



AGENDA

ASTORIA CITY COUNCIL

MONDAY, December 4, 2017

7:00 PM

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

1. CALL TO ORDER

2. ROLL CALL

3. REPORTS OF COUNCILORS

4. CHANGES TO AGENDA

5. CONSENT

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) Parks Board Minutes
- b) Resolution to Adjust Budget and Transfer Resources to 7th Street Dock Fund to Pay Off 7th Street Dock Loan (Finance)
- c) Oregon Community Foundation Grant (Library)

6. REGULAR AGENDA ITEMS

All agenda items are open for public comment following deliberation by the City Council. Rather than asking for public comment after each agenda item, the Mayor asks that audience members raise their hands if they want to speak to the item and they will be recognized. In order to respect everyone's time, comments will be limited to 3 minutes.

- a) Public Hearing and First Reading: Ordinance Modifying City Code 6.510 Adding additional Towing Authority to Vehicle Seizure and Impound Section (Police)
- b) Library Foundation Goals Resolution (Library)
- c) Water Resolution to Reflect Rate Increase for Watery Customers Outside City Limits (Public Works)
- d) Slow Sand Filter Project Authorization to Award Contract (Public Works)
- e) Wastewater Treatment Plant Headworks Concept Plan – IFA Grant (Public Works)
- f) Authorization to Award Contract to Arbor Care Inc. to Remove and Replace Priority One Hazard Trees (Parks) ***THIS ITEM HAS BEEN POSTPONED TO ANOTHER MEETING DATE***

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

8. EXECUTIVE SESSION

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

THE MEETINGS ARE ACCESSIBLE TO THE DISABLED. AN INTERPRETER FOR THE HEARING IMPAIRED MAY BE REQUESTED UNDER THE TERMS OF ORS 192.630 BY CONTACTING THE CITY MANAGER'S OFFICE AT 503-325-5824.

November 30, 2017

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: ASTORIA CITY COUNCIL MEETING OF DECEMBER 4, 2017

CONSENT CALENDAR

Item 5(a): Park Board Minutes

The minutes for the Parks Board meeting on August 23, 2017 are enclosed for review. Unless there are any questions or comments regarding the contents of these minutes, they are presented for information only.

Item 5(b): Resolution to Adjust Budget and Transfer Resources to 7th Street Dock Fund to Pay Off 7th Street Dock Loan (Finance)

ORS 294.463 provides guidance for the transfer of appropriations within a fund, when authorized by resolution of the governing body.

At the time the budget was originally appropriated, two of the three benefited property owners of the 7th Street Dock reconstruction had paid off their portion of the debt early. The City of Astoria is the remaining benefited property owner and there is a remaining loan life of 7 years. As interest earnings are currently around 1.4% and the interest expense on this loan is 6%, it is of benefit for the City of Astoria to retire this debt early. Staff appropriately budgeted for the resource transfer of the principal funds from Public Works Improvement Fund to 7th Street Dock Debt Service Funds but insufficient resources were transferred to cover the interest required at the normally scheduled payment date in December. An interfund transfer of \$ 1,600 is required from Public Works improvement fund to 7th Street Dock Local Improvement Debt Service Fund in order to provide sufficient resources to retire the loan balance and pay current interest due.

The attached resolution provides for the increase in resource and interest expense in the 7th Street Debt Service Fund and increase in transfer to other funds and reduction of contingency in the Public Works Improvement Fund.

It is recommended that council adopt the attached resolution adjusting resources and appropriations in the 7th Street Dock Local Improvement Debt Service Fund in the amount of \$1,600 and increase the transfer to 7th Street Dock appropriation in the Public Works Improvement Fund in the amount of \$1,600 with a corresponding reduction in contingency.

Item 5(c): Oregon Community Foundation Grant (Library)

Oregon Heritage, a division of Oregon Parks and Recreation Department, awarded 18 grants totaling \$230,000 to organizations across the state for projects that conserve, develop and interpret Oregon's cultural heritage. Projects range from exhibits to oral history and awards range from \$2,000-\$20,000. The Astoria Public Library is a grant recipient in the amount of \$10,850. The funds will continue the work of identifying and preserving the unique items held in the basement which represent over 130 year of Astoria, Clatsop County, and Regional history.

It is recommended that City Council authorize the Mayor to accept the grant on behalf of the City of Astoria.

REGULAR CALENDAR

Item 6(a): Public Hearing and First Reading: Ordinance Modifying City Code 6.510 Adding additional Towing Authority to Vehicle Seizure and Impound Section (Police)

On October 27, 2017, the Astoria Police Department received a noise complaint, concerning a car alarm on a car parked for over 24 hours on Commercial Street adjacent to the Commodore Hotel. The alarm would sound and then reset and sound again. The car was licensed out of state and we were unable to locate the owner. We were unable to address the noise complaint, as there was no provision in the City's ordinance to tow the vehicle. Other cities have enacted ordinances to address this nuisance.

The additional language proposed will provide officers with a tool to abate these nuisances. It is recommended that Council hold a public hearing and consider holding a first reading of the ordinances amending City Code 6.510.

Item 6(b): Library Foundation Goals Resolution (Library)

The Astoria Public Library Foundation is seeking a resolution in support of their ongoing fundraising goal of \$3,500,000. The Foundation has been active in the local community partnering with organizations to raise the visibility of the library while building a foundation for seeking funds from external sources. They have contracted with a professional consultant developing a robust fundraising plan. This resolution will provide them a powerful tool highlighting Council support for a library worthy of the citizens of Astoria. It will feature prominently within a professionally developed fundraising packet as they seek larger donations from within and beyond the local community.

It is recommended City Council consider the resolution.

Item 6(c): Water Resolution to Reflect Rate Increase for Watery Customers Outside City Limits (Public Works)

The City of Astoria owns and operates a waterworks and water distribution system that consists of water treatment, storage and distribution. Users of the water system are charged rates that reflect costs of ownership and operation of the water system as a public utility. Although owned by and operated primarily for

the citizens of Astoria, the system also provides water to water districts and customers outside the Astoria City limits.

As described in Resolution No. 17-17, water customers outside the City limits are charged an additional 10%. The additional 10% charge was implemented in 1984 and has not been adjusted since that time. Prior to 1984, there was an additional 50% charge for water customers outside the City limits.

The current City of Astoria Water Distribution Plan recommends the outlying water districts be required to implement actions to improve the City's efficient use of the transmission pipeline to meet daily demands instead of peak hour needs. Most of the recommended requirements are related to accurate accounting and reporting; however, there is a key recommendation for infrastructure improvements that would require each of the districts to install reservoir storage for peak hour needs and fire flows. To date, the City has opted to continue operation and maintenance as established rather than putting this burden on the water districts.

The current City of Astoria Water Supply Master Plan recommends the City install a clearwell tank at the headworks to increase the capacity of the plant, improve disinfection, and improve operational flexibility. Preliminary planning is underway for developing a scope, cost and funding strategy for construction of a clearwell and initial discussions expect the cost to range from \$1-2 million. In consideration of water system infrastructure needs as well as operation and maintenance burdens as a result of serving water customers outside city limits, Staff presented a proposed rate increase for these customers at the November 6, 2017 City Council meeting. Council provided Staff with direction to prepare an updated Water Resolution that reflects an increase of 2.5% increasing the percentage rate for out-of-city-limits customers from 10% to 12.5% on July 1, 2018.

The funds obtained from this increase will be focused on capital improvement projects and maintenance/operations at the water system headworks.

It is recommended that City Council consider the revised Water Resolution to update the water rate for customers outside the City limits.

Item 6(d): Slow Sand Filter Project Authorization to Award Contract (Public Works)

The four slow sand filters at the City's water supply system need to be replenished with new sand media in order to properly treat our drinking water. The slow sand filter was last re-sanded in 2010-2011 at a cost of \$898,604.46. The sand filters will be resanded in order of need. While one filter is out of service, the remaining three cells will provide adequate capacity to deliver the City's normal demand for treated drinking water. The project also includes replacing the upper portion of the slow sand filter cell liners. The project plans also include a concrete curb around the perimeter of each cell to keep dirt and rocks from the roadway from getting into the water. The construction phase of the project will take at least 24 months, with construction to start mid-late December of this year.

On September 18, 2017, City Council authorized staff to solicit bids for the project. The following competitive bids were received on November 17th:

Contractor	Bid
Big River Construction Inc.	\$1,937,430.00
James W. Fowler Co.	\$2,197,470.00

The low bid was above the \$1,600,000 project budget, therefore per *Oregon Revised Statute 279C – 340 Contract Negotiations*, staff negotiated with the low bidder to bring the contract within the City's project budget. After removing the proposed concrete curbing bid items for all four cells the bid was adjusted down to \$1,499,489.10. As work progresses, the Cell 4 liner will be added back into the project if cost saving measures result in the ability to fund the work within the project budget. Staff will bring a change order for Council consideration if this option becomes feasible.

Over the past 5 fiscal years, the City has been reserving funds in the amount of \$200,000 per fiscal year for this project. As of July 1st FY 2017-2018 (current budget) the fund had a balance of \$1,000,000. With the accumulation of funds at a rate of \$200,000 per fiscal year throughout the duration of the project (FY17-18, FY18-19 and FY19-20), funds in the amount of \$1,600,000 will be available.

It is recommended that the City Council authorize the award of a contract to Big River Construction Inc. in the amount of \$1,499,489.10 for the Slow Sand Filter Resanding Project.

Item 6(e): Wastewater Treatment Plant Headworks Concept Plan – IFA Grant (Public Works)

The 2012 Wastewater Facilities Plan for the City's Wastewater Treatment Plant (WWTP) identified the need for a new headworks to provide improved flow measurement, screening and grit removal to minimize accumulation of materials in the treatment lagoons and improve treatment capacity. Since that time, flow characteristics of the incoming flow has changed particularly in the drier summer months. There has been an increasing number of restaurants and breweries in the City that are discharging concentrated loads to the sewer system. The cumulative effect of these industries has an impact on the flow into the WWTP. Compounding this issue is the Combined Sewer Overflow (CSO) reduction program.

A concept design is needed to define the project beyond what was provided in the facility plan so a capital improvement project can be budgeted and scheduled for future design and construction. This planning effort is the first step towards understanding the current system limitations and mapping out a path towards continued compliance at the WWTP.

On September 18, 2017 Council authorized Staff to submit a Business Oregon Infrastructure Finance Authority (IFA) application for a \$20,000 technical assistance grant to cover a portion of the cost for a concept design that is estimated to cost a total of \$26,100. The City was awarded a \$20,000 grant from IFA. The estimated remaining \$6,100 is budgeted in the Public Works Improvement Fund.

It is recommended that Council approve the Business Oregon Infrastructure Finance Authority Financing Contract grant in the amount of \$20,000 towards preparation of a Wastewater Treatment Plant Headworks Concept Plan.

Item 6(f): Authorization to Award Contract to Arbor Care Inc. to Remove and Replace Priority One Hazard Trees (Parks)

Through the Parks Master Planning process, citizen outreach strongly indicated that trees in Astoria Parks are of high importance. This valuation was reflected in feedback from park users who desire a high level of care and maintenance dedicated to trees and resulted in recommendation 6.2 “survey, inventory, and develop maintenance guidelines for all tree and plant species”. To facilitate this recommendation, in 2016, City Council approved a contract with ArborPro to inventory and evaluate all trees on Parks properties.

While we were gratified to learn that the vast majority of our trees, over 1,500, are in good, safe condition; the inventory also brought to our attention the fact that there is a relatively small portion of trees that pose a hazard to the public or infrastructure and should be removed.

The levels of risk associated with each hazard tree is delineated into Priority 1, 2, and 3, based off of a combination of the likelihood of the tree to fall, the likelihood of it hitting something of value (person or property), and the tree’s overall condition and position. Using the tree inventory as a guide, staff was able to generate a solicitation for bids to remove all Priority 1 trees (trees presenting a substantial risk).

Acting as good stewards of our natural resources, staff directed bidders responding to the solicitation to provide the cost of replanting a new tree in the same or similar location, at a ratio of 1:1 for each removal. This method will ensure that the City of Astoria’s parks and green-spaces are being replenished with new trees as our older species age or fail and require removal. A Solicitation for Bids was advertised in the Daily Astorian and Parks and Recreation Department staff contacted several local and regional arborist companies. The sole respondent to this solicitation, Arbor Care Inc., provided a detailed bid of \$30,000 to remove and replace all Priority 1 trees throughout Parks properties. If approved, work will commence this winter and be completed by spring.

A detailed listing of each specific tree to be removed and its replacement species is provided in the packet. The Hazardous Tree Solicitation for Bids and bid provided by Arbor Care Inc are attached.

Funds are currently available in the Capital Improvement Fund to complete this work as part of implementing the Parks and Recreation Comprehensive Master Plan. However, discussions have taken place about utilizing the budgeted Capital Improvement Funds allocated to implement the Parks and Recreation Comprehensive Master Plan for other projects such as a Combined Recreation Center Feasibility Study or an Ocean View Cemetery Master Plan. Neither will be possible this fiscal year if City Council wishes to remove and replant Priority 1 trees. Although accomplishing these planning recommendations would provide benefits for the future of the Parks and Recreation Department, addressing safety concerns is of higher importance. Further, the Parks and Recreation Department is in the process of rebuilding and stabilizing core services, the City has other large planning and development projects it is focusing on, and the timeframe identified by the Parks and Recreation Comprehensive Master Plan to implement the Combined Recreation Center Feasibility Study is 6-9 years and it is staff’s recommendation to focus and reevaluate basic services at Ocean View Cemetery before investing in a future planning.

City Attorney Henningsgaard has approved the contract to form.

It is recommended that City Council authorize the City Manager to enter into a contract with Arbor Care to remove and replant Priority 1 trees and staff strongly advocate that this work be undertaken as quickly as possible to minimize the potential risk these trees present.

EXECUTIVE SESSION

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

Parks Advisory Board Meeting Minutes August 23, 2017

Chairperson Norma Hernandez called meeting to Order at 6:46 am.

Present- Norma Hernandez, Jessica Schleif, Andrew Fick, Eric Halverson, Jim Holen, Aaron Crockett, and Michele Tompkins.

Absent- Howard Rub.

Staff- Angela Cosby, Terra Patterson, and Dana King.

Public comments

1. There were none.

Approval of Minutes

- A. June minutes were unanimously approved.
- B. July minutes were approved with the following correction: The movie event raised \$1,000, not \$11,000.

President Hernandez

1. What do you hear- Michele Tompkins heard that a lifeguard took time to help a child who was afraid to swim. Jim Holen heard that adults would like recreational basketball teams. Director Cosby said a basketball league would need officials to referee the games. The Board and Staff shared ideas for spreading the word about getting a league started. President Hernandez said several of her friends and businesses in the community gave money to sponsor the movie night. Director Cosby confirmed for Ms. Tompkins that the Public Works Department would be working on the lower half of Cathedral Tree Trail for about a week. Andrew Fick heard from families new to Astoria that they appreciated the parks. He also heard from people who were concerned about safety on the Riverwalk. Jessica Schleif said she had heard similar comments. The Board and Staff discussed problems with alcohol, harassment, fighting, marijuana, and issues that limit the Police Department's effectiveness. Ms. Schleif heard complaints about the use of herbicides at Smith Point. Director Cosby said that on July 1st, Oregon Department of Transportation (ODOT) took over maintenance of the roundabout.

Employee Recognition

- A. Terra Patterson recognized Dana King as the August employee of the month. Ms. King said her biggest challenge was getting all of her work done during her part-time hours.

Old Business

- A. Jim Holen gave a brief update on upcoming Parks Foundation meetings and fundraisers.
- B. Director Cosby updated the Board on Staff's efforts to implement the Parks and Recreation Master Plan. The work would start up again in the winter once the Parks Department is fully staffed.

New Business

- A. Director Cosby gave an update on staffing. Some positions were filled in July and Staff continues to work towards filling the rest of the open positions. She answered questions about recruitment tools the City uses for various positions.

Staff Reports

Staff reports and a list of upcoming events were presented to the Board as part of the agenda packet. Director Cosby noted that fees at Port of Play would be increasing and regular users would be able to get a monthly pass soon.

Non-Agenda/Miscellaneous Business

1. The Board and Staff discussed the recent City Council meeting, where several Parks Department issues were addressed.
2. Director Cosby answered questions about the Scandinavian association.
3. President Hernandez reminded there would be no meeting in September. She thanked board members for their dedication over the last year.
4. Director Cosby announced the department was still looking for a youth flag football official.
5. The Board and Staff discussed getting sponsors for the Regatta Run and other events that were cut.

Next meeting will be held Wednesday, October 25, 2017 at 6:45 am at City Hall in City Council Chambers.



CITY OF ASTORIA
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Date November 21, 2017

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM: BRETT ESTES, CITY MANAGER

SUBJECT: ADJUSTMENT FOR PAYOFF – 7TH STREET DOCK LOAN

DISCUSSION/ANALYSIS

The 7th Street Dock Local Improvement Debt Service Fund was established by Resolution No. 99-21, adopted by the City Council on July 6, 1999. The fund accounts for a State of Oregon Economic Development Department debt service requirement utilized for the reconstruction of the 7th Street Dock. Fund resources have been derived from installment payments made by benefited property owners as assessed by Ordinance No. 99-10, adopted by the City Council on May 17, 1999 and associated interest earnings. The benefitted properties were Number 10 6th Street, Bornstein Seafood and the City of Astoria.

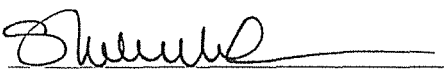
IFA Loan # L98005 is a 25 year loan with an interest rate of 6.00%. Payments began December 1, 1999. Number 10 Sixth Street and Bornstein Seafood have paid off their assessments, making it possible to retire the debt in FY 2017-2018.

The current total principal due is \$78,604.45 with interest due of \$ 4,716.27. The total pay off amount is \$83,320.72. The proposed budget for FY 17-18 anticipated a payoff earlier in the year and is not adequate to cover the current interest payment due at payoff. Additional appropriation of \$1,600 is required to pay off the principal and interest due. An increase of \$1,600 is required to add to the Public Works Improvement Fund transfer to the Debt Service Fund of 7th Street Dock Local Improvement Debt Service Fund resources.

The attached resolution provides for the increase in resource and interest expense in the 7th Street Dock Fund and the increased transfer to 7th Street Dock Fund from Public Works Improvement Fund with reduction of contingency.

RECOMMENDATION

It is recommended that Council consider adopting the attached resolution adjusting resources and appropriations in the 7th Street Dock Local Improvement Debt Service Fund in the amount of \$1,600 and increasing transfer to 7th Street Dock appropriation from the Public Works Improvement Fund in the amount of \$1,600 with a corresponding reduction in contingency.

By: 
Susan Brooks, CPA
Director of Finance & Administrative Services

Resolution No. 17

A RESOLUTION TO AUTHORIZE AN ADJUSTMENT OF APPROPRIATIONS WITHIN AND BETWEEN FUNDS.

WHEREAS, ORS 294.463(1), authorizes the City Council to transfer appropriations within and between funds and,

WHEREAS, in accordance with ORS 294.463(4), the City Council may make appropriations to accommodate circumstances that were not foreseen at the time the budget was adopted, and

WHEREAS, adjustments are needed for the FY 2017-18 budget, and

WHEREAS, an increase of appropriations in the amount of \$1,600 is needed for principal and interest in the 7th Street Dock Local Improvement Debt Service Fund, and

WHEREAS, an increase for the transfer from the Public Works Improvement Fund to the 7th Street Dock Local Improvement Debt Service Fund is needed to supplement the payment for the 7th Street Dock reconstruction loan, and

WHEREAS, this expenditure was not anticipated when the FY 2017-18 budget was prepared,

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

Section 1. That an adjustment of \$ 1,600 in resources is hereby transferred from Public Works Improvement Fund to the 7th Street Local Improvement Debt Service Fund for the retirement of the 7th Street Dock Loan.

<u>7th Street Debt Service Fund # 267</u>	<u>Existing</u>	<u>Change</u>	<u>Adjusted</u>
Beginning Fund Balance	\$ 51,400	0	\$ 51,400
Interest	60	0	60
Transfer from Other Funds	<u>30,390</u>	<u>1,600</u>	<u>31,990</u>
Total Resources	\$ 81,850	\$ 1,600	\$ 83,450
Debt Service			
Principal	78,610	0	78,610
Interest	3,150	1,600	4,750
Ending Fund Balance	<u>90</u>	<u>0</u>	<u>90</u>
Total Requirements	\$ 81,850	\$ 1,600	\$ 83,450

Section 2. That an Interfund adjustment of \$1,600 is hereby made to increase the transfer to 7th Street Debt Service Fund from the Public Works Improvement Fund and reduce contingency of the Public Works Improvement Fund. There is no change to resources or the total requirements for this fund.

<u>Public Works Improvement Fund # 176</u>	<u>Existing</u>	<u>Change</u>	<u>Adjusted</u>
Materials and Services	\$ 1,000,000	0	\$ 1,000,000
Capital Outlay	284,400	0	284,400
Debt Service	691,780	0	691,780
Transfer to Other Funds	234,390	1,600	235,990
Contingency	<u>129,350</u>	<u>(1,600)</u>	<u>127,750</u>
Total Requirements	\$ 2,339,920	\$ 0	\$ 2,339,920

ADOPTED BY THE CITY COUNCIL THIS _____ DAY OF _____, 2017.

APPROVED BY THE MAYOR THIS _____ DAY OF _____, 2017

Mayor

ATTEST:

City Manager

ROLL CALL ON ADOPTION

YEA NAY ABSENT ABSTAIN

Councilor

Nemlowill

Brownson

Price

Jones


Mayor LaMear



CITY OF ASTORIA
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November 27, 2017

MEMORANDUM

TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: OREGON HERITAGE COMMISSION GRANT

DISCUSSION/ANALYSIS

The Astoria Public Library is the recipient of a grant in the amount of \$10,850. The grant will assist with the ongoing work of identifying, preserving, and location determination for items held within the basement. The grant requires a match of funds or in-kind staff and volunteer hours. The grant was submitted with the intent of matching with staff and volunteer hours. The grant will allow for engaging a professional Archivist to assess items with a goal of developing a collection plan which will assist with preservation of these unique items representing over 130 years of Astoria, Clatsop County, and Regional history.

The archivist will also train a team of staff and volunteers on the proper identification, cataloging, and preservation needs of the collection. The grant will also allow for purchase of archival storage materials. Grant funds allow for hiring of a local historian to further refine the work began by John Goodenberger and his students. The grant agreement has been reviewed by our City Attorney and found acceptable. Grant funds must be expended by April 2019.

RECOMMENDATION

It is my recommendation City Council authorize the Mayor to accept the grant on behalf of the City of Astoria.

Submitted By 
Jimmy Pearson, Library Director

Grant Agreement
2017 Heritage Commission Grant (OHC-17-02)

This Agreement is made and entered into, by and between, the State of Oregon, acting by and through Oregon Parks and Recreation Department (OPRD), Heritage Programs, hereinafter referred to as the "State" and:

Astoria Public Library
450 10th St
Astoria, OR 97103

or designated representative, hereinafter referred to as the "Grantee."

1. **GENERAL PURPOSE:** The general purpose of this agreement is: to undertake the heritage-related project as detailed in Attachment A.
2. **AGREEMENT PERIOD:** The effective date of this Agreement is the date on which it is fully executed by both parties. Unless otherwise terminated or extended, the Project shall be completed on 4/30/2019
3. **AGREEMENT COSTS:** The State agrees to pay the Grantee a maximum of \$10,850 for costs authorized by this agreement.
4. **AGREEMENT DOCUMENTS: Included as Part of this Agreement are:**
Attachment A: Scope of Work
Attachment B: Standard Terms and Conditions
5. **SIGNATURES:**

In witness thereof: the parties hereto have caused this Agreement to be properly executed by their authorized representatives as of the last date hereinafter written.

GRANTEE:

Signature, Authorized Representative

Date

Name and Title of Signer (Type or Print)

STATE:

Christine Curran, Deputy State Historic Preservation Officer
OPRD Heritage Programs

Date

Attachment A -- Scope of Work

2017 Heritage Commission Grant (OHC-17-02)

Grantee: Astoria Public Library

Grant Amount: \$10,850 Match Amount: \$10,960 Estimated Overmatch: \$0

Project Summary: Organize and develop a plan for the placement, storage and care of the archival collection at the Astoria Public Library.

The grant funds and matching local contributions will be used to accomplish the work items detailed in the Budget and Work Description sections that follow. OPRD Heritage Programs staff must approve any changes to this Scope of Work.

PROPOSED BUDGET

1. Collections

Materials & Equipment	\$2,000
Travel	\$1,387
Contractor	\$7,462
Volunteer time	\$4,068
Staff time	\$6,893
Total	<u>\$21,811</u>
Total Project Budget	<u>\$21,811</u>

WORK DESCRIPTION

1. Collections \$21,811

Products:

Organize and develop a plan for the placement, storage and care of the archival collection at the Astoria Public Library.

- Identify materials
- Select and transfer, if needed, items to the appropriate repository
- Rehouse items in archival quality materials
- Catalog items to remain at the library

Standards and Provisions:

To collect, organize, catalog, and index documents, manuscripts, photographs, oral histories, and historical documentary materials relating to the history of public and private sources.

All work must follow professional museum standards.

- Any changes to the work plan proposed in the application must be submitted to and approved by Oregon Heritage, OPRD, before that work can begin.
- Any purchases or contracts for services over \$10,000 should follow appropriate procurement procedures, including obtaining at least three estimates.
- All projects follow professional standards for libraries, museums or archives.
- Pictures of activities like people organizing, cataloging, storing collections are required for reimbursement. Digital images of 300dpi are required.

Attachment B

Standard Terms and Conditions – Heritage Commission Grants

1. **Authority:** ORS 358.590(3) authorizes the Oregon Heritage Commission to expend funds for Oregon Heritage projects throughout Oregon.
2. **Work Plan Approval:** Prior to commencing the project described in Attachment A, Grantee shall receive approval on a final work plan from the State.
3. **Amendments:** This Agreement may be amended only by a written amendment to the Agreement, executed by the parties.
4. **Compliance with Workers Compensation Laws:** All employers, including Grantee, that employ subject workers who provide services in the State of Oregon shall comply with ORS.656.017 and provide the required Worker's Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included.
5. **Statement of Support:** All publicity, visual or oral, for this project shall be accompanied by the following statement: *"This project is supported in part by a grant from the Oregon Heritage Commission and Oregon Parks and Recreation Department."* A sign to that effect, provided by the State, may be required on the project site as well.
6. **Reporting:** Grantee shall submit written progress reports and a final report as described in the grants manual and on forms provided by State.
7. **Grant Payments:** Grant funds are awarded by State on a reimbursement basis and only for the Project described in Attachment A, Project Overview. OPRD shall pay Grantee upon OPRD's approval of Grantee's invoices submitted to OPRD for completed services and deliverables, but only after OPRD has determined that Grantee has completed, and OPRD has accepted, the invoiced services. Advance payments may be provided under conditions outlined in the grant guidelines. In addition to the reimbursement requested upon completion of the Project, Grantee may request a mid-Project reimbursement for costs accrued to date.
 - a. **Invoices and Payments:** Invoices must include OPRD's grant agreement number. Grantee shall submit invoices requesting payment to OPRD's Contract Administrator for approval or as may be otherwise designated through written notice.
8. **Records Administration:** The Grantee shall maintain all records necessary to properly account for the payments made to the Grantee for costs authorized by this Agreement. These records shall be retained by the Grantee for at least six years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Grantee agrees to allow State auditors, and State Agency Staff, access to all the records related to this Agreement, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
9. **Tax Obligations:** Grantee will be responsible for any federal or state taxes applicable to payments under this Agreement.
10. **Contribution:** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the Grantee (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantee in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the Grantee on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the Grantee is jointly liable with the State (or would be if joined in the Third Party Claim), the Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantee on the one hand and of the State on the other hand shall be

determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

Grantee shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.

11. **Governing Law:** The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
12. **Repayment:** In the event that the Grantee spends grant funds in any way prohibited by state or federal law, or for any purpose other than the completion of the project, the Grantee shall reimburse the State for all such unlawfully or improperly expended funds. Such payment shall be made within 15 days of demand by the State.
13. **Termination:** This contract may be terminated by mutual consent of both parties, or by either party upon a 30-day notice in writing, delivered by certified mail or in person to the other party's contact identified in the Agreement. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination. Full credit shall be allowed for reimbursable expenses and the non-cancelable obligations properly incurred up to the effective date of the termination.
14. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, Agreements, or representations, oral or written, not specified herein regarding this Agreement. The Grantee, by signature of its authorized representative on the Agreement, acknowledges that the Grantee has read this Agreement, understands it, and agrees to be bound by its terms and conditions."



CITY OF ASTORIA
POLICE DEPARTMENT

DATE: Thursday, November 16, 2017

M E M O R A N D U M

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

**SUBJECT: PUBLIC HEARING: ORDINANCE MODIFYING CITY CODE 6.510 ADDING
ADDITIONAL TOWING AUTHORITY TO VEHICLE SEIZURE AND
IMPOUNDMENT SECTION**

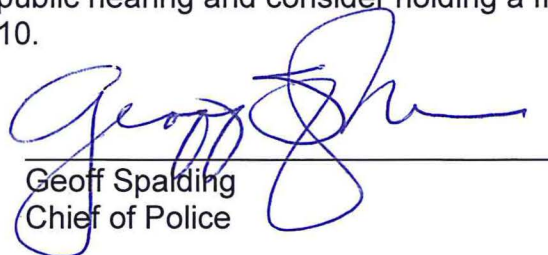
DISCUSSION/ANALYSIS

On October 27, 2017, the Astoria Police Department received a noise complaint, concerning a car alarm on a car parked for over 24 hours on Commercial St. adjacent to the Commodore Hotel. The alarm would sound and then reset and sound again. The car was licensed out of state and we were unable to locate the owner. We were unable to address the noise complaint, as there was no provision in the City's ordinance to tow the vehicle. Other cities have enacted ordinances to address this nuisance.

The additional language proposed will provide officers with a tool to abate these nuisances. Attached is a draft ordinance for Council consideration.

RECOMMENDATION

It is recommended that Council hold a public hearing and consider holding a first reading of the ordinance amending City Code 6.510.



Geoff Spalding
Chief of Police

ORDINANCE NO. 17-_____

AN ORDINANCE REVISING ORDINANCE 6.510 RELATING TO TOWING AUTHORITY

THE CITY OF ASTORIA DOES ORDAIN AS FOLLOWS:

Section 1. **Revision of Astoria City Code 6.510** Astoria City Code section 6.510 is revised to read as follows:

6.510 Seizure and Impoundment. The following motor vehicles are declared nuisances and are subject to seizure and impoundment

A. Motor vehicles operated by a person who is in violation of ORS 813.010, driving while under the influence of intoxicants; or

B. Motor vehicles operated by a person who is without driving privileges in violation of ORS 807.010 (Driving without a drivers license), or his/her driving privileges have been canceled, suspended or revoked under provisions of Chapter 809 or the Oregon Vehicle Code or ORS 811.175; or Page 6 - 26 6.510 Astoria Code 6.550

C. Motor vehicles operated by a person in violation of the Oregon Financial Responsibility Laws, as described in ORS 806.010 and 806.012.

D. Motor Vehicles within which an alarm device or horn is activated continuously, intermittently or repeatedly and a police officer is unable to locate the owner of the vehicle within 20 minutes from the time of arrival at the vehicle's location.

Section 2. **Effective Date.** This ordinance shall become effective 30 days after its adoption.

ADOPTED BY THE CITY COUNCIL THIS 4TH DAY OF DECEMBER 2017
APPROVED BY THE MAYOR THIS 4TH DAY OF DECEMBER 2017

Mayor

ATTEST:

City Manager
ROLL CALL ON ADOPTION
Councilor Nemlowill
 Brownson
 Price
 Jones
 Mayor LaMear

YEA NAY ABSENT



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

November 28, 2017

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: **ASTORIA PUBLIC LIBRARY FOUNDATION RESOLUTION**

DISCUSSION/ANALYSIS

The Astoria Public Library Foundation is seeking a resolution in support of their ongoing fundraising goal of \$3,500,000. The Foundation has been active in the local community partnering with organizations to raise the visibility of the library while building a foundation for seeking funds from external sources. They have contracted with a professional consultant developing a robust fundraising plan. This resolution will provide them a powerful tool highlighting Council support for a library worthy of the citizens of Astoria. It will feature prominently within a professionally developed fundraising packet as they seek larger donations from within and beyond the local community.

RECOMMENDATION

It is recommended City Council consider the resolution.

Submitted By 
Jimmy Pearson, Library Director

RESOLUTION 17 - ____

WHEREAS, The Astoria Oregon Public Library foundation is an independent, tax-exempt organization formed and led by volunteers; and

WHEREAS, The Foundation's goal is to raise resources for and assist the City in the renovation of our public library; and

WHEREAS, The foundation has raised nearly \$100,000 in capacity building grants and donations to begin work; and

WHEREAS, The City has earmarked approximately \$1.5million for the renovation, which will not require increased taxes or new debt; and

WHEREAS, The Foundation has pledged to raise \$3.5 million more from local and other sources; and

WHEREAS, The Foundation has developed a strategic funding plan to reach the goal of \$3.5 Million to be raised or pledged by December 31, 2019; and

WHEREAS, The Foundation's board believes that contributions of whatever amount from as many Astoria residents as possible – young and old – will be essential in encouraging larger funding sources.

THEREFORE, The City of Astoria hereby acknowledges and approves the goals of the Library renovation as expressed by the citizens of Astoria in the 2013 Needs Assessment and affirmed by both the Foundation and the Library Advisory Board, namely that

The Foundation and the City want a Library:

- With greatly expanded public access to digital information and technology;
- With spaces, material and programs for youth from toddlers to teens;
- That will be a cultural hub, a place to convene and converse about the questions of the day;
- That will be a connector with the community;
- That will draw more people to the area, with the spillover effect of revitalizing Duane Street;
- That will be filled with natural light and comfortable spaces, with places for conversations, small meetings, places to study alone and places to collaborate;
- With all library services accessible to everyone in the community, not just those able to climb stairs;
- With an electrical system that will support the media of today and the future;
- That celebrates and expands access to Astoria's past and the library's rich historic collection;

- And, above all, that will be a place of inspiration and aspiration for Astorians for all ages, all backgrounds, all abilities, and all interests.

ADOPTED BY THE COMMON COUNCIL THIS 4TH DAY OF DECEMBER 2017.

APPROVED BY THE MAYOR THIS 4TH DAY OF DECEMBER 2017.

Mayor

ATTEST:

City Manager

ROLL CALL ON ADOPTION	YEA	NAY	ABSENT
Councilor Nemlowill			
Brownson			
Price			
Jones			
Mayor LaMear			



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

November 27, 2017

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: **WATER RESOLUTION - REVISED TO REFLECT RATE INCREASE FOR
WATER CUSTOMERS OUTSIDE CITY LIMITS**

DISCUSSION/ANALYSIS

The City of Astoria owns and operates a waterworks and water distribution system that consists of water treatment, storage and distribution. Users of the water system are charged rates that reflect costs of ownership and operation of the water system as a public utility. Although owned by and operated primarily for the citizens of Astoria, the system also provides water to water districts and customers outside the Astoria City limits.

As described in Resolution No. 17-17, water customers outside the City limits are charged an additional amount. Item (4) of Section 5.01 describes the charges for these water customers:

(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.

The additional 10% charge was implemented in 1984 and has not been adjusted since that time. Prior to 1984, there was an additional 50% charge for water customers outside the City limits.

There are several standard costs that justify a basis for rate differentials between inside and outside City limit customers and are recognized by the American Water Works Association (AWWA). There are also a variety of additional direct costs specific to Astoria's system associated with serving outside-of-City customers such as additional infrastructure outside City limits and increased travel time for operation and maintenance of this infrastructure.

The current City of Astoria Water Distribution Plan recommends the outlying water districts be required to implement actions to improve the City's efficient use of the transmission pipeline to meet daily demands instead of peak hour needs. Most of the recommended requirements are related to accurate accounting and reporting; however, there is a key recommendation for

infrastructure improvements that would require each of the districts to install reservoir storage for peak hour needs and fire flows. To date, the City has opted to continue operation and maintenance as established rather than putting this burden on the water districts, which comes at a cost.

The current City of Astoria Water Supply Master Plan recommends the City install a clearwell tank at the headworks to increase the capacity of the plant, improve disinfection, and improve operational flexibility. A clearwell is an important improvement for the City water system that would be recommended even if there were no water customers outside City limits. However, lack of storage within the individual water districts will result in a larger clearwell structure at the City's headworks. Preliminary planning is underway for developing a scope, cost and funding strategy for construction of a clearwell and initial discussions expect the cost to range from \$1-2 million.

In consideration of water system infrastructure needs as well as operation and maintenance burdens as a result of serving water customers outside city limits, Staff presented a proposed rate increase for these customers to City Council at their meeting on November 6, 2017. Council provided Staff with direction to prepare an updated Water Resolution that reflects increasing the additional percentage rate for out-of-city-limits customers from 10% to 12.5% on July 1, 2018. This delayed implementation will allow time for planning and budgeting for these customers. Staff will continue to work on quantifying the expenses associated with providing service to customers outside City limits, which may include securing funding for further rate analysis. Results from these analyses will be presented to Council prior to any future rate increase proposals in subsequent years for these customers.

The 2.5% increase is expected to provide an estimated additional \$12,500 to the City's water budget. Outside the City limits residential water users who use 7,500 gallons per month will pay an estimated additional \$1.17 per month for the 2.5% increase using the current water rates.

The funds obtained from this increase will be focused on capital improvement projects and maintenance/operations at the water system headworks that serves all water customers including the water districts and customers outside Astoria City Limits.

During the Council meeting City staff will provide additional information to clarify comments that were discussed at the November 6, 2017 meeting.

RECOMMENDATION

It is recommended that City Council consider the revised Water Resolution to update the water rate for customers outside the City limits.

Submitted By


Ken P. Cook, Public Works Director

Prepared By


Cindy D. Moore, City Support Engineer

RESOLUTION NO. 17 –

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

Fire Service: Means service installed for the specific purpose of fire protection (hose connection or sprinklers).

Water Supply Fixture Unit (WSFU) : A unit of measure for the probable demand on a water supply by a particular type of plumbing fixture. The value depends on the volume of water supplied, the duration of a single use, and the number of uses per unit time.

Multiple Service Connection: Means a property with a single meter water service serving multiple customers.

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 customer.

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 the total Water Supply Fixture Units (WSFU) per the Uniform Plumbing Code, and on the volume of water required to be available as standby service. New water meter size shall not be less than indicated in Appendix A, based on total WSFUs. 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 total Water Supply Fixture Units (WSFU) as established by the Uniform Plumbing code and City Engineer (See Appendix A).

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.

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 \$9.85 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 \$18.66 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 total Water Supply Fixture Units (WSFU) assigned to each service. This charge represents the proportionate share of cost each service requires to build and maintain the water system. The total WSFU shall be used to determine meter size 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 July 1, 2017:

Water Meter Size	Base Charge / Bill Period
5/8"x3/4"	\$36.13
1" Residential Sprinkler	\$39.11
1"	\$108.72
1.5"	\$250.96
2"	\$410.38
3"	\$908.76
4"	\$1,644.70
6"	\$3,650.16
8"	\$6,252.87
10"	\$9,635.88

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:
\$3.87 per 1,000 gallons - effective July 1, 2017.

(4) Charges - Outside City. All users and Water Districts outside Astoria City Limits shall be charged as listed in Section 5.01 (1), (2) and (3), and an additional 10% for providing out-of-city service. On July 1, 2018, the additional 10% charge will increase to 12.5% 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	\$2520.00
1" City Service Line and Water Meter	\$2780.00
1" Residential Sprinkler Service and Meter	\$2780.00

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 \$150 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:

5/8" x 3/4"	\$366.04
1"	\$463.18
1½" & Larger	Installation Cost + \$746.14

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 \$23.93 for first day
\$10.56 for each additional day for the first five days, plus metered water.
For longer-term projects, the hydrant meter permit fee is \$1.40 per day
after the first five days, plus metered water.
Activation of new service or account (normal working hours)..... \$ 33.08
Turn on/off (because of delinquent bill) \$ 49.98 (normal working hours)

Turn on/off (because of delinquent bill)	\$ 99.95 (after hours)
Reactivation of a dormant account	\$125.30
(including reinstallation of a removed meter)	
Hand delivery of delinquency notice (Green Card).....	\$ 18.66
Mail delivery of delinquency notice (Gold Card).....	\$ 9.85
Reinstatement of suspended service	\$ 33.08

(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 bi-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 1/6 the bi-monthly 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, \$140.78 fine, or both, in addition to any other legal remedies available to the City.

Section 6.02. Repeal

Resolution No. 16-13, adopted by the City Council on July 5, 2016, is hereby repealed and superseded by this resolution.

Section 6.03. Effective Date

The provisions of this resolution shall be effective January 1, 2018

ADOPTED BY THE CITY COUNCIL THIS _____ DAY OF _____, 2017.

APPROVED BY THE MAYOR THIS THIS _____ DAY OF _____, 2017.

Mayor

ATTEST:

City Manager

ROLL CALL ON ADOPTION	YEA	NAY	ABSENT
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Councilor Nemlowill
Brownson
Price
Jones
Mayor LaMear



PUBLIC WORKS WATER RULES AND REGULATIONS

APPENDIX A

The City of Astoria uses American Waterworks Association (AWWA), Uniform Plumbing Code (UPC) and City of Astoria Engineering Design Standards to establish meter size. The water meter sizing chart below is based on total Water Supply Fixture Units (WSFU) as established in the UPC.

Water Meter & Service Size	Total WSFU
5/8"x3/4"	0 - 20
1"	20.5 - 40
1.5"	40.5 - 160
2"	160.5 - 365

Water Meter and Service Size Notes:

1. Water meters and service lines larger than 2" must be sized by Oregon Registered Professional Engineer. The calculations must be submitted to the Engineering Division for review and approval.
2. The table above represents WSFU totals for systems with flush tanks only. Systems that utilize flushometer valves will require sizing calculations to be submitted to the Engineering Division.
3. The water service piping from the distribution main to the water meter will be the same size as the water meter unless requested otherwise.
4. If the structure requires a fire sprinkler system that is served through the water meter, the Engineering Division the application for water service may require additional review.
5. For services with less than 46 psi static pressure or over 100 feet of supply and branch piping, the water meter or service size may need to be increased to adequately meet the buildings water service needs.
6. Any application for water/sewer service will be classified relative to total WSFU 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.



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

November 28, 2017

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: **SLOW SAND FILTER RESANDING PROJECT AUTHORIZATION TO AWARD**

DISCUSSION/ANALYSIS

The four slow sand filters at the City's water supply system need to be replenished with new sand media in order to properly treat our drinking water. The slow sand filter was last re-sanded in 2010-2011 at a cost of \$898,604.46. The sand filters will be resanded in order of need. While one filter is out of service, the remaining three cells will provide adequate capacity to deliver the City's normal demand for treated drinking water.

The project also includes the replacement of the upper portion of the slow sand filter cell liners. The lower portion is in better condition because it is not exposed to the sun and operational equipment. The liners in Cells 1 through 3 are approximately 25 years old with an estimated life span of 20 years and are experiencing serious degradation and maintenance requirements. The Cell 4 liner is approximately 20 years old and in slightly better condition than the other three, though still in need of replacement. The project plans also include a concrete curb around the perimeter of each cell to keep dirt and rocks from the roadway from getting into the water. The construction phase of the project will take at least 24 months, with construction to start mid-late December of this year.

On September 18, 2017, City Council authorized staff to solicit bids for the project. The following competitive bids were received on November 17th:

Contractor	Bid
Big River Construction Inc.	\$1,937,430.00
James W. Fowler Co.	\$2,197,470.00

Big River Construction Inc. provided the lowest responsible bid for the project. The low bid was above the project budget of \$1,600,000.00 therefore per *Oregon Revised Statute 279C – 340 Contract Negotiations*, staff negotiated with the low bidder in order to solicit value engineering and other options to bring the contract within the City's project budget. After removing the proposed concrete curbing bid items for all four cells and the new CSPE liner

from Cell 4, the bid was adjusted down to \$1,499,489.10 which is within the project budget. As work progresses, the Cell 4 liner will be added back into the project if cost saving measures result in the ability to fund the work within the project budget. Staff will bring a change order for Council consideration if this option becomes feasible.

FUNDING STRATEGY

Over the past 5 fiscal years, the City has been reserving funds in the amount of \$200,000 per fiscal year for this project. As of July 1st FY 2017-2018 (current budget) the fund had a balance of \$1,000,000. With the accumulation of funds at a rate of \$200,000 per fiscal year throughout the duration of the project (FY17-18, FY18-19 and FY19-20), funds in the amount of \$1,600,000 will be available.

RECOMMENDATION

It is recommended that the City Council authorize the award of a contract to Big River Construction Inc. in the amount of \$1,499,489.10 for the Slow Sand Filter Resanding Project.

Submitted By: JEFF HARRINGTON 
Jeff Harrington, City Engineer

Prepared By: NATHAN CRATER 
Nathan Crater, Assistant City Engineer

AGREEMENT

1.00 - GENERAL

THIS AGREEMENT, made and entered into this ____ day of _____, 2017, by and between Big River Construction, Inc., 1050 Olney Avenue, Astoria, OR 97103, hereinafter called "**CONTRACTOR**" and the **City** of Astoria, a municipal corporation, hereinafter called "**CITY**."

WITNESSETH:

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

2.00 - DESCRIPTION OF WORK

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

SLOW SAND FILTER RESANDING PROJECT

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

3.00 - COMPLETION OF CONTRACT

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

- Substantial Completion – December 5, 2019
- Final Completion – January 5, 2020

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

4.00 - CONTRACT PRICE

The Contract Price for this project is \$1,499,489.10. Payment will be made in accordance with ORS 279C.560 including progress payments at the end of each month. Retainage will be withheld in accordance with ORS 279C.550 - .565.

5.00 - CONTRACT DOCUMENTS

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

6.00 - NONDISCRIMINATION

It is the policy of the City of Astoria that no person shall be denied the benefits of or be subjected to discrimination in any City program, service, or activity on the grounds of age, disability, race, religion, color, national origin, sex, sexual orientation, gender identity and expression. The City of Astoria also requires its contractors and grantees to comply with this policy.

7.00 - CONTRACTOR IS INDEPENDENT CONTRACTOR

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

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

8.00 - SUBCONTRACTS - RELATIONS WITH SUBCONTRACTORS, ASSIGNMENTS AND DELEGATION

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

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

9.00 - NONWAIVER

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

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

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

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

CONTRACTOR shall not permit any lien or claim to be filed or prosecuted against the **CITY** on account of any labor or material furnished.

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

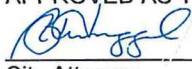
11.00 - CERTIFICATION OF COMPLIANCE WITH TAX LAWS

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

12.00 - CITY OCCUPATION TAX

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

APPROVED AS TO FORM:



City Attorney

certified by
com.apple.idms.appleid.plist.49317566476d4386775d1
4454679324e746c354e773d3d
DPL
com.apple.idms.appleid.plist.49317566476d438677
5414454679324e746c354e773d3d
Date: 2017-11-29 10:50:49 -0800

CITY OF ASTORIA, a municipal of the
State of Oregon

BY: _____
Mayor Date

ATTEST:

Contractor Date

City Manager Date



**CITY OF ASTORIA
SLOW SAND FILTER RESANDING PROJECT
BID NEGOTIATION
NOVEMBER 29, 2017**

The lowest responsive responsibly bid received for this project was \$1,937,430 from Big River Construction. This exceeded the City's budget of \$1,600,000 so the City negotiated with Big River to reduce the project amount to within the funding limits. This was done in accordance with ORS 279C.340 "Contract Negotiations." The final contract amount for this project is \$1,499,489.10. The scope of the project was modified to eliminate the reinforced concrete curb and the new liner for Cell 4. An anchor trench item was added in lieu of the concrete curbing to accommodate liner attachment to the top of the cells. The table below details the modifications made to the as-bid contract documents. These will become part of the contract documents and serve to replace or supplement the documents noted.

Item No.	Specification or Drawing Number	Location and Description of Change
1	Bid Forms	The "BID SCHEDULE" shall be replaced with the "BID SCHEDULE – MODIFIED 11-28-17." The Reinforced Concrete Curb items (4, 8, 12 & 16) were replaced with Anchor Trench due to the deletion of the concrete curbs and needed additional a replacement liner connection at the top of the cells. Items 16 and 17 are revised to additive bid items and now noted as 16A and 17A. These are not included in the current contract work and will be added at a later date as funds permit.
2	Bid Forms	The bid item descriptions have been modified in Section 00190 – Measurement and Payment for items 4, 5, 16A and 17A.
3	Contract Plans	A liner anchor trench detail has been added to the Contract Plans, see attached detail D1.

ACKNOWLEDGEMENT: The Contractor shall acknowledge receipt and acceptance of these negotiated changes to the Contract Documents.

Prepared by:

Project Manager

Contractor Acceptance:

Contractor

Slow Sand Filter Resanding Project – Bid Negotiation

Page 1 of 1

**BID SCHEDULE – MODIFIED 11-28-17
SLOW SAND FILTER RESANDING PROJECT**

Bid Item No.	Description	Quantity	Unit	Unit Price	Amount Bid
1	Mobilization	1	LS	\$193,000.00	\$193,000.00
Slow Sand Filter Cell 1					
2	Furnish and Place New Sand Media	2,400	Tons	\$79.00	\$189,600.00
3	Remove and Replace Existing Sand Media	1	LS	\$35,700.00	\$35,700.00
4	Anchor Trench	600	LF	\$17.61	\$10,566.00
5	CSPE Liner (including geotextile and batten bar system)	1,600	SY	\$60.50	\$96,800.00
Slow Sand Filter Cell 2					
6	Furnish and Place New Sand Media	2,400	Tons	\$79.00	\$189,600.00
7	Remove and Replace Existing Sand Media	1	LS	\$35,700.00	\$35,700.00
8	Anchor Trench	610	LF	\$17.61	\$10,742.10
9	CSPE Liner (including geotextile and batten bar system)	1,630	SY	\$60.50	\$98,615.00
Slow Sand Filter Cell 3					
10	Furnish and Place New Sand Media	2,400	Tons	\$79.00	\$189,600.00
11	Remove and Replace Existing Sand Media	1	LS	\$35,700.00	\$35,700.00
12	Anchor Trench	600	LF	\$17.61	\$10,566.00
13	CSPE Liner (including geotextile and batten bar system)	1,600	SY	\$60.50	\$96,800.00
Slow Sand Filter Cell 4					
14	Furnish and Place New Sand Media	3,200	Tons	\$79.00	\$252,800.00
15	Remove and Replace Existing Sand Media	1	LS	\$53,700.00	\$53,700.00
Total Base Bid Amount = \$1,499,489.10					
ADDITIVE BID ITEMS					
16A	SSF Cell 4 – Anchor Trench	740	LF	\$17.61	\$13,031.40
17A	SSF Cell 4 – CSPE Liner (including geotextile & batten bar system)	1,980	SY	\$56.00	\$110,880.00
Additive Bid Item Total = \$123,911.40					

Slow Sand Filter Resanding Project
City of Astoria, Oregon
Bid Forms - Modified
Page 3

Section 00190 – Measurement of Pay Quantities

00190.00 Scope

Section 00190.00 is supplemented with the following:

Measurement and payment for all Work shown or specified herein will be made on a unit or lump sum price basis in accordance with the prices set forth in the Bid Schedule for individual items of Work. Contractor shall make a careful assessment when preparing the Bid.

The items listed below refer to and are the same pay items listed in the Bid Schedule. They constitute all of the pay items for the completion of the Work. No direct or separate payment will be made for providing miscellaneous temporary or accessory services or all other items not specifically named in specific bid item description and needed for the prosecution of the Work, and all other requirement of the Contract Documents. Compensation for all such services, things and materials shall be included in the prices stipulated for the lump sum and unit price pay items listed herein.

The prices stated in the Bid Schedule include overhead and profit and all costs and expenses for bonds, insurance, taxes, labor, equipment, materials, commissions, transportation charges and expenses, patent fees and royalties, labor for handling materials during inspection, together with any and all other costs and expenses for performing and completing the Work, complete and in place, as shown on the Plans and specified herein. The basis of payment for an item at the lump sum or unit price shown in the Bid Schedule shall be in accordance with the description of that item in this Section.

Items listed as ALLOWANCES in the Bid Schedule, if any, are to be used and will be paid for only at the written direction and authorization of the Engineer, if agreed to by the Agency. Measurements and payment will be in accordance with the Contract Documents or the terms of the written authorization for the additional Work and will include but not necessarily be limited to, the furnishing, hauling, placing and installing of materials and the furnishing of such manpower and equipment as required to accomplish the Work as direct in writing by the Engineer.

Description of Bid Items on Bid Schedule:

1. **Mobilization (Lump Sum Payment):** The lump sum payment for Mobilization shall include: obtaining permits and licenses; moving equipment and materials onto the site; furnishing construction trailers and other construction facilities; preparing the site for Work under Contract; marshalling workers, materials and equipment, and those of subcontractors to accomplish Work under Contract; preparation, submittal and modifications as appropriate to address review comments for material submittals and shop drawings, as-built drawings showing field changes to the original design and other submittals; removing equipment and extra materials from site upon completion of Work; and all other Work not identified in a separate bid item. Payment for mobilization will be made at the Contract lump sum amount in accordance to Section 00210 – Mobilization.

The lump payment for Mobilization shall also include any additional costs associated with the extra effort required to be on standby or demobilize/remobilize between the re-sanding of each cell while the previous cell is ripening and being

brought back on line. This item shall also include any traffic control costs that may be associated with the project.

2. Furnish and Place New Sand Media (Payment per Ton): The unit price payment for Furnish and Place New Sand Media shall include: furnishing all necessary materials, equipment, labor and incidentals and performing all Work to install sand media to the depth as specified and as shown on the Plans. All required testing shall be included in this bid item.
3. Remove and Replace Existing Sand Media (Payment per Lump Sum): The unit price payment for Remove and Replace Existing Sand Media shall include: furnishing all necessary materials, equipment, labor and incidentals and performing all Work to remove all remaining sand media (up to 18 inch depth) and stockpile within the existing filter cell and place back over newly placed sand as specified and as shown on the Plans. After cleaning by the City, the top 0.5 inches of existing sand shall be removed from the filter cell and stockpiled for re-ripening per project plans. This work shall be considered incidental to this pay item.
4. Anchor Trench (Payment per Linear Foot): The unit price for Anchor Trench shall include: furnishing all necessary materials, equipment, labor and incidentals; excavation; furnishing, installing and compacting aggregate base material as shown on the Plans; and performing all Work to construct an anchor trench as specified and as shown on the Plans. Unit price includes backfilling with sand or native material available at the site. This item replaces the original Reinforced Concrete Curbing item.
5. CSPE Liner (Payment per Square Yard): The unit price payment for CSPE Liner shall include: furnishing all necessary materials, equipment, labor and incidentals and performing all Work as specified to install the Liner. Payment shall also include furnishing all necessary materials, equipment, labor and incidentals and performing all Work as specified to install geotextile material under the liner and the batten bar systems connecting to all concrete structures and the existing liner that will remain in place. Removal and disposal of the old liner material shall be the responsibility of the Contractor and will be considered incidental to this pay item. Some minor grading will be required before placing the liner and will be considered incidental to this pay item. The additional liner area required for the anchor trench (approximately 5 feet x perimeter length) shall be considered incidental and not included in the per Square Yard measurement of this item.
6. Same as 2 above.
7. Same as 3 above.
8. Same as 4 above.
9. Same as 5 above.
10. Same as 2 above.
11. Same as 3 above.

12. Same as 4 above.

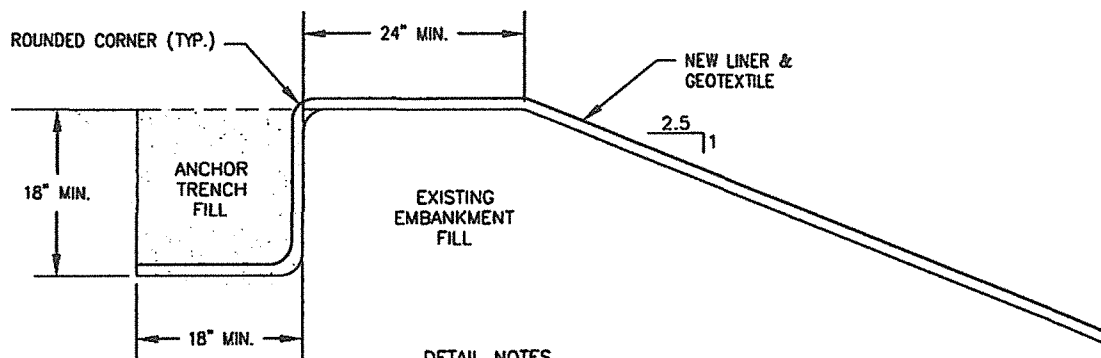
13. Same as 5 above.

14. Same as 2 above.

15. Same as 3 above.

16A. Same as 4 above, but is included as an additive bid item and not part of the contract.

17A. Same as 5 above but is included as an additive bid item and not part of the contract.



DETAIL NOTES

1. ANCHOR TRENCH DETAILS PER MANUFACTURERS RECOMMENDATIONS. ENGINEER SHALL CONFIRM DIMENSIONS PRIOR TO CONSTRUCTION.
2. ANCHOR TRENCH FILL SHALL BE APPROVED NATIVE OR SAND.



City of Astoria
Public Works Department
 1095 Duane Street

Anchor Trench Detail

Date Adopt. ---

Date Rev. 11/29/17

DWG. NO.

D1

Dwg. Name: Anchor Trench Detail.dwg

BID FORM

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

Slow Sand Filter Resanding Project

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

- Substantial Completion – December 5, 2019 (24 months from Notice to Proceed)
- Final Completion – January 5, 2020 (25 months from Notice to Proceed)

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

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

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

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

Oregon Construction Contractor Board No. 147632.

The bidder acknowledges receiving and incorporating changes described in Addenda NO. 1 through 2.

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

An Individual

Signature _____

(Individual's Name, Typed or Printed)

doing business as _____

Business address _____

Phone No. _____

A Partnership

Firm Name _____

Signature _____

(Name of Partner, Typed or Printed)

Business address _____

Phone No. _____

A Limited Liability Company (LLC)

LLC Name _____

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

Name (typed or printed) _____

Business Address _____

State in which company was formed _____

Phone No. _____

A Corporation

Corporation Name Big River Construction, Inc

Signature [Signature]

Bill Gunderson
(Officer's Name, Typed or Printed)

Vice President

(Title) Oregon

(State of Incorporation)

Attest [Signature]

(Secretary's Signature)

Business address 1050 Olney Ave Astoria, OR 97103

Phone No. 503-338-3878

Date of Qualification to do business 5/1/2001

BID SCHEDULE
SLOW SAND FILTER RESANDING PROJECT

Big River

Bid Item No.	Description	Quantity	Unit	Unit Price	AMOUNT BID
1	Mobilization	1	LS	193,000.00	193,000.00
Slow Sand Filter Cell 1					
2	Furnish and Place New Sand Media	2,400	Tons	79.00	189,600.00
3	Remove and Replace Existing Sand Media	1	LS	35,700.00	35,700.00
4	Reinforced Concrete Curbing	600	LF	120.00	72,000.00
5	CSPE Liner (including geotextile and batten bar system)	1,600	SY	69.00	110,400.00
Slow Sand Filter Cell 2					
6	Furnish and Place New Sand Media	2,400	Tons	79.00	189,600.00
7	Remove and Replace Existing Sand Media	1	LS	35,700.00	35,700.00
8	Reinforced Concrete Curbing	610	LF	120.00	73,200.00
9	CSPE Liner (including geotextile and batten bar system)	1,630	SY	69.00	112,470.00
Slow Sand Filter Cell 3					
10	Furnish and Place New Sand Media	2,400	Tons	79.00	189,600.00
11	Remove and Replace Existing Sand Media	1	LS	35,700.00	35,700.00
12	Reinforced Concrete Curbing	600	LF	120.00	72,000.00
13	CSPE Liner (including geotextile and batten bar system)	1,600	SY	69.00	110,400.00
Slow Sand Filter Cell 4					
14	Furnish and Place New Sand Media	3,200	Tons	79.00	252,800.00
15	Remove and Replace Existing Sand Media	1	LS	53,700.00	53,700.00
16	Reinforced Concrete Curbing	740	LF	120.00	88,800.00
17	CSPE Liner (including geotextile and batten bar system)	1,980	SY	62.00	122,760.00

Total Bid Amount 1,937,430.00

Section 00190 – Measurement of Pay Quantities

00190.00 Scope

Section 00190.00 is supplemented with the following:

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The prices stated in the Bid Schedule include overhead and profit and all costs and expenses for bonds, insurance, taxes, labor, equipment, materials, commissions, transportation charges and expenses, patent fees and royalties, labor for handling materials during inspection, together with any and all other costs and expenses for performing and completing the Work, complete and in place, as shown on the Plans and specified herein. The basis of payment for an item at the lump sum or unit price shown in the Bid Schedule shall be in accordance with the description of that item in this Section.

Items listed as ALLOWANCES in the Bid Schedule, if any, are to be used and will be paid for only at the written direction and authorization of the Engineer, if agreed to by the Agency. Measurements and payment will be in accordance with the Contract Documents or the terms of the written authorization for the additional Work and will include but not necessarily be limited to, the furnishing, hauling, placing and installing of materials and the furnishing of such manpower and equipment as required to accomplish the Work as direct in writing by the Engineer.

Description of Bid Items on Bid Schedule:

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The lump payment for Mobilization shall also include any additional costs associated with the extra effort required to be on standby or demobilize/remobilize between the re-sanding of each cell while the previous cell is ripening and being

brought back on line. This item shall also include any traffic control costs that may be associated with the project.

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4. **Reinforced Concrete Curbing (Payment per Linear Foot):** The unit price for Reinforced Concrete Curbing shall include: furnishing all necessary materials, equipment, labor and incidentals; excavation; furnishing, installing and compacting aggregate base material as shown on the Plans; and performing all Work to construct reinforced concrete curbing as specified and as shown on the Plans. Unit price also includes backfilling with ¾ inch minus aggregate to grade.
5. **CSPE Liner (Payment per Square Yard):** The unit price payment for CSPE Liner shall include: furnishing all necessary materials, equipment, labor and incidentals and performing all Work as specified to install the Liner. Payment shall also include furnishing all necessary materials, equipment, labor and incidentals and performing all Work as specified to install geotextile material under the liner and the batten bar systems connecting to all concrete structures and the existing liner that will remain in place. Removal and disposal of the old liner material shall be the responsibility of the Contractor and will be considered incidental to this pay item. Some minor grading will be required before placing the liner and will be considered incidental to this pay item.
6. Same as 2 above.
7. Same as 3 above.
8. Same as 4 above.
9. Same as 5 above.
10. Same as 2 above.
11. Same as 3 above.
12. Same as 4 above.
13. Same as 5 above.

14. Same as 2 above.

15. Same as 3 above.

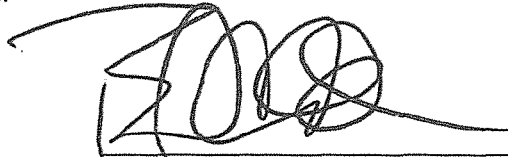
16. Same as 4 above.

17. Same as 5 above.

CERTIFICATION OF NONDISCRIMINATION

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

November 17, 2017
DATE


BIDDER

NOTE: THIS STATEMENT MUST BE RETURNED WITH THE BID



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

November 21, 2017

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM: BRETT ESTES, CITY MANAGER

SUBJECT: **WASTEWATER TREATMENT PLANT HEADWORKS CONCEPT PLAN –
IFA FINANCING CONTRACT**

DISCUSSION/ANALYSIS

The 2012 Wastewater Facilities Plan for the City's Wastewater Treatment Plant (WWTP) identified the need for a new headworks to provide improved flow measurement, screening and grit removal to minimize accumulation of materials in the treatment lagoons and improve treatment capacity. Since that time flow characteristics of the incoming flow at the WWTP have changed, both concentration and flow, particularly in the drier summer months. There has been an increasing number of restaurants and breweries in the City that are discharging concentrated loads to the sewer system. Although each individual business does not appear to trigger industrial high strength discharge requirements, the cumulative effect of these industries has an impact on the flow into the WWTP. Compounding this issue is the Combined Sewer Overflow (CSO) reduction program that has been working to separate storm water from the sewer to prevent uncontrolled combined sewer overflows to the rivers during significant rain events. But this also reduces the amount of flow to the WWTP in the drier months since the storm water now goes directly to the rivers year-round.

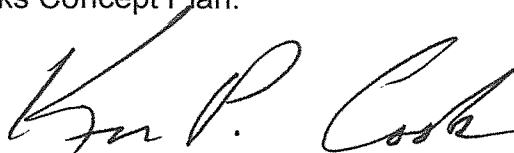
A concept design is needed to define the project beyond what was provided in the facility plan so a capital improvement project can be budgeted and scheduled for future design and construction. The wastewater characteristics need to be updated to reflect changes to the type and quantity of flow in the past 5-10 years and determine if the lagoon treatment concept provided in the facilities plan is still appropriate. This planning effort is the first step towards understanding the current system limitations and mapping out a path towards continued compliance at the WWTP.


On September 18, 2017 Council authorized Staff to submit a Business Oregon Infrastructure Finance Authority (IFA) application for a \$20,000 technical assistance grant to cover a portion of the cost for a concept design that is estimated to cost a total of \$26,100. This application was successful and the City was awarded a \$20,000 grant from IFA. The estimated remaining \$6,100 for the concept plan is budgeted in the Public Works Improvement Fund. Council is being asked to approve the IFA Financing Contract for the \$20,000 technical assistance grant.

During the Council meeting, staff will briefly discuss other efforts that are being made to extend the life of the existing wastewater treatment plant. One approach is to educate the public about the limitations of the wastewater system and what Astoria residents can do to protect it. Attached is a flyer that will be included with a future City utility bill as part of this public outreach and education component.

RECOMMENDATION

It is recommended that Council approve the Business Oregon Infrastructure Finance Authority Financing Contract for a technical assistance grant in the amount of \$20,000 towards preparation of a Wastewater Treatment Plant Headworks Concept Plan.

Submitted By: 
Ken P. Cook, Public Works Director

Prepared By: 
Cindy D. Moore, City Support Engineer

WATER FUND TECHNICAL ASSISTANCE PROJECT
FINANCING CONTRACT

Project Name: Wastewater Treatment Plant Headworks Concept Design

Project Number: V18005

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

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

- Exhibit A General Definitions
- Exhibit B NOT APPLICABLE
- Exhibit C Project Description
- Exhibit D Project Budget

SECTION 1 - KEY TERMS

The following capitalized terms have the meanings assigned below.

"Estimated Project Cost" means \$26,100.

"Grant Amount" means \$20,000.

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

"Project Completion Deadline" means 24 months after the date of this Contract.

SECTION 2 - FINANCIAL ASSISTANCE

Commitment. The OBDD shall provide Recipient, and Recipient shall accept from OBDD, financing for the Project as a grant in an aggregate amount not to exceed the Grant Amount (the "Grant").

SECTION 3 - DISBURSEMENTS

- A. Reimbursement Basis. The Financing Proceeds will be disbursed to Recipient on an expense reimbursement or costs-incurred basis. The Recipient must submit each disbursement request for the Financing Proceeds on an OBDD-provided or OBDD-approved disbursement request form ("Disbursement Request").
- B. Financing Availability. The OBDD's obligation to make and Recipient's right to request disbursements under this Contract terminates on the Project Closeout Deadline.

SECTION 4 - CONDITIONS PRECEDENT

- A. Conditions Precedent to OBDD's Obligations. The OBDD's obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its Counsel:
- (1) This Contract duly signed by an authorized officer of Recipient.
 - (2) Such other certificates, documents, opinions and information as OBDD may reasonably require.
- B. Conditions to Disbursements. As to any disbursement, OBDD has no obligation to disburse funds unless all following conditions are met:
- (1) There is no Default or Event of Default.
 - (2) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.
 - (3) The OBDD, in the reasonable exercise of its administrative discretion, has sufficient moneys in the Fund for use in the Project and has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.
 - (4) The Recipient delivers to OBDD an estimated schedule for Disbursement Requests covering anticipated number, submission dates, and amounts.
 - (5) The OBDD (a) has received a completed Disbursement Request, (b) has received any written evidence of materials and labor furnished to or work performed upon the Project, itemized receipts or invoices for payment, and releases, satisfactions or other signed statements or forms as OBDD may require, (c) is satisfied that all items listed in the Disbursement Request are reasonable and that the costs for labor and materials were incurred and are properly included in the Costs of the Project, and (d) has determined that the disbursement is only for costs defined as eligible costs under the Act and any implementing administrative rules and policies.
 - (6) The Recipient has delivered documentation satisfactory to OBDD that, in addition to the Financing Proceeds, Recipient has available or has obtained binding commitments for all funds necessary to complete the Project.
 - (7) Any conditions to disbursement elsewhere in this Contract are met.

SECTION 5 - USE OF FINANCIAL ASSISTANCE

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

SECTION 6 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

The Recipient represents and warrants to OBDD:

- A. Estimated Project Cost, Funds for Repayment. A reasonable estimate of the Costs of the Project is shown in section 1, and the Project is fully funded.
- B. Organization and Authority.
 - (1) The Recipient is a Municipality under the Act, and validly organized and existing under the laws of the State of Oregon.
 - (2) The Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Contract, (b) incur and perform its obligations under this Contract, and (c) receive financing for the Project.
 - (3) This Contract has been duly executed by Recipient, and when executed by OBDD, is legal, valid and binding, and enforceable in accordance with their terms.
- C. Full Disclosure. The Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Project, or the ability of Recipient to perform all obligations required by this Contract. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract is true and accurate in all respects.
- D. Pending Litigation. The Recipient has disclosed in writing to OBDD all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.
- E. No Defaults.
 - (1) No Defaults or Events of Default exist or occur upon authorization, execution or delivery of this Contract.
 - (2) The Recipient has not violated, and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.
- F. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract will not: (i) cause a breach of any agreement to which Recipient is a party or by which the Project or any of its property or assets may be bound; (ii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iii) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.

SECTION 7 - COVENANTS OF RECIPIENT

The Recipient covenants as follows:

- A. Notice of Adverse Change. The Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to perform all obligations required by this Contract.

B. Compliance with Laws. The Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract, the Project and the operation of the waste water system to which the Project is associated. In particular, but without limitation, Recipient shall comply with the following, as applicable:

- (1) State procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C.
- (2) OAR 123-043-0095 (4) requirements for signs and notifications.

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

C. Project Completion Obligations. The Recipient shall:

- (1) When procuring professional consulting services, provide OBDD with copies of all solicitations at least 10 days before advertising, and all contracts at least 10 days before signing.
- (2) Complete the Project using its own fiscal resources or money from other sources to pay for any Costs of the Project in excess of the total amount of financial assistance provided pursuant to this Contract.
- (3) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by the OBDD in writing.
- (4) No later than the Project Closeout Deadline, Recipient must deliver to OBDD an electronic copy of the final work products.
- (5) No later than the Project Closeout Deadline, provide OBDD with a final project completion report on a form provided by OBDD, including Recipient's certification that the Project is complete, all payments are made, and no further disbursements are needed; provided however, for the purposes of this Contract, OBDD will be the final judge of the Project's completion.

D. [Reserved]

E. Inspections; Information. The Recipient shall permit OBDD and any party designated by OBDD: (i) to inspect, at any reasonable time, the property, if any, constituting the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters, and financial statements or other documents related to its financial standing. The Recipient shall supply any related reports and information as OBDD may reasonably require.

F. Records Maintenance. Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project or the Financing Proceeds for a minimum of six years, or such longer period as may be required by other provisions of this Contract or applicable law, following the Project Closeout Deadline. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.

G. Economic Benefit Data. The OBDD may require Recipient to submit specific data on the economic development benefits of the Project and other information to evaluate the success and economic impact of the Project, from the date of this Contract until six years after the Project Completion Date. The Recipient shall, at its own expense, prepare and submit the data within the time specified by OBDD.

H. Disadvantaged Business Enterprises. ORS 200.090 requires all public agencies to "aggressively pursue a policy of providing opportunities for disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans owned and emerging small businesses..." The OBDD encourages Recipient in any contracting activity to follow good faith

efforts as described in ORS 200.045, available at https://www.oregonlegislature.gov/bills_laws/ors/ors200.html. Additional resources are provided by the Governor's Policy Advisor for Economic and Business Equity. Also, the Certification Office for Business Inclusion and Diversity at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified MWESB firms on the web at: <https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>.

- I. Professional Responsibility. A professional engineer or architect, as applicable, registered and in good standing in Oregon, will be responsible for any construction design for the Project. All service providers retained for their professional expertise must be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty.
- J. Notice of Default. The Recipient shall give OBDD prompt written notice of any Default as soon as any senior administrative or financial officer of Recipient becomes aware of its existence or reasonably believes a Default is likely.
- K. Indemnity. To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless OBDD and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys' fees incurred related to any actual or alleged act or omission by Recipient, or its employees, agents or contractors; however, the provisions of this section are not to be construed as a waiver of any defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon.
- L. [Reserved]
- M. Exclusion of Interest from Federal Gross Income and Compliance with Code.
 - (1) The Recipient shall not take any action or omit to take any action that would result in the loss of the exclusion of the interest on any Lottery Bonds from gross income for purposes of federal income taxation, as governed by Section 103(a) of the Code. OBDD may decline to disburse the Financing Proceeds if it finds that the federal tax exemption of the Lottery Bonds cannot be assured.
 - (2) The Recipient shall not take any action (including but not limited to the execution of a management agreement for the operation of the Project) or omit to take any action that would cause any Lottery Bonds to be "private activity bonds" within the meaning of Section 141(a) of the Code. Accordingly, unless Recipient receives the prior written approval of OBDD, Recipient shall not permit in excess of ten percent (10%) of either (a) the Financing Proceeds or (b) the Project financed or refinanced with the Financing Proceeds to be directly or indirectly used in any manner that would constitute "private business use" within the meaning of Section 141(b)(6) of the Code, including not permitting more than one half of any permitted private business use to be "disproportionate related business use" or private business use unrelated to the government use of the Financing Proceeds. Unless Recipient receives the prior written approval of OBDD, Recipient shall not directly or indirectly use any of the Financing Proceeds to make or finance loans to persons other than governmental units, as that term is used in Section 141(c) of the Code.
 - (3) The Recipient shall not directly or indirectly use or permit the use of any of the Financing Proceeds or any other funds, or take any action or omit to take any action, which would cause any Lottery Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code.
 - (4) The Recipient shall not cause any Lottery Bonds to be treated as "federally guaranteed" for purposes of Section 149(b) of the Code, as may be modified in any applicable rules, rulings,

policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service with respect to “federally guaranteed” obligations described in Section 149(b) of the Code. For purposes of this paragraph, any Lottery Bonds will be treated as “federally guaranteed” if: (a) all or any portion of the principal or interest is or will be guaranteed directly or indirectly by the United States of America or any agency or instrumentality thereof, or (b) five percent (5%) or more of the proceeds of the Lottery Bonds will be (i) used in making loans if the payment of principal or interest is guaranteed in whole or in part by the United States of America or any agency or instrumentality thereof, or (ii) invested directly or indirectly in federally insured deposits or accounts, and (c) none of the exceptions described in Section 149(b)(3) of the Code apply.

- (5) The Recipient shall assist OBDD to ensure that all required amounts are rebated to the United States of America pursuant to Section 148(f) of the Code. The Recipient shall pay to OBDD such amounts as may be directed by OBDD to satisfy the requirements of Section 148(f) applicable to the portion of the proceeds of any tax-exempt bonds, including any Financing Proceeds or other amounts held in a reserve fund. The Recipient further shall reimburse OBDD for the portion of any expenses it incurs related to the Project that is necessary to satisfy the requirements of Section 148(f) of the Code.
- (6) Upon OBDD’s request, Recipient shall furnish written information regarding its investments and use of Financing Proceeds, and of any facilities financed or refinanced therewith, including providing OBDD with any information and documentation that OBDD reasonably determines is necessary to comply with the arbitrage and private use restrictions that apply to the Lottery Bonds.
- (7) Notwithstanding anything to the contrary, so long as is necessary to maintain the exclusion from gross income for purposes of federal income taxation of interest on any Lottery Bonds, the covenants contained in this subsection will survive the Project, including the application of any unexpended Financing Proceeds. The Recipient acknowledges that the Project may be funded with proceeds of the Lottery Bonds and that failure to comply with the requirements of this subsection could adversely affect any exclusion of the interest on the Lottery Bonds from gross income for federal income tax purposes.
- (8) Neither Recipient nor any related party to Recipient, within the meaning of 26 C.F.R. §1.150-1(b), shall purchase any Lottery Bonds, from which proceeds were used to finance the Project, in an amount related to the amount of the Grant.

SECTION 8 - DEFAULTS

Any of the following constitutes an “Event of Default”:

- A. Any false or misleading representation is made by or on behalf of Recipient in this Contract or in any document provided by Recipient related to the Project or in regard to compliance with the requirements of Section 103 and Sections 141 through 150 of the Code.
- B. (1) A petition, proceeding or case is filed by or against Recipient under any federal or state bankruptcy or insolvency law, and in the case of a petition filed against Recipient, Recipient acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal;
- (2) The Recipient files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, liquidation, dissolution, winding-up or composition or adjustment of debts;

- (3) The Recipient becomes insolvent or bankrupt or admits its inability to pay its debts as they become due, or makes an assignment for the benefit of its creditors;
 - (4) The Recipient applies for or consents to the appointment of, or taking of possession by, a custodian (including, without limitation, a receiver, liquidator or trustee) of Recipient or any substantial portion of its property; or
 - (5) The Recipient takes any action for the purpose of effecting any of the above.
- C. The Recipient fails to perform any obligation required under this Contract, other than those referred to in subsections A through B of this section 8, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. The OBDD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 9 - REMEDIES

- A. Remedies. Upon any Event of Default, OBDD may pursue any or all remedies in this Contract and any other remedies available at law or in equity to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to:
- (1) Terminating OBDD's commitment and obligation to make the Grant or disbursements under the Contract.
 - (2) Barring Recipient from applying for future awards.
 - (3) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract, including as provided in ORS 285B.599.
 - (4) Requiring repayment of the Grant and all interest earned by Recipient on those Grant funds.
- B. Application of Moneys. Any moneys collected by OBDD pursuant to section 9.A will be applied first, to pay any attorneys' fees and other fees and expenses incurred by OBDD; then, as applicable, to repay any Grant proceeds owed; and last, to pay any other amounts due and payable under this Contract.
- C. No Remedy Exclusive; Waiver; Notice. No remedy available to OBDD is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. The OBDD is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 8 of this Contract.
- D. Default by OBDD. In the event OBDD defaults on any obligation in this Contract, Recipient's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of OBDD's obligations.

SECTION 10 - MISCELLANEOUS

- A. Time is of the Essence. The Recipient agrees that time is of the essence under this Contract.
- B. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.
- (1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.

- (2) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.
- (3) This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and permitted assigns.
- (4) The Recipient may not assign or transfer any of its rights or obligations or any interest in this Contract without the prior written consent of OBDD. The OBDD may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to OBDD, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of OBDD's Counsel and Bond Counsel. Any approved assignment is not to be construed as creating any obligation of OBDD beyond those in this Contract, nor does assignment relieve Recipient of any of its duties or obligations under this Contract.
- (5) The Recipient hereby approves and consents to any assignment, sale or transfer of this Contract that OBDD deems to be necessary.

C. Disclaimer of Warranties; Limitation of Liability. The Recipient agrees that:

- (1) The OBDD makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.
- (2) In no event are OBDD or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Contract or the existence, furnishing, functioning or use of the Project.

D. Notices. All notices to be given under this Contract must be in writing and addressed as shown below, or to other addresses that either party may hereafter indicate pursuant to this section 10.D. Notices may only be delivered by personal delivery or mailed, postage prepaid. Any such notice is effective five calendar days after mailing, or upon actual delivery if personally delivered.

If to OBDD: Assistant Director, Economic Development
Oregon Business Development Department
775 Summer Street NE Suite 200
Salem OR 97301-1280

If to Recipient: City Support Engineer
City of Astoria
1095 Duane St
Astoria OR 97103-4524

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

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

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

H. Attorneys' Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to OBDD by its attorneys.

I. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

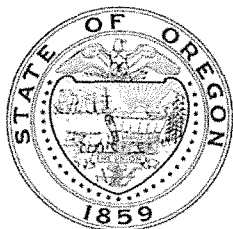
Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county).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

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

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

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

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



STATE OF OREGON
acting by and through the
Oregon Business Development Department



CITY OF ASTORIA

By: _____
Chris Cummings, Assistant Director
Economic Development

By: _____
The Honorable Arline LaMear
Mayor of Astoria

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

Not Required per OAR 137-045-0030

EXHIBIT A - GENERAL DEFINITIONS

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

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

“Award” means the award of financial assistance to Recipient by OBDD dated 6 Nov 2017.

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

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

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

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

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

“Financing Proceeds” means the proceeds of the Grant.

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

“Municipality” means any entity described in ORS 285B.410(9).

“ORS” means the Oregon Revised Statutes.

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

EXHIBIT C - PROJECT DESCRIPTION

The Recipient will procure an engineer to complete a concept design of the Wastewater Treatment Plant headworks, and update facility flow information to reflect changes to the system in the past 5 to 10 years. The planning and preliminary engineering must include a budget and timeline to complete construction.

EXHIBIT D - PROJECT BUDGET

	OBDD Funds	Other / Matching Funds
Activity	Approved Budget	Approved Budget
Design / Engineering	\$20,000	\$6,100
Total	\$20,000	\$6,100

Toilets Are Not Trashcans!

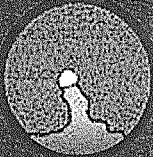
The start of a blocked pipe begins when grease and solids collect on the top and sides inside the pipe.



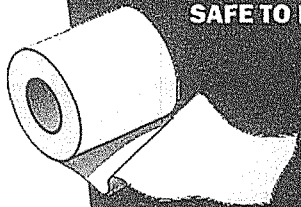
The build-up then increases over time when grease and other debris are washed or flushed down the drain.



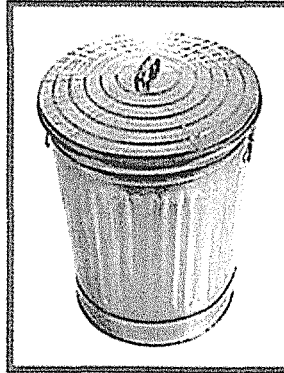
Eventually the build-up will restrict the flow of wastewater and can result in a sewer overflow.



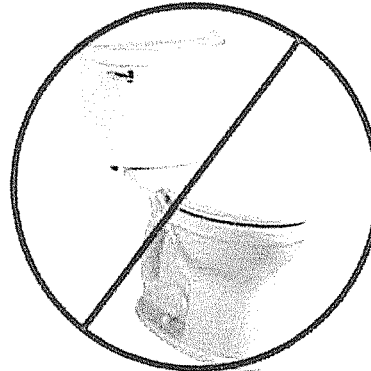
**TOILET PAPER IS THE ONLY
PRODUCT THAT'S REALLY
SAFE TO FLUSH**



This is a Trash Can



This is NOT!

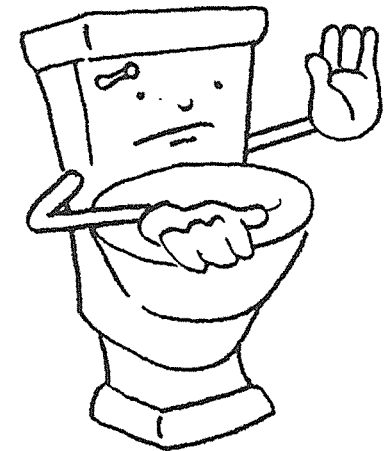


Astoria
Public Works

Phone: 503-325-3524
www.astoria.or.us

A message from your
Public Works Department...

Think Before You Flush!



Many items that are marked as disposable and/or flushable do not degrade like toilet paper. They wind up clogging pipes, tangling pumps and causing sewer backups into streets, businesses and homes.

How Can You Help?

FLUSH ONLY TOILET TISSUE

Other Products Will Plug the Pipes.
"Flushable" wipes, cloths, diapers, floss, hygiene products, and other items are plugging pipes and may be costing you a lot of money. Even if the label says "flushable," these products don't break down in your wastewater system. They plug pipes and pumps, making a big mess and costing sewer ratepayers thousands of dollars.



Remember: Toilet tissue is the only product that's really safe to flush. Treat other items as trash and put them safely where they belong - in your garbage, not in the toilet.

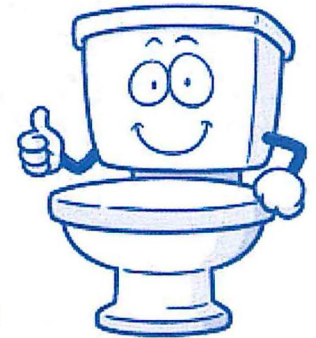
What Not To Flush

- ♦ Vitamins, medicines or other pharmaceuticals. (Bring to Astoria Police Dept., 555 30th, weekdays 9-4)
- ♦ Diapers (cloth, disposable, or "flushable")
- ♦ Facial tissues
- ♦ Baby wipes, disinfectant wipes, moist wipes, etc.
- ♦ Toilet bowl scrub pads
- ♦ Swiffer products
- ♦ Napkins (paper or cloth), paper towels
- ♦ Dental Floss
- ♦ Fats, oils and greases
- ♦ Sanitary napkins, tampons, or any non-organic material
- ♦ Wash cloths, towels, underwear, rags (any cloth item)
- ♦ Plastic wrappers or packaging



What You CAN Do

- ♦ Only flush human waste and toilet paper.
- ♦ Avoid using "flushable" items. Clean with a sponge or rag that you can reuse.
- ♦ Place a wastebasket in the bathroom to dispose of personal hygiene products, razor blades, etc.
- ♦ Place produce food scraps in the compost/yard debris bins provided by Recology Western Oregon, or start a compost pile.
- ♦ Collect household grease in a safe container, let it cool and dispose of it in the garbage.
- ♦ Discard hazardous waste such as used paint, antifreeze, etc. at a household hazardous waste facility.
- ♦ If it can't be reused, recycled or composted, please place it in the garbage.





MEMORANDUM

DATE: NOVEMBER 29, 2017

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: AUTHORIZATION TO AWARD CONTRACT TO ARBOR CARE INC. TO REMOVE AND REPLACE PRIORITY 1 HAZARD TREES

DISCUSSION/ANALYSIS

Through the Parks Master Planning process, citizen outreach strongly indicated that trees in Astoria Parks are of high importance. This valuation was reflected in feedback from park users who desire a high level of care and maintenance dedicated to trees and resulted in recommendation 6.2 "survey, inventory, and develop maintenance guidelines for all tree and plant species". To facilitate this recommendation, in 2016, City Council approved a contract with ArborPro to inventory and evaluate all trees on Parks properties.

While we were gratified to learn that the vast majority of our trees, over 1,500, are in good, safe condition; the inventory also brought to our attention the fact that there is a relatively small portion of trees that pose a hazard to the public or infrastructure and should be removed. The levels of risk associated with each hazard tree is delineated into Priority 1, 2, and 3, based off of a combination of the likelihood of the tree to fall, the likelihood of it hitting something of value (person or property), and the tree's overall condition and position. Using the tree inventory as a guide, staff was able to generate a solicitation for bids to remove all Priority 1 trees (trees presenting a substantial risk).

Acting as good stewards of our natural resources, staff directed bidders responding to the solicitation to provide the cost of replanting a new tree in the same or similar location, at a ratio of 1:1 for each removal. This method will ensure that the City of Astoria's parks and green-spaces are being replenished with new trees as our older species age or fail and require removal. A Solicitation for Bids was advertised in the Daily Astorian and Parks and Recreation Department staff contacted several local and regional arborist companies. The sole respondent to this solicitation, Arbor Care Inc., provided a detailed bid of \$30,000 to remove and replace all Priority 1 trees throughout Parks properties. If approved, work will commence this winter and be completed by spring.

A detailed listing of each specific tree to be removed and its replacement species is provided below. Attached is the Hazardous Tree Solicitation for Bids and bid provided by Arbor Care Inc.

	#	BOTANICAL NAME	COMMON NAME	DBH	Height	Property	Replacement Species
T R E E S T O B E R E M O V E D	1	Alnus oregona	Red Alder	7	48	VIOLET LAPLANTE PARK	Red Alder
	2	Cupressus macrocarpa	Monterey Cypress	61	58	VIOLET LAPLANTE PARK	Monterey Cypress
	3	Acer circinatum	Vine Maple	30	16	PORTAL PARK EAST	Vine Maple
	4	Castanea sativa	European Chestnut	39	26	MCCLURE PARK	European Chestnut
	5	Pinus contorta	Shore Pine	29	30	ALAMEDA PARK RESERVE	Shore Pine
	6	Tsuga heterophylla	Western Hemlock	32	75	SHIVELY PARK	Douglas fir
	7	Acer macrophyllum	Bigleaf Maple	13	57	VIOLET LAPLANTE PARK	Bigleaf Maple
	8	Tsuga heterophylla	Western Hemlock	33	85	SHIVELY PARK	Douglas fir
	9	Alnus oregona	Red Alder	10	28	OCEANVIEW CEMETARY	Red Alder
	10	Alnus oregona	Red Alder	13	44	OCEANVIEW CEMETARY	Red Alder
	11	Prunus serrulata	Japanese Flowering Cherry	28	25	OCEANVIEW CEMETARY	Flowering cherry
	12	Tsuga heterophylla	Western Hemlock	29	105	SHIVELY PARK	Douglas fir
	13	Tsuga heterophylla	Western Hemlock	42	110	SHIVELY PARK	Douglas fir
	14	Pseudotsuga menziesii	Douglas Fir	44	110	SHIVELY PARK	Douglas fir
	15	Alnus oregona	Red Alder	33	54	VIOLET LAPLANTE PARK	Red Alder
	16	Tsuga heterophylla	Western Hemlock	38	110	SHIVELY PARK	Douglas fir

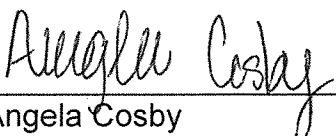
Funds are currently available in the Capital Improvement Fund to complete this work as part of implementing the Parks and Recreation Comprehensive Master Plan. However, discussions have taken place about utilizing the budgeted Capital Improvement Funds allocated to implement the Parks and Recreation Comprehensive Master Plan for other projects such as a Combined Recreation Center Feasibility Study or an Ocean View Cemetery Master Plan. Neither will be possible this fiscal year if City Council wishes to remove and replant Priority 1 trees. Although accomplishing these planning recommendations would provide benefits for the future of the Parks and Recreation Department, addressing safety concerns is of higher importance. Further, the Parks and Recreation Department is in the process of rebuilding and stabilizing core services, the City has other large planning and development projects it is focusing on, and the timeframe identified by the Parks and Recreation Comprehensive Master Plan to implement the Combined Recreation Center Feasibility Study is 6-9 years and it is staff's recommendation to focus and reevaluate basic services at Ocean View Cemetery before investing in a future planning.

It is anticipated that a similar scope of work and budget allocation will be requested in subsequent fiscal years to address Priority 2 and 3 trees.

City Attorney Henningsgaard has approved the contract to form.

RECOMMENDATION

It is recommended that City Council authorize the City Manager to enter into a contract with Arbor Care to remove and replant Priority 1 trees and staff strongly advocate that this work be undertaken as quickly as possible to minimize the potential risk these trees present.

By: 
 Angela Cosby
 Director of Parks & Recreation

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 Austin Wienecke, Arbor Care Inc. Manager, (503)791-0853

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

**CITY OF ASTORIA
CONTRACT FOR GOODS AND SERVICES**

CONTRACT:

This Contract, made and entered into this ____ day of _____, 2017 by and between the City of Astoria, a municipal corporation of the State of Oregon, hereinafter called "CITY", and Arbor Care Tree Specialists Inc., located at 77 11th Street, Suite A, Astoria, OR 97103, 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.
- D. All work detailed in Attachment A will be completed no later than May 30th, 2018

2. COMPENSATION

- A. The CITY agrees to pay CONTRACTOR a total not to exceed \$30,000 for providing goods and performance of those services provided herein;
- B. *The CONTRACTOR will submit billing according to the following timeline: up to 25% of total project not-to-exceed cost at Notice to Proceed to procure replacement trees, the remaining 75% of the project cost at the completion of all work detailed in Attachment A.*
- 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

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, CONSULTANT, at CONSULTANT'S cost, shall secure and continue to carry during the term of this contract, with an insurance company acceptable to CITY, the following insurance, written on an occurrence basis, in amounts not less than the limitations on liability for local public bodies provided in ORS 30.272 and ORS 30.273:

A. Commercial General Liability. CONSULTANT shall obtain, at CONSULTANT'S expense and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage. Coverage shall include consultants, sub-consultants and anyone directly or indirectly employed by either.

B. Automobile Liability. CONSULTANT shall obtain, at CONSULTANT'S expense and keep in effect during the term of the resulting contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits).

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

D. Professional Liability Insurance. The CONTRATOR shall have in force a policy of Professional Liability Insurance. The CONTRATOR shall keep such policy in force and current during the term of this contract.

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

17. CITY'S BUSINESS LICENSE

Prior to beginning work, the 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 subjected to discrimination in any City program, service, or activity on the grounds of age, disability, race, religion, color, national origin, sex, sexual orientation, gender identity and expression. The City of Astoria also requires its contractors and grantees to comply with this policy.

21. 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 moneys and sums which the CONTRACTOR collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

22. OVERTIME

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

23. STANDARD OF CARE

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

24. NO THIRD PARTY BENEFICIARIES

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

25. SEVERABILITY AND SURVIVAL

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

26. COMPLETE CONTRACT

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

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

Approved as to form:

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

Attorney

BY: _____
City Manager Date

CONTRACTOR

BY: _____
Contractor Date

Attachment A

Scope of Work:

- Contractor will remove all trees listed on page 2 of this attachment and replace with trees detailed in the column marked “Replacement Species”
- All replacement trees will be replanted as close to the removed trees’ locations as is feasible. If site conditions present obstacles that prevent replanting, Contractor must notify the City and provide an alternative site with justification.
- Removal of trees, and all subsequent site work, shall be carried out under the supervision of an ISA certified Arborist
- Debris and branches will be chipped or dispersed onsite or removed by Contractor, as described on page 3 of this attachment. Indicated trees may be left in place instead of removed due to reasons of economy and best environmental practices.
- All safety precautions must be undertaken to minimize hazards to the public and adjacent infrastructure. This includes the use of spotters, flagging, or signage appropriate to the work being completed.
- If parks, or areas within parks, are to be closed to complete portions of work, Contractor must provide one (1) week’s advance notice and detail the dates and times closures are requested. Approval of closures will be at the discretion of the Parks Director, or her designee.
- All replacement plants will be no larger than a 2” caliper, depending on site conditions and Contractor’s recommendation
- All plantings will be done according to ISA standards and using best management practices for each species planted
- Contractor will be responsible to ensure that no utilities or underground infrastructure is disturbed or damaged while re-planting new trees
- All replacement trees procured must be healthy and without defects to maximize their probability of successful establishment and growth

	#	BOTANICAL NAME	COMMON NAME	DBH	Height	Property	Cost to Remove & Clean Site	Cost of Replacement	Repla
P r i o r i t y T r e e s	1	Alnus oregona	Red Alder	7	48	VIOLET LAPLANTE PARK	\$1,148	\$274	Red A
	2	Cupressus macrocarpa	Monterey Cypress	61	58	VIOLET LAPLANTE PARK	\$4,200	\$340	Mont
	3	Acer circinatum	Vine Maple	30	16	PORTAL PARK EAST	\$60	\$340	Vine I
	4	Castanea sativa	European Chestnut	39	26	MCCLURE PARK	\$1,440	\$388	Eurof
	5	Pinus contorta	Shore Pine	29	30	ALAMEDA PARK RESERVE	\$668	\$316	Shore
	6	Tsuga heterophylla	Western Hemlock	32	75	SHIVELY PARK	\$480	\$316	Doug
	7	Acer macrophyllum	Bigleaf Maple	13	57	VIOLET LAPLANTE PARK	\$765	\$304	Biglea
	8	Tsuga heterophylla	Western Hemlock	33	85	SHIVELY PARK	\$2,560	\$316	Doug
	9	Alnus oregona	Red Alder	10	28	OCEANVIEW CEMETARY	\$60	\$274	Red A
	10	Alnus oregona	Red Alder	13	44	OCEANVIEW CEMETARY	\$40	\$274	Red A
	11	Prunus serrulata	Japanese Flowering Cherry	28	25	OCEANVIEW CEMETARY	\$570	\$340	Flowe
	12	Tsuga heterophylla	Western Hemlock	29	105	SHIVELY PARK	\$1,440	\$316	Doug
	13	Tsuga heterophylla	Western Hemlock	42	110	SHIVELY PARK	\$3,200	\$316	Doug
	14	Pseudotsuga menziesii	Douglas Fir	44	110	SHIVELY PARK	\$3,200	\$316	Doug
	15	Alnus oregona	Red Alder	33	54	VIOLET LAPLANTE PARK	\$2,295	\$274	Red A
	16	Tsuga heterophylla	Western Hemlock	38	110	SHIVELY PARK	\$2,500	\$316	Doug
Replacement Tree Watering									

1	Red alder: tall and skinny tree with easy access from paved foot path. Replace near removal.
2	Monterey cypress: This is a very large tree. Easy access via a paved foot path. Utilize lift to access the crown to technically dissect material into the open drop zone. Bobcat should be used to handle the wood. Replace near removal.
3	Vine maple: easy access. Cut stump low in lieu of grinding given slope of location. Replace near removal. Deflectors needed during stump grinding.
4	European chestnut: The uphill lane of 8 th street adjacent to park will need to be closed to accommodate removal. Chipping of stump will not be possible given the slope of the location, cut stump low.
5	Shore pine: The basal inclusion of this tree is actively failing. One leader is being braced by the house drop of the adjacent property. PUD will have to drop the power line before we can remove this tree. Tree straddles the adjacent property's backyard. Stump can only be ground to the surface given the sloped location. Replace near removal.
6	Western hemlock: large decaying snag. We recommend leaving the majority of the log onsite to decompose and become a habitat log. It is the most ecologically reasonable option given the natural setting of this park. It will not inhibit visitor use in any way. Not only is it ecologically better for the park, it is also financially cheaper. All debris would be removed from paths or roads.
7	Bigleaf maple: tall and skinny tree with an open drop zone and easy access. Replace near removal. Grind stump to soil surface to prevent damaging the root system of nearby trees.
8	Western hemlock: We recommend leaving the majority of the log onsite to decompose and become a habitat log. It is the most ecologically reasonable option given the natural setting of this park. It will not inhibit visitor use in any way. Not only is it ecologically better for the park, it is also financially cheaper. All debris would be removed from paths or roads. We will include a quote for both leaving of the log and removing all material. Also, stump grinding in this location may negatively affect surrounding trees so we advise against it. The stump will remain in the green space and go unnoticed by visitors.
9	Red alder: Tree is dead. No stump grinding needed as this tree is at or near water level. Replacement should be up the bank a minimum of 15 feet.
10	Red alder: Tree is a dead snag. No stump grinding needed as this tree is at or near water level. Replacement should be up the bank a minimum of 15 feet.
11	Japanese flowering cherry: open setting with the exception of the head stones which need to be protected. Easy access from road. Replace near removal site.
12	Western hemlock: This is a double trunk tree connected by an inclusion close to the ground. We recommend leaving the majority of the logs onsite to decompose and become a habitat log. It is the most ecologically reasonable option given the natural setting of this park. It will not inhibit visitor use in any way. Not only is it ecologically better for the park, it is also financially cheaper. All debris would be removed from paths or roads. Also, stump grinding in this green-space location may negatively affect surrounding trees so we advise against it. The stump will remain in the green space and go unnoticed by visitors.
13	Western hemlock: We recommend leaving the majority of the log onsite to decompose and become a habitat log. It is the most ecologically reasonable option given the natural setting of this park. It will not inhibit visitor use in any way. Not only is it ecologically better for the park, it is also financially cheaper. All debris would be removed from paths or roads. We will include a quote for both leaving of the log and removing all material. Also, stump grinding in this location may negatively affect surrounding trees so we advise against it. The stump will remain in the green space and go unnoticed by visitors.
14	Douglas fir: large double stemmed tree connected 12 feet off the ground at a basal inclusion. We recommend leaving the majority of this tree onsite to decompose and become habitat logs. It is the most ecologically reasonable option given the natural setting of this park. It will not inhibit visitor use in any way. Not only is it ecologically better for the park, it is also financially cheaper. All debris would be removed from paths or roads. Also, stump grinding in this location may negatively affect surrounding trees so we advise against it. Given the size, location and unique visual characteristics of the base of this tree we recommend leaving a 12-20 foot habitat pole to act as a natural area for local birds and other wildlife.
15	Red alder: very large tree with multiple inclusions and defects at the base. Utilize lift for removal and use paved pedestrian path for access. Bobcat should be used for wood.
16	Western hemlock: large codominant tree. We recommend leaving the majority of the logs onsite to decompose and become a habitat logs. It is the most ecologically reasonable option given the natural setting of this park. It will not inhibit visitor use in any way. Not only is it ecologically better for the park, it is also financially cheaper. All debris would be removed from paths or roads.



CITY OF ASTORIA Founded 1811 • Incorporated 1856

City of Astoria Parks and Recreation Hazard Tree Removal and Replacement Solicitation for Bids

11/6/2017

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Introduction

The City of Astoria’s Parks and Recreation Department, located at 1555 W Marine Dr. Astoria OR 97103, invites qualified contractors to submit bids to provide tree removal and replacement services at the following locations:

- Alameda Park Reserve-Alameda & Cumberland St.
- Shively Park-16th & Williamsport Rd.
- The Astoria Riverwalk
- Violet LaPlante Park-45th & Cedar St.
- Oceanview Cemetery-575 SW 18th St. Warrenton, OR
- People’s Park-16th & Marine Dr.
- Astor Park-1 Coxcomb Dr.
- Tapiola Park-S. Denver & Marine Dr.
- McClure Park-8th & Grand
- Portal Park-33rd & Marine Dr.
- Maritime Memorial-Bay St. & Marine Dr.

Bids are due no later than 12pm on November 22nd at 1555 W. Marine Dr. Astoria Oregon 97103, with attention to Jonah Dart-McLean, Parks Maintenance Supervisor. Bids may be mailed, hand-delivered, or emailed to jdart@astoria.or.us. For questions, call 503-741-1600.

Scope of Work

Contractor will remove all trees detailed in attachment A, clean all debris from work sites and grind all stumps, and plant a replacement site-appropriate tree in the same approximate location, no more than 100’ from the original tree’s location, if feasible. If it is recommended that a replacement be located in a different area or site, rationale for this choice must be given and it will be at the City’s discretion to approve or deny any proposed planting locations. All replacement plantings must be on City of Astoria Parks Department property. A ratio of 1:1 for removal and replacement must be maintained for the work being carried out, all trees removed must be replaced with a new tree within the timeline of the project, listed below.

The City's highest priority is to remove all Priority 1 trees listed in the bid form. After evaluation of the costs to remove Priority 1 trees, if it is deemed feasible, the City may opt to include the removal of Priority 2 trees in the scope of work to referenced in the goods and services contract awarded to the successful contractor.

Qualifications

All work must be carried out under the supervision of an ISA Certified Arborist.

References

Contractor will provide three (3) references of similar jobs completed that encompass evaluation, removal, replacement recommendations, and replanting

Bid Content

Bids submitted on the attached bid form for each tree must provide all costs for services to remove hazard trees; as well as the cost to plant each replacement. The description regarding each replacement must include:

- A. Species
- B. Approximate Age At Time of Planting
- C. Timing of Planting (if different from date of removal)
- D. Brief explanation of the suitability for the tree at/or near the site or proposal to situate at an alternative location, with rationale for the site's suitability
- E. Description of three (3) year maintenance/management plan to maximize chances of replacement's survival. This plan should encompass any watering, pruning, monitoring, fertilization, or any other pertinent information required, in the opinion of an ISA certified Arborist, for optimal growth and longevity.

In instances where an existing tree is to be replaced with a different species, preference must be given for local, native species. If an exotic or non-native species is suggested, definitive justification must be given for the choice and the City, at its discretion, may opt to request the Contractor install a different species of its choice.

Totals for costs must be separated to delineate the total cost to remove all Priority 1 and 2 trees listed. If, after evaluation of bids, it is deemed there are sufficient funds, Priority 2 tree removals will be included in the final scope of work.

Timeline

All work must be completed and invoiced prior to May 31st, 2018. Once a bid is accepted and Contractor is notified to proceed, Contractor and a representative from the City will meet at each removal location to confirm removal tree(s) and mark replacement location(s).

Sample Contract

Attachment B to this solicitation contains a sample Goods and Services contract that will be used by the City and the Contractor for the work to be completed. The sample contract contains information regarding requirements and specifications for insurance, liability, and licenses.

Evaluation

All bids will be evaluated based on the following criteria:

- Price (50%)
- Experience of Contractor/Company (25%)
- Demonstrated Knowledge/Familiarity of Local Tree Species (20%)
- Quality of Proposal (5%)

Bid Form

Duplicate or provide additional sheets as needed

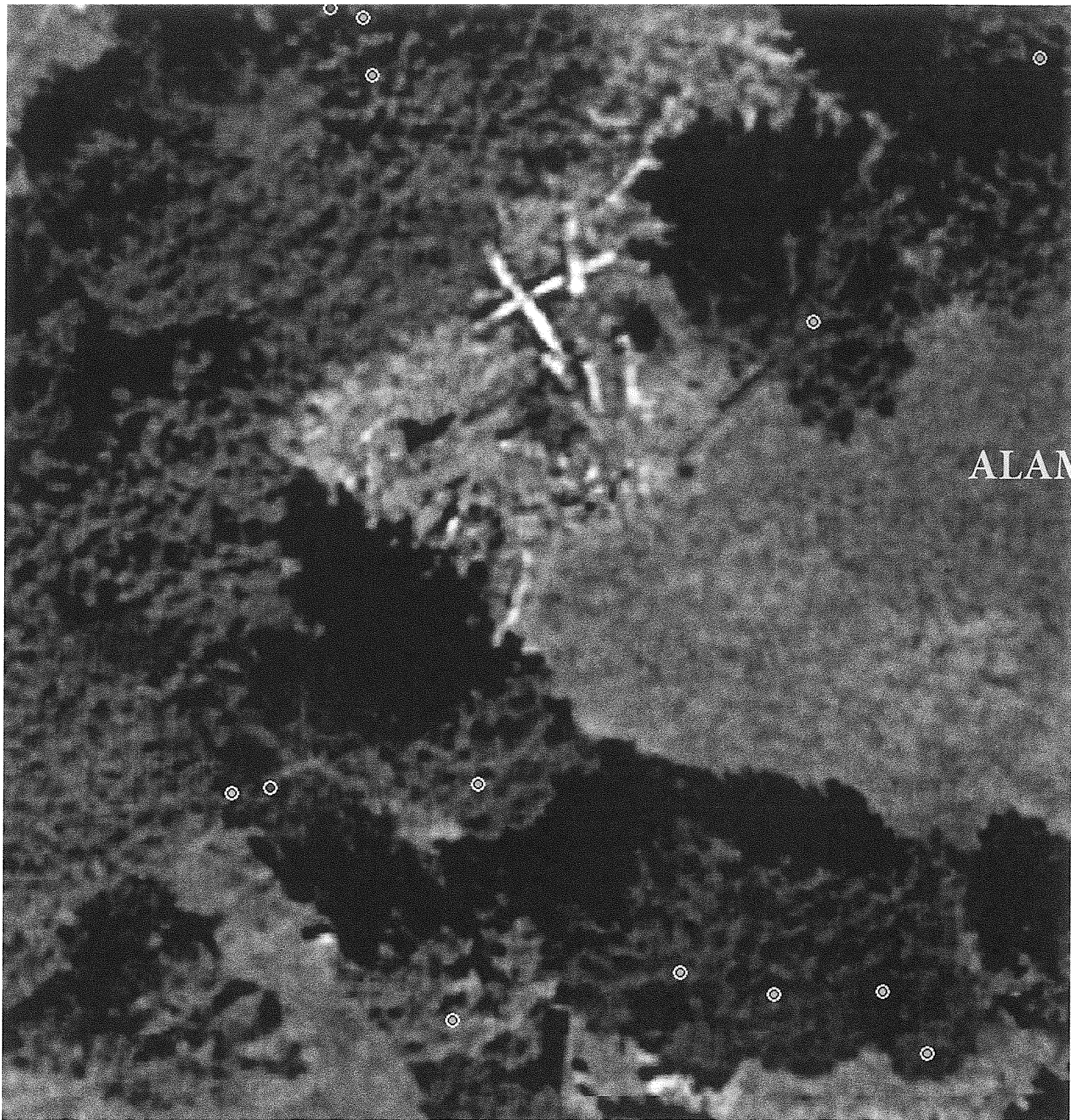
	BOTANICAL NAME	COMMON NAME	DBH	Height	Property	ID	Cost to Remove & Clean Site	Cost of Replacement	Replacement Species	Justification for Replacement Species	Location Replace Species from re location
P	Alnus oregona	Red Alder	7	48	VIOLET LAPLANTE PARK	1038					
r	Cupressus macrocarpa	Monterey Cypress	61	58	VIOLET LAPLANTE PARK	200717					
i	Acer circinatum	Vine Maple	30	16	PORTAL PARK EAST	200777					
o	Castanea sativa	European Chestnut	39	26	MCCLURE PARK	200827					
r	Pinus contorta	Shore Pine	29	30	ALAMEDA PARK RESERVE	200857					
i	Laburnum anagyroides	Goldenchain Tree	21	24	ALAMEDA PARK RESERVE	200858					
y	Prunus serrulata	Japanese Flowering Cherry	13	18	TAPIOLA PARK	300312					
	Acer macrophyllum	Bigsleaf Maple	13	57	VIOLET LAPLANTE PARK	300781					
1	Tsuga heterophylla	Western Hemlock	33	85	SHIVELY PARK	300898					
	Alnus oregona	Red Alder	10	28	OCEANVIEW CEMETARY	301132					
	Alnus oregona	Red Alder	13	44	OCEANVIEW CEMETARY	301133					
T	Prunus serrulata	Japanese Flowering Cherry	28	25	OCEANVIEW CEMETARY	301262					
r	Tsuga heterophylla	Western Hemlock	29	105	SHIVELY PARK	301870					
e	Tsuga heterophylla	Western Hemlock	42	110	SHIVELY PARK	301399					
s	Tsuga heterophylla	Western Hemlock	33	110	SHIVELY PARK	301421					
	Picea sitchensis	Sitka Spruce	60	95	CATHEDRAL TREE TRAIL	1005					
	Picea sitchensis	Sitka Spruce	35	42	CATHEDRAL TREE TRAIL	1007					
	Picea sitchensis	Sitka Spruce	20	85	CATHEDRAL TREE TRAIL	1008					
	Picea sitchensis	Sitka Spruce	20	42	CATHEDRAL TREE TRAIL	1009					
	Picea sitchensis	Sitka Spruce	25	36	CATHEDRAL TREE TRAIL	1010					
	Picea sitchensis	Sitka Spruce	35	30	CATHEDRAL TREE TRAIL	1011					
	Picea sitchensis	Sitka Spruce	26	46	CATHEDRAL TREE TRAIL	1012					
	Picea sitchensis	Sitka Spruce	21	42	CATHEDRAL TREE TRAIL	1013					
	Pseudotsuga menziesii	Douglas Fir	44	110	SHIVELY PARK	1017					
	Alnus oregona	Red Alder	10	44	VIOLET LAPLANTE PARK	1031					
	Alnus oregona	Red Alder	9	42	VIOLET LAPLANTE PARK	1034					
P	Prunus serrulata 'Kwanzan'	Kwanzan Flowering Cherry	21	18	PORTAL PARK EAST	200758					
r	Prunus serrulata 'Kwanzan'	Kwanzan Flowering Cherry	14	13	PORTAL PARK EAST	200779					
i	Ilex cornuta	Chinese Holly	6	24	ALAMEDA PARK RESERVE	200844					
o	Ilex aquifolium	English Holly	6	20	ALAMEDA PARK RESERVE	200846					
	Ilex aquifolium	English Holly	15	18	GRAY SCHOOL RECREATION COMPLEX	200896					
r	Prunus serrulata 'Kwanzan'	Kwanzan Flowering Cherry	15	14	MARITIME MEMORIAL	200931					
i	Picea pungens	Colorado Spruce	6	20	PEOPLES PARK	200953					
t	Quercus robur	English Oak	26	36	TAPIOLA PARK	300282					
y	Alnus oregona	Red Alder	13	26	RIVERWALK	300609					
	Alnus oregona	Red Alder	13	26	RIVERWALK	300628					
2	Alnus oregona	Red Alder	12	30	RIVERWALK	300829					
	Alnus oregona	Red Alder	8	26	RIVERWALK	300630					
	Alnus oregona	Red Alder	14	32	RIVERWALK	300637					
T	Alnus oregona	Red Alder	10	35	RIVERWALK	300654					
r	Alnus oregona	Red Alder	15	28	RIVERWALK	300655					
e	Alnus oregona	Red Alder	15	14	RIVERWALK	300656					
s	Alnus oregona	Red Alder	16	48	RIVERWALK	300719					
	Alnus oregona	Red Alder	33	54	VIOLET LAPLANTE PARK	300787					
	Liriodendron tulipifera	Tulip Tree	67	55	OCEANVIEW CEMETARY	301081					
	Crataegus laevigata	English Hawthorn	12	16	OCEANVIEW CEMETARY	301103					
	Cornus kousa	Kousa Dogwood	8	5	OCEANVIEW CEMETARY	301163					
	Ilex opaca	American Holly	18	17	OCEANVIEW CEMETARY	301173					
	Prunus serrulata	Japanese Flowering Cherry	14	22	OCEANVIEW CEMETARY	301242					
	Prunus serrulata	Japanese Flowering Cherry	7	12	OCEANVIEW CEMETARY	301261					
	Prunus serrulata	Japanese Flowering Cherry	11	10	OCEANVIEW CEMETARY	301264					
	Tilia americana	American Linden	21	24	OCEANVIEW CEMETARY	301293					
	Prunus serrulata	Japanese Flowering Cherry	27	24	OCEANVIEW CEMETARY	301297					
	Picea sitchensis	Sitka Spruce	38	90	CATHEDRAL TREE TRAIL	301353					
	Alnus oregona	Red Alder	14	25	ASTOR PARK	301567					
	Alnus oregona	Red Alder	23	37	ASTOR PARK	301619					

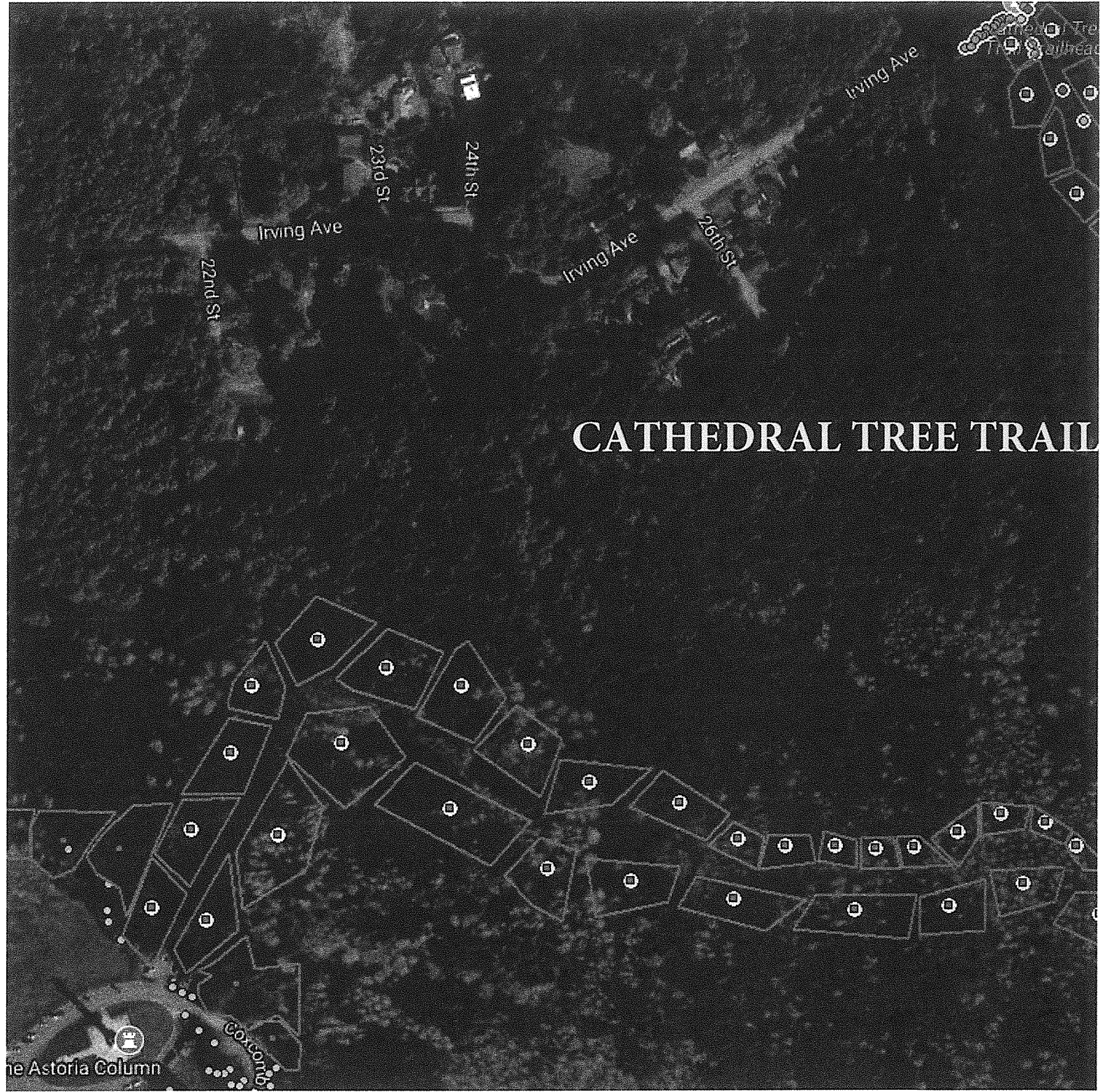
Total Cost To Remove All Priority 1 Trees	
Total Cost To Remove All Priority 2 Trees	

ATTACHMENT A

REMOVAL LOCATIONS

Removal Trees Delineated in Red



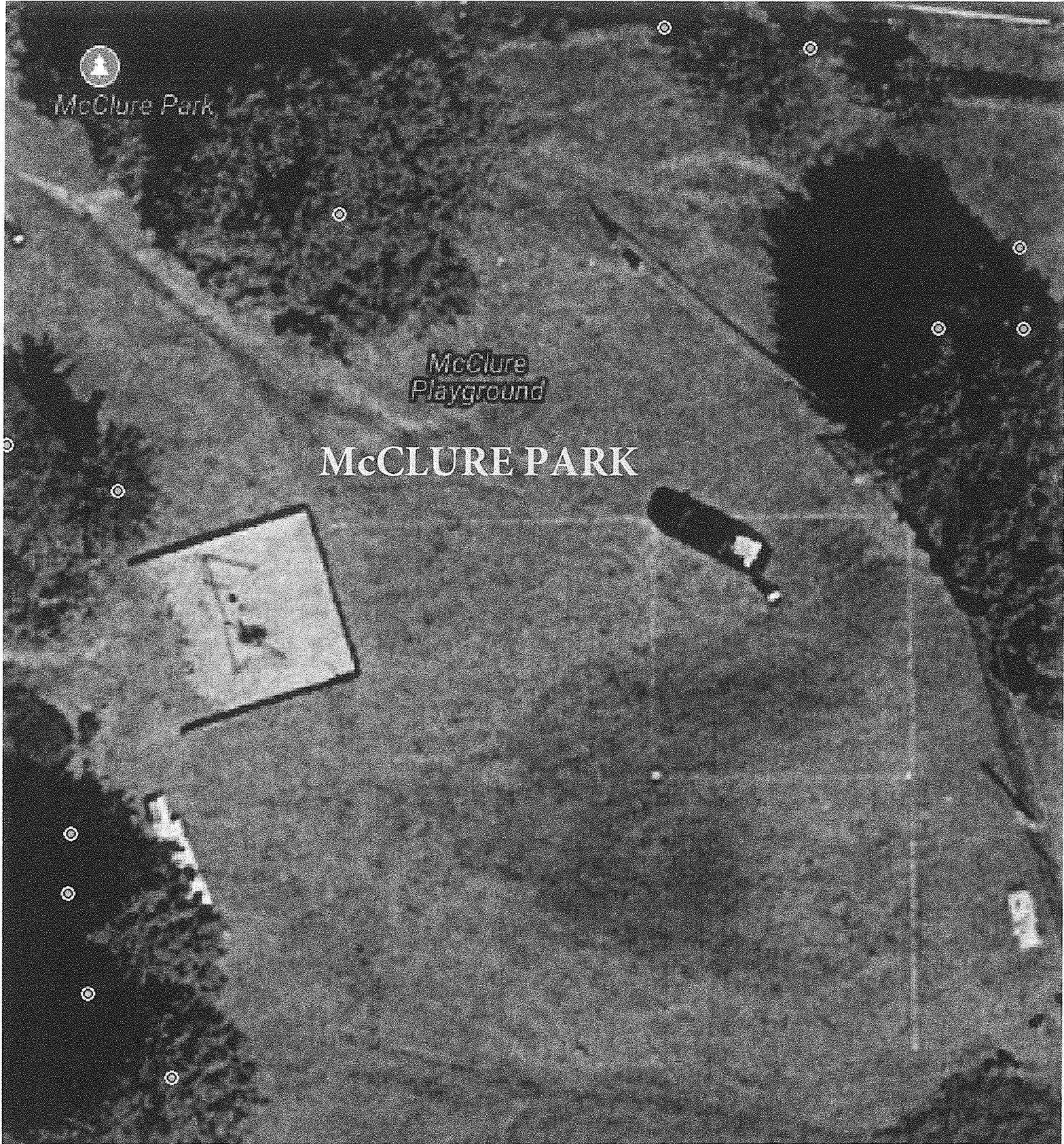


CATHEDRAL TREE TRAIL

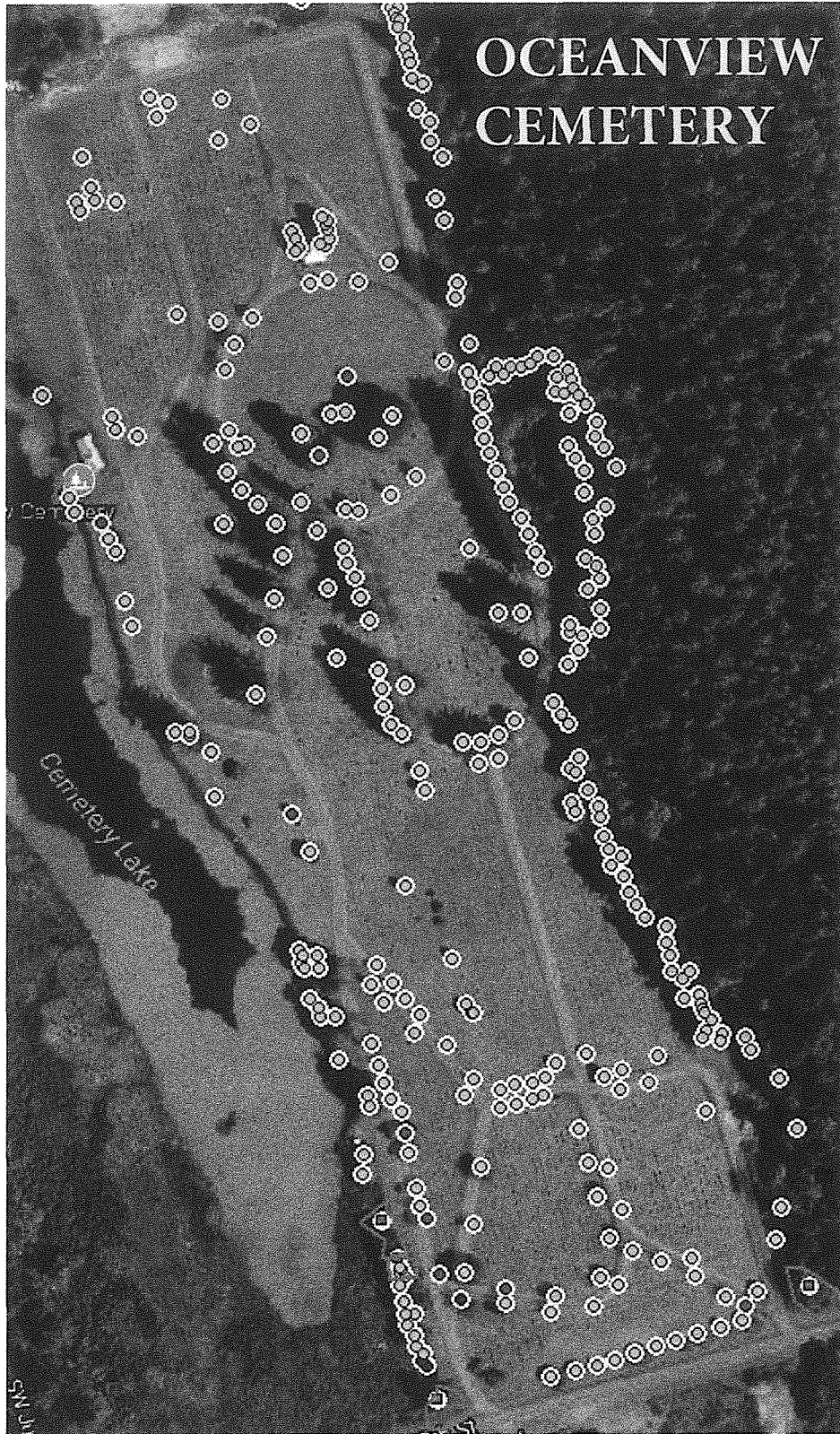


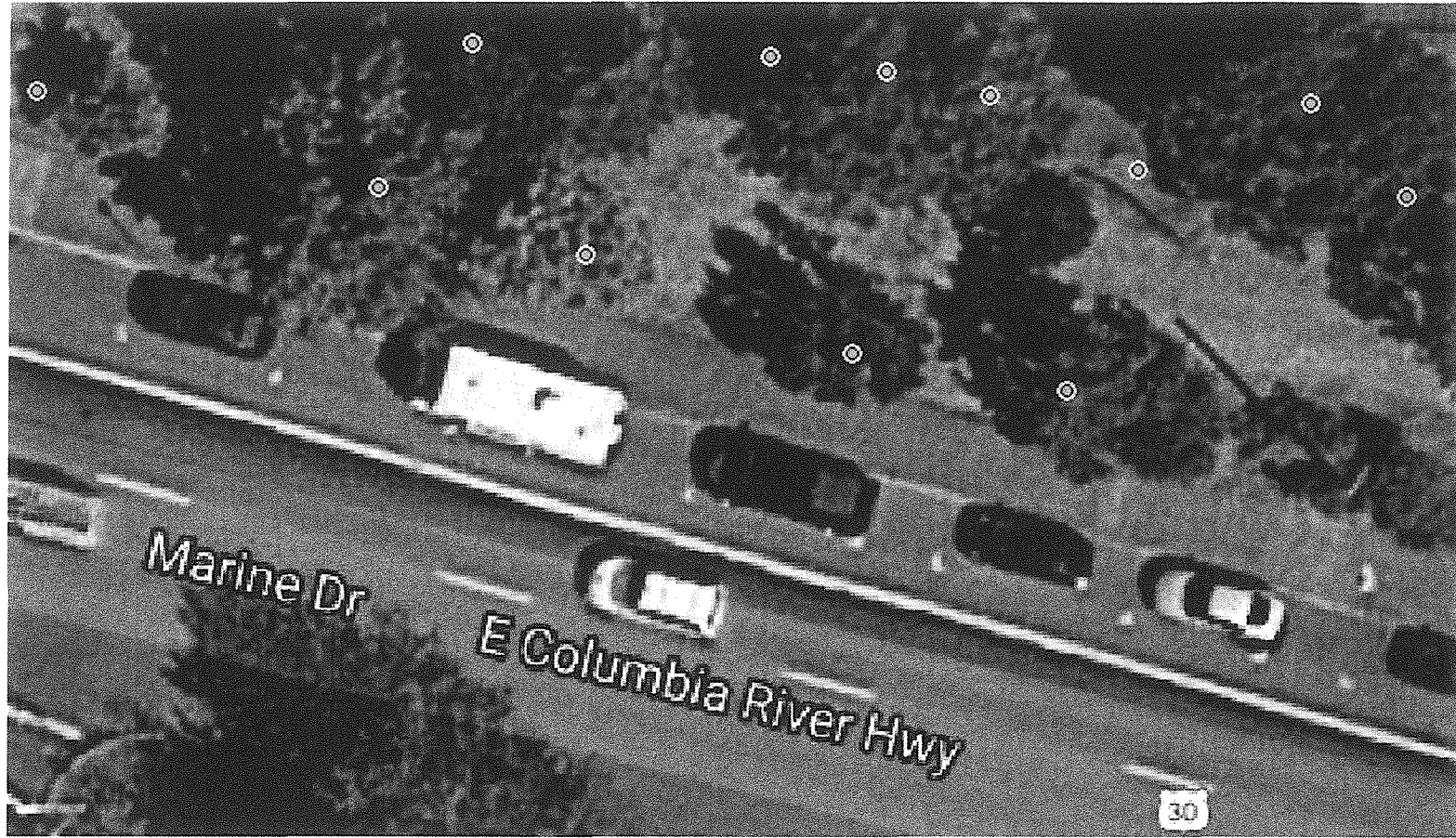


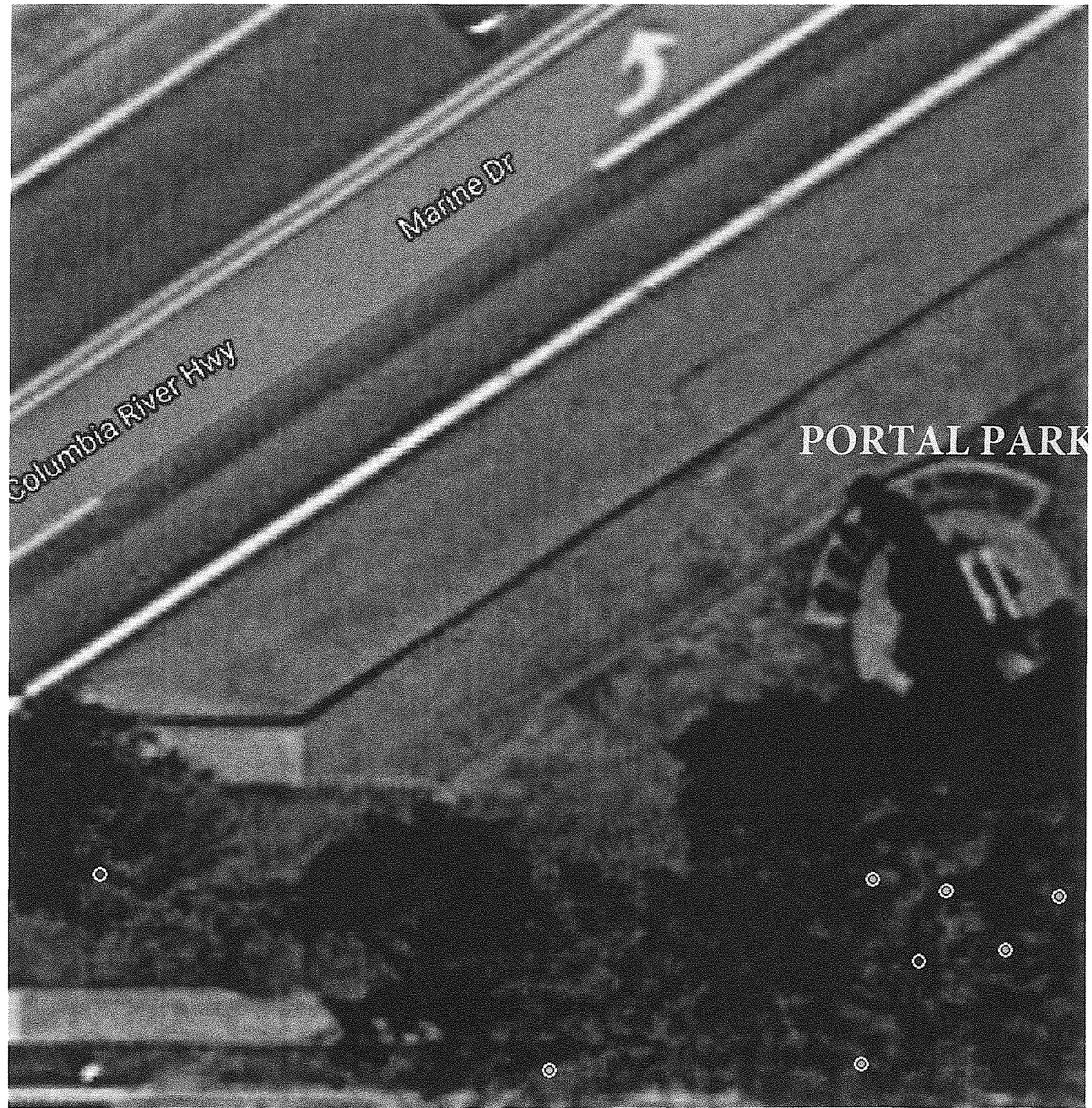
MARITIME MEMORIAL PARK



OCEANVIEW CEMETERY

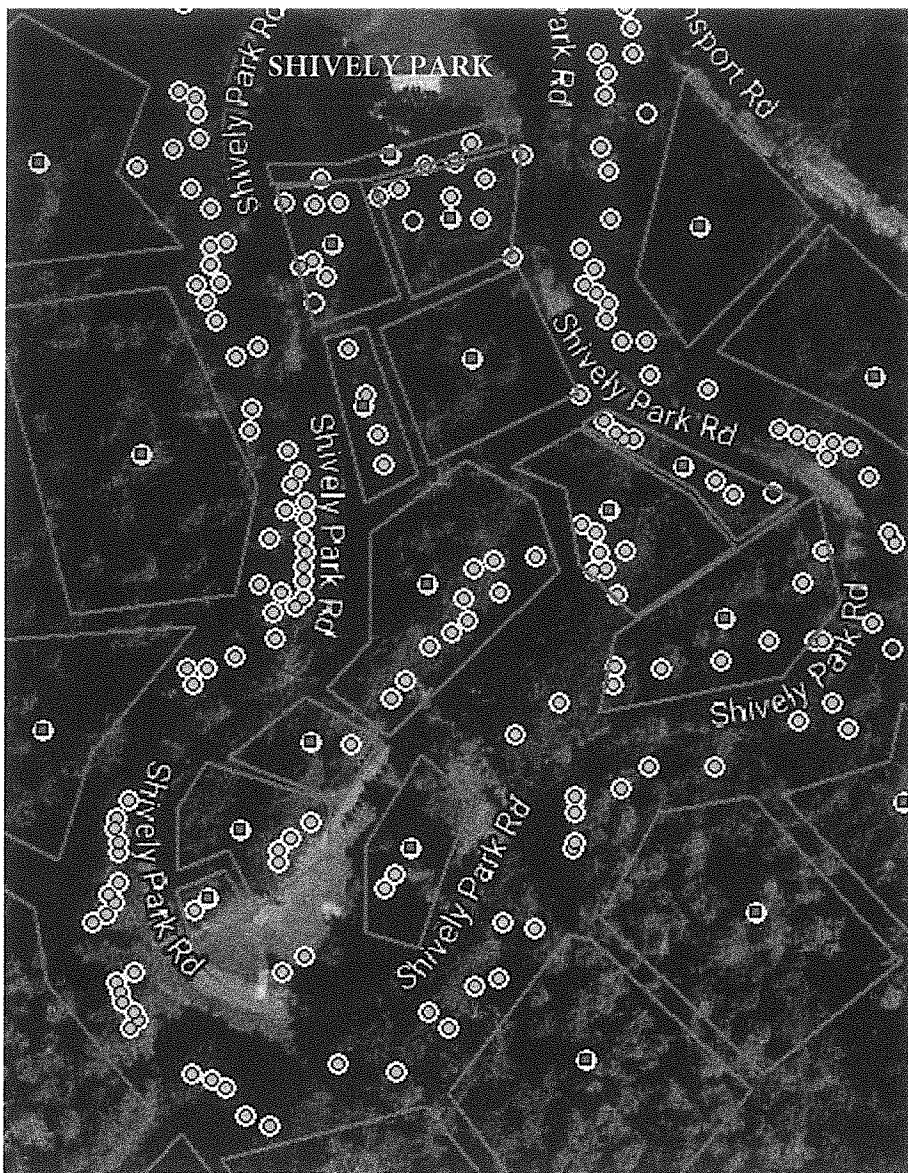


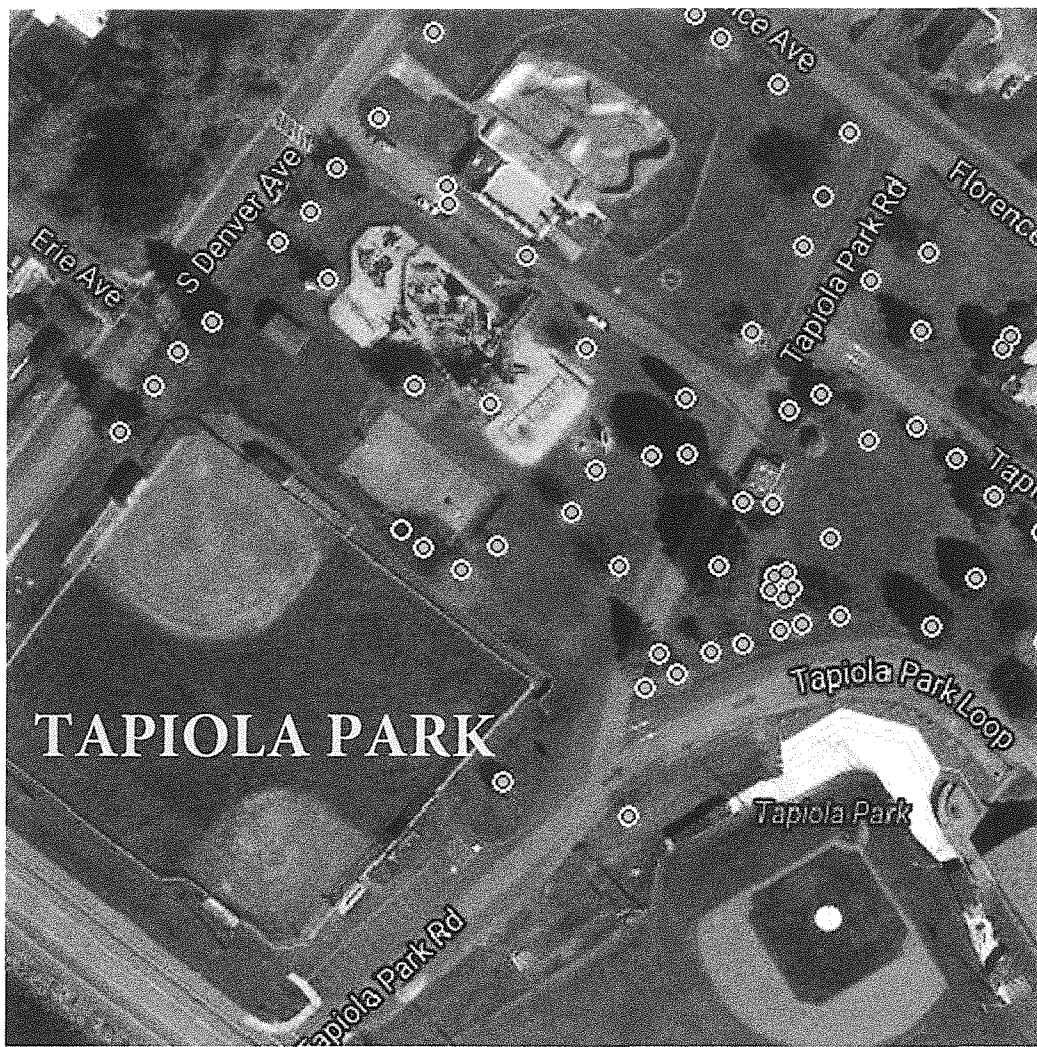




RIVERWALK







ATTACHMENT B
SAMPLE GOODS AND SERVICES CONTRACT

**CITY OF ASTORIA
CONTRACT FOR GOODS AND SERVICES**

CONTRACT:

This Contract, made and entered into this ____ day of _____, 2017 by and between the City of Astoria, a municipal corporation of the State of Oregon, hereinafter called "CITY", and CONTRACTOR., located at XXXXX, 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.

2. COMPENSATION

A. The CITY agrees to pay CONTRACTOR a total not to exceed \$\$\$\$\$ for providing goods and performance of those services provided herein;

B. *The CONTRACTOR will submit billing for work at 100% completion of the total project.*

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 CONTACT

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, CONSULTANT, at CONSULTANT'S cost, shall secure and continue to carry during the term of this contract, with an insurance company acceptable to CITY, the following insurance, written on an occurrence basis, in amounts not less than the limitations on liability for local public bodies provided in ORS 30.272 and ORS 30.273:

A. Commercial General Liability. CONSULTANT shall obtain, at CONSULTANT'S expense and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage. Coverage shall include consultants, sub-consultants and anyone directly or indirectly employed by either.

B. Automobile Liability. CONSULTANT shall obtain, at CONSULTANT'S expense and keep in effect during the term of the resulting contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits).

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

D. Professional Liability Insurance. The CONTRATOR shall have in force a policy of Professional Liability Insurance. The CONTRATOR shall keep such policy in force and current during the term of this contract.

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

17. CITY'S BUSINESS LICENSE

Prior to beginning work, the 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 subjected to discrimination in any City program, service, or activity on the grounds of age, disability, race, religion, color, national origin, sex, sexual orientation, gender identity and expression. The City of Astoria also requires its contractors and grantees to comply with this policy.

21. PAYMENT OF MEDICAL CARE

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

22. OVERTIME

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

23. STANDARD OF CARE

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

24. NO THIRD PARTY BENEFICIARIES

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

25. SEVERABILITY AND SURVIVAL

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

26. COMPLETE CONTRACT

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

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

Approved as to form:

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

Attorney

BY: _____
City Manager Date

CONTRACTOR

BY: _____
Contractor Date



Arbor Care Tree Specialists Inc.
Bid proposal for City of Astoria

#	BOTANICAL NAME	COMMON NAME	DBH	Height	Property	ID	Cost to Remove & Clean Site	Cost of Replacement	Replacement Species	Justification for Replacement Species	Location of Replacement Species (if different from removal location)	Total Cost for Services
P	1	Alnus oregona	Red Alder	7	43 VIOLET LAPLANTE PARK	1038	1147.5	274	Red Alder			1421.5
r	2	Cupressus macrocarpa	Monterey Cypress	61	58 VIOLET LAPLANTE PARK	200717	4200	340	Monterey Cypress			4540
i	3	Acer chinatum	Vine Maple	30	16 PORTAL PARK EAST	200777	560	340	Vine Maple			400
d	4	Castanea sativa	European Chestnut	39	26 MCCLURE PARK	200827	1440	388	European Chestnut			1828
r	5	Pinus contorta	Shore Pine	29	30 ALAMEDA PARK RESERVE	200857	\$668	316	Shore Pine			984
i	6	Laburnum anagyroides	Goldenchain Tree	21	24 ALAMEDA PARK RESERVE	200858	\$428	340	Golden Chain			768
t	7	Prunus serrulata	Japanese Flowering Cherry	13	18 TAPIOLA PARK	300312	\$410	340	Flowering Cherry			750
v	8	Acer macrophyllum	Bigleaf Maple	13	57 VIOLET LAPLANTE PARK	300781	765	304	Bigleaf Maple			1069
s	9	Tsuga heterophylla	Western Hemlock	33	85 SHIVELY PARK	300898	2560 leave log lay 4000 remove all debris	316	Douglas fir	less failure prone*		2876
	10	Alnus oregona	Red Alder	10	28 OCEANVIEW CEMETARY	301132		274	Red Alder			334
T	11	Alnus oregona	Red Alder	13	44 OCEANVIEW CEMETARY	301133	60	274	Red Alder			314
r	12	Prunus serrulata	Japanese Flowering Cherry	28	25 OCEANVIEW CEMETARY	301262	570	340	Flowering cherry			910
e	13	Tsuga heterophylla	Western Hemlock	29	105 SHIVELY PARK	301370	1440	316	Douglas fir	less failure prone*		1756
s	14	Tsuga heterophylla	Western Hemlock	42	110 SHIVELY PARK	301399	3200	316	Douglas fir	less failure prone*		3516
	15	Tsuga heterophylla	Western Hemlock	38	110 SHIVELY PARK	301421	2500 leave log lay	316	Douglas fir	less failure prone*		2816
	16	Tsuga heterophylla	Western Hemlock	60	93 CATHEDRAL TREE TRAIL	1005	4160 remove all debris	316	Douglas fir	less failure prone*		1916
	17	Tsuga heterophylla	Western Hemlock	35	42 CATHEDRAL TREE TRAIL	1007	1600	316	Douglas fir	less failure prone*		716
	18	Tsuga heterophylla	Western Hemlock	20	85 CATHEDRAL TREE TRAIL	1008	400	316	Douglas fir	less failure prone*		2316
	19	Tsuga heterophylla	Western Hemlock	20	42 CATHEDRAL TREE TRAIL	1009	2000	340	Sitka Spruce	less failure prone*		820
	20	Tsuga heterophylla	Western Hemlock	23	36 CATHEDRAL TREE TRAIL	1010	480	340	Sitka Spruce	less failure prone*		820
	21	Tsuga heterophylla	Western Hemlock	35	30 CATHEDRAL TREE TRAIL	1011	480	340	Sitka Spruce	less failure prone*		820
	22	Tsuga heterophylla	Western Hemlock	26	46 CATHEDRAL TREE TRAIL	1012	560	340	Sitka Spruce	less failure prone*		900
	23	Tsuga heterophylla	Western Hemlock	21	42 CATHEDRAL TREE TRAIL	1013	480	340	Sitka Spruce	less failure prone*		820
	24	Pseudotsuga menziesii	Douglas Fir	44	110 SHIVELY PARK	1017	3200	316	Douglas fir	less failure prone*		3516
	25	Alnus oregona	Red Alder	10	44 VIOLET LAPLANTE PARK	1031	445	274	Red Alder			719
	26	Alnus oregona	Red Alder	9	42 VIOLET LAPLANTE PARK	1034	1300	274	Red Alder			1574
P	27	Prunus serrulata 'Kwanzan'	Kwanzan Flowering Cherry	21	18 PORTAL PARK EAST	200758	615	340	Flowering Cherry			955
r	28	Prunus serrulata 'Kwanzan'	Kwanzan Flowering Cherry	14	13 PORTAL PARK EAST	200779	267.5	340	Flowering Cherry			607.5
i	29	Ilex cornuta	Chinese Holly	6	24 ALAMEDA PARK RESERVE	200844	\$165	340	Wax myrtle	native & non-invasive*		505
d	30	Ilex aquifolium	English Holly	6	20 ALAMEDA PARK RESERVE	200846	\$60	388	Cascara	native & non-invasive*		448
r	31	Ilex aquifolium	English Holly	15	18 GRAY SCHOOL RECREATION COMPLEX	200896	667.5	340	Wax myrtle	native & non-invasive*		1007.5
	32	Prunus serrulata 'Kwanzan'	Kwanzan Flowering Cherry	15	14 MARITIME MEMORIAL	200931	205	376	Kwanza Cherry			581
	33	Picea pungens	Colorado Spruce	6	20 PEOPLES PARK	200933	\$185	376	Colorado spruce			651
T	34	Quercus robur	English Oak	26	36 TAPIOLA PARK	300282	\$730	394	English Oak			1124
v	35	Alnus oregona	Red Alder	13	26 RIVERWALK	300609	320	376	European beech	if relocating to Tapiola	see bid supplement tree #35*	696
	36	Alnus oregona	Red Alder	13	26 RIVERWALK	300628	160	376	European beech	if relocating to Tapiola	see bid supplement tree #36*	536
2	37	Alnus oregona	Red Alder	12	30 RIVERWALK	300629	320	340	Flowering Cherry	if relocating to Tapiola	see bid supplement tree #37*	660
	38	Alnus oregona	Red Alder	8	26 RIVERWALK	300630	120	340	Flowering Cherry	if relocating to Tapiola	see bid supplement tree #38*	460
	39	Alnus oregona	Red Alder	14	32 RIVERWALK	300637	480	388	European Chestnut	if relocating to Tapiola	see bid supplement tree #39*	868
T	40	Alnus oregona	Red Alder	10	35 RIVERWALK	300654	400	340	Austrian black pine	if relocating to Tapiola	see bid supplement tree #40*	740
	41	Alnus oregona	Red Alder	15	28 RIVERWALK	300655	320	274	Red Alder		see bid supplement tree #41*	594
e	42	Alnus oregona	Red Alder	15	14 RIVERWALK	300656	320	274	Red Alder		see bid supplement tree #42*	594
s	43	Alnus oregona	Red Alder	16	48 RIVERWALK	300719	890	274	Red Alder			1164
	44	Alnus oregona	Red Alder	33	54 VIOLET LAPLANTE PARK	300787	2295	274	Red Alder			2569
	45	Liriodendron tulipifera	Tulip Tree	67	55 OCEANVIEW CEMETARY	301081	5745	352	Tulip Tree			6097
	46	Crataegus laevigata	English Hawthorn	12	16 OCEANVIEW CEMETARY	301103	173.75	340	Wax myrtle			513.75
	47	Cornus kousa	Kousa Dogwood	8	5 OCEANVIEW CEMETARY	301163	82.5	395	Kousa Dogwood			477.5
	48	Ilex opaca	American Holly	18	17 OCEANVIEW CEMETARY	301173	365	388	Cascara	native & non-invasive*		753
	49	Prunus serrulata	Japanese Flowering Cherry	14	23 OCEANVIEW CEMETARY	301242	570	340	Flowering Cherry			910
	50	Prunus serrulata	Japanese Flowering Cherry	7	12 OCEANVIEW CEMETARY	301261	205	340	Flowering Cherry			545
	51	Prunus serrulata	Japanese Flowering Cherry	11	10 OCEANVIEW CEMETARY	301264	173.75	340	Flowering Cherry			513.75
	52	Tilia americana	American Linden	21	24 OCEANVIEW CEMETARY	301293	525	352	American Linden			877
	53	Prunus serrulata	Japanese Flowering Cherry	27	24 OCEANVIEW CEMETARY	301297	173.75	340	Flowering Cherry			513.75
	54	Tsuga heterophylla	Western Hemlock	38	90 CATHEDRAL TREE TRAIL	301353	640	316	Douglas fir	less failure prone*		956
	55	Alnus oregona	Red Alder	14	25 ASTOR PARK	301567	400	274	Red Alder			674
	56	Alnus oregona	Red Alder	28	37 ASTOR PARK	301619	480	274	Red Alder			754
							18507					67566.25

1 See Maps for the location of each tree marked by #

2 See Bid Supplement A for descriptions of each tree

3 See Bid Supplement B for planting alternatives

4 See Bid Supplement C for recommendation(s) for 3 year optimal survival care plan of newly planted trees

5 See Bid Supplement D for bid additions and recommendations

Total Cost To Remove All Priority 1 Trees	24,282.50
Total Cost To Remove All Priority 2 Trees	43283.75

Pre-planting watering +640



Professional References of Arbor Care Tree Specialists

United States Coast Guard
Attn: Cape Disappointment
322 Coast Guard Rd.
Ilwaco, WA 98624
Tel: 253.230.9268
Email: jason.c.billings@uscg.mil

- Pruning and maintenance of grounds annually since 2010.

City of Astoria
Department of Public Works
Attn: Steve Ruggles
1095 Duane Street
Astoria, OR 97103
Tel: 503.338.5173
Email: sruggles@astoria.or.us

- Pruning and maintenance of requested sites since 2010

State of Washington
Department of Enterprise
Division of Buildings and Grounds
Attn: Brent Chapman, Horticulturist
P.O. Box 41004
Olympia, WA 98504
Tel: 360.725.0018
Email: brent.chapman@des.wa.gov

- Pruning and maintenance of grounds annually since 2012. Current contract award renewable through 2023.

Pinehurst Home Owners Association
Attn: Lauri Pszeracki
88736 Surfsands Rd.
Gearhart, OR 97138
Tel: 503.717.5211
Email: lauripszeracki@aol.com

- Pruning and maintenance of grounds annually since 2015.



Astoria Parks Hazardous Tree Removals Bid Supplement A

1	Red alder: tall and skinny tree with easy access from paved foot path. Replace near removal.
2	Monterey cypress: This is a very large tree. Easy access via a paved foot path. Utilize lift to access the crown to technically dissect material into the open drop zone. Bobcat should be used to handle the wood. Replace near removal.
3	Vine maple: easy access. Cut stump low in lieu of grinding given slope of location. Replace near removal. Deflectors needed during stump grinding.
4	European chestnut: The uphill lane of 8 th street adjacent to park will need to be closed to accommodate removal. Chipping of stump will not be possible given the slope of the location, cut stump low.
5	Shore pine: The basal inclusion of this tree is actively failing. One leader is being braced by the house drop of the adjacent property. PUD will have to drop the power line before we can remove this tree. Tree straddles the adjacent property's backyard. Stump can only be ground to the surface given the sloped location. Replace near removal.
6	Golden chain: removal near road with easy access. However, as professional arborists we question the need to remove this tree. This is a flowering species which adds great aesthetic value and still retains its structural integrity. Please note. Replace near removal.
7	Japanese flowering cherry: open setting removal with replacement near removal site. Clear access near basketball courts but estimate 75 yards from nearest road.
8	Bigleaf maple: tall and skinny tree with an open drop zone and easy access. Replace near removal. Grind stump to soil surface to prevent damaging the root system of nearby trees.
9	Western hemlock: We recommend leaving the majority of the log onsite to decompose and become a habitat log. It is the most ecologically reasonable option given the natural setting of this park. It will not inhibit visitor use in any way. Not only is it ecologically better for the park, it is also financially cheaper. All debris would be removed from paths or roads. We will include a quote for both leaving of the log and removing all material. Also, stump grinding in this location may negatively affect surrounding trees so we advise against it. The stump will remain in the green space and go unnoticed by visitors.
10	Red alder: Tree is dead. No stump grinding needed as this tree is at or near water level. Replacement should be up the bank a minimum of 15 feet.
11	Red alder: Tree is a dead snag. No stump grinding needed as this tree is at or near water level. Replacement should be up the bank a minimum of 15 feet.
12	Japanese flowering cherry: open setting with the exception of the head stones which need to be protected. Easy access from road. Replace near removal site.

13	Western hemlock: This is a double trunk tree connected by an inclusion close to the ground. We recommend leaving the majority of the logs onsite to decompose and become a habitat log. It is the most ecologically reasonable option given the natural setting of this park. It will not inhibit visitor use in any way. Not only is it ecologically better for the park, it is also financially cheaper. All debris would be removed from paths or roads. Also, stump grinding in this green-space location may negatively affect surrounding trees so we advise against it. The stump will remain in the green space and go unnoticed by visitors.
14	Western hemlock: We recommend leaving the majority of the log onsite to decompose and become a habitat log. It is the most ecologically reasonable option given the natural setting of this park. It will not inhibit visitor use in any way. Not only is it ecologically better for the park, it is also financially cheaper. All debris would be removed from paths or roads. Also, stump grinding in this green-space location may negatively affect surrounding trees so we advise against it. The stump will remain in the green space and go unnoticed by visitors.
15	Western hemlock: We recommend leaving the majority of the log onsite to decompose and become a habitat log. It is the most ecologically reasonable option given the natural setting of this park. It will not inhibit visitor use in any way. Not only is it ecologically better for the park, it is also financially cheaper. All debris would be removed from paths or roads. We will include a quote for both leaving of the log and removing all material. Also, stump grinding in this location may negatively affect surrounding trees so we advise against it. The stump will remain in the green space and go unnoticed by visitors.
16	Western hemlock: large codominant tree. We recommend leaving the majority of the logs onsite to decompose and become a habitat logs. It is the most ecologically reasonable option given the natural setting of this park. It will not inhibit visitor use in any way. Not only is it ecologically better for the park, it is also financially cheaper. All debris would be removed from paths or roads.
17	Western hemlock: large decaying snag. We recommend leaving the majority of the log onsite to decompose and become a habitat log. It is the most ecologically reasonable option given the natural setting of this park. It will not inhibit visitor use in any way. Not only is it ecologically better for the park, it is also financially cheaper. All debris would be removed from paths or roads.
18	Western hemlock: We recommend leaving the majority of the log onsite to decompose and become a habitat log. It is the most ecologically reasonable option given the natural setting of this park. It will not inhibit visitor use in any way. Not only is it ecologically better for the park, it is also financially cheaper. All debris would be removed from paths or roads.
19	Western hemlock: very tall and leaning live tree. We recommend leaving the majority of the log onsite to decompose and become a habitat log. It is the most ecologically reasonable option given the natural setting of this park. It will not inhibit visitor use in any way. Not only is it ecologically better for the park, it is also financially cheaper. All debris would be removed from paths or roads.
20	Western hemlock: large decaying snag. We recommend leaving the majority of the log onsite to decompose and become a habitat log. It is the most ecologically reasonable option given the natural setting of this park. It will not inhibit visitor use in any way. Not only is it ecologically better for the park, it is also financially cheaper. All debris would be removed from paths or roads.
21	Western hemlock: large decaying snag. We recommend leaving the majority of the log onsite to decompose and become a habitat log. It is the most ecologically reasonable option given the natural setting of this park. It will not inhibit visitor use in any way. Not

	only is it ecologically better for the park, it is also financially cheaper. All debris would be removed from paths or roads.
22	Western hemlock: large decaying snag. We recommend leaving the majority of the log onsite to decompose and become a habitat log. It is the most ecologically reasonable option given the natural setting of this park. It will not inhibit visitor use in any way. Not only is it ecologically better for the park, it is also financially cheaper. All debris would be removed from paths or roads.
23	Western hemlock: large decaying snag. We recommend leaving the majority of the log onsite to decompose and become a habitat log. It is the most ecologically reasonable option given the natural setting of this park. It will not inhibit visitor use in any way. Not only is it ecologically better for the park, it is also financially cheaper. All debris would be removed from paths or roads.
24	Douglas fir: large double stemmed tree connected 12 feet off the ground at a basal inclusion. We recommend leaving the majority of this tree onsite to decompose and become habitat logs. It is the most ecologically reasonable option given the natural setting of this park. It will not inhibit visitor use in any way. Not only is it ecologically better for the park, it is also financially cheaper. All debris would be removed from paths or roads. Also, stump grinding in this location may negatively affect surrounding trees so we advise against it. Given the size, location and unique visual characteristics of the base of this tree we recommend leaving a 12-20 foot habitat pole to act as a natural area for local birds and other wildlife.
25	Red alder: easy access via paved walking path. Replace near removal.
26	Red Alder: This tree should not be climbed due to basal defects and is in proximity to overhead power. The access to the base of the tree is very soft but should firm up in the summer allowing us safely work the tree with our lift. Replacement should be installed nearby but in a drier location to aid in the success of the planting.
27	Kwanzan flowering cherry: easy access near sidewalk. Recommend new replacement location on corner to prevent future entanglement with utility lines. Deflectors needed during stump grinding.
28	Kwanzan flowering cherry: open setting removal with replacement near removal site. Deflectors needed during stump grinding.
29	Chinese holly: open setting removal. Replace near removal site with a different species such as a native Myrica californica.
30	English holly: tree sits in a blackberry patch but otherwise is easily accessible. Replace near removal within 25 feet. Stump grinding is not necessary given the greenspace location of this tree.
31	English holly: Two parking spaces will have to be reserved to accommodate removal by parking lot. Easy access. Replace near removal.
32	Kwanzan flowering cherry: easy access. Deflectors needed during stump grinding.
33	Colorado spruce: small tree. Parking limited. Deflectors needed during stump grinding.
34	English oak: open setting removal with replacement near removal site.
35	Red alder: access via pedestrian path. Utilize man lift to access work overhanging the river. Stump grinding is not necessary and unfeasible given the steep bank, rocky conditions and closeness to tidal activity. Recommend alternate planting location: either on the other side of the path (very poor soil conditions) or at another site such as Tapiola Park where conditions are more favorable.
36	Red alder: please see recommendations and site conditions of tree #35 as they apply.

37	Red alder: please see recommendations and site conditions of tree #35 as they apply.
38	Red alder: please see recommendations and site conditions of tree #35 as they apply.
39	Red alder: please see recommendations and site conditions of tree #35 as they apply.
40	Red Alder: tree can be felled away from the river and chipped in nearby empty lot. Replace near removal site
41	Red alder: please see recommendations and site conditions of tree #35 as they apply.
42	Red alder: please see recommendations and site conditions of tree #35 as they apply.
43	Red alder: please see recommendations and site conditions of tree #35 as they apply.
44	Red alder: very large tree with multiple inclusions and defects at the base. Utilize lift for removal and use paved pedestrian path for access. Bobcat should be used for wood. This tree is of a condition which we consider dangerous and recommend it to be elevated to a priority one listing. Replace near removal site.
45	Tulip tree: very large multi-leader tree. Access from nearby foot path and utilize lift. Replace near removal site. Coordinate with site steward to have grave stone lifted during stump grinding.
46	English hawthorn: easy access. Replace near removal site with a different species such as a native <i>Myrica californica</i> .
47	Kousa dogwood: small tree with easy access. Replace near removal site.
48	American holly: easy access. Replace near removal site with a different species such as a native <i>Myrica californica</i> .
49	Japanese flowering cherry: easy access. Replace near removal site.
50	Japanese flowering cherry: easy access. Replace near removal site.
51	Japanese flowering cherry: easy access. Replace near removal site.
52	American linden: easy access. Replace near removal site.
53	Japanese flowering cherry: easy access. Replace near removal site.
54	Western hemlock: large live tree which has had the top broken out for some time. We recommend leaving the majority of the log onsite to decompose and become a habitat log. It is the most ecologically reasonable option given the natural setting of this park. It will not inhibit visitor use in any way. Not only is it ecologically better for the park, it is also financially cheaper. All debris would be removed from paths or roads.
55	Red alder: tree is dead and is along James Rd. which later becomes Pipeline road. There is a gate which hopefully will remain unlocked for access. We recommend leaving the log and subsequent debris on the forest floor to decompose. It is an ecologically responsible solution and will not inhibit visitors in anyway. Also, this prescription will greatly reduce cost.
56	Red alder: tree is dead and is along James Rd. which later becomes Pipeline road. There is a gate which hopefully will remain unlocked for access. We recommend leaving the log and subsequent debris on the forest floor to decompose. It is an ecologically responsible solution and will not inhibit visitors in anyway. Also, this prescription will greatly reduce cost.



Astoria Parks Hazardous Tree Removals Alternate Planting Rational Bid Supplement B

Author: Austin Wienecke ISA Certified Arborist PN-5890A

The asterisks* in Astoria Parks price matrix should redirect readers to the explanation bellow.

- Western hemlocks are a highly failure prone tree in our native range. They are more susceptible to Phellinus Pini and Ganoderma than our native Douglas fir or Sitka spruce. Though the Douglas fir or Sitka spruce is not immune from these fungal wood decaying organisms, it holds up better than the Western hemlock. I would not target Western hemlocks as a "hazardous" species but also would not recommend planting them in highly trafficked parks.
- Holly is a Class C invasive species on the City of Portland's invasive species list. Please refer to the following website for more information:
<https://www.portlandoregon.gov/citycode/article/322280> That being said, a native alternative should be used to replace it whenever it is seen fit to remove. Native alternatives are: Wax myrtle (*Myrica californica*) and Cascara (*Rhamnus purshiana*)
- In regards to the Riverwalk location, the soil quality and site possibilities for nearby replantings are very hostile. While we could possibly replant opposite the riverside of the path, the soil quality is so poor that failure of new planting is almost inevitable. In response to this, it is suggested that you replant at an alternate site. Tapiola Park has a very nice location adjacent to the English oak which has been marked for removal. Eight trees could go in this location and near it with a much better chance of survival than along the Riverwalk Path. Some non-native trees are selected for replacement because Tapiola Park has an arboretum quality and Alders are not a good species to be planted in such a heavily trafficked area. The non-native species have been selected for their coastal hardiness and ease of maintenance.



Astoria Parks Bid Supplement C: 3 Year optimal survival plan for newly planted trees.

The survival of any newly planted tree is dependent on many factors. Some of these factors we can control, and others, like vandalism, we have little control over. What we can do is try to give each tree the most desirable conditions to foster healthy growth. The most basic of these conditions is the soil quality and condition of the initial planting stock. The soil condition will determine the trees ability to access water and the planting stock will determine the trees propensity to withstand the environmental conditions of this region. I will address how each of these factors should be mitigated in this proposal.

The soil conditions for some of the proposed planting locations is optimal. Specifically, in the "forested" settings where leaf litter has built the soil up allowing for increase pore space. The organic material in the form of decomposing wood and leaves have created a nutrient rich soil with good drainage that allow the roots easy access to slow released water, minerals and nutrients such as nitrogen. Our optimal soil conditions begin to diminish in the parks where grass is encouraged. In these areas it is recommended that mulch rings be installed by Arbor Care Tree Specialists Inc. and maintained by Astoria Parks. The mulch rings artificially create the same desirable conditions of that in a forested setting. The chipped mulch, not sterile bark mulch, break down supplying nutrients, amend the soil and even create a layer which resists evaporations of needed water during summer months. The third and least optimal soil type which we find in this project is that found in rocky sites or sites where construction fill has been used as a growing medium. The Riverwalk site is our best example. Rock based soil has too much pore space and not enough soil. This allows water to run past the roots and never stay in contact long enough for the tree to utilize it. In contrast, the construction medium does not allow water to drain enough. When this happens the planting hole becomes a basin and the tree drowns. In these cases of rocky and construction fill we have recommended that alternative planting sites be utilized. The only other alternative would be to heavily amend the existing soil to three times the planting holes size and follow up with growing mulch rings as the tree matures.

Planting stock compatibility comes down to species selection and what the nursery supply. Regarding species, the use of native trees is the best match to the growing conditions of the region. There are a few reasons to not choose a native species however. For this project we chose alternate trees for Holly (which is invasive and non-native), for Hemlock (which is less stable) and for Alder (which routinely have branch failures and are not recommended in parks). Those areas like Tapiola Park, which is selected as an alternate planting site, we chose non-native but time-tested trees to compliment the already planted non-native park trees. By "time-tested" I refer to years in observation that I have seen these species thrive in this sometimes-hostile coastal environment. As for the stock coming from the nursery and it being inferior regarding defects, we reserve the right with our supplier to reject any

tree which seems to be "on its way out". That being said, our supplier tries to only supply us with the best stock because they know we are picky.

We have addressed the tree and the soil, but what is left are the prescriptive needs of Astoria Parks to keep these trees alive. The needs of the planted trees come down to two things: water and mulch rings. Mulch rings should be maintained to amend soil, help with water retention and to keep competing plants away from the young trees. As for watering, the frequency and amount will be determined by soil drainage and retention for the individual tree. In this region watering is only needed during the summer months of the initial three years after planting. The easiest tool to facilitate this are "Treegator Bags" which can be filled twice a week and left to slow soak the tree. Their limitation is that on sloped sites they don't work. Any tree planted in a sloped location will be at a disadvantage for watering and so therefore most trees will be planted on as flat of a location as can be found. When manually watering slow soaks of 6 gallons per tree, three times a week will do. I do not think fertilization will be needed. If rain is seen as a substitute for watering, make sure the rainfall is significant enough to saturate the soil.

Arbor Care Tree Specialist Inc. can supply the city with mulch at no cost, and Astoria Parks can distribute it to the individual trees. Also, for those trees with stakes, all stakes and ties should be removed one year after planting to prevent damage via girdling. The Gator Tree Bags can help prevent damage by grounds maintenance as well by providing a protective physical barrier during mowing. The Tree Bags should be removed in the Fall and not left on to over winter.

For more information please visit: <https://pnwisa.org/tree-care/maintenance/providing-water-nutrients/>

Gator Tree Bags: <http://www.treegator.com/>



Astoria Parks Hazardous Tree Supplement D: additions and recommendations

During our tour of Astoria parks, we noticed trees that are significant hazards that have been overlooked as Tier 1 trees or are listed as Tier 2 trees and should be Tier 1 based on their defects.

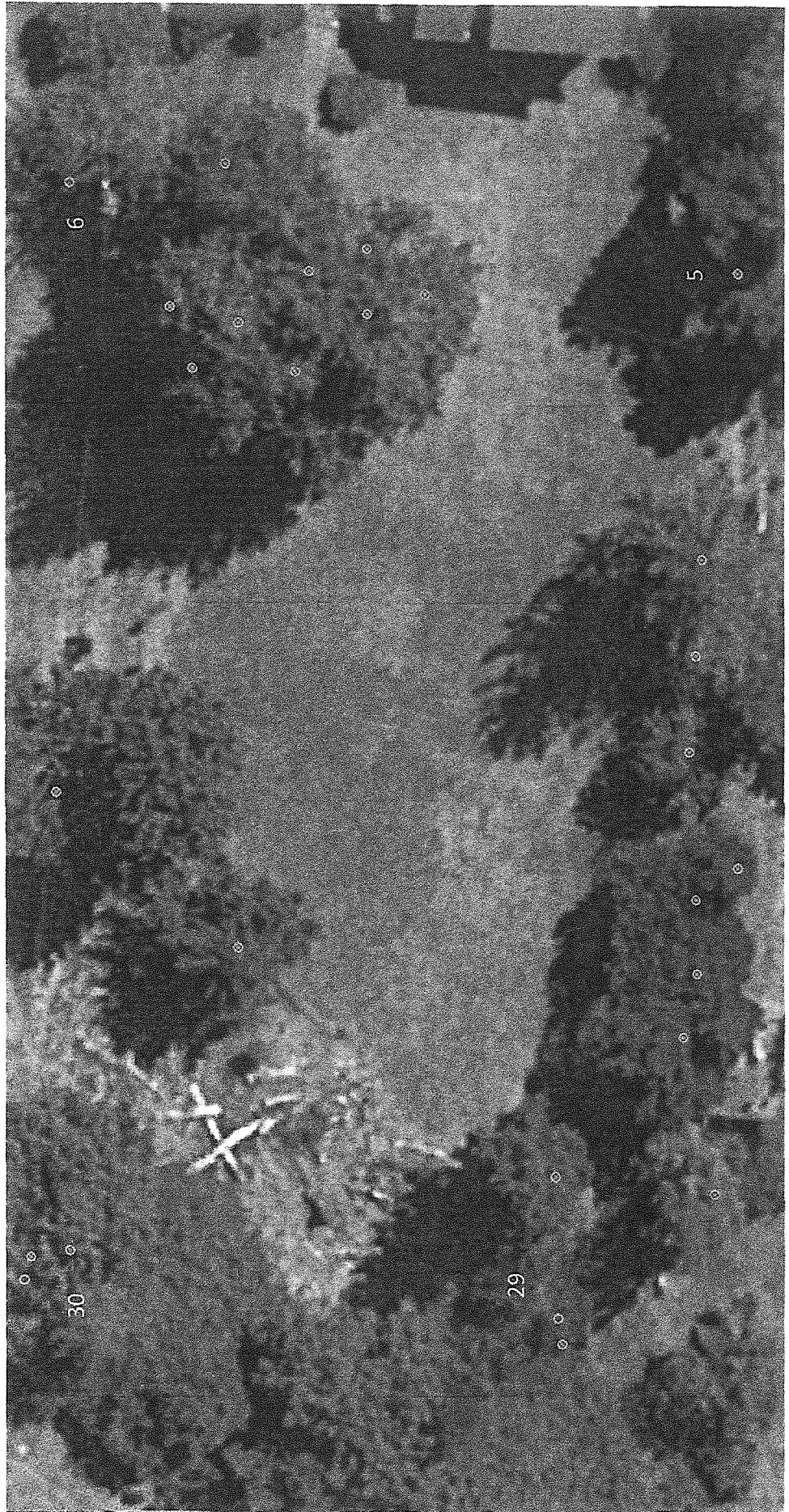
1. The T2 that should be T1 is the large Red Alder at Violet LaPlante Park #44.
2. At Cathedral Tree Trail is a Western hemlock with conks near tree #54 that should be removed, leaving a nurse log to decompose. \$640
3. At Shively Park on the Northwest part of the loop are three Western hemlocks. Two are in partial failure, leaning at 25 degrees from center, and one is a dead 90-foot spire bracing one of the two failing trees. $\$480 \times 3 = \1400
4. At Shively Park on the Southwest part of the loop is a heavily scarred Western hemlock that should be removed. We recommend having all branches removed and leaving the log to decompose. \$1680

There is a line item at the bottom of the bid matrix for the City of Astoria that I want to draw attention to. Because there will be so many trees in holding prior to planting, we have added a watering fee of \$640 to maintain those trees. In addition, even with the watering by the City of Astoria and the planting of Arbor Care Tree Specialists Inc., which complies with the International Society of Arboriculture's planting standards, a possible tree mortality cannot be 100% avoided. I think this is well understood by practitioners in the green industry, but want to make clear that after the trees are installed we cannot guarantee their survival. ACTS will do all that we can to encourage their wellbeing.

Arbor Care Tree Specialists Inc. is an Astoria local company with roots in this community. We care about the beauty and success of our parks. Our families use these parks, and it is in everyone's best interest that they are preserved for future generations and the current generation. With this in mind, if this bid is accepted we would like to volunteer \$6400 of work to be performed in the restoration pruning of the remaining *Liriodendron tulipifera* at Oceanview Cemetery. ACTS recognizes these trees as Astoria heritage trees and would like to do our part to preserve them.

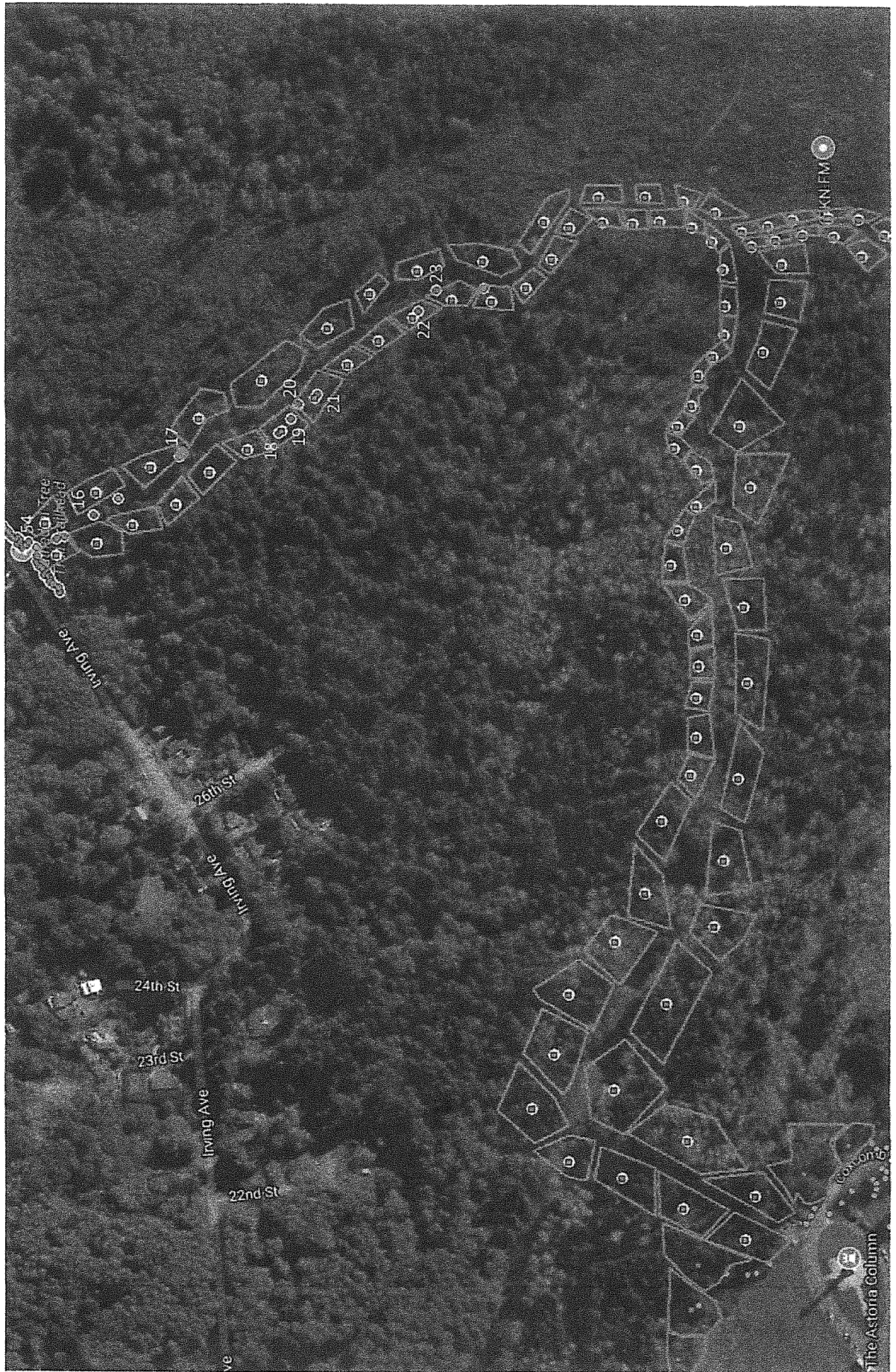
Alameda Park Reserve

Trees: 5,6,29,30



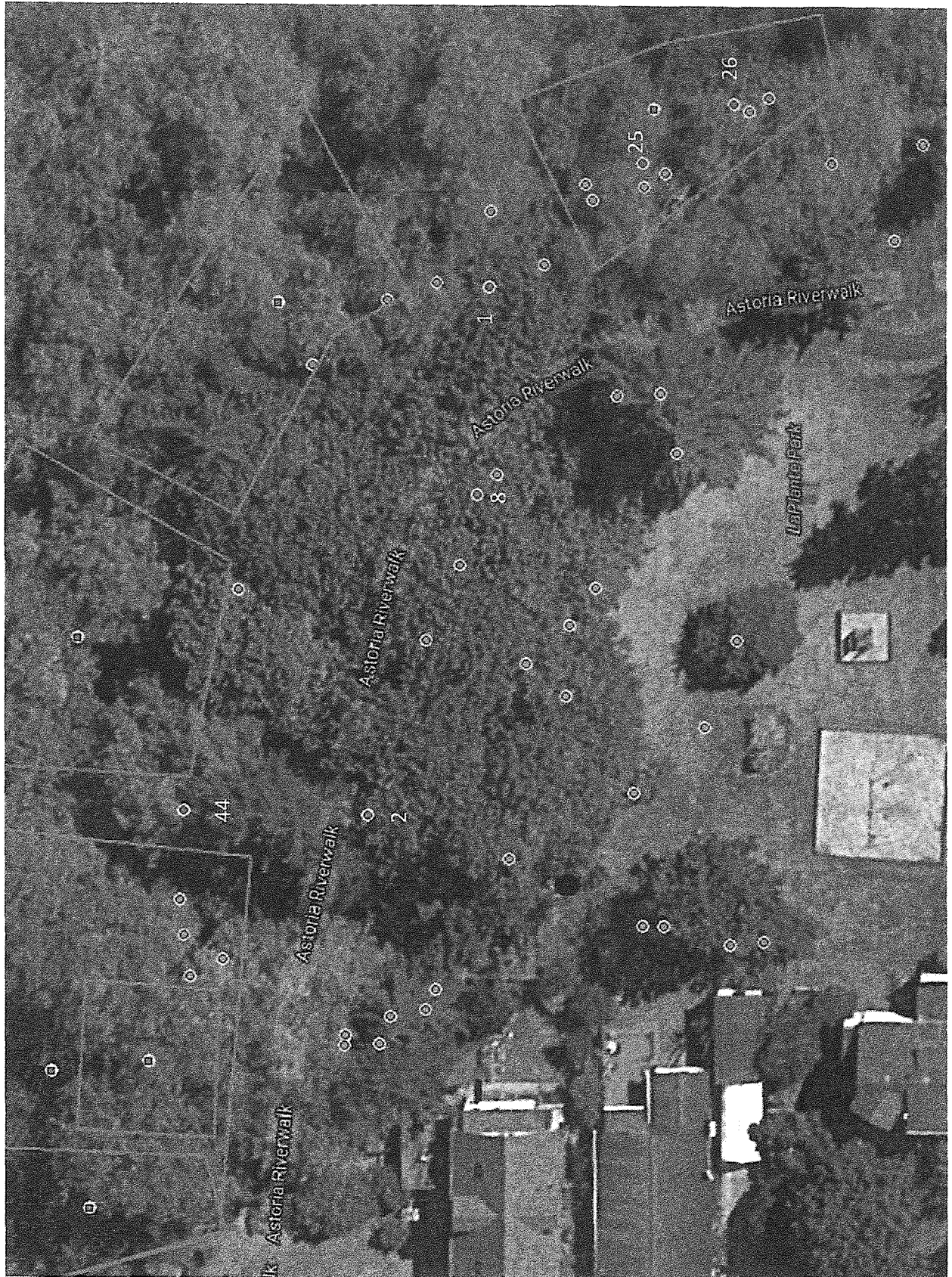
Cathedral Tree Trail

Tree: 16,17,18,19,20,21,22 and 23



Violet LaPlante Park

Tree: 1,2,8,25,26 and 44



Maritime Memorial Park

Tree: 32,



McClure Park

Tree: 4





Oceanview Cemetery

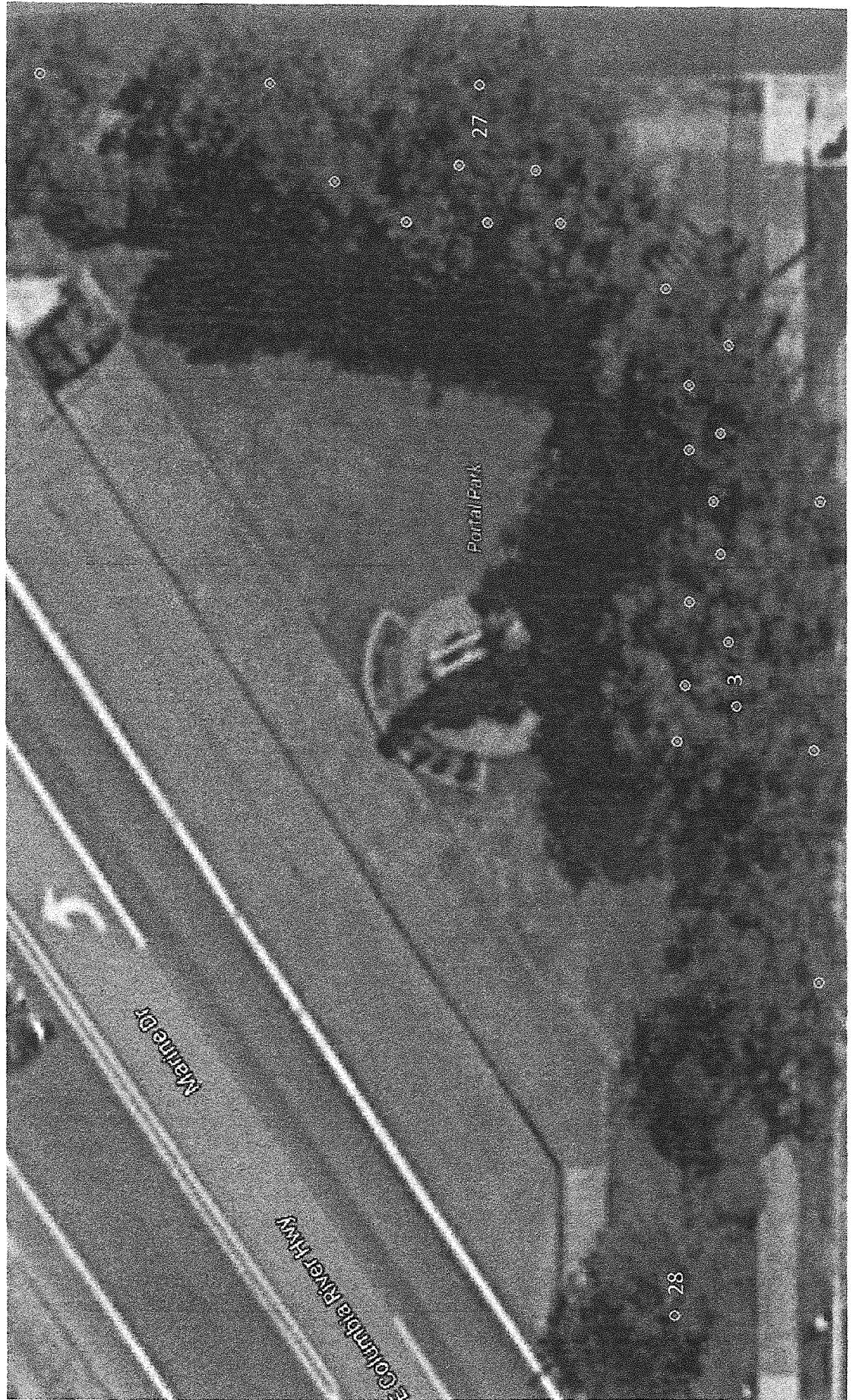
Tree: 10, 11, 12, 45, 46, 47, 48, 49, 50, 51, 52 and 53

People's Park

Tree: 33



Portal Park East
Tree: 3,27,28



Riverwalk

Tree: 35,36,37,38,39,40,41,42 and 43



Shively Park

Tree: 9,13,14,15,24



Tapiola Park

Tree: 7,34



Astor Park

Tree: 55 and 56





Professional References of Arbor Care Tree Specialists

United States Coast Guard
Attn: Cape Disappointment
322 Coast Guard Rd.

Ilwaco, WA 98624

Tel: 253.230.9268

Email: jason.c.billings@uscg.mil

- Pruning and maintenance of grounds annually since 2010.

City of Astoria
Department of Public Works

Attn: Steve Ruggles

1095 Duane Street

Astoria, OR 97103

Tel: 503.338.5173

Email: sruggles@astoria.or.us

- Pruning and maintenance of requested sites since 2010

State of Washington

Department of Enterprise

Division of Buildings and Grounds

Attn: Brent Chapman, Horticulturist

P.O. Box 41004

Olympia, WA 98504

Tel: 360.725.0018

Email: brent.chapman@des.wa.gov

- Pruning and maintenance of grounds annually since 2012. Current contract award renewable through 2023.

Pinehurst Home Owners Association

Attn: Lauri Pszeracki

88736 Surfsands Rd.

Gearhart, OR 97138

Tel: 503.717.5211

Email: lauripszeracki@aol.com

- Pruning and maintenance of grounds annually since 2015.