



# AGENDA

## ASTORIA CITY COUNCIL

MONDAY, FEBRUARY 5, 2018

7:00 PM

2<sup>nd</sup> Floor Council Chambers  
1095 Duane Street · Astoria OR 97103

1. CALL TO ORDER

2. ROLL CALL

3. PRESENTATIONS

a) Audited Financial Statement

4. REPORTS OF COUNCILORS

5. CHANGES TO AGENDA

6. CONSENT

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

- a) City Council Minutes for January 2, 2018
- b) Scriveners Error Correction: Aquatic Center Fee Resolution
- c) Lifeguard Training Agreement with Ellis and Associates (Parks)
- d) ODOT Cooperative Assistance Agreement (Public Works)
- e) IGA for Field & Laboratory Services (Public Works)

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) Public Hearing: Ordinance Updating Section 8.045 - Transient Room Tax Distribution (1<sup>st</sup> Reading) (Finance)
- b) Public Hearing: Ordinance Updating Section 7.100 - Criminal History Record Check (1<sup>st</sup> Reading) (Police)
- c) Friends of the Column Authorization to Enter into a Contract with Frite and Scoop to Sell Ice Cream at the Astoria Column (Parks)

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

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



## CITY OF ASTORIA

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### MEMORANDUM • CITY MANAGER

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**DATE:** JANUARY 31, 2018  
**TO:** MAYOR AND CITY COUNCIL  
**FROM:**  BRETT ESTES, CITY MANAGER  
**SUBJECT:** ASTORIA CITY COUNCIL MEETING OF FEBRUARY 5, 2018

#### **PRESENTATION**

**Item 3(a): Audited Financial Statement**

Tonya Moffitt of Merina & Company will present the audited financial statements to City Council for fiscal year-ending June 30, 2017 for the City of Astoria and Urban Renewal.

#### **CONSENT CALENDAR**

**Item 6(a): City Council Minutes for January 2, 2018**

The minutes of the City Council Meeting of January 2, 2018 are enclosed for review. Unless there are any corrections, it is recommended that Council approve these minutes.

**Item 6(b): Scriveners Error Correction: Aquatic Center Fee Resolution**

During a recent review of the Aquatic Center Fee Schedule F1, it was discovered that the Family and Adult Monthly Pass prices were erroneously inverted to reflect incorrect monthly pass fees. When the fee schedule was originally brought to City Council the memo referenced the correct fees. By transposing the pass names, the fees will be corrected based on what was previously approved by Council. The correct fees for the Aquatic Center or Rec Center Monthly Passes are Adult: \$60, Family: \$80. It is recommended that City Council approve the resolution which includes a correction of the scrivener's error to reflect the correct Adult and Family monthly pass fees.

**Item 6(c): Lifeguard Training Agreement with Ellis and Associates (Parks)**

Since 2008, the City of Astoria has contracted with Ellis and Associates to provide lifeguard training and professional risk management services at the Astoria Aquatic Center. Contracting with Ellis and Associates for lifeguard training services, vigilance awareness training services, and unannounced audits have been heavily utilized and of value to the Astoria Aquatic Center. However, some of the professional risk management services provided through Ellis and Associates have been underutilized and are duplications of services already being provided

through the City County Insurance Services. While investigating and discussing this duplication of services Ellis and Associates provided a flexible option, allowing the City to select specific services and adjusting their contracted services accordingly. Therefore, staff recommends continuing the contract with Ellis and Associates for lifeguard training services, vigilance awareness training, and the unannounced audit program. It is recommended that City Council enter into a Consulting Agreement for Professional Aquatic Safety and Risk Management Services with Ellis and Associates.

**Item 6(d): ODOT Cooperative Assistance Agreement (Public Works)**

Local public works agencies in Oregon are invited to become parties to the Oregon Public Works Emergency Response Cooperative Assistance Agreement. The agreement enables public works agencies to support each other during emergencies, provides the mechanism for immediate response to the requesting agency when the responding agency determines it can provide the needed resources and expertise and sets up the documentation needed to seek maximum reimbursement possible from appropriate federal agencies. ODOT maintains the list of all parties to the agreement and sends an updated list to all parties. The City had been a member in the past.

Staff believes being a member will provide numerous benefits to our community. During an emergency the program provides a very efficient way of coordinating with other members to expedite response and arrival of aid to recover quickly from the disaster. It also reduces administrative conflict, and provides access to specialized and vital resources. This agreement along with the existing ORWARN (Oregon Water/Wastewater Agency Response Network) and MORE (Managing Oregon Resources Efficiently) agreements help provide the assistance the City will need or can offer during an emergency.

It is recommended that City Council approve the ODOT Cooperative Assistance Agreement.

**Item 6(e): IGA for Field & Laboratory Services (Public Works)**

The Astoria Public Works Department has historically had an agreement with the City of Portland to provide testing services for some of our specialized *State* required wastewater compliance testing. Testing includes metals testing two times per year for the Wastewater Treatment Plant and once per year for the first flush storm water testing for fuel/oil etc. The storm water testing is voluntary and is a proactive approach towards monitoring our potential contamination into the Columbia River and Young's Bay through our storm water system. So far, we are seeing very low levels of contaminants. The total cost of the annual testing is approximately \$3,000. We've had an Intergovernmental Agreement (IGA) with the City of Portland since 2004. This is the renewal of the existing agreement.

The City Attorney has reviewed the agreement and approves it as to form. It is recommended that City Council approve the IGA with the City of Portland for Field & Laboratory Services.

## **REGULAR AGENDA ITEMS**

**Item 7(a):      Public Hearing: Ordinance Updating Section 8.045 - Transient Room Tax Distribution (1<sup>st</sup> Reading) (Finance)**

At the August 7, 2017 City Council meeting, Council approved a 2% increase to the Transient Lodging Tax rate from 9% to 11%, beginning January, 2018. At the time Ordinance 17-11 was adopted Section 8.045.2 was amended to update the tax rate increase from 9% to 11% but Section 8.045.18 was not updated to reflect the distribution of the additional 2%.

HB 2267 placed restriction on new or increased local lodging taxes so that 70% of new or increased taxes must be used for tourism promotion or tourism related facilities and 30% is unrestricted in use. The earlier approved local lodging taxes must maintain the percentage of existing lodging tax used for tourism promotion and tourism facilities.

In order to distribute and manage the Transient Lodging Tax receipts Section 8.045.18 requires adjustment to account 70% portion of the increased tax (2%) to the Promote Astoria Fund and 30% portion of the increased tax to the General Fund. The attached ordinance segregates the original distribution of existing 9% tax and adds distribution for the increased 2% tax according to State Statutes. It is recommended that the City Council hold a public hearing and if in agreement hold a first reading of the ordinance.

**Item 7(b):      Public Hearing: Ordinance Updating Section 7.100 - Criminal History Record Check (1<sup>st</sup> Reading) (Police)**

The City of Astoria currently conducts Background Checks on certain license holders, applicants and volunteers. This is done in accordance with City of Astoria City Code Section 7.100. Staff would like to modify the existing ordinance to include Astoria 9-1-1 Rural Fire Department Subscribers. These agencies are required by Oregon Administrative Rules (OAR 259-009-0015) to conduct an employment and criminal history check prior to employment or utilization as a fire service professional. Fire service professionals include paid (career) or volunteer fire fighters, officers or members of a public or private fire protection agency engaged primarily in fire investigation, fire prevention, fire safety, fire control or fire suppression or providing emergency medical services, light and heavy rescue services, search and rescue services or hazardous materials incident response.

To satisfy these requirements Astoria 9-1-1 would hold a letter requesting this service from each subscribing Fire Chief, and modify the annual Subscriber Agreement to include performing record checks for the Agency. The City Attorney has reviewed and approved the ordinance as to form. It is recommended that the City Council hold a public hearing and if in agreement hold a first reading of the ordinance.

**Item 7(c):      Friends of the Column Authorization to Enter into a Contract with Frite and Scoop to Sell Ice Cream at the Astoria Column (Parks)**

To enhance both locals and visitors experience while visiting Astor Park, the Friends of the Astoria Column would like to partner with a local vendor to provide onsite ice cream and snack concessions and per the Management Agreement between the City of Astoria and the Friends of the Astoria Column, the Friends of the Astoria Column are required to have City Council authorization to provide such amenities. After discussing their vision with the City Attorney, City Manager, and Parks and Recreation Director, the Friends of the Astoria Column completed an informal solicitation for proposals. Six different local ice cream and/or concession vendors were contracted and encouraged to submit a proposal. From the six local ice cream and/or concessions vendors contracted, Frite and Scoop submitted a proposal, while all other business were appreciative for the opportunity to participate but elected not to submit a proposal. The Friends of the Astoria Column were satisfied with the attached proposal provided by Frite and Scoop and have negotiated the attached Concession Agreement. It is recommended that City Council consider entering into an agreement with the Friends of the Astoria Column and Frite and Scoop to provide concessions at the Astoria Column.

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

Councilors Present: Nemlowill, Jones, Price, Brownson, and Mayor LaMear.

Councilors Excused: None

Staff Present: City Manager Estes, Parks and Recreation Director Cosby, Finance Director Brooks, Fire Chief Ames, Deputy Fire Chief Halverson, Police Chief Spalding, Public Works Director Harrington, Library Director Pearson, and City Attorney Henningsgaard. The meeting is recorded and will be transcribed by ABC Transcription Services, Inc.

## **REPORTS OF COUNCILORS**

**Item 3(a):**        **Councilor Jones** No report.

**Item 3(b):**        **Councilor Price** asked for an update on the open position for a Community Development Director, the upcoming work session scheduled for January 10<sup>th</sup>, and the upcoming goal setting session.

City Manager Estes said the posting for the Community Development Director position has closed and the applications have been reviewed. Less than ten applicants have been shortlisted and he would like to interview three or four. The candidates will participate in a public meet and greet, and then be interviewed by department heads, a citizen review panel, and himself. He planned to schedule interviews over the next month. The work session agenda contains two items for discussion. The first item will be a discussion about on-street parking in the downtown core. Parking and safety issues were brought up by a citizen at a Traffic Safety Committee meeting. Public Works Director Harrington will give a presentation on the State statute that applies to the situation. Members of the Astoria Downtown Historic District Association (ADHDA) plan to attend because the ADHDA is concerned about the impact of reducing the number of parking spaces at intersections in the downtown area. The second item on the work session agenda will be a report on the Homelessness Taskforce. Police Chief Spalding will update Council on the Taskforce's meetings and discuss issues with public urination and defecation. Lastly, Staff is looking for a facilitator for this year's goal setting session. In the past, Albany's City Manager Wes Hare facilitated the meetings for free. The City only covered the cost of his hotel room. He hoped to find a facilitator that could guide the goal setting with strategic planning in mind. He believed the goal setting sessions would be scheduled for February.

**Item 3(c):**        **Councilor Brownson** No report.

**Item 3(d):**        **Councilor Nemlowill** No report.

**Item 3(e):**        **Mayor LaMear** announced the following appointments and reappointments to Astoria's Board and Commissions:

- Budget Committee – Chris Breitmeyer, Andy Davis, Andrea Mazzearella, and Loran Mathews
- Design Review Board – Sarah Jane Bardy
- Hospital Authority Board – Chris Nemlowill and Cindy Johnson
- Parks and Recreation Advisory Board – Norma Hernandez
- Planning Commission – Kent Easom and Sean Fitzpatrick

Mayor LaMear noted that the new Budget Committee members replaced Shel Cantor, David McElroy, and Janet Miltenberger.

## **CHANGES TO AGENDA**

There were no changes to the agenda.

## **CONSENT CALENDAR**

The following items were presented on the Consent Calendar:

- 5(a) City Council Minutes of December 4, 2017
- 5(b) City Council Work Session Minutes of December 13, 2017
- 5(c) Historic Landmarks Commission Meeting Minutes of September 19, 2017; October 17, 2017; and November 21, 2017
- 5(d) Salary Resolution (Finance)
- 5(e) Finance and Administrative Services Status Reports**
- 5(f) Parks and Recreation Department Status Update**
- 5(g) Public Works Project Activity Status Report**
- 5(h) Library Department Status Report**
- 5(i) Police Department Status Report**

Councilor Price requested Items 5(e) through 5(i) be removed for further discussion.

**City Council Action:** Motion made by Councilor Brownson, seconded by Councilor Jones, to approve Items 5(a), (b), (c), and (d) the Consent Calendar. Motion carried unanimously. Ayes: Councilors Price, Jones, Nemlowill, Brownson, and Mayor LaMear; Nays: None.

**Items 5(e)–(i): Department Status Reports**

Councilor Price thanked Staff for the work they do throughout the year. She appreciated the reports because they are so helpful during goal setting, and added it is remarkable what the understaffed departments have done.

**City Council Action:** Motion made by Councilor Price, seconded by Councilor Brownson, to approve Items 5(e), (f), (g), (h), and (i) the Consent Calendar. Motion carried unanimously. Ayes: Councilors Price, Jones, Nemlowill, Brownson, and Mayor LaMear; Nays: None.

Mayor LaMear said she loved the quarterly reports and noted they are available to the public on the City's website.

**REGULAR AGENDA ITEMS**

**Item 6(a): Ordinance Readopting Certain State Statutes to Reflect Changes Made by the 2017 Oregon Legislature (1<sup>st</sup> Reading) (City Attorney/City Manager)**

The 2017 legislation passed by the Oregon Legislature, for the most part, became effective on January 1, 2018. Many of our City ordinances refer to or incorporate state statutes. Every year, the City routinely re-adopts all referenced ORS sections to pick up any changes made by the legislature. This is done by a "global re-adoption," which is the technique recommended by the League of Oregon Cities. The City is legally unable to prospectively adopt Oregon legislative changes, that is, we cannot adopt a state statute "as it now exists and is from time to time amended." The proposed ordinance has been reviewed and approved by the City Attorney. It is recommended that Council conduct the first reading of the proposed ordinance.

**City Council Action:** Motion made by Councilor Brownson, seconded by Councilor Price, to conduct the first reading of the ordinance readopting certain State statutes to reflect changes made by the 2017 Oregon Legislature. Motion carried unanimously. Ayes: Councilors Price, Jones, Nemlowill, Brownson, and Mayor LaMear; Nays: None.

Director Brooks conducted the first reading of the ordinance.

**Item 6(b): Memorandum of Agreement with Jessica Schleif for the Maintenance and Beautification of Tide Rock Park (Parks)**

Jessica Schleif, Professional Gardener/Landscape Designer, visual-artist, and member of the Parks and Recreation Advisory Board, has secured grant funding through the Andy Warhol Visual Arts Foundation and

the Regional Arts and Culture Council's Precipice Fund in the amount of \$3,500 and has procured matching funds of \$1,500 for total of \$5,000. Ms. Schleif wishes to utilize the grant award to adopt, beautify, and add temporary visual art displays to Tide Rock Park for one year. The agreement stipulates that Ms. Schleif share any designs for art installations and obtain approval from the Parks Director prior to implementation of any planned visual displays. All art pieces will adhere to the mission, goals, priorities, and policies of the Parks and Recreation Department and City of Astoria and will be of a temporary character that will be removed at the expiration of the agreement, or by request of the City.

During the December 18, 2017 regular meeting, City Council held a discussion about the proposed adoption of Tide Rock Park and the addition of temporary visual art displays. Items of discussion included the intent and purpose of artwork to be installed, the Precipice Grant from Andy Warhol Visual Arts Foundation, and if an artwork vetting process was needed. From which, Council determined that the temporary art displays must comply with the terms and conditions outlined in the grant and that a vetting process was not needed.

An attached Memorandum of Agreement outlines the obligations of the Parks and Recreation Department and Ms. Schleif for care and renovation of the park, and installation of temporary visual art pieces in the park. This agreement has been reviewed by Ms. Schleif and is acceptable to her.

The agreement's duration will be for one year and the City will have the prerogative to remove any portion of any installed items, if any of the conditions of the agreement are not met.

The Parks and Recreation Advisory Board has reviewed and discussed the proposal and recommends the City Council approve the agreement and City Attorney Henningsgaard has reviewed and approved the agreement as to form.

It is recommended that City Council approve the Memorandum of Agreement with Ms. Schleif for the Maintenance and Beautification of Tide Rock Park.

Councilor Brownson confirmed the art would be removed by December 31, 2018.

Councilor Nemlowill declared a potential conflict of interest because of the park's proximity to her husband's business property. However, she did not believe the MOA would financially affect her or her husband.

Councilor Price thanked Ms. Schleif for applying for the grant and agreeing to the MOA.

**City Council Action:** Motion made by Councilor Price, seconded by Councilor Jones, to approve the Memorandum of Agreement with Jessica Schleif for the Maintenance and Beautification of Tide Rock Park. Motion carried unanimously. Ayes: Councilors Price, Jones, Nemlowill, Brownson, and Mayor LaMear; Nays: None.

**Item 6(c): Liquor License Application from New Jack Kitty Inc., Todd and Teresa Robinett, dba Labor Temple Diner and Bar, located at 934 Duane Street, for a Change of Ownership for a Full On-Premises Commercial License (Finance)**

A liquor license application has been filed by Todd and Teresa Robinett for New Jack Kitty Inc. doing business as Labor Temple Diner and Bar. This application is a Change of Ownership for a Full On-Premises Commercial License. The appropriate Departments have reviewed the application and it is recommended that Council consider approval of the application.

Councilor Nemlowill recused herself because the Applicant is a client of her husband's business, Fort George Brewery.

Mayor LaMear confirmed there were no public comments.

**City Council Action:** Motion made by Councilor Jones, seconded by Councilor Brownson to approve the liquor license application from New Jack Kitty Inc., Todd and Teresa Robinett. Motion carried unanimously. Ayes: Councilors Price, Jones, Brownson, and Mayor LaMear; Nays: None.



**Item 6(d): Arts and Culture Program Grant Recipient Request (Finance)**

North Coast Chorale (NCC) is an Arts and Cultural Grant recipient for FY17-18 who has submitted a letter for consideration to alter the scope contained in their initial application. Council consideration is required to alter the terms of the approved grant scope.

**City Council Action:** Motion made by Councilor Price, seconded by Councilor Brownson to alter the scope of the Arts and Culture Grant to North Coast Chorale and approve Option #1 to change the grant for an event in 2017 to an event in 2018. Motion carried unanimously. Ayes: Councilors Price, Jones, Nemlowill, Brownson, and Mayor LaMear; Nays: None.

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

**Item 7(a): City Council President Election**

The City Council will elect a President to serve for the 2018 calendar year.

**City Council Action:** Motion made by Councilor Price, seconded by Councilor Nemlowill, to elect Councilor Brownson as City Council President for the 2018 calendar year. Motion carried unanimously. Ayes: Councilors Price, Jones, Nemlowill, Brownson, and Mayor LaMear; Nays: None.

Mayor LaMear called for public comments.

John Sapp, no address given, said he moved to Oregon from Detroit in 1980. He and his wife have owned Erickson Floral Company since 1985. His shop, the brewery, the coffee shop, and other small businesses are Astoria's anchors. He had spoken to Councilor Price about public urination and defecation in the 13<sup>th</sup> Street alley between Commercial and Duane, which at times was occurring daily. December is one of the busiest months for flower shops so he did not have time to help deal with the issues. The alley is a public walkway and the issue creates a public health hazard. He recently washed out the alley way and found urine and feces the very next day. He volunteered to keep the alley clean himself because the situation is unacceptable. However, he wanted to work with the City to get reimbursed for cleaning supplies and would adopt the alley if necessary. He asked if he could present receipts in March, which he believed would total less than \$100.

Mayor LaMear stated the Council received Mr. Sapp's letter, which was forwarded to Chief Spalding. The Homelessness Taskforce will meet on January 9<sup>th</sup> to discuss this issue.

Mr. Sapp thanked Mayor LaMear and Councilor Price for calling him to discuss his concerns. He understood that the City would develop a long-term strategy, but he wanted to come back in March with a report and receipts for cleaning supplies. Perhaps, the City might have supplies he could use.

City Manager Estes confirmed that he would ask Chief Spalding to stop by the flower shop and speak with Mr. Sapp during the week. He advised Mr. Sapp to speak with Director Cosby and Director Harrington after the meeting. The City has some cleaning supplies on hand.

Mr. Sapp said he appreciated Astoria's law enforcement and thanked the Council for listening to his concerns.

Sean Fitzpatrick, 1046 Grand Ave., Astoria, stated the feces in front of the homeless shelter has gotten pretty bad, especially in the last couple of days. The rain cleans some of it up, but not well. He suggested the homeless shelter be supplied with the some of the same cleaning supplies that Mr. Sapp requested. Walking to the meeting tonight, he had to cross the street and come in to City Hall from the other side of 11<sup>th</sup> Street because the mess was so bad. He asked that the homeless shelter take care of the problem.

City Manager Estes confirmed that Staff would follow up with the homeless shelter tomorrow.

Mayor LaMear stated the next work session was scheduled for at 9:00 am on Wednesday, January 10<sup>th</sup>.

City Council recessed into Executive Session at 7:31 pm.

## EXECUTIVE SESSION

### Item 8(a): ORS192.660(2)(h) – Legal Counsel

The City Council will meet in executive session to discuss legal proceedings.

## ADJOURNMENT

There being no further business, the meeting was adjourned at 7:45 pm.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Finance Director

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

DRAFT




## CITY OF ASTORIA

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### MEMORANDUM • CITY MANAGER

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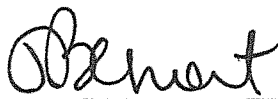
DATE: JANUARY 26, 2018  
TO: MAYOR AND CITY COUNCIL  
FROM:  BRETT ESTES, CITY MANAGER  
SUBJECT: RESOLUTION TO CORRECT SCRIVENER'S ERROR IN AQUATIC CENTER FEE SCHEDULE

#### DISCUSSION/ANALYSIS

During a recent review of the Aquatic Center Fee Schedule F1, it was discovered that the Family and Adult Monthly Pass prices were erroneously inverted to reflect incorrect monthly pass fees. When the fee schedule was originally brought to City Council the memo referenced the correct fees. By transposing the pass names, the fees will be corrected based on what was previously approved by Council. The correct fees for the Aquatic Center or Rec Center Monthly Passes are Adult: \$60, Family: \$80.

#### RECOMMENDATION

It is recommended that City Council approve the correction of the scrivener's error to reflect the correct Adult and Family monthly pass fees.

By:  \_\_\_\_\_

Jennifer Benoit, Executive Assistant to  
Astoria City Manager

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**Parks and Recreation Department  
Astoria Aquatic Center  
Schedule F1**

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**Drop In**

Youth .....	\$5.50
Adult .....	\$7.50
Family .....	\$18.00

**Aquatic Center or Rec Center Monthly Pass**

	<u>Reg. Rate</u>	<u>Cont. ACH Rate</u>
Youth & Senior .....	\$50.00	\$40.00
Family .....	\$60.00	\$50.00
Adult .....	\$80.00	\$70.00
Bulk Purchase Rate (20 or more per transaction) .....	20% OFF	

**Joint Aqua Center & Rec Center Monthly Pass**

	<u>Reg. Rate</u>	<u>Cont. ACH Rate</u>
Youth & Senior .....	N/A	N/A
Adult .....	\$80.00	\$70.00
Family .....	\$100.00	\$90.00
Bulk Purchase Rate (20 or more per transaction) .....	20% OFF	

**Punch Pass Redemption**

Youth .....	\$5.00
Adult .....	\$7.00
Family .....	\$18.00

*\*The sale of punch passes have been discontinued; however, previously sold passes are still honored at the listed redemption*

**Swim Lessons**

Group Lessons .....	\$50.00
Private Lessons .....	\$150.00

	<u>Reg. Rate</u>	<u>Cont. ACH Rate</u>
<b><u>Monthly Locker Rentals</u></b> .....	\$15.00	\$5.00

**Rentals/Misc.**

Lane rental (per lane, per hr.) .....	\$25.00
<i>*Includes admission for up to 5 individuals</i>	
After hours rental (per hr., min. 4 hrs.) .....	\$175.00
Showers .....	\$3.00

	<u>Reg. Rate</u>	<u>Cont. ACH Rate</u>
Towel Rental .....	\$3.00	\$0.00

Birthday Party (lobby rental, 20 guests) .....	\$150.00
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**Youth Swim Teams**

*Contingent upon youth swim team renting a minimum of 100 hours of lap-lane space for the purpose of practicing per fiscal year, and all participants purchasing a monthly or daily pass*

Youth Swim Team Lane Rental (per lane, per hr.) .....	\$1.00
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## RESOLUTION NO. 18 - 02

### A RESOLUTION OF THE CITY OF ASTORIA RELATING TO FEES FOR SERVICES.

#### BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASTORIA:

Section 1 Authority for Fees. The various departments of the City incur expenses in searching for and furnishing copies of records, reports and documents, and providing special services for private individuals and private concerns. The City Council deems it advisable, for the efficient conduct of the affairs of the various departments, that reasonable fees be charged for furnishing such records, reports, documents and services. A deposit may be requested in advance of providing the requested information.

Section 2. Schedule of Fees. The fee schedules for the various Departments of the City of Astoria are attached to this Resolution and identified as follows:

#### INDEX

<u>Schedule</u>	<u>Department</u>	<u>Pages</u>
A	Building Inspection .....	A1 – A7
B	City Administration .....	B1 – B2
C	Community Development Department .....	C1 – C3
D	Fire Department .....	D1
E	Library .....	E1
F	Parks and Recreation Department	
	• Aquatic Center Fees .....	F1
	• Maritime Memorial Fees .....	F2
	• Ocean View Cemetery Fees .....	F3
	• Recreation Division Rental Fees .....	F4
	• Astoria Column .....	F5
G	Police Department.....	G1
H	Public Works/Engineering Department .....	H1 – H2

Section 3. Application of Fees. The fees shall be charged whether the request for the service is made in person, by telephone or in writing.

Section 4. Exceptions to the Payment. No law enforcement agency, Civil Service Commission or department of the Armed Forces is required to pay the fees established in Section 1 of this resolution.

Section 5. Fees Remitted to Finance Department. Fees collected under the provisions of this resolution shall be remitted to the Finance Department. The Finance Director shall deposit the fees received in the appropriate established fund.

Section 6. Repeal. Resolution No. 17-29 adopted September 18, 2017 is repealed.

Section 7. Effective Date. The provisions of this resolution shall be 30 days upon passage.

ADOPTED BY THE CITY COUNCIL THIS 5th DAY OF FEBRUARY, 2018.

APPROVED BY THE MAYOR THIS 5th DAY OF FEBRUARY, 2018.

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Mayor

ATTEST:

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City Manager

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

## Building Inspection Schedule A

CITY OF ASTORIA MECHANICAL PERMIT FEES	
Fee Description	Fees
Plan Check Fees	25% of mechanical permit fees when plan review is performed
Minimum Permit Fee	\$65.00
Permit Fees for One- and Two-Family Dwellings: Mechanical Equipment:* Clothes dryer, exhaust fan, kitchen hood Fuel burning (incl. vents, chimney, flues, etc) All other appliances and equipment Gas Piping: One to four outlets Additional outlets (each) Alteration to mechanical equipment or system  <i>*Mechanical equipment for one- and two-family dwellings includes, but is not limited to: wood stove, fireplace insert, furnace and its attached add-ons (e.g. cooling coil and air filter), pellet stove, heat pump condenser unit, log lighter, portions of boiler not regulated by the State, pool heater, sauna.</i>  <i>The following items are included in the base fee, separate fees will not be assessed: filter, volume damper, fresh air intakes, electric water heater regulated by plumbing code, duct work, control units or thermostats and similar equipment.</i>	\$15.00 each \$30.00 each \$30.00 each  \$12.00 \$ 2.50 each  \$24.00
Permit Fees for Commercial, Industrial and Multi-Family Residential: <i>Use the total value of mechanical construction work to calculate the Mechanical permit fee.</i>  \$1 - \$2,000  \$2,001 - \$25,000  \$25,001 - \$50,000  \$50,001 - \$100,000  \$100,001 and up	\$65.00 minimum  \$65.00 for the first \$2,000 plus \$7.80 for each additional \$1,000 or fraction thereof  \$244.40 for the first \$25,000 plus \$5.85 for each additional \$1,000 or fraction thereof  \$390.65 for the first \$50,000 plus \$3.50 for each additional \$1,000 or fraction thereof  \$565.65 for the first \$100,000 plus \$3.50 for each additional \$1,000 or fraction thereof

**CITY OF ASTORIA  
MECHANICAL PERMIT FEES**

<b>Fee Description</b>	<b>Fees</b>
Additional Plan Review Fee <i>For consultation, coordination and inquiries related to changes, additions or revisions after initial application submittal.</i>	\$65.00/hr (minimum charge \$65.00)
Inspections for Which No Fee is Specifically Indicated	\$65.00/hr (\$65.00 minimum)
Inspections Outside of Normal Business Hours	\$65.00/hr (\$65.00 minimum)
Permit Renewal (Expired Permit Reinstatement Fee) <i>Fee for renewal of a permit that has been expired for one year or less, provided no changes have been made in the original plans and specifications for the work. A permit may only be renewed once.</i>  <i>Permits that have been expired longer than one year cannot be renewed. You must reapply for new permits.</i>	½ of total permit fees using permit rates at time of renewal
Investigation Fee – Expired Permits <i>Hourly rate charged for research, travel time and time spent on site ensuring fire and life safety requirements are satisfied.</i>  <i>Fee is in addition to permit renewal fee.</i>	\$65.00/hr (minimum charge \$65.00)
Re-inspection Fee	\$65.00 each
Investigation Fee A <i>Low effort to determine compliance.</i>	\$97.50
Investigation Fee B <i>Medium effort to gain compliance. Stop Work order posted. Applicant obtains required permit within 10 business days.</i>	\$130.00
Investigation Fee C <i>High effort to gain compliance. Applicant failed to meet deadline or has had more than one documented violation in 12 months for starting work without permits.</i>	\$250.00 or hourly rate whichever is greater.
State Surcharge and Training Fees* <i>*The amount of the State surcharge is established by the State of Oregon on building permit fees, electrical permit fees, mechanical permit fees, plumbing permit fees, manufactured home permit fees, grading fees, and the hourly fees charged under the Master Permit program. The surcharge is subject to change by the State and is collected by the City and passed through to the State.</i>  <i>(12 percent as of October, 2010)</i>	Per State established fee



## CITY OF ASTORIA PLUMBING PERMIT FEES

Fee Description	Fees
Plan Check Fees	25% of plumbing permit fees when plan review is performed
Minimum Permit Fee	\$65.00
Commercial, Industrial and Multi-Family Residential Permits, and Alterations to Existing One and Two-Family Dwelling Systems*	\$175.00
* Fixtures include: water closet, lavatory, tub/shower, sink, bidet, laundry tubs, disposal, dishwasher, clothes washer, water heater, floor sink/drain, through drain, drinking fountain, hose bib, sump pump/ejector, urinal, roof drain/overflow, catch basin, interceptor/grease trap, dental units and receptors.	\$20.00 per fixture
One or Two-Family Dwelling, New Construction : *	
Fee includes first 100 feet of water, storm and sewer service	
One bathroom	\$213.00
Two bathrooms	\$282.00
Three bathrooms	\$351.00
Each additional bathroom above three & kitchen above one	\$69.00
Fixture	\$20.00 each
*Base fee includes: kitchen, hose bibs, icemakers, underfloor low point drains, and rain drain packages that include piping, gutters, downspouts, and perimeter systems.	
Additional Plan Review Fee For consultation, coordination and inquiries related to changes, additions or revisions after initial application submittal.	\$65.00/hr (minimum charge \$65.00)
Expired Application Processing Fee Hourly rate charged for actual time spent processing and reviewing applications for which a permit is never issued.  Credit is given for paid plan check fees.	\$65.00/hr (minimum charge \$65.00)
Water Heater Permit, One and Two-Family Residential Only Replacement of water heater of similar size and location that it is replacing. (Includes one inspection)	\$65.00
Inspections for Which No Fee is Specifically Indicated	\$65.00/ea
Inspections Outside of Normal Business Hours	\$65.00/hr (1.5 hr minimum)
Medical Gas System Calculate the total value of system equipment and installation costs, including but not limited to inlets, outlets, fixtures and appliances. Apply the value of work to the medical gas system permit fee table below.	
\$1 - \$2,000	\$65.00 minimum
\$2,001 - \$25,000	\$65.00 for the first \$2,000 plus \$7.80 for each additional \$1,000 or fraction thereof
\$25,001 - \$50,000	\$244.40 for the first \$25,000 plus \$5.85 for each additional \$1,000 or fraction thereof
\$50,001 - \$100,000	\$390.65 for the first \$50,000 plus \$3.50 for each additional \$1,000 or fraction thereof
\$100,001 and up	\$565.65 for the first \$100,000 plus \$3.50 for each additional \$1,000 or fraction thereof

## CITY OF ASTORIA PLUMBING PERMIT FEES

Fee Description	Fees
Miscellaneous Permits: Reverse plumbing Solar units (potable water) Swimming pool piping to equipment	\$61.00 \$65.00 \$65.00
Permit Renewal (Expired Permit Reinstatement Fee) <i>Fee for renewal of a permit that has been expired for one year or less, provided no changes have been made in the original plans and specifications for the work. A permit may only be renewed once.</i>  <i>Permits that have been expired longer than one year cannot be renewed. You must reapply for new permits.</i>	½ of total permit fees using permit rates at time of renewal
Investigation Fee – Expired Permit <i>Hourly rate charged for research, travel time and time spent on site ensuring fire and life safety requirements are satisfied.</i>  <i>Fee is in addition to permit renewal fee.</i>	\$65.00/hr
Re-inspection Fee	\$65.00/ea
Removal, Abandonment, or Cap Off of Fixtures as Listed Above	\$ per fixture
Sanitary Service:  First 100 feet  Each additional 100 feet or fraction thereof	  \$48.00  \$26.00
Storm Sewer Service:  First 100 feet  Each additional 100 feet or fraction thereof	  \$48.00  \$26.00
Water Service:  First 100 feet  Each additional 100 feet or fraction thereof	  \$48.00  \$26.00
Investigation Fee A <i>Low effort to determine compliance.</i>	\$97.50
Investigation Fee B <i>Medium effort to gain compliance. Stop Work Order posted. Applicant obtains required permit within 10 business days.</i>	\$130.00
Investigation Fee C <i>High effort to gain compliance. Applicant failed to meet deadline or has had more than one documented violation in 12 months for starting work without permits.</i>	\$250.00 or hourly rate whichever is greater.
State Surcharge and Training Fees* <i>*The amount of the State surcharge is established by the State of Oregon on building permit fees, electrical permit fees, mechanical permit fees, plumbing permit fees, manufactured home permit fees, grading fees, and the hourly fees charged under the Master Permit program. The surcharge is subject to change by the State and is collected by the City and passed through to the State.</i>  <i>(12 percent as of October, 2010)</i>	Per State established fee.

## CITY OF ASTORIA STRUCTURAL PERMIT FEES

Fee Description	Fee
<p><b>Building Permit Fees:</b></p> <p>The International Code Council Building Valuation Data Table, current as of April 1 each year, is used to calculate the project value and is based on the type of construction and proposed building use. Project value is then applied to the table below to determine the building permit fee.</p> <p>Use total value of construction work determined above to calculate the Building Permit Fee below:</p> <p>\$1 - \$2,000</p> <p>\$2,001 - \$25,000</p> <p>\$25,001 - \$50,000</p> <p>\$50,001 - \$100,000</p> <p>\$100,001 and up</p> <p><i>*Definition of Valuation: The valuation to be used in computing the permit fee and plan check fee shall be the total value of all construction work for which the permit is issued, as well as all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire extinguishing systems and other permanent work or equipment, and the contractor's profit as determined by the Building Official.</i></p>	<p>\$65.00 minimum fee</p> <p>\$65.00 for the first \$2,000 plus \$10.53 for each additional \$1,000 or fraction thereof</p> <p>\$307.19 for the first \$25,000 plus \$7.90 for each additional \$1,000 or fraction thereof</p> <p>\$504.69 for the first \$50,000 plus \$5.27 for each additional \$1,000 or fraction thereof</p> <p>\$768.19 for the first \$100,000 plus \$4.39 for each additional \$1,000 or fraction thereof</p>
<b>Building Plan Check Fee</b>	65% of building permit fees
<p><b>Manufactured Dwelling Permits:</b></p> <p><b>Installation permit</b>  <i>Fee includes: concrete slab, code compliant runners or foundations, electrical feeder, first 100 lineal feet of plumbing connections, all cross-over connections and Administrative fee.</i></p> <p><i>**Accessory structure fees will be assessed based on the value of construction determined under the Building Permit Fee section above.</i></p> <p><i>*Utility connections beyond 100 lineal feet will be assessed separate plumbing fees determined under the Plumbing Permit, Plan Check &amp; Inspection Fee section of this Schedule.</i></p>	\$190.00* includes Administrative fee
<p><b>Additional Plan Review Fee</b>  <i>For consultation, coordination and inquiries related to changes, additions or revisions after initial application submittal.</i></p>	<p>\$65.00/hr            One hour minimum</p>
<p><b>Alternative Materials and Methods</b>  <i>Hourly rate charged per person involved in review.</i></p>	\$65.00/hr
<b>Building Demolition Permit Fee</b>	Apply Building Permit Fees (above) based on total project value. Minimum fee \$65.00/hr. One hour minimum.

## CITY OF ASTORIA STRUCTURAL PERMIT FEES

Fee Description	Fee
<b>Residential Fire Sprinklers</b> <i>Fee includes inspections and plan review</i>  <i>Fee determined by square footage of work covered.</i>	
0 to 2,000 sq ft	\$150.00
2,001 to 3600 sq ft	\$200.00
3,601 to 7,200 sq ft	\$300.00
>7,200 sq ft	\$400.00
<b>Expired Application Processing Fee</b> <i>Hourly rate charged for actual time spent processing and reviewing applications for permits that are never issued.</i>  <i>Credit is given for paid plan check fees.</i>	\$65.00/hr
<b>Fire/Life Safety (F/LS) Plan Check Fee</b>	40% of building permit fees when F/LS plan review is required
<b>Foundation Only Permit</b>	Apply Building Permit fees (above) based on 20% of total project value + deferred fee
<b>Inspections for Which No Fee is Specifically Indicated</b>	\$65.00/hr One hour minimum
<b>Inspections Outside of Normal Business Hours</b>	\$65.00/hr One hour minimum
<b>Permit Extension (first one free)</b>	\$50.00
<b>Permit Renewal (Expired Permit Reinstatement Fee)</b> <i>Fee for renewal of a permit that has been expired for one year or less, provided no changes have been made in the original plans and specifications for the work. A permit may only be renewed once.</i>  <i>Permits that have been expired longer than one year cannot be renewed, you must reapply for new permits.</i>	½ of total permit fees using permit rates at time of renewal
<b>Investigation Fee – Expired Permits</b> <i>Hourly rate charged for research, travel time and time spent on site ensuring fire and life safety requirements are satisfied.</i>  <i>Fee is in addition to permit renewal fee.</i>	\$65.00/hr
<b>Phased Permit Fee</b> <i>Coordination fee charged in addition to normal plan review and permit fees; base fee includes required predevelopment meeting.</i>  <i>Fee assessed on each phase of a project</i>	\$275.00 + 10% of the total building permit fee for each phase of work. Not to exceed \$1,500 for each phase
<b>Re-inspection Fee</b>	\$65.00/hr
<b>Change of Occupancy Permit/No other work being done</b>	\$65.00/hr
<b>Commercial Deferred Submittal Fee</b>	65% of the value of the building permit fee calculated & using the value of the deferred portion + \$150

## CITY OF ASTORIA STRUCTURAL PERMIT FEES

Fee Description	Fee
Residential Deferred Submittal Fee	65% of the value of the building permit fee calculated & using the value of the deferred portion + \$150
<p>Solar Installation Permit</p> <p>Installations in compliance with section 305.4 of the Oregon Solar Installation Specialty Code</p> <p>All other installations  <i>*Valuation includes structural elements of solar panels including racking, mounting elements, rails, and the cost of labor to install. Valuation does not include the cost of solar equipment, including collector panels and inverters.</i></p> <p><i>Separate electrical fees also apply.</i></p>	<p>\$99.00 includes one inspection</p> <p>Apply building permit fees (above)</p> <p>Additional Inspections \$65 each</p>
Temporary Certificate of Occupancy – Residential – first 30 day - free	\$65.00
Temporary Certificate of Occupancy – Commercial – first 30 day - free	\$100.00
Appeal to City Council	\$25.00
<p>School District Construction Excise Tax  <i>(Authorized by ORS 320.170 thru ORS 320.189)</i></p> <p><i>Applies to construction within Astoria School District in the City of Astoria.</i></p>	The construction excise tax is assessed as a dollar rate per square foot of construction which is collected by the City of Astoria and forwarded to the school district assessing the tax for capital improvement project funding.
<p>Investigation Fee A  <i>Low effort to deter-mine compliance.</i></p>	\$97.50
<p>Investigation Fee B  <i>Medium effort to gain compliance. Stop Work order posted. Applicant obtains required permit within 10 business days</i></p>	\$130.00
<p>Investigation Fee C  <i>High effort to gain compliance. Applicant failed to meet deadline or has had more than one documented violation in 12 months for starting work without permits.</i></p>	\$250.00 or hourly rate whichever is greater
<p>State Surcharge and Training Fees*</p> <p><i>*The amount of the State surcharge is established by the State of Oregon on building permit fees, electrical permit fees, mechanical permit fees, plumbing permit fees, manufactured home permit fees, grading fees, and the hourly fees charged under the Master Permit program. The surcharge is subject to change by the State and is collected by the City and passed through to the State.</i></p> <p><i>(12 percent as of October, 2010)</i></p>	Per State established fee.

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**City Administration  
Schedule B**

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Astoria City Code.....	\$ 30.00
Budget Detail .....	\$ 20.00
Budget Document.....	\$ 20.00
City Council agendas and minutes subscription rate by mail.....	\$ 5.00/issue or \$ 60.00/year
By e-mail .....	No charge
(Effective 1/1/98 - no charge to press, government agencies, or one per Neighborhood Association)	
Copy of any code or publication purchased by the City for resale.....	\$ 0.50/page
Copy of any ordinance, resolution or report, already prepared and stock on hand, or photocopy.....	\$ 0.50/page
NSF (Non-Sufficient Fund) Check Fee .....	\$ 35.00
One-time, special event liquor license application .....	\$ 35.00
Parking Lot Fees	
13th Street Parking Lot.....	\$ 30.00/month
US Bank Parking Lot Spaces.....	\$ 30.00/month
Staff time for record search, review for exempt material and supervise citizens's record inspection .....	\$ 20.00 to \$ 50.00/hour
(hourly wage plus fringe benefits)	
Transportation Services Vehicle Fee .....	\$ 35.00/vehicle
Transportation Services Vehicle Driver Application.....	\$ 35.00
plus processing fee.....	\$ 15.00
Lien Search Fee .....	\$ 20.00/per search transaction
Liquor License Application – New Outlet .....	\$150.00
Change to current liquor license Application.....	\$100.00
“No Parking” Block Deposit.....	\$ 30.00

Parking Block Permit	
Per Day .....	\$ 5.00
Per Week .....	\$ 25.00
Per Month .....	\$ 40.00
Per Quarter .....	\$100.00
Per Half Year .....	\$180.00
Annually .....	\$330.00

Replacement Fees	
Parking Block .....	\$ 30.00

Annual Service Permit	
Per Quarter Per Vehicle .....	\$ 50.00

Project Permit	
Per Month Per Vehicle .....	\$ 40.00

Dumpster Permit	
Per Day .....	\$ 5.00
Per Week .....	\$ 25.00
Per Month .....	\$ 40.00
Per Quarter .....	\$100.00
Per Half Year .....	\$180.00
Annually .....	\$330.00

Annual License Fee for Lodging Establishments .....	\$ 25.00
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Attorney Review of Materials .....	\$190.00 per hour
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**Community Development Department  
Schedule C**

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Astoria Planning Commission, Historic Landmarks .....\$ 3.50/issue or  
Commission, or Design Review Committee agendas .....\$ 42.00/year  
and minutes subscription rate by mail  
By e-mail .....No charge  
(No charge to press, government agencies, or one per  
Neighborhood Association).

Copy of Development Code.....\$ 35.00

Copy of Comprehensive Plan.....\$ 35.00

Copy of Land Use & Zoning Map (approximately 6 square feet) .....\$ 6.00

Copy of Land Use & Zoning Map (approximately 20 square feet) .....\$ 20.00

Postage and handling for mailing Development Code or  
Comprehensive Plan, each .....\$ 10.00

Postage and handling for mailing 20 square foot Zoning map.....\$ 3.50

Copy of audio tapes, each.....\$ 20.00

Copy of CD's, each.....\$ 10.00

**Permit Applications**

Accessory Dwelling Unit Permit.....\$100.00

Amendment to Comprehensive Plan or Development Code .....\$750.00

Amendment to Existing Permit .....Same fee as  
existing permit fee

Appeal .....\$500.00

Class B Home Occupation .....\$200.00

Conditional Use .....\$500.00

Conditional Use – Temporary Use Renewal.....\$250.00

Demolition or Moving (Historic).....\$500.00



Design Review < \$25,000 Project Value .....	\$350.00
Design Review > \$25,000 Project Value .....	\$750.00
Exterior Alteration < \$25,000 Project Value .....	\$350.00
Exterior Alteration > \$25,000 Project Value .....	\$750.00
Historic Designation.....	\$100.00
Historic Designation Removal.....	\$100.00
Lot Line Adjustment without survey .....	\$ 50.00
Lot Line Adjustment with survey .....	\$100.00
LUCS.....	\$ 50.00
Major or Minor Partition (in addition to fees noted in Development Code 13.720).....	\$300.00 + actual costs
Miscellaneous Review .....	\$200.00 Admin
.....	\$350.00 APC/HLC
New Construction (Historic) .....	\$350.00
Non-Conforming Use Review .....	\$350.00
Parking Exemption .....	\$200.00
Permit Extensions – Admin .....	\$100.00
Permit Extensions - Hearing .....	\$250.00
Planned Development .....	\$500.00 + actual costs
Pre-application Conference .....	\$150.00
Retail Street Vendor .....	\$100.00
Satellite Dish/Commercial .....	\$100.00
Sign Permits (not requiring building permit).....	\$ 50.00
Subdivision (in addition to fees noted in Development Code 13.720) .....	\$500.00 + \$20 per lot + actual costs
Variance (Administrative or for Planning Commission).....	\$300.00 Admin
.....	\$500.00 APC

Wind/Solar Array .....	\$250.00
Wireless Communication Facility Application .....	\$3,000.00 + actual cost
Wireless Communication Facility additional non-refundable fee for After-the-Fact Application .....	\$1,000.00
Violation.....	Doubled Fee
Zoning Verification Letter.....	\$ 50.00

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## *Fire Department Schedule D*

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Any Fire Department record (including fire report/  
investigation report.....\$ 10.00

Burn barrel permit fee, initial inspection by Department for  
2 year permit.....\$ 50.00  
Renewal of permit for additional 2 years thereafter.....\$ 35.00

Special burn permit fee-issues for no more than a one week period .....\$ 35.00

The Fire Department will offer fire safety inspection to all City  
businesses free of charge once every other year. If inspection of a  
business results in findings of fire hazards,  
A second inspection to survey mitigation of hazard .....\$ 25.00  
If a third inspection is necessary to check for hazards.....\$ 50.00

The City of Astoria will administer a cost-recovery program to  
recover costs from those incidents that require services  
from the Astoria Fire Department on its transportation route and in  
areas where there is no other fire service protection.

Residents, business owners, and/or taxpayers of the City of Astoria  
and its service-contract areas (Tongue Point Job Corps), and any  
citizens of areas where the Astoria Fire Department has mutual aid  
agreements will not be billed for services as described in this  
program.

Rates for recovering costs shall be those established in accordance  
with the Oregon State Fire Marshal's standardized costs schedule  
as specified in ORS 478.310(2)(a), and as hereinafter amended.

Fees will be based on both direct (apparatus, personnel, and  
miscellaneous supplies and services) and indirect (billing and  
collection costs). No fees will be charged for the direct provision of  
emergency medical treatment and supplies.

Charges to all parties will include a minimum 30-minute response  
charge.

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## ***Astoria Public Library Schedule E***

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1. Overdue Materials

- (a) After due date, items are rented for 25 cents per day until the 60th day.
- (b) No late fee for children's books.
- (c) Item is considered lost after 60 days and a replacement fee is charged unless item is returned.

2. Subscribing Library Family Fee (persons who reside outside of Astoria city limits).

- (a) \$18.00 for three-month period.
- (b) \$33.00 for a six-month period.
- (c) \$60.00 for a 12-month period.
- (d) Non-resident owners of property within the City, and members of their households, are eligible to have free library borrowers cards by annually showing proof of having paid Astoria property taxes.

3. Print Pages – 20 cents per sheet.

4. Borrowers Card Replacement - \$6.00.

5. Damage Fees

- (a) Slight damage - \$3.00.
- (b) Extensive damage or loss - replacement cost plus \$3.00 processing fee, or bring duplicate item.

6. Flag Room Rental

- (a) Library Programs and Programs sponsored by the City of Astoria-room use is free.
- (b) Non-profit groups/organizations and private groups - \$20.00 per hour.
- (c) Business and Commercial Entities Meetings - \$35.00 per hour.
- (d) Refundable Required Deposit - \$15.00 per meeting.

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**Parks and Recreation Department  
Astoria Aquatic Center  
Schedule F1**

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**Drop In**

Youth .....	\$5.50
Adult .....	\$7.50
Family .....	\$18.00

**Aquatic Center or Rec Center Monthly Pass**

	<u>Reg. Rate</u>	<u>Cont. ACH Rate</u>
Youth & Senior .....	\$50.00	\$40.00
Adult .....	\$60.00	\$50.00
Family .....	\$80.00	\$70.00
Bulk Purchase Rate (20 or more per transaction) .....	20% OFF	

**Joint Aqua Center & Rec Center Monthly Pass**

	<u>Reg. Rate</u>	<u>Cont. ACH Rate</u>
Youth & Senior .....	N/A	N/A
Adult .....	\$80.00	\$70.00
Family .....	\$100.00	\$90.00
Bulk Purchase Rate (20 or more per transaction) .....	20% OFF	

**Punch Pass Redemption**

Youth .....	\$5.00
Adult .....	\$7.00
Family .....	\$18.00

*\*The sale of punch passes have been discontinued; however, previously sold passes are still honored at the listed redemption*

**Swim Lessons**

Group Lessons .....	\$50.00
Private Lessons .....	\$150.00

	<u>Reg. Rate</u>	<u>Cont. ACH Rate</u>
<b><u>Monthly Locker Rentals</u></b> .....	\$15.00	\$5.00

**Rentals/Misc.**

Lane rental (per lane, per hr.) .....	\$25.00
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*\*Includes admission for up to 5 individuals*

After hours rental (per hr., min. 4 hrs.) .....	\$175.00
Showers .....	\$3.00

	<u>Reg. Rate</u>	<u>Cont. ACH Rate</u>
Towel Rental .....	\$3.00	\$0.00

Birthday Party (lobby rental, 20 guests) .....	\$150.00
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**Youth Swim Teams**

*Contingent upon youth swim team renting a minimum of 100 hours of lap-lane space for the purpose of practicing per fiscal year, and all participants purchasing a monthly or daily pass*

Youth Swim Team Lane Rental (per lane, per hr) .....	\$1.00
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***Parks and Recreation Department  
Astoria Maritime Memorial  
Schedule F2***

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**Fee for one engraved memorial 4" x 12"**

**Standard Fee without customized graphic..... \$500.00**

**Name of person limited to 18 characters, including spaces**

- Inscription is limited to 23 characters, including spaces
- Optional: small stock graphic illustration or second line of  
Inscription limited to 23 characters, including spaces

**Fee for Customized Graphic/Art Work ..... \$150.00**

- Includes customized graphic illustration/artwork (other than stock  
artwork that has already been engraved on the Memorial Wall)

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**Parks and Recreation Department  
Oceanview Cemetery  
Schedule F3**

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Graves-Ground Only (w/perpetual care)	
Infant/Child plots .....	\$233
Block 68, Cremation only .....	\$429
All other blocks.....	\$1,286
Interments	
Adult (opening and closing) .....	\$1,286
Cremation .....	\$642
Cremated remains (Saturdays) .....	\$186
Adult, Saturdays.....	\$373
Late funerals (after 3:00 pm) add'l/hr. ....	\$75
Disinterment	
Adult.....	\$606
Child under 7.....	\$466
Cremated remains removed .....	\$186
Liner and Installation	
Liner Storage Fee .....	\$339
Liner Purchase and Installation .....	\$1101
Monument/Marker Permits	
Monument Permit (Not over 62" in length) .....	\$223
Marker Permit-Double (2 people).....	\$186
Marker Permit-Single .....	\$150
Marker Permit-Veteran.....	\$75
Marker Permit-Baby grave cover .....	\$94
Other Work.....	
Chapel Reservation .....	Cost +25%
	\$83/hr.

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**Parks and Recreation Department  
Astoria Recreation Division Rental Fees  
Schedule F4**

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FACILITY RENTALS	Non-Profit			Less than 25 (Private Use)			More than 25+ (Commercial/Event Use)		
	Per Hour	1/2 Day	Day	Per Hour	Per 1/2 Day	Per Day	Per Hour	Per 1/2 Day	Per Day
<b><u>Community Halls</u></b>									
Shively Hall	50% off on weekdays			\$39	\$109	\$159	\$69	\$209	\$299
Alderbrook Hall	50% off on weekdays			\$29	\$89	\$119	\$59	\$179	\$239
ARC Classroom	50% off on weekdays			\$29	\$89	\$149	\$69	\$199	\$319
ARC East Wing	50% off on weekdays			\$89	\$209	\$349	\$159	\$299	\$499
<b><u>Special Events/Park Rentals</u></b>	No Discount			\$45	\$180	\$360	\$65	\$260	\$520
<b><u>Fields &amp; Courts</u></b>									
Tennis Courts	50% off on weekdays			\$19	\$59	\$99	\$39	\$119	\$199
Basketball Courts	50% off on weekdays			\$19	\$59	\$99	\$39	\$119	\$199
Fields	\$12/hour/2 hour minimum								
<b><u>Concession Stand Rental</u></b>	\$75/day/site								



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*Parks and Recreation Department  
Astoria Column  
Schedule F5*

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Annual Parking Pass .....\$5.00

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***Police Department  
Schedule G***

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Unless otherwise stated, Police Department hourly charges are billed in 30 minute increments. Deposit prior to copying may be required.

Arrest record, per name.....	\$ 6.00
Attorneys fees for consultation .....	\$150.00/hour
Certified (notarized) copy of police records \$5.00 for each page (single sheet or back-to-back).....	\$ 6.00
Copy of audio recording minimum charge .....	\$ 35.00/hour
Copy of Communications Center log .....	\$ 6.00/page
Copy of photograph (4" x 5") .....	\$ 6.00
Copy of photograph (8" x 10") .....	\$ 12.00
Copy of police report .....	\$ 15.00
Copy of video recording minimum charge .....	\$ 35.00/hour
Fingerprints for individuals who retain cards .....	\$ 6.00/card
Fingerprints forwarded by police .....	\$ 17.00
Additional fingerprint cards .....	\$ 6.00/each
Impound vehicle release .....	\$100.00
Police Officer – special events minimum charge .....	\$ 40.00/hour
Additional charge made for equipment and vehicle	
Staff review of public records.....	\$ 35.00/hour
Vehicle identification number inspection.....	\$ 35.00

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**Public Works Department  
Schedule H**

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**Public Works Administration Fees**

Custom Mapping .....	\$ 45.00/hr
Multiple Legal, Letter and Ledger size prints, each sheet	
BW.....	\$ 0.50
Color.....	\$ 1.00
Large format 18" x 24" up to 24" x 36" copies, each sheet	
BW.....	\$ 15.00
Color.....	\$ 25.00
Geologic Hazard Map (60" x 24" = 10 SF) .....	\$ 40.00
Electronic File (via electronic mail).....	\$ 15.00
Electronic File (via digital media; CD, DVD or flash drive) .....	\$ 30.00

**Property Use/Acquisition Fees**

Property Use/Acquisition Application .....	\$ 75.00
Application for Property Purchase	
Application Fee.....	\$450.00
Appraisal, Advertising & Recording Fee .....	Actual Cost
Application for Vacation or Easement	
Application Fee.....	\$500.00
Advertising & Recording Fee .....	Actual Cost
Application for Lease or License to Occupy	
Application Fee.....	\$425.00
Recording Fee .....	Actual Cost

**Development Review Fees**

Land Use & Building Permit Review.....	Actual Cost
Infrastructure Plan Review and Construction Coordination	
Public Works Plan Review .....	1% of preliminary construction cost**
Public Works Construction Permit.....	2% of final construction cost**
Minimum .....	\$500

*\*\*Estimated preliminary and final construction costs shall be provided by an Oregon Registered Professional Engineer and shall include all improvements in the public right-of-way and/or publically maintained infrastructure improvements.*

**Public Works Permit Fees**

Application to Fell/Cut Tree(s)	
Firewood.....	\$ 20.00
Right-of-Way.....	\$ 60.00
City Property.....	\$250.00
Arborist Report (if required) .....	Actual Cost

#### Grading and Erosion Control Permit

Ground disturbance of less than 1 acre.....	\$110.00
Ground disturbance of greater than 1 acre.....	\$275.00
Permit extension.....	\$ 30.00
Geotechnical/Geological Review.....	Actual Cost

*Fees double for permit issued after work has started or been completed.*

#### Utility Service Application

Application fee.....	\$ 60.00
Sanitary sewer, storm drainage & water connection fee.....	Per Resolution

Right-of-Way Permit Application .....	\$100.00
Plus street cut fee (if applicable)	
Up to 50 Square Feet.....	\$100.00
Over 50 Square Feet.....	\$3.00 per Sq.Ft.
Application for Sidewalk/Driveway repair only .....	No Fee

*Fees double for permits issued after work has started or been completed. The charge for sidewalk/ driveway repair after work has commenced is \$200.*

#### Garden Permit

Application.....	\$ 40.00
Renewal per year .....	\$ 20.00

Watershed Road Access Fee .....	\$250.00/yr
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#### **Traffic Control Device Rental Fee**

<u>Description</u>	<u>Each Per Day</u>
Wooden Barricades (31½" X 31½")	\$ 3.50
Wooden Barricades w/ sign attached	\$ 5.00
Type III Barricade	\$ 5.00
18" Traffic Cones	\$ 1.00
Traffic Control Signs	\$ 15.00

*Lost or damaged traffic control devices will be charged at the current list price for replacement.*

#### **Water & Sanitary Sewer Resolutions**

Water and sanitary sewer fees are established in specific resolutions that are periodically updated and reissued. Water and sewer resolutions and fee information are available from the Public Works Department at (503) 338-5173.




## CITY OF ASTORIA

Founded 1811 • Incorporated 1856

### MEMORANDUM

**DATE:** January 26, 2018

**TO:** MAYOR AND CITY COUNCIL

**FROM:**  BRETT ESTES, CITY MANAGER

**SUBJECT:** AUTHORIZATION TO ENTER INTO A CONSULTING AGREEMENT  
FOR PROFESSIONAL AQUATIC SAFETY AND RISK  
MANAGEMENT SERVICES WITH ELLIS AND ASSOCIATES

### DISCUSSION/ANALYSIS

Since 2008, the City of Astoria has contracted with Ellis and Associates to provide lifeguard training and professional risk management services at the Astoria Aquatic Center. Contracting with Ellis and Associates for lifeguard training services, vigilance awareness training services, and unannounced audits have been heavily utilized and of value to the Astoria Aquatic Center. However, some of the professional risk management services provided through Ellis and Associates have been underutilized and are duplications of services already being provided through the City County Insurance Services. While investigating and discussing this duplication of services Ellis and Associates provided a flexible option, allowing the City to select specific services and adjusting their contracted services accordingly. Therefore, staff recommends continuing the contract with Ellis and Associates for lifeguard training services, vigilance awareness training, and the unannounced audit program.

As an Ellis and Associate client, our lifeguards are required to maintain "test" ready skills at all times. This is achieved through rigorous monthly training sessions that are required through the Ellis and Associates consulting agreement. This accountability helps to ensure that if an emergency should arise at our facility, certified lifeguards will be able to render aid both quickly and efficiently. Certifying our lifeguards through Ellis and Associates also provides a higher level of training as well as an element of accountability not required of lifeguards in any other lifeguard accreditation program. This is accomplished through the Vigilance Awareness Training, which was developed to teach lifeguards how to systematically scan and effectively manage zones of protection. Ellis and Associates is the only lifeguard training and certifying agency who has the "10/20" zone of protection standard. This standard helps to ensure that all patrons in the water will be recognized if they go into aquatic distress within 10 seconds

and a lifeguard will render aid within 20 seconds. Studies prove that if a person is in distress and the rescuer renders aid within the first 30 seconds, the likelihood of survival is much higher.

As an Ellis and Associates licensed client, our facility has received unannounced audits. During these audits the facility is graded on the following criteria: individual lifeguard observation, supervisor observation, vigilance awareness evaluation, simulated emergency observation, and a facility administration evaluation. These audits are very valuable to the City because they help identify areas for improvement and ensure management keeps practices in place to ensure lifeguards remain test ready and vigilant and that safety and training practices are integrated into routine facility operations. Under the proposed consulting agreement, the Astoria Aquatic center is required to submit to one unannounced audit annually. The previous contract required our facility to submit to quarterly unannounced audits. Staff has elected to pay for the service of receiving unannounced audits four times a year in the interest of keeping safety a top priority for our facility.

The City Attorney has reviewed and approved of this agreement as to form.

Fees for 2018 are as follows:

<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
Annual Authorized Provider Fee:	1	\$900	\$900
Audit Fee (4 audits annually):	4	\$1,000	\$4,000
Lifeguard Course Completion Kit	35*	\$55	\$1,925*
Lifeguard Course Completion Kit - Renewal	20*	\$45	\$900*
Lifeguard Instructor Training	1*	\$425	\$425*
Lifeguard Instructor Training – Renewal	2*	\$325	\$650*
Estimated Total			<b>\$8,800*</b>

*\*estimate of expected use*

### **RECOMMENDATION**

It is recommended that City Council enter into a Consulting Agreement for Professional Aquatic Safety and Risk Management Services with Ellis and Associates.

By: Angela Cosby  
Angela Cosby  
Director of Parks & Recreation

**CONSULTING AGREEMENT FOR PROFESSIONAL AQUATIC SAFETY  
AND RISK MANAGEMENT SERVICES**

**THIS CONSULTING AGREEMENT FOR PROFESSIONAL AQUATIC SAFETY AND RISK MANAGEMENT SERVICES** ("Agreement") made and entered into as of the day and year last written herein below, by and between the client named in the Client Schedule, located at the address stated on the Client Schedule ("Client"), and JEFF ELLIS & ASSOCIATES, INC., a Texas corporation, with corporate offices located at 3506 Spruce Park Circle, Kingwood, Harris County, Texas 77345-3033 ("Consultant").

**RECITALS:**

- A. Client owns and operates facilities that provide, amongst other things, aquatic activities.
- B. Consultant is in the business of providing a Lifeguard/Lifeguard Instructor Training Program and aquatic safety consulting related to aquatic activities.
- C. Client desires Consultant to provide the services to Client, as specifically set forth in this Agreement.

**NOW, THEREFORE**, for and in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, each intending to be legally bound, do hereby represent, warrant, covenant and agree as follows:

- 1. **RECITALS:** The foregoing recitals and Client Schedule are reaffirmed and made an integral part of this Agreement.
- 2. **CONSULTANT SERVICES:** The following services shall be performed by Consultant at the prices or fees as set forth in the attached Client Schedule:

(A) **INTERNATIONAL LIFEGUARD TRAINING PROGRAM™.** Consultant shall provide authorization to Client for purposes of training lifeguards in the International Lifeguard Training Program on an "as needed" basis which shall include the following:

- (i) Aquatic rescue technology;
- (ii) Victim identification training;
- (iii) Spinal injury management and extrication training for aquatic environments;
- (iv) Prevention/Scanning technology training;
- (v) Professional Lifeguard Development training;
- (vi) Consultant/Nationally Recognized Healthcare Provider CPR Training;
- (vii) Consultant/Nationally Recognized Lifeguard First Aid Training; and
- (viii) ILTP™ lifeguard credentials to be provided upon successful completion of training course for lifeguards employed at Client's facility.

(B) **INTERNATIONAL LIFEGUARD TRAINING PROGRAM INSTRUCTOR.** Consultant shall provide Instructor level training programs for the International Lifeguard Training Program on an "as needed" basis for Client's employees which shall include the following:

- (i) Teaching methodology which includes communication and presentation techniques;
- (ii) Rescue skills enhancement training to develop "Instructor level" quality for ILTP™ course demonstrations;
- (iii) ILTP™ course philosophy;
- (iv) Course management and administrative procedures;
- (v) Testing and evaluation procedures; and
- (vi) Aquatic Supervisor/Leadership Training

(C) **AQUATIC SAFETY OPERATIONAL AUDITS.** Consultant shall perform its aquatic safety operational audits regarding the aquatic facilities operated by Client. Each year Consultant shall perform the number of audits stated in the Client Status Notification for the fees specified in the Client Schedule. These audits shall

include video record and written documentation in support of evaluations rendered to Client regarding aquatic risk management issues and same shall be delivered to Client upon completion of the audit.

(D) ACCIDENT INVESTIGATION AND LITIGATION SUPPORT. In the event of the occurrence of a fatal or catastrophic accident or any other legal proceeding regarding aquatic safety issues arising involving Client, Consultant shall make its records and documentation of the safety and training standards available to Client.

(E) ADDITIONAL SERVICES AS REQUESTED. Consultant shall provide additional services as requested by Client for the prices as set forth on the attached Client Schedule ("Additional Services"). Consultant does not make any recommendation or endorsement as to Client's necessity to request any Additional Service. The providing of any Additional Service to Client shall be at the sole discretion and request of Client. Client shall be solely responsible for the selection(s) and timing of any Additional Services made by Client. Consultant shall provide the Additional Services within a reasonable time following Client's request.

(F) CONSULTANT'S INSURANCE. Consultant shall carry professional liability insurance coverage in the amount of at least two million dollars (\$2,000,000.00) and Workers Compensation coverage in the amount of one million dollars (\$1,000,000).

3. CLIENT'S RESPONSIBILITIES: Client's duties and responsibilities under this Agreement are as follows:

(A) Adhere to and comply with the International Lifeguard Training Program™ standard of care for lifeguarding, CPR, safety and emergency procedures;

(B) Consultant's Fees. Client shall pay Consultant the fees set forth in the Client Schedule in addition to the out-of-pocket costs and expenses stated in this Agreement. Client shall pay the Annual Retainer Fee, Audit Fees, Facility Inspection Fee, all remaining billed hourly fees, lifeguard/lifeguard instructor fees, other fees and/or costs and expenses on a NET 30 basis from date of invoice in accordance with the business practices of Consultant. All amounts owed and unpaid after 30 days will be assessed a \$100.00 late fee per invoice per month until paid in full.

4. TERM: The Term of this Agreement shall be as stated in the Client Schedule.

5. DEFAULT AND TERMINATION:

(A) Events of Default. Each of the following shall be an event of default ("Event of Default") under this Agreement for which the defaulting party shall be liable to the non-defaulting party for damages directly arising out of the default (the defaulting party shall not be liable for consequential or incidental damages of any kind whatsoever):

- (i) if Client fails to make any payment due under this Agreement within thirty (30) days from the date said payment is due;
- (ii) if either party shall default in the substantial performance of any term, covenant or condition of this Agreement (other than those relating to the payment of monies by Client) and the defaulting party fails to remedy such default within twenty-one (21) days after receipt of written notice from the non-defaulting party of such default, or if such default is of such nature that it cannot be reasonably remedied within said twenty-one (21) days (but is otherwise susceptible to cure), the defaulting party shall within said twenty-one (21) days advise the non-defaulting party of its intention to institute all steps necessary to remedy such default and thereafter diligently pursue to completion all such steps necessary to remedy such default;
- (iii) to the extent permitted by law, if either party admits, in writing, that it is generally unable to pay its debts as such become due;
- (iv) to the extent permitted by law, if either party makes an assignment for the benefit of creditors; and
- (v) to the extent permitted by law, if either party files a voluntary petition in bankruptcy, voluntarily or involuntarily goes into a liquidation, or a receiver is appointed with respect



to substantially all of its assets, and the foregoing are not stayed or dismissed within one hundred and fifty (150) days after such filing or other action.

(B) NOTICE OF EVENT OF DEFAULT. The foregoing events of default shall not become effective and actionable (i.e., become an “Event of Default”) until the non-defaulting party first sends written notice of same with sufficient detail regarding the nature of the default to the defaulting party and the defaulting party fails to cure said default within twenty-one (21) days from its receipt of said notice subject to the provisions of subparagraph 5(A)(ii) herein.

(C) TERMINATION.

(i) In the event this Agreement is terminated by operation of law or otherwise prior to the expiration of its Term (as defined in the Client Schedule), then, in that event, all finished documents, manuals, data, studies, surveys, drawings, maps, models and aquatic safety auditing reports prepared by Consultant under this Agreement shall remain the property of Client and Consultant shall be entitled to receive equitable compensation for any such finished and/or unfinished work and services provided up to the date of termination.

(ii) At the end of the Term of this Agreement, this Agreement shall terminate and all ILTP lifeguard licenses shall become void and any inventory will remain the property of Consultant and shall be immediately returned by Client to Consultant.

6. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION:

(A) CONFIDENTIAL INFORMATION. For purposes of this Agreement, “Confidential Information” shall include all information or material that has or could have commercial value or other utility in the business or prospective business of Consultant and Client. Confidential Information also includes all information of which unauthorized disclosure could be detrimental to the interest of Consultant whether or not such information is identified as Confidential Information by Consultant. By example and without limitation, Confidential Information includes, but is not limited to, any and all information of the following or similar nature, whether or not reduced to writing: the Risk Management Resource Guide and documents, client memos, newsletters, manuals, financial information, contracts, data, studies, surveys, drawings, maps, models, ILTP<sup>TM</sup>, lifeguard licenses and aquatic safety auditing reports prepared by Consultant under this Agreement, and any other information or procedures that are treated as or designated secret or confidential by Consultant and Client.

(B) EXCLUSIONS. Confidential Information does not include information that Consultant or Client can demonstrate: (i) is now, or hereafter becomes, through no act on the part of Client, generally known to the public; (ii) is rightfully obtained by Consultant or Client from a third party, without breach of any obligation to Client or Consultant, respectively; or (iii) is independently developed by Consultant or Client without use of or reference to the Confidential Information.

(C) CONFIDENTIALITY. Client, Consultant and their representatives shall not disclose any of the Confidential Information in any manner whatsoever, except as provided in paragraphs 6(D) and 6(E) of this Agreement, and shall hold and maintain the Confidential Information in strictest confidence. Consultant and Client hereby agree to indemnify and hold harmless the other party against any and all losses, damages, claims, expenses, and attorney’s fees, including those for appeals, incurred or suffered by the other party as a result of a breach of this Agreement by Client, Consultant or their representatives.

(D) PERMITTED DISCLOSURES. Consultant and Client may disclose Confidential Information to responsible representatives and employees with a bona fide need to know such Confidential Information to the extent necessary to perform their employment responsibilities.

(E) REQUIRED DISCLOSURES. Consultant and Client may disclose Confidential Information if and to the extent that such disclosure is required by court order, provided that a reasonable opportunity is given to review the disclosure before it is made and to interpose any objection to the disclosure.

(F) USE. Client, Consultant and their representatives shall use the Confidential Information solely for the purpose of operating under this Agreement as it applies to the operation of Client's business and shall not in any way use the Confidential Information to the detriment of the other party. Nothing in this Agreement shall be construed as granting any rights to the other party, by license or otherwise, to any of the other party's Confidential Information.

7. **MISCELLANEOUS:**

(A) GOVERNING LAW AND VENUE. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas, both substantive and remedial, without regard to principals of conflict of laws. The exclusive venue for any litigation arising out of this Agreement shall be, Clatsop County, Oregon, if in the state court, and the United States District Court, District of Oregon, if in the federal court.

(B) CAPTIONS AND PARAGRAPHS. Captions and paragraph headings in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement nor the intent of any provision hereof.

(C) ENTIRE AGREEMENT; AMENDMENT; WAIVER. This Agreement and any attachments hereto, if any, contain the entire agreement between the parties. There are no promises, agreements, conditions, undertakings, warranties, or representations, oral or written, express or implied, between the parties other than as herein set forth. No amendment or modification of this Agreement shall be valid unless the same is in writing and signed by the parties hereto. No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted and any such written waiver shall only be applicable to the specific instance to which it related and shall not be deemed to be a continuing or future waiver.

(D) SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written and enforced as so limited.

(E) NOTICES. All notices, requests, demands, or other communications hereunder shall be in writing and deemed to have been given only if and when hand delivered or sent by nationally recognized overnight courier service (e.g., Federal Express, UPS) to the parties hereto at their respective addresses set forth at the outset of this Agreement or such other address as either party shall designate by notice pursuant to this paragraph. Copies of all notices, requests, demands or other communications hereunder to Consultant shall also be sent to Consultant's counsel: Patrick N. Smith, Bush & Ramirez, PLLC, 5615 Kirby Dr., Suite 900, Houston, Texas 77005.

(F) CLIENT. The term "Client" shall mean the entity named in this Agreement and shall also include its officers, directors, employees, agents, representatives and the like.

(G) INDEPENDENT CONTRACTOR. Consultant, in performing its functions, duties and obligations herein, shall at all times be and act as an independent contractor. Nothing in this Agreement shall be construed as creating a partnership or joint venture between Client and Consultant, or as constituting Consultant as an agent or employee of Client.

8. **NO THIRD-PARTY BENEFICIARIES:** The terms, duties and conditions imposed by this Agreement are intended to be applicable solely to the parties to this Agreement. It is not the intent of the parties to create any third-party beneficiaries to this Agreement. Nothing contained in this Agreement shall be deemed or interpreted to constitute the creation of a partnership, agency, joint venture or joint enterprise, nor shall either party have any authority to bind the other. Neither party shall suggest, imply, or hold itself out as having any affiliation or authority as an agent, partner, affiliate, or associate of the other. The parties agree to take any and all reasonable measures necessary to ensure compliance with the provisions in this paragraph with respect to any such third parties.

9. **INDEMNITY:**

**(A) INDEMNITY BY CLIENT: TO THE FULLEST EXTENT PERMITTED BY LAW AND AS A CONDITION TO CONSULTANT ENTERING INTO THIS AGREEMENT, CLIENT**

SHALL INDEMNIFY CONSULTANT, ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AFFILIATES, SUBSIDIARIES, PARTNERS, SERVANTS, AND REPRESENTATIVES, FROM AND AGAINST ALL CLAIMS, INCLUDING CLAIMS FOR PROPERTY DAMAGE, BODILY INJURY OR DEATH, ARISING FROM OR ALLEGED TO ARISE, DIRECTLY OR INDIRECTLY, FROM THE NEGLIGENCE, FAULT, INTENTIONAL ACTS, BREACHES OF CONTRACT OR BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE, BY CLIENT OR ITS AGENTS, EMPLOYEES OR ANYONE FOR WHOSE ACTS OR OMISSIONS CLIENT MAY BE LIABLE, BUT ONLY FOR THE PERCENTAGE OF RESPONSIBILITY CLIENT OR ITS AGENTS, EMPLOYEES OR ANYONE FOR WHOSE ACTS OR OMISSIONS CLIENT MAY BE LIABLE CAUSED OR CONTRIBUTED TO CAUSE IN ANY WAY.

**(B) INDEMNITY BY CONSULTANT:** TO THE FULLEST EXTENT PERMITTED BY LAW AND AS A CONDITION TO CLIENT ENTERING INTO THIS AGREEMENT, CONSULTANT SHALL INDEMNIFY CLIENT, ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AFFILIATES, SUBSIDIARIES, PARTNERS, SERVANTS, AND REPRESENTATIVES, FROM AND AGAINST ALL CLAIMS, INCLUDING CLAIMS FOR PROPERTY DAMAGE, BODILY INJURY OR DEATH, ARISING FROM OR ALLEGED TO ARISE, DIRECTLY OR INDIRECTLY, FROM THE NEGLIGENCE, FAULT, INTENTIONAL ACTS, BREACHES OF CONTRACT OR BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE, BY CONSULTANT OR ITS AGENTS, EMPLOYEES OR ANYONE FOR WHOSE ACTS OR OMISSIONS CONSULTANT MAY BE LIABLE, BUT ONLY FOR THE PERCENTAGE OF RESPONSIBILITY THAT CONSULTANT OR ITS AGENTS, EMPLOYEES OR ANYONE FOR WHOSE ACTS OR OMISSIONS CONSULTANT MAY BE LIABLE CAUSED OR CONTRIBUTED TO CAUSE IN ANY WAY.

10. **DISCLAIMER OF WARRANTIES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CONSULTANT PROVIDES ITS SERVICES PURSUANT TO THIS AGREEMENT “AS IS”, “WITH ALL FAULTS” AND HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY (IF ANY) IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY OR COMPLETENESS OF RESPONSES, OF RESULTS, OF WORKMANLIKE EFFORT, AND LACK OF NEGLIGENCE, ALL WITH REGARD TO IT SERVICES PURSUANT TO THIS AGREEMENT. “THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE THEREOF.”

11. **CLIENT AUTHORITY TO ACT:** By signing below, Client’s representative acknowledges and agrees that he/she has read and fully understood all terms and conditions of this agreement, and that he/she has full legal authority to act on behalf of and to hereby legally bind the Client to all of the terms and conditions contained herein.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year last written herein below.

CLIENT

\_\_\_\_\_,  
a \_\_\_\_\_ corporation

By: \_\_\_\_\_

Date: \_\_\_\_\_, \_\_\_\_\_.

CONSULTANT

JEFF ELLIS & ASSOCIATES, INC.,  
a Texas corporation

By:   
RICHARD A. CARROLL, Senior Vice President/COO

Date: \_\_\_\_\_, \_\_\_\_\_.



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

January 29, 2018

**MEMORANDUM**

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: **ODOT COOPERATIVE ASSISTANCE AGREEMENT**

**BACKGROUND**

Local public works agencies in Oregon are invited to become parties to the Oregon Public Works Emergency Response Cooperative Assistance Agreement. ODOT and many local public works agencies are already parties to the agreement. The agreement enables public works agencies to support each other during an emergency, provides the mechanism for immediate response to the requesting agency when the responding agency determines it can provide the needed resources and expertise and sets up the documentation needed to seek maximum reimbursement possible from appropriate federal agencies.

Public works agencies in Oregon may sign the agreement, or cancel their participation as they wish by giving written notice. ODOT maintains the list of all parties to the agreement and sends an updates list to all parties. The City had been a member in the past.

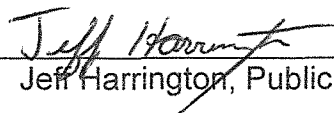
Staff believes that becoming a member will provide numerous benefits to our community. During an emergency the program provides a very efficient way of coordinating with other members to expedite response and arrival of aid to recover quickly from the disaster. It also reduces administrative conflict, and provides access to specialized and vital resources. This agreement along with the existing ORWARN (Oregon Water/Wastewater Agency Response Network) and MORE (Managing Oregon Resources Efficiently) agreements help provide the assistance the City will need or can offer during an emergency.

A list of the participating agencies and the agreement are attached to this memo. The City Attorney has reviewed the agreement and approves it as to form.

**RECOMMENDATION**

It is recommended that City Council approve the ODOT Cooperative Assistance Agreement.

Submitted By



Jeff Harrington, Public Works Director

Oregon Public Works Emergency Response Cooperative Assistance  
Agreement Members

Department of Agriculture	All Counties
Oregon Department of Transportation	All Counties
Oregon Parks & Recreation	All Counties
Baker County	Baker County
City of Baker	Baker County
City of Haines	Baker County
City of Halfway	Baker County
City of Huntington	Baker County
Benton County	Benton County
City of Adair Village	Benton County
City of Corvallis	Benton County
City of Monroe	Benton County
City of Philomath	Benton County
City of Canby	Clackamas County
City of Damascus	Clackamas County
City of Estacada	Clackamas County
City of Gladstone	Clackamas County
City of Happy Valley	Clackamas County
City of Johnson City	Clackamas County
City of Lake Oswego	Clackamas County
City of Milwaukie	Clackamas County
City of Molalla	Clackamas County
City of Oregon City	Clackamas County
City of Sandy	Clackamas County
City of West Linn	Clackamas County
City of Wilsonville	Clackamas County
Clackamas County	Clackamas County
City of Astoria	Clatsop County
City of Cannon Beach	Clatsop County
City of Gearhart	Clatsop County
City of Seaside	Clatsop County
City of Warrenton	Clatsop County
Clatsop County	Clatsop County
City of Clatskanie	Columbia County
City of Columbia City	Columbia County
City of Rainier	Columbia County
City of St. Helens	Columbia County

Oregon Public Works Emergency Response Cooperative Assistance  
Agreement Members

City of Vernonia	Columbia County
Columbia County	Columbia County
City of Bandon	Coos County
City of Coos Bay	Coos County
City of Coquille	Coos County
City of Lakeside	Coos County
City of Myrtle Point	Coos County
City of North Bend	Coos County
City of Powers	Coos County
Coos Bay-North Bend Water Board	Coos County
Coos County	Coos County
City of Prineville	Crook County
Crook County	Crook County
City of Brookings	Curry County
City of Gold Beach	Curry County
Curry County	Curry County
City of Bend	Deschutes County
City of Redmond	Deschutes County
City of Sisters	Deschutes County
Deschutes County	Deschutes County
City of Canyonville	Douglas County
City of Drain	Douglas County
City of Elkton	Douglas County
City of Glendale	Douglas County
City of Myrtle Creek	Douglas County
City of Oakland	Douglas County
City of Reedsport	Douglas County
City of Riddle	Douglas County
City of Roseburg	Douglas County
City of Winston	Douglas County
City of Yoncalla	Douglas County
Douglas County	Douglas County
City of Arlington	Gilliam County
City of Condon	Gilliam County
Gilliam County	Gilliam County

Oregon Public Works Emergency Response Cooperative Assistance  
Agreement Members

City of Dayville	Grant County
City of John Day	Grant County
City of Long Creek	Grant County
City of Prairie City	Grant County
City of Seneca	Grant County
Grant County	Grant County
Town of Canyon City	Grant County
City of Burns	Harney County
City of Hines	Harney County
Harney County	Harney County
City of Cascade Locks	Hood River County
City of Hood River	Hood River County
Hood River County	Hood River County
City of Central Point	Jackson County
City of Gold Hill	Jackson County
City of Jacksonville	Jackson County
City of Medford	Jackson County
City of Phoenix	Jackson County
City of Rogue River	Jackson County
City of Shady Cove	Jackson County
City of Talent	Jackson County
Jackson County	Jackson County
City of Culver	Jefferson County
City of Madras	Jefferson County
City of Metolius	Jefferson County
Jefferson County	Jefferson County
City of Cave Junction	Josephine County
City of Grants Pass	Josephine County
Josephine County	Josephine County
City of Klamath Falls	Klamath County
Klamath County	Klamath County
Lake County	Lake County
Town of Lakeview	Lake County
City of Coburg	Lane County
City of Cottage Grove	Lane County
City of Creswell	Lane County



Oregon Public Works Emergency Response Cooperative Assistance  
Agreement Members

City of Dunes City	Lane County
City of Eugene	Lane County
City of Florence	Lane County
City of Junction City	Lane County
City of Oakridge	Lane County
City of Springfield	Lane County
City of Veneta	Lane County
City of Westfir	Lane County
Lane County	Lane County
University of Oregon	Lane County
City of Depoe Bay	Lincoln County
City of Lincoln City	Lincoln County
City of Siletz	Lincoln County
City of Toledo	Lincoln County
City of Waldport	Lincoln County
City of Yachats	Lincoln County
Lincoln County	Lincoln County
City of Albany	Linn and Benton County
City of Brownsville	Linn County
City of Halsey	Linn County
City of Harrisburg	Linn County
City of Lebanon	Linn County
City of Lyons	Linn County
City of Scio	Linn County
City of Sweet Home	Linn County
Linn County	Linn County
City of Adrian	Malheur County
City of Jordan Valley	Malheur County
City of Nyssa	Malheur County
City of Ontario	Malheur County
City of Vale	Malheur County
Malheur County	Malheur County
City of Aumsville	Marion County
City of Aurora	Marion County
City of Detroit	Marion County
City of Donald	Marion County
City of Gates	Marion County
City of Gervais	Marion County
City of Hubbard	Marion County

Oregon Public Works Emergency Response Cooperative Assistance  
Agreement Members

City of Keizer	Marion County
City of Silverton	Marion County
City of Stayton	Marion County
City of Sublimity	Marion County
City of Turner	Marion County
Marion County	Marion County
City of Salem	Marion County / Polk County
City of Idanha	Marion/Linn County
City of Mill City	Marion/Linn County
City of Boardman	Morrow County
City of Heppner	Morrow County
City of Ione	Morrow County
City of Irrigon	Morrow County
Morrow County	Morrow County
Town of Lexington	Morrow County
City of Fairview	Multnomah County
City of Gresham	Multnomah County
City of Portland	Multnomah County
City of Troutdale	Multnomah County
City of Wood Village	Multnomah County
Multnomah County	Multnomah County
Multnomah County Drainage District	Multnomah County
City of Dallas	Polk County
City of Falls City	Polk County
City of Independence	Polk County
City of Monmouth	Polk County
Polk County	Polk County
City of Moro	Sherman County
City of Wasco	Sherman County
City of Bay City	Tillamook County
City of Garibaldi	Tillamook County
City of Manzanita	Tillamook County
City of Nehalem	Tillamook County
Tillamook County	Tillamook County
City of Adams	Umatilla County
City of Athena	Umatilla County
City of Echo	Umatilla County

Oregon Public Works Emergency Response Cooperative Assistance  
Agreement Members

City of Helix	Umatilla County
City of Hermiston	Umatilla County
City of Milton-Freewater	Umatilla County
City of Pendleton	Umatilla County
City of Pilot Rock	Umatilla County
City of Stanfield	Umatilla County
City of Umatilla	Umatilla County
Umatilla County	Umatilla County
City of Cove	Union County
City of Elgin	Union County
City of Imbler	Union County
City of Island City	Union County
City of Union	Union County
Island City Area Sanitation District	Union County
Union County	Union County
City of Enterprise	Wallowa County
City of Joseph	Wallowa County
Wallowa County	Wallowa County
City of Dufur	Wasco County
City of Maupin	Wasco County
City of Mosier	Wasco County
City of Shaniko	Wasco County
City of The Dalles	Wasco County
Wasco County	Wasco County
City of Banks	Washington County
City of Cornelius	Washington County
City of Durham	Washington County
City of Gaston	Washington County
City of Hillsboro	Washington County
City of North Plains	Washington County
City of Sherwood	Washington County
City of Tigard	Washington County
Washington County	Washington County
City of Fossil	Wheeler County
City of Mitchell	Wheeler County
City of Spray	Wheeler County
Wheeler County	Wheeler County

Oregon Public Works Emergency Response Cooperative Assistance  
Agreement Members

City of Amity	Yamhill County
City of Carlton	Yamhill County
City of Dayton	Yamhill County
City of Lafayette	Yamhill County
City of McMinnville	Yamhill County
City of Newberg	Yamhill County
City of Sheridan	Yamhill County
City of Willamina	Yamhill County
City of Yamhill	Yamhill County
Yamhill County	Yamhill County

## OREGON PUBLIC WORKS EMERGENCY RESPONSE COOPERATIVE ASSISTANCE AGREEMENT

THIS AGREEMENT is between the government agencies (local, county, or state) that have executed the Agreement, as indicated by the signatures at the end of this document.

### WITNESSETH:

WHEREAS, parties to this agreement are responsible for the construction and maintenance of public facilities such as street, road, highway, sewer, water, and related systems during routine and emergency conditions; and

WHEREAS, each of the parties owns and maintains equipment, and employs personnel who are trained to provide service in the construction and maintenance of street, road, highway, sewer, water, and related systems and other support;

WHEREAS, in the event of a major emergency or disaster as defined in ORS 40 1.025 (5), the parties who have executed this Agreement may need assistance to provide supplemental personnel, equipment, or other support; and

WHEREAS, the parties have the necessary personnel and equipment to provide such services in the event of an emergency; and

WHEREAS, it is necessary and desirable that this Agreement be executed for the exchange of mutual assistance, with the intent to supplement not supplant agency personnel;

WHEREAS, an Agreement would help provide documentation needed to seek the maximum reimbursement possible from appropriate federal agencies during emergencies;

WHEREAS, ORS Chapter 402.010 provides for Cooperative Assistance Agreement among public and private agencies for reciprocal emergency aid and resources; and

WHEREAS, ORS Chapter 190 provides for intergovernmental agreements and the apportionment among the parties of the responsibility for providing funds to pay for expenses incurred in the performance of the agreed upon functions or activities;

NOW THEREFORE, the parties agree as follows:

### 1. Request

If confronted with an emergency situation requiring personnel, equipment or material not available to it, the requesting party (Requestor) may request assistance from any of the other parties who have executed this Agreement.

### 2. Response

Upon receipt of such request, the party receiving the request (Responder) shall immediately take the following action:

- A. Determine whether it has the personnel, equipment, or material available to respond to the request.
- B. Determine what available personnel and equipment should be dispatched and/or what material should be supplied.
- C. Dispatch available and appropriate personnel and equipment to the location designated by the Requestor.
- D. Provide appropriate access to the available material.
- E. Advise the Requestor immediately in the event all or some of the requested personnel, equipment, or material is not available.

NOTE: It is understood that the integrity of dedicated funds needs to be protected. Therefore, agencies funded with road funds are limited to providing services for road activities, sewer funds are limited to providing services for sewer activities and so on.

### 3. Incident Commander

The Incident Commander of the emergency shall be designated by the Requestor, and shall be in overall command of the operations under whom the personnel and equipment of the Responder shall serve. The personnel and equipment of the Responder shall be under the immediate control of a supervisor of the Responder. If the Incident Commander specifically requests a supervisor of the Responder to assume command, the Incident Commander shall not, by relinquishing command, relieve the Requestor of responsibility for the incident.

#### 4. Documentation

Documentation of hours worked, and equipment or materials used or provided will be maintained on a shift by shift basis by the Responder, and provided to the Requestor as needed.

#### 5. Release of Personnel and Equipment

All personnel, equipment, and unused material provided under this Agreement shall be returned to the Responder upon release by the Requestor, or on demand by the Responder.

#### 6. Compensation

It is hereby understood that the Responder will be reimbursed (e.g. labor, equipment, materials and other related expenses as applicable, including loss or damage to equipment) at its adopted usual and customary rates. Compensation may include:

- A. Compensation for workers at the Responder's current pay structure, including call back, overtime, and benefits.
- B. Compensation for equipment at Responder's established rental rate.
- C. Compensation for materials, at Responder's cost. Materials may be replaced at Requestor's discretion in lieu of cash payment upon approval by the Responder for such replacement.
- D. Without prejudice to a Responder's right to indemnification under Section 7.A. herein, compensation for damages to equipment occurring during the emergency incident shall be paid by the Requestor, subject to the following limitations:
  - 1) Maximum liability shall not **exceed** the cost of repair or cost of replacement, whichever is less.
  - 2) No compensation will be paid for equipment damage or loss attributable to natural disasters or acts of God not related to the emergency incident.
  - 3) To the extent of any payment under this section, Requestor will have the right of subrogation for all claims against parties other than parties to this agreement who may be responsible in whole or in part for damage to the equipment.

- 4) Requestor shall not be liable for damage caused by the neglect of the Responder's operators.

Within 30 days after presentation of bills by Responder entitled to compensation under this section, Requestor will either pay or make mutually acceptable arrangements for payment.

#### 7. Indemnification

This provision applies to all parties only when a Requestor requests and a Responder provides personnel, equipment, or material under the terms of this Agreement. A Responder's act of withdrawing personnel, equipment, or material provided is not considered a party's activity under this Agreement for purposes of this provision.

To the extent permitted by Article XI of the Oregon Constitution and by the Oregon Tort Claims Act, each party shall indemnify, within the limits of the Tort Claims Act, the other parties against liability for damage to life or property arising from the indemnifying party's own activities under this Agreement, provided that a party will not be required to indemnify another party for any such liability arising out of the wrongful acts of employees or agents of that other party.

#### 8. Workers Compensation Withholdings and Employer Liability

Each party shall remain fully responsible as employer for all taxes, assessments, fees, premiums, wages, withholdings, workers compensation and other direct and indirect compensation, benefits, and related obligations with respect to its own employees. Likewise, each party shall insure, self-insure, or both, its own employees as required by Oregon Revised Statutes.

#### 9. Pre-Incident Plans

The parties may develop pre-incident plans for the type and locations of problem areas where emergency assistance may be needed, the types of personnel and equipment to be dispatched, and the training to be conducted to ensure efficient operations. Such plans shall take into consideration the proper protection by the Responder of its own geographical area.

#### 10. The Agreement

- A. It is understood that all parties may not execute this Agreement at the same time. It is the intention of the parties that any governmental entity in the State of Oregon may enter into this Agreement and that all parties who execute this Agreement will be



considered to be equal parties to the Agreement. The individual parties to this Agreement may be "Requestor" or "Responder's" as referred to in Section 1. and 2. above, to all others who have entered this Agreement.

- B. The Oregon Department of Transportation (ODOT) Maintenance and Operations Branch shall maintain the master copy of this Agreement, including a list of all those governmental entities that have executed this Cooperative Assistance Agreement. ODOT will make the list of participants available to any entity that has signed the Agreement. Whenever an entity executes the agreement, ODOT shall notify all others who have executed the Agreement of the new participant. Except as specifically provided in this paragraph, ODOT has no obligations to give notice nor does it have any other or additional obligations than any other party.
- C. This Agreement shall be effective upon approval by two or more parties and shall remain in effect as to a specific party for five years after the date that party executes this Agreement unless sooner terminated as provided in this paragraph. Any party may terminate its participation in this Agreement prior to expiration as follows:
  - 1) Written notice of intent to terminate this Agreement must be given to all other parties on the master list of parties at least 30 days prior to termination date. This notice shall automatically terminate the Agreement as to the terminating party on the date set out in the notice unless rescinded by that party in writing prior to that date.
  - 2) Termination will not affect a party's obligations for payment arising prior to the termination of this Agreement.

#### 11. Non-exclusive

This Agreement is not intended to be exclusive among the parties. Any party may enter into separate cooperative assistance or mutual aid agreements with any other entity. No such separate Agreement shall terminate any responsibility under this Agreement.

#### 12. Parties to This Agreement

Participants in this Agreement are indicated on the following pages, one party per page.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement for Public Works Cooperative Assistance to be executed by duly authorized representatives as of the date of their signatures.

STATE OF OREGON  
DEPARTMENT OF TRANSPORTATION

A handwritten signature in cursive script, appearing to read "Luci Moore", written in dark ink.

April 27, 2016

---

Luci Moore  
Statewide Maintenance Engineer

Date

IN WITNESS WHEREOF, the parties hereto have caused this Agreement for Public Works Cooperative Assistance to be executed by duly authorized representatives as of the date of their signatures.

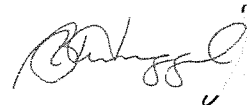
\_\_\_\_\_  
Agency

\_\_\_\_\_  
County, Oregon

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

Approved as to form:

 Digitally signed by  
com.apple.idms.appleid.prd.49317566476d4a386  
77541144546f59324e744d354e773d3d  
DN:  
com.apple.idms.appleid.prd.49317566476d4a  
386773d44546f59324e744d354e773d3d  
Date: 2018.01.24 13:27:42 -08'00'

**Designated Primary Contact:**

Office:

Contact:

Phone Number:

**Emergency 24 Hour Phone Number:**

**Fax Number:**


**E-mail address (if available):**



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

January 26, 2018

**MEMORANDUM**

TO: MAYOR AND CITY COUNCIL  
FROM:  BRETT ESTES, CITY MANAGER  
SUBJECT: **IGA FOR FIELD & LABORATORY SERVICES**

**BACKGROUND**

The Astoria Public Works Department has historically had an agreement with the City of Portland to provide testing services for some of our specialized State required wastewater compliance testing. Testing includes metals testing two times per year for the Wastewater Treatment Plant and once per year for the first flush storm water testing for fuel/oil etc. The storm water testing is voluntary and is a proactive approach towards monitoring our potential contamination into the Columbia River and Youngs Bay through our storm water system. So far, we are seeing very low levels of contaminants. The total cost of the annual testing is approximately \$3,000. We've had an Intergovernmental Agreement (IGA) with the City of Portland since 2004. This is the renewal of the existing agreement.

The City Attorney has reviewed the agreement and approves it as to form.

**RECOMMENDATION**

It is recommended that City Council approve the IGA with the City of Portland for Field & Laboratory Services.

Submitted By   
Jeff Harrington, Public Works Director

INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF PORTLAND AND THE CITY OF ASTORIA FOR  
FIELD AND LABORATORY ANALYTICAL SERVICES

This agreement is by and between City of Astoria (“Agency”) and the City of Portland, Oregon (“Portland”) and is authorized by ORS 190.010 and Ordinance No. 185430.

**RECITALS**

- A. The goal of this Intergovernmental Agreement (“this IGA”) is to provide services for Agency by Portland.
- B. The purpose of this IGA is to detail the responsibilities, compensation and services to be provided by each party.

**TERMS**

1. **SCOPE OF PORTLAND’S SERVICES**

- a. Portland will provide services to Agency as described on the scope of work attached hereto as Exhibit A and will invoice Agency therefor in accordance with the fee schedule attached hereto as Exhibit B.
- b. Portland may modify Exhibit A as needed upon written approval by Agency. Portland will notify Agency of changes in Exhibit B in writing no less than two months before implementation.
- c. On an annual basis, if appropriate under the circumstances and upon written agreement by the parties, Agency and Portland will amend Exhibit A for services to be performed in the next fiscal year.

2. **COMPENSATION**

Agency will reimburse Portland for services performed and will do so in accordance with Section 4 of this IGA.

### 3. EFFECTIVE DATE

This IGA is effective as of the date it is signed by all parties (“the Effective Date”) and will be reviewed by both parties every five years from the Effective Date to ensure all terms are still appropriate.

### 4. INVOICE AND PAYMENT PROCEDURE

Within 30 days of performing services for Agency, Portland’s project manager will submit to Agency a detailed invoice. Portland will furnish Agency such statements or reports of expenditures as may be needed to satisfy Agency’s fiscal requirements.

Agency will make payments to the order of “City of Portland” within 30 days of being invoiced and will mail them to:

City of Portland  
Accounting Division, Office of Finance and Administration  
Accounts Receivable  
1120 SW Fifth Avenue, Room 1250  
Portland, OR 97204

### 5. EARLY TERMINATION OF AGREEMENT

- A. Portland and Agency may modify, amend, or terminate this IGA at any time by mutual written agreement.
- B. Either Portland or Agency may terminate this IGA in the event of a breach of the IGA by the other. Prior to such termination, however, the non-breaching party will give to the breaching party written notice of the breach and of the non-breaching party’s intent to terminate. If the breaching party has not cured the breach within thirty days of the notice, then the non-breaching party may terminate the IGA at any time thereafter by giving a written notice of termination.
- C. Either Portland or Agency may terminate this IGA if Portland’s Water Pollution Control Laboratory is rendered inoperable.
- D. Either Portland or Agency may terminate this IGA for convenience on 60 days’ prior written notice of intent to terminate.

### 6. FUNDS

Portland and Agency certify that sufficient funds are available for the current fiscal year of this IGA and that both Portland and Agency are authorized to spend funds to cover the costs associated with this IGA. Both Portland and Agency will use their best efforts to urge appropriation of funds to cover the costs of this IGA in the ensuing fiscal years. If funds for this IGA are not appropriated for any fiscal year, the party whose budget does

not include funds to cover the costs of the IGA will notify the other party in writing of such non-appropriation in a timely manner.

## 7. INDEMNIFICATION

To the extent allowed under the Oregon Constitution and the Oregon Tort Claims Act, Agency will indemnify, defend, and hold Portland harmless from and against all claims arising from the performance of Portland's services under this IGA, except to the extent that such claims arise from the negligence of Portland or its employees, agents, or contractors. To the extent allowed under the Oregon Constitution and the Oregon Tort Claims Act, Portland will indemnify, defend, and hold Agency harmless from and against all claims arising from the performance of Agency under this IGA, except to the extent that such claims arise from the negligence of Agency or its employees, agents, or contractors.

### CITY OF PORTLAND

By: \_\_\_\_\_  
Mike Jordan, Director

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

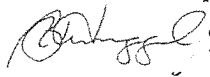
### CITY OF ASTORIA

By: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

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

APPROVED as to form:

By: \_\_\_\_\_  
City Attorney's Office

By:  \_\_\_\_\_  
City Attorney's Office

Digitally signed by  
com.apple.idms.appleid.prd.49317566476642186775414  
4546F59324e744d154e773d3d  
Not  
com.apple.idms.appleid.prd.49317566476642186775  
4146F59324e744d154e773d3d  
Date: 2018.01.24 13:30:16 -0800

Exhibits:

Exhibit A – Scope of Work  
Exhibit B – Fee Schedule

Exhibit A  
Scope of Work  
IGA for Field and Laboratory Analytical Services  
Portland and City of St Helens ("Agency")

1. Portland will provide the following services to Agency:
  - a. Laboratory Analysis
2. Portland will provide Agency with all necessary sample bottles, ice-chests, and chain-of-custody documents.
3. Portland will provide a 14-day turn-around time on all sample analyses results, except in the event of delay caused by conditions beyond Portland's reasonable control. In the event of delay, Portland will promptly notify Agency of the delay and provide an estimated time for turn-around of the delayed sample analyses.
4. Portland will provide data reports listing the analytical results, detection limits, methods used and routine quality assurance/quality control documentation as requested.



# WPCL Budget Worksheet FY 2017-18



Environmental Investigations Division  
City of Portland  
Bureau of Environmental Services



Date:

## Auto Totals

Project Name:

LAB

\$0.00

Contact Name & Phone #:

FO

\$0.00

Cost Center & WBS Number:

TOTAL

\$0.00

Is this an existing monitoring project (Yes or No)?

## Monitoring Summary & Design

Brief Monitoring Project Description and Reason (Issue or requirement to be addressed)

### Water

Expected # of sites:

Grab:

Expected # of events per year:

Composite:

Expected # of sites:

### Solid

Grab:

Expected # of events per year:

Composite:

### Temporary Flow Monitoring:

### Continuous Field Constituents:

### Continuous Temperature:

Describe Monitoring Approach and Methods:

### Time Frame (Check One)

FY 2016-17 Only:

Desired Season:

On-going Monitoring Project:

Expected End Date:

**FILL SHADED CELLS ONLY - BUDGET FOR FY 2017-18 ONLY**

For EID Use Only:

EID#:

EID Project Name:

**EXHIBIT B****DO NOT ALTER THIS SHEET BY ADDING OR DELETING COLUMNS OR ROWS****I. General Chemistry**

Analysis	Matrix	Method	FY 2017-18 Rate (\$)	No. of Tests	WPCL FY 2017-18 Cost (\$)	Outside FY 2017-18 Cost (\$)
Alkalinity	Water	SM 2320B	32.00		-	
Ammonia-Nitrogen	Water	EPA 350.1	37.00		-	
BOD, 5-day	Water	SM 5210B	69.00		-	
Bromide	Water	EPA 300.0	31.00		-	
Chloride	Water	EPA 300.0	31.00		-	
Chlorine, Residual <sup>1</sup>	Water	SM 4500-CL D	30.00		-	
Chlorophyll a	Water	SM 10200 H	69.00		-	
COD	Water	SM 5220 D	55.00		-	
Conductivity	Water	SM 2510B	29.00		-	
Cyanide, Total	Water	SM 4500-CN E	72.00		-	
Flash Point, Closed Cup	Water	ASTM D93-66	56.00		-	
Fluoride	Water	EPA 300.0	31.00		-	
Grain Size	Solid	ASTM D422	100.00		X	-
Hardness	Water	SM 2340 B	33.00		-	
Nitrate-Nitrogen	Water	EPA 300.0	31.00		-	
Nitrite-Nitrogen	Water	EPA 353.2	37.00		-	
Oil & Grease, Total <sup>1</sup>	Water	EPA 1664	85.00		-	
Oil & Grease, Non Polar <sup>1</sup>	Water	EPA 1664	93.00		-	
pH	Water	SM 4500-H+B	24.00		-	
pH	Solid	EPA 9045B	35.00		-	
Phosphorus, ortho-Phosphate	Water	EPA 365.1	37.00		-	
Phosphorus, Total	Water	EPA 365.4	58.00		-	
Solids, Dissolved	Water	SM 2540BD	31.00		-	
Solids, Fixed <sup>2</sup>	Water/solid	SM 2540 E	0.00		-	
Solids, Total	Water/solid	SM 2540B	31.00		-	
Solids, Total Suspended	Water	SM 2540D	31.00		-	
Solids, Volatile	Water/Solid	SM 2540E/G	31.00		-	
Sulfate	Water	EPA 300.0	31.00		-	
Sulfide	Water	SM 4500-S D	38.00		-	
Surfactants, MBAS	Water	SM 5540 C	80.00		-	
TKN	Water/solid	EPA 351.2	58.00		-	
Turbidity	Water	SM 2130 B	16.00		-	
Volatile Acids	Water	SM 5560	60.00		-	

<sup>1</sup> Grab sample collection only, all other analyses can be collected as either grab or composite samples<sup>2</sup> Fixed solids derived from Volatile Solids and Total Solids

For EID Use Only:

EID#:

EID Project Name:

## EXHIBIT B

### II. Metals

Analysis	Matrix	Method	FY 2017-18 Rate (\$)	No. of Tests	WPCL FY 2017-18 Cost (\$)	Outside FY 2017-18 Cost (\$)
(Al, Sb, As, Ba, Be, B, Cd, Co, Cr, Cu, Fe, Pb, Mg, Mn, Mo, Ni, K, Se, Ag, Sn, Ti, Tl, Zn) Please list desired metals in space provided below.						
<b>Industrial ICP Scan (10 metals)</b> (As, Cd, Cr, Cu, Pb, Mo, Ni, Se, Ag, Zn)	Water/Solid	EPA 200.7/6010	215.00	_____	-	
<b>Total Metals by ICP</b>	<b>\$22.00 per metal plus \$30 for digestion per sample</b>					
	Water	EPA 200.7				
List of desired metals: _____				-	-	
Number of samples: _____						
Number of metals per sample: _____						
	Solid	EPA 6010				
List of desired metals: _____				-	-	
Number of samples: _____						
Number of metals per sample: _____						
<b>Total Metals by ICP-MS</b>	<b>\$24.00 per metal plus \$30 for digestion per sample</b>					
	Water	EPA 200.8				
List of desired metals: _____				-	-	
Number of samples: _____						
Number of metals per sample: _____						
	Solid	EPA 6020				
List of desired metals: _____				-	-	
Number of samples: _____						
Number of metals per sample: _____						
RCRA - 8 metals (Ag, As, Ba, Cd, Cr, Hg, Pb, Se)	Water/Solid	EPA 200.8/6020	214.00	_____	-	
RCRA - 11 metals (Ag, As, Ba, Cd, Cu, Cr, Hg, Ni, Pb, Se, Zn)	Water/Solid	EPA 200.8/6020	269.00	_____	-	
<b>Dissolved Metals by ICP-MS</b>	<b>\$24.00 per sample plus \$10 for filtering per sample</b>					
	Water	EPA 200.8				
List of desired metals: _____				-	-	
Number of samples: _____						
Number of metals per sample: _____						
<b>Additional Metals Analyses</b>						
Total Mercury	Water	EPA 200.8 MOD	53.00	_____	-	
Dissolved Mercury	Water	EPA 200.8 MOD	59.00	_____	-	
TCLP - 1 metal	Solid	EPA 1311/6000	106.00	_____	-	

For EID Use Only:

EID#:

EID Project Name:

## EXHIBIT B

### III. Microbiology

Fecal Coliform Bacteria by MPN <sup>1</sup>	Water/solid	SM 9221E	46.00		-
E. coli by Colilert QT <sup>1</sup>	Water	SM 9223B	47.00		-
E. coli by MPN <sup>1</sup>	Solids	SM 9221 F	77.00		-

### IV. Organics

Analysis	Matrix	Method	FY 2017-18 Rate (\$)	No. of Tests	WPCL FY 2017-18 Cost (\$)	Outside FY 2017-18 Cost (\$)
Base/Neutrals/Acids	Wastewater	EPA 625	396.00		-	
Acids only	Wastewater	EPA 625	254.00		-	
Semi-Volatile Organics	Water	EPA 8270	362.00		-	
Semi-Volatile Organics	Solid	EPA 8270	225.00		X	-
Semi-Volatiles (low-level)	Water/Solid	EPA 8270	350.00			-
PAH-SIM + phthalates	Water/Solid	EPA 8270-SIM	196.00		-	
Volatile Organics <sup>1</sup>	Wastewater	EPA 624	173.00		-	
Volatile Organics <sup>1</sup>	Water/Solid	EPA 8260	173.00		-	
NWTPH-HCID	Water/Solid	NW TPH	89.00		-	
NWTPH-DX	Water/Solid	NW TPH	106.00		-	
NWTPH-GX <sup>1</sup>	Water/Solid	NW TPH	42.00		-	
PCBs	Water/Solid	EPA 8082	130.00		-	
PCB Congeners (All 209)	Water/Solid	EPA 1668	775.00		X	-
PCB Coplanars (Subset of 14)	Water/Solid	EPA 1668 MOD	400.00		X	-
Pesticide/PCBs	Water	EPA 608	160.00			-
Pesticides	Water/Solid	EPA 8081	225.00			-
Dioxins/Furans	Water/Solid	EPA 1613	525.00		X	-
Total Organic Carbon	Water	EPA 415.1	25.00		X	-
Total Organic Carbon	Solid	EPA 9060	35.00		X	-
BTEX <sup>1</sup>	Water	EPA 624	117.00		-	
BTEX <sup>1</sup>	Solid	EPA 8021	55.00		X	-

### V. SPECIAL LAB SERVICES

Enter the desired analysis name and expected price or contact Investigations and Monitoring Section (IMS) for assistance.

Description	WPCL FY 2017-18 COST (\$)	Outside FY 2017-18 COST (\$)

	WPCL	Outside
<b>TOTAL COSTS</b>	-	-
<b>TOTAL LABORATORY COSTS</b>		-

<sup>1</sup> Grab sample collection only, all other analyses can be collected as either grab or composite samples

For EID Use Only:

EID#:

EID Project Name:

**EXHIBIT B****VI. FIELD OPERATIONS SERVICES**

<b>Environmental Sampling</b>	<b>FY 2017-18 RATE (\$)</b>	<b>No. of Samples</b>	<b>FY 2017-18 COST (\$)</b>
Surface Water - requiring boat (includes boat hours)	210.00		-
Surface Water - w/o boat	120.00		-
PAWMAP Stream Survey	4000.00		-
Groundwater (for up to 3 hrs of labor)*	320.00		-
Level Readings (surface water or groundwater)	70.00		-
Wastewater - Composite samples	206.00		-
Wastewater - Grab samples	165.00		-
Soils and Sediments (If confined space see Inline Sediment below)	270.00		-
Gas	75.00		-
Stormwater - Grab samples (per sample - for up to 5 hrs of labor)	340.00		-
Stormwater - Composite samples (Estimated based on 20 hours of labor)*	1700.00		-

\* Use hourly labor below for additional staff time, contact IMS for assistance

<b>Temporary Flow Monitoring</b>	<b>FY 2017-18 Rate (\$)</b>	<b>Number of meters</b>	<b>Number of months</b>	<b>FY 2017-18 COST (\$)</b>
Installation	840.00			-
Removal	325.00			-
Data upload	310.00			-
Monthly charge	340.00			-

**Permanent Flow Monitoring**

Contact Jenny Martinez of Data Acquisition & Management  
(3-7714, jennym@bes.ci.portland.or.us)

<b>Multi-parameter Water Quality Sensors</b>	<b>Rate Per Month (\$)</b>	<b>Number of Sites</b>	<b>Number of months</b>	<b>FY 2017-18 COST (\$)</b>
	1,020.00			-

**Temperature Monitoring**

Open Channel	125.00			-
Confined Space	265.00			-

**Miscellaneous Labor and Services**

	<b>Rate per Hour (\$)</b>	<b>Total # of Hours</b>	
Hourly Labor (stormwater, ultra clean sampling, misc. field work etc.)	85.00		-
Inline Sediment Monitoring (by crew hours)	395.00		-
Boat Hours (boat <u>only</u> w/o staff)	125.00		-

Miscellaneous Materials (Estimated cost of materials to be purchased by FO)		-
-----------------------------------------------------------------------------	--	---

**Description of Miscellaneous Labor and Materials Needed:**

<b>TOTAL FIELD OPERATIONS SERVICES</b>	<b>-</b>
----------------------------------------	----------

<b>TOTAL WPCL, OUTSIDE LAB, AND FIELD OPS. SERVICES</b>	<b>-</b>
---------------------------------------------------------	----------

For EID Use Only:

EID#:

EID Project Name:



## CITY OF ASTORIA

Founded 1811 • Incorporated 1856

Date January 23, 2018

### MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: ORDINANCE UPDATING SECTION 8.045.18 FOR DISTRIBUTION AND  
MANAGEMENT OF TRANSIENT ROOM TAX FUNDS

### DISCUSSION/ANALYSIS

At the August 7, 2017 City Council meeting, Council approved a 2% increase to the Transient Lodging Tax rate from 9% to 11%, beginning January, 2018. At the time Ordinance 17-11 was adopted Section 8.045.2 was amended to update the tax rate increase from 9% to 11% but Section 8.045.18 was not updated to reflect the distribution of the additional 2%.

HB 2267 placed restriction on new or increased local lodging taxes so that 70% of new or increased taxes must be used for tourism promotion or tourism related facilities and 30% is unrestricted in use. The earlier approved local lodging taxes must maintain the percentage of existing lodging tax used for tourism promotion and tourism facilities.

In order to distribute and manage the Transient Lodging Tax receipts Section 8.045.18 requires adjustment to account 70% portion of the increased tax (2%) to the Promote Astoria Fund and 30% portion of the increased tax to the General Fund. The attached ordinance segregates the original distribution of existing 9% tax and adds distribution for the increased 2% tax according to State Statutes.

### RECOMMENDATION

It is recommended that City Council hold a public meeting for the ordinance updating Section 8.045.18 for the distribution and management of Transient Room Tax and conduct a first reading.

By: 

Susan Brooks, CPA

Director of Finance & Administrative Services

ORDINANCE NO. 18-\_\_\_\_\_

AN ORDINANCE AMENDING THE PROVISIONS OF THE TRANSIENT ROOM TAX  
ORDINANCE RELATING TO DISTRIBUTION AND MANAGEMENT OF FUNDS:

THE CITY OF ASTORIA DOES ORDAIN AS FOLLOWS:

**Section 1.** Section 8.045.18 of the Astoria Code is hereby repealed and replaced by the following:

- (a) Fifty-three and nine tenths (53.9%) of 9 % of transient room tax collections shall be deposited into the General Fund to fund city services.
- (b) Forty-six and one tenth percent (46.1%) of 9 % of transient room tax collections shall be deposited into the Promote Astoria Fund.
- (c) Thirty percent (30.0%) of 2% of transient room tax collections adopted in Ordinance 17-11 shall be deposited into the General Fund to fund city services.
- (d) Seventy percent (70.9%) of 2% of transient room tax collections shall be deposited into the Promote Astoria Fund.

The tax transferred to the Promote Astoria Fund shall be used for tourism promotion and tourism-related facilities as defined in ORS 320.300 for the City of Astoria and immediate-surrounding areas.

Organizations receiving funds from the Promote Astoria Fund shall enter into a contract with the City that will include a scope of work and budget to be approved annually by the Astoria City Council. The contract will designate how the funds will be expended by contracting organization.

Contracting organizations shall provide semi-annual financial reports by August 2 and February 1, covering the six months ended June 30 and December 31, respectively, of each year. These reports shall provide a verified listing of the expenditures with adequate narrative, so the City can be satisfied as to the appropriateness of the expenditures. In addition, the Budget Committee of the City shall review such reports during the budget process and recommend to the City Council the continuance, discontinuance, or changes to a contract each year."

**Section 2.** This Ordinance will become effective thirty (30) days after its adoption by the City Council.

ADOPTED BY THE CITY COUNCIL THIS 5<sup>th</sup> DAY OF FEBRUARY, 2018.

APPROVED BY THE MAYOR THIS 5<sup>TH</sup> DAY OF FEBRUARY, 2018.

---

Mayor

ATTEST:

---

City Manager

ROLL CALL ON ADOPTION      YEA    NAY    ABSENT

Councilor	Nemlowill
	Brownson
	Price
	Jones
Mayor	LaMear





CITY OF ASTORIA  
POLICE DEPARTMENT

**DATE:** January 23, 2018

**M E M O R A N D U M**

**TO:** MAYOR AND CITY COUNCIL

**FROM:**  BRETT ESTES, CITY MANAGER

**SUBJECT: ORDINANCE UPDATING SECTION 7.100 CRIMINAL HISTORY RECORD  
CHECK REVISION**

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**DISCUSSION/ANALYSIS**

The City of Astoria currently conducts Background Checks on certain license holders, applicants and volunteers. This is done in accordance with City of Astoria City Code Section 7.100. Staff would like to modify the existing ordinance to include Astoria 9-1-1 Rural Fire Department Subscribers. These agencies are required by Oregon Administrative Rules (OAR 259-009-0015) to conduct an employment and criminal history check prior to employment or utilization as a fire service professional. Fire service professionals include paid (career) or volunteer fire fighters, officers or members of a public or private fire protection agency engaged primarily in fire investigation, fire prevention, fire safety, fire control or fire suppression or providing emergency medical services, light and heavy rescue services, search and rescue services or hazardous materials incident response.

To satisfy these requirements Astoria 9-1-1 would hold a letter requesting this service from each subscribing Fire Chief, and modify the annual Subscriber Agreement to include performing record checks for the Agency.

The City Attorney has reviewed and approved the ordinance as to form.

**RECOMMENDATION**

It is recommended that the City Council hold a public hearing and if in agreement hold a first reading of the ordinance.

---

Jeff Rusiecki, Emergency Communications Manager

ORDINANCE NO. 18-

AN ORDINANCE ADDING PROVISIONS DEALING WITH CRIMINAL HISTORY RECORD CHECKS.

THE CITY OF ASTORIA ORDAINS AS FOLLOWS:

**Section 1.** City Criminal History Record Check Policies (City Code §§7.100-7.110) are amended by adding section 7.102 as follows:

**7.102** Employees and fire service professionals engaged by Astoria 9-1-1 Rural Fire Department Subscribers will be required to authorize the City to conduct a criminal offender information check through the OSP LEDS system

**Section 2.** **Effective Date.** This amendment shall take effect thirty (30) days after its adoption by the City Council

ADOPTED BY THE CITY COUNCIL THIS \_\_\_\_ DAY OF February 2018.

APPROVED BY THE MAYOR THIS \_\_\_\_ DAY OF February 2018.

\_\_\_\_\_  
Mayor

ATTEST:

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

ROLL CALL ON ADOPTION	YEA	NAY	ABSENT
Councilor Nemlowill	X		
Bownson	X		
Price	X		
Jone	X		
Mayor LaMear	X		



## MEMORANDUM

DATE: JANUARY 28, 2018  
TO: MAYOR AND CITY COUNCIL  
FROM: BRETT ESTES, CITY MANAGER  
SUBJECT: AUTHORIZATION TO ENTER INTO A CONCESSION AGREEMENT  
WITH THE FRIENDS OF THE ASTORIA COLUMN AND FRITE AND  
SCOOP

### DISCUSSION

To enhance both locals and visitors experience while visiting Astor Park, the Friends of the Astoria Column would like to partner with a local vendor to provide onsite ice cream and snack concessions and per the Management Agreement between the City of Astoria and the Friends of the Astoria Column, the Friends of the Astoria Column are required to have City Council authorization to provide such amenities.

After discussing their vision with the City Attorney, City Manager, and Parks and Recreation Director, the Friends of the Astoria Column completed an informal solicitation for proposals. Six different local ice cream and/or concession vendors were contracted and encouraged to submit a proposal:

1. Astoria Dairy Queen, owner/partner Brittany Israel
2. Peters Catering, owner Peter Roscoe
3. Bandit Café/Mark and Kari Catering, owners Mark and Kari Alfonse
4. Frite and Scoop, owners Kevin and Lisa Malcom
5. Geno's, owners Rita and Justin Schuyler
6. Subway/Beach Burrito, owner Mike Davies

From the six local ice cream and/or concessions vendors contracted, Frite and Scoop submitted a proposal, while all other business were appreciative for the opportunity to participate but elected not to submit a proposal.

The Friends of the Astoria Column were satisfied with the attached proposal provided by Frite and Scoop and have negotiated the attached Concession Agreement.

The Parks and Recreation Advisory Board discussed the Friends of the Astoria Columns request to provide concessions and is in support of the concept. Parks and Recreation Advisory Board members also noted that care should be taken in the location and products offered to keep the view open and park beautiful. Further, the

proposed temporary cart that the ice cream and snacks would be sold out off will need to be subject to approved via the Administrative Historic Landmarks Review.

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

### **RECOMMENDATION**

It is recommended that City Council consider entering into an agreement with the Friends of the Astoria Column and Frite and Scoop to provide concessions at the Astoria Column.

By: Angela Cosby  
Angela Cosby  
Director of Parks & Recreation

**CITY OF ASTORIA  
CONCESSION AGREEMENT**

This Contract, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018 by and between the City of Astoria, a municipal corporation of the State of Oregon, hereinafter called "CITY" and The Friends of the Astoria Column hereinafter called "FRIENDS", and Frite and Scoop, LLC, located at 175 14<sup>th</sup> Street, Suite 150, Astoria, Oregon, hereinafter called "CONCESSIONAIRE", an Oregon limited liability company.

**W I T N E S S E T H**

WHEREAS, the CITY and FRIENDS require goods and services which CONCESSIONAIRE is capable and willing to provide under terms and conditions hereinafter described.

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

**1. CONCESSIONAIRE GOODS AND SERVICES**

- A. CONCESSIONAIRE agrees to provide ice cream and beverages for sale to the general public at the Astoria Column from a food cart as outlined in Attachment A which by this reference is incorporated herein.
- B. CONCESSIONAIRE'S obligations are defined solely by this Contract and its attachment and not by any other agreement that may be associated with this project.
- C. CONCESSIONAIRE'S goods shall be provided in compliance with all applicable laws, ordinances and regulations of the United States, State of Oregon and City of Astoria as such laws, ordinances and regulations now exist or as adopted in the future.
- D. CONCESSIONAIRE may not employ any sound amplification equipment, play music or generate any noise deemed unacceptable to CITY and/or FRIENDS and shall operate under the general supervision of CITY and/or FRIENDS as to hours and manner of operation and the location and specifications for the food cart. CONCESSIONAIRE shall, at all times maintain its food cart in good condition and repair and shall regularly clean the adjacent areas of any food debris and trash. If any damage is caused as the result of the acts of CONCESSIONAIRE, its agents, employees, customers, or contractors and such damage is not covered by any insurance policy obtained by CONCESSIONAIRE, then CONCESSIONAIRE shall promptly, at its sole cost and expense, repair such damage. CONCESSIONAIRE agrees that no representations have been made with respect to the condition of the premises and that no promises to decorate, alter, repair or improve the premises, either before or after the execution.
- E. Upon expiration or termination of this agreement, CONCESSIONAIRE shall remove the food cart and all improvements made by CONCESSIONAIRE and repair all damages resulting from such removal.

**2. COMPENSATION**

- A. In consideration of the rights and privileges hereby granted, CONCESSIONAIRE shall pay to FRIENDS ten percent (10%) of its gross revenues derived from sales made after May 30, 2018 pursuant to this agreement. Payment shall be made to the FRIENDS on a monthly basis.
- B. All amounts due under this agreement shall be subject to review by FRIENDS and/or CITY, and CONCESSIONAIRE shall provide any information reasonably requested by FRIENDS and/or CITY to conduct such review.

C. This payment shall be in addition to applicable permit, license and inspection fees.

3. REPRESENTATIVES OF THE PARTIES

A. For purposes hereof, the CITY'S authorized representative will be Angela Cosby, City of Astoria, 1095 Duane Street, Astoria, Oregon, 97103, (503) 298-2460

B. For purposes hereof, the FRIENDS' representative will be Kevin LaCoste 987 Duane Street, Astoria, Oregon, (503) 325-3811.

C. For purposes hereof, the CONCESSIONAIRE'S authorized representative will be Lisa Malcom 175 14<sup>th</sup> Street, Suite 150, Astoria, Oregon; (206) 853-8013.

4. CONCESSIONAIRE IS INDEPENDENT CONTRACTOR

A. CONCESSIONAIRE acknowledges that it is an independent CONTRACTOR and not an agent or employee of the CITY, is not entitled to benefits of any kind to which an employee of CITY is entitled and shall be solely responsible for all payments and taxes required by law; and furthermore in the event CONCESSIONAIRE is found by a court of law or an administrative agency to be an agent or employee of the CITY for any purpose, CITY shall be entitled to demand repayment to the full extent of any payments that CITY is required to make (to CONCESSIONAIRE or a third party) as a result of said finding.

B. CONCESSIONAIRE 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 CONCESSIONAIRE, either directly or indirectly, in connection with the letting or performance of this contract, except as specifically declared in writing.

5. TERM OF AGREEMENT

A. Unless terminated earlier or modified as provided herein this concession agreement shall terminate December 31, 2020.

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

C. CONCESSIONAIRE may cancel all or any part of this contract if CITY breaches any of the terms herein.

D. The parties may, by mutual written agreement, terminate or modify the terms of this agreement.

6. FORCE MAJEURE

Neither CITY nor CONCESSIONAIRE shall be considered in default to causes beyond the control and without fault or negligence on the part of the party so disenabled provided the party so disenabled shall within ten (10) days from the beginning such delay notify the other party in writing of the causes of delay and its probable extent.

7. NONWAIVER

The failure of the CITY to insist upon or enforce strict performance by CONCESSIONAIRE 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.

8. ATTORNEY'S FEES

In the event suit or action is instituted to enforce 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.

9. 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.

10. 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 Attachment "A", the proposal of the CONCESSIONAIRE, this instrument shall control.

11. INDEMNIFICATION

CONCESSIONAIRE agrees to indemnify and hold harmless the City of Astoria, its Officers, and Employees against and from any 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, CONCESSIONAIRE, or others resulting from or arising out of CONCESSIONAIRE'S sales, negligent acts, errors or omissions in services or sales made 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 CONCESSIONAIRE and CITY this indemnification and agreement to assume defense costs applies only to the extent of the fault or alleged fault of the CONCESSIONAIRE.

12. INSURANCE

Prior to starting work hereunder, CONCESSIONAIRE, at CONCESSIONAIRE'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. CONCESSIONAIRE shall obtain, at CONCESSIONAIRE'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 anyone directly or indirectly employed by either.

B. Automobile Liability. CONCESSIONAIRE shall obtain, at CONCESSIONAIRE'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 CONCESSIONAIRE'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, CONCESSIONAIRE 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 without thirty (30) days written notice from CONCESSIONAIRE or its insurers 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.

13. CITY'S BUSINESS LICENSE

Prior to beginning work, the CONCESSIONAIRE shall have a current City of Astoria business license (occupational tax).

14. WORKMEN'S COMPENSATION

CONCESSIONAIRE, its subcontractor's, 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.

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

CONCESSIONAIRE shall make payment promptly, as due, to all persons supplying CONCESSIONAIRE labor or material for the activities allowed by this contract.

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

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

16. 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.

17. PAYMENT OF MEDICAL CARE

CONCESSIONAIRE 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 CONCESSIONAIRE, of all sums which the CONCESSIONAIRE agrees to pay for such services and all moneys and sums which the CONCESSIONAIRE 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.



18. 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).

19. NO ASSIGNMENT OR THIRD PARTY BENEFICIARIES

This concession agreement is awarded based upon the skills and reputation of CONCESSIONAIRE and may not be assigned or subcontracted by CONCESSIONAIRE without the express written consent of CITY and FRIENDS. The agreement gives no rights or benefits to anyone other than the CITY, FRIENDS and CONCESSIONAIRE and has no third party beneficiaries.

20. 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.

21. COMPLETE CONTRACT

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

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

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

Approved as to Form:

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

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

**FRIENDS OF THE ASTORIA COLUMN**

BY: \_\_\_\_\_  
Jordan Schnitzer, President Date

**FRITE & SCOOP, LLC**

BY: \_\_\_\_\_  
Lisa Malcom, Member Date



## Cart Proposal for Astoria Column

Hello!

Enclosed you'll find some information about Frite & Scoop's proposal to partner with Astoria's most cherished landmark. It is very important to us that we add something worthwhile to the Column, and not detract from its beauty or surroundings.

Details follow:



**Locally Made Soft Serve**  
(custard and dairy-free flavors available daily)

little swirl	\$2.25
dipped	\$3.25
regular swirl	\$3.75
dipped	\$4.75
large swirl	\$5.75
dipped	\$6.75
<b>cake cone, sugar cone or dish</b>	
the column	\$6.50
<small>Clending Astoria's favorite landmark works up an appetite! We top our mini chocolate bundt cake with soft serve and hard shell. (choose your custard and shell flavors)</small>	
waffle krumkake cone	\$1
waffle krumkake bowl	\$1
chocolate shell	\$1
cherry chocolate shell	\$1
rosewater chocolate shell	\$1
drip coffee 8 oz	\$1.25
16 oz	\$2.25
<small>We proudly serve Columbia River Roasters coffee</small>	

**OUR CUSTARD AND TREATS ARE MADE HERE IN ASTORIA  
AT OUR SISTER SHOP - FRITE & SCOOP**

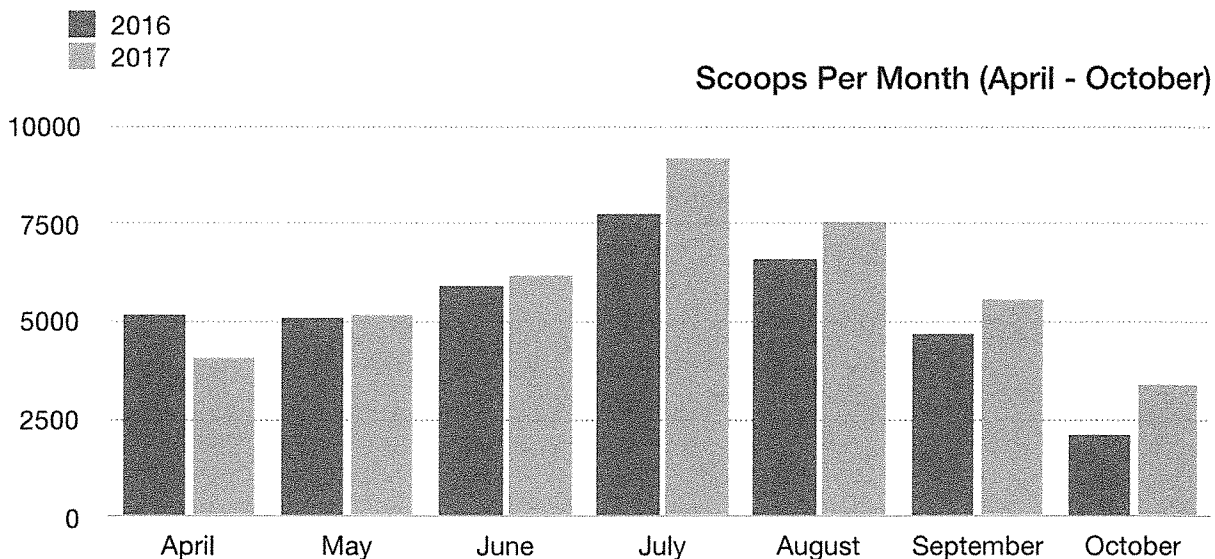
We would like to open a mobile location called **Swirl**, serving menu items exclusive to visitors of the Astoria Column. Swirl is registered as a separate business under Frite & Scoop LLC.

While Frite & Scoop specializes in small batches of handcrafted French custard ice cream, **Swirl** would specialize in soft serve ice cream. We plan on offering 3 non-dairy and 3 custard flavors daily. This handcrafted soft serve will only be available at Swirl. We will modify some of our most popular ice cream flavors into soft serve flavors, and make our own magic shell topping for dipped cones. We also plan to offer Frite & Scoop's signature krumkake waffle cone at **Swirl**, as well as drip coffee.

We believe residents of Astoria, particularly families, will head to the Column during the summer to enjoy the park and get a cold treat by a local company they know and trust.

Being able to regularly serve thousands of customers per month is something we have experience with and excel at, while providing exemplary service and genuine kindness to our customers of all ages. We think our experience running a high volume eatery makes us uniquely qualified to successfully run a busy mobile location at the Astoria

Column. Since our inception, we have experienced almost 10% growth every year. We expect to be even busier in 2018, and are ready to rise to the occasion.



## CART

The cart itself will be customized to our specifications for the sole purpose of being at the Column. We propose a light blue exterior color, so that it blends in with its surroundings on a sunny day (we think a primary color would look out of place with the natural beauty of the Column site). The cart would have a the **Swirl** logo on it, and a menu to the side of the serving window.

We will need a level spot on the ground to park this cart. We think the spot adjacent (to the south) of the Gift Shop is ideal. However, we are flexible, and open to any location on the grounds! We realize it is a fairly large cart, so we'll leave it to the Friends of the Astoria Column to decide its location.

The spot it is parked, **if not on concrete, will require a small wooden foundation to level the ground, and would need to include one anchor in order to secure the cart, both for theft protection and wind safety.** We wouldn't want it to blow away.

This is the cart we want to purchase and customize:



In order to have the equipment we need to make the amounts of product required, we will need a cart of this size. Its dimensions:

**16 feet in length  
6 feet 8 inches in width  
7 feet in height**

It would be customized to our specifications, from the inside out. Once ordered, this cart takes 5 weeks to deliver. We propose a grand opening date of May 1st, 2018.

## **LITTER**

We will have a trash receptacle at the cart for customers to dispose of napkins / drink cups. We realize customers may inadvertently use the site's litter receptacles while they are on the Column grounds, so we can help compensate for garbage expenses if necessary. We will also open a Recology Western Oregon account for the cart's weekly trash collection. We will have a separate Recology receptacle. There is ample space for such a container to be placed next to the column's existing dumpster.

## **WATER**

The cart will be outfitted with a fresh water tank and waste water ("grey water") tank. As regulated by the Health Department, we will fill the tanks every morning in Frite & Scoop's kitchen and dispose of the waste water every evening in Frite & Scoop's kitchen. No water of any kind will be poured down storm drains or bathroom drains.

## **ELECTRICITY**

We do not believe a generator for electricity is an option for Swirl - we don't want to be the source of any noise pollution. Instead we'd like to get power directly from the existing grid, with the use of a sub-meter called an E-Mon D-Mon. This device, used widely in tenant and subletting applications, would allow us to precisely monitor Swirl's usage and pay for the amount used per month.

The electrical pedestal to the south of the Gift Shop can easily be moved from its existing location if needed, in order to make space for the cart foundation (if needed).

## **HOURS OF OPERATION**

Swirl could be open all year, except in extreme weather (in particular, icy roads, snow or heavy winds). It will be technically mobile, only in the sense that it won't be a permanent structure. We don't have plans to move it once anchored & set up.

### Proposed Hours (flexible):

October - January: weekends (10am-4pm)

February - April: daily (10am-5pm)

May - September: daily (9am-9pm)

## **RENT PAYMENT OPTIONS**

Monthly percentage of sales. Number to be decided on.

## **EMPLOYEE PARKING**

We would like to guarantee two parking spaces for Swirl employees at the Column. We agree to purchase annual parking passes for all employees.

## **COMMUNITY OUTREACH**

Frite & Scoop likes to donate to the community as much as we are able to. Personally and as a company, we take community participation very seriously.

We regularly support Astoria & Warrenton Public Schools, Clatsop Animal Assistance, Parks & Recreation, and the Astoria Library, among others.

With this new profit stream for our company, we would like to start a scholarship fund, using a portion of Swirl's annual sales. This scholarship would be awarded each school year to one young woman from Astoria High, Knappa High, or Warrenton High, pursuing a degree in science, math, engineering and technology (STEM).

We plan to offer a \$2,000 scholarship every year for four years.

We are also open to partnering with Friends of the Astoria Column for any future community projects or fundraisers.

## ABOUT US

We are Kevin and Lisa Malcolm. Hello!

In December 2013, we fell in love with Astoria. We spent four months brainstorming about how to permanently relocate to our new home from Seattle. Lisa is a pastry cook, and Kevin is self-taught in the art of making ice cream. We discovered a hole in the market that we could fill - handcrafted ice cream. We combined our two favorite treats into one unique shop, featuring small-batch ice creams and authentic Belgian frites.

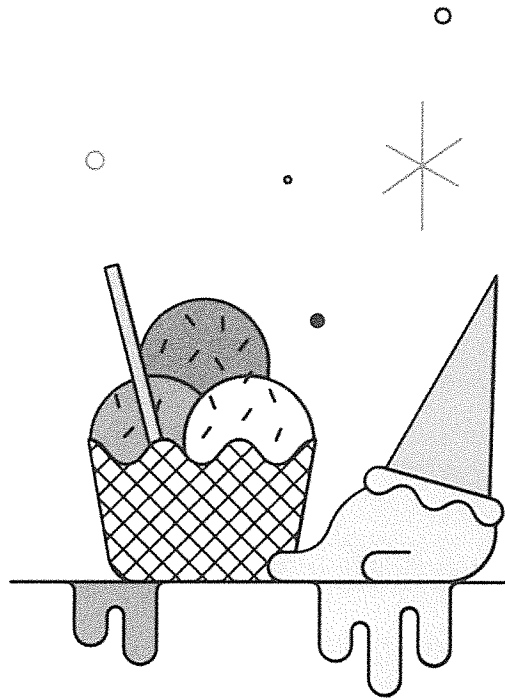
We began renovation at our location in the 14th Street Pilot Station in June 2014. We opened in October, purposefully opening during the slow tourist season so that we would be ready for the inevitable crowds that warm weather would bring. From the beginning, Kevin has made every batch of French custard from scratch, and Lisa has created the recipes for all of Frite & Scoop's confections and add-ins.

Six months after opening our doors we grew to 12 employees, and we have been going strong ever since. We have earned a reputation of excellence, both in customer service and product quality. We are also proud of employing many young people from both Astoria and Warrenton High Schools, giving them work experience and mentorship. They are exceptional.

We are members of ADHDA, the Chamber of Commerce, and the Astoria Rotary Club. We look forward to being part of Astoria's food landscape and community for many years to come, and hope to include the Astoria Column in our story.

We look forward to a healthy and happy partnership!

# The Astoria Column



## Frite & Scoop Cart Proposal

Hello!

Enclosed you'll find some information about Frite & Scoop's proposal to partner with Astoria's most cherished landmark. It is very important to us that we add something worthwhile to the Column, and not detract from its beauty or surroundings.

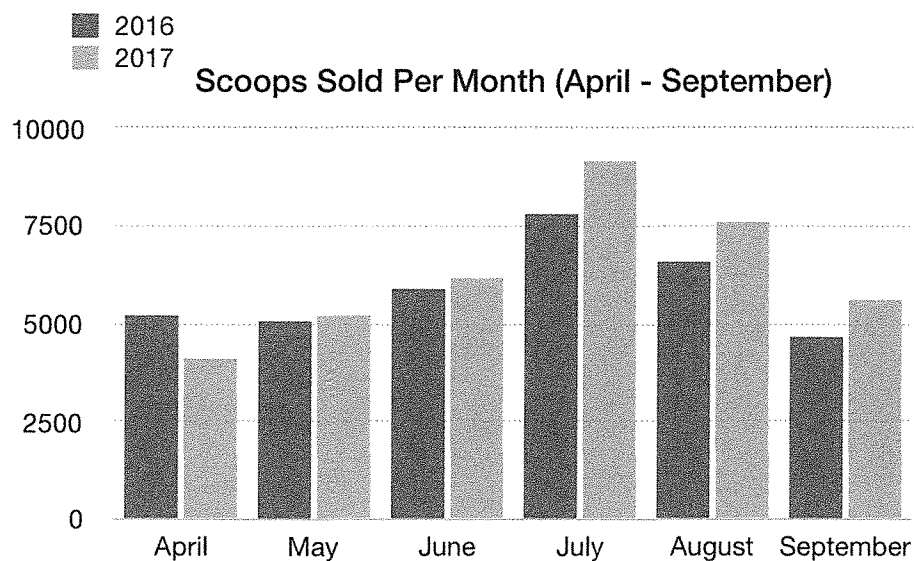
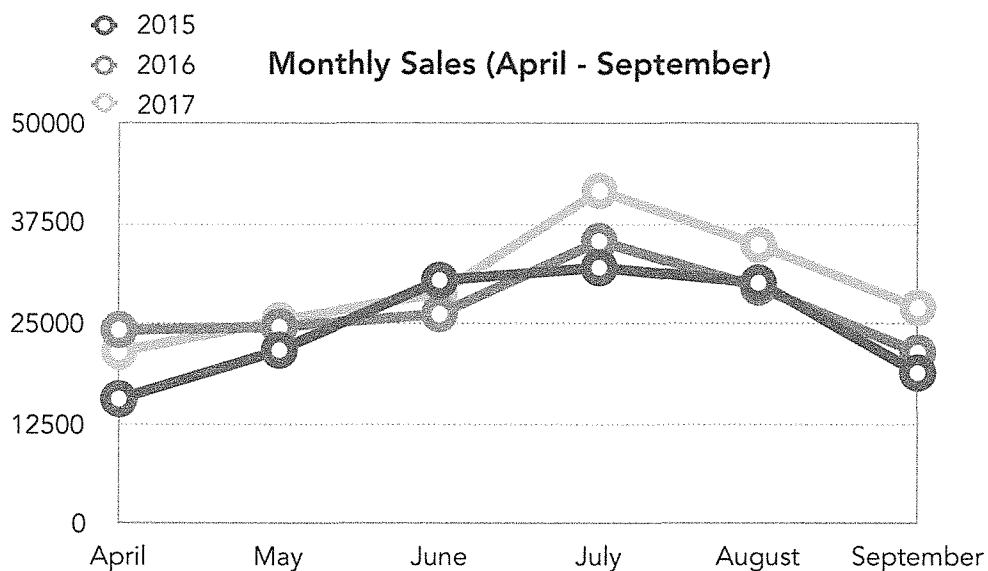
Ready for details?



We would like to open a year-round mobile location called "Swirl", serving menu items exclusive to the Astoria Column location.

Our brick & mortar location specializes in small batches of handcrafted French custard ice cream. At the Column location we'd like to specialize in soft serve ice cream (3 non-dairy and 3 custard, six flavors total). This soft serve will only be available at Swirl. In addition to soft serve, we would like to offer drip coffee and a cold beverage such as iced tea or lemonade.

Being able to regularly serve 5,000-10,000 customers per month is something we excel at, while providing exemplary service and genuine kindness to our customers of all ages. We think our experience running a high volume eatery makes us uniquely qualified to successfully run a busy mobile location at the Column.



#### Cart:

The cart itself will be customized to our specifications for the sole purpose of being at the Column. We propose a light blue exterior color, so that it blends in with its surroundings on a sunny day (we think a bright or primary color would look out of place with the natural beauty of the Column site). We will need a level spot on the ground to park this cart. We think the spot adjacent (to the south) of the Gift Shop is ideal. This spot will require a small concrete or wooden foundation to level the ground, and would need to include two anchors in order to secure the cart, both for theft protection and wind safety.

#### Litter:

We will have a trash receptacle at the cart for customers to dispose of napkins / drink cups. We realize customers may inadvertently use the site's litter receptacles while they are on the Column grounds, so we can help compensate for garbage expenses if necessary. We will also open a Recology Western Oregon account for the cart's weekly trash collection. We will have a separate Recology receptacle. There is ample space for such a container to be placed next to the column's existing dumpster.

#### Water:

The cart will be outfitted with a fresh water tank and waste water ("grey water") tank. As regulated by the Health Department, we will fill the tanks every morning in Frite & Scoop's kitchen and dispose of the waste water every evening in Frite & Scoop's kitchen. No water of any kind will be poured down storm drains.

#### Electricity:

We do not believe a generator for electricity is an option for our cart - we don't want to be the source of any noise pollution. Instead we'd like to get power directly from the existing grid, with the use of a sub-meter called an E-Mon D-Mon. This device, used widely in tenant applications, will allow us to precisely monitor Swirl's usage and pay for the amount used per month. The electrical pedestal to the south of the Gift Shop can easily be moved from its existing location if needed, in order to make space for the cart.

#### Hours of Operation:

Swirl will be open all year, except in extreme weather (in particular, icy roads or heavy winds). It will be technically mobile, only in the sense that it won't be a permanent structure. We expect to be open October - January during weekends (10am-5pm), February - April daily (10am-5pm), and May - September daily (9am-8pm).

#### Rent Payment Options:

Quarterly or annual tax-deductible donation, Monthly or annual flat fee, or fair percentage of monthly or annual sales. We are open to all options.

#### Parking For Employees:

Will there be a place for Swirl employees to park? We recognize parking is a concern at the Column, but are hoping there is a space for Swirl employees somewhere on site. We anticipate having two employees working at all times, and will purchase annual site passes for all employees.

#### Community Outreach:

Our company likes to donate to the community as much as we are able to. We regularly support Astoria Public Schools, Clatsop Animal Assistance, Parks & Recreation, and the Astoria Library. As a staff we help volunteer and cook for the Community Thanksgiving Feast at the Armory, and conduct twice yearly Riverwalk and Tapiola Park cleanups. With this new profit stream for our company, we would like to start a scholarship fund with a portion of Swirl's annual sales. This scholarship would be awarded each school year to two young women in Clatsop County pursuing higher education in science, math, engineering and technology (STEM).

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Please contact Lisa or Kevin with any questions or concerns.

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