



# AGENDA

## ASTORIA CITY COUNCIL

September 19, 2016

7:00 p.m.

2<sup>nd</sup> Floor Council Chambers

1095 Duane Street · Astoria OR 97103

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **REPORTS OF COUNCILORS**

4. **CHANGES TO AGENDA**

5. **PROCLAMATIONS**

- (a) Domestic Violence Awareness Month

6. **CONSENT CALENDAR**

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

- (a) Authorization to Award Professional Services Contract for 33rd and Leif Erikson Streetlight Project (Public Works)
- (b) Purchase of Non-Invasive Cardiac CPR Support Pump (Fire)
- (c) Addition of Job Title of Human Resources Support for Schedule F-1 of Salary Resolution No. 16-12 (Finance)
- (d) Pump Station No. 1 Upgrades – Progressive Design Build Contract Amendment for Additional Work (Public Works)
- (e) Revision of Aquatic Center Supervisor Job Description and Addition of Position to Schedule E, Range 36, of Salary Resolution No. 16-12 (Parks)

7. **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) Liquor License Application from Jeremy French, doing business as Reveille Ciderworks, Located at 1343 Duane Street, for a New Outlet for a Winery License (Finance)
- (b) Public Hearing and Contract Award for Bear Creek Dam Valve Repair (Public Works)
- (c) FEMA Pipeline Road Waterline Bank Stabilization Project – Construction Contract Award (Public Works)
- (d) Ordinance Readopting Local Fuel Tax (1<sup>st</sup> reading) (Finance)
- (e) Economic Development Strategy: Approve Professional Services Contract (Community Development)

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

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



## CITY OF ASTORIA

Founded 1811 • Incorporated 1856

September 16, 2016

### MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: ASTORIA CITY COUNCIL MEETING OF SEPTEMBER 19, 2016

### PROCLAMATIONS

**Item 5(a): Domestic Violence Awareness Month**

Council President Nemlowill will proclaim October as Domestic Violence Awareness Month.

### CONSENT CALENDAR

**Item 6(a): Authorization to Award Professional Services Contract for 33rd and Leif Erikson Streetlight Project (Public Works)**

The area around the intersection of 33rd Street and Highway 30 (Safeway) is in need of illumination enhancements. City staff worked with the Oregon Department of Transportation (ODOT) to secure funding for street light improvements through ODOT's Quick Fix Grant program and a \$34,512 grant has been awarded. Upon request, Otak Incorporated provided a design and construction management proposal at a cost not to exceed \$12,615 to assist the City with the project. It is anticipated that the project will be completed by late fall. The City received an advance grant deposit of \$17,256, with another \$17,256 available upon project completion. The City Attorney has reviewed and approved as to form the Contract for Personal Services. It is recommended that Council execute a personal services contract with Otak Incorporated for a total not-to-exceed \$12,615.

**Item 6(b): Purchase of Non-Invasive Cardiac CPR Support Pump (Fire)**

The Fire Department requested \$14,000 be budgeted in the Fiscal Year 2016-17 Capital Improvement Fund for the purchase of a non-invasive cardiac CPR support pump. A CPR support pump is a mechanical device attached to a patient in cardiac arrest that provides continuous and exact chest compressions from the time it is applied to arrival at the hospital. Statistics show that patients in cardiac arrest who receive uninterrupted, effective chest compressions have a greater post arrest survival rate than those who do not. Considering some of the

obstacles Fire Department personnel have with extricating patients from 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> floors in homes and apartments and the interruptions to effective CPR these pose, a CPR support pump will assist with improving patient survival rates. In addition, a CPR support pump will allow short staffed crews the ability to provide other early interventions such as advanced airway placement and IV access for the administration of frontline cardiac medications

Quotes have been received from the two primary vendors who provide non-invasive cardiac CPR support pumps and are as follows:

<u>Vendor</u>	<u>System</u>	<u>Quote</u>
Zoll Medical Corporation	Auto-Pulse System	\$14,220.00
Physio-Control, Inc.	LUCAS 2 Chest Compression System	\$13,928.80

Both vendors have been to the station with their respective systems twice in the past few months for extensive evaluation by Fire Department staff. In addition, Lt. Wade Mathews has been in contact with a number of agencies throughout Oregon who are currently using one or the other of the two support systems. Based on the system evaluations and information from current users, it is recommended that Council approve the purchase of a Physio-Control LUCAS 2 Chest Compression System in the amount of \$13,928.80.

**Item 6(c): Addition of Job Title of Human Resources Support for Schedule F-1 of Salary Resolution No. 16-12 (Finance)**

Consolidation of the Human Resource activities under the Finance and Administrative Services Director has created a greater need for administrative support of human resource activities including assistance processing claims, answering and directing calls, various support functions related to organization, filing and production of reports while meeting internal and external requirements and deadlines. It is proposed that the creation of a part-time position of Human Resources Support be created in order to meet the immediate needs related to the City of Astoria. The essential duties, experience and education have been identified and the attached job description has been developed, with assistance from the City's Human Resources consultant, Xenium HR. It is proposed that Schedule F-1, Range 1B, be utilized with the step determined based on the experience and education of the candidate. Funds are included in the approved budget for Fiscal Year 2016-17 for the Finance Department to accommodate the addition of this part-time position. The job recruitment and offer would commence should Council approve the description and salary schedule range noted above. It is recommended that the city Council approve the addition of the Human Resources Support Job Title/duties and use of Schedule F-1, Range 1B, as contained in Salary Resolution No. 16-12.

**Item 6(d): Pump Station No. 1 Upgrades – Progressive Design Build Contract Amendment for Additional Work (Public Works)**

The City of Astoria's wastewater treatment facility, interceptor and the main pump and lift stations were constructed in the mid-1970s. Pump Station No. 1 (PS#1)

is the largest pump station in Astoria and is located in the Alderbrook neighborhood. This pump station receives approximately 95% of the City's combined sewage flows. The system was recently upgraded through a contract with Portland Engineering, Inc. The following is the fiscal year (FY) 2016-17 budget for this project.

<u>Project Budget (FY 2016-17)</u>	
Installation	\$166,529
Contingency (8%)	\$ 13,471
Construction Project Management	<u>\$ 10,000</u>
Total	\$190,000

During installation, it was discovered that the existing ground wiring at PS#1 does not meet current code requirements. This deficiency must be corrected as a condition of the electrical permit. The cost to install new conduit and ground wire is \$13,933. It also became clear that the new controls are not compatible with the old, existing Pump 3 motor, so a soft start is needed to gain any operational benefit from Pump 3. The cost to install the Pump 3 Soft Start is \$17,080. Total cost for the contract amendment for these two items is \$31,013. Funding for the contract amendment is available in the FY 2016-17 Public Works Improvement Fund. The expense will be distributed between two line items below:

<u>Public Works Improvement Fund</u>	
PS#1 Improvements line item	\$13,471
Sewer Main Rehabilitation line item	<u>\$17,542</u>
Total Contract Amendment	\$31,013

Energy Trust of Oregon has provided a grant incentive in the amount of up to \$72,940 for this project. The final incentive amount will be based on measured energy savings and is expected to be awarded in FY 2016-17. It is recommended that Council authorize a contract amendment with Portland Engineering, Inc., for the Pump Station No. 1 Upgrades Project for \$31,013.00.

**Item 6(e): Revision of Aquatic Center Supervisor Job Description and Addition of Position to Schedule E, Range 36, of Salary Resolution No. 16-12 (Parks)**

The Parks and Recreation Department is in need of a professional supervisor to oversee the development, management and administration of the Astoria Aquatic Center and the effective delivery of its programs. The current dedicated staffing model of a Recreation Coordinator at the Aquatic Center has proven to be ineffective as the position requires direct oversight which is unavailable, does not include full management and supervisory duties of the facilities employees, and does not require the position to work a flexible schedule as needed to meet the needs of the Aquatic Center, its programs, and employees. Since the Astoria Aquatic Center's opening in 1998, the oversight and operation of the Aquatic Center reflects experimentation with different approaches. The timeline and explanation of the changes that have taken place are described in Director Cosby's memo. Returning to the previous Aquatic Center Supervisor model will provide meaningful management and supervision at a level that will not require

direct and continuous supervision and involvement from the Department Director. In addition to advancing planning, training, mentoring and supervisory needs, this transition also aligns with the Parks and Recreation Departments Comprehensive Master Plan by:

- Implementing recommended actions of achieving target staffing levels to meet current needs
- Providing competitive wages and benefits to improve hiring and retention
- Employing a sufficient level of part time and full time staff to meet quality and level of service needs, and
- Contributing materially to a safe and healthy work environment.

It is recommended that Council approve the revision of the Aquatic Center Supervisor job description and addition of position to Schedule E, Range 36, of Salary Resolution No. 16-12.

## **REGULAR AGENDA ITEMS**

**Item 7(a): Liquor License Application from Jeremy French, doing business as Reveille Ciderworks, Located at 1343 Duane Street, for a New Outlet for a Winery License (Finance)**

A Liquor License Application has been filed by Jeremy French, doing business as Reveille Ciderworks, Located at 1343 Duane Street, Astoria. The application is for a New Outlet for a Winery License. The appropriate departments have reviewed the application and it is recommended that Council consider approval of the application.

**Item 7(b): Public Hearing and Contract Award for Bear Creek Dam Valve Repair (Public Works)**

The City of Astoria's Bear Creek Dam is a 90-foot high concrete dam built in 1912 which was raised 15 feet in 1953. The Oregon Water Resources Department (OWRD) has classified the Dam as a high hazard dam due to the dam's proximity to human population areas downstream. In 2013 a seismic failure was performed and is now complete. It was determined that the dam does not need to be structurally modified/mitigated to protect against seismic failure. The City has some work to do at the headworks to prevent future dam overtopping events. Future projects consist of repair to the 63 year old main drainage piping, a probable maximum flow study for the watershed, and a possible future overflow weir to the east of the Bear Creek Reservoir. This memorandum relates to repairs of the drainage piping for the dam. Staff is recommending that a \$30,000 contract be executed with Dam Maintenance Management, a company which specializes in dam rehabilitation and maintenance. In order to sole source to this firm, our City Code requires that an exemption findings be prepared and a public hearing be held. Findings have been prepared and are outlined in the memo to Council. The contract and the exemption findings have been reviewed by City Attorney, Blair Henningsgaard. It

is recommended that Council conduct a public hearing for the purposes of taking public comments on the findings for exemption from the competitive solicitation requirements, and adopt findings that authorize the sole sourcing of the goods and services contract with Dam Maintenance Management to provide valve repair services for the not-to-exceed amount of \$30,000.

**Item 7(c): FEMA Pipeline Road Waterline Bank Stabilization Project – Construction Contract Award (Public Works)**

In the winter of 2015, Oregon experienced a severe weather pattern that caused damaging winter storms. Astoria experienced a washout along Pipeline Road where a 21” diameter water transmission main crosses a ravine. As a result of the damage, a Federal declaration of emergency was declared on February 17, 2016 and the Federal Emergency Management Agency (FEMA) Public Assistance Program funds became available to assist communities with the repair of their damages. Staff is currently awaiting final funds award and an Army Corp of Engineers (ACOE) permit for the project. Because the engineer’s estimate was under \$100,000, per City code, staff requested construction quotes from local contractors for the work. Following is a summary of the quotes received:

<b>Contractor</b>	<b>Total Quote</b>
Big River Construction	\$44,837.00
Vinson Brother Construction	\$65,767.10

Funding for the project will temporarily come from the Public Works Improvement Fund and will be reimbursed by FEMA (75%) and Oregon’s Infrastructure Finance Authority (25%). As of the date of this memo, staff has been informed that the ACOE permit will not be issued in time to complete the project this year. The National Marine Fisheries Service did not agree with the repair method approved by FEMA and requested that other options be evaluated. Because the evaluation will be time consuming, a permanent repair will not be executed until next summer. To protect the City water main, FEMA proposed stockpiling riprap at the site in preparation for a temporary repair this winter. Staff would monitor the stability of the water main and implement the placement of the riprap on an as-needed basis. The most efficient method to implement the emergency preparations would be to execute the contract with Big River with a conditional Notice to Proceed. This would authorize the work necessary to prepare for and implement needed protection over the winter. It is recommended that the City Council authorize the award of a contract to Big River Construction, Incorporated in an amount not-to-exceed \$44,837.00 for the Pipeline Road Bank Stabilization Project temporary.

**Item 7(d): Ordinance Readopting Local Fuel Tax (1<sup>st</sup> reading) (Finance)**

Ordinance No. 07-02 was adopted August 20, 2007, concerning the provision for administration, enforcement and collection of three cents per gallon business license tax on motor vehicle fuel dealers. The use of tax revenue is for the construction, reconstruction, improvement, repair, maintenance, operation and

use of City owned roads and streets within the City of Astoria, roads and streets for which City is contractually or legally obligated to operate and maintain, or roads and streets for which the City has accepted responsibility under intergovernmental agreement. City of Astoria and City of Warrenton adopted three cents per gallon business license tax ordinances at the same time and both will sunset in 2017, unless re-adopted. Astoria and Warrenton desire to continue the road tax for road maintenance by readopting their respective ordinances. The City of Astoria has an Intergovernmental Agreement (IGA) with the Oregon Department of Transportation (ODOT) for the collection and administration of the City's fuel tax which was amended in May, 2016 to coincide with City of Warrenton's IGA ending September, 2016. Both Agreements have been extended through September 30, 2021. It is advantageous to have the ordinance renewal coincide with the timeline for the IGA with ODOT and early re-adoption by both Councils is being sought. City Attorney Henningsgaard prepared the re-adoption ordinance which is attached. It is recommended that the City Council conduct the first reading of the proposed ordinance readopting a motor vehicle fuel tax.

**Item 7(e): Economic Development Strategy: Approve Professional Services Contract (Community Development)**

The City Council adopted a Fiscal Year 2015-16 Goal to "Promote positive economic development through strengthening partnerships". On March 21, 2016, the City Council authorized a solicitation for professional services to assist the City in creating an economic development strategy. A \$40,000 grant was awarded to the City by the Department of Land Conservation & Development (DLCD) to offset a portion of the costs. A Request for Qualifications (RFQ) was advertised in April 2016 whereby four proposals were received. City staff asked community partners to help review and score the proposals. The group included:

Kevin Leahy	Clatsop Economic Development Resources
Jim Knight	Port of Astoria
Jim Servino	Chamber of Commerce
Patrick Wingard	Department of Land Conservation & Development

The initial scoring did not result in a clear winner; therefore, City staff asked the consultants for an interview with the community partners. Based on the scoring of the original four proposers, City staff organized three interviews on June 15, 2016 at the Fort George Lovell Showroom. Based on responses from the evaluators and subsequent discussions, Community Attributes Inc. (CAI) from Seattle was selected as the preferred consultant.

In addition to the grant funds, staff is proposing matching funds from the Astor West Urban Renewal District where the majority of the city's employment land (i.e., light industrial) is located. These funds are included in the adopted Fiscal Year 2016-17 Budget for Astor West under materials and services and a request is included in a separate memo to the Astoria Development Commission. The contract is in a "Not to Exceed" amount of \$80,000 with the grant matching dollar

for dollar based on a scope of work with specific deliverables required for each payment.

The end product will be a clear and concise action plan that makes the case for why Astoria is doing an economic development strategy, what will be accomplished such as specific outcomes, and which stakeholders are responsible for implementing the strategy over a five year period. There are three objectives that will help achieve the goal:

- update the City's economic data through an economic opportunities analysis and potentially update the City's Comprehensive Plan Economic Element,
- develop a technically sound, cohesive economic development strategy based on current data and trends in the region, and
- better define the City's role in achieving community economic development aspirations through current and planned implementation measures (i.e. toolbox), including capital improvements, technical and financial assistance, and development code streamlining.

A public outreach strategy will be developed with the consultant. A centerpiece of the strategy is a Mayor appointed citizens advisory committee to help guide the project and provide advice on technical and policy questions that will arise. The project kickoff is scheduled for October 5, 2016 at Fort George Lovell Showroom and features a moderated panel presentation of economic development experts. The Council, business community, and general public are invited to attend. If the City Council authorizes the contract, work can begin immediately and the public outreach strategy can be implemented. The City Attorney has reviewed the contract as to form. It is recommended that Council authorize a professional services contract with CAI in a not to exceed amount of \$80,000.



CITY OF ASTORIA  
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## PROCLAMATION

**WHEREAS**, domestic violence impacts the health and well-being of our community;  
and

**WHEREAS**, one in four women and one in thirteen men will experience domestic violence in their lifetimes; and

**WHEREAS**, exposure to domestic violence places victims in our community in danger of long-term physical, psychological, and emotional harm, and in some instances, the violence has resulted in the victims death; and

**WHEREAS**, children who witness domestic violence are likely to suffer emotional harm; and

**WHEREAS**, the City of Astoria is committed to reducing violence in homes and on the streets of Astoria; and

**WHEREAS**, the City of Astoria encourages every citizen to play a role in preventing and ending Domestic Violence.

**NOW, THEREFORE**, I, Zetty Nemlowill, Council President of the City of Astoria, proclaim October 2016 to be

## DOMESTIC VIOLENCE AWARENESS MONTH

in the City of Astoria and I urge all Astoria residents to work together to eliminate domestic violence in our town and to become aware of the resources and programs available to domestic violence victims.

**IN WITNESS WHEREOF**, I have herewith set my hand and caused the Seal of the City of Astoria to be affixed this 19<sup>th</sup> day of September, 2016.

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Council President



**CITY OF ASTORIA**  
Founded 1811 • Incorporated 1856

August 28, 2016

**MEMORANDUM**

TO:  MAYOR AND CITY COUNCIL  
FROM:  BRETT ESTES, CITY MANAGER  
SUBJECT: 33<sup>RD</sup> ST. & HIGHWAY 30 STREET LIGHTS – CONTRACT FOR DESIGN SERVICES

**DISCUSSION/ANALYSIS**

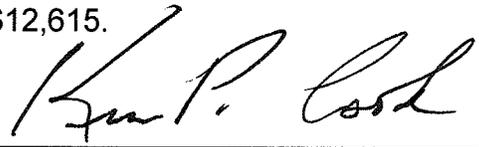
The area around the intersection of 33<sup>rd</sup> Street and Highway 30 (Safeway) is in need of illumination enhancements. This intersection currently accommodates State highway traffic, Safeway grocery store access, pedestrian users, and links the area to a well-used bus stop. City Staff worked with the Oregon Department of Transportation (ODOT) to secure funding for street light improvements, through ODOT's Quick Fix Grant program. A Quick Fix Grant was awarded to the City in the amount of \$34,512. Upon completion, the project will provide better illumination in the area with the goal of improving pedestrian and vehicular safety.

Upon request, Otak, Inc. provided a proposal for design and construction management services to assist the City with the project for a total not-to-exceed amount of \$12,615. Otak's assistance should help us meet our goal of having the project completed by late fall.

Funds are available for this contract from the ODOT Quick Fix Grant. The City received an advance deposit of \$17,256, with another \$17,256 available upon project completion. The City Attorney reviewed the personal services contract and has approved it as to form.

**RECOMMENDATION**

It is recommended that City Council execute a personal services contract with Otak Inc. for design services for a total not-to-exceed amount of \$12,615.

Submitted By   
Ken P. Cook, Public Works Director

Prepared By   
Nathan Crater, Assistant City Engineer

**CITY OF ASTORIA  
CONTRACT FOR PERSONAL SERVICES**

CONTRACT:

This Contract, made and entered into this \_\_\_ day of \_\_\_\_\_, 2016 by and between the City of Astoria, a municipal corporation of the State of Oregon, hereinafter called "CITY", and Otak, Inc., 4253-A Hwy. 101 N, Seaside Oregon, 97138 hereinafter called "CONSULTANT", duly authorized to perform such services in Oregon.

WITNESSETH

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

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

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

1. CONSULTANT SERVICES

A. CONSULTANT shall perform professional services, as outlined in the Attachment A, to the City of Astoria regarding the design of 33<sup>rd</sup> & Leif Erikson Street Light Project.

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

C. The CONSULTANT'S services shall be performed as expeditiously as is consistent with professional skill and the orderly progress of work. All work shall be completed no later than December 31, 2016.

2. COMPENSATION

A. The CITY agrees to pay CONSULTANT a total not to exceed \$12,615 for performance of those services provided herein;

B. The CONSULTANT will submit monthly billings for payment which will be based upon the percentage of work completed in each of the categories listed in the scope of work. Said progress billings shall be payable within 30 days of receipt by City.

C. CITY certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract.

3. CONSULTANT IDENTIFICATION

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

4. CITY'S REPRESENTATIVE

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

5. CONSULTANT'S REPRESENTATIVE

For purposes hereof, the CONSULTANT'S authorized representative will be Adam Dailey, PE.

6. CITY'S OBLIGATIONS

In order to facilitate the work of the CONSULTANT as above outlined, the CITY shall furnish to the CONSULTANT access to all relevant maps, aerial photographs, reports and site information which is in the City's possession concerning the project area. In addition, the CITY shall act as liaison for the CONSULTANT, assisting the CONSULTANT with making contacts and facilitating meetings, as necessary.

7. CONSULTANT IS INDEPENDENT CONSULTANT

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

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

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

8. CANCELLATION FOR CAUSE

CITY may cancel all or any part of this Contract if CONSULTANT breaches any of the terms herein and fails to cure such breach within 10 days after receiving notice thereof, or in the event of any of the following: Insolvency of CONSULTANT; voluntary or involuntary petition in bankruptcy by or against CONSULTANT; appointment of a receiver or trustee for CONSULTANT, or any assignment for benefit of creditors of CONSULTANT. Damages for breach shall be those allowed by Oregon law, reasonable and necessary attorney's fees, and other costs of litigation at trial and upon appeal. CONSULTANT may likewise cancel all or any part of this contract if CITY breaches any of the terms herein and be therefore entitled to equivalent damages as expressed above for CITY.

9. ACCESS TO RECORDS

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

10. FORCE MAJEURE

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

11. NONWAIVER

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

12. ATTORNEY'S FEES

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

13. APPLICABLE LAW

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

14. CONFLICT BETWEEN TERMS

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

15. INDEMNIFICATION

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

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

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

16. INSURANCE

Prior to starting work hereunder, CONSULTANT, at CONSULTANT'S cost, shall secure and continue to carry during the term of this contract, with an insurance company acceptable to CITY, the following insurance, 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, subconsultants and anyone directly or indirectly employed by either.

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

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

17. CITY'S BUSINESS LICENSE

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

18. WORKMEN'S COMPENSATION

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

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

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

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

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

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

20. 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

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

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. USE OF ENGINEER'S DRAWINGS AND OTHER DOCUMENTS

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

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

24. STANDARD OF CARE

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

25. NO THIRD PARTY BENEFICIARIES

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

26. ASSIGNMENT

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

27. 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.

28. COMPLETE CONTRACT

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

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

Approved as to form:



Attorney

Digitally signed by  
com.apple.adobe.pdfkit.pdf.A9317566476d4c7  
627541445467593967648354e77365d  
DN:  
c=US, o=com.apple.adobe.pdfkit.pdf.A9317566476  
d=627541445467593967648354e77365d  
Date: 2016.06.29 08:39:17 -0800

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

BY: \_\_\_\_\_  
Mayor Date

BY: \_\_\_\_\_  
City Manager Date

BY:  9/2/2016  
Consultant Date

# Attachment A



4253-A Highway 101 N • seaside, oregon 97138  
503.738-3425 • fax 503.738-7455  
www.otak.com

August 16, 2016

Jeff Harrington  
City of Astoria  
1095 Duane Street  
Astoria, OR 97103

***Re: Professional Engineering Services for the City of Astoria – 33<sup>rd</sup> & Leif Erickson Street Light Project in Astoria, Oregon (Map 8.9.9BD) – Otak Project No. 67970***

Dear Jeff:

We appreciate the opportunity to submit this proposal for professional Engineering services for the City of Astoria 33<sup>rd</sup> & Leif Erickson Street Light project in Astoria, Oregon. This proposal is based on an email with attachments from Nathan Crater August 5, 2016.

## PROJECT UNDERSTANDING

The City of Astoria (City) has entered into an agreement with the Oregon Department of Transportation (ODOT) to install 2 new street lights near the intersection of 33<sup>rd</sup> Street and Leif Erickson Drive (Highway 30) on Tax Map 8.9.9B. LED street lights are proposed to be installed on both sides of Highway 30 and connected to a Pacific Power utility pole located on 33<sup>rd</sup> Street using underground electrical wires in conduit. This project will require; approximately 80 feet of 2” diameter HDPE conduit installation under Highway 30 using horizontal directional drilling (HDD) to be coordinated with Pacific Power, Northwest Natural, the City and ODOT; construction of approximately 50 linear feet of trench and conduit to be placed outside of the highway right of way; installation of 2 light foundations; and coordination of the installation of electrical wiring and 2 LED street lights. The City has provided an exhibit showing the project location and components of proposed work. The locations and routing shown on the exhibit may require modification due to existing conditions and/or the requirements of Pacific Power, ODOT and the City. The City will provide Otak with information regarding existing conditions to create a basemap of the project site. Otak will use the base map to develop the design plans for the proposed improvements. Otak will provide specifications and construction documents for the associated work. Otak will prepare and distribute a Request for Quotes to selected contractors based on the competitive quotes for intermediate procurements process. Otak will provide the City with information regarding the project and solicitation as necessary for City Council to approve the award to a contractor. After the contract for construction has been awarded, Otak will perform construction administration and management services including observation of construction activities as outlined below. Otak will prepare a punch list for the contractor and coordinate project close-out. Otak will incorporate

integrated design = smart solutions

observation reports and the contractor's field notes regarding as installed conditions to draft as-built plans of the new construction.

## SCOPE OF WORK

The following scope of work details the anticipated tasks to complete this project:

- I. **Preliminary Basemap**  
Prepare basemap using existing conditions map from the City with field verification by survey crew if necessary.
- II. **Stakeholder Coordination**  
Coordinate proposed design with utility providers, Astoria Parks, and ODOT for approval.
- III. **Final Engineering Design Plans**  
Prepare final engineering design construction plans (24X36 sheets), technical specifications and cost estimate. Provide copies to the City of Astoria including:
  - Cover Sheet: Prepare a cover sheet that contains project information, general notes, vicinity map, project map, and sheet index. (1 Sheet)
  - Site Plan: Prepare final site plan and proposed profile sheet showing existing and proposed underground utilities. (1 Sheet)
  - Details Sheet: Prepare a sheet using City of Astoria Standard Details and staging notes. (1 Sheet)
  - Technical Specifications for the applicable products, standards and construction methods to be used in construction of the project.
  - Provide preliminary Engineer's Estimate of Probable Construction Cost.
  - Coordinate plan review with Engineering Geologist selected by City.
- IV. **Bid Procurement**  
Prepare a set of construction contract documents outlining the roles of the City, Otak, and the Contractor for the project including a Request for Competitive Quotes. Accept and review bids of selected contractors on behalf of the City.
- V. **Contract Administration**  
Provide the City with information necessary for staff decisions and City Council approval.  
Provide the City and contractors with the required notices and coordinate project schedule.
- VI. **Construction Observation and Management**  
Provide onsite construction observation and construction reporting for the sanitary sewer improvements, assuming a construction window of 1 week, in accordance with the following:
  - Coordinate and facilitate one (1) preconstruction meeting with the City and Contractor.
  - Conduct periodic observations of the construction work to determine compliance with City standards, project plans, and specifications.
  - Maintain record log of site observations and provide City with copies of field reports on a weekly basis.

- Coordinate and facilitate completion of any remaining punch list items, preparation of documentation required for jurisdictional acceptance, and construction close-out process including final walkthrough.

**VII. As-Built Plans**

Once construction is complete and the final construction changes have been recorded by the Contractor, Otak will prepare “as-built” drawings for the City. We will submit the as-built drawings to the City in both paper copy and electronic format (pdf or CAD) for your use.

**SERVICES NOT INCLUDED**

The following services are not included within the scope of work defined above:

- Construction staking unless authorized through a separate agreement.
- Boundary Survey, title research and easement legal descriptions.
- Geotechnical Engineering.
- Structural Engineering.

**SCHEDULE**

In general, we will complete the project according to the schedule shown below, dependent on the Notice to Proceed (NTP) followed by the execution of a contract:

TASK DESCRIPTION	START DATE	COMPLETION DATE
<b><i>I. Preliminary Basemap</i></b>	Upon notice to proceed (Within 1 week of the date of this proposal)	Within 14 working days of the date of the notice to proceed
<b><i>II. Stakeholder Coordination</i></b>	Upon notice to proceed (Within 1 week of the date of this proposal)	Within 14 working days of the date of the notice to proceed
<b><i>III. Final Engineering Design Plans</i></b>	Upon notice to proceed (Within 1 week of the date of this proposal)	Within 15 working days of the date of the notice to proceed
<b><i>IV. Bid Procurement</i></b>	Within 3 working days of the date of the notice to proceed	Within 21 calendar days of the acceptance of final engineering design plans and construction contract documents.
<b><i>V. Contract Administration</i></b>	Upon authorization to proceed.	TBD based on City Council and staff approval timelines.
<b><i>VI. Construction Observation and Management</i></b>	Upon execution of construction contract.	TBD based on construction schedule.
<b><i>VII. As-Built Plans</i></b>	Within 1 week of completion of construction work.	Within 7 working days of completion of construction work.

The schedule outlined above is based on the following assumptions:

- 1) This proposal will be approved and returned to our office (by email, mail, or FAX) within 7 calendar days. The schedule is based on an assumed start date and the scope identified as of the date this proposal was prepared.
- 2) Pertinent information and documents necessary for the completion of our work is received in a timely manner from other consultants and the City.
- 3) Reviews and approvals will take place in a timely manner. Otak will not be liable for delays in the project schedule due to extended or delayed agency or client review that is not within our control. Administrative authority approval may extend timelines.

Please feel free to discuss any modifications to this schedule with our office. The schedule noted above is based strictly on our assumptions of the start date, current work load and our estimate of the time required to provide a quality product with adequate project coordination and agency input.

## DELIVERABLES

- Final Engineering Design Plans in paper hard copy, pdf and ACAD format.
- Construction Contract Documents and Technical Specifications in paper hard copy and pdf format.
- Bid Comparison spreadsheet and Bid recommendation letter in paper hard copy and pdf format.
- Weekly field observation reports in paper hard copy and pdf format.
- As-Built plans in hard copy, pdf, and ACAD format.

## FEES

Otak, Inc. (Otak) proposes completing the above work on a time-and-material basis for the amount not to exceed **\$12,615**. In-house reimbursable expenses such as copies, reproductions, facsimiles, etc., are invoiced at ten (10) percent of the monthly labor fee and are included in the contract amount. Copies of direct expense vouchers are not provided with the invoices. Any outsourced expenses and subconsultant costs will be charged at cost plus 10 percent and are in addition to the contract fees. Subconsultant costs will require the City's prior written authorization.

Task Description	Contract Fees
I. Preliminary Basemap.....	\$ 1,117
II. Stakeholder Coordination .....	\$ 710
III. Final Engineering Design Plans .....	\$ 3,411
IV. Bid Procurement.....	\$ 2,788
V. Contract Administration .....	\$ 994
VI. Construction Observation and Management .....	\$ 2,094
VII. As-Built Plans .....	\$ 355
	<b>Labor Fee Subtotal .....\$ 11,469</b>
Reimbursable Expenses (10%).....	\$ 1,146
	<b>Contract Amount .....\$ 12,615</b>

## CONDITIONS AND ASSUMPTIONS

Our scope of services and fees, as outlined herein, are based on the following assumptions and conditions:

- DEQ Erosion and Sedimentation Control Permit is not required.
- City will select and contract with Engineering Geologist directly.
- No significant changes are to be made to the layout after Otak begins work. Significant changes are assumed to be those requiring redrafting of the final plans after they are in process.
- Otak's anticipated involvement covers the specific scope of work described above, and does not cover items not specifically included.
- Geotechnical reports; traffic studies; environmental studies (wetland delineations/natural resource assessment); arborist reports; and private franchise utility design (if applicable) services are to be provided by others and will be contracted directly with the Client.
- Otak will be entitled to rely on the accuracy and completeness of services and information furnished by the City or others. Otak will provide prompt written notice to Client if Otak becomes aware of any errors, omissions or inconsistencies in such services or information.
- Delays for agency and utility company reviews will not be counted against the contract time.

If you are in agreement with our proposed scope of work and fee estimate, please proceed with the execution of a contract and/or purchase order for these services. On behalf of Otak, we look forward to working with you. Please call me at (503) 738-3425 if you have any questions.

Sincerely,

Otak, Inc.



Adam Dailey, P.E.  
Senior Civil Engineer

cc: Otak Contracts



## CITY OF ASTORIA

Founded 1811 • Incorporated 1856

September 12, 2016

### MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: PURCHASE OF NON-INVASIVE CARDIAC CPR SUPPORT PUMP

#### **DISCUSSION/ANALYSIS**

The Fire Department requested \$14,000 be budgeted in the FY 2016/2017 Capital Improvement Fund for the purchase of a non-invasive cardiac CPR support pump. A CPR support pump is a mechanical device attached to a patient in cardiac arrest that provides continuous and exact chest compressions from the time it is applied to arrival at the hospital. Statistics show that patients in cardiac arrest who receive uninterrupted, effective chest compressions have a greater post arrest survival rate than those who do not. Considering some of the obstacles Fire Department personnel have with extricating patients from 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> floors in homes and apartments and the interruptions to effective CPR these pose, a CPR support pump will assist with improving patient survival rates. In addition, a CPR support pump will allow short staffed crews the ability to provide other early interventions such as advanced airway placement and IV access for the administration of frontline cardiac medications

There are two primary vendors who provide non-invasive cardiac CPR support pumps; Zoll Medical Corporation and Physio-Control, Inc. Zoll Medical offers the Auto-Pulse System and Physio-Control offers the LUCAS 2 Chest Compression System. Both vendors have been to the station with their respective systems twice in the past few months for extensive evaluation by Fire Department staff. In addition, Lt. Wade Mathews has been in contact with a number of agencies throughout Oregon who are currently using one or the other of the two support systems. Zoll Medical quoted a price of \$14,220.00 for the Auto-Pulse System with Physio-Control quoting \$13,928.80 for the LUCAS 2 System. Both quotes are attached.

#### **RECOMMENDATION**

Based on the system evaluations and information from current users, Fire Department staff is recommending the purchase of a Physio-Control LUCAS 2 Chest Compression System in the amount of \$13,928.80.



Ted Ames, Fire Chief



**Physio-Control, Inc**  
 11811 Willows Road NE  
 P.O. Box 97006  
 Redmond, WA 98073-9706 U.S.A.  
 www.physio-control.com  
 tel 800.442.1142  
 fax 800.732.0956

To Wade Mathews  
 ASTORIA FIRE DEPARTMENT  
 555 30TH STREET  
 ASTORIA, OR 97103  
 5033254237  
[wmathews@astoria.or.us](mailto:wmathews@astoria.or.us)

Quote Number 00049965  
 Revision # 1  
 Created Date 8/18/2016  
 Sales Consultant Tim Thornburg  
 FOB Destination  
 Terms All quotes subject to credit approval and the following terms and conditions  
 NET Terms NET 30

Contract NASPO #SW300 v2 Expiration Date 9/30/2016

Product	Product Description	Quantity	List Price	Unit Discount	Unit Sales Price	Total Price
11576-000039	LUCAS 2 Battery - Rechargeable Lithium Polymer (LiPo)	1.00	712.40	-132.16	580.24	580.24
11576-000055	LUCAS 2 Power Supply Cord	1.00	358.80	-81.32	277.48	277.48
99576-000024	LUCAS 2.2 Chest Compression System INCLUDES BASE UNIT WITH BACK PLATE, CARRYING BAG, TWO (2) PATIENT STRAPS, STABILIZATION STRAP, 3 SUCTION CUPS, 1 RECHARGEABLE BATTERY, AND INSTRUCTIONS FOR USE WITH EACH DEVICE.	1.00	15,220.00	-2,148.92	13,071.08	13,071.08

Subtotal USD 13,928.80  
 Estimated Tax USD 0.00  
 Estimated Shipping & Handling USD 0.00

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Grand Total USD 13,928.80

**Pricing Summary Totals**

List Price Total USD 16,291.20  
 Total Contract Discounts Amount USD -2,362.40  
 Total Discount USD 0.00  
 Trade In Discounts USD 0.00  
 Tax + S&H USD 0.00

**GRAND TOTAL FOR THIS QUOTE**  
 USD 13,928.80

PHYSIO-CONTROL, INC. REQUIRES WRITTEN VERIFICATION OF THIS ORDER. A PURCHASE ORDER IS REQUIRED ON ALL ORDERS \$5,000 OR GREATER BEFORE APPLICABLE FREIGHT AND TAXES. THE UNDERSIGNED IS AUTHORIZED TO ACCEPT THIS ORDER IN ACCORDANCE WITH THE TERMS AND PRICES DENOTED HEREIN.

CUSTOMER APPROVAL (AUTHORIZED SIGNATURE)

NAME

TITLE

DATE

Reference Number TT/11015701/96040

**General Terms for all Products, Services and Subscriptions.**

Physio-Control, Inc. ("Physio") accepts Buyer's order expressly conditioned on Buyer's assent to the terms set forth in this document. Buyer's order and acceptance of any portion of the goods, services or subscriptions shall confirm Buyer's acceptance of these terms. Unless specified otherwise herein, these terms constitute the complete agreement between the parties. Amendments to this document shall be in writing and no prior or subsequent acceptance by Seller of any purchase order, acknowledgment, or other document from Buyer specifying different and/or additional terms shall be effective unless signed by both parties.

**Pricing.** Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services unless Physio receives a copy of a valid exemption certificate prior to delivery. Discounts may not be combined with other special terms, discounts, and/or promotions.

**Payment.** Payment for goods and services shall be subject to approval of credit by Physio. Unless otherwise specified by Physio in writing, the entire payment of an invoice is due thirty (30) days after the invoice date for deliveries in the USA, and sight draft or acceptable (confirmed) irrevocable letter of credit is required for sales outside the USA.

**Minimum Order Quantity.** Physio reserves the right to charge a service fee for any order less than \$200.00.

**Patent Indemnity.** Physio shall indemnify Buyer and hold it harmless from and against all demands, claims, damages, losses, and expenses, arising out of or resulting, from any action by a third party against Buyer that is based on any claim that the services infringe a United States patent, copyright, or trademark, or violate a trade secret or any other proprietary right of any person or entity. Physio's indemnification obligations hereunder will be subject to (i) receiving prompt written notice of the existence of any claim; (ii) being able to, at its option, control the defense and settlement of such claim (provided that, without obtaining the prior written consent of Buyer, Physio will enter into no settlement involving the admission of wrongdoing); and (iii) receiving full cooperation of Buyer in the defense of any claim.

**Limitation of Interest.** Through the purchase of Physio products, services, or subscriptions, Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products or services, and Buyer expressly agrees not to reverse engineer or decompile such products or related software and information.

**Delays.** Physio will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from an event beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio inability to obtain goods from its usual sources.

**Limited Warranty.** Physio warrants its products and services in accordance with the terms of the limited warranties located at <http://www.physio-control.com/Documents/>. The remedies provided under such warranties shall be Buyer's sole and exclusive remedies. Physio makes no other warranties, express or implied, including, without limitation, **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.**

**Compliance with Confidentiality Laws.** Both parties acknowledge their respective obligations to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable federal and state health information confidentiality laws.

**Compliance with Law.** The parties agree to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, and federal governmental authority/agency or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder.

**Regulatory Requirement for Access to Information.** In the event 42 USC § 1395x(v)(1)(I) is applicable, Physio shall make available to the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of these terms, such books, documents and records as are necessary to certify the nature and extent of the costs of the products and services provided by Physio.

**No Debarment.** Physio represents and warrants that it and its directors, officers, and employees (i) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services; and (iii) are not under investigation which may result in Physio being excluded from participation in such programs.

**Choice of Law.** The rights and obligations of Physio and Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the state where Buyer is located. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorney's fees, shall be reimbursed by the other party.

**Additional Terms for Purchase and Sale of Products.**

In addition to the General Terms above, the following terms apply to all purchases of products from Physio:

**Delivery.** Unless otherwise specified by Physio in writing, delivery shall be FOB Physio point of shipment and title and risk of loss shall pass to Buyer at that point. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. In the absence of shipping instructions from Buyer, Physio will obtain transportation on Buyer's behalf and for Buyer's account. Delivery dates are approximate. Freight is pre-paid and added to Buyer's invoice. Products are subject to availability.

**Inspections and Returns.** Within 30 days of receipt of a shipment, Buyer shall notify Physio of any claim for product damage or nonconformity. Physio, at its sole option and discretion, may repair or replace a product to bring it into conformity. Return of any product shall be governed by the Returned Product Policy located at <http://www.physio-control.com/Documents/>. Payment of Physio's invoice is not contingent on immediate correction of nonconformities.

**No Resale.** Buyer agrees that products purchased hereunder will not be resold to third parties and will not be reshipped to any persons or places prohibited by the laws of the United States of America.



**ZOLL Medical Corporation**

Worldwide HeadQuarters  
 269 Mill Rd  
 Chelmsford, Massachusetts 01824-4105  
 (978) 421-9655 Main  
 (800) 348-9011  
 (978) 421-0015 Customer Support  
 FEDERAL ID#: 04-2711626

**TO: Astoria Fire Department**

555 30th Street  
 Astoria, OR 97103

Attn: **Wade Matthews**

email: [wmathews@astoria.or.us](mailto:wmathews@astoria.or.us)

Tel: 503-325-4237

**QUOTATION 223403 V:1**

DATE: August 11, 2016

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Prepay and Add

**A/P N/C Items Promo**

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
1	8700-0730-01	<b>AutoPulse® System with Pass Thru</b> - Generates consistent and uninterrupted chest compressions, offering improved blood flow during cardiac arrest. Includes Backboard, User Guide, Quick Reference Guide, Shoulder Restraints, Backboard Cable Ties, Head Immobilizer, Grip Strips, In-service Training DVD, and one year warranty.	1	\$10,995.00	\$10,995.00	\$10,995.00
2	8700-0752-01	<b>AutoPulse® Li-Ion Battery</b> - for use with the AutoPulse Platform.	3	\$825.00	\$825.00	\$2,475.00
3	8700-0753-01	<b>AutoPulse SurePower Charger, U.S.</b> Charges and automatically conditions two (2) NiMH or Li-Ion batteries and automatically verifies battery charge level. Includes User Guide and U.S Power Cord. Standard one (1) year warranty	1	\$2,295.00	No Charge	No Charge *
4	8700-000758-01	<b>AutoPulse® Soft Carry Case</b> - with battery pocket	1	\$395.00	No Charge	No Charge *
5	8700-0706-01	<b>LifeBand® 3 pack</b> - Single-use chest compression band. (3 per package)	2	\$375.00	\$375.00	\$750.00
6	8700-0712-01	<b>AutoPulse® Soft Stretcher</b> - Extrication stretcher suitable to move patient while AutoPulse is deployed.	1	\$129.00	No Charge	No Charge *
<p>*Reflects Promotional Pricing.            This is available for orders placed by September 30, 2016</p>						
<b>TOTAL</b>						<b>\$14,220.00</b>

This quote is made subject to ZOLL's standard commercial terms and conditions (ZOLL T's + C's) which accompany this quote. Any purchase order (P.O.) issued in response to this quotation will be deemed to incorporate ZOLL T's + C's. Any modification of the ZOLL T's + C's must be set forth or referenced in the customer's P.O. No commercial terms or conditions shall apply to the sale of goods or services governed by this quote and the customer's P.O unless set forth in or referenced by either document.

1. DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. PRICES QUOTED ARE VALID FOR 60 DAYS.
3. APPLICABLE TAX, SHIPPING & HANDLING WILL BE ADDED AT THE TIME OF INVOICING.
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
5. FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015 OR EMAIL TO [ESALES@ZOLL.COM](mailto:ESALES@ZOLL.COM).
6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING [www.zollwebstore.com](http://www.zollwebstore.com).

Jonathan Erickson  
 EMS Territory Manager  
 800-242-9150, x9242

## ZOLL QUOTATION GENERAL TERMS & CONDITIONS

**1. ACCEPTANCE.** This Quotation constitutes an offer by ZOLL Medical Corporation to sell to the Customer the equipment (including a license to use certain software) listed in this Quotation and described in the specifications either attached to or referred to in this Quotation (hereinafter referred to as Equipment). Any acceptance of such offer is expressly limited to the terms of this Quotation, including these General Terms and Conditions. Acceptance shall be so limited to this Quotation notwithstanding (i) any conflicting written or oral representations made by ZOLL Medical Corporation or any agent or employee of ZOLL Medical Corporation or (ii) receipt or acknowledgement by ZOLL Medical Corporation of any purchase order, specification, or other document issued by the Customer. Any such document shall be wholly inapplicable to any sale made pursuant to this Quotation, and shall not be binding in any way on ZOLL Medical Corporation.

Acceptance of this Quotation by the Customer shall create an agreement between ZOLL Medical Corporation and the Customer (hereinafter referred to as the "Contract") the terms and conditions of which are expressly limited to the provisions of this Quotation including these Terms and Conditions. No waiver change or modification of any of the provisions of this Quotation or the Contract shall be binding on ZOLL Medical Corporation unless such waiver, change or modification (i) is made in writing (ii) expressly states that it is a waiver, change or modification of this Quotation or the Contract and (iii) is signed by an authorized representative of ZOLL Medical Corporation.

**2. DELIVERY AND RISK OF LOSS.** Unless otherwise stated, all deliveries shall be F.O.B. ZOLL Medical Corporation's facility. Risk of loss or damage to the Equipment shall pass to the Customer upon delivery of the Equipment to the carrier.

**3. TERMS OF PAYMENT.** Unless otherwise stated in its Quotation payment by Customer is due thirty (30) days after the ship date appearing on ZOLL Medical Corporation invoice. Any amounts payable hereunder which remain unpaid after the date shall be subject to a late charge equal to 1.5% per month from the due date until such amount is paid.

**4. CREDIT APPROVAL.** All shipments and deliveries shall at all times be subject to the approval of credit by ZOLL Medical Corporation. ZOLL Medical Corporation may at any time decline to make any shipment or delivery except upon receipt of payment or security or upon terms regarding credit or security satisfactory to ZOLL Medical Corporation.

**5. TAXES & FEES.** The pricing quoted in its Quotation do not include sales use, excise, or other similar taxes or any duties or customs charges, or any order processing fees. The Customer shall pay in addition for the prices quoted the amount of any present or future sales, excise or other similar tax or customs duty or charge applicable to the sale or use of the Equipment sold hereunder (except any tax based on the net income of ZOLL Medical Corporation), and any order processing fees that ZOLL may apply from time to time. In lieu thereof the Customer may provide ZOLL Medical Corporation with a tax exemption certificate acceptable to the taxing authorities.

**6. WARRANTY.** (a) ZOLL Medical Corporation warrants to the Customer that from the earlier of the date of installation or thirty (30) days after the date of shipment from ZOLL Medical Corporation's facility, the Equipment (other than accessories and electrodes) will be free from defects in material and workmanship under normal use and service for the period noted on the reverse side. Accessories and electrodes shall be warranted for ninety (90) days from the date of shipment. During such period ZOLL Medical Corporation will at no charge to the Customer either repair or replace (at ZOLL Medical Corporation's sole option) any part of the Equipment found by ZOLL Medical Corporation to be defective in material or workmanship. If ZOLL Medical Corporation's inspection detects no defects in material or workmanship, ZOLL Medical Corporation's regular service charges shall apply. (b) ZOLL Medical Corporation shall not be responsible for any Equipment defect failure of the Equipment to perform any specified function, or any other nonconformance of the Equipment caused by or attributable to (i) any modification of the Equipment by the Customer, unless such modification is made with the prior written approval of ZOLL Medical Corporation; (ii) the use of the Equipment with any associated or complementary equipment accessory or software not specified by ZOLL Medical Corporation, or (iii) any misuse or abuse of the Equipment; (iv) exposure of the Equipment to conditions beyond the environmental, power or operating constraints specified by ZOLL Medical Corporation, or (v) installation or wiring of the Equipment other than in accordance with ZOLL Medical Corporation's instructions. (c) Warranty does not cover items subject to normal wear and burnout during use, including but not limited to lamps, fuses, batteries, cables and accessories. (d) The foregoing warranty does not apply to software included as part of the Equipment (including software embodied in read-only memory known as "firmware"). (e) The foregoing warranty constitutes the exclusive remedy of the Customer and the exclusive liability of ZOLL Medical Corporation for any breach of any warranty related to the Equipment supplied hereunder. THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND ZOLL MEDICAL CORPORATION EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**7. SOFTWARE LICENSE.** (a) All software (the "Software" which term shall include firmware) included as part of the Equipment is licensed to Customer pursuant to a nonexclusive limited license on the terms hereinafter set forth. (b) Customer may not copy, distribute, modify, translate or adapt the Software, and may not disassemble or reverse compile the Software, or seek in any manner to discover, disclose or use any proprietary algorithms, techniques or other confidential information contained therein. (c) All rights in the Software remain the product of ZOLL Medical Corporation, and Customer shall have no right or interest therein except as expressly provided herein. (d) Customer's right to use the Software may be terminated by ZOLL Medical Corporation in the event of any failure to comply with terms of this quotation, (e) Customer may transfer the license conferred hereby only in connection with a transfer of the Equipment and may not retain any copies of the Software following such transfer. (f) ZOLL Medical Corporation warrants that the read-only memory or other media on which the Software is recorded will be free from defects in materials and workmanship for the period and on terms set forth in section 6. (g) Customer understands that the Software is a complex and sophisticated software product and no assurance can be given that operation of the Software will be uninterrupted or error-free, or that the Software will meet Customer's requirements. Except as set forth in section 7(f), ZOLL MEDICAL CORPORATION MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SOFTWARE AND IN PARTICULAR DISCLAIMS ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS OF A PARTICULAR PURPOSE WITH RESPECT THERETO. Customer's exclusive remedy for any breach of warranty or defect relating to the Software shall be the repair or replacement of any defective read-only memory or other media so that it correctly reproduces the Software. This License applies only to ZOLL Medical Corporation Software.

**8. DELAYS IN DELIVERY.** ZOLL Medical Corporation shall not be liable for any delay in the delivery of any part of the Equipment if such delay is due to any cause beyond the control of the ZOLL Medical Corporation including, but not limited to acts of God, fires, epidemics, floods, riots, wars, sabotage, labor disputes, governmental actions, inability to obtain materials, components, manufacturing facilities or transportation or any other cause beyond the control of ZOLL Medical Corporation. In addition ZOLL Medical Corporation shall not be liable for any delay in delivery caused by failure of the Customer to provide any necessary information in a timely manner. In the event of any such delay, the date of shipment or performance hereunder shall be extended to the period equal to the time lost by reason of such delay. In the event of such delay ZOLL Medical Corporation may allocate available Equipment among its Customers on any reasonable and equitable basis. The delivery dates set forth in this Quotation are approximate only and ZOLL Medical Corporation shall not be liable for or shall the Contract be breached by, any delivery by ZOLL Medical Corporation within a reasonable time after such dates.

**9. LIMITATIONS OF LIABILITY.** IN NO EVENT SHALL ZOLL MEDICAL CORPORATION BE LIABLE FOR INDIRECT SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ZOLL MEDICAL CORPORATION'S PERFORMANCE OR FAILURE TO PERFORM PURSUANT TO THIS QUOTATION OR THE CONTRACT OR THE FURNISHING, PERFORMANCE, OR USE OF ANY EQUIPMENT OR SOFTWARE SOLD HERETO, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, THE NEGLIGENCE OF ZOLL MEDICAL CORPORATION OR OTHERWISE.

**10. PATENT INDEMNITY.** ZOLL Medical Corporation shall at its own expense defend any suit that may be instituted against the Customer for alleged infringement of any United States patents or copyrights related to the parts of the Equipment or the Software manufactured by ZOLL Medical Corporation, provided that (i) such alleged infringement consists only in the use of such Equipment or the Software by itself and not as a part of or in combination with any other devices or parts, (ii) the Customer gives ZOLL Medical Corporation immediate notice in writing of any such suit and permits ZOLL Medical Corporation through counsel of its choice, to answer the charge of infringement and defend such suit, and (iii) the Customer gives ZOLL Medical Corporation all requested information, assistance and authority at ZOLL Medical Corporation's expense, to enable ZOLL Medical Corporation to defend such suit.

In the case of a final award of damages for infringement in any such suit, ZOLL Medical Corporation will pay such award, but it shall not be responsible for any settlement made without its written consent.

Section 10 states ZOLL Medical Corporation's total responsibility and liability's, and the Customer's sole remedy for any actual or alleged infringement of any patent by the Equipment or the Software or any part thereof provided hereunder. In no event shall ZOLL Medical Corporation be liable for any indirect, special, or consequential damages resulting from any such infringement.

**11. CLAIMS FOR SHORTAGE.** Each shipment of Equipment shall be promptly examined by the Customer upon receipt thereof. The Customer shall inform ZOLL Medical Corporation of any shortage in any shipment within ten (10) days of receipt of Equipment. If no such shortage is reported within ten (10) day period, the shipment shall be conclusively deemed to have been complete.

**12. RETURNS AND CANCELLATION.** (a) The Customer shall obtain authorization from ZOLL Medical Corporation prior to returning any of the Equipment. (b) The Customer receives authorization from ZOLL Medical Corporation to return a product for credit, the Customer shall be subject to a restocking charge of twenty percent (20%) of the original list purchase price, but not less than \$50.00 per product. (c) Any such change in delivery caused by the Customer that causes a delivery date greater than six (6) months from the Customer's original order date shall constitute a new order for the affected Equipment in determining the appropriate list price.

**13. APPLICABLE LAW.** This Quotation and the Contract shall be governed by the substantive laws of the Commonwealth of Massachusetts without regard to any choice of law provisions thereof.

**14. COMPLIANCE WITH LAWS.** (a) ZOLL Medical Corporation represents that all goods and services delivered pursuant to the Contract will be produced and supplied in compliance with all applicable state and federal laws and regulations, including the requirements of the Fair Labor Standards Act of 1938, as amended. (b) The Customer shall be responsible for compliance with any federal, state and local laws and regulations applicable to the installation or use of the Equipment furnished hereunder, and will obtain any permits required for such installation and use.

**15. NON-WAIVER OF DEFAULT.** In the event of any default by the Customer, ZOLL Medical Corporation may decline to make further shipments or render any further warranty or other services without in any way affecting its right under such order. If despite any default by Customer, ZOLL Medical Corporation elects to continue to make shipments its action shall not constitute a waiver of any default by the Customer or in any way affect ZOLL Medical Corporation's legal remedies regarding any such default. No claim or right arising out of a breach of the Agreement by the Customer can be discharged in whole or in part by waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by ZOLL Medical Corporation.

**16. ASSIGNMENT.** This Quotation, and the Contract, may not be assigned by the Customer without the prior written consent of ZOLL Medical Corporation, and any assignment without such consent shall be null and void.

**17. TITLE TO PRODUCTS.** Title to right of possession of the products sold hereunder shall remain with ZOLL Medical Corporation until ZOLL Medical Corporation delivers the Equipment to the carrier and agrees to do all acts necessary to perfect and maintain such right and title in ZOLL Medical Corporation. Failure of the Customer to pay the purchase price for any product when due shall give ZOLL Medical Corporation the right, without liability to repossess the Equipment, with or without notice, and to avail itself of any remedy provided by law.

**18. EQUAL EMPLOYMENT OPPORTUNITY / AFFIRMATIVE ACTION.**

**VETERAN'S EMPLOYMENT** - If this order is subject to Executive Order 11710 and the rules, regulations, or orders of the Secretary of Labor issued thereunder the contract clause as set forth at 41 CFR 60-250.4 is hereby included as part of this order.

**EMPLOYMENT OF HANDICAPPED** - if this order is subject to Section 503 of the Rehabilitation Act of 1973, as amended and the rules, regulations or orders of the Secretary of Labor as issued thereunder, the contract clause at 41 CFR 60-741.7 is hereby included as part of this order.

**EQUAL OPPORTUNITY EMPLOYMENT** - if this order is subject to the provisions of Executive Order 11246, as amended, and the rules, regulations or orders of the Secretary of Labor issued thereunder, the contract clause set forth at 41 CFR 60-1.4 (a) and 60-1.4 (b) are hereby included as a part of this order and Seller agrees to comply with the reporting requirements set forth at 41 CFR 60-1.7 and the affirmative action compliance program requirements set forth as 41 CFR 60-1.40.

**19. VALIDITY OF QUOTATION.** This Quotation shall be valid and subject to acceptance by the Customer, in accordance with the terms of Section 1 hereof for the period set forth on the face hereof. After such period, the acceptance of this Quotation shall not be binding upon ZOLL Medical Corporation and shall not create a contract, unless such acceptance is acknowledged and accepted by ZOLL Medical Corporation by a writing signed by an authorized representative of ZOLL Medical Corporation.

**20. GENERAL.** Any Contract resulting from this Quotation shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts. This constitutes the entire agreement between Buyer and Supplier with respect to the purchase and sale of the Products described in the face hereof, and only representations or statements contained herein shall be binding upon Supplier as a warranty or otherwise. Acceptance or acquiescence in the course of performance rendered pursuant hereto shall not be relevant to determine the meaning of this writing even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. No addition to or modification of any of the terms and conditions specified herein shall be binding upon Supplier unless made in writing and signed by a duly authorized representative of Supplier. The terms and conditions specified shall prevail notwithstanding any variance from the terms and conditions of any order or other form submitted by Buyer for the Products set forth on the face of this Agreement. To the extent that this writing may be treated as an acceptance of Buyer's prior offer, such acceptance is expressly made conditional on assent by Buyer to the terms hereof, and, without limitation, acceptance of the goods by Buyer to the terms hereof, and, without limitation, acceptance of the goods by Buyer shall constitute such assent. All cancellations and reschedules require a minimum of thirty (30) days notice.



# CITY OF ASTORIA

Founded 1811 • Incorporated 1856

September 7, 2016

## MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: ADDITION OF HUMAN RESOURCES SUPPORT JOB TITLE FOR  
SCHEDULE F-1 OF SALARY RESOLUTION NO. 16-12

### DISCUSSION/ANALYSIS

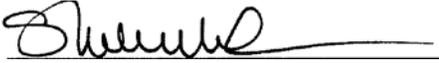
This memo proposes the creation of a part-time position of Human Resources Support, in order to meet immediate needs related to the City of Astoria.

The Finance Department has historically had a part-time accounting support clerk position which is available to provide assistance with customer services including utility payments, court payments, filing, special projects, answering and directing phone calls. With recent changes in citing tickets to circuit court there is some capacity for the court clerk to provide coverage for financial transaction. Level of Finance service will not be affected by this change. Consolidation of the human resource activities under the Finance and Administrative Services Director has created a greater need for administrative support of human resource activities including assistance processing claims, answering and directing calls, various support functions related to organization, filing and production of reports while meeting internal and external requirements and deadlines.

Essential duties, experience and education have been identified and the attached job description has been developed, with assistance from the City's Human Resource consultant, Xenium HR. It is proposed Schedule F-1, Range 1B, be utilized with the step determined based on the experience and education of the candidate. Funds are included in the approved budget for FY 2016-17 for the Finance Department to accommodate the addition of this part-time position. Job recruitment and offer would commence should Council approve the description and salary schedule range noted above.

### RECOMMENDATION

It is recommended that the city Council approve the addition of the Human Resources Support Job Title/duties and use of Schedule F-1, Range 1B, as contained in Salary Resolution No. 16-12.

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



# Job Description

**Job Title:** Human Resources Assistant (PT)  
**Department:** Administration  
**Reports To:** Director of Finance &  
Administrative Services  
**FLSA Status:** Non-Exempt  
**Physical Strength:** Moderate (M)

**Prepared By:** Xenium  
**Prepared Date:** September 2016  
**Approved By:** Susan Brooks  
**Approved Date:** September 2016

## SUMMARY

The Human Resources Assistant position is responsible for performing duties as it relates to the City's human resource function. This includes providing assistance to departments and employees to comply with and support human resource processes and systems. Additionally, this position provides assistance with benefit information, job recruitment processes, new hire orientation, training, safety and volunteer services. Work is performed under the direction of the Director of Finance and Administrative Services. Assistance may be provided to departments for volunteer services.

## ESSENTIAL DUTIES AND RESPONSIBILITIES other duties as assigned...

1. Supports with job audits as necessary, compilation of information for analysis and comparative purposes; assists with updates to job descriptions and analytical tasks related to Human Resource records and benefits.
2. Provides assistance with responses to inquiries from departments and individual employees regarding benefits, policies, and other Human Resource functions.
3. Assists with recruitment process, including preparation of job announcements, advertising, communication with applicants, acceptance of applications and assistance with online job application software and processes.
4. Files and maintains personnel and medical files for regular and temporary employees with state and federal law to include annual application for employment of minors.

## JOB DUTIES

- Updates and distributes personnel policies and procedures with guidance from supervisor. Maintains group summary sheets and employee database information.
- Works with departments in use of volunteers; assists with volunteer services program which includes recruiting, screening, training, maintaining records and recognition.
- Works with 801 Forms, OSHA logs and FMLA/OFLA packet information. Assists with processing light duty paperwork, follow-up and filing.
- Types a variety of correspondence, statistical reports, memoranda, and other materials as needed.
- Assists with scheduling, packet and processing of open enrollment for all staff.
- Performs other duties as needed.



# Job Description

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## **SUPERVISORY RESPONSIBILITIES**

This position has no supervisory duties.

## **QUALIFICATIONS**

Ability to perform essential job duties with or without reasonable accommodation and without posing a direct threat to safety or health of employee or others. To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

## **EDUCATION and/or EXPERIENCE**

High school graduation or equivalency, and at least two to four years of administrative experience or any combination of experience, education or training which demonstrates the knowledge, skills and abilities to perform the above described duties.

## **LANGUAGE SKILLS**

Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence. Ability to speak effectively before groups of customers or employees of organization.

## **MATHEMATICAL SKILLS**

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

## **COMPUTER SKILLS**

Job requires specialized computer skills. Must be adept at using various applications including database, spreadsheet, report writing, project management, graphics, word processing, presentation creation/editing, communicate by e-mail and use scheduling software.

## **REASONING ABILITY**

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

## **CERTIFICATES, LICENSES, REGISTRATIONS**

None required.

## **PHYSICAL DEMANDS**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

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# Job Description

The employee must regularly lift and /or move up to 10 pounds and occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, color vision, distance vision, peripheral vision, depth perception and ability to adjust focus. While performing the duties of this job, the employee is regularly required to use hands to finger, handle, or feel; reach with hands and arms and talk or hear. The employee is frequently required to walk, and sit. The employee is occasionally required to stand; climb or balance and stoop, kneel, crouch, or crawl.

## **WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

**Employee Signature:** \_\_\_\_\_

**Employer Representative:** \_\_\_\_\_

**Date:** \_\_\_\_\_



September 9, 2016

**MEMORANDUM**

TO: MAYOR AND CITY COUNCIL  
FROM:  BRETT ESTES, CITY MANAGER  
SUBJECT: **PUMP STATION NO. 1 UPGRADES – PROGRESSIVE DESIGN BUILD CONTRACT AMENDMENT FOR ADDITIONAL WORK**

**DISCUSSION/ANALYSIS**

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

PS#1 contains three wastewater pumps consisting of two variable speed 125 horsepower (hp) pumps and one fixed speed 75 hp pump. The system was recently upgraded through a Progressive Design Build contract with Portland Engineering, Inc. (PEI). The project scope included replacement of Pumps 1 and 2 motors, replacement of the all pump's variable frequency drives (VFDs) and motor control center (MCC), installation of a new control system and installation of a harmonic filter. The following is the fiscal year (FY) 2016-17 budget for this project.

**PROJECT BUDGET (FY 2016-17)**

Installation	\$166,529
Contingency (8%)	\$13,471
Construction Project Management	<u>\$10,000</u>
TOTAL	\$190,000

During installation, it was discovered that the existing ground wiring at PS#1 does not meet current code requirements. This deficiency must be corrected with this project as a condition of the electrical permit. The cost to install new conduit and ground wire is \$13,933. It also became clear that the new controls are not compatible with the old, existing Pump 3 motor, so a soft start is needed in order to gain any operational benefit from Pump 3. The cost to install the Pump 3 Soft Start is \$17,080. Total cost for the contract amendment for these two items is \$31,013.

Funding for the contract amendment is available in the FY 2016-17 Public Works Improvement Fund. The expense will be distributed between two line items since it exceeds the project contingency:

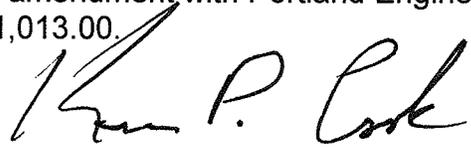
**PUBLIC WORKS IMPROVEMENT FUND**

PS#1 Improvements line item	\$13,471
Sewer Main Rehabilitation line item	<u>\$17,542</u>
TOTAL CONTRACT AMENDMENT	\$31,013

Energy Trust of Oregon has provided a grant incentive in the amount of up to \$72,940 for this project based on the results of a study that evaluated the energy consumption and economics related to upgrading the pump station in order to improve energy efficiency. The Energy Trust incentive is the maximum grant amount allowed for replacing the VFDs and installing a new control system. Keep in mind that the final incentive will be determined based on measured energy savings that could take several months and is expected to be awarded in FY 2016-17.

**RECOMMENDATION**

It is recommended that Council authorize a contract amendment with Portland Engineering, Inc. for the Pump Station No. 1 Upgrades Project for \$31,013.00.

Submitted By:   
Ken P. Cook, Public Works Director

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



September 12, 2016

To: Cindy Moore, City of Astoria

From: Greg Chase

RE: Recent Proposal Requests for Work at Pump Station #1. Work Proposed as Amendment #3 to Ongoing Progressive Design Build Contract between the City of Astoria and Portland Engineering, Inc.

**Added Scope Request #1 – Addition of Soft Start Panel for Pump #3**

Proposed Scope of Work:

- PEI would design the Soft Start Panel, which will mount on the wall near Pump #3.
- PEI would specify the newly required circuit protection/disconnect for the MCC. This would install in a spare MCC bucket.
- City of Astoria would review and approve PEI Submittals.
- PEI would purchase the MCC bucket, AB soft start for Pump 3 and build the soft start panel.
- Upon completion of the panel and procurement of parts, PEI would supervise the installation by Inland Electric at the Pump Station #1.
- PEI would modify PLC program as required to integrate Pump 3 into the pump station control scheme.
- Pump 3 would be started up and tested as well as acceptance tested by the City of Astoria.
- Record Drawings would be updated to reflect the added scope.

Additional to the scope detailed above, PEI will work with Inland Electric and the City of Astoria to test run Pump 3 on the newly installed VFD. The test will allow Pump 3 to run for a short duration to help maintain proper pump and pipe flow.

Based on quotes for materials and installation here is our quote for these services:

<b>Proposal Costing - Pump 3 Soft Start CO</b>	
<b>Engineering Costs (Design, Programming and Startup)</b>	<b>\$ 6,160.00</b>
<b>MCC Bucket, Soft Start Panel, Electrical Installation</b>	<b>\$ 9,420.00</b>
<b>PEI Engineering to Test Run Pump 3 on Drive</b>	<b>\$ 1,500.00</b>
<b>Total Cost</b>	<b>\$ 17,080.00</b>

**Added Scope Request #2 – Addition of Grounding and New Feeder Conduits from Exterior Vault**

Proposed Scope of Work:

- Provide electrical permitting.
- Install (2) 4” conduit for future feeders from Vault
  - From Vault in parking lot to new switch gear up the side wall and over the bathrooms to new MCC.
- (1) 3/0 CU Ground wire from Existing Vault to the MDP. Pulled in one of the new conduits
- Work included:
  - Excavation
  - Site restoration
  - Core Drilling
- As-Built Drawings by Portland Engineering
- Project Oversight from Portland Engineering Estimated at one day
  
- Excluded Work:
  - Overtime
  - Feeder Replacement

Based on the quotes for materials and installation here is our quote for these services:

<b>Proposal Costing - Grounding and Feeder Conduit</b>	
<b>PEI Engineering Costs (Oversite, Asbuilts)</b>	<b>\$ 2,120.00</b>
<b>Excavation and Patching</b>	<b>\$ 6,562.00</b>
<b>Electrical Installation</b>	<b>\$ 4,688.00</b>
<b>PEI Fee</b>	<b>\$ 563.00</b>
<b>Total Cost</b>	<b>\$ 13,933.00</b>

**Total Cost for Proposed Amendment 3 –**

**\$31,013.00**



# CITY OF ASTORIA

Founded 1811 • Incorporated 1856

September 12, 2016

## MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: REVISION OF AQUATIC CENTER SUPERVISOR JOB DESCRIPTION AND ADDITION OF POSITION TO SCHEDULE E, RANGE 36, OF SALARY RESOLUTION NO. 16-12

### DISCUSSION

The Parks and Recreation Department is in need of a professional supervisor to oversee the development, management and administration the Astoria Aquatic Center and the effective delivery of its programs.

The current dedicated staffing model of a Recreation Coordinator at the Aquatic Center has proven to be ineffective as the position requires direct oversight which is unavailable, does not include full management and supervisory duties of the facilities employees, and does not require the position to work a flexible schedule as needed to meet the needs of the Aquatic Center, its programs, and employees.

Since the Astoria Aquatic Center's opening in 1998 the oversight and operation of the Astoria Aquatic Center reflects experimentation with different approaches. Direction and supervision has evolved based on the objective and focus at the time of each change:

1998 – 2007: An Aquatic Center Supervisor overseeing all programs, operations, and employees, in addition to a full time Aquatic Center Maintainer.

2007 – 2010: In 2007 an Assistant Aquatic Center Supervisor,  $\frac{3}{4}$  time benefited position, was added to the previous Aquatic Center Supervisor and Aquatic Center Maintainer team to help provide additional oversight to the facility.

2010 – 2012: As a cost savings measure, the staff at the Aquatic Center was restructured. An Aquatic Center Program Manager was supported by a Recreation Coordinator.

2012 – 2016: Further cost saving measures were implemented. Dedicated staffing was reduced to one Recreation Coordinator position responsible to the Department Director;

the Aquatic Center Program Manager was eliminated. The assumption was that the Coordinator "skill set" and "position level" would suffice has not proven to be a viable way to manage the facility.

Returning to the previous Aquatic Center Supervisor model will provide meaningful management and supervision at a level that will not require direct and continuous supervision and involvement from the Department Director. The Director is unable to consistently provide that level of supervision without neglecting her responsibilities. Historically, this model has been used for the majority of the Astoria Aquatic Center's years of operation and will provide the Center with the needed direct management and supervisory oversight. Most significantly, the qualified candidate will be qualified to serve the employees in ways that have been and would continue to be beyond the qualification and skill set called for in the "Coordinator" position.

In addition to advancing planning, training, mentoring and supervisory needs, this transition also aligns with the Parks and Recreation Departments Comprehensive Master Plan by:

- Implementing recommended actions of achieving target staffing levels to meet current needs
- Providing competitive wages and benefits to improve hiring and retention
- Employing a sufficient level of part time and full time staff to meet quality and level of service needs, and
- Contributing materially to a safe and healthy work environment.

### **RECOMMENDATION**

It is recommended that Council approve the revision of the Aquatic Center Supervisor job description for inclusion on Schedule E, Range 36, as contained in Salary Resolution No. 16-12.

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

## AQUATIC CENTER SUPERVISOR

**GENERAL STATEMENT OF DUTIES:** Plans, organizes, coordinates and directs the aquatic programs and facility; does related work as required.

**DISTINGUISHING FEATURES OF THE CLASS:** An employee in this class is responsible for overseeing the operation of the aquatic center, including supervision of aquatic staff and volunteers, scheduling of activities and operations of the facility. Work is performed under the general supervision of the Parks and Community Services Director.

**EXAMPLES OF ESSENTIAL DUTIES:** (Illustrative only. Any single position of a class may or may not involve all of the essential duties listed, and many positions will involve essential duties, which are not listed.)

1. Provides supervision for aquatic staff by assigning, scheduling, and reviewing work; evaluating performance; recommending disciplinary action; and participating in interviewing and selection of new employees.
2. Orients and trains for in-service training to employees; ensures that employees have necessary certification and skills to perform assigned work duties.
3. Schedules and promotes aquatic center classes and activities available to the public; coordinates registration.
4. Answers public inquiries and/or complaints regarding programs and procedures.
5. Maintains and ensures completion of appropriate center operational records, certifications and facility licenses.
6. Evaluates programs and activities for participation and effectiveness.
7. Purchases necessary supplies for aquatics facility.
8. Implements and enforces departmental policies on safety standards, operations and public relations.
9. Performs duties by directing and leading programs and activities on an as-needed basis.
10. Plans, develops, administers and evaluates general and specialized technical, safety and operational training for aquatic staff.
11. Assists in developing and evaluating program budget; monitors and projects costs and revenues; identifies changes in operations needed to achieve revenue generation, cost containment, service and safety goals.
12. Represents the Aquatic Center when responding to public inquiries, questions, suggestions and complaints.

## **AQUATIC CENTER SUPERVISOR (CONT.)**

**WORK ENVIRONMENT:** Works a flexible schedule, including weekends and evenings. Position is on-call status to provide supervision of the center. Works with frequent interruptions and distractions from noise. Works effectively with people of all ages, ethnic origin and social-economic backgrounds.

### **DESIRABLE QUALIFICATIONS:**

**KNOWLEDGE OF:** Considerable knowledge of water safety, lifesaving methods, first aid and emergency procedures; principles of supervision and personnel practices. Knowledge of rules and regulations related to the operation of an aquatic facility including operating equipment and materials, technical operation standards and health codes for swimming facilities. Some knowledge of budgeting and record keeping as well as marketing, promotion, and public relations methods.

**ABILITY TO:** Plan, schedule and evaluate aquatic/recreation facility programs and activities; maintain good working relationship with employees and the public; act professional and calm during emergency situations; identify hazards; act courteously and tactfully in dealing with the public; communicate effectively both verbally and in writing; direct the work of others to meet the overall goals of the facility.

**SKILLS IN:** First aid and CPR; strong teaching skills for all ages and abilities; efficient and safe operation of aquatic facility.

**EDUCATION AND TRAINING:** Prefer associate or bachelor degree in recreation management or related field and/or two (2) years of recent progressively responsible experience in programming and supervising recreational/aquatic activities and/or programs; or any equivalent combination of experience and training which demonstrates the knowledge, skills, and abilities to perform the above described duties.

**NECESSARY SPECIAL REQUIREMENTS:** Possession of, or ability to obtain a valid driver's license within six (6) months of hire. Possession of the American Red Cross Lifeguard and Swim Instruction Trainer certification or equivalent, CPR for the Professional Rescuer certification and instructor authorizations, Work Place First Aid Instructor, and Certified Pool Operator certifications or equivalencies. Ability to successfully pass a post job offer criminal background check and drug screen test.



# Job Description

**Job Title:** Aquatic Center Supervisor  
**Department:** Parks and Recreation  
**Reports To:** Parks and Recreation Director  
**FLSA Status:** Exempt  
**Physical Strength:** Moderate (M)

**Prepared By:** Xenium  
**Prepared Date:** September 2016  
**Approved By:** Angela Cosby  
**Approved Date:** September 2016

## SUMMARY

This position is responsible for developing, managing and administering the Astoria Aquatic Center and the effective delivery of its programs. The Aquatic Center Supervisor is responsible for planning, organizing and directing the activities, maintenance and operations of the Astoria Aquatics Center with a high level of autonomy. The position has full supervisory responsibilities for professional, support, part-time instructors and staff and is responsible for developing, implementing and evaluating a wide variety of aquatic-related programs and classes in order to meet the needs and interests of City residents and visitors. Programs include swimming instruction, recreation, fitness, competitive and therapeutic activities, as well as Lifeguard and Swim Instructor training.

The Aquatic Center Supervisor operates the Astoria Aquatic Center in a manner which is safe, and operationally and fiscally responsible and appropriate based on community desires, Council objectives and priorities, and the general direction and indirect oversight of the Parks and Recreation Director.

## ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Plans, coordinates and manages program and administrative functions of the Aquatics Center. Plans, organizes, integrates and oversees the aquatic program development, implementation, administration and evaluation; conducts needs assessments and identifies appropriate aquatic education programs and activities to meet the needs of a diverse set of participants; develops and implements program schedules; researches new and innovative aquatic-related recreation programs and trends and adapts and introduces programs to meet community needs; evaluates program effectiveness and determines and initiates, terminates, improves or expands program elements as deemed appropriate; oversees and monitors registration and fee collection processes; develops, implements and monitors the communication and enforcement of applicable City and program-specific policies, practices, procedures and rules, including those related to safety.
2. Plans and evaluates the performance of assigned staff and instructors; establishes performance requirements and personal development targets; regularly monitors performance and provides coaching for performance improvement and development; recommends merit increases and other rewards to recognize performance; investigates situations that arise relating to accidents, risks of claims, employee performance or misconduct or potential discipline, initiates and administers employee discipline subject to Department Director and city management concurrence as necessary or appropriate in the circumstance, determines and takes appropriate corrective and disciplinary action as necessary and recommends termination if necessary to address misconduct and performance deficiencies; follows the City Charter, Code, human resources policies and labor agreements.



# Job Description

3. Directs and participates in the maintenance of aquatic facility; operate and maintain the water circulation system and other aquatic operating systems, monitor pool water chemistry, take water quality samples regularly and accurately record results, adjust chemical levels as needed; inspect and observe facility to ensure maintenance of safety standards, sanitary conditions and orderly conduct; coordinate facility maintenance needs with the Department's Maintenance Division and communicate work orders for repairs, provide contract management services for necessary work outside the scope/availability of regular staff; supervise custodial work, or other maintenance staff as necessary; ensure chemicals, equipment and materials are properly handled and safely stored when not in use; ensure regular and adequate cleaning of the surrounding pool area, lobby, change rooms and deck.
4. Provides leadership and works with staff to create a high performance, service-oriented work environment that supports mission, objectives and service expectations; provides ongoing training of current staff and new staff. Provides overall leadership. Participates in programs and activities that promote workplace diversity and a positive employee relations culture and environment. Assigns, directs and schedules the work of employees.

## JOB DUTIES

- Develops, implements and monitors work plans to achieve division mission, goals and performance measures; participates in developing and monitoring performance against the annual division budget; participates in developing, recommends and implements plans, policies, systems and procedures applicable to responsibilities of aquatic program employees.
- Determines staffing needs within budget, responsible for conducting interviews, determining new hire qualification, selecting the most qualified and rejecting unqualified applicants.
- Receives and makes appropriate determinations in the event of safety complaints or grievances.
- Analyzes, determines and addresses program staffing, equipment and facilities maintenance and supply needs; supervises and monitors procurement, distribution, and use of equipment and supplies.
- Makes public presentations to community organizations; researches, develops and submits funding proposals for specified programs; organizes and directs authorized fundraising activities.
- Receives, investigates and resolves participant, staff, citizen, or contractor inquiries, concerns, complaints and problems.
- Researches, identifies and develops marketing and publicity plans and strategies for Aquatic Programs; oversees development and distribution of and writes and edits brochures, catalogs, flyers, mailers and other publicity materials for activities, events and programs.



# Job Description

- Develops, maintains and updates financial, statistical and other program-specific data, reports, records and databases, including pertinent demographic data and administrative and registration records; develops and prepares written reports and correspondence.
- Performs other duties as needed.

## SPECIAL DUTIES

- Represents Astoria in community, regional, national and professional meetings and before committees or organizations in relation to aquatics programs and related services provided by the City.
- Keeps abreast of current trends in field/s of responsibility by reviewing professional literature and participating in professional organizations.
- Manages the progress of meeting and achieving Benchmark Goals as may be established and revised periodically, such as:
  - a. Increases the pool guest attendance and increase the sales of facility passes and programs
  - b. Raises the enrollment of students in Swim Lessons
  - c. Creates and sustains profitable concession and merchandise sales
  - d. Seeks, increases and maintains beneficial partnerships
  - e. Increases rentals
- Identifies, designs and implements new programs to address the changing needs of the community. Adopt and maintain policies appropriate to the Aquatics Center.
- Fosters and maintains a safe, healthy, and rewarding workplace for all staff. This includes motivation, excitement, positive energy, cleanliness, maintenance, organization, and having all necessary safety and health information readily available.
- Interacts regularly with guests to insure a welcoming atmosphere. Instills trust and comfort in the guest experience by partnering and modelling for staff so that user expectations are exceeded.
- Evaluate programs and activities for participation numbers, effectiveness, and makes necessary changes and improvements. Collects, studies, and uses information gathered from guests to successfully maintain the programs and activities in a manner that works for both the facility and guests. Utilizes this information appropriately.
- Maintains guest service standards and provide staff trainings to ensure excellent customer service. Continuously improve service through ongoing training.
- Establishes and sustains standards of service that will:
  - a. Fosters a safe environment
  - b. Welcomes new guests and continue to provide excellent service for regular guests
  - c. Provides a safe and secure place to enjoy recreational activities



# Job Description

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## **DISTINGUISHING FEATURES OF THE CLASS**

The Aquatic Center Supervisor is distinguished from other City supervisory positions by the incumbent's recognized expertise in aquatics program and facility management and the successful leadership and administration of aquatics programs and facilities. Critical necessities include experience and knowledge of aquatics safety and health standards, the knowledge and credibility necessary to train staff effectively, and the capacity to lead, motivate and supervise effective teams.

## **KNOWLEDGE OF**

Considerable knowledge of water safety, lifesaving methods, first aid and emergency procedures; aquatic center swimming pool filters, mechanical systems and use of chemicals for swimming pool and water chemistry, principles of supervision and personnel practices. Knowledge of rules and regulations related to the operation of an aquatic facility including; operating equipment and materials, technical operation standards and health codes for swimming facilities. Some knowledge of budgeting and record keeping as well as marketing, promotion, and public relations methods.

## **ABILITY TO:**

- Plan, develop, implement and evaluate a comprehensive aquatic program.
- Organize, coach, supervise, train, motivate, counsel and provide effective leadership to staff.
- Develop implement and enforce program policies, procedures and processes.
- Understand, interpret, explain and apply city, state and federal laws applicable to the areas of responsibility.
- Organize work, set priorities and exercise sound independent judgment as a representative of the city.
- Manage multiple tasks efficiently and successfully.
- Maintain a positive outlook and model for others professional demeanor and appropriate communications and service behaviors while demonstrating an effective management style and effective interpersonal relations.
- Maintain a good working relationship with employees and the public.
- Manage difficult or stressful situations with integrity.
- Act professionally and calm during emergency situations
- Identify hazards and risks, and respond effectively.
- Communicate effectively both verbally and in writing.
- Delegate work/tasks correctly to meet the overall goals of the facility.
- Prepare concise and complete documents, reports and correspondence.
- Respond sensitively to the community and participant issues and concerns.
- Uphold lifeguard qualification and performance standards as established by the City.

## **WORK COMMITMENT**

The Aquatic Center Supervisor is a full-time position that works a flexible schedule, including weekends and evenings. Required to be on-call in order to respond to and provide supervision of the center in emergency situations and as needed.

## **SUPERVISORY RESPONSIBILITIES**

The position has full supervisory responsibilities for 30 to 40 professional, support and part-time lifeguards, cashiers, maintainers, instructors and staff.

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# Job Description

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## **QUALIFICATIONS**

Ability to perform essential job duties with or without reasonable accommodation and without posing a direct threat to safety or health of employee or others. To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

## **EDUCATION and/or EXPERIENCE**

Associate or bachelor degree in recreation management or related field preferred. Three years of recent progressively responsible experience in programming and supervising recreational/aquatic activities and/or programs; or any equivalent combination of experience and training, which demonstrates the knowledge, skills, and abilities to perform the above-described duties.

## **LANGUAGE SKILLS**

Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.

## **MATHEMATICAL SKILLS**

Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume. Ability to apply concepts of basic algebra and geometry.

## **COMPUTER SKILLS**

Job requires specialized computer skills. Must be adept at using various applications including database, spreadsheet, report writing, project management, graphics, word processing, presentation creation/editing, communicate by e-mail and use scheduling software. Proficient use of recreation management system is needed.

## **REASONING ABILITY**

Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

## **CERTIFICATES, LICENSES, REGISTRATIONS**

Possession of, or ability to obtain a valid Driver's License within six months of hire. Possession of a current Lifeguard Certification and CPR/First Aid Certification in a nationally recognized program such as the American Red Cross or Ellis and Associates. Ability to acquire Ellis & Associates Lifeguard Certification and Lifeguard Trainer Certification, Certified Pool Operator Certification and/or Aquatic Facility Operator Certification within six months of hire.

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# Job Description

## PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception and ability to adjust focus. While performing the duties of this job, the employee is regularly required to talk or hear. The employee is frequently required to stand; walk and use hands to finger, handle, or feel. The employee is occasionally required to sit; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl and taste or smell.

The employee must frequently lift and/or move up to 50 pounds.

## WORK ENVIRONMENT

The Aquatic Center Supervisor works in the Aquatics Center in view of and observing facilities, program, staff and customers. In doing so, must be able to work effectively with frequent interruptions and noise distractions. Must interact and work effectively with all people regardless of age, disability, race, religion, color, national origin, sex, sexual orientation, social-economic status, gender identity and expression throughout the course of a workday at City facilities.

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this Job, the employee is regularly exposed to wet or humid conditions (non-weather). The employee is frequently exposed to fumes or airborne particles and toxic or caustic chemicals. The employee is occasionally exposed to work near moving mechanical parts and risk of electrical shock.

The noise level in the work environment is usually loud.

Employee Signature: \_\_\_\_\_

Employer Representative: \_\_\_\_\_

Date: \_\_\_\_\_



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

September 9, 2016

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: LIQUOR LICENSE APPLICATION FROM JEREMY FRENCH DBA REVELLE  
CIDERWORKS LOCATED AT 1343 DUANE STREET FOR A NEW OUTLET FOR A  
WINERY LICENSE (FINANCE)

Discussion & Analysis

A liquor license application has been filed by Jeremy French for Twistappel Ciderworks LLC doing business as Reveille Ciderworks. This application is a New Outlet for a Winery License which allows the following:

- Must hold either:
  - A valid Producer and Blender Basic Permit from federal Alcohol and Tobacco Tax and Trade Bureau (TTB) at the premises where production occurs; or
  - A valid TTB Wholesaler Basic Permit at any address in the U.S.
- If hold a valid TTB Producer and Blender Basic Permit:
  - May manufacture, blend, store, bottle, and export wine and cider
  - May import wine or cider into Oregon a) In containers that have a capacity of more than four liters; or b) In containers that have a capacity of four liters or less if the brand of wine or cider is under the control of the licensee. "Control" is defined in ORS 471.223
  - May sell wine and cider to wholesale and retail licensees in Oregon
  - May sell malt beverages, wine, and cider to individuals in Oregon for consumption on or off the licensed business
  - May sell malt beverages, wine, and cider to individuals in a securely covered container ("growler") for consumption off the licensed premises
  - Eligible to ship malt beverages, wine, and cider directly to an Oregon resident
  - Eligible to apply for a "special event" license: SEW
  - Must obtain a privilege tax bond
- If hold a valid TTB Wholesaler Basic Permit:
  - Must have a written contract with an Oregon Winery that has a valid TTB Producer and Blender Basic Permit to produce wine or cider for the licensee (this contract is typically called a "custom crush" agreement) and the licensee must own the brand under which the wine or cider is labeled
  - May exercise the privileges of the license only for wine and cider brands that are under the control of the licensee. "Control" is defined in ORS 471.223
  - May store and export such wine and cider
  - May import such wine and cider into Oregon
  - May sell such wine and cider to wholesale and retail licensees in Oregon
  - May sell such wine and cider to individuals in Oregon for consumption on or off the licensed business

- May sell such wine and cider to individuals in a securely covered container ("growler") for consumption off the licensed premises
- Eligible to ship such wine and cider directly to an Oregon resident
- May sell malt beverages to individuals in Oregon for consumption on or off the licensed business
- May sell malt beverages to individuals in a securely covered container ("growler") for consumption off the licensed premises
- Eligible to ship malt beverages directly to an Oregon resident
- Eligible to apply for a "special event" license
- Must obtain a privilege tax bond

A winery license allows the licensee to import, bottle, produce, blend, store, transport and export wines, and allows wholesale sales to OLCC and licensees, and retail sales of malt beverages and wine for consumption on or off the licensed premises

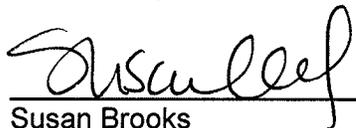
The site is located at 1343 Duane Street, Suite B, Astoria. The application will be considered at the September 19, 2016 meeting. A copy of the application is attached.

The appropriate Departments have reviewed the application. No objections to approval were noted.

Recommendation

Staff recommends that the City Council consider this application.

Respectfully submitted,



Susan Brooks  
Director of Finance & Administrative Services



OREGON LIQUOR CONTROL COMMISSION  
LIQUOR LICENSE APPLICATION

ORIGINAL

Application is being made for:

LICENSE TYPES

- Full On-Premises Sales (\$402.60/yr)
- Commercial Establishment
- Caterer
- Passenger Carrier
- Other Public Location
- Private Club
- Limited On-Premises Sales (\$202.60/yr)
- Off-Premises Sales (\$100/yr)
  - with Fuel Pumps
- Brewery Public House (\$252.60)
- Winery (\$250/yr)
- Other: \_\_\_\_\_

ACTIONS

- Change Ownership
- New Outlet
- Greater Privilege
- Additional Privilege
- Other \_\_\_\_\_

CITY AND COUNTY USE ONLY

Date application received: 8-15-16

The City Council or County Commission:

City of Astoria  
(name of city or county)

recommends that this license be:

- Granted
- Denied

By: \_\_\_\_\_  
(signature) (date)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

OLCC USE ONLY

Application Rec'd by: [Signature]

Date: 7/14/2016

90-day authority:  Yes  No

90-DAY AUTHORITY

Check here if you are applying for a change of ownership at a business that has a current liquor license, or if you are applying for an Off-Premises Sales license and are requesting a 90-Day Temporary Authority

APPLYING AS:

- Limited Partnership
- Corporation
- Limited Liability Company
- Individuals

1. Entity or Individuals applying for the license: [See SECTION 1 of the Guide]

① Twistappel Ciderworks LLC ③ \_\_\_\_\_

② \_\_\_\_\_ ④ \_\_\_\_\_

2. Trade Name (dba): Reveille Ciderworks

3. Business Location: 1343 Duane Street, Suite B, Astoria, Clatsop County, Oregon, 97103  
(number, street, rural route) (city) (county) (state) (ZIP code)

4. Business Mailing Address: 4005 NE Multnomah St., Portland, OR 97232  
(PO box, number, street, rural route) (city) (state) (ZIP code)

5. Business Numbers: 503-757-5987  
(phone) (fax)

6. Is the business at this location currently licensed by OLCC?  Yes  No

7. If yes to whom: \_\_\_\_\_ Type of License: \_\_\_\_\_

8. Former Business Name: \_\_\_\_\_

9. Will you have a manager?  Yes  No Name: \_\_\_\_\_  
(manager must fill out an Individual History form)

10. What is the local governing body where your business is located? City of Astoria, Oregon  
(name of city or county)

11. Contact person for this application: Jeremy French / 503-757-5987  
(name) (phone number(s))  
4005 NE Multnomah St., Portland, OR 97232 jeremy@reveillicider.com  
(address) (fax number) (e-mail address)

I understand that if my answers are not true and complete, the OLCC may deny my license application.

Applicant(s) Signature(s) and Date:

① [Signature] Date 7/6/16 ③ \_\_\_\_\_ Date \_\_\_\_\_

② \_\_\_\_\_ Date \_\_\_\_\_ ④ \_\_\_\_\_ Date \_\_\_\_\_

**OREGON LIQUOR CONTROL COMMISSION**  
**WINERY AND GROWER SALES PRIVILEGE**  
**FEDERAL QUALIFICATIONS**



In addition to applying for an Oregon State liquor license, if you are producing an alcoholic beverage for commercial purposes (not for personal or family use), storing, blending, or bottling untaxpaid alcohol, or wholesaling or importing alcohol products, you must file a permit application with the Federal Alcohol and Tobacco Tax and Trade Bureau (TTB) and receive a permit before starting production.

Please answer the following questions regarding the Federal Permit for your Oregon business, and attach a copy of your Federal Permit or Federal Permit application. For descriptions of Federal Permits, see the back of this form.

1. My business structure on a **Federal Level** is based on the following (check one):
- Bonded Winery
  - Alternating Proprietor
  - Custom Crush Client (Wholesaler)
  - Bonded Wine Cellar
  - Distillery
  - Brewery/Brewpub
  - Alcoholic Beverage Wholesaler
2. Check the box next to statement that describes the Federal Permit for your Oregon business:
- I have my required Federal Permit at this location in Oregon. A copy of my Federal Permit is attached.
  - I have applied for my required Federal Permit at this location in Oregon, but have not received my Federal Permit. A copy of my Federal Permit application is attached. I understand that I must submit a copy of my Federal Permit to OLCC when I receive it.
  - I have not applied for my required Federal Permit at this location in Oregon because I have not started any of the activities that require a Federal Permit. No copy of a Federal Permit or application is attached. I understand that I must submit a copy of the Federal Permit application to the OLCC when I file the application, and that I must submit a copy of my Federal Permit to OLCC when I receive it.

**Wineries must answer the following questions:**

3. Are purchasing an existing Winery?  Yes  No  
If yes, please provide the tradename: \_\_\_\_\_
4. Are you owned by another Winery?  Yes  No  
If yes, please provide the tradename: \_\_\_\_\_
5. Are you working with another licensed Oregon winery or wineries that will be involved in the production or storage of your wine or cider?  Yes  No If yes, what services will the winery provide for your business:
- Produce wine or cider under a custom crush agreement at (other winery's tradename) \_\_\_\_\_
  - Provide equipment or materials: alternating proprietorship at (other winery's tradename) \_\_\_\_\_
  - Bottle and label your wine or cider at (other winery's tradename) \_\_\_\_\_
  - Store wine or cider during fermentation process at (other winery's tradename) \_\_\_\_\_
  - Store finished wine or cider at (other winery's tradename) \_\_\_\_\_
  - Other (please list) \_\_\_\_\_

Attach additional sheets if you are working with more than one other winery to do any of these activities.

I understand that if my answers are not true and complete, the OLCC may deny my license application.

Applicant: Jeremy French Tradename: Reveille Ciderworks  
Signature: [Signature] Date: 7/6/2016



# OREGON LIQUOR CONTROL COMMISSION BUSINESS INFORMATION

Please Print or Type

Applicant Name: JEREMY FRENCH Phone: 503-757-5987

Trade Name (dba): REVELUE CIDERWORKS

Business Location Address: 1343 DUANE ST., SUITE B

City: ASTORIA ZIP Code: 97103

### DAYS AND HOURS OF OPERATION

#### Business Hours:

Sunday 12 PM to 7 PM  
 Monday \_\_\_\_\_ to \_\_\_\_\_  
 Tuesday \_\_\_\_\_ to \_\_\_\_\_  
 Wednesday \_\_\_\_\_ to \_\_\_\_\_  
 Thursday \_\_\_\_\_ to \_\_\_\_\_  
 Friday 4 PM to 9 PM  
 Saturday 12 PM to 9 PM

#### Outdoor Area Hours:

Sunday 12 PM to 7 PM  
 Monday \_\_\_\_\_ to \_\_\_\_\_  
 Tuesday \_\_\_\_\_ to \_\_\_\_\_  
 Wednesday \_\_\_\_\_ to \_\_\_\_\_  
 Thursday \_\_\_\_\_ to \_\_\_\_\_  
 Friday 4 PM to 9 PM  
 Saturday 12 PM to 9 PM

The outdoor area is used for:

Food service Hours: 12 PM to 7 PM  
 Alcohol service Hours: 12 PM to 7 PM  
 Enclosed, how \_\_\_\_\_

The exterior area is adequately viewed and/or supervised by Service Permittees.

\_\_\_\_\_  
(Investigator's Initials)

Seasonal Variations:  Yes  No If yes, explain: OUTDOOR AREA FOR SUMMER ONLY, UNLESS COVERED AREA IS EMPLOYED

### ENTERTAINMENT

Check all that apply:

- Live Music
- Recorded Music
- DJ Music
- Dancing
- Nude Entertainers
- Karaoke
- Coin-operated Games
- Video Lottery Machines
- Social Gaming
- Pool Tables
- Other: \_\_\_\_\_

### DAYS & HOURS OF LIVE OR DJ MUSIC

Sunday \_\_\_\_\_ to \_\_\_\_\_  
 Monday \_\_\_\_\_ to \_\_\_\_\_  
 Tuesday \_\_\_\_\_ to \_\_\_\_\_  
 Wednesday \_\_\_\_\_ to \_\_\_\_\_  
 Thursday \_\_\_\_\_ to \_\_\_\_\_  
 Friday 7 PM to 9 PM  
 Saturday 5 PM to 9 PM

### SEATING COUNT

Restaurant: \_\_\_\_\_ Outdoor: 20  
 Lounge: 12 Other (explain): \_\_\_\_\_  
 Banquet: \_\_\_\_\_ Total Seating: 32

**OLCC USE ONLY**

Investigator Verified Seating: \_\_\_\_ (Y) \_\_\_\_ (N)

Investigator Initials: \_\_\_\_\_

Date: \_\_\_\_\_

I understand if my answers are not true and complete, the OLCC may deny my license application.

Applicant Signature: [Signature] Date: 7/6/2016



**CITY OF ASTORIA**  
Founded 1811 • Incorporated 1856

Date: September 8, 2016

## **MEMORANDUM**

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: **BEAR CREEK DAM VALVE REPAIR CONTRACT AWARD AND PUBLIC HEARING**

### **DISCUSSION/ANALYSIS**

The City of Astoria's Bear Creek Dam is a 90-foot high concrete dam built in 1912 and was raised 15 feet in 1953. The Oregon Water Resources Department (OWRD) has classified the Dam as a high hazard dam due to the dam's proximity to human population areas downstream. In early 2013, the City initiated a seismic failure analysis of the dam. The study is now complete and it has been determined that the dam does not need to be structurally modified/mitigated to protect against seismic failure. As mentioned at the June 20<sup>th</sup> City Council meeting where the results of the study were presented, the City has some remaining work to do at the water system headworks to prevent future dam overtopping events. Future projects consist of repair to the 63 year old main drainage piping for the dam, a probable maximum flow study for the watershed, and a possible future overflow weir to the east of the Bear Creek Reservoir. This memorandum is for the highest priority next step which is the repair of the drainage piping for the dam.

To complete the needed repairs, staff recommends that we execute a contract in the amount of \$30,000 to Dam Maintenance Management which is a firm that specializes in dam rehabilitation and maintenance. The scope of work is detailed in the attached contract. This firm has been recommended by the Oregon Water Resources Engineer. In order to sole source to this firm our City Code requires that we prepare exemption findings and conduct a public hearing. The code also requires that the public hearing be advertised in a statewide trade journal at least 14 days prior to the public hearing. The advertisement states that our exemption findings are available for public viewing upon request. The public hearing was advertised in the Daily Journal of Commerce (DJC) on Friday September 2<sup>nd</sup>. We have not received any requests to view the findings nor have we received any questions.

Following are the exemption findings developed by staff.

## **EXEMPTION FINDINGS**

Findings for an Exemption from the Competitive Solicitation Requirements (per City Code Section 1.966) are as follows:

*(1) The nature of the contract or class of contracts for which the special solicitation or exemption is requested;*

**The contract class for which the exemption is requested is a goods and services contract for repair/rehabilitation of water valves located at the Bear Creek Dam facility.**

*(2) The estimated contract price or cost of the project, if relevant;*

**The estimated contract cost is \$30,000 on a not-to-exceed basis.**

*(3) Findings to support the substantial cost savings, enhancement in quality or performance or other public benefit anticipated by the proposed selection method or exemption from competitive solicitation;*

**The City has been directed by the Oregon Water Resources State Engineer to repair an assembly of 63 year old valves on the drain for the Bear Creek Dam. The valves are inoperable in their current condition and need to be rehabilitated. The work is specialized work outside the expertise of City Public Works staff. Operation of the valve will allow the reservoir level to be dropped at a faster rate than is currently possible offering a higher level of flood protection.**

**The State Engineer has recommended the firm Dam Maintenance Management which specializes in this type of work. Their vast experience with valve rehabilitation will help reduce the risk of a mistake in the rehabilitation of this critical component of the City water infrastructure. They have offered to allow our staff to assist with the project which will provide cost savings and provide optimum coordination. Our staff will assist with the work by doing the non-specialized work while Dam Maintenance Management focuses their efforts on the specialized valve rehabilitation work.**

**This contractor has worked on many successful State regulated dam repairs and maintenance projects and has gained the highest level of trust with the Oregon Water Resources Department. A request for quotes which is typical for simpler work could lead to a lesser experienced contractor claiming that they can do the work at a lower cost only to find out that their limited experience has resulted in high risks and costs to the City. The valve rehabilitation must be executed with no mistakes.**

*(4) Findings to support the reason that approval of the request would be unlikely to encourage favoritism or diminish competition for the public contract or class of public contracts, or would otherwise substantially promote the public interest in a manner that could not practicably be realized by complying with the solicitation requirements that would otherwise be applicable under these regulations;*

**Dam valve rehabilitation services are very specialized and there are limited contractors that provide this service. Staff believes that this exemption will result in a lower risk project at similar costs to the typical request for quotes process. It will also reduce the**

chance of hiring a contractor that gets in over their head, failing to successfully complete the project and leading to operational problems for the City.

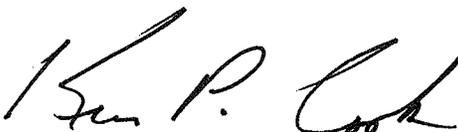
(5) A description of the proposed alternative contracting methods to be employed;  
**Sole Source.**

(6) The estimated date by which it would be necessary to let the contract(s);  
**Staff is recommending Dam Maintenance Management be awarded a contract after City Council's consideration of the proposed exemption.**

The attached contract and the exemption finding stated above have been reviewed by City Attorney, Blair Henningsgaard.

**RECOMMENDATION**

It is recommended that the City Council conduct a public hearing for the purposes of taking public comments on the findings for exemption from the competitive solicitation requirements, and adopt findings that authorize the sole sourcing of the goods and services contract with Dam Maintenance Management to provide valve repair services for the not-to-exceed amount of \$30,000.

Submitted By   
Ken P. Cook, Public Works Director

Prepared By JEFF HARRINGTON   
Jeff Harrington, City Engineer

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

CONTRACT:

This Contract, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016 by and between the City of Astoria, a municipal corporation of the State of Oregon, hereinafter called "CITY", and Dam Maintenance Management, 25501 HWY 245, Hereford, OR 97837 hereinafter called "CONTRACTOR", duly authorized to do business in Oregon.

WITNESSETH

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

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

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

1. CONTRACTOR GOODS AND SERVICES

A. CONTRACTOR shall provide goods and services for the City of Astoria, as outlined in its Attachment A, which by this reference is incorporated herein.

B. CONTRACTOR'S obligations are defined solely by this Contract and its attachment and not by any other contract or agreement that may be associated with this project.

C. CONTRACTOR services shall be performed as expeditiously as is consistent with professional skill and the orderly progress of work. All work shall be completed no later than November 15<sup>th</sup>, 2016.

2. COMPENSATION

A. The CITY agrees to pay CONTRACTOR a total not-to-exceed \$30,000 price for providing goods and performance of those services provided herein;

B. The CONTRACTOR will submit monthly billings for payment which will be based upon the percentage of work completed in each of the categories listed in the scope of work.

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 Jeff Harrington, City of Astoria, 1095 Duane Street, Astoria, Oregon, 97103, (503) 338-5173.

5. CONTRACTOR'S REPRESENTATIVE

For purposes hereof, the CONTRACTOR'S authorized representative will be Pat Sullivan.

6. CITY'S OBLIGATIONS

In order to facilitate the work of the CONTRACTOR as above outlined, the CITY shall furnish to the CONTRACTOR access to all relevant site information which is in the City's possession concerning the project area. In addition, the CITY shall act as liaison for the CONTRACTOR, assisting the CONTRACTOR with making contacts and facilitating meetings, as necessary.

7. CONTRACTOR IS INDEPENDENT CONTRACTOR

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

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

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

8. CANCELLATION FOR CAUSE

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

9. ACCESS TO RECORDS

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

10. FORCE MAJEURE

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

11. NONWAIVER

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

12. ATTORNEY'S FEES

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

13. APPLICABLE LAW

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

14. CONFLICT BETWEEN TERMS

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

15. INDEMNIFICATION

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

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

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

16. INSURANCE

Prior to starting work hereunder, CONTRACTOR, at CONTRACTOR'S cost, shall secure and continue to carry during the term of this contract, with an insurance company acceptable to CITY, the following insurance, 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. CONTRACTOR shall obtain, at CONTRACTOR'S expense and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage. Coverage shall include Contractors, subcontractors and anyone directly or indirectly employed by either.

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

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

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

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

17. CITY'S BUSINESS LICENSE

Prior to beginning work, the CONTRACTOR shall have a current City of Astoria business license (occupational tax). Before permitting a subcontractor to begin work, CONTRACTOR shall verify that subcontractor has a current City of Astoria business license.

18. WORKMEN'S COMPENSATION

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

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

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

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

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

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

20. NONDISCRIMINATION

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

21. PAYMENT OF MEDICAL CARE

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

22. OVERTIME

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

23. STANDARD OF CARE

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

24. NO THIRD PARTY BENEFICIARIES

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

25. SEVERABILITY AND SURVIVAL

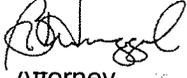
If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability shall survive termination of this Agreement for any cause.

26. COMPLETE CONTRACT

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

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

Approved as to form:



Attorney

Digitally signed by  
com.apple.idms.appleid.prd.49317566476d4a  
3867754144546f59324e744d354e773d3d  
DN:  
cn=com.apple.idms.appleid.prd.49317566476  
d4a3867754144546f59324e744d354e773d3d  
Date: 2016.09.09 08:29:20 -0800

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

BY: \_\_\_\_\_  
Mayor Date

BY: \_\_\_\_\_  
City Manager Date

BY: \_\_\_\_\_  
Contractor Date



**DAM MAINTENANCE  
MANAGEMENT**  
OR CCB # 117445

**MAINTENANCE & REPAIR OF DAMS AND DIVERSIONS**

25501 HWY 245 Hereford, OR 97837  
(541)446-3399 Fax: (541)446-3379 E-mail: buckmup@ortelco.net

August 30, 2016

City of Astoria  
c/o Jeff Harrington  
1095 Duane Street  
Astoria, OR 97103

**Valve Repair Project of Bear Creek Dam.**

Dam Maintenance was hired as a consultant to deal with adding discharge capacity through outlet works rehabilitation that was mandated by the Oregon Water Resource Department. With two site visits and meeting with Keith Mills of OWRD, somewhat of a plan was put together that would satisfy OWRD. The highest priority item is rehabilitation of the 24 inch discharge outlet and valve. Other work outlined in our original February 8, 2016 proposal will be considered by the City in the future as budget allows.

**Outlet Works 24in Discharge.**

Our original discussed and approved plan for addressing the additional discharge capacity utilizing the 24-inch outlet works, involved a simple angled piping system that would connect to the 18-inch gate valve and expand to a 30-inch discharge pipe that would dump into the spillway apron just upstream of the 10-inch valve. Discharge velocity was discussed and still is a concern with this plan; I was also concerned that this plan did not address future needs for the controlled use of this spill water. I honestly believe that in the future your demand for water will increase and you will want control of your spill water to fill an offsite storage facility. My position is why not build this with the capability to do so. My new proposal would address our velocity concerns along with adding the provision for future utilization of your spill water. I also believe that it would not significantly increase the cost of this project, it consists of a short piece of pipe from the 18-inch gate valve to a precast concrete vault with energy dissipaters and a side discharge to the spillway apron. Along with a 30-inch caped wall thimble installed to connect a new pipeline to the system, as the need came to be, a very simple gate system for the open discharge side and the pipeline intake could be installed in the vault with no addition excavation required.

Our proposal for the 24-inch discharge would be as follows.

- Install the discharge system as described above.
- Rebuild the 18-inch regulating valve and install an electric gate operator with manual override. Controls will be located on the dam crest and will be PLC ready for future automation.
- Inspect, service, clean, and paint all components of the three guard gates that are above water, (we are hoping that with the drawdown of the reservoir required to do the drum gate portion of the

project, we will be able to get the level low enough to fully inspect the upper gate; this will give us a good indication of the condition of the other two gates.)

-Clean, lubricate, reseal 24-inch guard gate operators.

-Paint all components of 18-inch regulating gate and vault.

**Estimated Cost: \$30,000.00**

This cost figure is assuming Dam Maintenance will bear all cost involved in a completed project. There has been some discussion about the city supplying some components, equipment, and man power to the project. This will be welcome, and those costs will be removed from the final bill at a fair market value. We especially encourage you assigning a person to work with us so that person has full understanding of our procedures and how stuff works.

Thank you for considering us for your project.

Sincerely,

Pat Sullivan



Date: September 15, 2016

**MEMORANDUM**

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: **FEMA PIPELINE ROAD WATERLINE BANK STABILIZATION PROJECT – CONSTRUCTION CONTRACT AWARD**

**DISCUSSION/ANALYSIS**

During the period of December 6<sup>th</sup> through 23<sup>rd</sup>, 2015, the State of Oregon experienced a severe weather pattern that caused damaging winter storms with very high winds, flooding, and landslides. The City of Astoria experienced a washout in a location along Pipeline Road where our 21” diameter water transmission main crosses a ravine. This in one of two projects previously presented to Council. (The second project is the repair of erosion along the Columbia River shoreline and will be bid in the next few months.) As a result of the damage, a Federal declaration of emergency was declared on February 17, 2016 and the Federal Emergency Management Agency (FEMA) Public Assistance Program funds became available to assist communities with the repair of their damages.

Staff has completed all paperwork required by FEMA and is currently awaiting final funds award and an Army Corp of Engineers permit for the project. Staff had a geotechnical investigation and design prepared for the project. Since the engineers estimate was under \$100,000, per City code, staff requested construction quotes from local contractors for the work.

Following is a summary of the quotes received:

<b>Contractor</b>	<b>Total Quote</b>
Big River Construction	\$44,837.00
Vinson Brother Construction	\$65,767.10

Funding for the project will temporarily come from the Public Works Improvement Fund and will be reimbursed by FEMA (75%) and Oregon’s Infrastructure Finance Authority (25%).

City Attorney Henningsgaard has reviewed and approved the contract as to form.

As of the date of this memo, staff has been informed that the required Army Corp of Engineers permit will not be issued in time to complete the project this year. The National Marine Fisheries Service did not agree with the repair method approved by the FEMA team and has requested that other options be evaluated. Since the evaluation will take months to complete, a permanent repair will not be implemented until next summer. Other options will consist of a bioengineered embankment, a directionally drilled pipe under the creek and a pipeline re-route to the south following Pipeline Road.

As a temporary measure to protect the City water main, FEMA proposed stockpiling riprap at the site in preparation for a temporary repair this winter. Staff would monitor the stability of the water main and implement the placement of the riprap on an as-needed basis. Any riprap placed would be removed as part of the permanent repair. The most efficient method to implement the emergency preparations would be to execute the contract with Big River with a conditional Notice to Proceed. This would authorize the work necessary to prepare for and implement needed protection over the winter. Staff agrees with this approach and the possible long term benefits of the scenarios to be eventuated. FEMA has indicated that the additional work will be eligible for reimbursement at the end of the project. The Contractor and the City Attorney have agreed to this approach.

**RECOMMENDATION**

It is recommended that the City Council authorize the award of a contract to Big River Construction, Incorporated in the amount not-to-exceed \$44,837.00 for the Pipeline Road Bank Stabilization Project.

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

Prepared By JEFF HARRINGTON   
Jeff Harrington, City Engineer

## AGREEMENT

### 1.00 - GENERAL

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between **Big River Construction**, 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:

#### **Pipeline Road Waterline Bank Stabilization 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 – 270 days from Notice to Proceed
- Final Completion – 270 days from Notice to Proceed

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 \$44,837.00. 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 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

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

BY: \_\_\_\_\_  
Mayor Date

ATTEST:  
\_\_\_\_\_  
City Manager Date

\_\_\_\_\_  
Contractor Date



**CITY OF ASTORIA**  
Founded 1811 • Incorporated 1856

## Pipeline Road Waterline Bank Stabilization Project REQUEST FOR QUOTES

The City of Astoria Engineering Division is requesting quotes to furnish all labor, equipment and material to remove bank spoils and construct bank stabilization on Little Bear Creek off of Pipeline Road. A winter storm with substantial rain caused high water in Little Bear Creek which in turn caused flooding and bank destabilization in close proximity to the city's main water transmission line. All construction work will be done as per attached plans and Geotechnical Report.

### Scope of work:

- Mobilization
- Excavation of spoils
- Construction and removal of access road improvements which includes 12" HDPE and 3"-0" road base
- Place Rip Rap
- Install 4" perf pipe
- Install Select Granular Fill
- Install Granular Drain Fill
- Geotextile Fabric
- Filter Blanket
- Erosion Control- place approximately 90 lineal feet of certified weed free straw bales along toe of slope and turbidity curtain outside of bales to isolate work from stream.

#	Item Description	Quantity	Unit	Unit Price	Total
1	Mobilization	1	LS		\$2,594-
2	Excavation of spoils	275	CY	\$ 18.60	\$ 5,115-
3	Access Road	1	LS		\$ 3,922-
4	Rip Rap	330	CY	\$ 58.50	\$ 19,305-
5	4" Perf drain pipe	40	LF	\$ 3.75	\$ 150-
6	Select Granular Fill	180	CY	\$ 53.50	\$ 9,630-
7	Granular Drain Fill	5	CY	\$ 85.00	\$ 425-
8	Geotextile Fabric	3120	SQFT	\$ 0.15	\$ 468-
9	Filter Blanket	2850	SQFT	\$ 0.14	\$ 399-
10	Erosion Control	1	LS		\$ 2,829-
Total Quote					\$44,837-

Notice to proceed for this project is anticipated for September 20<sup>th</sup>, 2016.

- Project will be subject to an in-water work period ending October 15<sup>th</sup>. All in-water work must be completed by this date.
- Removal of riparian vegetation shall be kept to the minimum necessary to complete the project. All disturbed soils shall be immediately planted with grass seed and mulched heavily upon completion of the project.
- All machinery used in construction shall NOT enter the waterway, and shall be fueled and cleaned off-site in an appropriate upland area. A hazardous material plan shall be developed for any heavy equipment used on site and spill containment kit shall be on site at all times.
- All material for the project shall be placed by bucket and not dumped into the waterway.

Please review the attached Design Plans, Geotechnical Report and sample City contract. The City will execute this contract with the selected Contractor.

The selected contractor will be required to furnish a performance bond and a payment bond on approved forms each in the amount of 100% for the full performance and payment of the terms of this contract. The selected contractor will be responsible for acquiring permit to operate power driven equipment from the Oregon Department of Forestry.

Contractor shall read and comply with the attached documents before finalizing a quote. Quotes are due Sept 9<sup>th</sup>, 2016 by 2:00 p.m. Please send sealed quotes to:

Steven Ruggles  
Engineering Tech  
1095 Duane St  
Astoria, OR 97103

Fax and emailed quotes are acceptable, but will require acknowledgement of receipt. All work and material shall meet APWA and City of Astoria Standards and Special Provisions and 2015 Oregon Standard Specifications for Construction.

Total Quote: \$ 44,837 —

9-9-16  
DATE SIGNED

BIG RIVER CONSTRUCTION, INC.  
OFFEROR



SIGNED (NAME AND TITLE)  
1050 OLNEY AVE.  
MAILING ADDRESS  
ASTORIA, OR, 97103  
CITY, STATE, AND ZIP CODE  
PHONE NUMBER: (503) 338-3878  
CORPORATION:  YES  NO  
IF NO, TAX ID NUMBER OR SOCIAL  
SECURITY NUMBER:  
CONTRACTOR BOARD NO. 147632



CITY OF ASTORIA  
Founded 1811 • Incorporated 1856

Date September 2, 2016

MEMORANDUM

TO: MAYOR AND CITY COUNCIL  
FROM:  BRETT ESTES, CITY MANAGER  
SUBJECT: LOCAL FUEL TAX ORDINANCE READOPTION

**DISCUSSION/ANALYSIS**

Ordinance 07-02 was adopted August 20, 2007, concerning the provision for administration, enforcement and collection of three cents per gallon business license tax on motor vehicle fuel dealers. The use of tax revenue is for the construction, reconstruction, improvement, repair, maintenance, operation and use of City owned roads and streets within the City of Astoria, roads and streets for which City is contractually or legally obligated to operate and maintain, or roads and streets for which the City has accepted responsibility under intergovernmental agreement.

City of Astoria and City of Warrenton adopted three cents per gallon business license tax ordinances at the same time and both will sunset in 2017, unless re-adopted. Astoria and Warrenton desire to continue the road tax for road maintenance by re-adopting their respective ordinances.

The City of Astoria has an intergovernmental agreement (IGA) with the Oregon Department of Transportation (ODOT) for the collection and administration of the City's fuel tax which was amended in May, 2016 to coincide with City of Warrenton's IGA ending September, 2016. Both agreements have been extended through September 30, 2021. It is advantageous to have the ordinance renewal coincide with the timeline for the IGA with ODOT and early re-adoption by both Councils is being sought.

City Attorney Henningsgaard prepared the re-adoption ordinance attached.

**RECOMMENDATION**

It is recommended that the City Council conduct the first reading of the proposed ordinance readopting a motor vehicle fuel tax.

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

ORDINANCE NO. 16-\_\_\_\_\_

AN ORDINANCE READOPTING ORDINANCE NO. 07-02 PROVIDING FOR A MOTOR VEHICLE FUEL TAX

THE CITY OF ASTOIRA DOES ORDAIN AS FOLLOWS:

**Section 1. Readoption of Ordinance No. 07-02.** Ordinance No. 07-02, which added Code Sections 8.102 through 8.154 concerning a motor Vehicle Fuel Tax, is hereby readopted.

**Section 2. Elimination of Sunset Clause.** The Motor Fuel Tax provided in Code Sections 8.102 through 8.154 is hereby extended for an indefinite period until amended or repealed by Council action.

**Section 3. Effective Date.** This Ordinance shall become effective 30 days after its adoption.

ADOPTED BY THE CITY COUNCIL THIS \_\_\_\_\_ DAY OF OCTOBER, 2016.

APPROVED BY THE MAYOR THIS \_\_\_\_\_ DAY OF OCTOBER, 2016.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Manager

ROLL CALL ON ADOPTION	YEA	NAY	ABSENT
Councilor Nemlowill			
Vacant			
Price			
Warr			
Mayor LaMear			

ORDINANCE NO. 07- 02

AN ORDINANCE CONCERNING A \$0.03 PER GALLON BUSINESS LICENSE  
TAX ON MOTOR VEHICLE FUEL DEALERS, PROVIDING FOR  
ADMINISTRATION, ENFORCEMENT AND COLLECTION OF THE TAX

THE CITY OF ASTORIA DOES ORDAIN AS FOLLOWS:

Section 1. Astoria Code Sections 8.102 through 8.154 concerning "Motor Vehicle Fuel Tax" are added to read as follows:

"MOTOR VEHICLE FUEL TAX"

8.102 Definitions. As used in this Ordinance, unless the context requires otherwise, the following words and phrases shall mean:

- (1) City. The City of Astoria, Oregon.
- (2) Dealer. Any person who:
  - (a) Imports or causes to be imported motor vehicle fuel for sale, use or distribution in the city, but "dealer" does not include any person who imports into the city motor vehicle fuel in quantities of 500 gallons or less purchased from a supplier who is licensed as a dealer hereunder if that dealer assumes liability for the payment of the applicable license tax to the city; or
  - (b) Produces, refines, manufactures or compounds motor vehicle fuels in the city for use, distribution or sale in the city; or
  - (c) Acquires in the city for sale, use or distribution in the city motor vehicle fuels with respect to which there has been no license tax previously incurred.
- (3) Distribution. In addition to its ordinary meaning, the delivery of motor vehicle fuel by a dealer to any service station or into any tank, storage facility or series of tanks or storage facilities connected by pipelines, from which motor vehicle fuel is withdrawn directly for sale or for delivery into the fuel tanks of motor vehicles whether or not the service station, tank or storage facility is owned, operated or controlled by the dealer.
- (4) Highway. Every way, thoroughfare and place of whatever nature, open for use of the public for the purpose of vehicular travel.
- (5) Motor Vehicle. All vehicles, engines or machines, movable or immovable, operated or propelled by the use of motor vehicle fuel.

- (6) Motor Vehicle Fuel. Includes gasoline, diesel, mogas, methanol and any other flammable or combustible gas or liquid, by whatever name such gasoline, diesel, mogas, methanol, gas or liquid is known or sold, usable as fuel for the operation of motor vehicles, except gas, diesel, mogas, methanol or liquid, the chief use of which, as determined by the tax administrator, is for purposes other than the propulsion of motor vehicles upon the highways.
- (7) Person. Includes every natural person, association, firm, partnership, corporation, joint venture or other business entity.
- (8) Service Station. Any place operated for the purpose of retailing and delivering motor vehicle fuel into the fuel tanks of motor vehicles.
- (9) Tax Administrator. The city manager, the city manager's designee, or any person or entity with whom the city manager contracts to perform those duties.
- (10) Weight Receipt. A receipt issued by the Oregon Department of Transportation, stating the combined weight of each self-propelled or motor-driven vehicle.

**8.104 Tax Imposed**. A business license tax is hereby imposed on every dealer. The tax imposed shall be paid monthly to the tax administrator. The tax administrator is authorized to exercise all supervisory and administrative powers with regard to the enforcement, collection and administration of the business license tax, including all powers specified in ORS 319.010 to 319.430.

**8.106 Amount and Payment**. In addition to any fees or taxes otherwise provided for by law, every dealer engaging in the city in the sale, use or distribution of motor vehicle fuel, shall:

- (1) Not later than the 25th day of each calendar month, render a statement to the tax administrator on forms prescribed, prepared and furnished by the tax administrator of all motor vehicle fuel sold, used or distributed by him/her in the city as well as all such fuel sold, used or distributed in the city by a purchaser thereof upon which sale, use or distribution the dealer has assumed liability for the applicable license tax during the preceding calendar month.
- (2) Pay a license tax computed on the basis of \$.03 (three cents) per gallon of such motor vehicle fuel so sold, used or distributed as shown by such statement in the manner and within the time provided in this code.

**8.108 License Requirements**. No dealer shall sell, use or distribute any motor vehicle fuel until he/she has secured a dealer's license as required herein.

**8.110 License. Applications and Issuance.**

- (1) Every person, before becoming a dealer in motor vehicle fuel in this city, shall make application to the tax administrator for a license authorizing such person to engage in business as a dealer.
- (2) Applications for the license shall be made on forms prescribed, prepared and furnished by the tax administrator.
- (3) Applications shall be accompanied by a duly acknowledged certificate containing:
  - (a) The business name under which the applicant transacts business.
  - (b) The address of applicant's principal place of business and location of distributing stations in and within three miles of the city.
  - (c) The name and address of the managing agent, the names and addresses of the several persons constituting the firm or partnership or, if a corporation, the name under which the corporation is authorized to transact business and the names and addresses of its principal officers and registered agent, as well as primary transport carrier.
- (4) If an application for a motor vehicle fuel dealer's license is complete and accepted for filing, the tax administrator shall issue to the dealer a license in such form as the tax administrator may prescribe to transact business in the city. A license issued hereunder is not assignable, and is valid only for the dealer in whose name it is issued.
- (5) The tax administrator shall retain all completed applications with an alphabetical index thereof, together with a record of all licensed dealers.

**8.112 Failure to Secure License.**

- (1) If a dealer sells, distributes or uses any motor vehicle fuel without first filing the certificate and obtaining the license required by Section 8.110 of this ordinance, the license tax on all motor vehicle fuel sold, distributed or used by that dealer shall be immediately due and payable.
- (2) The tax administrator shall proceed forthwith to determine, from as many available sources as the tax administrator determines reasonable, the amount of tax due, shall assess the dealer for the tax in the amount found due, together with a penalty of 100 percent of the tax, and shall make its certificate of such assessment and penalty. In any suit or proceeding to

collect the tax or penalty or both, the certificate shall be prima facie evidence that the dealer therein named is indebted to the city in the amount of the tax and penalty stated.

- (3) Any tax or penalty assessed pursuant to this section may be collected in the manner prescribed in Section 8.120 of this ordinance with reference to delinquency in payment of the fee or by an action at law.
- (4) In the event any suit or action is instituted to enforce this section, if the City is the prevailing party, the City shall be entitled to recover from the person sued reasonable attorney's fees at trial or upon appeal of such suit or action, in addition to all other sums provided by law.

**8.114 Revocation of License.** The City or its authorized agent shall revoke the license of any dealer refusing or neglecting to comply with any provision of this Ordinance. The City or its authorized agent shall mail by certified mail addressed to such dealer or at his last known address appearing on the files, a notice of intention to cancel. The notice shall give the reason for the cancellation. The cancellation shall become effective without further notice if within 10 days from the mailing of the notice the dealer or fuel-handler has not made good its default or delinquency.

**8.116 Cancellation of License.**

- (1) The tax administrator may, upon written request of a dealer, cancel a license issued to that dealer. The tax administrator shall, upon approving the dealer's request for cancellation, set a date not later than 30 days after receipt of the written request, after which the license shall no longer be effective.
- (2) The tax administrator may, after 30 days' notice has been mailed to the last known address of the dealer, cancel the license of dealer upon finding that the dealer is no longer engaged in the business of a dealer.

**8.118 Remedies Cumulative.** Except as otherwise provided in Sections 8.120 and 8.124, the remedies provided in Sections 8.112 through 8.116 of this Ordinance are cumulative. No action taken pursuant to those sections shall relieve any person from the penalty provisions of this code.

**8.120 Payment of Tax and Delinquency.**

- (1) The license tax imposed by Sections 8.102 to 8.150 of this chapter shall be paid to the tax administrator on or before the 25th day of each month.
- (2) Except as provided in subsections (3) and (5) of this section, if payment of the license tax is not paid as required by subsection (1) of this section, a

penalty of 1 percent of such license tax shall be assessed and be immediately due and payable.

- (3) Except as provided in subsection (5) of this section, if the payment of the tax and penalty, if any, is not made on or before the 1st day of the next month following that month in which payment is due, a further penalty of 10 percent of the tax shall be assessed. Said penalty shall be in addition to the penalty provided for in subsection (2) of this section and shall be immediately due and payable.
- (4) If the license tax imposed by Sections 8.102 to 8.150 of this code is not paid as required by subsection (1) of this section, interest shall be charged at the rate of .0329 percent per day until the tax, interest and penalties have been paid in full.
- (5) Penalties imposed by this section shall not apply if a penalty has been assessed and paid pursuant to Section 8.112. The tax administrator may for good cause shown waive any penalties assessed under this section.
- (6) If any person fails to pay the license tax, interest, or any penalty provided for by this section, the tax, interest, and/or penalty shall be collected from that person for the use of the city. The tax administrator shall commence and prosecute to final determination in any court of competent jurisdiction an action at law to collect the same.
- (7) In the event any suit or action is instituted to collect the business license tax, interest, or any penalty provided for by this section, if the City is the prevailing party, the City shall be entitled to recover from the person sued reasonable attorney's fees at trial or upon appeal of such suit or action, in addition to all other sums provided by law.

**8.122 Monthly Statement of Dealer.** Every dealer in motor vehicle fuel shall provide to the tax administrator on or before the 25th day of each month, on forms prescribed, prepared and furnished by the tax administrator, a statement of the number of gallons of motor vehicle fuel sold, distributed or used by the dealer during the preceding calendar month. The statement shall be signed by the dealer or the dealer's agent.

**8.124 Failure to File Monthly Statement.** If a dealer fails to file any statement required by Section 8.122, the tax administrator shall proceed forthwith to determine from as many available sources as the tax administrator determines reasonable the amount of motor vehicle fuel sold distributed or used by such dealer for the period unreported, and such determination shall in any proceeding be prima facie evidence of the amount of fuel sold, distributed or used. The tax administrator shall immediately assess the dealer for the license tax upon the

amount determined, adding thereto a penalty of 10 percent of the tax. The penalty shall be cumulative to other penalties provided in this code.

- 8.126 **Billing Purchasers.** Dealers in motor vehicle fuel shall render bills to all purchasers of motor vehicle fuel. The bills shall separately state and describe the different products sold or shipped there under and shall be serially numbered except where other sales invoice controls acceptable to the tax administrator are maintained.
- 8.128 **Failure to Provide Invoice or Delivery Tag.** No person shall receive and accept motor vehicle fuel from any dealer, or pay for the same, or sell or offer the motor vehicle fuel for sale, unless the motor vehicle fuel is accompanied by an invoice or delivery tag showing the date upon which motor vehicle fuel was delivered, purchased or sold and the name of the dealer in motor vehicle fuel.
- 8.130 **Transporting Motor Vehicle Fuel in Bulk.** Every person operating any conveyance for the purpose of hauling, transporting or delivering motor vehicle fuel in bulk shall, before entering upon the public highways of the city with such conveyance, have and possess during the entire time of the hauling or transporting of such motor vehicle fuel, an invoice, bill of sale or other written statement showing the number of gallons, the true name and address of the seller or consignor, and the true name and address of the buyer or consignee, if any, of the same. The person hauling such motor vehicle fuel shall, at the request of any officer authorized by law to inquire into or investigate such matters, produce and offer for inspection the invoice, bill of sale or other statement.
- 8.132 **Exemption of Export Fuel.**
- (1) The license tax imposed by Section 8.104 shall not be imposed on motor vehicle fuel:
    - (a) Exported from the city by a dealer; or
    - (b) Sold by a dealer for export by the purchaser to an area or areas outside the city in containers other than the fuel tank of a motor vehicle, but every dealer shall be required to report such exports and sales to the city in such detail as may be required.
  - (2) In support of any exemption from license taxes claimed under this section other than in the case of stock transfers or deliveries in the dealer's own equipment, every dealer must execute and file with the tax administrator an export certificate in such form as shall be prescribed, prepared and furnished by the tax administrator, containing a statement, made by some person having actual knowledge of the fact of such exportation, that the motor vehicle fuel has been exported from the city, and giving such details

with reference to such shipment as the tax administrator may require. The tax administrator may demand of any dealer such additional data as is deemed necessary in support of any such certificate, and failure to supply such data will constitute a waiver of all right to exemption claimed by virtue of such certificate. The tax administrator may, in a case where the tax administrator believes no useful purpose would be served by filing of an export certificate, waive the filing of the certificate.

- (3) Any motor vehicle fuel carried from the city in the fuel tank of a motor vehicle shall not be considered as exported from the city.
- (4) No person shall, through false statement, trick or device, or otherwise, obtain motor vehicle fuel for export as to which the city tax has not been paid and fail to export the same, or any portion thereof, or cause the motor vehicle fuel or any portion thereof not to be exported, or divert or cause to be diverted the motor vehicle fuel or any portion thereof to be used, distributed or sold in the city and fail to notify the tax administrator and the dealer from whom the motor vehicle fuel was originally purchased of his/her act.
- (5) No dealer or other person shall conspire with any person to withhold from export, or divert from export or to return motor vehicle fuel to the city for sale or use so as to avoid any of the fees imposed herein.
- (6) In support of any exemption from taxes on account of sales of motor vehicle fuel for export by the purchaser, the dealer shall retain in his/her files for at least three years, an export certificate executed by the purchaser in such form and containing such information as is prescribed by the tax administrator. This certificate shall be prima facie evidence of the exportation of the motor vehicle fuel to which it applies only if accepted by the dealer in good faith.

**8.134 Sales to Armed Forces Exempted.** The license tax imposed by Sections 8.104 and 8.106 shall not be imposed on any motor vehicle fuel sold to the Armed Forces of the United States, including the U. S. Coast Guard and the Oregon National Guard, for use in ships, aircraft or for export from the city; but every dealer shall be required to report such sales to the tax administrator in such detail as may be required. A certificate by an authorized officer of such Armed Forces shall be accepted by the dealer as sufficient proof that the sale is for the purpose specified in the certificate.

**8.136 Fuel in Vehicles Coming Into City Not Taxed.** Any person coming into the city in a motor vehicle may transport in the fuel tank of such vehicle, motor vehicle fuel for his/her own use only and for the purpose of operating such motor vehicle without securing a license or paying the tax provided in Sections 8.104 and 8.106 or complying with any of the provisions imposed upon dealers herein,

but if the motor vehicle fuel so brought into the city is removed from the fuel tank of the vehicle or used for any purpose other than the propulsion of the vehicle, the person so importing the fuel into the city shall be subject to all the provisions herein applying to dealers.

**8.138 Refunds.**

- (1) Refunds of tax on motor vehicle fuel will be made pursuant to any refund provisions of Chapter 319 of the Oregon Revised Statutes, including but not limited to ORS 319.280 and 319.831. Claim forms for refunds may be obtained from the Tax Administrator's office.
- (2) A holder of a weight receipt that certifies to the city that the motor vehicle fuel upon which the tax was imposed will be used only for fueling vehicles subject to the State of Oregon's weight-mile tax, may apply for a refund of 80 percent of the tax imposed by Section 8.106 of this code on motor vehicle fuel purchased in bulk for distribution at the weight receipt holder's facility located within the city. This subsection applies only to motor vehicle fuel purchased by the weight receipt holder on or after February 23, 2005.
- (3) All claims for refund under subsection (2) of this section shall be filed within 15 months of the date that the fuel was purchased and may not be filed more frequently than quarterly. The minimum claim for refund filed under subsection (2) of this section shall be not less than \$25.00.

**8.140 Examinations and Investigations.** The tax administrator, or duly authorized agents, may make any examination of accounts, records, stocks, facilities and equipment of dealers, service stations and other persons engaged in storing, selling or distributing motor vehicle fuel or other petroleum product or products within this city, and such other investigations as it considers necessary in carrying out the provisions of Sections 8.102 through 8.150. If the examinations or investigations disclose that any reports of dealers or other persons theretofore filed with the tax administrator pursuant to the requirements herein, have shown incorrectly the amount of gallonage of motor vehicle fuel distributed or the tax accruing thereon, the tax administrator may make such changes in subsequent reports and payments of such dealers or other persons, or may make such refunds, as may be necessary to correct the errors disclosed by its examinations or investigation. The dealer shall reimburse the city for the reasonable costs of the examination or investigation if the action discloses that the dealer paid 95 percent or less of the tax owing for the period of the examination or investigation. In the event that such an examination or investigation results in an assessment by and an additional payment due to the city, such additional payment shall be subject to interest at the rate of .0329 percent per day from the date the original tax payment was due.

**8.142 Limitation on Credit for or Refund of Overpayment and on Assessment of Additional Tax.**

- (1) Except as otherwise provided in this code, any credit for erroneous overpayment of tax made by a dealer taken on a subsequent return or any claim for refund of tax erroneously overpaid filed by a dealer must be so taken or filed within three years after the date on which the overpayment was made to the city.
- (2) Except in the case of a fraudulent report or neglect to make a report, every notice of additional tax proposed to be assessed under this code shall be served on dealers within three years from the date upon which such additional taxes become due, and shall be subject to penalty as provided in Section 8.120.

**8.144 Examining Books and Accounts of Carrier of Motor Vehicle Fuel.** The tax administrator or duly authorized agents of the tax administrator may at any time during normal business hours examine the books and accounts of any carrier of motor vehicle fuel operating within the city for the purpose of enforcing the provisions of this code.

**8.146 Records to be Kept by Dealers.** Every dealer in motor vehicle fuel shall keep a record in such form as may be prescribed by the tax administrator of all purchases, receipts, sales and distribution of motor vehicle fuel. The records shall include copies of all invoices or bills of all such sales and shall at all times during the business hours of the day be subject to inspection by the tax administrator or authorized officers or agents of the tax administrator.

**8.148 Records to be Kept Three Years.** Every dealer shall maintain and keep, for a period of three years, all records of motor vehicle fuel used, sold and distributed within the city by such dealer, together with stock records, invoices, bills of lading and other pertinent papers as may be required by the tax administrator. In the event such records are not kept within the state of Oregon, the dealer shall reimburse the tax administrator for all travel, lodging, and related expenses incurred by the tax administrator in examining such records. The amount of such expenses shall be assessed in addition to the tax imposed by Section 8.104.

**8.150 Use of Tax Revenues.**

- (1) For the purpose of this section, net revenue shall mean the revenue from the tax and penalties imposed by Sections 8.102 through 8.150 remaining after providing for the cost of administration and any refunds and credits authorized herein.
- (2) The net revenue shall be used exclusively for the construction, reconstruction, improvement, repair, maintenance, operation, and use of

city owned roads and streets within the city, roads and streets for which the city is contractually or legally obligated to operate and maintain, or roads and streets for which the city has accepted responsibility under intergovernmental agreement.

8.152 **When Tax Shall Take Effect.** The tax imposed pursuant to Section 8.104 shall take effect only after the Tax Administrator has developed the necessary forms and documents to administer the tax. The Tax Administrator shall declare when the tax shall take effect, and give not less than 15 days notice of the date before the tax may take effect. The Tax Administrator's decision as to the effective date of the tax and the type of notice to provide shall be final and not subject of review.

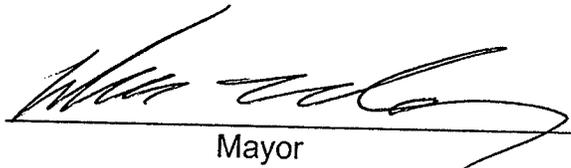
8.154 **Severability.** If any portion of this ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this ordinance."

Section 2. Effect Date of Ordinance. This Ordinance shall become effective November 1, 2007.

Section 3. Sunset Clause. This Ordinance will terminate as ~~of July 1, 2017~~, unless re-adopted.

ADOPTED BY THE CITY COUNCIL THIS 20TH DAY OF AUGUST, 2007.

APPROVED BY THE MAYOR THIS 20TH DAY OF AUGUST, 2007.

  
Mayor

ATTEST:

  
City Manager

ROLL CALL ON ADOPTION	YEA	NAY	ABSENT
Councilor Compere	X		
Roscoe	X		
Henningsgaard			X
Warr	X		
Mayor Van Dusen	X		



CITY OF ASTORIA  
Founded 1811 • Incorporated 1856

COMMUNITY DEVELOPMENT

## MEMORANDUM

DATE: September 14, 2016

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: AUTHORIZE CONTRACT FOR CONSULTANT SERVICES FOR ECONOMIC DEVELOPMENT STRATEGY

### BACKGROUND

The City Council adopted a FY 15-16 Goal to...“Promote positive economic development through strengthening partnerships....” On March 21, 2016, the City Council authorized a solicitation for professional services to assist the City in creating an economic development strategy. A \$40,000 grant was awarded to the City by the Department of Land Conservation & Development (DLCD) to offset a portion of costs. City staff advertised a Request for Qualifications (RFQ) in April 2016 whereby four proposals were received. City staff asked community partners to help review and score the proposals. The group included Kevin Leahy – Clatsop Economic Development Resources, Jim Knight – Port of Astoria, Jim Servino – Chamber of Commerce, and Patrick Wingard – Department of Land Conservation & Development. After the initial scoring didn't result in a clear winner, City staff asked the consultants for an interview with community partners. Based on the scoring of the original four proposers, City staff organized three interviews on June 15 at the Fort George Lovell Showroom. Based on responses from the evaluators, and subsequent discussions, Community Attributes Inc. (CAI) from Seattle was selected as the preferred consultant. CAI brings a fresh perspective, technical analysis, and exceptional graphic design expertise to help the City explain the importance of this initiative to a wide variety of stakeholders.

In addition to the grant funds, staff is proposing matching funds from the Astor West Urban Renewal District where the majority of the city's employment land (i.e., light industrial) is located. These funds are included in the adopted FY 16-17 Budget for Astor West under materials and services and a request is included in a separate memo to the Astoria Development Commission.

The proposed contract and scope of work is enclosed. The contract is a “Not to Exceed” amount of \$80,000 with the grant matching dollar for dollar based on a scope of work with specific deliverables required for each payment.

The end product will be a clear and concise action plan that makes the case for why Astoria is doing an economic development strategy, what will be accomplished such as specific outcomes, and which stakeholders are responsible for implementing the strategy over a five year period. There are three objectives that will help achieve the goal:

- update the City's economic data through an economic opportunities analysis and potentially update the City's Comprehensive Plan Economic Element,
- develop a technically sound, cohesive economic development strategy based on current data and trends in the region, and
- better define the City's role in achieving community economic development aspirations through current and planned implementation measures (i.e. toolbox), including capital improvements, technical and financial assistance, and development code streamlining.

## **PROCESS**

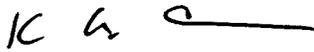
A public outreach strategy will be developed with the consultant. A centerpiece of the strategy is a Mayor appointed citizens advisory committee to help guide the project and provide advice on technical and policy questions that will arise.

The project kickoff is scheduled for October 5 at Fort George Lovell Showroom and features a moderated panel presentation of economic development experts. The Council, business community, and general public are invited to attend.

If the City Council authorizes the contract, work can begin immediately and the public outreach strategy can be implemented. The City Attorney has reviewed the contract as to form.

## **RECOMMENDATION**

Staff recommends that the Council authorize a professional services contract with CAI.

By:   
\_\_\_\_\_  
Kevin A Cronin, Community Development Director

**CITY OF ASTORIA  
CONTRACT FOR PROFESSIONAL SERVICES**

**CONTRACT:**

This Contract, made and entered into this \_\_\_ day of September, 2016, by and between the City of Astoria, a municipal corporation of the State of Oregon, hereinafter called "CITY", and Community Attributes Inc.(CAI) hereinafter called "CONSULTANT", duly authorized to perform such services in Oregon.

**WITNESSETH**

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

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

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

**1. CONSULTANT SERVICES**

A. CONSULTANT shall perform professional planning services for the City of Astoria Community Development Department to prepare the Five Year Economic Development Strategy, per the attached Scope of Work.

B. CONSULTANT'S services are defined solely by this Contract and not by any other contract or agreement that may be associated with this project.

C. The CONSULTANT'S services shall be performed as expeditiously as is consistent with professional skill and the orderly progress of work. All work will be completed on or before June 30, 2017.

**2. COMPENSATION**

A. The CITY agrees to pay CONSULTANT an amount not to exceed \$80,000 for performance of those services provided herein per attached Scope of Work;

B. The CONSULTANT will submit monthly billings for payment.

C. CITY certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract.

**3. CONSULTANT IDENTIFICATION**

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

**4. CITY'S REPRESENTATIVE**

For purposes hereof, the CITY'S authorized representative will be Kevin Cronin, Director – Community Development, City of Astoria, 1095 Duane Street, Astoria, Oregon, 97103, (503) 338-5183, [kcronin@astoria.or.us](mailto:kcronin@astoria.or.us).

**5. CONSULTANT'S REPRESENTATIVE**

For purposes hereof, the CONSULTANT'S authorized representative will be Elliot Weiss, AICP, Project Manager, Community Attributes Inc, 1411 Fourth Avenue, Suite 1401, Seattle WA 9801, Phone 206-523-6683, Email [Elliot.weiss@communityattributes.com](mailto:Elliot.weiss@communityattributes.com).

**6. CITY'S OBLIGATIONS**

In order to facilitate the work of the CONSULTANT as above outlined, the CITY shall furnish to the CONSULTANT access to all relevant maps, aerial photographs, reports and site information which is in the City's possession concerning the project area. In addition, the CITY shall act as liaison for the CONSULTANT, assisting the CONSULTANT with making contacts and facilitating meetings, as necessary.

CONSULTANT, assisting the CONSULTANT with making contacts and facilitating meetings, as necessary.

**7. CONSULTANT IS INDEPENDENT CONTRACTOR**

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

B. CONSULTANT acknowledges that for all purposes related to this Contract, CONSULTANT is and shall be deemed to be an independent 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 CONSULTANT is found by a court of law or an administrative agency to be an employee of the City for any purpose, City shall be entitled to offset compensation due, or, to demand repayment of any amounts paid to CONSULTANT under the terms of the Contract, to the full extent of any benefits or other remuneration CONSULTANT receives from City or third party as result of said finding and to the full extent of any payments that City is required to make to CONSULTANT or a third party as a result of said finding.

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

**8. CANCELLATION FOR CAUSE**

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

**9. ACCESS TO RECORDS**

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

**10. FORCE MAJEURE**

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

**11. NONWAIVER**

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

**12. ATTORNEY'S FEES**

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

**13. APPLICABLE LAW**

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

**14. CONFLICT BETWEEN TERMS**

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

**15. INDEMNIFICATION**

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

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

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

**16. INSURANCE**

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

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

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

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

D. 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.

E. Professional Liability Insurance. The CONSULTANT shall have in force a policy of Professional Liability Insurance in an amount not less than \$1,000,000. The CONSULTANT shall keep such policy in force and current during the term of this contract.

**17. WORKMEN'S COMPENSATION**

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

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

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

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

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

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

**19. PAYMENT OF MEDICAL CARE**

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

**20. 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).

**21. USE OF DRAWINGS AND OTHER DOCUMENTS**

The CITY shall own all drawings and other documents prepared by the CONSULTANT for the project along with all common law, statutory and other reserved rights, including the copyright. CONSULTANT shall provide computer aided design (CAD) drawings on media designated by and to a scale acceptable by CITY.

CONSULTANT may reuse all drawings and other documents prepared by the CONSULTANT for the project for any purpose without written authorization of CITY.

**22. STANDARD OF CARE**

The standard of care applicable to CONSULTANT'S services will be the degree of skill and diligence normally employed by professional engineers or CONSULTANTS performing the same or similar services in the same or similar locality. CONSULTANT will re-perform any services not meeting this standard without additional compensation.

**23. OCCUPATIONAL TAX**

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

**24. NO THIRD PARTY BENEFICIARIES**

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

**25. 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. 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.

**27. COMPLETE CONTRACT**

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

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

Approved as to form:



Digitally signed by  
com.apple.idms.appleid.prd.49317566476d4a38  
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cn=com.apple.idms.appleid.prd.49317566476d4  
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Date: 2016.09.15 14:53:28 -08'00'

Attorney

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

BY: \_\_\_\_\_  
Mayor Date

BY: \_\_\_\_\_  
City Manager Date

COMMUNITY ATTRIBUTES INC.

BY: \_\_\_\_\_  
CONSULTANT Date

## SCOPE OF WORK

### Task 1. Project Kick-Off and Tour

#### 1.1 Review Background Materials

CAI will review background materials to obtain project context. Documents will be compiled by city staff and delivered to CAI prior to the project kick-off meeting.

#### 1.2 Kick-off Meeting and Project Coordination

CAI will attend an in-person project kick-off meeting (to be scheduled in conjunction with the city tour). With the client, CAI will clarify relevant processes and project objectives, and will provide constructive feedback on the roster, meeting schedule, and charter for an advisory committee, as well as the city's public involvement strategy.

#### 1.3 City Tour

CAI will attend an in-person tour of the City of Astoria (to be scheduled in conjunction with the kick-off meeting). The tour will focus on key opportunity sites, local employers, emerging clusters, and other assets and infrastructure for economic development. CAI will document and ultimately incorporate this information into the strategies and actions section of this plan.

#### 1.4 Panel Discussion

CAI will attend a community forum, if scheduled in conjunction with project kick-off, and will observe a panel discussion relevant to economic development in Astoria and the region.

**Time:** September - October, 2016

**Budget:** \$5,000

**Deliverables:** CAI will review and advise on several city products, including the advisory committee charter and public involvement strategy; CAI will document and incorporate on-the-ground economic opportunities and challenges into the strategies and actions section of this plan.

**Meetings:** One in-person meeting is anticipated for Task 1, covering both a project kick-off and an in-depth tour of the City of Astoria, as well as the panel discussion

### Task 2. Prepare Economic Opportunities Analysis and Employment Forecast

#### 2.1 Evaluate Economic Development Trends

Consistent with EOA processes, CAI will update local and regional economic and demographic data and will assess relevant economic development trends as national, state, regional and city scales.

#### 2.2 Identify Required Site Types

Consistent with EOA processes, CAI will identify the number of sites, by type, reasonably expected to be needed to accommodate local expressions of economic development trends discovered in 2.1. CAI will work with the client to outline an approach to estimating demand for different land and site types, and will align site types with employment land categories in 2.3.

#### 2.3 Inventory Employment Lands

Consistent with EOA processes, CAI will apply appropriate buildable lands methodologies to estimate and inventory available employment lands by category in the City of Astoria. Employment land categories will

be defined and tabulated by key characteristics, potentially including site size, zoning, land use, industry or employment density.

#### **2.4 Prepare Employment Forecast**

Based on data collected in tasks 2.1 – 2.3, CAI will leverage its expertise in econometrics and data analytics to produce an employment forecast for the City of Astoria. Analytics will draw from historical data, econometric modeling, existing regional and industry forecasts, and qualitative resources on the long-term opportunities and growth of major industries in Astoria. We will work in collaboration with the City of Astoria to determine the appropriate forecast time horizon and review interim projections with City staff and other stakeholders.

#### **2.5 Assess Community Economic Development Potential**

Consistent with EOA processes, CAI will draw on data gathered and prepared in 2.1 -2.4 to assess internal strengths and weaknesses and evaluate external opportunities and challenges for economic development in Astoria and the immediate region.

#### **2.6 Assess Land Availability, Development Potential and Build-out Scenarios**

CAI will synthesize findings to-date to produce a profile of key sites for redevelopment and/or reinvestment (including sites outside the UGB if applicable). For each site, CAI will provide recommendations on disposition and marketing strategies and possible recruitment targets.

**Time:** September – January, 2016

**Budget:** \$34,000

**Deliverables:** CAI produce one technical memorandum or data deck that incorporates key findings from Task 2 and that meets State of Oregon requirements for an Economic Opportunities Assessment (EOA); CAI will work with the client to design a multifaceted deliverable that creates efficiencies for deliverables produced in Tasks 4 and 5. The deliverable will include infographics, maps, charts and graphs as appropriate to tell the economic story of Astoria and to make a business case for why Astoria needs an economic development strategy.

**Meetings:** One formal conference call is expected to discuss findings and introduce the Task 2 deliverable.

### **Task 3. Public and Stakeholder Engagement**

#### **3.1 Industry Focus Groups (\$2,500)**

CAI, in conjunction with the City of Astoria, will plan and facilitate four industry-specific focus groups to ascertain challenges, opportunities and specific strategies for those industry clusters. Focus groups will target the fermentation, food manufacturing, education and medical and economic gardening sectors. CAI will meet with each for 60-90 minutes, and all focus groups will be scheduled during a compressed period of time.

#### **3.2 Pop-Up Installations (\$3,000)**

CAI will plan and prepare materials for a series of pop-up installations to support the project's engagement goals. CAI will aid the client in identifying and negotiating pop-up locations, and will collaborate with the client to establish activities and associated materials needed for the installations. This task may include a running installation in a vacant storefront, a photo, video or audio booth, and/or collaborative mapping activities.

#### **3.3 Community Forum (\$2,500)**

CAI will attend and facilitate one community forum or open house at a time and location to-be-determined by CAI and the client. The forum will focus on broad representation and will include a presentation by CAI on project progress.

**Time:** December, 2016 – March, 2017

**Budget:** \$8,000 for the base scope of work; optional tasks related to web design and development may be added at the City's discretion.

**Deliverables:** Deliverables include materials for pop-up installations and the community forum, and an engagement summary (to be included in the final report)

**Meetings:** Focus groups and the community forum will require travel to Astoria; this travel will be scheduled in conjunction with other project tasks when possible, and a specific travel/meeting schedule will be determined in collaboration with the client.

## **Task 4. Strategies, Actions and Implementing Measures**

### **4.1 Develop and Refine Economic Development Strategies & Actions**

CAI will develop economic development strategies based on findings from Task 2, as well as the results of the public engagement process and consultation with the client. The strategies will be organized in a coherent framework for ease of use, and will focus on actionable items in a five-year timeframe. The strategies will include recommendations on disposition, marketing and recruitment for key redevelopment sites in the Astoria area.

### **4.2 Develop Implementation Matrix**

CAI will develop an implementation matrix to be used in conjunction with the strategies from Task 4.1. The implementation matrix will provide critical information for each strategy related to level of effort, approximate funding needs and sources, and lead and supporting organizations.

**Time:** February – March, 2017

**Budget:** \$10,000

**Deliverables:** CAI will produce a brief synopsis (via technical memorandum or similar) or results from the selected public engagement efforts. CAI will also produce and deliver a strategy document and implementation matrix (in Microsoft Excel or similar) for inclusion on the Economic Development Strategy (Task 5).

**Meetings:** One in-person meeting is anticipated for Task 3, covering the selected public engagement strategy. One formal conference call is anticipated to discuss the economic development strategies (4.1) and implementation matrix (4.2).

## **Task 5. Economic Development Strategy Draft Report**

**Time:** April – June, 2017

**Budget:** \$12,500

**Deliverables:** CAI will produce and deliver a Draft and Final Economic Development Strategy

**Meetings:** One formal conference call and one in-person meeting is anticipated for Task 5 to present and discuss the Draft and Final Economic Development Strategy

## **Task 6. Economic Element of the Comprehensive Plan Draft Report**

**Time:** April – June, 2017

**Budget:** \$5,000

**Deliverables:** CAI will produce and deliver a draft of the Economic Element of the Comprehensive Plan

**Meetings:** One formal conference call is anticipated for Task 6

## **Task 7. Presentation of the Economic Development Strategy to Astoria City Council**

**Time:** June, 2017

**Budget:** \$1,500

**Deliverables:** CAI will produce and deliver a PowerPoint presentation for presentation of the strategy

**Meetings:** One in-person meeting is expected to present the Economic Development Strategy.

## **BUDGET PROPOSAL**

The total budget for this scope of work is estimated at \$77,000 with a Not to Exceed Amount of \$80,000.

The graphic on the following page presents an estimate of budget by task, and presents an approximate schedule for each task included in this scope.

DRAFT

