)

106. Unzoned (U)

107. Vacant (V)

108. Other (Oth)

109. Unzoned (U)

110. Vacant (V)

111. Other (Oth)

112. Unzoned (U)

113. Vacant (V)

114. Other (Oth)

115. Unzoned (U)

116. Vacant (V)

117. Other (Oth)

118. Unzoned (U)

119. Vacant (V)

120. Other (Oth)

121. Unzoned (U)

122. Vacant (V)

123. Other (Oth)

124. Unzoned (U)

125. Vacant (V)

126. Other (Oth)

127. Unzoned (U)

128. Vacant (V)

129. Other (Oth)

130. Unzoned (U)

131. Vacant (V)

132. Other (Oth)

133. Unzoned (U)

134. Vacant (V)

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Clatsop County Multi-Jurisdictional Natural Hazard Mitigation Plan

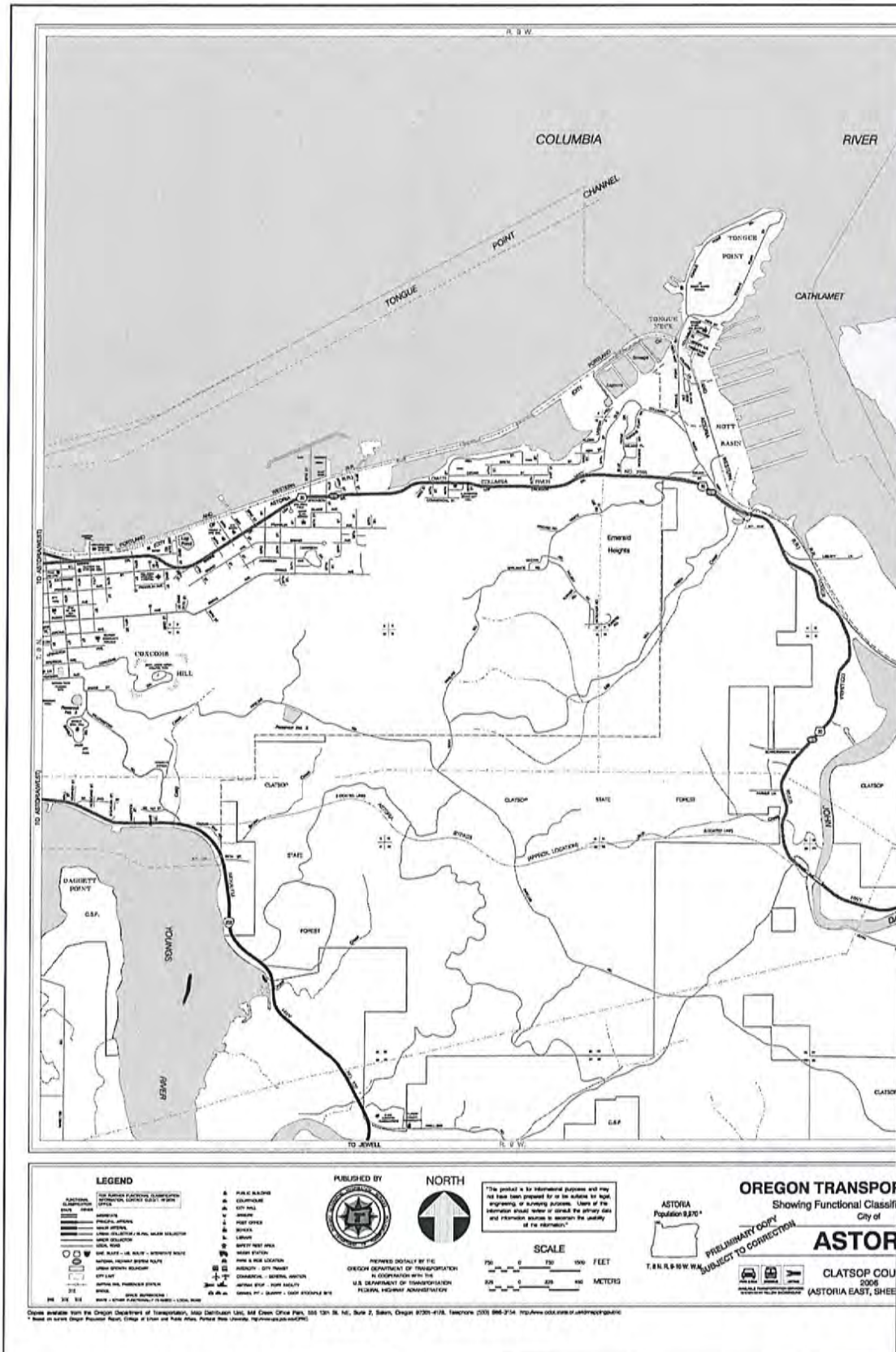
Transportation

Two major transportation routes run through Astoria, Federal Highways 30 and 101. Highway 30 runs east to west and Highway 101 runs north and south over bridges leading into and out of Astoria over the Columbia River to the north and Young's Bay to the south. State Highway 202 runs along the southern edge of the City.

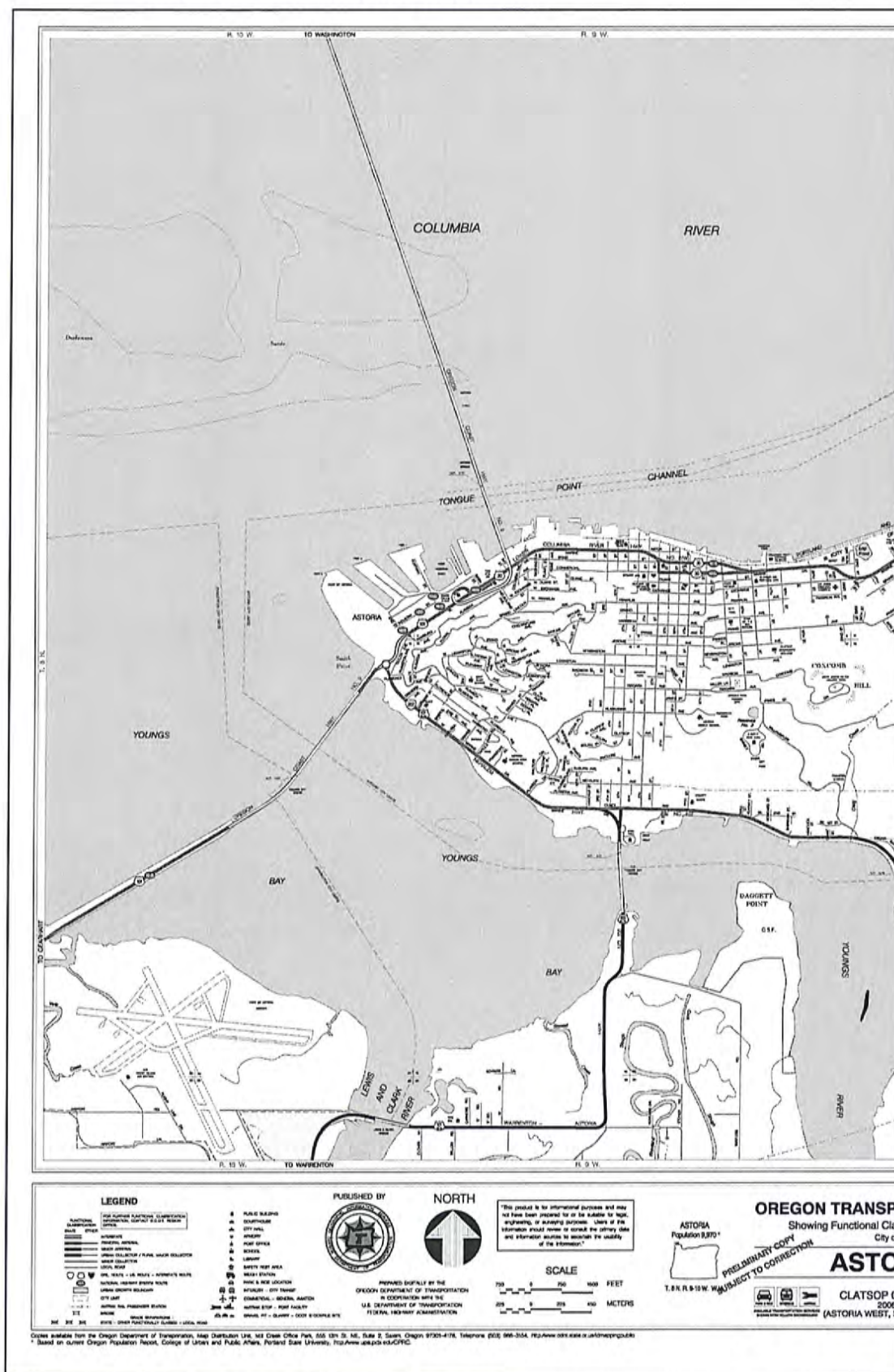
Transportation is an important consideration when planning for emergency service provisions. Growth within the City will put pressure on both major and minor roads, especially if the main mode of travel is by single occupancy vehicles. Figures 5 and 6 are the Oregon Department of Transportation maps for Astoria.

Figure 5. Astoria Transportation Map – East, 2006

Source: Oregon Department of Transportation



Source: Oregon Department of Transportation



Critical Facilities & Infrastructure

Critical facilities are those that support government and first responders' ability to take action in an emergency. They are a top priority in any comprehensive hazard mitigation plan. Individual communities should inventory their critical facilities to include locally designated shelters and other essential assets, such as fire stations, public works shops, and water and waste water treatment facilities. Astoria has 2 fire stations, 1 hospital, 2 private pre-schools, 2 public elementary schools, 1 middle school, 1 high school, 1 alternative school, 1 community college, and 1 Job Corps training center.

Historic & Cultural Resources

Historic and cultural resources such as historic structures and landmarks can help to define a community and may also be sources of tourism dollars. Because of their role in defining and supporting the community, protecting these resources from the impact of disasters is important.

The City's Historic Inventory, dated October 2012, includes the following historic resources:

- 5 Museums;
- 40 places on the National Register of Historic Places;
- 2 National landmarks (Fort Astoria site & Lightship Columbia);
- 3 National Register Historic Districts (Uniontown-Alameda, Downtown, and Shively McClure).
- 6 Historic Sites (Taylor School; Shively Park; Tidal Rock (Local Landmark in DNRHD); First US Post Office West of the Rocky Mountains (Local Landmark in SMNRHD); Fort Astoria (also noted as National Landmark, DNRHD); 14th Street Ferry Landing (Local Landmark);
- 1 Historic Reconstruction (First US Customhouse West of the Rocky Mountains) and
- Local Historic Register including 102 individual designations plus 745 historic designated properties both local and National for a total of 847 historic properties.

Government Structure

The City Council is the policy making body for the City of Astoria. Members of the Council serve as Council representatives on many boards and commissions of the City, other local governments, agencies, and the State. The Mayor appoints all City Boards and Commissions. The Mayor and Councilors appoint the City Manager, City Attorney, and Municipal Judge. The City Manager appoints all other City employees.

The City of Astoria currently has the following departments^{viii}:

City Manager's Office: The City Manager is responsible for overall City administration and the supervision of seven department heads including: Finance, Community Development, Parks and Community Services, Library, Fire, Police and Public Works/Engineering. The City Manager is responsible to the City Council. The staff consists of the City Manager, an Executive Secretary, and a Human Resources Administrator.

Community Development Department: The Community Development Department is responsible for economic development, land use planning, zoning administration, building inspection, and historic preservation. The Department provides staff support to the Planning Commission (APC), the Historic Landmarks Commission (HLC), the Design Review Committee (DRC), and the Traffic Safety Advisory Committee (TSC). The Department administers both the City Comprehensive Plan and the Development Code. The Department also administers the City's Building Inspection Program.

Public Works Department: The Public Works Department is the largest department within the City of Astoria. Major areas of responsibility include: water treatment and distribution; waste water collection and treatment; street maintenance; engineering services; sanitation/recycling services; fleet maintenance for all City vehicles; forestry management; City facility maintenance; railroad maintenance; and mapping with Geographic Information Systems (GIS).

Finance Department: The Finance Department offers a wide variety of services to the general public and to other departments of the City. The major activities include: utility billing, cashiering, accounts receivable, payroll, purchasing, accounts payable, data processing, financial planning, budget preparation, cash management, parking control, and maintenance of official City records.

Fire Department: The Astoria Fire Department is responsible for fire suppression and emergency medical response, which is coordinated with the local ambulance service (Medix). The department also contracts with the Tongue Point Job Corps Center, Coast Guard property at Tongue Point along with USCG cutters Alert and Steadfast to offer fire suppression and emergency medical services.

Police Department: The Astoria Police Department provides law enforcement services for the City's residents and visitors 24 hours every day and places particular emphasis on responding to the community's calls for service, investigating crimes and traffic enforcement. In addition, the Police Department also includes 911 and dispatch services.

Parks and Community Services Department: The Parks and Community Services Department oversees parks and recreation activities for the City. The City has six historic sites, one caretaker home, three community halls,

one maritime memorial park, six general use parks, one senior center, one indoor aquatic center, two recreation centers, five public restroom buildings, three tennis courts, eight playgrounds, ten ball fields, four basketball courts, one boat launch ramp/fishing dock, River Trail, and seven miscellaneous locations including urban forest trails, all of which are maintained by this department.

Astoria Public Library: The Astoria Public Library collects, preserves, and administers organized collections of books and related materials, promotes their efficient use, provides a public meeting place for discussion and reading, and extends the cultural life of the community. The Library Advisory Board, appointed by the Mayor, assists with the development of library policies. The City Council approves these policies and the library staff implements them.

Existing Plans, Policies and Community Organizations

Communities often have existing plans and policies that guide and influence land use, land development, and population growth. Such existing plans and policies can include comprehensive plans, zoning ordinances, and technical reports or studies. Plans and policies already in existence have support from local residents, businesses and policy makers. Many land-use, comprehensive, and strategic plans get updated regularly, and can adapt easily to changing conditions and needs.^{ix}

The City of Astoria's Natural Hazards Mitigation Plan Addendum includes a range of recommended action items that, when implemented, will reduce the City's vulnerability to natural hazards. Many of these recommendations are consistent with the goals and objectives of the county's existing plans and policies. Linking existing plans and policies to the Natural Hazards Mitigation Plan helps identify what resources already exist that can be used to implement the action items identified in the Plan. Implementing the natural hazards mitigation plan's action items through existing plans and policies increases their likelihood of being supported and getting updated, and maximizes the City's resources.

The following table documents the plans and policies already in place in Astoria.

Table 8 Existing Plans, City of Astoria

Name	Date of Last Revision	Author/ Owner	Description	Relation to Natural Hazard Mitigation
City of Astoria Development Code/Zoning Ordinances	Feb-07	City of Astoria	The purpose of the Development Code is to promote orderly city growth, conserve and stabilize property value, encourage appropriate land use and establish standards for population density. It provides for adequate open space, fire and police protection, avoidance of traffic congestion; it also promotes and protects public health, safety, convenience and general welfare.	<p>Article 2 The Flood Hazard Overlay Zone regulates the use of those areas subject to periodic flooding, to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions.</p> <p>Article 3 Erosion Control and Stormwater Management - The purpose of this ordinance is to : 1) minimize impacts associated with excavation and grading, 2) minimize the erosion of land during clearing, excavation, grading, construction and post-construction activities, 3) prevent the transport of sediment and other soil borne pollutants into the Columbia River estuary and its tributaries, wetlands and riparian areas, 4) prevent the transport of sediment onto adjacent property and into City rights of way and storm systems, 5) prevent unnecessary clearing, excavation, and stripping of land, and 6) to reduce the amount of soil exposure during construction.</p> <p>Article 4 Columbia River Estuary and Shoreland Regional Standards - The purpose of this article is to establish use and activity standards for developments in Columbia River estuary aquatic areas and shorelands.</p> <p>Article 5 establishes impact assessment and resource capability standards.</p>
Astoria Transportation Systems Plan	Jul-99	City of Astoria	<p>The TSP has been completed to help provide direction for transportation systems in the Astoria urban area over the next 20 years, as well as to meet federal, state and local transportation planning requirements.</p> <p>Transportation refinement plans were developed for the following areas of the City: Astoria Gateway TGM 7/99, East Gateway TSP 2/07, and Port/Uniontown TRP 2/07</p>	Mitigation principles and strategies can be incorporated into Transportation Systems Plan to protect key transportation infrastructure from natural hazards.
City of Astoria Comprehensive Plan		City of Astoria	To anticipate and plan for future land use within the City of Astoria	Section CP.390 - 400, "Geologic and Flood Hazards" outlines limitations and regulations abided by in regard to flooding, landslides, erosion, storm water, and development on steep slopes." The identification and prioritization of specific areas subject to each hazard can help in crafting action items.
Water Supply Master Plan		City of Astoria	The water supply master plan insures that future water supplies are adequate for the expected growth of the City of Astoria.	A water supply master plan can be used to implement mitigation activities related to vulnerable water infrastructure.
Water Distribution Master Plan		City of Astoria	The water distribution master plan evaluates existing systems and assists in planning for future expansion and growth.	A water distribution master plan can be used to implement mitigation activities related to vulnerable water infrastructure.
Wastewater Treatment Master Plan		City of Astoria	The purpose of this study is to provide a long range planning of the wastewater system improvement needs to meet the growing demand for sewer services.	A wastewater treatment master plan can be used to implement mitigation activities related to vulnerable wastewater infrastructure.
Bear Creek Dam Emergency Action Plan	Dec 2012	City of Astoria	The purpose of this EAP is to establish procedures to reduce the risk to human life and minimize damage to property in the event of an unusual or emergency situation at Bear Creek Dam.	The EAP establishes procedures in the event of an emergency situation at the Dam to help people with limited emergency experience to act decisively.

The following are excerpts from the City's Comprehensive Plan that describe actions related to natural hazard vulnerability and risk.

- CP.400 Geologic and Flood Hazard Policies

1. The City will take reasonable precautions to protect life and property from natural hazards or disasters, through the use of the City Flood Hazards Ordinance (Ord.78-06), the Uniform Building Code, and the policies for the management of geologic hazard areas.
2. Where it appears a landslide, or other earth movement hazard may be present, the approval of the City Engineer and/or Planning Commission may require a site investigation and report by a City approved licensed engineering geologist or soils engineer in such cases.
3. Land divisions in areas of steep slopes, unstable soils, weak foundation soils, or landslide potential will be permitted only after a favorable site investigation report has been completed.
4. Detailed drainage plans showing the location of proposed storm water disposal will be a part of building permit or land division applications.
5. Clustering of development on steep or less steep portions of sites is encouraged in order to maintain steeper slopes in their natural condition.
6. General development policies for areas of steep slopes will be as follows:
7. Construction excavation will be held to a minimum necessary to build footings efficiently
8. Removal of vegetation will be kept to the minimum necessary for the placement of roads, utilities, and structures. Erosion control measures as required by the City Engineer will be employed during and after construction.
9. Access roads and driveways will be constructed with a minimum amount of grading.
10. No development will be allowed to block stream drainages in any area or divert storm water across adjacent property.
11. Where necessary, the City Engineer may require certification by a professional engineer or architect to accompany building plans.

Community Organizations and Programs

Social systems can be defined as community organizations and programs that provide social and community-based services, such as health care or housing assistance, to the public. In planning for natural hazard mitigation, it is important to know what social systems exist within the community because of their existing connections to the public. Often, actions identified by the plan involve communicating with the public or

specific subgroups within the population (e.g. elderly, children, low income). The County and its cities can use existing social systems as resources for implementing such communication-related activities because these service providers already work directly with the public on a number of issues, one of which could be natural hazard preparedness and mitigation.

The County-wide Community Organizations and Programs table can be found in Section 2: Community Overview of the Clatsop County Multi-Jurisdictional Natural Hazard Mitigation Plan. The table highlights organizations that are active within the County and may be potential partners for implementing mitigation actions.

Existing Mitigation Activities

Existing mitigation activities include current mitigation programs and activities that are being implemented by the community in an effort to reduce the community's overall risk to natural hazards. Documenting these efforts can assist participating jurisdictions better understand risk and can assist in documenting successes.

- MULTI-HAZARD - Astoria Builders Supply Co. designed their new building (1777 Marine Drive) to be resistant to both flood and windstorms by elevating the building and utilizing hurricane building design concepts.
- MULTI-HAZARD - Current Oregon Codes / International Codes adopted for seismic and wind resistance requirements.
- MULTI-HAZARD - Public awareness and education efforts.
- MULTI-HAZARD - Community Emergency Response Team training for neighborhood disaster readiness and personal/home structural and non-structural mitigation efforts.
- MULTI-HAZARD - Columbia Memorial Hospital has placed a trailer on-site at the Middle School for storage of non-invasive medical supplies. In addition, the hospital purchased two generators. These generators would provide minimum emergency power if needed.
- EARTHQUAKE - Clatsop Community College's Jerome Avenue campus has completed renovations to the Student Services Center and subject to grant funding. Towler Hall was renovated in 2012 to bring the buildings to current seismic codes.
- EARTHQUAKE - Lewis and Clark Elementary School was built in 2002 and conformed to seismic building codes in place at that time. Projects at the high school included construction of a new gymnasium and student commons built to current seismic codes.

Astor Elementary and Gray Elementary were renovated to bring the buildings into compliance with current building codes.

- EARTHQUAKE - The City received a State Office of Emergency Management grant to upgrade the Public Safety Building that houses police, fire, EOC, and the 911 dispatch center. That project ~~is 99% was~~ completed in 2013 and will bring the facility to immediate occupancy seismic standards.
- FLOOD - Special Design Consideration of storm drains to minimize blockage. Public Works proactively checks storm basins and keeps them clean of debris to help minimize urban flooding. In addition, they've installed stormwater drains with cow catcher shaped grills that help divert debris out of the way.

Figure 5. Stormwater drains – Astoria, Oregon



Source: City of Astoria Public Works

- FLOOD - The City of Astoria has adopted a Flood Hazard Overlay Zone that regulates the use of those areas subject to periodic flooding, to promote public health, safety and general welfare and to minimize public and private losses due to flood conditions. The Code was updated in 2009.
- FLOOD - Many residential structures in low areas of town built to be flood resistant with unoccupied/unfinished first floors and main living area on 2nd and 3rd floor.
- FLOOD - Requirements for down-spouts/rain water to be directed to streets and storm drains to help control ground saturation.
- LANDSLIDE - The City has drafted a Geologic Hazard and Hillside Development Ordinance which will guide development related to earthquakes and landslides. The ordinance has yet to be adopted. The City also has requirements for comprehensive geo-

technical reports prior to construction. The City has also purchased lands associated with historic landslides and is using them as parks and open space. A map showing past slides can be found within City records as well.

- WINDSTORM – New roofs were placed on Astor Elementary, Gray Elementary and the high school. The new roofs were rated for 100 mph winds and have a 20 year life.
- WILDFIRE – Significant upgrades were made to the electrical and lighting systems at the Middle School. Lewis and Clark Elementary and Gray Elementary were completely sprinkled while upgrades to the fire alarm systems were made at other schools.
- WILDFIRE – The City is participating in the development of a county-wide Community Wildfire Protection Plan to address the risks posed by wildfire.

Risk Assessment

The following hazards have been addressed in the Clatsop County Multi-Jurisdictional Natural Hazard Mitigation Plan. The City of Astoria reviewed the County's plan during a work session on February 12, 2008 and assessed how Astoria's risks vary from the risks facing the entire planning area.

Coastal Erosion

Astoria's location on Young's Bay makes it susceptible to coastal erosion. City of Astoria staff indicated that the **extent** of the coastal erosion hazard is limited to those lands directly adjacent to Young's Bay on the south side of town. These **locations** are highlighted in Figure 6 below.

Little data exists for **previous occurrences** of coastal erosion in Astoria. Significant erosion events took place along the Oregon coast during: El Nino events in 1982-1983 and 1997-1998 and winter storm events in 1998-1999. These events have been cited as the most significant examples of coastal retreat in the last three decades. * The Clatsop County Multi-Jurisdictional Natural Hazard Mitigation Plan did not rank the **vulnerability** or **probability** of coastal erosion.

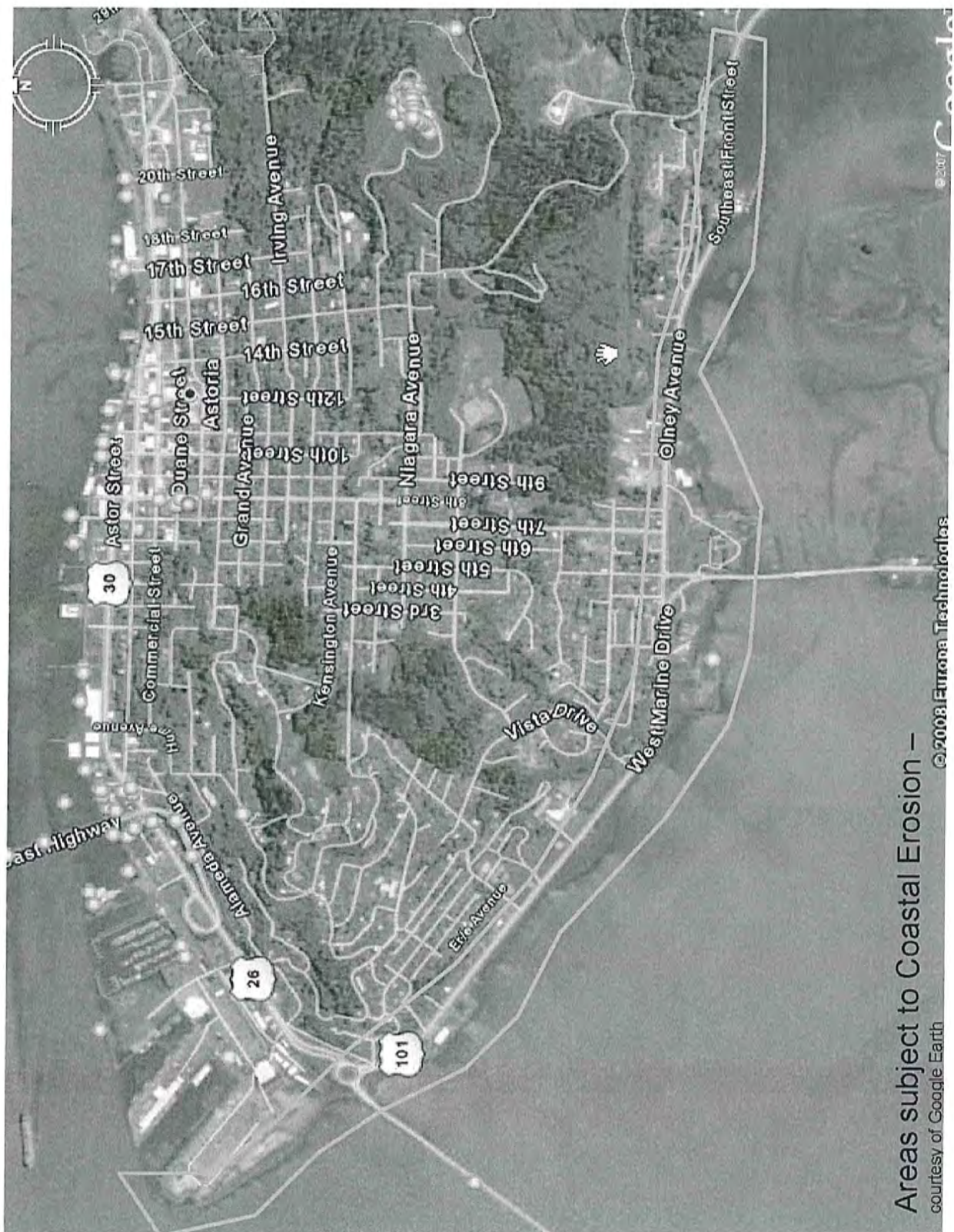
According to a brochure developed by CREST, erosion can have the following **community impacts**:

- Loss of property;
- Threatens near shore buildings and other structures;
- Degrades aquatic and riparian habitats;
- Reduces water clarity, light penetration and plant productivity;

- Causes warming of the stream/river;
- Releases nutrients which could stimulate undesirable plant and algae growth;
- Affects fish feeding, spawning, and gill function; and
- Changes bottom substrate, reduces channel capacities, increases flooding.

Figure 6. Areas subject to Coastal Erosion

Source: Astoria Staff – February 13, 2008 Work Session



Drought

The Clatsop County Multi-Jurisdictional Natural Hazard Mitigation Plan adequately addresses the drought hazard for the City of Astoria. The **location, extent, previous occurrences, vulnerability, and probability** for drought in Astoria are the same as the County. City staff did indicate that the most significant **community issue** would be a lack of water, but that the City does have adequate storage capabilities. Staff also indicated that in the 1980's a drought prompted the City to implement voluntary water restrictions. In addition, drought conditions can also increase the probability of wildfires.

Earthquake

Astoria's location along the Oregon Coast makes it susceptible to earthquakes, especially a Cascadia Subduction Zone earthquake. The **extent** of the earthquake hazard includes the entire community of Astoria, although damage from an earthquake may be more severe in the downtown area where buildings are old and sit on fill that has liquefaction potential.

The following earthquake hazard maps were developed by the Department of Geology and Mineral Industries. The figures illustrate the **location** of the amplification, liquefaction, earthquake induced landslide, and relative earthquake hazards in both Astoria and Warrenton.

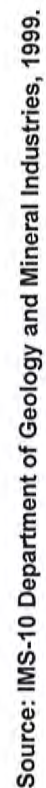
Figure 7. Amplification hazard – Astoria-Warrenton, Oregon



Source: IMS-10 Department of Geology and Mineral Industries, 1999.

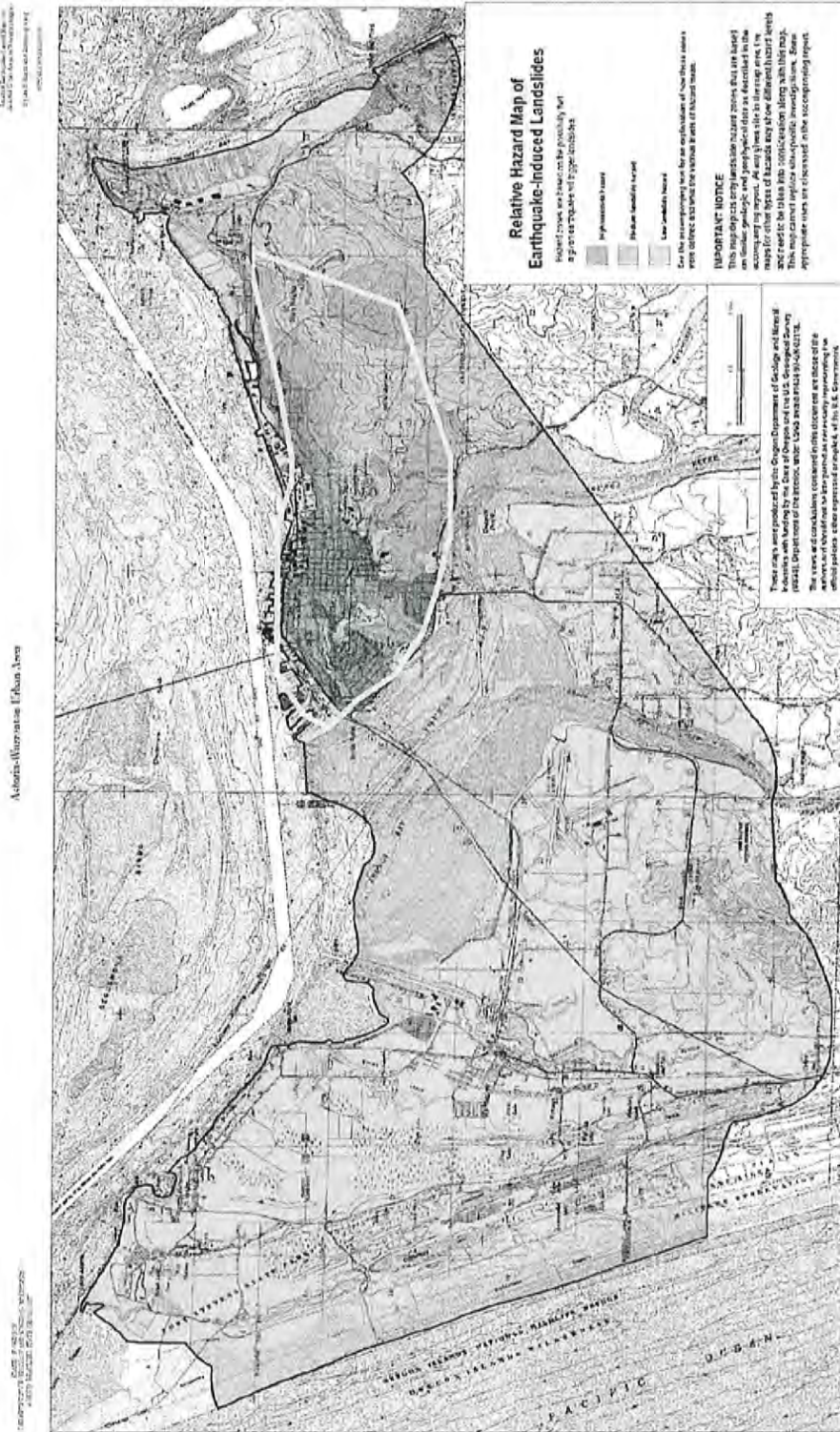
The yellow line roughly represents the City of Astoria. The majority of the city is located in areas of low amplification hazards. Lands located immediately adjacent to the Columbia River and Young's Bay have a moderate or high risk of amplification.

Source: IMS-10 Department of Geology and Mineral Industries, 1999.



The yellow line roughly represents the City of Astoria. The majority of the City is located in areas without liquefaction hazards. Lands located along the Columbia River have a high susceptibility to liquefaction. The majority of Astoria's businesses and its downtown corridor are located in these high liquefaction zones.

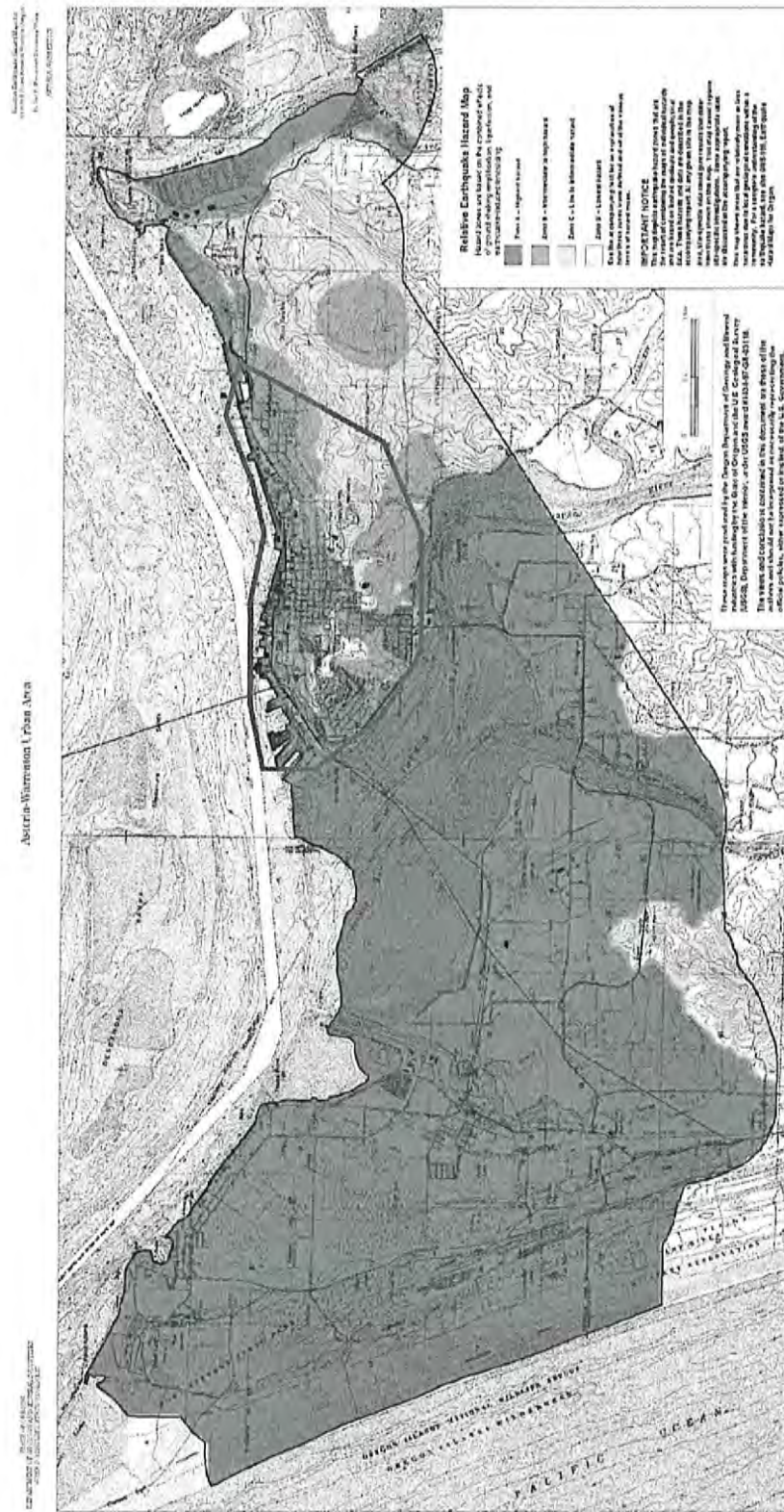
Figure 9. Earthquake Induced Landslide hazard – Astoria-Warrenton, Oregon



Source: U.S. Department of the Interior, Bureau of Land Management, 1999.

The yellow line roughly represents the City of Astoria. The majority of the city is located in areas of high landslide hazards. Lands located along the Columbia River where most of Astoria's businesses and its downtown corridor are located are in medium and low landslide hazards.

Figure 10. Relative Earthquake hazard – Astoria-Warrenton, Oregon



Source: IMS-10 Department of Geology and Mineral Industries, 1999.

The blue line roughly represents the City of Astoria. The majority of the city is located in areas of high landslide hazards. Lands located along the Columbia River where most of Astoria's businesses and its downtown corridor are located are considered to have the highest relative earthquake hazards. The majority of Astoria's residential areas are located in areas that have moderate to high earthquake hazards.

The Clatsop County Multi-Jurisdictional Natural Hazard Mitigation Plan adequately identifies the **previous occurrences** of earthquakes for the City of Astoria. The Clatsop County Multi-Jurisdictional Natural Hazard Mitigation Plan ranked the **vulnerability** of earthquakes as high. The County plan also indicates that the **probability** of earthquakes is high. These scores would be representative of Astoria as well.

City staff identified the following potential **community impacts** or concerns about the earthquake hazard:

- City's reservoirs are water sources for both drinking water and fire suppression and are likely at risk due to age. City staff also identified the importance of Bear Creek Dam as a critical facility.
- Staff had concerns about the City's water distribution system pipe infrastructure which is comprised of mostly older materials - cast iron for water and vitrified clay and terra cotta for sanitary and storm sewer and the potential for loss of fire suppression water.
- The downtown area of Astoria was rebuilt following a catastrophic fire in 1922. The fire destroyed 32 blocks, 40 acres and 33 buildings. Reconstruction efforts involved chair-wall construction which created concrete tunnels for water and gas lines. The area around the chair walls was filled in with dredge sands during reconstruction.^{xi} The majority of downtown is located on areas of high liquefaction risk. A large earthquake will have significant impacts on Astoria's economy.
- Only the newest buildings in the City have been built to earthquake standards. The majority of buildings, especially those located downtown, were built prior to the implementation of stricter building codes.
- Downtown's reconstruction using chair walls results in poor access to utilities located underground.
- Staff identified the vulnerability of the Tongue Point area specifically its location in areas of high liquefaction potential.
- The hospital is located on a site filled with dredge materials.
- Staff has concerns about the wastewater system and lift stations around town being damaged and leading to public health emergencies following an earthquake. In addition, the water distribution system would likely be heavily damaged, preventing the delivery of water for fire suppression and domestic use.
- The Astoria Column is an important historic and cultural resource and would like suffer damage from a large earthquake.

- The City owns three bridges in town that are likely at risk – however, the City replaced the Franklin Avenue Bridge in 2012 and will be replacing the Irving Avenue/19th Street Bridge in 2013-2015. The loss of bridges may cut off certain areas of the community.
- Chair-wall construction downtown creating common spaces over large area that can complicate flooding impact and problems due to the ease of travel for natural gas, smoke, fire, etc. between buildings and over a large area.
- Vulnerability and wide ranging hazards from gas and electric utility infrastructure.
- Effect on most road surfaces that will complicate access, evacuation, and emergency response.
- DOGAMI, in consultation with project partners developed a Statewide seismic needs assessment that includes seismic safety surveys of K-12 public school buildings. According to this assessment the following school buildings in Astoria were rated with a high collapse potential and should receive further evaluation:
 - Astor Elementary School
 - Astoria Senior High School
 - Gray Elementary School
- Clatsop Community College's MERTS campus is built to earthquake standard 3, but is subject to liquefaction and has only one way in and out.
- Clatsop Community College's Jerome Avenue campus has completed renovations and seismic upgrades to the Student Services Center. The College addressed life safety issues at Towler Hall. Towler Hall had severe seismic deficiencies, has very high seismic risk, and was a high priority to the community requiring mitigation. The College completed construction of a new building, that replaced Patriot and Fertig Halls. The Library and Art Building were rated fair for seismic performance by a structural engineer and there are no anticipated renovations expected to these buildings.

Flood

Astoria is at risk of flooding from three main sources: the Columbia River, Young's Bay, and urban flooding from storm water coming off the slopes of the City's hillsides. Because of the prevalence of urban flooding, the **extent** of the flood hazard includes most of the City, with the exception of those residences located at the top of the hill in town. The City's Flood

Insurance Rate Maps highlights the **location** of the flood hazard in Astoria. The City's current effective date for the Flood Insurance Rate Map is September 17, 2010.

The Clatsop County Multi-Jurisdictional Natural Hazard Mitigation Plan adequately identifies the **previous occurrences** of floods for the City of Astoria. The Clatsop County Multi-Jurisdictional Natural Hazard Mitigation Plan ranked the **vulnerability** of floods as moderate. The County plan also indicates that the **probability** of floods is high. These scores would be representative of Astoria's risk as well.

The City of Astoria is a participant in the National Flood Insurance Program. The City has a total of 41 policies under the NFIP, only 20 of which are located in A zones. The total coverage for the City under the NFIP is \$9,759,500. There have only been four claims since 1978, with nothing paid on those claims. The last Community Assistance Visit (CAV) was conducted on April 21, 2000.

Using the existing FEMA Flood map and a visual review of aerial photographs of the City dated 2002, the Community Development Department estimates the following number of structures in the floodplain:

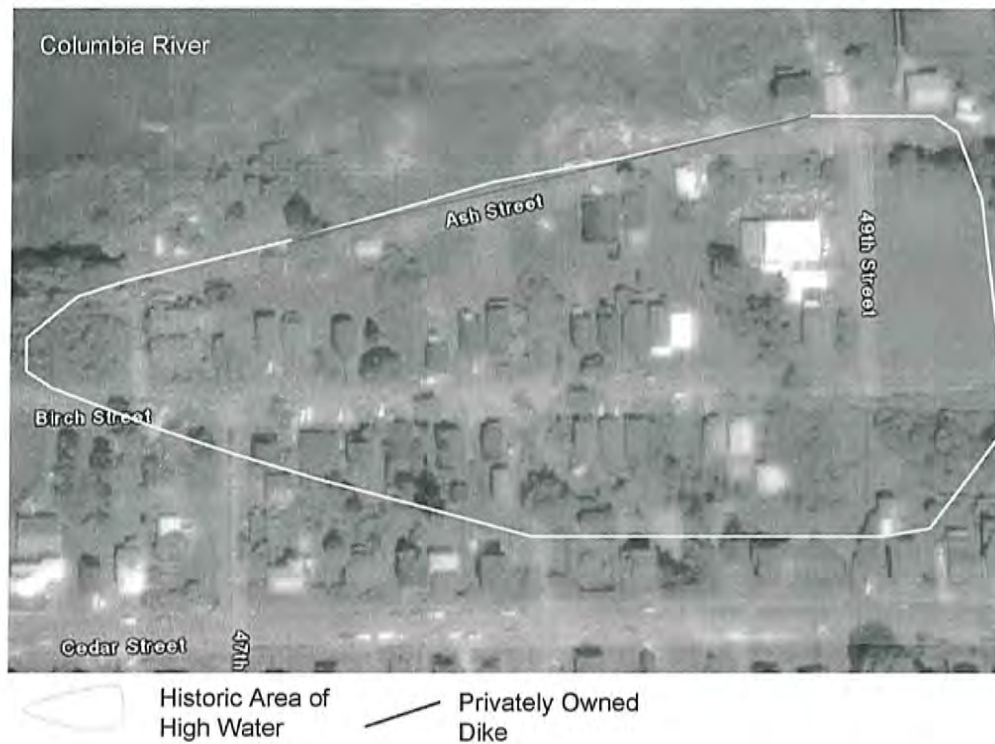
- Commercial/Industrial – 24 plus 2 mooring basins
- Residential – 50 plus several vessels at mooring basins
- Infrastructure – 16 facilities plus sewer outfalls.
 - Trolley trestles in Uniontown – 2
 - 7th Street trestle
 - 9th Street trestle
 - 6th Street trestle
 - 6th Street River Park
 - Transient moorage at 17th
 - City sewer outfalls
 - 14th Street RiverPark
 - Trolley trestles in Alderbrook – 2
 - City sewer pump station 1
 - City sewer lagoon
 - Maritime Memorial Park
 - Mill Pond weir and trestle
 - 10th & 11th Street extensions

- Alderbrook ball field
- East extension of River Trail in Alderbrook Lagoon area
- Port of Astoria - Pier 3 extension of River Trail
- West End Mooring Basin extension of River Trail
- Net Pen trestle at Yacht Club, 1555 W Marine Drive

City staff identified the following potential **community impacts** or concerns about the flood hazard:

- City Staff indicated that the Alderbrook neighborhood, located on Highway 30 on the east end of town, often has flooding issues. Many homes have had water in their basements and some have bridges to their front doors. This neighborhood is only 11 feet above sea level. This neighborhood is particularly vulnerable when high tide on the Columbia coincides with high levels of runoff from the hillsides. The neighborhood has one privately owned dike that is approximately 3-4 feet high.
- City staff also mentioned the need for a shelter located inside City limits should roads or bridges be damaged or become impassable.

Figure 11. Location of Historic High Water – Astoria, Oregon



Source: Google Images and City of Astoria Areas of High Water and Past Slides Map.

- The Aquatic Center and Oregon State University Seafood Labs, located on the south side of Highway 30 are also vulnerable to flood waters.
- Businesses downtown (along Commercial, Marine, Duane, and Exchange Streets) are also vulnerable as they are located between one and four blocks from the Columbia River. This is the site of the majority of the businesses in Astoria.
- Houses located adjacent to streams are also vulnerable to frequent flooding. Public Works indicates that several times a year homes are pumping water out of their basements.
- The embankment along the River, which is located adjacent to the Columbia River, could be considered a flood protection device.
- There are flooding issues on Highway 202 on Young's Bay on the south west side of town as well.
- Clatsop Community College's MERTS campus is vulnerable to floods during dike breaches, high tides, or extensive rainfall. This location has only one evacuation route.

- Clatsop Community College leases a facility in the South County on Highway 101 that could be vulnerable to floods during high tides and storms.

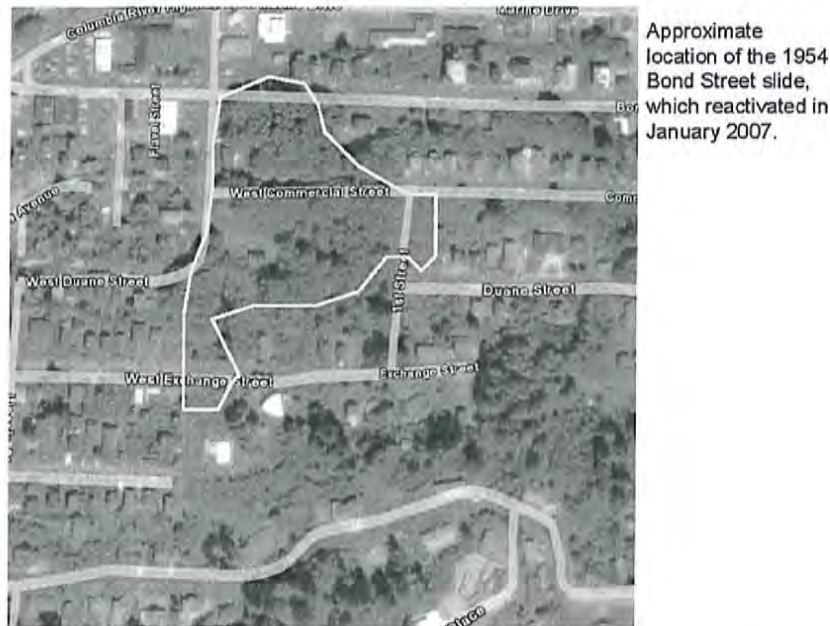
Landslide

Astoria is at risk of landslides because of its location on the hillside above the Columbia River and Young's Bay. The **extent** of the landslide hazard includes most of the residential portions of the City. The City is in the process of completing a LiDAR study with the Department of Geology and Mineral Industries that will identify the **location** of potential landslide hazards in Astoria.

The City of Astoria *Areas of High Water and Past Slides* map originally developed in 1974 and updated as recently as 2008 identifies the **previous occurrences, location and extent** of earth movement in the City of Astoria. Those previous occurrences are summarized below. Note that landslide events are summarized by corresponding map sections A-K:

- Map Section A - a total of 7 slide areas
- Map Section B - a total of 9 small slide areas - the most recent in 1998
- Map Section C - 6 small to medium slides and two large slides.
- One of the large slides, known as the Bond Street slide occurred originally in 1954, and was triggered again in January 2007. This slide continued to move during the development of the Clatsop County Multi-Jurisdictional Natural Hazard Mitigation Plan. Mitigation of the landslide area and infrastructure is a top priority of the City. See Figure 12.

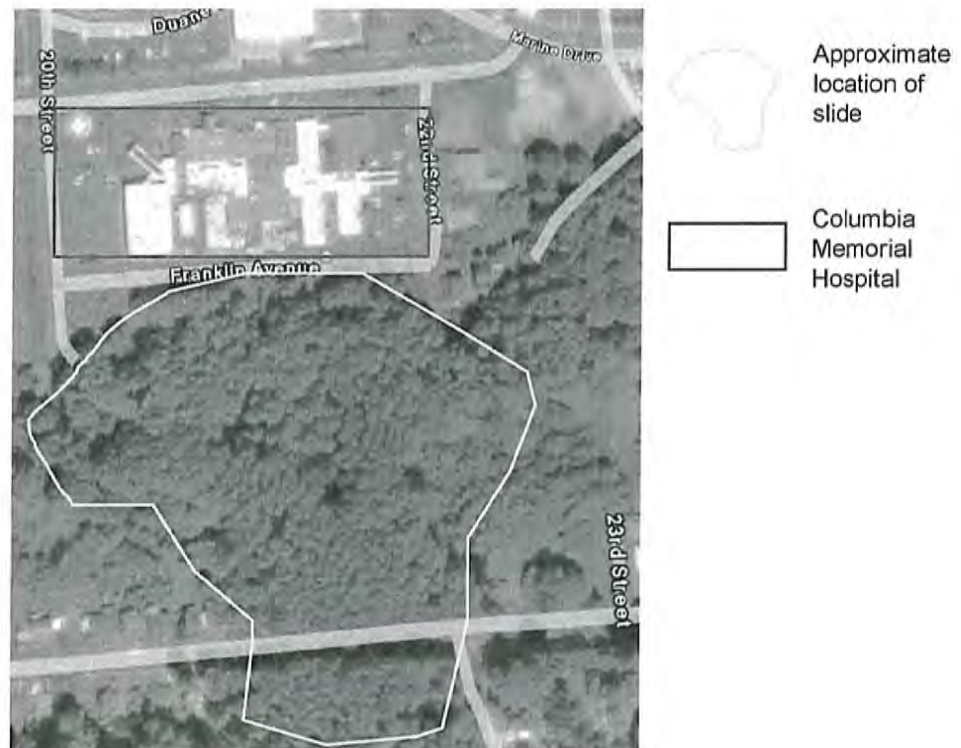
Figure 12. Bond Street Landslide Impact Area – Astoria, Oregon



Source: Google Images and City of Astoria Areas of High Water and Past Slides Map.

- A second and larger slide is approximately bounded by 4th Street on the west, Exchange Avenue on the north, 10th Street on the east, and Irving Avenue on the south. This slide originally occurred in 1905 and continued to creep. In 1991, 1992, and 2006 additional portions slid.
- An area at 5th / 6th and Duane Streets slid in 1991, 1992, 2006, and again in 2012-2013.
- Map Section D - a total of four small slides
- Map Section E - a total of three slides. One large slide located bounded approximately by: Franklin Avenue to the north, 20th-24th Street to the east, north of Jerome Avenue to the south, and 20th Street to the west. The toe of this slide is located just south of the hospital. See Figure 13 below.

Figure 13. Historic Landslide Impact Area – Astoria, Oregon



Source: Google Images and City of Astoria Areas of High Water and Past Slides Map.

- Map Section F – a total of four slides.
- Map Section G – a total of six slides including the Uppertown earth movement dated May 2004 on the map. This slide is approximately bounded by: Lief Erikson Drive to the north, 34th Street to the east, Harrison Avenue to the south, and 31st Street to the west.
- Map Section H – a total of three small slides
- Map Section I – no slides indicated
- Map Section J – one slide located at the intersection of Highway 30 and 53rd Street.

The Clatsop County Multi-Jurisdictional Natural Hazard Mitigation Plan ranked the **vulnerability** of landslides as moderate. The City of Astoria's vulnerability to landslides, however, is high due to location of critical facilities and residential development within landslide prone areas. The County plan also indicates that the **probability** of landslides is high. This probability score would be representative of Astoria as well.

City staff identified the following potential **community impacts** or concerns about the landslide hazard:

- City staff was concerned about water and transportation infrastructure related to the landslide hazard. The re-activation of the Bond Street slide disrupted water infrastructure. The water distribution system is the only water supply for fire protection. Many streets are located along the sides of hills within the City. These streets function as major arteries and also house water and sewer lines. This creates potential risk that could result in the inability to provide effective emergency services.
- As is illustrated in Figure 13 above, Columbia Memorial Hospital is located at the foot of a historic slide.
- Public Works also indicated that areas near the intersection of 38th Street and Franklin Avenue are somewhat unstable.
- Staff indicated that when the City receives multiple days of heavy rain that the excess precipitation can lead to earth movement.
- Stabilization measures have been undertaken along Highway 30 around Tongue Point to help reduce the vulnerability of a slide cutting off Highway 30, which is the major east-west connection between Astoria and Portland.
- Clatsop Community College and City staff indicated that the eastern portions of the Community College may be at risk from landslides.
- Astoria Middle School may also be at risk to landslides.
- City staff suggested a potential mitigation action to improve the storm drainage system in the forested areas on the ridge in Astoria.
- The following issues have been identified in the City's proposed Geologic Hazard and Hillside Development Ordinance:
 1. Since 1950, it is estimated that sixty to seventy homes have been seriously damaged by earth movement. The resulting cost to the various owners is estimated to be between \$500,000 and \$1,000,000. Cost of street and utility repairs is estimated to be over \$2,000,000.
 2. Geological information indicates that the bedding planes under Astoria generally dip toward the south, and that the landslide potential on the south slope (which is mostly undeveloped at present) could be considerable as development increases. Great care should be taken to insure

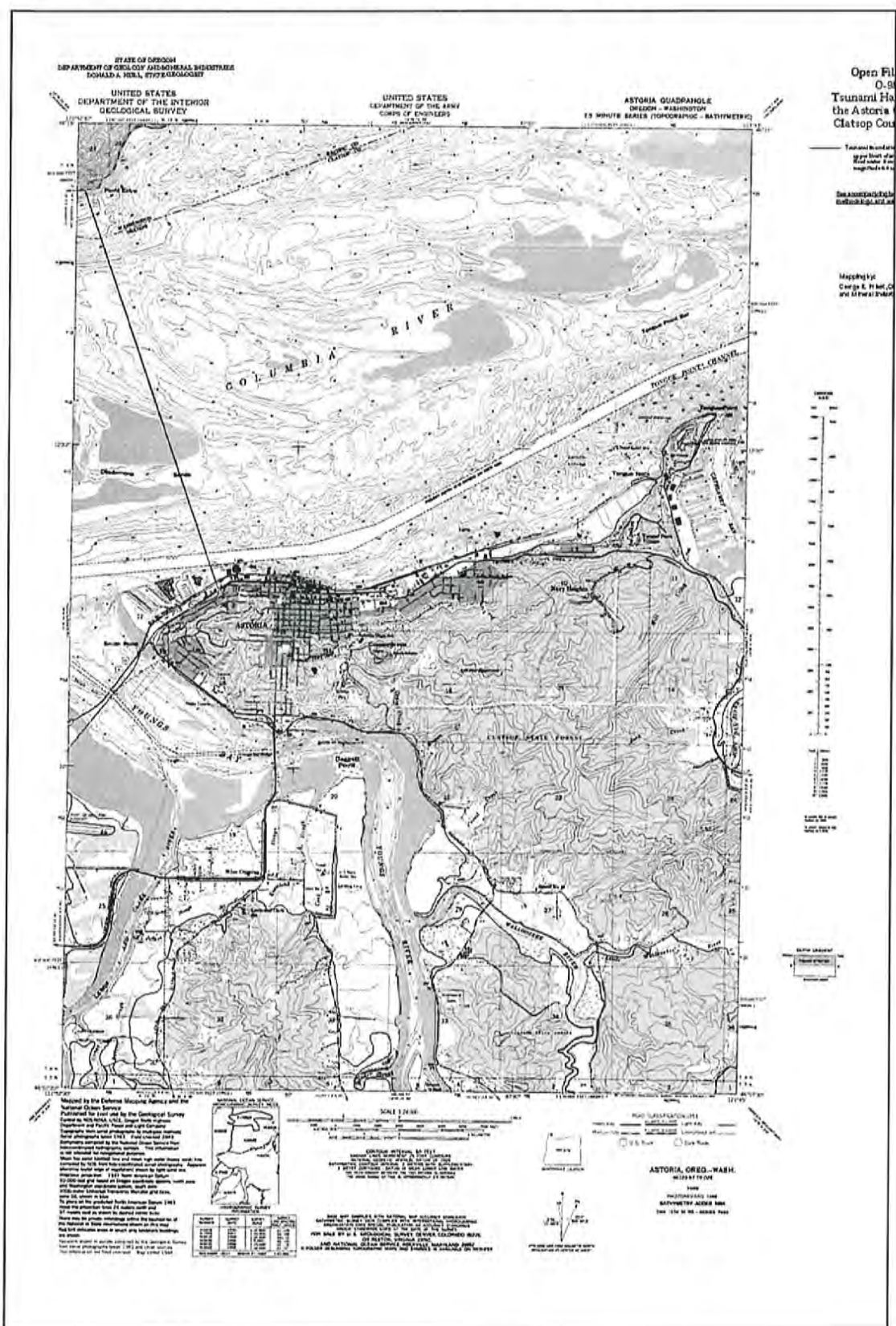
this area does not experience the same problems encountered on the north slope of the City.

Tsunami

Astoria's location along the Oregon Coast makes it susceptible to tsunamis from both near shore (following a Cascadia Subduction Zone earthquake) and distant tsunamis. The **extent** of the tsunami hazard is limited to those areas adjacent to either the Columbia River or Young's Bay.

The following tsunami inundation map illustrates the **location** of the tsunami hazard. This map was developed by the Department of Geology and Mineral Industries in 1995. In 2012-2013, DOGAMI began updating the tsunami hazard mapping for coastal communities. Those maps are nearing completion and should be adopted sometime in ~~2013-3014~~2014-2015. These new maps project a greater area within the City that would be impacted by a tsunami.

Figure 14. Tsunami Inundation Zone – Astoria, Oregon



The Clatsop County Multi-Jurisdictional Natural Hazard Mitigation Plan ranked the **vulnerability** of tsunami as high. The County plan indicates that the **probability** of tsunami is moderate. These scores would be representative of Astoria's risk as well.

City staff identified the following potential **community impacts** or concerns about the tsunami hazard:

- City staff had concerns about community assets (including Police, Fire and Public Works facilities) located to the north of Marine Drive. Tsunami inundation maps indicate that this area is vulnerable to tsunami impact.
- The Fire Department indicated that further studies were needed to better assess the tsunami inundation zone given new technology and wave height modeling software now available.
- The City's tourist based economy and population density are significant issues related to the tsunami hazard.
- Clatsop Community College's South County Center is located in the tsunami inundation zone.

Volcano

The Clatsop County Multi-Jurisdictional Natural Hazard Mitigation Plan does an adequate job of describing the **location, extent, history, probability, vulnerability, and community impacts** of volcanoes in Astoria. The City of Astoria experienced ashfall and debris in the Columbia River as a result of the Mt. St. Helens eruption in 1980. Please refer to the County's plan for additional information on the volcano hazard.

Wildfire

The City of Astoria has urban forests. The urban forest is adjacent to State, County, and private forest that extends for miles east of the City limits. This creates the potential for wildland-urban interface and makes the City vulnerable to wildfire. Also at risk is the City's watershed which is made up of 3,700 acres (Wickiup Mountain) that serves as the City's water source. Clatsop County is currently in the process of developing a Community Wildfire Protection Plan (CWPP) that will further delineate the **location, extent, previous occurrences, probability, vulnerability, and community impacts** of wildfires in Astoria.

Based on the best available data, the **location** of the wildfire hazard in Astoria is the large urban forest located within the City and extending beyond the City limits to the east. The City of Astoria was listed as a Community at Risk during the State Wildfire Assessment. The **extent** of the wildfire hazard is likely limited to the interface areas along Irving Avenue to the north and following the crest of the hillside around to 9th Street on

the western side of town. A wildfire could travel from the urban forest into the neighborhoods on the hillsides.

Since June 2005, Astoria Fire has responded to 36 wildfires: 14 natural vegetation fires, 12 brush fires, 5 fires in cultivated vegetation, 4 forest or wooded fires, and one grass fire.

The Clatsop County Multi-Jurisdictional Natural Hazard Mitigation Plan ranked the **vulnerability** of wildfire as moderate. The County plan indicates that the **probability** of wildfire is high. For the City of Astoria, the **vulnerability** of wildfire is high and the **probability** is moderate.

City staff identified the following potential **community impacts** or concerns about the wildfire hazard:

- City staff had concerns about a wildfire impacting the 3,700 acre watershed that is home to the City's water supply and located 12 miles east.
- The east end of the City is a large urban forest that creates the potential for interface fires.
- During August, September, and January, east winds can blow fires into the City.
- The urban interface has not yet been delineated, but will be completed as the County develops its CWPP.
- Clatsop Community College's MERTS campus is located in a heavily forested area and has a single evacuation route. Buildings at this campus have been sprinkled.
- Clatsop Community College's Jerome Avenue campus is located in a forested area and new and renovated buildings will be sprinkled.

Wind and Winter Storms

The Clatsop County Multi-Jurisdictional Natural Hazard Mitigation Plan addresses wind and winter storms together.

Windstorm

Astoria's location at the mouth of the Columbia River, and close to the Oregon Coast, makes it susceptible to windstorms. The County's plan accurately describes the **location**, **extent**, and **previous occurrences** of windstorms in Astoria. The Clatsop County Multi-Jurisdictional Natural Hazard Mitigation Plan ranked the **vulnerability** of windstorm as high. The County plan indicates that the **probability** of windstorm is high. These scores accurately reflect the vulnerability and probability of windstorms in the City of Astoria.

City staff identified the following potential **community impacts** or concerns about the windstorm hazard:

- City staff indicated that the south slope of the City is more vulnerable than other areas to high winds.
- The urban forest located to the east of the City is also vulnerable to wind damage.
- Pharmacies are an underrated asset following windstorms. Many of the residents of the December 2007 wind storm needed medications and may not have been able to get to the pharmacy.
- Staff raised concerns about emergency power for critical facilities such as shelters, schools, and the community college.
- The City frequently loses power several times each winter. Staff is also concerned about the resiliency of the City's power infrastructure to windstorms and suggested placing portions of the infrastructure underground as a potential mitigation action.
- Emergency notification and communication are always an issue when communication systems are down and the power is out. Lack of redundancy created a lack of communication during the December 2007 wind event.
- Downed trees can block transportation routes and impede the provision of emergency services and can also damage public and private property.
- New construction is being built according to model national building codes. A wind screen at the Hotel Elliot downtown survived the December 2007 windstorm as did new awnings recently installed at the Sears downtown.
- Clatsop Community College's MERTS campus may be vulnerable during a windstorm due to tree blow down across the single evacuation route.

Clatsop Community College's Jerome Avenue campus may be impacted by downed trees. Proposed plans include minimal emergency back-up systems and replacing overhead utilities with underground utilities.

Winter Storm

Astoria's location on both the Oregon Coast makes it susceptible to winter storms. The County's plan accurately describes the **location, extent, and previous occurrences** of winter storms in Astoria. The Clatsop County Multi-Jurisdictional Natural Hazard Mitigation Plan did not rank the **vulnerability** or **probability** of winter storm. City of Astoria staff indicated that the **probability** and **vulnerability** for winter storms is high.

City staff identified the following potential **community impacts** or concerns about the winter storm hazard:

- Travel along the City's steep streets becomes difficult during ice storms.
- Elderly residents may be more directly impacted than other residents during winter storms because of their inability to travel safely to get medications.
- During extended freeze situations, water service lines connected to individual homes can freeze because they are not laid very deep in the ground.
- Staff indicated that there is a need for heated emergency shelters that are available during extended cold weather events.
- Staff is also concerned about the resiliency of the City's power infrastructure to windstorms and suggested placing portions of the infrastructure underground as a potential mitigation action.
- Clatsop Community College's MERTS campus is vulnerable due to its single evacuation route.
- Clatsop Community College's Jerome Avenue campus is replacing aggregate sidewalks with heavily brushed surfaces to reduce the likelihood of slipping.

Action Items

Multi-hazard Requirement §201.6(c)(3)(iv): *For multi-jurisdictional plans, there **must** be identifiable action items specific to the jurisdiction requesting FEMA approval or credit of the plan.*

If the City's risk to a hazard (or hazards) is greater than the County's, then the City must create at least one action item to mitigate that hazard's effects.

The following action items are detailed recommendations for activities that local departments, citizens, and others could engage in to reduce risk. See full action item forms for more information. The starred (***) action items below are the City's top priorities for mitigation actions.

ACTION ITEMS	Lead Agency / Department	Timeframe / Status
Ensure continued compliance in the National Flood Insurance Program (NFIP) through enforcement of local floodplain management ordinances.	Community Development / Certified Flood Manager	On-going
Address repetitive flood loss properties not covered by the	Community Development	On-going

National Flood Insurance Program	/ Certified Flood Manager	
Determine feasibility of becoming a participant in the NFIP's Community Ratings System	Community Development / Certified Flood Manager	2016
Evaluate flood hazards in the Alderbrook Neighborhood	Community Development / Certified Flood Manager	2017
Conduct a seismic and flood vulnerability assessment of all critical facilities and infrastructure in the City. The City Public Safety Building that houses police, fire, EOC, and the 911 dispatch center was brought up to immediate occupancy seismic standards in 2013. Continue efforts to replace aged bridges with newer structures. The Franklin Avenue Bridge was replaced in 2012. The Irving Avenue/19th Street Bridge is scheduled for replacement in 2014-2015.	Public Works Dept.	Irving Avenue Bridge - 2015 Vulnerability assessment - 2017
Re-map the tsunami inundation hazard for the City of Astoria. DOGAMI has developed new maps which are proposed for adoption in 2014-2015.	DOGAMI	2016 - in progress
Determine needs and issues related to tsunami warning systems.	Astoria Police Dept. and Astoria Fire Dept.	2017
Implement an all-hazards education and outreach campaign	Astoria Police Dept. and Astoria Fire Dept.	2017
Identify areas where undergrounding utilities may be appropriate	Public Works Dept.	2018

***Complete LiDAR study to further delineate landslide hazards in Astoria. The LiDAR study was completed in 2011. Implementation of the data results into a geologic hazard ordinance has been in progress.	Public Works Dept. and Community Development Dept.	2017
Improve drainage in forested areas in higher elevations above the City to help reduce the potential for landslides	Public Works Dept.	On-going
Evaluate the vulnerabilities of the water system (including the transmission main, water pipes and dam) and mitigate to ensure disaster resiliency. The Bear Creek Dam Emergency Action Plan was adopted in December 2012. Bear Creek Dam water lines were removed from the face of the dam and relocated below ground to reduce the vulnerability for failure. Maintain and enhance efforts around Community Emergency Response Teams (CERT).	Public Works Dept.	On-going Bear Creek Dam - 2015
Identify shelter locations and adequate equipment and supplies in town.	Astoria Police Dept. and Astoria Fire Dept.	2017
Conduct fuel reduction in the City's watershed and urban forest. City completed a timber harvesting project in 2012. Minimize risk in the City's wildland-urban interface.	Astoria Fire Dept.	2018-2019
Reduce erosion on along Columbia River near the Aquatic Center and Seafood Center. A Shoreline Stabilization Plan was drafted in 2013 and is pending finalization adoption.	Public Works Dept.	2016
Strengthen the high risk seismic deficiencies at Clatsop Community College's Towler Hall. (Completed) Upgrades were completed in 2012. Assess seismic vulnerability to hazardous materials sites	Clatsop Community College	2016

Relocate Public Work's Facilities	Public Works Dept.	2025
Improve public communication infrastructure so that it is less vulnerable.	Astoria Police Dept.	2017
Acquire a Fire Boat	Port of Astoria	2015
Relocate Astoria Fire Department	Astoria Fire Dept.	2025

See Action Item Appendix for detailed action item forms.

Action Items Completed

- Conduct a seismic and flood vulnerability assessment of all critical facilities and infrastructure in the City. The City Public Safety Building that houses police, fire, EOC, and the 911 dispatch center was brought up to immediate occupancy seismic standards in 2013.
- Continue efforts to replace aged bridges with newer structures. The Franklin Avenue Bridge was replaced in 2012.
- Evaluate the vulnerabilities of the water system (including the transmission main, water pipes and dam) and mitigate to ensure disaster resiliency. The Bear Creek Dam Emergency Action Plan was adopted in December 2012. Bear Creek Dam water lines were removed from the face of the dam and relocated below ground to reduce the vulnerability for failure.
- Conduct fuel reduction in the City's watershed and urban forest. City completed a timber harvesting project in 2012.
- Strengthen the high risk seismic deficiencies at Clatsop Community College's Towler Hall. Upgrades were completed in 2012.

Items Completed But Not on Action Item List

The following items were not included in the Action Items in the 2008 adopted Plan but are projects that have been completed to help reduce risks:

- City installed floating reservoir covers on Water Reservoirs 2 & 3 in 2011.
- The City installed a backup SCADA facility at 6th Street and Lexington Avenue in 2013. The existing building was seismically upgraded.

Plan Implementation & Maintenance

The City will utilize the same prioritization process as the County [See Section 4: Plan Implementation and Maintenance of the Clatsop County Multi-Jurisdictional Natural Hazard Mitigation Plan and Appendix D: Economic Analysis of Natural Hazard Mitigation Projects].

The City of Astoria Community Development Department will serve as the convener for the City of Astoria Natural Hazard Mitigation Plan Addendum. The Community Development Department will be responsible for convening the plan committee on a yearly basis to identify new risk assessment data, review status of mitigation actions, identify new actions, and seek funding to implement mitigation actions. The City of Astoria Natural Hazard Mitigation Plan Addendum will be updated every five years.

Plan adopted on October 29, 2008, Resolution No. 08-23.

1st Amendment adopted on June 17, 2013, Resolution No. 13-19.

ⁱ National Weather Service Forecast Office. 2007. <
http://www.wrh.noaa.gov/pqr/climate/ast_clisummary.php>

ⁱⁱ City of Astoria.
<http://www.astoria.or.us/History/AstoriaHistory/tabid/4009/Default.aspx> and
Portland State University Population Projections.

ⁱⁱⁱ United States Census Bureau. 2000. Fact Sheet: Astoria, Oregon.
<www.census.gov>

^{iv} Port of Astoria. 2007.
<<http://www.portofastoria.com/portfacilities/cruise/cruiseinformation/cruiseschedule.html>>

^v United States Census Bureau. 2000. Fact Sheet: Astoria, Oregon.
<www.census.gov>.

^{vi} United States Census Bureau. 2000. Fact Sheet: Clatsop County, Oregon.
<www.census.gov>.

^{vii} City of Astoria. 1992. Land Use and Zoning Map.
<<http://www.astoria.or.us/LinkClick.aspx?fileticket=2CTb0n2N43o%3d&tabid=4040&mid=9832>>

^{viii} City of Astoria. *Departments/Contacts* <<http://www.astoria.or.us>>

* Allan, J. et al. 2005. Dynamic Revetments for Coastal Erosion in Oregon.
http://www.oregon.gov/ODOT/TD/TP_RES/docs/Reports/DynamicRevetments.pdf

^{xi} Astoria's history along the tracks -
<http://homepage.mac.com/cearl/trolley/ahistory.html>