



# AGENDA

## ASTORIA CITY COUNCIL

August 1, 2016

7:00 p.m.

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

1095 Duane Street · Astoria OR 97103

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **REPORTS OF COUNCILORS**

4. **CHANGES TO AGENDA**

5. **PRESENTATIONS**

- (a) Oregon Brownfield Award
- (b) Kevin Leahy of Clatsop Economic Development Resources (CEDR)
- (c) Astoria Ferry Board

6. **CONSENT CALENDAR**

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

- (a) City Council Minutes of 7/5/16
- (b) City Council Special Meeting Minutes of 7/8/16
- (c) Boards and Commission Minutes:
  - (1) Library Board Meeting of 6/28/16
  - (2) Planning Commission Meeting of 6/28/16
- (d) Agreement for Professional Services with CEDR (Finance)
- (e) Resolution to Change the Name of the Community Policing Fund #136 to Special Police Projects Fund (Finance)
- (f) Oregon Department of Transportation (ODOT) Land Use Permit for Maritime Memorial Park Property (Public Works)
- (g) Authorization to Request Proposals for Tree Inventory and Condition Report of Trees within Astoria Parks and Open Spaces (Parks)

7. **REGULAR AGENDA ITEMS**

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

- (a) Fuel System Replacement Project – Authorization to Award Contract (Public Works)
- (b) Authorization to Award Contract – Promote Astoria Parks Landscaping Work to Greensmith Landscaping (Parks)

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

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



# CITY OF ASTORIA

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July 27, 2016

## MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: ASTORIA CITY COUNCIL MEETING OF AUGUST 1, 2016

**Item 5(a): Oregon Brownfield Award**

The City of Astoria has received an award from the Oregon Department of Environmental Quality recognizing the Astoria Athletic Complex as an outstanding brownfields redevelopment. The Award honors individuals and groups that have implemented innovative, yet practical, remediation projects that stimulated economic development through job creation or retention, or addressed a critical community development need. The selection criteria for the awards focused on two primary goals: balance of economic and quality of life improvements to the local community and significant environmental gains. Each award-winning project highlights one or all of the goals associated with the State's brownfields mission: protection of human health and the environment; enhanced collaboration and communication among essential partners to facilitate clean-up and reuse; strengthened economic marketplace by bringing industrial and commercial brownfields sites back into productive reuse; and sustained reuse through redevelopment of brownfields to meet and enhance a community's long-term quality of life. City staff were not available to receive the award at the 2016 Oregon Brownfields Conference held on May 16<sup>th</sup> – 17<sup>th</sup> in Sunriver, Oregon, so our consultant Maul Foster Alongi received the award on our behalf. They will be presenting the award to the City at the August 1<sup>st</sup> City Council meeting.

**Item 5(b): Kevin Leahy of Clatsop Economic Development Resources (CEDR)**

Clatsop Economic Development Resources Director Kevin Leahy will make a presentation regarding CEDR's services to the local business community for 2015 and 2016 year to date.

**Item 5(c): Astoria Ferry Board**

Members of the Astoria Ferry Board will give an update as to the status of the Tourist No. 2 Ferry.

**CONSENT CALENDAR**

**Item 6(a): City Council Minutes**

The minutes of the City Council meeting of July 5, 2016 are enclosed for review. Unless there are any corrections, it is recommended that Council approve these minutes.

**Item 6(b): City Council Special Meeting Minutes**

The minutes of the City Council Special Meeting of July 8, 2016 are enclosed for review. Unless there are any corrections, it is recommended that Council approve these minutes.

**Item 6(c): Boards and Commission Minutes**

The minutes of the (1) Library Board meeting of June 28, 2016, and (2) Planning Commission meeting of June 28, 2016 are enclosed. Unless there are any questions or comments regarding the contents of these minutes, they are presented for information only.

**Item 6(d): Agreement for Professional Services with CEDR (Finance)**

The City Council directed staff to draft an agreement between City and Clatsop Economic Development Resources (CEDR) for Fiscal Year 2015-2016. Attached is a new agreement for the current Fiscal Year beginning July 1, 2016. Funding sources for the CEDR Agreement are included in the budget and will be paid out accordingly from the following funds:

General Fund (Non-Interdepartmental)	\$ 3,334
Astor East Urban Renewal District Fund	\$ 3,333
Astor West Urban Renewal District Fund	<u>\$ 3,333</u>
Total	\$10,000

While the Agreement is with the City of Astoria, there will be funds distributed from the Astoria Development Commission which are within the City Manager's spending authority. It is recommended that Council approve execution of the Agreement for Professional Services with CEDR for Fiscal Year 2016-2017.

**Item 6(e): Resolution to Change the Name of the Community Policing Fund #136 to Special Police Projects Fund (Finance)**

A "Fund" is a set of accounts cities establish for the purpose of reporting the financial status of specific functions or purposes. The Community Policing Fund #136 was established by Resolution No. 94-21, adopted on April 18, 1994. Since the passage of the tax limitation law in 1990, the Astoria Police Department has

sought grants and alternate funding sources. Money from these sources is deposited in the Community Policing Fund. The fund receives contributions from private individuals, organizations and businesses. Certain grant funds and moneys from court ordered assessments. The Police Department uses these monies to achieve the intended purpose of the proceeds. No staff positions are paid from this fund. During Budget meetings the title of Fund #136 has created confusion about the need and intended uses of the fund resources and a suggestion was made by Chief Johnston, with agreement of the Budget Committee, to review changing the name of the fund to reflect activities accomplished. The attached resolution changes the name of Fund #136 to Special Police Projects Fund to more closely describe the function and purpose. It is recommended that Council adopt the attached resolution to change the name of the Community Policing Fund to Special Police Projects Fund.

**Item 6(f): Oregon Department of Transportation (ODOT) Land Use Permit for Maritime Memorial Park Property (Public Works)**

The City currently has a lease with the Oregon Department of Transportation (ODOT) for the majority of the property in which the Maritime Memorial Park is located. The property is approximately 40,674 square feet in area and is the State right-of-way under the south end of the Astoria-Megler Bridge. The current lease has expired and ODOT has proposed continued City use through a Land Use Permit. The permit would allow the City continued use of the property under the following terms:

- No cost to City
- Period starting August 1, 2016 and continuing thereafter on a year to year basis unless canceled
- Minimal maintenance requirements that will be met through proper maintenance of the existing park
- To be used only for landscaping, public park and recreational purposes only
- No vending of any kind will be allowed

It is recommended that City Council approve the Land Use Permit between the City and the Oregon Department of Transportation and authorize the City Manager to sign the permit.

**Item 6(g): Authorization to Request Proposals for Tree Inventory and Condition Report of Trees within Astoria Parks and Open Spaces (Parks)**

Through the Parks Master Planning process, citizen outreach has strongly indicated that trees in Astoria Parks are of high importance. This valuation is reflected in feedback from park users who desire a high level of care and maintenance dedicated to tree species. The first step in achieving this increased level of care is to obtain an inventory of the trees present in parks and open spaces. In section 6.2 of the Parks Master Plan, Developing a Parks and Facilities Maintenance Plan is listed as a recommendation. A major component

of the plan is to survey, inventory, and develop maintenance guidelines for all tree species in parks and open spaces. Because of the wide variety and locations of tree species in parks, the most efficient method of obtaining a complete tree inventory is to request and select proposals from qualified contractors with a strong background in the care and stewardship work.

Proposals will include costs by location to obtain the following data on all Parks Department trees:

- Scientific (Genus, species) and common name
- Type (deciduous, conifer)
- Condition (provide clearly explained rating system)
- Diameter at Breast Height (inches)
- Height (feet)
- Canopy Spread (feet)
- Location (lat. /long.)
- Proximity to Assets/Forecasted Growth Issues
- Documentation Of Any Present Tree Disease/Parasite/Threat
- Tree Health Management Recommendation
- Photo
- Map of Trees Within Each Property Location

Capital Funds have been allocated in the current budget year to carry out this inventory and condition work. It is recommended that Council authorize the Parks and Recreation Department to Request Proposals for tree inventory and condition report within the Astoria Parks and Open Spaces.

## **REGULAR AGENDA ITEMS**

### **Item 7(a): Fuel System Replacement Project - Authorization to Award Contract (Public Works)**

The City of Astoria currently utilizes a fuel delivery system comprised of three underground fuel tanks, cathodic protection, pumps, associated piping and a fuel management system. This facility is located at the Public Works Yard, 550 30<sup>th</sup> Street. The three tanks were installed in 1978 and lined in 1998. The cathodic protection and fuel pumps were installed in 1999. Components of the system are approaching or have exceeded the end of their service life and are in need of replacement. Replacing the existing fuel system with new above ground fuel tanks and updated components would be cost effective and a sustainable way to continue to provide fuel for the City fleet. Council authorized staff to solicit proposals for this Project. Anderson Environmental Contracting, LLC. (AEC) and 4C's Environmental, Inc. (4Cs) submitted proposals for the project. After reviewing and scoring the proposals based on the evaluation criteria, Staff selected 4C's. They provided a lump sum not-to-exceed price for the project of \$231,157. The Fuel Tank Replacement Project is budgeted in the Capital Improvement Fund for \$220,000. The bid price exceeds the budgeted amount; therefore, a budget amendment may be required at the end of the fiscal year. It

is recommended that Council execute a contract with 4C's for the Fuel System Replacement Project for the total not-to-exceed amount of \$231,157.

**Item 7(b): Authorization to Award Contract – Promote Astoria Parks Landscaping Work to Greensmith Landscaping (Parks)**

As a part of the Fiscal Year 2016-2017 budget process, it was proposed that Promote Astoria funds be used to cover maintenance costs associated with Parks maintained areas which are frequented by visitors or enhance the experience of visitors. Funds were ultimately approved to be used for those areas to enhance their beauty and ensure they are cared for at the highest standard. After a bid solicitation to local landscaping companies, Greensmith Landscaping LLC was the only responder and has provided a bid of \$94,850 for services at the following properties:

- Smith Point, located on the Highway 101 roundabout at the west end of Astoria
- 8th Street Triangle Flower Bed, located on Marine Drive and 8th Street
- Portal Park, located at the corner of Leif Erikson Drive and 33rd Street
- 15th Street Triangle, located on 15th Street between Marine Drive and Commercial Street
- People's Park, located between 14th and 16th Street on Marine Drive
- 17th Street Flower Bed, located at the north end of 17th Street, in front of the Coast Guard Dock
- The Astoria Riverwalk, all City owned property along the Columbia River from the Megler Bridge east to 39th Street
- 9th Street Park, located at 9th and Astor Street
- Fort Astoria Park, located at the corner of Exchange Street and 15th Street
- West Bond Triangle Flower Bed, located at the corner of W. Bond Street and W. Marine Drive

Landscaping services will include mowing, trimming, pruning, hedging, edging, fertilization, and aeration, as well as bi-annual site clean-ups and periodic weeding of flowerbeds. The goal of these services is to bring the above mentioned properties to an "A" level standard of care that will display Astoria's highly visible parklands at their best character to residents and visitors to our area. A total of \$98,000 was budgeted and the bid is within this amount. It is recommended that Council approve the contract for landscaping services for the sites listed with Greensmith Landscaping LLC for the amount of \$94,850.



Astoria City Council Meeting  
CEDR Update. 2015 Annual & 2016 YTD  
August 1, 2016

Presented by Kevin Leahy, Executive Director  
CEDR & Clatsop Community College Small  
Business Development Center

# CEDR 2015 annual & 2016 YTD results

## Clatsop Community College Small Business Development Center performance recap:

Counseling Clients: **230**

Counseling Hours: **1799**

Long Term Clients: **86** (5 or more hours of advising)

Training Events: **75**

Training Attendance: **680**

Total Jobs Created/Retained: **71**

Capital Formation: **\$2,757,510**

Increased Sales: **\$987,813**

Business Starts: **12**

10-99 Employee Counseled **14**

-David Reid was named the full-time lead advisor for the CCC SBDC effective January 1<sup>st</sup>.

-Our part-time advisor staff consists of Bill Musemeche, Jorge Gutierrez (focusing on the Hispanic business community) and Mark Redwine, who works with the businesses enrolled in the CCC SBDC Small Business Management Program. We have recently added Sally Lemond to the team. Sally works with clients on QuickBooks needs and issues.

We pay our advisors and provide **FREE** and **CONFIDENTIAL** advising, so funding continues to be a challenge as we grow our “deliverables”.

-Our 2015-16 signature CCC SBDC SBM (Small Business Management) Class had 12 businesses enrolled. **The 2016-17 program kicks off on September 1<sup>st</sup>** for a ten month period, and applications are currently being accepted. Space is limited.

-The **75 training events** center on workforce development and training with an average enrollment of nine attendees per class. The great majority of workshops are held in both Astoria and Seaside.

The Clatsop Community College Small Business Development Center was the 2015 winner of the SBA (Small Business Administration) State of Oregon “Excellence & Innovation award AND the Region X “Excellence & Innovation Award” for the states of Alaska, Idaho, Oregon & Washington.

## **CEDR Highlights 2016 YTD:**

### **CEDR 2016-17 BUDGET INCLUDED IN PACKET. REQUESTING CONTRACT APPROVAL FOR \$10,000 FROM CITY OF ASTORIA**

**-CEDR Awards Event March 16<sup>th</sup>, 2016** CEDR county-wide business awards event at the Loft at the Red Building with over 180 business and community leaders in attendance. Ten awards were given out to businesses from throughout Clatsop County,

**-CEDR and the local Oregon Employment Department** spearheaded the Clatsop County High School Career & Job Fair at the Clatsop County Fairgrounds on **April 5th** with **68** employers participating, and **over 700** students. Also raised **over \$7,400** from businesses and the school districts to feed the kid's lunch. Plans are to expand this for next year to include a career & job fair for the adult job seekers in the afternoon after the high schools have departed.

**-CEDR** has been spearheading a **Housing Task Force** for Clatsop County, with public and private partners from throughout the county actively engaged. After several public meetings with elected officials and stakeholders from throughout the county, the focus will be project-based, with the participation of the Regional Solutions Team, CEDR, and the entities the project falls under geographical boundaries, and was the key agenda topic at the July 26<sup>th</sup> CEDR Board Meeting.

**This is a top issue impeding economic growth.**

**-CEDR and the City of Astoria** have been working together on the Economic Development plans for the City of Astoria. Kevin served on the committee that selected the final consulting firm to engage with the city, and will continue to serve on the committee with other economic stakeholders under the leadership of Kevin Cronin and the Community Development Department.

**-Kevin serves** on the ADHDA Business Development Committee, and is currently involved in the "Cluster Analysis" for Downtown Astoria, targeting voids and opportunities to continue to strengthen the downtown core.

**-CEDR/CCC SBDC** informational materials are provided to all businesses the ADHDA "welcome committee" visits in Downtown Astoria on a bi-monthly basis.

**-The CCC SBDC** is engaged on an ongoing basis with the community development department at the City of Astoria to assist new businesses looking to locate in the city limits, or to expand their business. This core service provides **FREE** and **CONFIDENTIAL** advising to businesses of all sizes.

#### **-AMCCO (Astoria Marine Construction Company)**

Clatsop County and CEDR have been partners for years in trying to find a solution to the environmental issues facing AMCCO. Most recently, the CEDR board of directors sent a letter to Bob Williams, lead project coordinator for DEQ, to request a 5-10 year moratorium on the closure.

**-CEDR spearheaded** with the City of Astoria and the other public partners the **CEDS (Comprehensive Economic Development Strategy)** and **Regional Solutions Priorities** to our State and Federal partners

**-Kevin serves on the Clatsop Community College and Astoria High School Business Advisory Committees, as well as spearheading the CEDR/CCC SBDC Advisory, Training and Workforce Education committee that serves as the Clatsop County “Business Voice” in feedback and collaboration of programs offered in our region. A trained workforce is essential to the growth of our region.**

**-CFEDC (Clatsop Forestry Economic Development Committee).** Kevin is Chairman. Updated County Commissioners at the June 8<sup>th</sup> commission meeting the importance of this sector in our regional economy. 30% of our Clatsop County economy is tied to this industry.

**BENNY BEAVER NIGHT AT THE CLATSOP COUNTY FAIR IS TOMORROW EVENING, AUGUST 2<sup>ND</sup>, FROM 7:00-9:00 PM, CO-HOSTED BY CFEDC AND OSU EXTENSION.**

**26<sup>th</sup> annual leader’s tour will be held on Wednesday, October 5<sup>th</sup>, with the theme “Forest Protection & Enhancement”. SAVE THE DATE!**

**-Fishing/Marine/Maritime.** CEDR is working with OSU Extension and key employers in this sector to form a committee similar to the CFEDC committee to showcase the importance of the seafood and seafood processing industry to our regional economy. OSU Extension has recently hired Amanda Gladics as the fisheries staff member in Clatsop County, and CEDR will work with her to move forward on the planning.

**-Historic Preservation.** CEDR is a founding member of the CPP (Columbia Pacific Preservation) committee, and works with the CCC Historic Preservation program on grants, marketing of the program, and recruitment efforts. Kevin will participate as a presenter at the **Main Street Conference in Astoria** in September.

**-S.T.E.M Partnership.**

Kevin is serving on the newly formed Northwest Regional STEM partnership, a cross-section group of individuals with interests in Clatsop, Columbia, Tillamook and western Washington counties. The purpose of the group is to determine regional priorities and action planning for STEM and CTE education that will grow economic development in our region. Kevin is also asking the committee to focus on the “A” in “S.T.E.A.M.”, for the arts.

**-Kevin continues as the Clatsop County “Enterprise Zone” manager.**

**-CEDR organizes and leads** monthly meeting with City Manager Brett Estes, all other City Managers, Cameron Moore, Sunset Parks & Recreation Director, Sunset Empire Transportation District Director, more.

**-Kevin serves as past President and board member** of the 2016 Astoria Regatta Association, and invites city council, staff and all citizens to attend the event of the Astoria Regatta Festival August 10-14<sup>th</sup>. 122<sup>nd</sup> year!

And to support **Astoria Mayor Arline LaMear and Warrenton Mayor Mark Kujala as co-Admirals** for the “Bridge to Everywhere” festival this year!

## CEDR 2016 FINAL Budget (July 2016-June 2017)

7-1-16 through 6-30-17

Revenue	Baseline	Pct	Actual	Pct
County Sponsorship	\$70,000	27%		0%
City/Port/SETD	\$34,500	13%		0%
CCCSupport \$37.4K/+Program Income	\$55,404	21%		0%
Private Sector Sponsorship	\$25,000	10%		0%
Federal/SBDC Grants	\$73,454	28%		0%
Carryover into FY	\$3,000	1%		0%
<b>Total Revenue</b>	<b>\$261,358</b>	<b>100%</b>	<b>\$0</b>	<b>0%</b>
<b>Expenses</b>				
Wages & Fringe	\$200,908	77%		0%
Rent (South County)	\$9,000	3%		0%
Contracted Consultants/SBDC Coun.	\$24,000	9%		0%
G&A/Advertising/Travel/Supplies/Misc.	\$23,522	9%		0%
Unallocated (Carry into next FY)	\$3,928	2%		0%
<b>Total Expense</b>	<b>\$261,358</b>	<b>100%</b>	<b>\$0</b>	<b>0%</b>

**Projected Revenue: Clatsop County \$70,000. Cities of Astoria \$10,000, Seaside \$10,000**

**Warrenton \$7,000. Cannon Beach \$3,000. Gearhart \$3,000, Port of Astoria \$1,000. Sunset Empire Transportation District \$500**

**Clatsop Community College \$37,404 "Match" and Program Income of \$18,000. Total = \$55,404**

**Private Sector Sponsorship \$25,000**

**Federal/SBDC funding: SBA \$30,150. OBDD/Business Oregon \$42304. Total= \$73,454**

**Checking Balance Carryover into new year- \$3,000**

### Expenses

Wages & Benefits for Kevin Leahy, David Reid & 25% of office manager Tammy Lambert

CEDR pays \$750/month to maintain an office in Seaside

Contracted Consultants- Estimated is CCC SBDC PT business counselors

G& A Breakdown:

Advertising/Marketing	13,200
Memberships- Country Club, Seaside Rotary, Astoria Rotary	3200
Estimated Travel & Business Expenses \$300/month	3600
Accounting Fees (Bussert & Law/ Debbie Eddy)	1850
Misc. (OEDA Membership, Business Filing, Misc.)	800
Liability Insurance	872
<b>TOTAL</b>	<b>23522</b>

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

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

Councilors Excused: None

Staff Present: City Manager Estes, Community Development Director Cronin, Planner Ferber, Parks and Recreation Director Cosby, Finance Director Brooks, Fire Chief Ames, Police Chief Johnston, Acting Public Works Director Crater, and City Attorney Henningsgaard. The meeting is recorded and will be transcribed by ABC Transcription Services, Inc.

## REPORTS OF COUNCILORS

**Item 3(a): Councilor Nemlowill** reported that the City of Warrenton held a Fourth of July parade and she appreciated the Chamber of Commerce and ambassadors for the fireworks show over the Astoria waterfront.

**Item 3(b): Councilor Herzig** reported that the pedestrian crossing signals on Commercial are now countdown signals. Pedestrians still only have about 14 seconds to cross, but at least people know when cars will start crossing the intersection.

**Item 3(c): Councilor Price** had no reports.

**Item 3(d): Councilor Warr** had no reports.

**Item 3(e): Mayor LaMear** reported that she was in Cornwall and Wales during the Brexit vote and it was exciting to hear feelings on both sides. She enjoyed hiking along the coast of Cornwall, but was glad to be back.

**CHANGES TO AGENDA** There were none.

## CONSENT CALENDAR

The following items were presented on the Consent Calendar:

- 5(a) City Council Minutes of 6/6/16
- 5(b) City Council Minutes of 5/16/16
- 5(c) City Council Work Session of 5/16/16
- 5(d) Fee Agreement with Propel Insurance (Finance)
- 5(e) Memorandum of Agreement between the City of Astoria and United States Coast Guard Cutters Alert and Steadfast (Fire)
- 5(f) Salary Resolution Establishing Basic Compensation Plan Cost of Living Wage Adjustments for the General/Parks Group, Public Works Group, Management and Confidential Employees; also Enacting New Oregon Minimum Wage (Finance)
- 5(g) Pump Station No. 1 Upgrades – Progressive Design Build Contract Amendment No. 2 for Installation (Public Works)
- 5(h) Lease Agreement with Astoria Regatta Association for Use of East Portion of Heritage Square and Closure of 12th Street between Duane and Exchange Streets (City Manager)**
- 5(i) Community Organization Grants (Finance)
- 5(j) Arts & Cultural Grants – Promote Astoria (Finance)
- 5(k) Jail Services Agreement with Clatsop County (Police)
- 5(l) Spur 14 Water Line – Contract Amendment for Construction Engineering Services (Public Works)
- 5(m) 2016 Paving Project Construction Contract Award (Public Works)**
- 5(n) Agreement between the Verna S. Oller Aquatic Trust and the City of Astoria (Parks)**

City Manager Estes stated a member of the public requested Item 5(h) be removed for further discussion. Councilor Herzig requested Item 5(m) and Councilor Nemlowill requested Item 5(n) be removed for further discussion.

**City Council Action:** Motion made by Councilor Warr, seconded by Councilor Nemlowill, to approve Items (a), (b), (c), (d), (e), (f), (g), (i), (j), (k), and (l) on the Consent Calendar. Motion carried unanimously. Ayes: Councilors Price, Warr, Herzig, Nemlowill, and Mayor LaMear; Nays: None.

**Item 5(h): Lease Agreement with Astoria Regatta Association for Use of East Portion of Heritage Square and Closure of 12<sup>th</sup> Street between Duane and Exchange Streets (City Manager)**

City Manager Estes explained this lease was for use of the parking area on the east side of Heritage Square and the closure of a portion of 12<sup>th</sup> Street. George McCartin requested this item be removed.

George McCartin said the lease agreement lacks the official City of Astoria nondiscrimination clause. He requested the clause be added to the lease.

City Attorney Henningsgaard believed an incorrect copy of the lease was attached to the agenda packet. He understood that staff had added the clause to the lease.

City Manager Estes noted the nondiscrimination clause prevented discrimination based on sex, color, sexual orientation, and other factors, and noted that the clause is added to all of the City's contracts.

Mayor LaMear confirmed that Council would make sure the clause was in the agreement.

**City Council Action:** Motion made by Councilor Herzig, seconded by Councilor Price, to approve Item 5(h) on the Consent Calendar, with the addition of the nondiscrimination clause. Motion carried unanimously. Ayes: Councilors Price, Warr, Herzig, Nemlowill, and Mayor LaMear; Nays: None.

**Item 5(m): 2016 Paving Project Construction Contract Award (Public Works)**

Councilor Herzig said he was contacted by a citizen concerned about the City paving 16<sup>th</sup> Street and then tearing it up again to do the sewer construction. He told the citizen he believed the college was paying for the second project because they asked the City to delay the CSO project while they constructed Patriot Hall. City Manager Estes noted that Staff received a question about this last week. The City paved 16<sup>th</sup> Street in 2009, at which time, Staff understood utility work in the area would need to be done at some point. The college paid for the remobilization costs of the CSO project. Staff will repatch the trenches and rebuild the intersections in the area, but the entire road will not be repaved.

**City Council Action:** Motion made by Councilor Herzig, seconded by Councilor Nemlowill, to approve Item 5(m) on the Consent Calendar. Motion carried unanimously. Ayes: Councilors Price, Warr, Herzig, Nemlowill, and Mayor LaMear; Nays: None.

**Item 5(n): Agreement between Verna S. Oller Aquatic Trust and the City of Astoria (Parks)**

Councilor Nemlowill understood that a pool could not be built in Longbeach, but the Astoria Aquatic Center would be serving people from the peninsula. She asked for more information about the agreement. Director Cosby explained the agreement would allow the residents of South Pacific County access to the aquatic center for drop in visits and group swim lessons at no charge. Staff will invoice the trust fund quarterly to pay for their visits. She hoped the agreement would last for several years.

Doug Knutzen, Ilwaco, Washington, said Ms. Oller left a significant amount of money to construct a pool in Longbeach. However, the City of Longbeach concluded that the trust could not support the maintenance and ongoing repairs of a pool, so they rejected the grant. The trust has been reformulated to benefit the residents of South Pacific County in specific zip codes to provide water safety education and health. Partnerships with local pools allow their residents to use facilities in Astoria and Ocean Park in exchange for quarterly payments from the trust. He hoped the agreement would last forever, but he did not know how well it would be received. Beach

safety education is a big deal in Longbeach because there are fatalities every year, so, the trust is beginning to explore options for beach safety education.

**City Council Action:** Motion made by Councilor Nemlowill, seconded by Councilor Warr, to approve Item 5(n) on the Consent Calendar. Motion carried unanimously. Ayes: Councilors Price, Warr, Herzig, Nemlowill, and Mayor LaMear; Nays: None.

## REGULAR AGENDA ITEMS

### Item 6(a): Public Hearing and Ordinance Adopting Parks Master Plan (Parks) (1<sup>st</sup> Reading)

In 2015, the Astoria City Council adopted a goal to complete a system-wide Parks and Recreation Master Plan. The plan would provide guidance and policy direction for Astoria's parks, aquatics center, recreation center, and recreational programs. In September 2015, a planner was hired to manage the project through University of Oregon Community Service Center's Resource Assistance for Rural Environments (RARE) program, and a 12-member Citizen Advisory Committee was appointed by the Mayor to oversee the process.

The planning process included research on the current inventory and state of the Parks and Recreation Department's facilities and services, their use by the community, and priorities for the future. Over 1,200 community members participated through public meetings, surveys, and focus groups. A comparison with State of Oregon recommendations, peer parks and recreation providers, and national trends was also made to help assess facilities and services provided by the City of Astoria. The result of this research, with the guidance of the Citizen Advisory Committee, was a set of recommended actions. The recommendations were then refined through community input, and a strategy for implementation was developed that included estimated project costs, target completion dates, and necessary staff capacity.

The Astoria Parks and Recreation Comprehensive Master Plan outlines the planning process, research findings, inventory and existing conditions, level of service, needs, recommendations, and implementation strategy. Recommended actions include maintenance and planning initiatives, communications and marketing objectives, operational strategies, partnerships, and capital projects to be implemented over the next ten years. Throughout that period, the document is intended to serve as a guide to the City of Astoria in making future decisions about parks. The document would be updated at regular intervals in the future to ensure the City continues to inspire and meet the open space and recreational needs of its community.

The Citizen Advisory Committee and Parks and Recreation Advisory Board have recommended that the City adopt the Parks and Recreation Comprehensive Master Plan in the Astoria Comprehensive Plan Section CP.028.J pertaining to "Background Plans and Studies." It also recommended that the City amend Comprehensive Plan Section CP.275 pertaining to Parks, Recreation, and Open Space Element, with the addition of a Policy to read as follows:

*"25. The City should use the Astoria Parks and Recreation Comprehensive Master Plan, dated 2016, to guide future decisions for land use, public investment, and determining community needs."*

At its June 28, 2016 meeting, the Astoria Planning Commission held a public hearing and recommended unanimously that the City Council adopt the proposed amendment. A copy of the Staff Report and Findings of Fact as adopted by the Planning Commission is attached. Also attached to this memo is the proposed ordinance. A public hearing on the Amendment has been advertised and is scheduled for the July 5, 2016 City Council meeting. It is recommended that the Council hold a public hearing and adopt the ordinance as recommended by the Planning Commission, Parks and Recreation Advisory Board, and Citizen Advisory Committee. If the Council is in agreement with the recommendation, it would be in order for Council to hold a first reading of the Ordinance.

Mayor LaMear opened the public hearing at 7:12 pm and asked if anyone objected to the jurisdiction of the City Council to hear this matter at this time. There were no objections. She asked if any member of Council had a conflict of interest or ex parte contact to declare. There were none. She read the rules of conduct for the public hearing and advised that the Staff report was available from Staff. She called for the Applicant's presentation.

Director Cosby explained that Staff began applying for grants two and a half years ago to complete a master plan. The City was accepted into the AmeriCorps RARE program, which provided the City with a master planning consultant, Ian Sisson. The planning process has included substantial public input and unprecedented community involvement. She hoped the plan would be heavily utilized to guide the Parks Department into the future. She thanked Mr. Sisson, the Citizens Advisory Committee, and the Parks Advisory Board.

Ian Sisson thanked the community for making his job easy. The community was very engaged throughout the process and excited to get involved. Meetings with the advisory committee, Parks Board, Planning Commission, and City Council went very well.

Councilor Herzig understood many hours were spent working on this and the planning team deserved a round of applause. Mayor LaMear asked members of the Citizens Advisory Committee to stand for recognition.

Mayor LaMear called for testimony in favor of the application.

Jim Holen, 877 14<sup>th</sup> Street, Astoria, said he was a member of the Citizens Advisory Committee. Mr. Sisson did a remarkable job assembling the Plan. When Council must vote on developments within the Parks Department, he encouraged Councilors to use the Master Plan as a guide. The Plan contains evidence-based information that would be useful for making decisions.

Tammy Loughran, 92591 Astor Drive, Astoria, said she was a member of the Parks Advisory Board. This Plan has been a dream come true for the Parks Board, as they have wanted a plan in place for several years now. The Board hopes the Plan is adopted and used continuously because it represents the public's input.

Mayor LaMear called for testimony impartial or opposed to the application.

George Hauge, 1 3<sup>rd</sup> Street, Astoria, spoke impartial to the application. In the future, he did not want the Plan to be referred to as one in which the public favored selling parks. The document and meetings minutes state otherwise, so he requested Council refrain from basing future decisions on them. He also did not want Council to base future decisions on the idea that revenues from park sales go back into the park system because the Master Plan does not guarantee that. The Plan includes information that makes it sound like the City has an excess of parks. However, using math relative to 2020 and 2030 indicates Astoria does not have an excess of parks unless the cemetery and the Riverwalk are included. It was sad to see some people push for selling parks. Some people are definitely in favor of selling the Astoria Recreation Center because of the real estate, which is different from just selling parks. However, access to the water in that area must be maintained. He read past meeting minutes and sections of the plan that supported his comments. There is nothing in the Plan that the City or the Parks Department can point to that says the citizenry is in favor of selling or requires sales revenue to go back to the Parks Department.

Mayor LaMear called for the Applicant's rebuttal.

Director Cosby explained the public was asked if they supported selling or redeveloping underutilized parks in areas that were over served. The responses indicated the public was opposed to selling parks and preferred they be returned to a natural state. However, the Citizens Advisory Committee pointed out the ecological impacts of allowing invasive species to take over in areas that are not maintained. The Committee recommended selling or repurposing the underutilized parks.

Mayor LaMear closed the public hearing at 7:24 pm and called for Council discussion.

Councilor Price asked if this agenda item included adoption of the memorandum on Page 773 of the agenda packet from the Community Development Director to the Planning Commission. City Manager Estes explained that the findings in that memorandum provided the basis for the approval.

Councilor Price suggested the following change to Finding C.2 on Page 775: "The proposed amendment outlines the future development of a Parks and Recreation system in support of a compact, urban form providing a balance of services to ~~tourists and local residents~~ **residents and visitors**." She believed the word tourist sounded bad and referring to them as visitors would result in citizens treating them better. She read Finding D on Page 776 and explained that disposing and reallocating parks was the purview of the Public Works Department

and it would not be done without City Council approval. City Manager Estes added that that Public Works Department manages City properties. However, park sites involve the Parks Department, so reallocating or disposing of parks would be a joint effort and City Council would have to approve any sales.

Councilor Price believed it may become necessary in the future to dispose of or reallocate park land, but she was not calling for that at this time.

Councilor Herzig said he wanted the Plan to include language indicating the sale of any City park must be referred to the citizens. He did not believe any City Council should make such a decision without referring the issue to the citizens. He understood it would be cumbersome, but said the City does not have a good track record with the sale of City properties. City Manager Estes explained that procedures for selling City properties are set by City Council, separate from any master plan. The City Code dictates the process for selling all City properties. Councilor Herzig requested Staff consider a Code amendment specifying no City parks can be sold without a referendum. City Manager Estes clarified he would need direction on this from Council by way of a vote. He suggested Code amendments be discussed separate from the Parks Master Plan.

Councilor Nemlowill believed Parks and Recreation was significant to Astoria's quality of life and she was excited to see what the City could do with the Master Plan. The Citizens Advisory Committee considered property sales a small issue, but the discussion has been magnified and politicized. Selling is a possible option for an underutilized piece of property that Parks is maintaining. She did not believe any of the parks were currently being considered for sale. This plan is a solid representation of the citizen's perspectives. She fully supported adoption of the plan. Councilor Warr agreed.

Councilor Herzig said if the plan is adopted, Council should be prepared to defend the maintenance or natural states of parks. The Parks Department takes a lot of heat for what City Council adopts. He encouraged the public to come to Council if the Riverwalk gets too many weeds or parks are not kept manicured.

**City Council Action:** Motion made by Councilor Nemlowill, seconded by Councilor Warr to hold a first reading of the ordinance adopting the Parks Master Plan. Motion carried unanimously. Ayes: Councilors Price, Warr, Herzig, Nemlowill and Mayor LaMear; Nays: None.

Director Brooks conducted the first reading of the ordinance adopting the Parks Master Plan.

Councilor Herzig confirmed the second reading and adoption would be considered at the next City Council meeting on July 18, 2016.

**Item 6(b): Resolution Adopting Fiscal Year 2016-2017 Water Rate (Public Works)**

**Item 6(c): Resolution Adopting Fiscal Year 2016-2017 Sewer and Combined Sewer Overflow (CSO) Rate (Public Works)**

The Public Works Fund budget, approved by the Budget Committee on April 25, 2016 and adopted by the City Council on June 6, 2016, provides for increases in rates and fees for water and sewer services.

The rate adjustments are as follows:

Water Rates----- increase of 6%  
Sewer Rates ----- increase of 6%  
CSO Surcharge ----- increase of 0%

The water and sewer rate adjustments are necessary to ensure the continued reliable delivery of high quality water and wastewater services. It is recommended that Council adopt the proposed Water and Sewer Resolutions implementing rate adjustments for Fiscal Year 2016-2017.

Councilor Herzig understood people on fixed incomes and others have found these rate increases extremely difficult. He wished the City could find another way to pay for the services. He planned to vote against the rate increases, which he believed pushed people to leave Astoria or cut back on food and medicine.

**City Council Action:** Motion made by Councilor Warr, seconded by Councilor Nemlowill to adopt the Water Resolution implementing a rate adjustment for Fiscal Year 2016-2017. Motion carried 4 to 1. Ayes: Councilors Price, Warr, Nemlowill and Mayor LaMear; Nays: Councilor Herzig.

**City Council Action:** Motion made by Councilor Warr, seconded by Councilor Nemlowill to adopt Sewer Resolution implementing rate adjustments for Fiscal Year 2016-2017. Motion carried 4 to 1. Ayes: Councilors Price, Warr, Herzig, Nemlowill and Mayor LaMear; Nays: Councilor Herzig.

**Item 6(d): Verizon Wireless Leases (Police)**

In keeping with the guidance set out during the March 21, 2016 work session regarding the wireless communications facility at Coxcomb, Staff has negotiated a new lease with Verizon Wireless (VZW) for the site at Reservoir Ridge. The terms of the lease are favorable to the City in value of construction and use of tower for our communication needs. For the term of the lease, there are no monthly payments for lease. The negotiations resulted in two leases. These leases are for the Coxcomb and Reservoir Site. There are two proposed changes to the Reservoir lease not captured in the attached version of the lease. Both are in paragraph 25. One is for VZW (in addition to colocators) to pay the City a onetime payment of \$15,000 toward future maintenance of the road to the site. The second is to the same paragraph to clarify the requirement of colocators to obtain leases with the City in addition to VZW. If City Council indicates they are in concurrence to the terms of this contract VZW plans to sign the lease prior to the next City Council meeting. Following final negotiations of the specific language to the issues above, it is expected the leases will be brought to the next Council meeting for final consideration and signature. The highlights of the leases are discussed in the memo. It is recommended that Council discuss the terms of the leases and provide verbal indication to staff if the terms are acceptable.

Councilor Nemlowill confirmed that Chief Johnston was happy with the terms of the leases. Chief Johnston added the terms were favorable to the City and would allow the City to relocate the tower and update the communication system.

Councilor Warr stated he was in favor the leases.

Councilor Herzig asked how much Verizon would pay for the reservoir site. City Manager Estes explained that Verizon would not pay an annual fee for use of the land. Verizon is building the tower and providing the City with use of the tower. Verizon is also paying for the construction of the equipment shed that would house the City's communications equipment. These terms were proposed at a City Council work session.

Councilor Herzig said future City Councils would determine whether the lease should be renewed. He asked if future Councils could start charging Verizon. City Manager Estes said the lease is for a 25-year term that allows for extensions. City Attorney Henningsgaard added he was not sure about rent, but knew other terms of the lease would not be negotiable.

Councilor Price understood the road to the tower would be an all-season road. She asked if the \$15,000 for maintenance was a one-time fee and if the City would be responsible for rebuilding the road after a landslide. City Manager Estes said the maintenance fee was a one-time fee and colocators would also pay a one-time maintenance fee of \$15,000. The City would be responsible for maintaining the road.

Councilor Price asked if the area was susceptible to landslides, and if Public Works had looked at the geology in the area. Acting Public Works Director Crater said there were a few landslides in the vicinity, but the road was located in a stable spot. The road was previously used for logging and Verizon plans to improve the condition of the road and install drainage, which can prevent landslides. The City would use the \$15,000 to maintain the improved road. The likelihood of a landslide in that area is not high.

Councilor Herzig added this would be a huge savings to the City. He appreciated the citizens that brought information to the City's attention adding this is a victory for the people of Astoria.

Mayor LaMear called for public comments.

George McCartin, 490 Franklin Avenue, Astoria, said he examined the lease closely and did not find the nondiscrimination clause.

Councilor Herzig said he did not see the clause in the agenda packet either, but was sure Staff could correct the matter before the documents are signed. City Attorney Henningsgaard said he just looked up the previous contract that he had approved and realized the clause was missing. However, this contract was drafted by Verizon, but Staff can add the clause.

Ron Zilly, 1444 16<sup>th</sup> Street, Astoria, thanked Chief Johnston for working with Verizon. In balance, this is a good deal for the City. It achieves the goal of getting the tower off of Coxcomb Hill and the public/private partnership investment serves the City and Verizon well. He encouraged City Council to approve the lease. He has negotiated cell tower leases and he understood the terms were negotiable. This lease does not imply that the City cannot renegotiate the terms. He did not believe the visual impact of the tower was known or understood by the citizens, particularly in Ward 4 where it would be visible. The mock up drawings given to the Planning Commission indicated the tower would not be hugely visible in the City, but it would be in the Mill Pond area and lower portions of Ward 4. This could surprise some people.

Mayor LaMear confirmed that Council agreed Staff should move forward with the lease.

**Item 6(e): Change First Meeting Date in September 2016**

Astoria City Hall will be closed on Monday, September 5, 2016, due to the Labor Day holiday; therefore, the first Council meeting in September will need to be changed. Past practice has been to hold the Council meeting on the following day, which in this case will be Tuesday, September 6, 2016.

**City Council Action:** Motion made by Councilor Herzig, seconded by Councilor Price to reschedule the first meeting in September 2016 to Tuesday, September 6, 2016. Motion carried unanimously. Ayes: Councilors Price, Warr, Herzig, Nemlowill and Mayor LaMear; Nays: None.

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

There was none.

The meeting was recessed at 7:53 pm to convene the Executive Session.

**EXECUTIVE SESSION**

**Item 12(a): ORS192.660(2)(h) – Legal Counsel**

The City Council recessed to consult with counsel concerning legal rights and duties regarding current litigation or litigation likely to be filed.

Mayor LaMear reconvened the regular session of the City Council meeting at 9:11 pm with no further discussion.

**ADJOURNMENT**

There being no further business, the meeting was adjourned at 9:12 pm.

**ATTEST:**

**APPROVED:**

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

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

A special meeting of the Astoria Common Council was held at the above place at the hour of 12:00 pm.

Councilors Present: Nemlowill, Warr, Price, Mayor LaMear

Councilors Excused: Herzig

Staff Present: City Manager Estes, Community Development Director Cronin, Planner Ferber, Parks and Recreation Director Cosby, Finance Director Brooks, Fire Chief Ames, Police Chief Johnston, Public Works Director Cook, and City Attorney Henningsgaard. The meeting is recorded and will be transcribed by ABC Transcription Services, Inc.

## REGULAR AGENDA ITEMS

### **Item 3(a): 2016 Street End Bridge Repair Project – Design Contract Award (Public Works)**

The City of Astoria has six timber street end structures at the north ends of 6<sup>th</sup>, 7<sup>th</sup>, 8<sup>th</sup>, 9<sup>th</sup>, 10<sup>th</sup> and 11<sup>th</sup> Streets that are inspected annually by the Oregon Department of Transportation (ODOT) Bridge Department. ODOT inspects the structures and makes recommendations for repairs that will permit the structures to safely remain open. Without the identified repairs, the structures will be recommended for closure to both vehicular and trolley traffic by ODOT staff. ODOT has conducted inspections for 2016 and has made recommendations for repairs on all of the structures. Due to the nature of the repairs, ODOT has given the City until August 1, 2016 to be well underway with the repair effort. The City is working with ODOT on mitigation measures that could allow an extension of the completion date.

Most of the structures are currently limited to a 3-ton vehicle load due to their poor condition. The recommended repairs target the existing bridge load limits of 3 tons. The repairs will be designed to include only what has been deemed absolutely essential in order to minimize the expenditure of funds prior to the upcoming planned replacement of the structures. To assist with this effort and coordination with ODOT, the City has received a proposal from OBEC Consulting Engineers (OBEC) for design services and construction support. OBEC is currently working on the Waterfront Bridges Replacement Project and has just completed our Trolley Trestle Inspection for 2016. They have the information and resources necessary to help the City quickly identify and implement the most cost effective repair solutions to be compliant with ODOT requirements.

The City's past compliance with the ODOT recommendations has aided the City in obtaining a \$9,487,000 million dollar grant from Federal Bridge replacement funds through the State Transportation Improvement (STIP) program. This same program funded at a 90 percent level the replacement of the Franklin Avenue Bridge, and the replacement of the Irving Avenue Bridge. It is anticipated that construction of the Waterfront Bridges Replacement Project would commence during the fall of 2017. The replacement project is currently being designed.

OBEC has provided a proposal for design services and construction support for the 2016 Street End Bridge Repair Project in the amount of \$43,031.00. OBEC is listed on the ODOT Consultant List for Local Public Agencies so staff recommends executing a personal services contract for design services and construction support per Astoria Code Section 1.967C(3), Award from a Qualified Pool. Funding for this design project will come from the Promote Astoria Fund where funds are allocated in the Fiscal Year 2016-2017 budget for trestle repairs. The City Attorney has reviewed and approved the contract as to form.

During design work, City staff will work with OBEC for procurement of a contractor with the goal of getting repair work started as soon as possible. The required repairs have initially been estimated by staff to cost approximately \$150,000. It is expected that funding for the repairs would come from the Capital Improvement Fund and / or the Promote Astoria Fund. We are currently looking into ways to potentially reduce the cost by: utilizing City staff repair work; targeted load rating evaluation; and strategic reinforcement on street ends that already have mobility limitations. We anticipate bringing a construction contract to City Council for approval before the end of the month.

Staff will contact affected businesses and the Trolley Association prior to start of construction. The repair work is expected to take approximately 30 days to complete.

It is recommended that the City Council authorize the award of a personal services contract to OBEC Consulting Engineers, Inc. in the amount of \$43,031.00 for design and construction assistance for the 2016 Street End Bridge Repair Project.

City Manager Estes stated he had informed the Governor's Office about the structural issues and stressed the importance of providing access to the businesses in the project area and uninterrupted operation of the trolley during construction. Mark Ellsworth is working with ODOT to ensure a positive working relationship and help them understand the sensitivity of this matter.

Assistant City Engineer Crater confirmed design documents would be complete in about two weeks. During the process, OBEC would work with Staff to prioritize tasks. Staff is keeping public safety in mind while repairing the structures in the most cost effective way possible.

Mayor LaMear invited the public to speak about the 2016 Street End Bridge Repair Project.

Frank Kemp, Astoria Riverfront Trolley, said he was the maintenance coordinator and track inspector. He thanked the Engineering Department and City Council for supporting the trolley. The City has broken its back to keep the trolley running. August is the trolley's main money-making month and he hopes it will run as much as possible. His role is to ensure communication is set up so the trolley employees know when contractors are working underneath the structures. He has spoken with Engineer Crater and believes a good system is in place.

Jim Wilkins, 101 W. Grand, Astoria, Vice President, Riverfront Trolley Association, said people come from all over the world to ride the trolley. He understood the trolley would have to be shut down at some intervals, which have not been defined in the agreement. It is important to draft a final agreement with the contractor that includes a clearly defined schedule so that the Trolley Association knows in advance when the trolley will be shut down. This information needs to be forwarded to the Chamber of Commerce as well because people call the Chamber to find out if the trolley is running.

City Manager Estes confirmed that throughout the process, Staff would have a good line of communication with the Trolley Association, property owners, and business owners in the area to discuss closures.

Mr. Wilkins reiterated that the closures need to be defined in advance with the contractor. Typically, the City requires contractors to submit a construction schedule. The schedule needs to include anticipated shutdowns.

City Manager Estes said it is also important to consider that in working with ODOT, the City has a very tight timeline. The timeline must be met to avoid permanent closures. The Trolley Association will not be left out of this process.

Mr. Wilkins stated the project has come up abruptly from his perspective. He brought the trolley to Astoria on his low boy 15 years ago and has been consistently running the trolley up and down the tracks ever since. All of a sudden, there is now an alarm that sounds for some bureaucratic reason and the schedule is important.

Engineer Crater explained that ODOT inspects the structures annually. Part of the trestles and the street ends have deteriorated, some more than others, because of the nature of their uses. The structures decay from the inside out and eventually result in a safety issue. Several of the structures are no longer safe and must be repaired within a short timeframe. He suggested the Trolley Association meet with the contractor so that Staff can work to minimize disruption. Replacing the stringers would be incredibly disruptive to the trolley, so steel members will be added underneath. Keeping everyone's interests in mind is a balancing act, but Staff is happy to keep the Trolley Association directly involved in the scheduling.

Mr. Wilkins thanked Staff adding the Association just wants to be part of the team.

City Manager Estes clarified that Staff has conducted an analysis of the trolley trestles in between the street ends, which will need repairs. Those repairs will be discussed at the next regular City Council meeting, but Staff would be in contact with the Trolley Association prior to the meeting.

Ted Langdon, Scheduler for the Trolley, said the trolley makes many special runs, so he needs as much advance notice of closures as he can get. It sounds like this will be taken care of, but he wanted to reiterate the closures would be an issue.

Mayor LaMear called for Council discussion.

Councilor Warr said it is imperative that the City move forward with the project as quickly as possible. The project timeline indicates work must be complete eight days after receiving the engineering reports. He did not believe this would be possible and asked Staff for clarification on how much time the City has to complete the work. City Manager Estes explained that Staff would demonstrate to ODOT that the City is quickly addressing the safety issues by getting a design contractor in place. Staff will work with ODOT to get additional inspections done to ensure the public safety issues are addressed. Engineer Crater added that the Public Works Department is already preparing a solicitation for construction services so that a contractor can be found during the design phase of the project. Staff will also prioritize the street ends during construction to keep the trolley running. Critical members underneath the structures will be monitored weekly or daily during construction to mitigate against the short deadline while providing a safe structure for the public to use. Staff anticipates a 30-day construction window, with the critical repairs being completed in the first two weeks. At this point, he was unable to estimate how long the trolley would be shut down, but Staff's goal is to avoid shut downs altogether. If there are disruptions, Staff will work to ensure those disruptions are minor.

Councilor Nemlowill asked why the only option was to impact access to businesses and operation of the trolley. City Manager Estes said once ODOT conducts inspections, a review is done by the federal government that provides a timeframe for ODOT. If the timeframe is not met, the unsafe structures must be shut down. The street ends could only be used by pedestrians if these repairs are not made on time.

Councilor Nemlowill asked if there was any way to avoid such rotten timing in the future. She understood that once the street ends are replaced, they would not be an issue for decades. However, there are more street ends and trestles. She asked if ODOT could do inspections at a time that would not interfere with tourist season. Engineer Crater said ODOT contracts with a consultant to do the inspections, typically in the spring. All of the bridges in Astoria are inspected according to the consultants' availability. Reports are compiled and sent to ODOT for processing and evaluating. ODOT rates any safety issues and when the ratings get low enough, the structures must be closed. Astoria's street ends already rate low, so Staff does not have much latitude. Staff can speak to ODOT about modifying the timing in the future. This is a substantial project, which he hopes will return Astoria to a minor maintenance standard. City Manager Estes added that if Astoria did not have the \$9.5 million grant to rebuild the street ends, the City would be in a much worse situation because Staff would have to figure out how to make annual repairs necessary to withstand a 3-ton load limit. The grant is the silver lining of this project because it allows Staff to rebuild the structures with steel and concrete.

Mr. Wilkins said the trolley is shut down every year between January 1<sup>st</sup> and spring break.

Councilor Price said the State does not seem to care about the trolley being closed at the beginning of each year. She asked who established the 3-ton load limit. Engineer Crater was not sure, but believed the load would limit single-unit trucks and freight from passing over the structures. He explained that three tons would accommodate most passenger cars, small trucks, and small SUVs, which permits between 90 and 95 percent of the traffic that goes over the street ends.

Mayor LaMear confirmed OBEC understood the dire situation with the timeline. Engineer Crater added he had been in communication with OBEC all week and would send them a notice to proceed that afternoon if Council authorizes this contract. OBEC is aware of this special meeting and is ready to begin working immediately.

Mayor LaMear believed it was critical to make permanent repairs to the structures without so much disruption. However, she was concerned about the project deadline. Engineer Crater said Staff is on track to meet the project completion date in the fall of 2017. Staff, ODOT, and OBEC are working diligently to complete the project

on time. However, the environmental permitting has its own timeline and deadlines, which could push the project out to the next in-water work period.

Mayor LaMear offered to submit a letter from City Council or speak to representatives to help the project move forward. Engineer Crater said he would forward Mayor LaMear's offer to the project manager. City Manager Estes added that the Governor's Office is also aware of this project.

**City Council Action:** Motion made by Councilor Price, seconded by Councilor Nemlowill to authorize the award of a personal services contract to OBEC Consulting Engineers, Inc. in the amount of \$43,031.00 for design and construction assistance for the 2016 Street End Bridge Repair Project. Motion carried unanimously. Ayes: Councilors Price, Warr, Nemlowill, and Mayor LaMear; Nays: None.

**Item 3(b): Authorization to Award Contract – Astoria Aquatic Center Waterslide Pump and Valves Replacement (Parks)**

The waterslide feature at the Astoria Aquatic Center closed on June 17th when the pump used to propel water down the slide fell into disrepair. Originally, a pump from a fishing boat was donated to the Astoria Aquatic Center in 1998 during construction to help defray the costs associated with the waterslide.

The pump has been retrofitted to be used with the waterslide and parts of the old system are now in disrepair and failing. There are two check valves in the pipe system designed to block buildups of air or water pressure from causing damage. Since these check valves have failed, damage has occurred to the strainer basket housing, lid, and the impellor of the pump. A tremendous amount of pressure builds up while the pump is in operation and air is pulled into the system through the strainer basket housing and lid cracks that have formed from years of the "water hammer" effect occurring due to the failed valves.

If the pump is run in its current state, there is potential for the lid to blow apart under the force of the pressurized water and air and cause significant injuries. The best course of action is to replace the pump with a 15 HP Pentair EQ Series Pump, replace the failed check valves, and adapt the existing plumbing system to accommodate the new hardware. A new pump will be safer, quieter, and will be connected to a variable speed drive system that will allow a small amount of water to constantly recirculate while the waterslide is not in use, lowering the chance of a "water hammer" effect from occurring by eliminating the need to prime the pump before use.

Parks and Recreation Department staff solicited three quotes to replace the existing waterslide pump and failed check valves with a new 15 HP Pentair EQ Series Pump and new hardware. The Pool and Spa House provided a quote in the amount of \$12,125.38 within the three-week quote deadline. Funds to replace this pump are available in the Capital Improvement Fund.

It is recommended that City Council award a contract with The Pool & Spa House in the amount of \$12,125.38 to replace the existing waterslide pump and failed check valves with a new 15 HP Pentair EQ Series Pump and new hardware.

Councilor Price asked why it took three weeks to come to the Council with this issue. The waterslide is a big feature at the Aquatic Center. She also wanted to know how long installation would take. City Manager Estes said purchasing procedures require Staff to solicit quotes, this is a busy season for pool supply companies, and only one bid was received during the three-week solicitation period. Originally, Staff wanted the pump replaced during the last fiscal year, but this is the timeframe it took to get responses and follow City policies. Director Cosby confirmed that the contractor plans to have installation complete before the end of July. However, the contractor is very busy and the pump must be made to order. As soon as Council authorizes the contract, Staff will start the process of having the pump made.

Councilor Price understood there was no way of doing to an internet search to compare pricing between online retailers.

Councilor Nemlowill asked how this has impacted the Aquatic Center's revenue. Director Cosby said it was too early to tell, but June and July are the busiest months of the year.

**City Council Action:** Motion made by Councilor Nemlowill, seconded by Councilor Price to award a contract with The Pool & Spa House in the amount of \$12,125.38 to replace the existing waterslide pump and failed check valves with a new 15 HP Pentair EQ Series Pump and new hardware. Motion carried unanimously. Ayes: Councilors Price, Warr, Nemlowill, and Mayor LaMear; Nays: None.

City Manager Estes asked for clarification on his spending limit of \$10,000. He explained that during the most recent budgeting process, the Public Works Department was questioned about a composite samplers used to test raw sewage that enters the water treatment plant. The composite samplers must be replaced and Staff has received a bid for \$9,880, which is within the City Manager's spending limit. However, shipping costs raise the total to more than \$10,000. He consulted with City Attorney Henningsgaard, who determined this was a Council policy matter. He asked City Council to determine whether the total contract price included shipping charges.

Councilor Nemlowill said she trusted City Manager Estes' judgment. Mayor LaMear agreed.

City Attorney Henningsgaard noted that the Flavel Building at 904926 Commercial Street sold earlier that day, so the City would realize \$10,000 on its agreement with the Flavels. Marcus and Michelle Liotta purchased the building. They plan to use the Flavel Building for two of their businesses and rent out two other business locations.

**ADJOURNMENT**

There being no further business, the meeting was adjourned at 12:40 pm.

**ATTEST:**

**APPROVED:**

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

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

## **Astoria Library Board Meeting**

Astoria Public Library

June 28, 2016

5:30 pm

**Present:** Library Board members Kate Summers, David Oser, and Susan Stein. Staff Interim Manager Anne Odom, City Manager Brett Estes, and ALFA Representative Steve Emmons.

**Excused:** Kimberley Chaput and Chris Womack

**Others Present:** Anne MacGregor and Drew Herzig

**Call to Order:** Chair Kate Summers called the meeting to order at 5:35 pm.

**Approval of Agenda:** The agenda was approved with the addition of an update on the search for a new Library Director.

**Approval of Minutes:** The minutes of May 24, 2016 were approved as presented.

### **Library Options:**

#### **Item 4(a): Develop a Formal Recommendation to City Council**

David Oser reviewed the City's past efforts to renovate the library or build a new one and explained how those efforts resulted in the options currently being considered by City Council. Board members reviewed a memorandum drafted by Mr. Oser, which included a draft recommendation, excerpts from the Metz Study, and findings in support of the recommendation. Chair Summers read the memorandum, which indicated the Board was in favor of building a new 18,000 square foot library in Heritage Square east of the Garden of Surging Waves. The Board and Staff discussed the memorandum with the following key comments:

- A second joint Library Board/City Council meeting will be scheduled in July that will provide the Board with the opportunity to advise Council on their recommendation.
- The Board agreed it was appropriate to include portions of the Metz Study because it so accurately reflected the community's needs.
- Board members discussed some minor wording and formatting changes that would add clarity, reasoning, and background information to their recommendation.
- The Board and Staff briefly discussed cost estimates for a renovation, which accounted for building challenges and included high contingencies.
- The Board agreed the benefits of Option E included the square footage and the ability to keep the library open during the construction of a new building.

A member of the audience who did not give her name asked how likely the public would be to pass a bond if City Council adopted Option E or F. Mr. Oser explained that current funding is already sufficient to get the project started and would spur philanthropic fundraising that would move the project forward. However, a housing component would affect total project costs. Gap funding through a bond will be necessary, regardless of the option chosen. He believed the Board's recommendation had the highest likelihood of reducing the gap in funding.

City Manager Estes added it would be up to Council to decide to move forward with a bond.

Chair Summers commented there were few better investments than a library for children and the entire community. She noted she had benefitted quite a bit from people making similar large investments in the past, so she hoped Astorians would see that while library would be expensive to build, the community would get that money back. She called for public comments.

Steve Emmons said he has always supported a less expensive and less ambitious version of Option A. More than two years ago, he donated \$500 to the library renovation project. If every man, woman, and child followed his lead, the project would now have more than \$5 million. However, this is an unrealistic expectation. If the community truly wants a grand palace of information, show him the money.

Anne MacGregor said she questioned the idea of building apartments above the library. She believed living spaces would create more parking problems.

Chair Summers and Mr. Oser explained it would be up to City Council to consider the details of the housing aspect of the project, noting that the Board's focus is restricted to the library.

The Board continued with the remaining agenda items at this time and returned to this discussion just prior to adjournment.

**Board Reports:**

**Item 5(a): Reports of Community Presentations**

Chair Summers and Mr. Oser attended the Sunday Market to share the library options.

**Library Director's Report:**

Interim Manager Odom reported that no new projects would be started while the City was still looking for a Library Director. She also reported on permanent and temporary staffing changes, including Patty Skinner's retirement in the fall. Staff has been very supportive through the changes and the summer reading program is going well.

**Update on ALFA Activities:**

Steve Emmons reported that ALFA's balance was \$6,178.02. He read a letter ALFA wrote to the City of Astoria volunteering to clean the mold from the planters outside the building and thanking Staff for working on the library's lighting.

Mr. Oser thanked ALFA for providing the library with so much over the years.

**New Business:** None

**Old Business:**

**Item 9(a): Director Search Update**

City Manager Estes said five candidates would be interviewed in July. He described the City's standard hiring process, which includes public involvement and round robin interviews.

**Public Comments:** Chair Summers confirmed there were no additional comments.

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

The Board returned to the discussion of the memorandum.

The Board reviewed each paragraph of the memorandum and agreed to minor wording and formatting changes. The final document would be sent to Interim Director Anne Odom for distribution to the other Board members.

David Oser moved that the Astoria Library Board recommend to City Council approval of Option E along with the Board's formal written recommendation. The motion was seconded by Susan Stein and passed unanimously.

The Board proceeded to Adjournment at this time.

**Adjournment:** There being no further business, the meeting was adjourned at 7:04 pm.

Respectfully submitted,

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Paula Pinyerd, ABC Transcription Services, Inc.

## Library Recommendation

Approved June 28, 2016

The Advisory Board of the Astoria Public Library unanimously recommends that the City build a new 18,000 square foot library in Heritage Square, east of the Garden of Surging Waves. As a board our focus is solely on the library. We express no formal preference between Options E and F.

We believe that a new library will most closely meet the needs and vision of the citizens of Astoria as voiced in the 2013 Needs Assessment Study. The Study's findings are summarized as follows:

### Needs Assessment:

"Several hundred Astorians participated in the study which identified community needs, vision concepts, and service priorities with respect to the Public Library. They identified the library as an important player in meeting these important community needs:

- Life-long learning opportunities for all ages.
- Places for children and families to engage in activities that develop the language and literacy skills of young children so that they can be ready for school.
- Positive options for teens that will spark and nurture their self-development, creativity, and self-esteem.
- Beauty, light, spaces, and activities to help residents counter the negative side of the prevailing climate.
- Spaces and activities that bring people together to help break their isolation.

"These concepts express the community's vision for the Astoria Public Library

- A building that is attractive, enjoyable, sustainable, affordable and that is an inviting, comfortable destination place for the community and visitors.
- A collection rich with information and learning resources that spark a passion for learning in the next generation.
- City financial support to strengthen the library's capacity to realize the vision and provide the desired services.
- A space that is inclusive of everyone in the community and provides a "level playing field" for all ages.
- A program that helps create community by engaging the public, creating opportunity for people of Astoria to connect with one another, and that makes the library the community's favorite gathering place.

"Astorians are interested in a broad range of services but most important is the renovation of the building itself to provide an "attractive, enjoyable, sustainable, and affordable" public library. Once in that facility, they most want:

- Improved quality, currency, and quantity of books--collections that are ample and easily accessible in any format, physical or content.
- More space dedicated to creating a much improved children's room.
- Updated technology, including more computers, self-service options, laptop plug-in capacity.
- Dedicated zones for "quiet", children, teens, and small and large meeting room spaces.
- More open hours."

#### Recommendation Support for Option E:

- Economical Alternative During Construction
  - Total Renovation: Required to bring the existing library building up to code, let alone create the kind of library Astorians want. Possible concern regarding hidden unexpected expense.
  - Seamless Library Operations: Renovation would necessitate identifying and outfitting alternative space for library operations and collections during construction, which is detrimental to a high level of library service.
  - Construction Timeline: It has been estimated that the work will take at least a year. Extended timelines would exacerbate library service issues and may negatively impact funding opportunities.
- Economic Alternative After Construction and Beyond:
  - Clear Sight Lines: Lacking in all renovation plans, clear sight lines make a new building less expensive and safer to operate.
  - Maintenance: Renovation with two levels necessitates higher maintenance costs for extra bathrooms, stairways and elevator.
- Funding Opportunities:
  - Foundation, Grant, and Individual Fundraising Opportunities: Desired fundraising targets are likely to be more achievable with tangible new construction as compared to renovation.

A new library would be an economic anchor for 12th Street and effectively expand downtown farther south. While these ancillary benefits are difficult to quantify, a beautiful, modern library is a beacon for residents and visitors alike. A new library at Heritage Square will be a cultural, social, and economic benefit to Astoria for generations to come.



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Kate Summers, Board Chair

## ASTORIA PLANNING COMMISSION MEETING

Astoria City Hall  
June 28, 2016

### CALL TO ORDER:

President Pearson called the meeting to order at 6:30 pm.

### ROLL CALL:

Commissioners Present: President David Pearson, Vice President Kent Eason, McLaren Innes, Sean Fitzpatrick, Daryl Moore, Jan Mitchell and Frank Spence.

Staff Present: Planner Nancy Ferber, City Attorney Henningsgaard, Parks Director Angela Cosby, and Parks Planner Ian Sisson. The meeting is recorded and will be transcribed by ABC Transcription Services, Inc.

### APPROVAL OF MINUTES:

President Pearson asked for approval of the minutes of the May 24, 2016 meeting. Commissioner Innes moved that the Astoria Planning Commission approve the minutes as presented; seconded by Commissioner Moore. Motion passed unanimously.

### PUBLIC HEARINGS:

President Pearson explained the procedures governing the conduct of public hearings to the audience and advised that handouts of the substantive review criteria were available from Staff.

### ITEM 4(a):

CU16-04 Conditional Use CU16-04 by Oscar Nelson to locate light manufacturing (grow marijuana and soap making) in an existing retail/storage space at 487 W Marine in the C-3, General Commercial zone.

President Pearson asked if anyone objected to the jurisdiction of the Planning Commission to hear this matter at this time. There were no objections. He asked if any member of the Planning Commission had any conflicts of interest or ex parte contacts to declare.

Commissioner Fitzpatrick declared that he hires the property owner, who is a drywall contractor. However, this would not affect his decision. He believed his vote would be impartial.

President Pearson asked Staff to present the Staff report.

Planner Ferber reviewed the written Staff report. Staff recommended approval of the request with the conditions listed in the Staff report.

Commissioner Innes asked for clarification about the landscaping requirements. Planner Ferber explained that landscaping was a requirement for temporary occupancy. When the property owner applied for temporary occupancy, he planted the only plants he was able to buy at the time. Therefore, Staff added the condition that plants must be maintained and landscaping would be reviewed in one year.

Commissioner Moore asked if the legality of the operation was a review criterion. Planner Ferber said distributing marijuana would trigger a review by the Oregon Liquor Control Commission (OLCC) and the Police Department. However, the Applicant would just be growing plants. Staff cannot create conditions of approval for illegal activities, so illegal activities are not reviewed. City Attorney Henningsgaard further explained that possessing and growing marijuana is illegal under federal law, but is decriminalized under State law. He did not know how the decriminalization process would apply to research and development.

Commissioner Moore said he understood the APC was not tasked with reviewing the legality of operations and activities.

President Pearson opened the public hearing and called for a presentation by the Applicant.

Oscar Nelson, 1444 Commercial St., Astoria, said since he filed the application, his wife has decided to move the soap and lotion making to another location. Medicinal cannabis would be grown in the facility. He and one other person at the facility will have medicinal licenses. The operation will conduct research and development for equipment. He would also like to sell plant starts if he can find a legal avenue to do so. He is part owner of Sweet Relief and is comfortable with the required documents and procedures. He believed the facility would have no impact on the community. No odors or adverse traffic would be generated. He has a garden store and a license to grow cannabis, so he would like to try out different equipment and techniques. He hoped the City would approve his request, allowing him to be an entrepreneur. He wanted the facility to be for light manufacturing so that he is not restricted to cannabis because he might want to produce root beer.

Vice President Easom asked if the Applicant had received permits from the State. Mr. Nelson said not yet. However, once the permits are received, the plants would come in. The facility will remain empty until he receives the permits. He does everything legally and he has been careful and responsible. He confirmed that he had no plans to retail any of the cannabis. He might sell plant starts if it is legal, but his goal is to experiment with equipment and plants.

Commissioner Fitzpatrick confirmed that the facility on 13<sup>th</sup> Street had a grow operation in the basement.

President Pearson called for testimony in favor of or impartial to the application. There were none. He called for testimony opposed to the application.

Linda Stevens, 490 Hamburg, Astoria, said she owns her home and the home at 486 Hamburg. Both properties back up to the proposed grow operation and she did not want it in her neighborhood. The tenants in her duplex are very concerned and have talked about moving because they do not want to live next to a marijuana grow operation. She has nothing against Mr. Nelson and believed he was a great business man. She was only opposed because she lives next to the facility. She has owned her house since before the building was built. Mr. Nelson keeps saying that growing plants is what he wants to do for now, but then he wants to sell plants. If he were into rhododendrons, she would buy them by the buckets. However, she had concerns because her property borders the facility. She watches what goes on at the facility and does not want it in her backyard.

Commissioner Mitchell asked what Ms. Stevens' concerns were.

Ms. Stevens said currently, there seemed to be a lot of traffic, especially on weekends, but she did not want to get into the details of her concerns. She plans to put up a fence because the property owner over sprayed and killed her yard. She did not want marijuana growing, even if it is to find out which light would grow the plants better. Growing marijuana is a step toward more activity than the property can handle, especially parking. Large trucks go in and out of the gas station and what goes on is interesting. The community sees the front of the building, but does not see what goes on in the back.

President Pearson called for the Applicant's rebuttal.

Mr. Nelson said Ms. Stevens had valid concerns, but he was confident her concerns would be considered unfounded as time went on. He offered to give Ms. Stevens his personal number and invited her to call him with any concerns. He wanted to make sure he had a good business environment. The facility is currently a retail establishment, so there is traffic going in and out. The area in the back is employee parking. Her concerns are news to him, but if he needs to address something, he would make sure the issues are handled.

President Pearson closed the public hearing and called for Commission discussion and deliberation.

Commissioner Moore said it is difficult to consider residential zones adjacent to commercial zones. He understood residents being concerned about the commercial spaces, but the C-3 zone is zoned for this type of activity. He appreciated that the business owner is concerned about the neighbors.

Commissioner Fitzpatrick said he sympathized with residential property owners adjacent to commercial properties. He owned a property adjacent to the Applicant's last enterprise and he did not feel that it affected the use of his property.

President Pearson appreciated the neighbor's concerns. However, Staff has done an extensive review and set some meaningful conditions. The request meets all of the criteria the APC is asked to review.

Commissioner Innes believed the owner would respond to any of Ms. Stevens concerns if any issues occur after the business has begun. The APC cannot ignore the rules that go along with this type of application and review. She thanked Ms. Stevens for expressing her concerns.

Vice President Easom said most of the activity would be due to the retail business, the indoor garden supply store. The grow room is 30-feet by 25-feet and would be enclosed. He did not believe this would have a negative impact on the neighbors because the Applicant is prohibited from allowing any light or odors to escape. He believed Ms. Stevens was concerned about the concept of marijuana being grown in the neighborhood. However, he believed the Applicant would be a good neighbor because he has been in the past. The zoning gives the Applicant the right to be in the facility and the operations are legally permitted.

Commissioner Mitchell agreed with the rest of the Commission. The large trucks that go in and out of the area create noise and fume issues. She did not believe the grow operation would create more of a hazard or problems for the neighborhood. The Applicant's downtown operation has been a very quiet business. Given the zoning, there is no way for the APC to deny this request. The Applicant has complied with Staff's requirements. Residents can request changes if the business becomes a problem.

Commissioner Moore moved that the Astoria Planning Commission adopt the Findings and Conclusions contained in the Staff report and approve Conditional Use CU16-04 by Oscar Nelson, seconded by Commissioner Innes. Motion passed unanimously.

President Pearson read the rules of appeal into the record.

ITEM 4(b):

A16-03                      Amendment A16-03 by Astoria Parks and Recreation Department to amend the Astoria Comprehensive Plan to include the Astoria Parks and Recreation Comprehensive Master Plan, city wide. This issue was continued from the May 24, 2016 meeting.

President Pearson asked if anyone objected to the jurisdiction of the Planning Commission to hear this matter at this time. There were no objections. He asked if any member of the Planning Commission had any conflicts of interest or ex parte contacts to declare.

Commissioner Mitchell stated she would abstain from voting because she did not attend the last hearing. However, she had read the Master Plan and the minutes of the hearing. City Attorney Henningsgaard said this was not a quasi-judicial hearing, so Commissioner Mitchell did not have to abstain. He explained this was a legislative hearing and the APC's decision would be a recommendation to City Council. Commissioner Mitchell understood and said she would participate.

President Pearson asked Staff to present the Staff report.

Planner Ferber said Staff would give a presentation in lieu of a Staff report. All correspondence received and text amendments made since the last hearing were included in the agenda packet.

Ian Sisson, Parks and Recreation Planner, 1555 W. Marine Dr., Astoria, presented the updates made to the draft Master Plan and Staff report, and a memorandum summarizing the modifications made since the last hearing. The Citizen Advisory Committee and Parks Advisory Board unanimously voted to recommend that City Council adopt the Plan.

Vice President Easom said the Citizen Advisory Committee and Parks Advisory Board raised the priority level of staffing and maintenance. He asked if this was reflected in the revised Plan. Mr. Sisson stated that the Plan

communicates the priorities to decision makers in several ways. The implementation strategy prioritizes projects by recommendation completion dates for each action item. The recommendations are composed of narrative text and action items. Additionally, the Plan includes a matrix displaying the recommendations, projects, action items, and target completion dates. The executive summary also lists top priorities.

Commissioner Spence believed the City owns about 1300 parcels of land. Three years ago when the City discussed selling properties, the properties being considered for sale were not parks. He was in favor of selling any undevelopable parcels of vacant land to adjacent property owners. This would put those properties on the tax rolls and generate revenue for the City, which is needed to support the Parks and other departments. He believed the option to sell non-park properties should remain open.

President Pearson asked Staff to clarify what the APC was being asked to consider. Director Cosby explained that the Plan only applies to park land, not the other parcels that have been discussed in the past. The Plan identifies specific parks as underutilized and in over served areas. If the Plan is adopted, the City would consider repurposing or selling those parks.

President Pearson called for public comments.

George Hague, 1 3<sup>rd</sup> Street, Astoria, said he sent letters and email that had been included in the agenda packet. Mr. Sisson has done a wonderful job, but he was concerned about how the City would implement the Plan. One of the findings says the Plan identifies a higher than normal level of park land per capita and several underutilized parks. This finding will probably be used to satisfy a 20 year supply of residential or commercial land. The City will sell the underutilized parks to a private interest. In 100 years, the finding could be used again to sell even more parks in order to supply more residential and commercial properties. At some point, the City needs to maintain its parks. The report is full of statement after statement from residents opposed to selling parks. The citizens would like a higher level of service, but do not want the City to sell parks. The question about selling parks received negative responses, and then Staff separated it into two questions. The residents indicated a preference for allowing parks to return to a natural state rather than selling them. However, the Plan states the City will need more residential and commercial land over the next 20 years without indicating how much park lands will be needed in that time. Based on the projected population for 2036, Astoria's park lands will be within the recommended range. If the City sells parks and ends up with a deficit 20 years from now, it will be very difficult to buy more parcels. The minutes of a Citizen Advisory Committee meeting indicates the committee members were opposed to selling parks and were concerned that once park lands are sold, they can never be reclaimed. The APC needs to consider this. The cemetery takes a lot of Staff time because it is 100 acres. Staff is not doing as good a job as they used to on the cemetery because the City has cut the Parks budget each year since 2009. Since the department no longer has the funds to maintain its parks, the City has decided to sell some of the parks. This Plan does not state that revenues from park sales will benefit the Parks Department. The money would go into the General Fund. He attended the last Citizen Advisory Committee meeting where people were quite concerned about the sale of parks. Committee members believed they were only discussing the sale of ace parkland, which they referred to as real estate. However, the finding in the Staff report states several sites could be sold. Six or seven years from now when the City begins selling land, the public comments included in this Plan will be forgotten, but the finding will not. Page 41 of the Staff report indicates that selling underutilized parks did not rate favorably and that respondents preferred developing or reducing maintenance of those parks. Page 55 of the Staff report states the community has expressed that reconfiguration or alternative uses of facilities are strongly preferred to sales. City Staff was the only one of 13 focus groups mentioned selling parks. Yet now, the City will move forward with this finding in support of selling parks. This is not right. Astoria has an overage of basketball and volleyball courts; football, baseball, and softball fields; and playgrounds. He did not believe the City would try to get rid of those sports and playground facilities. This should have been presented in the Staff report, instead of the finding that parks should be repurposed to meet residential and commercial land needs. Staff will say this will be further investigated, but who will do the investigation? The same focus group that was in favor of selling? Staff will say this is subject to future public hearings, but how many people spoke on this issue last month? He had a problem with Staff's analysis. While he applauded the work done by Mr. Sisson and the Parks Department, he was concerned about the direction the City would go. However, he would not be surprised if the APC recommended City Council adopt the Plan. This Plan could be recommended with limits to the sale of City parks. The APC could ask Mr. Sisson to revise his numbers to represent 2036 and show that park lands would be within the recommended range. The APC could also recommend that Council refrain from cutting Parks funding. If Parks had more funding, it would not be necessary to discuss selling parks. He believed the residents of 2036 would appreciate the City maintaining its current

acreage. The park system should not be sliced and diced in order to deal with the issues. The Parks Department is responsible for many things he does not consider parks, yet their budget continues to decrease. The City should focus on ways to cut back on the non-park responsibilities that have been assigned to the Parks Department.

President Pearson closed the public hearing and called for Commission discussion and deliberation.

Commissioner Fitzpatrick asked Staff to respond to Mr. Hague's comments. Mr. Sisson clarified that the evaluation of land that could be sold or repurposed was directed towards lands that are not legally dedicated as park land in areas that are already over served. One such property is Birch Field in Alderbrook. The Astoria Recreation Center was also considered because the Plan recommends a feasibility study on combining the recreation center at the aquatic center site. This could potentially involve the sale of the old yacht club and current recreation center facility. Oceanview Cemetery was also a consideration. This would just be a matter of due diligence to determine what could be gained by land sales, like whether the revenue would go directly to the Parks Department or time saved by the maintenance department. Several acres of land are not dedicated park lands, nor are they considered part of the inventory of park lands. These properties include rights-of-ways and traffic triangles. Some Citizen Advisory Committee members supported the sale of land and the investigation of the sale of land. The overall sentiment of the Committee was that the City should do its due diligence and look into selling land because they preferred a more manageable park system that the maintenance crew could handle with existing resources. The level of service recommendations set by the state provides very large ranges for several categories of park lands. The recommendations are based on statewide medians and it is up to each community to decide the appropriate levels of service. Facilities managed by outside recreation providers, like the State or National parks services, can also contribute to levels of service in a community.

Commissioner Fitzpatrick wanted to know the process for selling the cemetery and asked about the annuity that provides for the perpetual care of the gravesites. Director Cosby said selling the cemetery would be a challenge. Staff has been open to selling the cemetery for quite some time. The State Cemetery Board would have to approve the sale of the developed portion of the cemetery. The undeveloped land could be sold and professionals have indicated that about 30 acres of the undeveloped land could be developed. The City has an irreducible fund with just less than \$1 million. About a year and a half ago, the City conducted an analysis of the fund and discovered that the interest has been \$2000 to \$3000 per year for the last 10 years. Prior to that, the fund was earning \$30,000 to \$40,000 per year that would go towards staffing and maintenance of the cemetery. In the 1970s, staffing was cut from seven to five full time employees. Staffing continued to be cut and in 1999, the number of full time employees went from two to zero. This has resulted in the current negative feedback about the cemetery.

Commissioner Fitzpatrick asked if the decrease in funding was related to the decrease in interest. Director Cosby confirmed that City funding was completely separate from the irreducible fund. The City has struggled financially to maintain a full service city and so many services in a small community is not typical. Many departments are stretched thin and the most severe cut was seven years ago when the Parks Department lost the majority of its full time employees. The Master Plan demonstrates that while funding and staffing were reduced, services were not.

President Pearson congratulated Director Cosby and Parks Staff for creating a plan that encompasses many concerns. He fully supported the Plan and was willing to recommend City Council adopt it.

Commissioner Innes said she would recommend the Plan as well. She believed the Plan provided the framework for solving several issues in phases. She was confident the right data would be examined and good decisions would be made. Citizens have enjoyed great services from the City, but not everyone can have what they want when they want it anymore.

Vice President Easom said Mr. Hague made many good points. The City can never have enough open space and green space. He believed an oversupply of parks relative to population was immaterial. Land is not made, so the City must utilize what it has wisely. He agreed with Mr. Hague and was not in favor of selling park lands. He supported utilizing park lands in different ways while maintaining them. Once the properties are gone, they can never be recaptured. Even with a lack of buildable lots, Astoria's population will continue to grow. The City needs to preserve and protect what it has. He would approve this request with comments in opposition of selling park lands and hoped Council would consider the comments.

Commissioner Mitchell said she believed there were some very particular things about Astoria that make this a special circumstance. The population has been between 9000 and 10,000 for 100 years or more. There is not a lot of buildable land, so the population cannot grow very much in Astoria. This makes population growth predictable. Also, there is a wealth of recreational land in the area. City parks and other parks are used daily, so people are not entirely dependent on what the City provides. Lands not being used as park space could be used in another functional way. However, people will only begin to speak up about selling land when the City starts to take action. If the City decides to sell an unused land, there will be much public participation. Therefore, she was not as concerned about land sales as Mr. Hague. She has not seen a city sell a park because it is not worth going through the grief. She believed Staff did a marvelous job creating a basic plan.

Commissioner Fitzpatrick thanked Director Cosby and Mr. Sisson for their work on the Plan and Mr. Hague for his presentation. The Plan points out the consequences of the shortfalls in the budget and the importance of figuring out how to staff and fund the parks.

Commissioner Innes moved that the Astoria Planning Commission found the proposed amendment to be necessary and recommends to the Astoria City Council that the proposed amendment be approved. seconded by Commissioner Fitzpatrick. Motion passed unanimously.

#### REPORTS OF OFFICERS/COMMISSIONERS:

Commissioner Fitzpatrick said at the last public hearing, he was surprised by the response from an Applicant when asked if he had a presentation, as the project was very large. Staff had invested considerable time assisting the Applicant with preparing the application and the Planning Commission invested considerable time reviewing the application. He expected the Applicant to thank Staff and Commissioners for their time, then either offer more information or state the Planner had done a good job of presenting the application and offer to answer questions. He believed Staff and the Commission felt the application was worthy of approval and the Commission unanimously voted to approve the request. However, he was still bothered by the Applicant's response when asked if he had a presentation, "nope." He understood an Applicant might be timid about approaching the microphone, but in the ten years since he began attending Planning Commission meetings, he has seen possibly more than 100 Applicants thank the City and provide input; he could not remember an Applicant who did not. He has even made long distance trips to Astoria to make sure Applicants understood he took their request seriously. Even if he had nothing to add, he thanked the Applicants. He asked if it would be out of line for a Commissioner to request that a public hearing be continued until the Applicant could provide a presentation that justifies their request. During the last public hearing, he was not sure how to react.

President Pearson said he disagreed with Commissioner Fitzpatrick. The application was very simple and all of the necessary information was provided in the Staff report. The Applicant did not deny the Commission access to any information and no questions were asked of the Applicant. He did not have any expectation, nor did he want there to be a perception that the Commission expected thanks for the work they do.

Commissioner Moore believed it would be difficult to draw such an arbitrary line about what constitutes a complicated request. He had been concerned that the Applicant would be significantly violating the Gateway Overlay Zone because the applicant did not provide a master plan for the campus area as recommended in the staff report to bring the project up to the standard in the future. The Applicant seemed to be confident the request would be approved without the need to address any questions about the project. The Commission had the opportunity to ask questions and the request could have been denied if questions went unanswered. It would be difficult to require a presentation for certain projects. He would not want to force people to make a presentation, but would encourage presentations and be available to support applications in the future.

Commissioner Innes said in this particular case, she felt like she could ask questions. She believed Commissioners did ask questions. It was regrettable that the Applicant did not have a long range plan, which put Staff in an unfavorable position. However, she believed it would not have been appropriate to continue the hearing until a long range plan was presented.

Commissioner Fitzpatrick stated the Applicant requested a variance from the Gateway Overlay zone floor to area ratio requirement. Instead of explaining why the variance was being requested, the Applicant said nothing.

Commissioner Moore suggested Commissioners put a little more thought into future variance requests.

Commissioner Innes added she believed choosing between Applicants would create a slippery slope. Many people are uncomfortable making presentations.

Commissioner Fitzpatrick said this particular Applicant was a professional who was being paid to present the request. Sometimes he is unsure of the Commission's authority to make judgment calls and ability to state when he is not comfortable with the way an application is being presented. That request was one of the biggest the Planning Commission has had to review. He believed an Applicant requesting a major variance should offer an explanation or offer to answer questions.

Commissioner Spence said if the situation occurs again, Commissioner Fitzpatrick would recognize his ability to speak his mind. Commissioners have the right to bring up things that are bothersome or make motions at any time in a public forum.

Commissioner Mitchell suggested the people in charge of the project be told they need a different representative. Commissioner Moore noted that the Applicant put in the minimum effort required to have their request reviewed by the Planning Commission.

President Pearson said he was confident about the way he voted in that hearing. He was presented with all of the information he requested. The architect and project manager were present. No questions were asked and the Commission voted unanimously to approve the variance. The Commission can discuss procedures and the role of the Chair, but he believed a specific topic should be addressed, other than the Applicant's personality.

Commissioner Fitzpatrick clarified that he was not questioning the Commission's vote. He wanted to know what the Commission could do in those situations.

President Pearson said the hearing could have been continued or asked the Applicant for more information. He apologized for failing to make this clear. In the future, if Commissioners believe information is missing, the Commission could work with the Applicant.

City Attorney Henningsgaard reminded that the City is bound by the 120-day rule, which establishes a timeline for approving applications. Continuing a hearing could violate this rule and keeps the application on Staff's desk, occupying more Staff time. Commissioners can always ask questions of an Applicant. If Commissioners believe the record is deficient, the Commission could continue the hearing or deny the request. However, if all of the information has been presented, the Applicant has a right to make a presentation but does not have any obligation to speak.

Commissioner Spence confirmed that a special meeting had been scheduled for August 2nd.

#### PUBLIC COMMENTS:

George Hague, 1 3<sup>rd</sup> Street, Astoria, said his letters to the Planning Commission were buried in the end of the 88-page Staff report. It would be nice if Commissioners were notified where public comments were located within the reports. He suggested Commissioners read public comments first and then review the Staff's reports. Sometimes, Commissioners miss the public comments because they are behind 80 pages of material. He walks around the city every day and has noticed that some of the large garbage bins around town need to be updated. Other cities set standards for those types of containers. The large doors are sometimes left open, but some cities provide bins with side doors that make dumping easier. At some two- and three-story buildings, like hotels, large slats are placed over the bins so that people looking down do not see into the garbage. He believed Astoria should adopt these standards, maybe over a ten year period. Staff should encourage business and property owners to fix and update the bins. Also, he asked the Planning Commission to consider where the Sunday Market would be located if a new library were built on Heritage Square. He has looked at the plans and understood all of the work that went into the plans. The City probably needs multi-family units above the library, but where would the residents park and where would the Sunday Market go? If the building were just a library, no cars would be parked at that location on Sundays, allowing the market to be located there. He hoped the Planning Commission and Staff could find a solution. As more multi-family units are built, the City will need more parks.

**ADJOURNMENT:**

There being no further business, the meeting was adjourned at 8:00 pm.

**APPROVED:**

\_\_\_\_\_  
Community Development Director

DRAFT



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

Date July 6, 2016

**MEMORANDUM**

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: AGREEMENT FOR PROFESSIONAL SERVICES WITH CLATSOP ECONOMIC DEVELOPMENT RESOURCES (CEDR)

**DISCUSSION/ANALYSIS**

Council directed staff to draft an agreement between City and Clatsop Economic Development Resources (CEDR) for Fiscal Year 2015-2016. Attached is a new agreement for the current Fiscal year beginning July 1, 2016.

Funding sources for the CEDR agreement are included in the budget and will be paid out accordingly from the following funds:

General Fund (Non-Interdepartmental)	\$ 3,334
Astoria East Urban Renewal District Fund	\$ 3,333
Astoria West Urban Renewal District Fund	<u>\$ 3,333</u>
Total	\$ 10,000

While the agreement is with the City of Astoria, there will be funds distributed from the Astoria Development Commission which are within the City Manager's spending authority.

**RECOMMENDATION**

It is recommended the City Council approve execution of the Agreement for Professional Service with Clatsop Economic Development Resources (CEDR) for Fiscal Year 2016-2017.

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

## AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made this 1st day of July, 2016, between **City of Astoria**, hereinafter "**CITY**" and **Clatsop Economic Development Resources**, an Oregon Not-for-Profit Corporation and independent contractor in good standing, hereinafter called "**CEDR**".

### WITNESSETH

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

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

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

1. Term. The term of this agreement shall commence on July 1, 2016 and terminate on June 30, 2017. Agreement may be terminated with a 60 day written notice by either party.
2. Services. CEDR agrees to provide services to CITY in accordance with the Scope of Work incorporated by reference as Exhibit "A".
3. Compensation. The amount to be paid to CEDR is not to exceed \$ 10,000, with \$ 3,334 coming from the CITY funds and remainder from Astoria Urban Renewal District funds.
  - a. CEDR shall furnish the CITY with updated W-9 information, as designated by the Internal Revenue Service.
  - b. CITY shall make payments to CEDR after full execution of agreement.
4. CITY Contacts. For purposes hereof, the CITY contacts are the City Manager and Director of Finance and Administrative Services, 1095 Duane Street, Astoria, OR 97103.
5. CEDR Contacts. For purposes hereof, the CEDR contact is the Executive Director, Clatsop Economic Development Resources, 1455 North Roosevelt, Seaside, OR 97138.
6. CITY's Business License. Before permitting a sub consultant to begin work, CEDR shall verify a current business license is on file for the sub consultant.
7. Insurance. Prior to provision of services under this contract, CEDR shall procure professional and comprehensive general liability insurance with limits that, at a minimum, comply with the limits of local public body liability described in ORS 30.272-273 and shall provide original certificates of insurance to the City Director of Finance and Administrative Services, evidencing proof of CEDR insurance policies in effect for the type of coverage set forth below and within the stated limits.

At all times during the term of this agreement, CEDR shall keep such insurance policies in full force and effect and shall provide the CITY with original certificates of insurance. The CITY shall be named as an additional insured and no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage shall occur without 30-days written notice to City of Astoria Finance Department. Any failure to comply with this provision will not affect the insurance coverage provided to the City. The 30-day notice of cancellation provision shall be physically endorsed on to the policy.

8. Worker's Compensation. CEDR, its subcontractors, if any, and all employers working under this Agreement are either subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers, or are employers that are exempt under ORS 656.126.
9. Laborers and Materialmen, Contributions to Industrial Accident Fund, Liens and Withholding Taxes. CEDR shall make payment promptly, as due, to all persons supplying contractor labor or material necessary to execute the work provided for in this Agreement. CEDR shall pay all contributions or amounts due the Industrial Accident Fund from CEDR or any sub consultant incurred in the performance of the Agreement. CEDR shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, Municipal Corporation or subdivision thereof, on account of any labor or material furnished. CEDR shall pay to the Department of Revenue all sums withheld from Employees pursuant to ORS 316.167.
10. Books and Records. CEDR shall keep all invoices, vouchers and other documentation for review by CITY's Finance Department, as needed, for the purposes of audit, examination, excerpts and transcripts.
11. Assignment. The responsibility for performing CEDR services under the terms of this agreement shall not be assigned, transferred, delegated or otherwise referred by CEDR to a third person without prior consent of City agent.
12. Indemnity. CEDR agrees to indemnify and hold harmless the City of Astoria, its Officers and Employees against and from any and all loss, claims, actions, suits, reasonable defense costs, attorney fees and expenses for or on account of injury, bodily or otherwise to, or death of persons, damage to or destruction of property belonging to CITY, CEDR, or others resulting from or arising out of CEDR'S negligent acts, errors or omission in service 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 CEDR and CITY this indemnification and agreement to assume defense costs applies only to the extent of the negligence or alleged negligence of the CEDR.

13. Accounting and Reporting. Non-Profit shall provide City, semi-annual financial reports by August 1 and February 1, covering the six months ended June 30 and December 31, respectively, of each year. These can be satisfied as to the appropriateness of the expenditures. In addition a report of services performed shall be presented in a format acceptable to City, and will, at City's discretion, include a presentation at a meeting of the Budget Committee of the City. The Budget committee of the City shall review reports during the budget process and recommend to the City Council the continuance, discontinuance, or changes to a contract each year.
14. Complete Agreement. This Agreement and its referenced attachments constitute the complete agreement between CITY and CEDR and supersedes all prior written or oral discussions or agreements. CEDR's services are defined solely by this Agreement and its attachments and not by any other contract or agreement that may be associated with this Agreement.
15. No Religious Activities: No City funds may be used to promote institutions of religion or religious activities, symbols or presentations.
16. Equal Opportunity and Non Discrimination. It is the policy of the City of Astoria that no person shall be denied the benefits of or be subjected to discrimination in any City program, service, or activity on the grounds of age, disability, race, religion, color, national origin, sex, sexual orientation, gender identity and expression. The City of Astoria also requires its contractors and grantees to comply with this policy.
17. 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.

**City:**

**Clatsop Economic Development Resources  
(CEDR):**

\_\_\_\_\_  
Arline LaMear, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kevin Leahy, Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Brett Estes, City Manager

\_\_\_\_\_  
Date

**Approved as to form:**



Digitally signed by  
com.apple.idms.appleid.prd.49317566476d4a3  
867754144546f59324e 744d354e773d3d  
DN:  
cn=com.apple.idms.appleid.prd.49317566476d  
4a3867754144546f59324e 744d354e 773d3d  
Date: 2016.07.26 10:47:33 -08'00'



# CITY OF ASTORIA

Founded 1811 • Incorporated 1856

Date July 19, 2016

## MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: RESOLUTION TO CHANGE THE NAME OF THE COMMUNITY  
POLICING FUND # 136

### DISCUSSION/ANALYSIS

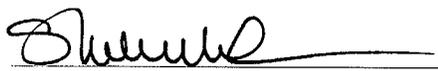
A "Fund" is a set of accounts cities establish for the purpose of reporting the financial status of specific functions or purposes. The description for the Community Policing Fund # 136 is as follows:

This fund was established by Resolution No. 94-21, adopted on April 18, 1994. Since the passage of the tax limitation law in 1990, the Astoria Police Department has sought grants and alternate funding sources. Money from these sources is deposited in the Community Policing Fund. The fund receives contributions from private individuals, organizations and businesses. Certain grant funds and moneys from court ordered assessments. The Police Department uses these monies to achieve the intended purpose of the proceeds. No staff positions are paid from this fund.

During Budget meetings the title of Fund # 136 has created confusion about the need and intended uses of the fund resources and a suggestion was made by Chief Johnston, with agreement of the Budget Committee, to review changing the name of the fund to reflect activities accomplished. The attached resolution changes the name of Fund # 136 to Special Police Projects Fund to more closely describe the function and purpose.

### RECOMMENDATION

It is recommended that Council adopt the attached resolution to change the name of the Community Policing Fund to Special Police Projects Fund.

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

Resolution No. 16 –

A RESOLUTION TO CHANGE THE NAME OF THE COMMUNITY POLICING FUND (# 136).

WHEREAS; a fund is a set of accounts established to report the financial status of specific functions, and;

WHEREAS a change in the fund name will more closely describe the function and purpose;

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

Section 1. That the name of the Community Policing Fund (#136) is changed to the Special Police Projects Fund (#136).

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

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

\_\_\_\_\_  
Mayor

ATTEST:

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

ROLL CALL ON ADOPTION		YEA	NAY	ABSENT
Commissioner	Nemlowill			
	Herzig			
	Price			
	Warr			
Mayor	LaMear			



Date: July 18, 2016

**MEMORANDUM**

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: **OREGON DEPARTMENT OF TRANSPORTATION (ODOT) LAND USE PERMIT FOR MARITIME MEMORIAL PARK PROPERTY**

**DISCUSSION/ANALYSIS**

The City currently has a lease with the Oregon Department of Transportation (ODOT) for the majority of the property in which the Maritime Memorial Park is located. The property is approximately 40,674 square feet (or 0.93 acres) in area and is the State right-of-way under the south end of the Astoria-Megler Bridge (see attached exhibit on the last page of the permit). The current lease has expired and the ODOT local District Manager has proposed continued City use through a Land Use Permit. The permit would allow the City continued use of the property under the following terms (see permit for additional details):

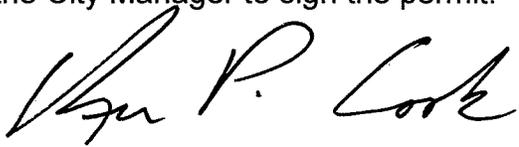
- No cost to City
- Period starting August 1, 2016 and continuing thereafter on a year to year basis unless canceled
- Minimal maintenance requirements that will be met through proper maintenance of the existing park
- To be used only for landscaping, public park and recreational purposes only
- No vending of any kind will be allowed

City Attorney Henningsgaard has reviewed and approved the Land Use Permit as to form.

**RECOMMENDATION**

It is recommended that City Council approve the Land Use Permit between the City and the Oregon Department of Transportation and authorize the City Manager to sign the permit.

Submitted By

  
Ken Cook, Public Works Director

Prepared By

  
Jeff Harrington, City Engineer

**LAND USE PERMIT**

TO: City of Astoria  
1095 Duane Street  
Astoria, OR 97103

PM FILE:	<b>PM304A-013</b>
ACQ FILES:	<b>H2248-34418; H2248-34421; H2248-34422</b>
SECTION:	<b>Astoria Bridge Approach</b>
HIGHWAY:	<b>009 - OREGON COAST</b>
COUNTY:	<b>Clatsop</b>
MAP NO(s):	<b>8B-24-17</b>
MILEPOINT:	<b>-</b>
EA:	<b>R34418A/003/L30</b>

Reference is made to the use of property under the jurisdiction of the State of Oregon, by and through its Department of Transportation (ODOT), hereinafter referred to as "State", consisting of:

40,674 ± square feet of property located under the Astoria-Meglar bridge approach, and as further noted in the attached Exhibit 'A', EXCEPT for the bridge structure thereon and the property occupied by the supporting columns and piers of said bridge structure and the airspace above said bridge structure.

Permission to use this property, hereinafter referred to as "premises", for purposes is hereby granted to the undersigned Permittee for the period from August 1, 2016 through and thereafter on a year to year basis unless canceled.

**SUBJECT TO THE FOLLOWING CONDITIONS:**

1. Permittee shall not allow noxious weeds or shrubs to grow on premises.
2. Unless specifically allowed in Paragraph 10 of this Permit, premises shall not be used for the construction, installation or maintenance of: (1) any advertising sign nor; (2) buildings or other structures. Premises shall not be used as a place for the storage, keeping, buying, selling, dismantling or other processing of any junk, scrap, junked motor vehicles or parts thereof, debris, trash, waste or other such materials, or toxic or hazardous materials. Nor shall any objectionable or unlawful use be made thereof. In the event of violation of any of the above conditions, Permittee shall be solely responsible for removal or restoration costs and this Permit shall become null and void.
3. State shall have the right to retake possession of premises without written notice to Permittee at any time such action may appear to State to be in the public interest and such repossession by State shall be without liability to State for any loss, injury, or damage which Permittee may suffer as a result thereof. This Permit may be terminated without liability for loss, injury or damage of any nature whatsoever to Permittee's business, property or improvements on premises covered by this Permit or other property owned or operated by Permittee upon ten (10) days' notice by State. Permittee may also terminate this Permit upon ten (10) days' notice to the State. Upon termination of this Permit, or upon vacation of premises if prior thereto, Permittee shall clean up the area, removing any materials which may have been piled or stored, and shall leave premises in a clean and sightly condition. If Permittee does not comply with the provisions of this paragraph, State may deduct from the advance deposit (if any) an amount necessary to cover the cost of cleanup and restoration. If no deposit is required or if cost of cleanup and restoration exceeds deposit, Permittee agrees to reimburse State for such cost. Nothing in this Permit shall be construed to give Permittee an interest, equitable or otherwise, in premises other than the right of possession as provided herein.
4. Permittee shall not assign this permit or sublet premises without the prior written consent of State, any attempt to assign or sublet without the written consent of State will cause this permit to become null and void.
5. Permittee may, with the written permission of State, erect fences, not unsightly in nature, upon premises, and upon the expiration of this Permit shall remove such fences and debris if requested by State. No existing right of way fences shall

Oregon Department of Transportation

be destroyed, damaged, or removed. No use shall be made of premises which will interfere with the slope of any embankment or excavation nor shall any litter or debris be cast thereon. No operation of Permittee shall encroach to within a distance of ten (10) feet from the top of any excavation slope. No right of way boundary markers or stakes shall be destroyed, moved, covered or damaged by Permittee. In the event of violation of this condition, Permittee agrees to reimburse State for the costs of acquiring, replacing and/or removing such fences, markers and/or stakes.

6. By acceptance of this Permit and the exercise of the right granted herein, Permittee agrees to indemnify and hold harmless the State of Oregon, by and through its Department of Transportation, the members thereof, its officers, employees and agents, from and against all damages, claims, demands, suits, actions or cause of suit or action resulting from, or because of, any damage to property or injury or death of any person arising out of the occupancy and use of premises by Permittee, their heirs and invitees.

7. Insurance Requirement (**Check one box below**)

a.  Permittee shall, for use of ODOT property under this land use permit, obtain and keep in effect during the term of this permit, a Comprehensive General Liability policy or a Commercial General Liability policy for the permitted premises and activities occurring thereon, covering bodily injury and property damage from an insurance company authorized to do business in the State of Oregon. Insurance coverage must include bodily injury coverage, and contractual liability coverage for the indemnity provided under this permit. Coverage limits may not be less than \$500,000 combined single limit per occurrence. If the terms or conditions of Lessee's insurance coverage change during the term of this permit, ODOT may require that Permittee replace any coverage omitted or deleted by the change. There must be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s) without 30 days' prior written notice to ODOT by Permittee.

The liability insurance coverage required in the above paragraph must name the State of Oregon, its Transportation Commission, and the Oregon Department of Transportation, including its members, officers, agents and employees, as additional insured, but only with respect to the acts or omissions of Permittee, its officers, contractors, employees, agents or invitees under this permit.

As evidence of the insurance coverage required by this land use permit and prior to the commencement date of this permit, Permittee shall furnish to ODOT an original certificate of insurance. The certificate(s) must specify all parties who are additional insured (or loss payees). Permittee must provide valid certificates of insurance to ODOT as changes occur or annually throughout the term of the permit. Insurance coverage required under this permit must be obtained from insurance companies acceptable to ODOT. Permittee is financially responsible for all deductibles, self-insured retentions, and/or self-insurance.

b.  Permittee is a governmental body within the State of Oregon, and is self-insured subject to the limitations of liability in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and of the Oregon Constitution. Permittee certifies that, subject to the above limitations, it will be responsible for its use and activities occurring upon the permitted premises and that such activities will be covered by said self-insurance.

8. Permittee shall be responsible for all taxes and assessments, if any, on all real and personal property located on or attached to premises, regardless of ownership. Real Property taxes shall be paid by State. Permittee shall reimburse State within 30 days of billing for said taxes by State. If permit terminates after June 30, of any year, Permittee hereby agrees to be responsible for all taxes and assessments imposed for that tax year, regardless of when tax is imposed. Permittee shall not be entitled to any pro-ration of taxes.

9. For any suit or action instituted by State to enforce any provisions of this Permit, Permittee agrees to pay such attorney fees and costs as shall be awarded by the Court.

10. Access: Astoria Riverwalk and abutting properties

Oregon Department of Transportation

11. The fee for this Permit shall be \$-0- dollars per year, or any portion thereof, payable in advance. No portion of the fee for this Permit shall be refunded if this Permit is terminated by either State or Permittee.

12. Additional Special Conditions:

- No access shall be allowed to or from premises unto or from State's bridge structure.
- It is the intent of both State and Permittee that premises be used only for landscaping and public park and recreation purposes.
- Permittee in its use of airspace under the highway structures shall allow sufficient vertical and horizontal clearance for operation, maintenance, ventilation and safety of State's highway facilities.
- Permittee shall take reasonable steps to prevent vandalism to premises and rowdiness by members of the public on premises.
- No vending of any kind shall be conducted or allowed upon premises.
- Permittee shall pay for all utility services furnished to premises.

APPROVED BY:

\_\_\_\_\_  
DISTRICT MANAGER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PROGRAM MANAGEMENT MANAGER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PERMITTEE – Arline LaMear, Mayor of Astoria

August 1, 2016

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PERMITTEE – Brett Estes, Astoria City Manager

August 1, 2016

\_\_\_\_\_  
DATE

Permittee for their self, their personal representative, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person, on the grounds of race, color, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, and (2) that the Permittee shall use premises in compliance with all other requirements imposed pursuant to Department of Transportation, CFR 49, Part 21, as amended. That in the event of breach of the above nondiscrimination covenants, State shall have the right to terminate this Permit and re-enter and repossess premises and the facilities thereon, and hold the same as if said Permit had never been made or issued.



18,640 sq ft +/-

Total:  
40,674 sq ft +/-

22,034 sq ft +/-

Maritime  
Memorial

Riverwalk

ODOT

ODOT

ODOT

Blue Heron Hotel  
Properties LLC

Blue Heron Hotel  
Properties LLC

City of Astoria

Blue Heron Hotel  
Properties LLC

BAY ST

EXHIBIT "A"

W. MARINE DR.



July 25, 2016

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: AUTHORIZATION TO REQUEST PROPOSALS FOR TREE INVENTORY  
AND CONDITION REPORT OF TREES WITHIN ASTORIA PARKS AND  
OPEN SPACES

**DISCUSSION/ANALYSIS**

Through the Parks Master Planning process, citizen outreach has strongly indicated that trees in Astoria Parks are of high importance. This valuation is reflected in feedback from park users who desire a high level of care and maintenance dedicated to tree species. The first step in achieving this increased level of care is to obtain an inventory of the trees present in parks and open spaces. In section 6.2 of the Parks Master Plan, Developing a Parks and Facilities Maintenance Plan is listed as a recommendation. A major component of the plan is to survey, inventory, and develop maintenance guidelines for all tree species in parks and open spaces. Because of the wide variety and locations of tree species in parks, the most efficient method of obtaining a complete tree inventory is to request and select proposals from qualified contractors with a strong background in arbor care and stewardship work.

Proposals will include costs by location to obtain the following data on all Parks Department trees:

- Scientific (Genus, species) and common name
- Type (deciduous, conifer)
- Condition (provide clearly explained rating system)
- Diameter at Breast Height (inches)
- Height (feet)
- Canopy Spread (feet)
- Location (lat. /long.)
- Proximity to Assets/Forecasted Growth Issues
- Documentation Of Any Present Tree Disease/Parasite/Threat
- Tree Health Management Recommendation
- Photo
- Map of Trees Within Each Property Location

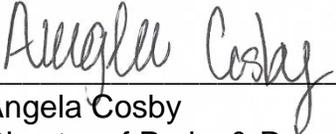
Trees are a community resource whose value is often overlooked. Trees provide numerous benefits to cities including:

- Increased air quality
- Higher property values
- Higher use of parks
- Higher resilience to erosion and flood damage
- Improved community health and wellness

Capital Funds have been allocated in the current budget year to carry out this inventory and condition work.

### **RECOMMENDATION**

It is recommended that Council authorize the Parks and Recreation Department to Request Proposals for tree inventory and condition report within the Astoria Parks and Open Spaces.

By:   
\_\_\_\_\_  
Angela Cosby  
Director of Parks & Recreation



CITY OF ASTORIA Founded 1811 • Incorporated 1856

# City of Astoria Parks and Recreation Tree Inventory Request for Proposals

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7/28/2016

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## Introduction

The City of Astoria’s Parks and Recreation Department, located at 1555 W Marine Dr. Astoria OR 97103, invites qualified Contractors to submit proposals to inventory and catalogue all the trees the Parks and Recreation Department is responsible for.

Proposals are due no later than 4pm on September 2nd at 1555 W. Marine Dr. Astoria Oregon 97103, with attention to Jonah Dart-McLean, Parks Maintenance Supervisor. Proposals may be mailed, hand-delivered, or emailed to [jdart@astoria.or.us](mailto:jdart@astoria.or.us). For questions, call 503-741-1600.

The City of Astoria’s Parks Department oversees a large amount park lands and open spaces and maintains a wide variety of native and exotic tree species. The Parks Department desires to increase its knowledge and tracking ability of the trees it is responsible for.

The City of Astoria strongly values its natural resources and strives to provide the most positive and healthful environments for its citizens. The City of Astoria recognizes trees as an important component of a successful city and understands that every dollar spent on planting and caring for a community tree yields benefits that are two to five times that investment (US Forest Service Study, 2011).

To serve both the purpose of tracking the health and types of trees located within the City’s parks properties in order to best care for and maintain them, and to help promote and enhance the benefits trees provide to the community, a comprehensive inventory of tree species, health, size, and location must be carried out.

The City is seeking a qualified, professional contractor to carry out a detailed tree inventory that encompasses all properties maintained by the Parks and Recreation Department.

## Proposed Scope of Work

Proposals must include all costs, broken down by location, (labor, materials, travel, etc.) involved to produce a comprehensive tree inventory for the Parks Department. This inventory must include the following data for individual trees:

- Scientific (Genus, species) and common name
- Type (deciduous, conifer)
- Condition (provide clearly explained rating system, ex. good, fair, poor, dying, dead)
- DBH (inches)
- Height (feet)
- Canopy Spread (feet)
- Location (lat. /long.)
- Proximity to Assets/Forecasted Growth Issues
- Documentation Of Any Present Tree Disease/Parasite/Threat
- Tree Health Management Recommendation
- Photo
- Map of Trees Within Each Property Location

Areas with high tree densities, locations with homogeneity of species, or large locations where individual inventoring is not feasible, Proposers may describe sampling techniques in lieu of capturing data on singular trees. Sampling techniques and methods must be fully described and must capture the following data for plots of trees:

- Percentage of each tree species present
- Average height, age, DBH in plot by species
- Overall health of tree stand/plot--identification/description of any endemic disease/parasite that may threaten stand health
- Description of any potential hazards to infrastructure in stand
- Map of stand sampled

Attachment A to this document is a map and description of all locations the Parks Department desires to have trees catalogued at. All tree species in listed areas must be included in this inventory, regardless of size. As a quick resource, the list of locations are:

Park Name	Location	Acreage
14th & Grand Playground	14th & Grand	0.38
15th Street Triangle	15th & Marine Drive	0.2
18th Street Flower Beds	18th Street & Marine	0.2
9th & Astor Park	9th & Astor	0.13
8 <sup>th</sup> St. Triangle	8 <sup>th</sup> & Marine Dr.	.1
Alameda Park	Alameda & Melbourne	0.11
Alameda Park Reserve	Alameda & Cumberland	0.67
Alderbrook Natural Area	53rd & Alder	13.3
Alderbrook Park	45th & Leif Erickson	0.62
Aquatic Center Grounds	1997 W Marine Drive	2.2
Astoria Recreation Center Grounds	1555 W Marine Dr	3.5
Astor Park	1 Coxcomb Dr	37.5
Birch Field & Park	49th & Birch	0.96
Cathedral Tree Trail	2800 Block of Irving Avenue	47

Children's Park Playground	6th & Commercial	0.23
Columbia Fields	35th & Leif Erickson	2.9
Customs House	35th & Leif Erickson	0.5
Evergreen Fields	Astoria Middle School	11.7
Exchange Street Parkway	17th St to 20th St	0.3
Fort Astoria Park	15th & Exchange	0.14
Fred Lindstrom Park	7th & Niagara	1.9
Gray School Recreation Complex	Alameda & Chinook	1
Heritage Square / Garden of Surging Waves	11th & Duane	1.25
Marine Drive Parkway	10th St to 23rd St	1.5
Maritime Memorial	Bay St & Marine Dr	0.24
McClure Park	8th & Grand	0.92
Mill Pond Park	23rd & Mill Pond Ln	0.29
Ocean View Cemetery	18th & Whiskey Rd, Warrenton	100
People's Park	16th & Marine	0.41
Pioneer Cemetery	15th & Niagara	2.1
Portal Park - East	33rd St & Marine Drive	0.2
Portal Park - West	Taylor St & W Marine Drive	0.4
Post Office Park	15th & Franklin	0.11
River Walk	Smith Point to Alderbrook Lagoon	36.4
Library Parking Lot	10th & Exchange	0.2
Shively Park	16th & Williamsport	11.7
Smith Point Traffic Circle	Hwy 101 & Hwy 202	3.2
Tapiola Park	S. Denver & W. Marine	12
Tidal Rock Park	15th & Commercial	0.08
Violet LaPlante Park	45th & Cedar	0.69
Youngs River Falls	Young's River Loop Rd	12
Young's Bay Marine Park	1555 W. Marine Dr.	.9
<b>Total acres of Inventory:</b>		<b>309.13</b>

Trees are defined as: woody perennial plants, typically having a single stem or trunk growing to a considerable height and bearing lateral branches at some distance from the ground. Not required to be included in this inventory are woody shrubs such as Rhododendrons, Mountain Laurel, etc.

Components of a full proposal shall include:

- Introduction of contractor, history of business, key staff
- Demonstrated understanding of project's scope, goals, and purpose
- Clearly explained inventory and sampling procedure and techniques
- Full description of any specialized tools or equipment to be used
- Clearly explained, simple rating system utilized to catalogue/document tree condition
- Pricing with detailed cost breakdowns by location

## Deliverables

Data collected through the tree inventory shall be submitted as two (2) hard copy reports and a digital copy with Excel spreadsheets containing all collected data, images, and all maps of tree locations in .pdf format.

Proposer will need to summarize data into a 10-15 minute visual presentation to be presented by the Contractor to the Parks and Recreation Advisory Board during a regularly scheduled meeting and the Astoria City Council during a regularly scheduled meeting.

## **Project Tours**

Before submitting a proposal, each Proposer shall have the opportunity to thoroughly examine project locations and fully understand the conditions that in any way may affect the work proposed. Failure to inspect the sites will in no way relieve the successful contractor from the necessity of furnishing any materials or performing any labor necessary for the satisfactory completion of the work. Tours can be scheduled by contacting Jonah Dart-McLean at 503-741-1600 or [jdart@astoria.or.us](mailto:jdart@astoria.or.us)

## **Qualifications/Experience**

Qualified proposers shall have at least one licensed ISA Arborist on staff that will act as a direct supervisor of the work to be carried out. The Arborist will provide written certification that all information collected is accurate and complete.

Proposers will provide three (3) references of work or experience that demonstrates capability to complete this project.

## **Timeline**

Upon notice to proceed, Contractor will have until June 1, 2017 to complete all work associated with this project and deliver to the Parks Department a complete inventory of trees within the attached list of properties.

## **Terms and Conditions**

All proposers responding to this RFP are required to adhere to the terms and conditions outlined in this RFP.

- A. Confidentiality of RFP.** The contents of your proposal will remain confidential and will not be made available to anyone except City staff and consultants involved in the review, evaluation, approval and execution of this RFP Process. By submitting a proposal, the proposer agrees to the terms, conditions and specifications of this RFP.
- B. Term of Pricing.** For purposes of this RFP, prices quoted for software and services shall remain effective for 60 days beyond the submittal date.
- C. Expenses.** Any cost incurred by the proposer in preparing and providing a response to the RFP is solely the responsibility of your organization. In addition, any costs associated with product demonstrations will also be the sole responsibility of your organization.
- D. Supplemental.** The City of Astoria reserves the right to seek additional information from the proposer at any time after the official submittal of the proposal.
- E. Acceptance or Rejection.** The City reserves the right to alter the scope of work and/or reject any or all proposals. The existence of the RFP shall not, in any way, obligate the City to take any action regarding any response submitted by a proposer.

## **Insurance**

Prior to starting work hereunder, CONTRACTOR, at CONTRACTOR'S cost, shall secure and continue to carry during the term of this contract, with an insurance company acceptable to CITY, the following insurance, written on an occurrence basis, in amounts not less than the limitations on liability for local public bodies

provided in ORS 30.272 and ORS 30.273:

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

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

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

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

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

## **Worker's Compensation**

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

## **Miscellaneous Contract Provisions**

We have attempted in the above materials to provide specific recommendations that could be considered in drafting an RFP. Few, if any, specifications can be written so that they are airtight. Should disputes arise over the terms or the performance of the contract they can generally be resolved amicably between the parties to the agreement. Sometimes, however, points of view are disparate and more formal means of obtaining an equitable resolution is necessary. One method that can be used to treat such occurrences is "binding arbitration" which specifies that irresolvable arguments be submitted to a board of arbiters. Guidance can be obtained from the construction industry arbitration rules of the American Arbitration Association. Should this specification be considered for use, we advise that an attorney familiar with arbitration methods be consulted prior to the issuance of the proposal package. The statement which an attorney may advise using could be similar to the following:

## **Arbitration**

Unless otherwise stipulated herein, all claims, disputes, and other matters in question, arising out of this agreement, between the parties to this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining. No arbitration, arising out of or relating to this Agreement, shall include, by consolidation, joinder

or any other manner, any additional person or a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the Contractor, the Owner and any other person sought to be joined. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named or described therein. This Agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties hereto shall be specifically enforceable under the prevailing arbitration law. Notice of demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim; dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

## **Termination of Agreement**

During the service period, (30) days' notice shall be required for termination of this agreement. In the event of termination not the fault of the Contractor, the Contractor shall be compensated for all products and services supplied to the termination date, together with all Termination Expenses as defined below. Termination Expenses include expenses directly attributable to termination for which the Contractor is not otherwise compensated.

## **Conflict of Laws, Assignment & Integration Clauses**

Unless otherwise specified, this Agreement shall be governed by the law the State of Oregon Owner and the Contractor, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party with respect to all covenants of this Agreement. Neither the Owner nor the Contractor shall assign, sublet or transfer any interest in this Agreement without the written consent of the other. This Agreement represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiation, representations or agreements; either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and the Contractor.

## **Quality Assurance Procedures**

Submit one copy of the service reporting form your company uses to communicate actions taken and include answers to the following questions:

How are field communications with staff carried out?

How will staff carrying out work in the field identify themselves as a contractor of the City? (Shirts, ID badges, etc.)

Describe your company's quality control procedures:

Describe your company's method(s) for handling customer complaints/problems:

**References**

Complete and submit the following for three (3) projects of similar complexity (duplicate the form as required).

Name of Project:

Address of Project:

Company/Owner:

Contact Person:

Telephone Number:

Email:

Date Range of Work Carried Out:

Description of Work:

## Vendor Selection Procedure

Proposals received by the City will be reviewed by the Selection Committee. The Selection Committee will use the following criteria and point system to evaluate all the proposals received.

### Evaluation Criteria

#### Quality of Proposal:

Proposal is clear, informative, organized and easy to follow. It thoroughly addresses the requirements as specified in the "Scope of Work".

#### Methodology:

The methods of gathering data are efficient and will provide clear, pertinent and easy-to-use and manipulate information.

#### Qualifications:

Contractor demonstrates a high level of experience and stability in providing this type of work or experience in this field, as evidenced by current client references.

#### Cost:

Competitive pricing will be taken into account and proposals should document all costs associated by location (labor, materials, travel, etc.).

	<b>Evaluation Criteria</b>	<b>Weight</b>
<b>Quality of Proposal</b>	How does the proposal address the needs of the City and Department? Does the contractor present a clear and organized proposal?	<b>25</b>
<b>Methodology</b>	Will this proposal's methods yield the best, most useful results?	<b>25</b>
<b>Vendor Qualifications/References</b>	What kind of qualified experience does this contractor provide and do client references provide positive feedback?	<b>25</b>
<b>Cost</b>	How do the costs of this product and services align with the City's proposed budget? How do the costs compare with the services/product provided?	<b>25</b>
<b>Total Points Available:</b>		<b>100</b>

## Evaluation Procedure

The Selection Committee will review all proposals and make a final decision.

## Contract Negotiations

Following the interviews and vendor demonstrations, the Committee will recommend a vendor to move forward with contract negotiations. The City will begin negotiations with its first preferred contractor at this point in the process, but may meet with other contractors if contract negotiations are not amicable.

**Attachment A**  
**Parkland Managed by Astoria Parks and  
Recreation to be Included in Tree Inventory**

# 14th & Grand Playground

Address: 14th & Grand  
Owner: City of Astoria

0.38 acres  
Condition: Good



## Description:

Community playground with updated play structures, a basketball half-court, and a picnic area. This park is highly used by the neighbors of the park and is only three blocks from Downtown Astoria

## Regular Maintenance:

Mowing, weed-eating 1x week, empty garbage 2x week, regular cleaning, inspection, and repair of playground equipment.

## Needed Maintenance:

Add fence on west side of park to prevent balls rolling downhill, replace swing set, add fence on north side of park, replace playground chips



# 9th & Astor Park

Address: 9th & Astor  
Owner: City of Astoria

0.13 acres  
Condition: Poor



## Description:

Small irrigated grass area located next to the Riverwalk, 9th Street Trolley Stop, and Astoria Transit Center. The site was purchased by the City in 1998 and later converted to a park. Grant funds helped install a Robert Murase-designed concrete plaza with benches, which was later demolished and removed by the City. In 2013, the site was graded and irrigated, and planted with grass. The grant agreement stipulates use of the land as a park with specific amenities.

## Regular Maintenance:

Mowing, weed-eating 1x week, empty garbage 2x week

## Needed Maintenance:

Poor drainage, improve turf



# Alameda Park

Address: Alameda & Melbourne  
Owner: City of Astoria

0.11 acres  
Condition: Fair



## Description:

Small playground with benches and covered picnic table in a grass area overlooking the Columbia River and Megler Bridge

## Regular Maintenance:

Mowing, weed-eating 1x week, empty garbage 2x week, regular cleaning, inspection, and repair of playground equipment.

## Needed Maintenance:

Replace playground chips, remove over-pruned trees, update play structures



# Alameda Park Reserve

Address: Alameda & Cumberland  
Owner: City of Astoria

0.67 acres  
Condition: Good



## Description:

Open grass area reserved for use as a neighborhood pocket park, currently maintained by neighbors.

## Regular Maintenance:

None

## Needed Maintenance:

None



# Alderbrook Natural Area

Address: 53rd & Alder  
Owner: City of Astoria

13.3 acres  
Condition: Fair



## Description:

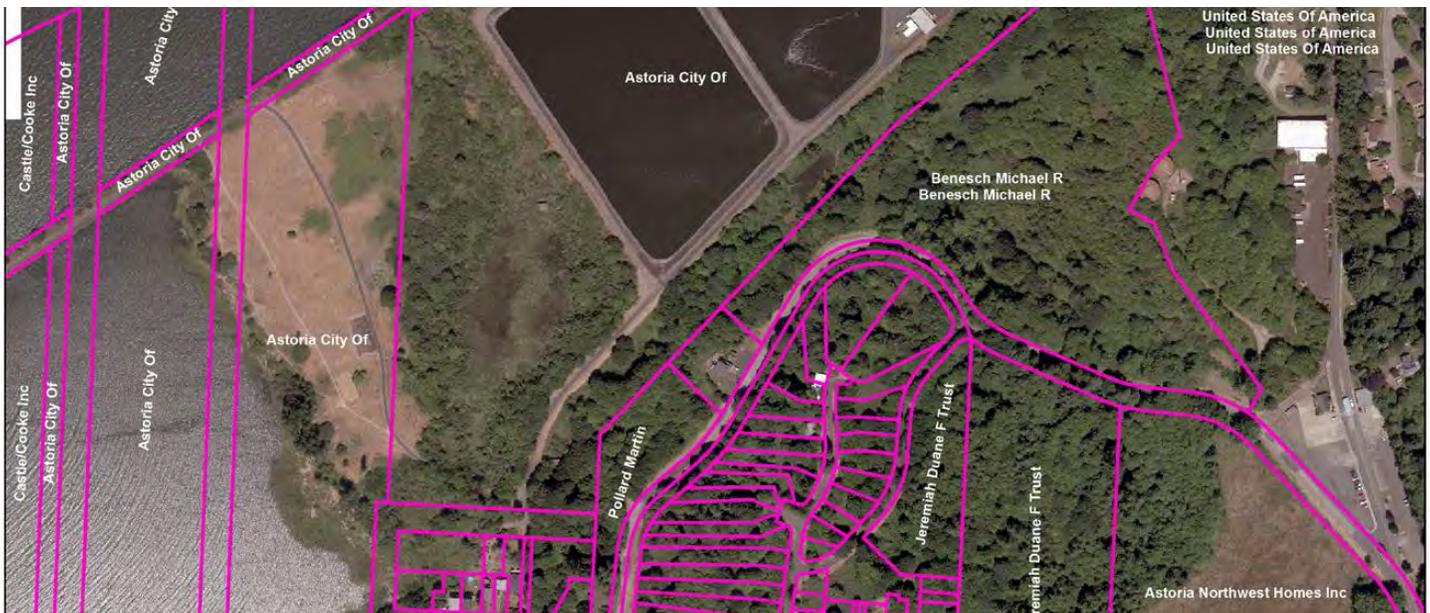
Large natural area at the eastern terminus of the River Walk. The park can be accessed from the River Walk or a small parking lot at Alder St and Lagoon Rd. The North Coast Watershed Association, North Coast Land Conservancy, and neighbors of the park are active in invasive species removal and native replanting.

## Regular Maintenance:

Mow 1x year

## Needed Maintenance:

Better control of invasive/noxious plant species



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# Alderbrook Park

Address: 45th & Leif Erickson  
Owner: City of Astoria

0.62 acres  
Condition: Poor



## Description:

Small neighborhood pocket park with a playground, covered picnic table, basketball half-court, small grass area, and community hall available for rentals.

## Regular Maintenance:

Mowing, weed-eating 1x week, empty garbage 2x week, regular cleaning, inspection, and repair of playground equipment.

## Needed Maintenance:

Outdated play equipment, Basketball court weeds, Repaint bball, back border of park has derelict building encroaching, replace playground chips



# ARC Grounds

Address: 1555 W Marine Dr  
Owner: City of Astoria

3.5 acres  
Condition: Poor



## Description:

Waterfront property on Youngs Bay that includes the Astoria Recreation Center, Parks and Facilities Maintenance Shops, and Youngs Bay Marine Park. There is a large parking lot, two picnic shelters, and a playground area with basketball half-court installed in 2014.

## Regular Maintenance:

Mowing, weed-eating 1x week, garbage 2x week, maintenance of parking lot and lights, regular cleaning, inspection, and repair of playground equipment.

## Needed Maintenance:

Repair picnic shelters, organize parking lot for maximum use of space, pave parking lot, eradicate invasive weeds



# Astor Park

Address: 1 Coxcomb Dr  
Owner: City of Astoria

37.5 acres  
Condition: Fair



## Description:

Home of the 125-ft tall Astoria Column, Astor Park is a destination for visitors and locals, providing parking, a gift shop, restrooms, picnic areas, trailheads, and stunning views of Astoria and its surroundings. The irrigated grounds are operated and maintained by the Friends of the Astoria Column.

## Regular Maintenance:

Maintenance is currently carried out by a caretaker with the Friends of the Astoria Column.

## Needed Maintenance:

None



# Birch Field & Park

Address: 49th & Birch  
Owner: City of Astoria

0.96 acres  
Condition: Poor



## Description:

Grass ball field with bases and backstop. The park is often visited by the neighbors for general use and dog walking.

## Regular Maintenance:

Mowing, weed-eating 1x week

## Needed Maintenance:

Poor drainage, bases overgrown



# Children's Park Playground

Address: 6th & Commercial  
Owner: City of Astoria

0.23 acres  
Condition: Fair



## Description:

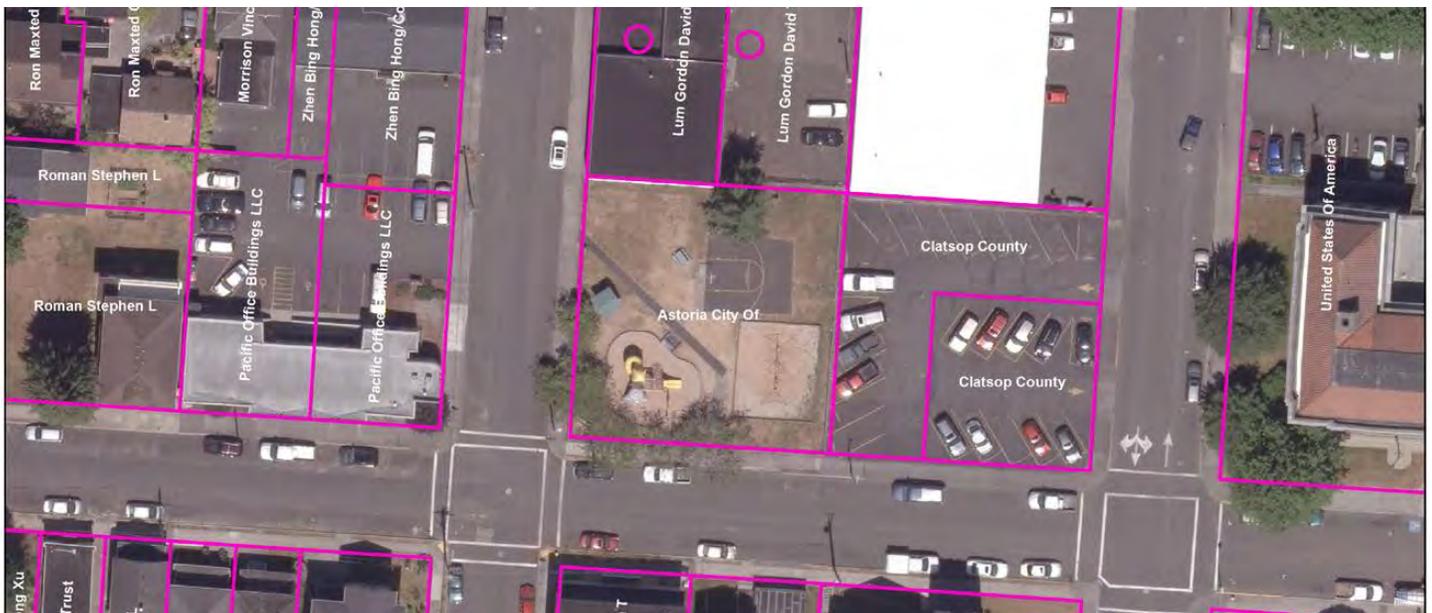
Popular downtown playground with an updated play structure, basketball half-court, swing set, picnic tables and fenced-in grass area with dog waste bags.

## Regular Maintenance:

Mowing, weed-eating 1x week, empty garbage 2x week, regular cleaning, inspection, and repair of playground equipment.

## Needed Maintenance:

Play structure needs power washing, play structure will need to be replaced in near future, replace playground chips



# Columbia Fields

Address: 35th & Leif Erickson  
Owner: Astoria School District

2.9 acres  
Condition: Poor



## Description:

Multi-use park with two ball fields, tennis courts, and a large grass area, used by multiple area sports programs. Gravel parking lot, concession stand, dugouts, and bleachers. The facility is owned by the Astoria School District. Use by the Parks and Recreation Department is provided at no cost in exchange for maintenance and operations of the site.

## Regular Maintenance:

Mowing, weed-eating 1x week, garbage 2x week, field preparation during periods of high use.

## Needed Maintenance:

Improve Columbia North Field infield, replace bleachers in east field, reseal tennis court, add lights for night use, improve turf



# Customs House

Address: 35th & Leif Erickson  
Owner: City of Astoria

0.5 acres  
Condition: Fair



## Description:

A small irrigated landscaped area with interpretive signs surrounding a reconstruction of Astoria's first Customs House.

## Regular Maintenance:

Mowing, weed-eating 1x week

## Needed Maintenance:

Weed eradication; structure repairs; replacement of interpretive panels.



# Evergreen Fields

Address: Astoria Middle School  
Owner: City of Astoria

11.7 acres  
Condition: Poor



## Description:

Large, irrigated neighborhood park with two softball fields, a large open grass area, three sand volleyball courts, restrooms, and a concession stand. Used by Parks department youth and adult sport leagues, as well as high school athletic programs.

## Regular Maintenance:

Mowing and weed-eating 1x week, emptying garbage 2x week, cleaning and maintaining restrooms, field preparation during periods of high-use

## Needed Maintenance:

Improve baseball field infields, poor drainage on both fields, weeds in sand volleyball area, improve turf



# Fort Astoria Park

Address: 15th & Exchange  
Owner: City of Astoria

0.14 acres  
Condition: Good



## Description:

A downtown historical site with scenic mural and replica of the original Fort Astoria, an irrigated grass area, dog waste bags, and interpretive signs.

## Regular Maintenance:

Mowing, weed-eating 1x week, weeding flower beds 1x month, garbage 2x weeks

## Needed Maintenance:

Weeds in flower beds



# Fred Lindstrom Park

Address: 7th & Niagara  
Owner: City of Astoria

1.9 acres  
Condition: Fair



## Description:

Popular neighborhood park with a large playground, two tennis courts, a basketball full-court, picnic tables, benches, and open grass areas.

## Regular Maintenance:

Mowing, weed-eating 1x week, garbage 2x week

## Needed Maintenance:

Power wash play structure, update/replace play structure, replace playground chips, install picnic shelter; install permanent restroom facility



# Gray School Recreation Complex

Address: Alameda & Chinook  
Owner: Astoria School District

1 acres  
Condition: Poor



## Description:

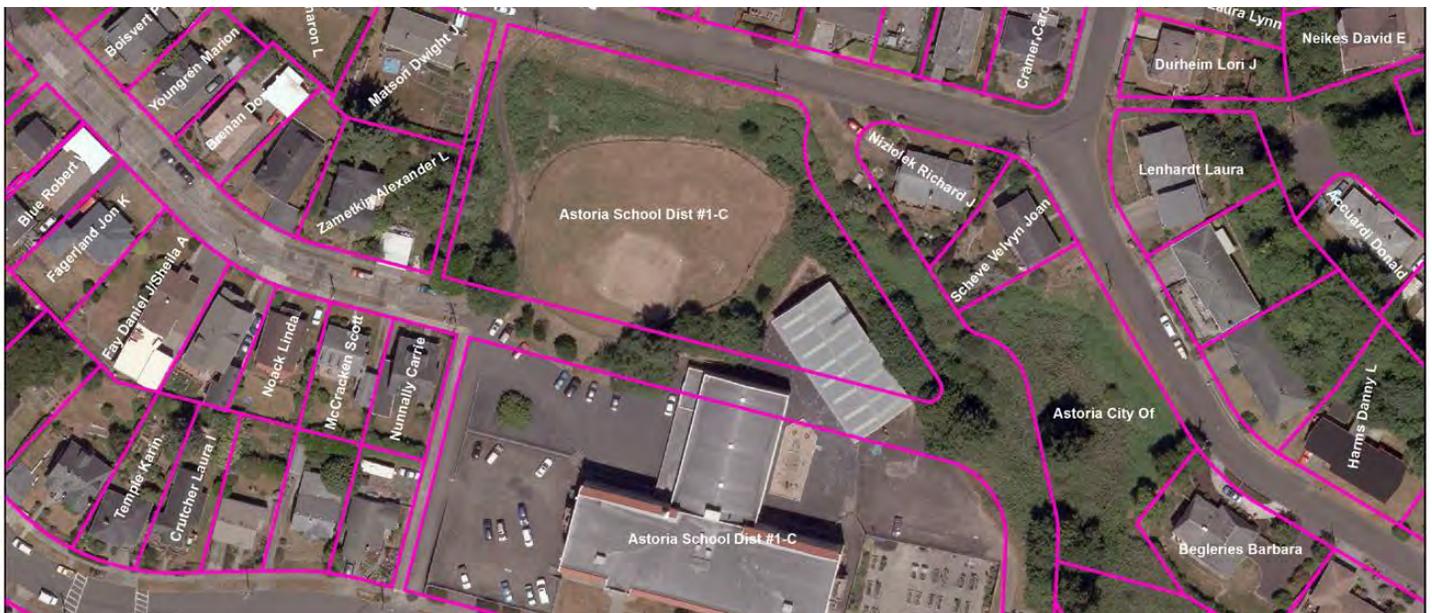
Large fenced-in grass field with fence and backstop, and semi-covered outdoor playground adjacent to Port of Play, Lil' Sprouts Academy, and the Community Gardens.

## Regular Maintenance:

Mowing, weed-eating 1x week

## Needed Maintenance:

Remove invasive weeds, improve infield on baseball field, repair fence



# Heritage Square / Garden of Surging Waves

Address: 11th & Duane  
Owner: City of Astoria

1.25 acres  
Condition: Fair



## Description:

An urban plaza with seating, hardscaping, irrigated landscaping, and sculptural elements commemorating the culture, challenges, and contribution of Chinese immigrants to Astoria and the Pacific Northwest.

## Regular Maintenance:

Weeding 1x / two weeks, 2x checks for garbage on grounds

## Needed Maintenance:

Eradicate noxious weeds, manage/prune plantings



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# Maritime Memorial

Address: Bay St & Marine Dr  
Owner: City of Astoria

0.24 acres  
Condition: Good



## Description:

Riverside park with a granite memorial wall, irrigated landscaping, historic fresh water fountain, walkway and picnic area.

## Regular Maintenance:

Weeding flower beds 1x month. Portions of the park are maintained by the Holiday Inn Express.

## Needed Maintenance:

Eradicate invasive weeds in flower beds, simplify plantings on grounds



# McClure Park

Address: 8th & Grand  
Owner: City of Astoria

0.92 acres  
Condition: Poor



## Description:

A neighborhood pocket park with a backstop, open grass area, swing set, seating, picnic tables, and dog waste bags overlooking downtown Astoria and the Columbia River. The Friends of McClure Park have adopted the site and are working on improving landscape features and adding new play equipment.

## Regular Maintenance:

Mowing, weed-eating 1x week, empty garbage 2x week

## Needed Maintenance:

Improve turf, re-evaluate use of swings, potential site for restroom/picnic shelter, replace playground chips; stabilize and rebuild north-facing retaining wall



# Mill Pond Park

Address: 23rd & Mill Pond Ln  
Owner: City of Astoria

0.29 acres  
Condition: Excellent



## Description:

Small waterfront landscaped area with picnic tables and a gazebo.

## Regular Maintenance:

Currently, maintenance is carried out by private contractor through HOA

## Needed Maintenance:

None



# Ocean View Cemetery

Address: 18th & Whiskey Rd, Warrenton  
Owner: City of Astoria

100 acres  
Condition: Poor



## Description:

Historic cemetery located in Warrenton, Oregon that includes about 16,000 burial plots, a chapel, mausoleum, maintenance facility, and scenic location.

## Regular Maintenance:

Mowing 1x week, emptying garbage cans 1x month, trimming of tree limbs as needed. Half of the cemetery grounds are irrigated, but the system is unused due to high costs.

## Needed Maintenance:

Improve turf, maintain gravesites, remove illegal plantings/grounds additions, replace/add wayfinding signs, replace wooden fence with low-maintenance structure, improve irrigation, eradicate invasive weeds



# People's Park

Address: 16th & Marine  
Owner: City of Astoria

0.41 acres  
Condition: Poor



## Description:

Open grass area adjacent to the River Walk with parking, dog waste bags, and views of the Columbia River. A wooden viewing deck was removed in 2016 due to poor structural conditions.

## Regular Maintenance:

Mowing, weed-eating 1x week, garbage 2x week

## Needed Maintenance:

Remove platform, remove hedge along sidewalk and excessive bushes in park, improve turf



# Pioneer Cemetery

Address: 15th & Niagara  
Owner: City of Astoria

2.1 acres  
Condition: Fair



## Description:

A decommissioned historic cemetery with grass areas, trees, and headstones. A wooden perimeter fence is scheduled to be removed due to poor conditions. The park is often visited by neighbors for general use and dog walking.

## Regular Maintenance:

Mowing, weed-eating 1x week

## Needed Maintenance:

Replace wooden fence with lower-maintenance structure, address erosion on east side of park, stabilize headstones, clean headstones, trim/remove trees; repair crypt



# Post Office Park

Address: 15th & Franklin  
Owner: City of Astoria

0.11 acres  
Condition: Fair



## Description:

A small grass area near downtown with a river view and monument commemorating the original location of the first post office site west of the Rocky Mountains.

## Regular Maintenance:

Mowing, weed-eating 1x week

## Needed Maintenance:

Add amenities to park for more positive use, clean obelisk



# Richard Fenscak Cathedral Tree Trail

Address:  
Owner: City of Astoria

47 acres  
Condition: Poor



## Description:

A forested natural area that can be accessed by trailheads at 28th and Irving and Astor Park. Park amenities include informational signs, maps, benches, and dog waste bags.

## Regular Maintenance:

Repairs and maintenance as requested, empty garbage 1x week

## Needed Maintenance:

Improve drainage, add wayfinding signs, address user-generated trails, provide interpretive signs, replace deficient structures, re-route tread



# River Walk

Address: Smith Point to Alderbrook Natural Area  
Owner: City of Astoria

36.4 acres  
Condition: Fair



## Description:

Linear park consisting of a 50-ft rail right of way from Smith Point to Alderbrook Natural Area, including a 6-mile multi-use trail, open landscaped areas with seating and interpretive signs, and access to multiple parks and scenic viewing areas.

## Regular Maintenance:

Mowing and weed-eating 1x week, garbage removal 2x week, maintenance of bollards, railings, and decking as needed

## Needed Maintenance:

Power wash all structures, inspect/replace trestles, eradicate invasive/noxious weeds



# Shively Park

Address: 16th & Williamsport  
Owner: City of Astoria

11.7 acres  
Condition: Poor



## Description:

A historic hilltop park with a community hall, two picnic shelters, open lawn and landscaped area, small play structure, and large forested natural areas with meandering informal trails. One trail connects to Evergreen Fields and Astoria Middle School.

## Regular Maintenance:

Mowing, weed-eating 1x week, garbage 2x week, regular cleaning, inspection, and repair of playground equipment.

## Needed Maintenance:

Eradicate invasive weeds, reduce over-mature understory in forested area, improve picnic shelters, replace swing set, replace playground chips



# Tapiola Park

Address: S. Denver & W. Marine  
Owner: City of Astoria

12 acres  
Condition: Fair



## Description:

Large community park overlooking Youngs Bay with a large playground, full basketball court, four ballfields, a skate park, two sets of public restrooms, and a picnic area with a shelter.

## Regular Maintenance:

Cleaning restrooms, empty garbage 2x week, mowing and weed-eating 1x week, field preparation during periods of high-use, regular cleaning, inspection, and repair of playground equipment.

## Needed Maintenance:

Improve turf and infield on Tapiola 2 field; improve infields and turf on Niemi fields; Power wash play structure, update/replace play structure, replace playground chips, reduce vandalism of facilities



# Tidal Rock Park

Address: 15th & Commercial  
Owner: City of Astoria

0.08 acres  
Condition: Poor



## Description:

Downtown pocket park with a large historic rock that served as a landmark for large ships coming from the Columbia River. The site includes about 100-feet of exposed historic chair-wall and access to the Astoria underground, and is mostly overgrown and inaccessible.

## Regular Maintenance:

Remove garbage and debris 1x six months

## Needed Maintenance:

Remove noxious/invasive weeds, provide better access, provide better informational signage



# Violet LaPlante Park

Address: 45th & Cedar  
Owner: City of Astoria

0.69 acres  
Condition: Fair



## Description:

Small neighborhood park surrounded by a forested area near the Columbia River. Amenities include a small climbing structure, swing set, covered picnic table, dog waste bags, and direct access to the River Walk.

## Regular Maintenance:

Mowing, weed-eating 1x week, empty garbage 2x week

## Needed Maintenance:

Outdated play equipment, replace playground chips



# Youngs Bay Marine Park

Address: 1555 W Marine Dr  
Owner: City of Astoria

0.9 acres  
Condition: Poor



## Description:

Marine use area with a boat ramp, docks, picnic area, and a gravel parking lot shared with the Astoria Recreation Center.

## Regular Maintenance:

Repair/replacement of dock infrastructure as needed

## Needed Maintenance:

Replacement of transient dock and pilings



# Youngs River Falls

Address: Young's River Loop Rd  
Owner: City of Astoria

12 acres  
Condition: Poor



## Description:

A wooded park about 10 miles south of Astoria, with parking, interpretive signs, and a scenic 65' waterfall on the Youngs River.

## Regular Maintenance:

Remove garbage and debris 1x six months. Distance from Astoria limits level of care.

## Needed Maintenance:

Trail and step repair; replace interpretive signs.



# 15th Street Triangle

Address: 15th & Marine Dr  
Owner: City of Astoria

0.2 acres



## Description:

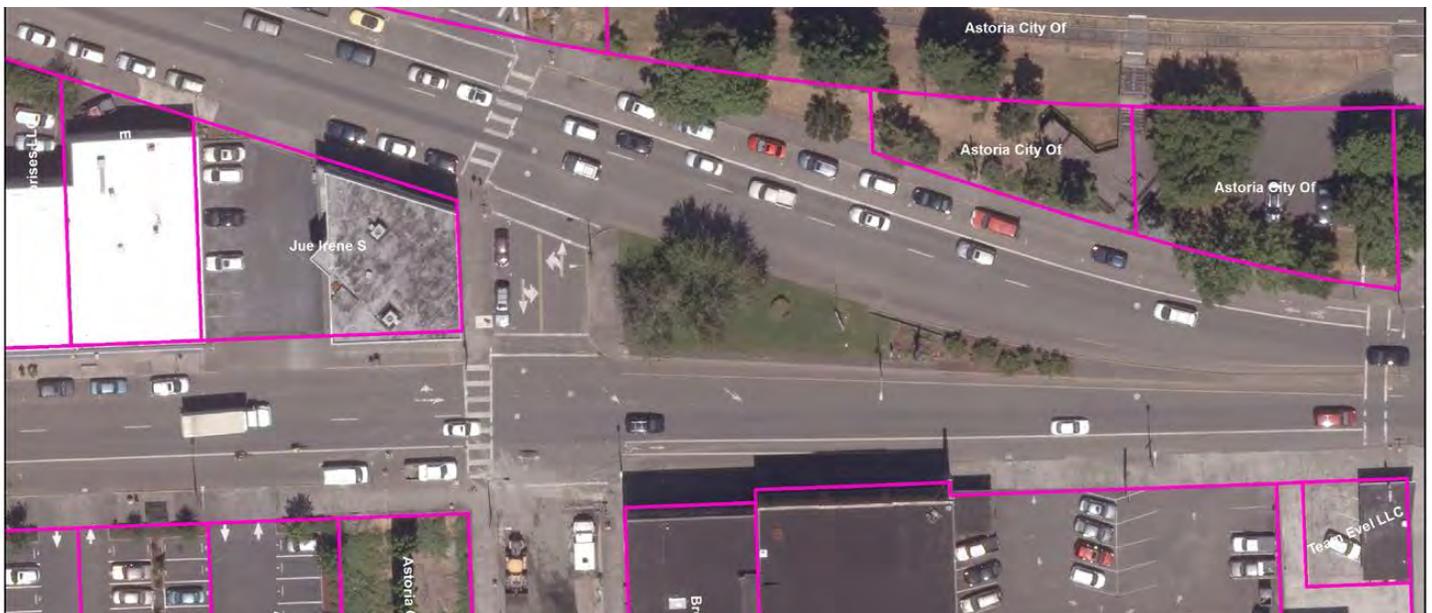
Small grass area with trees, landscaping, and a "Welcome to Downtown Astoria" sign

## Regular Maintenance:

Mowing, weed-eating 1x week, weeding flower beds 1x month

## Needed Maintenance:

Weed eradication



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# 18th Street Flower Beds

Address: 18th Street from Marine Dr to Exchange St  
Owner: City of Astoria

0.2 acres



## Description:

Small area with natural plantings and flowers.

## Regular Maintenance:

Weed-eating and mowing 1x month

## Needed Maintenance:

Weed eradication; litter removal



# 8th Street Triangle

Address: 8th & Marine Dr  
Owner: City of Astoria

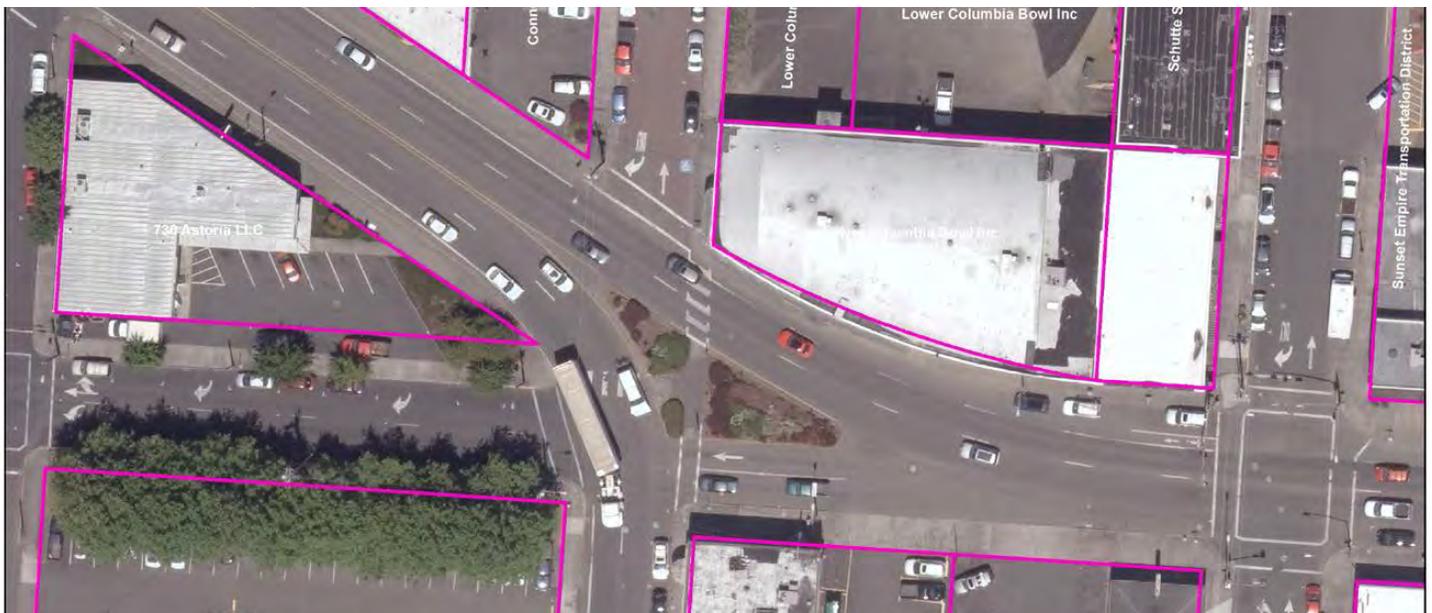
0.1 acres



**Description:**  
Small landscaped area along Marine Drive.

**Regular Maintenance:**  
Weed-eating and mowing 1x month

**Needed Maintenance:**  
Weed eradication; litter removal



# Aquatic Center Grounds

Address: 1997 Marine Dr  
Owner: City of Astoria

2.2 acres



## Description:

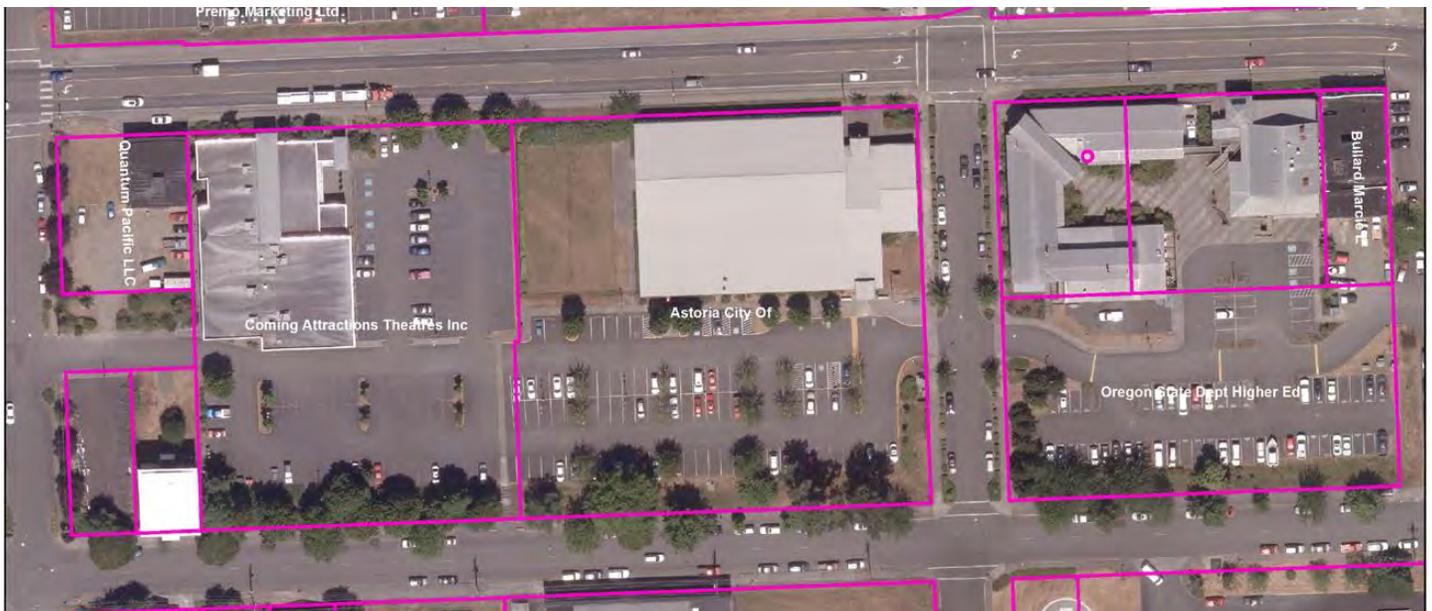
Large parking lot, open grass area, and landscaping

## Regular Maintenance:

Mowing, weed-eating 1x week

## Needed Maintenance:

Address roots damaging concrete sidewalk, excessive leaves in fall, eradicate invasive weeds



# Exchange Street Parkway

Address: 17th St to 20th St

Owner: City of Astoria

0.3 acres



## Description:

Street trees and landscape beds.

## Regular Maintenance:

Tree and landscape bed maintenance as needed

## Needed Maintenance:

None



# Library Parking Lot

Address: 10th & Exchange  
Owner: City of Astoria

0.2 acres



## Description:

Half block paved parking lot with 15 spaces and landscaping.

## Regular Maintenance:

Trim hedge 2x year

## Needed Maintenance:

None



# Marine Drive Parkway

Address: 10th St to 23rd St

Owner: City of Astoria

1.5 acres



## Description:

Street trees and landscape beds.

## Regular Maintenance:

Tree and landscape bed maintenance as needed

## Needed Maintenance:

None



# Portal Park - East

Address: 33rd & Marine Dr  
Owner: City of Astoria

0.2 acres



## Description:

Grass area with trees, landscaping, and gateway sign.

## Regular Maintenance:

Mowing, weed-eating 1x week, garbage 2x week

## Needed Maintenance:

Weed eradication; tree trimming



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# Portal Park - West

Address: Taylor & W Marine Dr  
Owner: City of Astoria

0.4 acres



## Description:

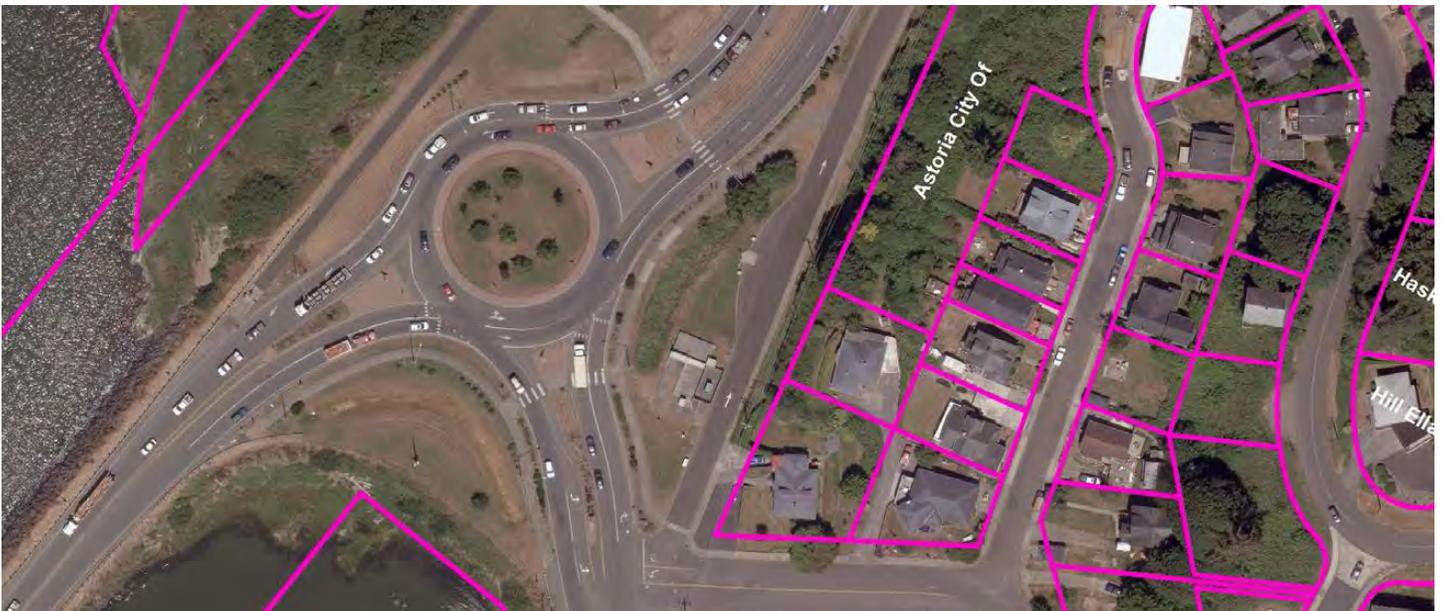
Grass area with trees, landscaping, sculpture, and gateway sign.

## Regular Maintenance:

Mowing, weed-eating 1x week

## Needed Maintenance:

None



# Smith Point Traffic Circle

Address: Hwy 101 & 202

Owner: Oregon Department of Transportation

3.2 acres



## Description:

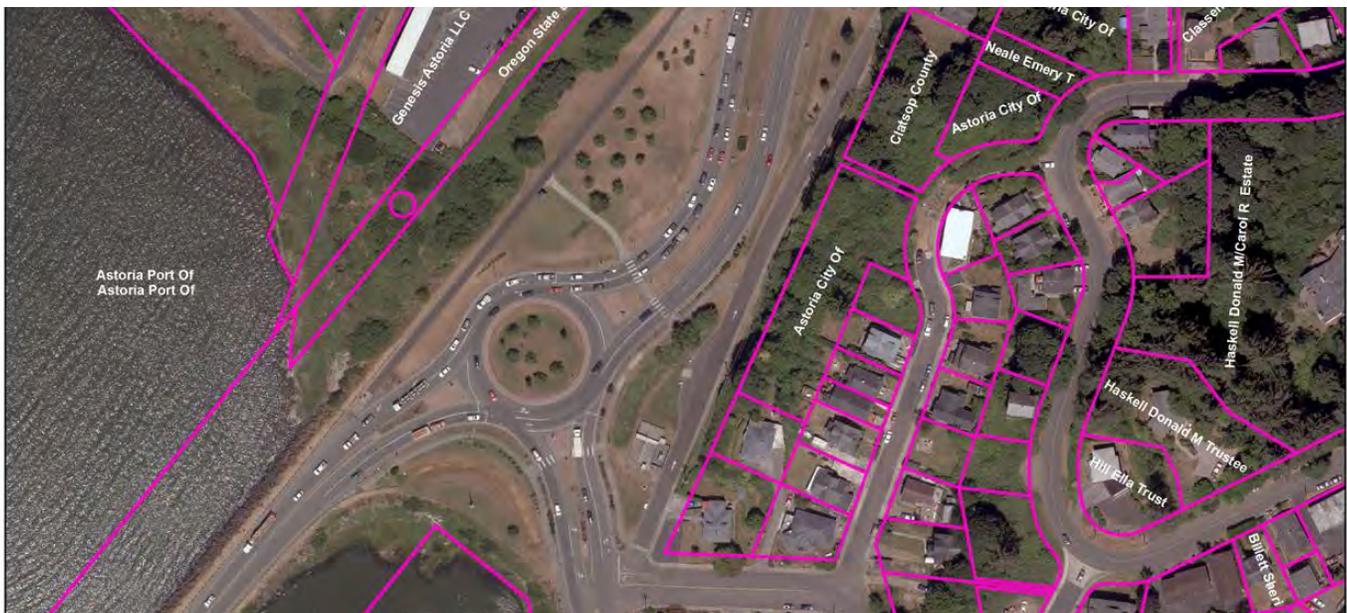
Grass areas with trees and landscaping.

## Regular Maintenance:

Mowing, weed-eating 1x week, empty garbage 1x week

## Needed Maintenance:

Reduce number of flowerbeds, reduce number of shrubs and trees, eradicate invasive weeds





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

July 26, 2016

**MEMORANDUM**

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: **FUEL SYSTEM REPLACEMENT PROJECT - AUTHORIZATION TO AWARD CONTRACT**

**DISCUSSION/ANALYSIS**

The City of Astoria currently utilizes a fuel delivery system comprised of three underground fuel tanks, cathodic protection, pumps, associated piping and a fuel management system. This facility is located at the Public Works Yard, 550 30<sup>th</sup> Street. The three tanks were installed in 1978 and lined in 1998. The cathodic protection and fuel pumps were installed in 1999. All components of the system are approaching or have exceeded the end of their service life and are in need of replacement to prevent increasingly expensive repairs and rehabilitation work. Additionally, parts and maintenance support for much of the system is not longer available.

Replacing the existing fuel system with new above ground fuel tanks and updated components is the most cost effective, sustainable way to continue to provide fuel for the City fleet. The fuel system is planned to include new above ground fuel storage (6,000 gallon unleaded and 4,000 gallon diesel), associated piping and appurtenances, 2 new fuel pumps, and a modern fuel management system. The existing fuel tanks are planned for removal as part of this project.

Last month, Council authorized staff to solicit proposals for the Fuel System Replacement Project. Anderson Environmental Contracting, LLC. (AEC) and 4C's Environmental, Inc. (4C's) submitted proposals for the project.

The solicitation for proposals on this project established the following selection criteria, which were considered with the designated weight:

- Content: Comprehensive nature of addressing all criteria and requirements (30%)
- Experience: Proposer's experience with similar projects and past performance (30%)
- Schedule: Ability to complete the project within the established timeframe (20%)
- Estimate Fee: Lump Sum, not-to-exceed price to meet RFP criteria (20%)

After reviewing and scoring the proposals based on the evaluation criteria, Staff selected 4C's. 4C's was selected primarily based on site specific information they included in their project approach and a bid price that is compatible with the City's budget. They provided a lump sum not-to-exceed price for the project of \$231,157. A bid price comparison is shown below.

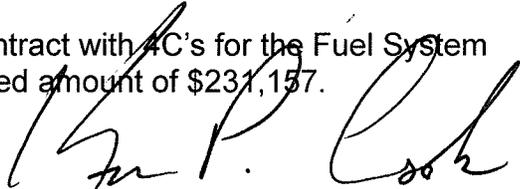
#	Contractor	Bid
1	4C's Environmental, Inc.	\$231,157.00
2	Anderson Environmental Contracting, LLC.	\$354,887.77

The Fuel Tank Replacement Project is budgeted in the Capital Improvement Fund for \$220,000. Funds are available in the Capital Improvement Fund for this project. The bid price exceeds the budgeted amount; therefore, a budget amendment may be required at the end of the fiscal year.

### RECOMMENDATION

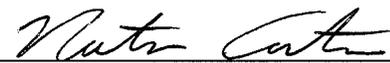
It is recommended that Council execute a contract with 4C's for the Fuel System Replacement Project for the total not-to-exceed amount of \$231,157.

Submitted By



Ken P. Cook, Public Works Director

Prepared By:



Nathan Crater, P.E., Assistant City Engineer

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

CONTRACT:

This Contract, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016 by and between the City of Astoria, a municipal corporation of the State of Oregon, hereinafter called "CITY", and 4C's Environmental Inc., 1590 SE Uglow Ave., Dallas, OR 97338 hereinafter called "CONTRACTOR", duly authorized to do business in Oregon.

WITNESSETH

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

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

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

1. CONTRACTOR GOODS AND SERVICES

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

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

C. CONTRACTOR services shall be performed as expeditiously as is consistent with professional skill and the orderly progress of work. All work shall be completed no later than 12 weeks from Notice-to-proceed for the project.

2. COMPENSATION

A. The CITY agrees to pay CONTRACTOR a total not to exceed \$231,157 for providing goods and performance of those services provided herein;

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

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

3. CONTRACTOR IDENTIFICATION

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

4. CITY'S REPRESENTATIVE

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

5. CONTRACTOR'S REPRESENTATIVE

For purposes hereof, the CONTRACTOR'S authorized representative will be Casey Michaels.

6. CITY'S OBLIGATIONS

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

7. CONTRACTOR IS INDEPENDENT CONTRACTOR

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

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

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

8. CANCELLATION FOR CAUSE

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

9. ACCESS TO RECORDS

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

10. FORCE MAJEURE

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

11. NONWAIVER

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

12. ATTORNEY'S FEES

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

13. APPLICABLE LAW

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

14. CONFLICT BETWEEN TERMS

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

15. INDEMNIFICATION

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

negligence of CONTRACTOR and The City of Astoria this indemnification and agreement to assume defense costs applies only to the extent of the negligence or alleged negligence of the CONTRACTOR.

16. INSURANCE

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

A. Commercial General Liability. CONTRACTOR shall obtain, at CONTRACTOR'S expense and keep in effect during the term of this Contract, Commercial General Liability Insurance which shall provide personal injury, bodily injury and property damage liability to cover the Contractor's operations, including Subcontractors and suppliers of any tier covering the indemnity provisions of this Contract, including but not limited to premises, products/completed operations, personal injury, blanket contractual liability, and explosion, collapse or underground (XCU).

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

C. Additional Insured. The liability insurance coverage in 16A and 16B above shall include CITY and its officers and employees as Additional Insured but only with respect to CONTRACTOR'S activities to be performed under this Contract. Coverage will be primary and non-contributory with any other insurance and self-insurance. Prior to starting work under this Contract, CONTRACTOR shall furnish a certificate to CITY from each insurance company providing insurance showing that the CITY is an additional insured, the required coverage is in force, stating policy numbers, dates of expiration and limits of liability, and further stating that such coverage is primary and not contributory.

D. Professional Liability Insurance. The CONTRACTOR shall have in force a policy of Professional Liability Insurance with limits of not less than \$1,000,000 per claim and in the aggregate. The CONTRACTOR shall keep such policy in force and current during the term of this contract.

E. Pollution Liability. CONTRACTOR or appropriate sub-contractor, upon written approval of the CITY, shall obtain, at their expense, and keep in effect during the term of the Contract, Contractors' Pollution Liability Insurance covering their liability for bodily injury, property damage and environmental damage resulting from pollution conditions and related cleanup costs incurred by the CONTRACTOR or appropriate sub-contractor, all arising out of the work or services (including the transportation risk, when applicable) to be performed under this Contract. The coverage shall also include non-owned disposal sites and exacerbation of existing conditions. Limits of coverage per occurrence shall not be less than \$ 2,000,000. Aggregate limits of coverage shall not be less than \$4,000,000.

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

17. CITY'S BUSINESS LICENSE

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

18. WORKER'S COMPENSATION

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

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

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

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

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

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

20. NONDISCRIMINATION

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

21. PAYMENT OF MEDICAL CARE

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

22. OVERTIME

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

23. STANDARD OF CARE

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

24. NO THIRD PARTY BENEFICIARIES

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

25. SEVERABILITY AND SURVIVAL

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

26. COMPLETE CONTRACT

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

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

Approved as to form:

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

Attorney

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

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

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



July 25, 2016

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: AUTHORIZATION TO AWARD CONTRACT – PROMOTE ASTORIA PARKS  
LANDSCAPING WORK TO GREENSMITH LANDSCAPING

**DISCUSSION/ANALYSIS**

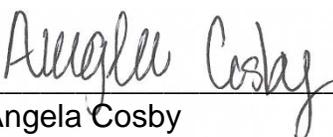
As a part of the fiscal year 2016-2017 budget process, it was proposed that Promote Astoria funds be used to cover maintenance costs associated with Parks maintained areas which are frequented by visitors or enhance the experience of visitors. Funds were ultimately approved to be used for those areas to enhance their beauty and ensure they are cared for at the highest standard. After a bid solicitation to local landscaping companies, Greensmith Landscaping LLC was the only responder and has provided a bid of \$94,850 for services at the following properties:

- Smith Point, located on the Highway 101 roundabout at the west end of Astoria
- 8th St. Triangle Flower Bed, located on Marine Drive and 8th St.
- Portal Park, located at the corner of Leif Erikson Dr. and 33rd St.
- 15th St. Triangle, located on 15th St. between Marine Dr. and Commercial St.
- People's Park, located between 14th and 16th St. on Marine Dr.
- 17th St. Flower Bed, located at the north end of 17th St., in front of the Coast Guard Dock
- The Astoria Riverwalk, all City owned property along the Columbia River from the Megler Bridge east to 39th St.
- 9th St. Park, located at 9th and Astor St.
- Fort Astoria Park, located at the corner of Exchange St. and 15th St.
- West Bond Triangle Flower Bed, located at the corner of W. Bond St. and W. Marine Dr.

Landscaping services will include mowing, trimming, pruning, hedging, edging, fertilization, and aeration, as well as bi-annual site clean-ups and periodic weeding of flowerbeds. The goal of these services is to bring the above mentioned properties to an "A" level standard of care that will display Astoria's highly visible parklands at their best character to residents and visitors to our area. A total of \$98,000 was budgeted and the bid is within this amount.

**RECOMMENDATION**

It is recommended that Council approve the contract for landscaping services for the sites listed with Greensmith Landscaping LLC for the amount of \$94,850.

By:   
Angela Cosby  
Director of Parks & Recreation

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

CONTRACT:

This Contract, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016 by and between the City of Astoria, a municipal corporation of the State of Oregon, hereinafter called "CITY", and Greensmith LLC, located at 34988 Hwy 101 Business Suite 106, Astoria, OR, hereinafter called "CONTRACTOR", duly authorized to do business in Oregon.

W I T N E S S E T H

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

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

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

1. CONTRACTOR GOODS AND SERVICES

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

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

C. CONTRACTOR services shall be performed as expeditiously as is consistent with professional skill and the orderly progress of work.

2. COMPENSATION

A. The CITY agrees to pay CONTRACTOR a total not to exceed \$94,850 for providing goods and performance of those services provided herein;

B. *The CONTRACTOR will submit billing for work completed each month*

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

3. CONTRACTOR IDENTIFICATION

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

4. CITY'S REPRESENTATIVE

For purposes hereof, the CITY'S authorized representative will be Jonah Dart-McLean, City of Astoria, 1095 Duane Street, Astoria, Oregon, 97103, (503) 741-1600.

5. CONTRACTOR'S REPRESENTATIVE

For purposes hereof, the CONTRACTOR'S authorized representative will be Anthony Smith, Greensmith LLC, 34988 Hwy 101 Business Suite 106.

6. CITY'S OBLIGATIONS

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

7. CONTRACTOR IS INDEPENDENT CONTRACTOR

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

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

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

8. CANCELLATION FOR CAUSE

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

9. ACCESS TO RECORDS

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

10. FORCE MAJEURE

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

11. NONWAIVER

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

12. ATTORNEY'S FEES

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

13. APPLICABLE LAW

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

14. CONFLICT BETWEEN TERMS

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

15. INDEMNIFICATION

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

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

## 16. INSURANCE

Prior to starting work hereunder, CONTRATOR, at CONTRATOR'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. CONTRATOR shall obtain, at CONTRATOR'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 Contrators, subcontractors and anyone directly or indirectly employed by either.

B. Automobile Liability. CONTRATOR shall obtain, at CONTRATOR'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 CONTRATOR'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, CONTRATOR shall furnish a certificate to CITY from each insurance company providing insurance showing that the CITY is an additional insured, the required coverage is in force, stating policy numbers, dates of expiration and limits of liability, and further stating that such coverage is primary and not contributory.

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

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

## 17. CITY'S BUSINESS LICENSE

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

## 18. WORKMEN'S COMPENSATION

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

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

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

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

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

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

20. NONDISCRIMINATION

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

21. PAYMENT OF MEDICAL CARE

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

22. OVERTIME

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

23. STANDARD OF CARE

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

24. NO THIRD PARTY BENEFICIARIES

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

25. SEVERABILITY AND SURVIVAL

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

26. COMPLETE CONTRACT

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

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

Approved as to form:

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

Attorney

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

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

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

**BID FORMS**

Location: Smith Point			
Work Description (item, unit measure)	Estimated Labor Per Occurrence	Occurrences Per Year	Total Annual Service Fee
1. Spring Cleanup, (hrs. of labor per occurrence)	22-29.3	1	\$990
2. Mowing & Trimming of all turf areas, including cleanup after maintenance of all sidewalks, drives, etc. (hrs. of labor per occurrence)	9-11.6	<del>20 minimum</del> 27	\$10,935
3. Edging of all sidewalks, driveways and curbs (hrs. of labor, per occurrence)	5-6.4	<del>10 minimum</del> 14	\$3,150
4. Flower beds' chemical & manual weeding & deadheading (hrs. of labor per occurrence, based on a May 15 <sup>th</sup> installation date)	0	22 minimum	\$0
5. Fertilizing flower beds & containerized flowers (hrs. of labor per occurrence)	0	3 minimum	\$0
6. Landscape planting bed & tree base weed removal by chemical & manual means (hrs. of labor per occurrence)	8-10.3	<del>4 minimum</del>	\$1,440
7. Fall Cleanup, includes summer annual flower removal. (hrs. of labor per occurrence)	12-15.4	<del>2 minimum</del>	\$1,080
8. Applications of fertilizer and weed control practices to all turf areas (hrs. of labor per occurrence)	4.4-6.2	2 minimum	\$1,384
9. Aerating, <del>Disturbing</del> of turf	16-20.6	1	\$720
10. Shrub shaping (hrs. of labor per occurrence).	6-7.7	6 <sup>12</sup>	\$1,620
11. Shrub Fertilization (hrs. of labor per occurrence)	4-5.7	1	\$200
Total (total hours in first column & total annual fee, without sales tax, in third column)	86.4-125.8	—	\$21,599

**BID FORMS**

Location: 15th St. Triangle			
Work Description (item, unit measure)	Estimated Labor Per Occurrence	Occurrences Per Year	Total Annual Service Fee
1. Spring Cleanup, (hrs. of labor per occurrence)	4-5.1	1	\$180
2. Mowing & Trimming of all turf areas, including cleanup after maintenance of all sidewalks, drives, etc. (hrs. of labor per occurrence)	1.5-1.9	26 minimum 27	\$1,823
3. Edging of all sidewalks, driveways and curbs (hrs. of labor, per occurrence)	1.0-1.3	13 minimum 14	\$630
4. Flower beds' chemical & manual weeding & deadheading (hrs. of labor per occurrence, based on a May 15 <sup>th</sup> installation date)	.5-.6	22 minimum	\$495
5. Fertilizing flower beds & containerized flowers (hrs. of labor per occurrence)	.5-.6	3 minimum	\$68
6. Landscape planting bed & tree base weed removal by chemical & manual means (hrs. of labor per occurrence)	2-2.6	4 minimum	\$360
7. Fall Cleanup, includes summer annual flower removal. (hrs. of labor per occurrence)	4-5.1	2 minimum	\$360
8. Applications of fertilizer and weed control practices to all turf areas (hrs. of labor per occurrence)	.4-1	2 minimum	\$68
9. Aerating, Dethatching of turf	2-2.6	1	\$90
10. Shrub shaping (hrs. of labor per occurrence).	1.5-1.9	8 <sup>12</sup>	\$540
11. Shrub Fertilization (hrs. of labor per occurrence)	.5-.6	1	\$23
Total (total hours in first column & total annual fee, without sales tax, in third column)	17.9-23.5	—	\$4,635

**BID FORMS**

Location: The Astoria Riverwalk			
Work Description (item, unit measure)	Estimated Labor Per Occurrence	Occurrences Per Year	Total Annual Service Fee
1. Spring Cleanup, (hrs. of labor per occurrence)	4-5.1	1	\$180
2. Mowing & Trimming of all turf areas, including cleanup after maintenance of all sidewalks, drives, etc. (hrs. of labor per occurrence)	20-25.7	<del>20 minimum</del> 27	\$24,300
3. Edging of all sidewalks, driveways and curbs (hrs. of labor, per occurrence)	0	13 minimum	\$0
4. Flower beds' chemical & manual weeding & deadheading (hrs. of labor per occurrence, based on a May 15 <sup>th</sup> installation date)	0	22 minimum	\$0
5. Fertilizing flower beds & containerized flowers (hrs. of labor per occurrence)	0	3 minimum	\$0
6. Landscape planting bed & tree base weed removal by chemical & manual means (hrs. of labor per occurrence)	0	4 minimum	\$0
7. Fall Cleanup, includes summer annual flower removal. (hrs. of labor per occurrence)	4-5.1	<del>2 minimum</del>	\$360
8. Applications of fertilizer and weed control practices to all turf areas (hrs. of labor per occurrence)	0	2 minimum	\$0
9. Aerating, Dethatching of turf	0		\$0
10. Shrub shaping (hrs. of labor per occurrence).	20-25.7	6 <sup>hr</sup>	\$5,400
11. Shrub Fertilization (hrs. of labor per occurrence)	0	1	\$0
Total (total hours in first column & total annual fee, without sales tax, in third column)	49-61.7	—	\$30,240

**BID FORMS**

Location: 8th St. Triangle Flower Bed			
Work Description (item, unit measure)	Estimated Labor Per Occurrence	Occurrences Per Year	Total Annual Service Fee
1. Spring Cleanup, (hrs. of labor per occurrence)	4 - 5.1	1	\$ 180
2. Mowing & Trimming of all turf areas, including cleanup after maintenance of all sidewalks, drives, etc. (hrs. of labor per occurrence)	0	26 minimum	\$ 0
3. Edging of all sidewalks, driveways and curbs (hrs. of labor, per occurrence)	0	13 minimum	\$ 0
4. Flower beds' chemical & manual weeding & deadheading (hrs. of labor per occurrence, based on a May 15 <sup>th</sup> installation date)	1 - 1.3	22 minimum	\$ 990
5. Fertilizing flower beds & containerized flowers (hrs. of labor per occurrence)	0	3 minimum	\$ 0
6. Landscape planting bed & tree base weed removal by chemical & manual means (hrs. of labor per occurrence)	1.25 - 1.6	4 minimum	\$ 225
7. Fall Cleanup, includes summer annual flower removal. (hrs. of labor per occurrence)	4 - 5.1	2 minimum	\$ 360
8. Applications of fertilizer and weed control practices to all turf areas (hrs. of labor per occurrence)	0	2 minimum	\$ 0
9. Aerating, Dethatching of turf	0		\$ 0
10. Shrub shaping (hrs. of labor per occurrence).	3 - 3.9	8 <del>42</del>	\$ 1,080
11. Shrub Fertilization (hrs. of labor per occurrence)	.5 - .6	1	\$ 22.
Total (total hours in first column & total annual fee, without sales tax, in third column)	13.75 - 17.7	—	\$ 2,857

**BID FORMS**

Location: People's Park			
Work Description (item, unit measure)	Estimated Labor Per Occurrence	Occurrences Per Year	Total Annual Service Fee
1. Spring Cleanup, (hrs. of labor per occurrence)	6 - 7.7	1	\$ 270
2. Mowing & Trimming of all turf areas, including cleanup after maintenance of all sidewalks, drives, etc. (hrs. of labor per occurrence)	2.5 - 3.2	<del>26 minimum</del> 27	\$ 3,038
3. Edging of all sidewalks, driveways and curbs (hrs. of labor, per occurrence)	1.25 - 1.6	<del>18 minimum</del> 14	\$ 788
4. Flower beds' chemical & manual weeding & deadheading (hrs. of labor per occurrence, based on a May 15 <sup>th</sup> installation date)	0	22 minimum	\$ 0
5. Fertilizing flower beds & containerized flowers (hrs. of labor per occurrence)	0	3 minimum	\$ 0
6. Landscape planting bed & tree base weed removal by chemical & manual means (hrs. of labor per occurrence)	4 - 5.1	<del>4 minimum</del>	\$ 720
7. Fall Cleanup, includes summer annual flower removal. (hrs. of labor per occurrence)	5 - 6.4	2 minimum	\$ 450
8. Applications of fertilizer and weed control practices to all turf areas (hrs. of labor per occurrence)	1 - 1.3	2 minimum	\$ 265
9. Aerating, <del>Dethatching</del> of turf	3 - 3.9	1	\$ 135
10. Shrub shaping (hrs. of labor per occurrence).	4 - 5.1	6 <sup>42</sup>	\$ 1,080
11. Shrub Fertilization (hrs. of labor per occurrence)	2 - 2.6	1	\$ 90
Total (total hours in first column & total annual fee, without sales tax, in third column)	<del>28.75 - 39.9</del>	—	\$ 6,935

**BID FORMS**

Location: 9th St. Park			
Work Description (item, unit measure)	Estimated Labor Per Occurrence	Occurrences Per Year	Total Annual Service Fee
1. Spring Cleanup, (hrs. of labor per occurrence)	2 - 2.6	1	\$90
2. Mowing & Trimming of all turf areas, including cleanup after maintenance of all sidewalks, drives, etc. (hrs. of labor per occurrence)	.75 - 1	<del>26</del> minimum 27	\$911
3. Edging of all sidewalks, driveways and curbs (hrs. of labor, per occurrence)	.75 - 1	<del>19</del> minimum 14	\$473
4. Flower beds' chemical & manual weeding & deadheading (hrs. of labor per occurrence, based on a May 15 <sup>th</sup> installation date)	0	22 minimum	\$0
5. Fertilizing flower beds & containerized flowers (hrs. of labor per occurrence)	0	3 minimum	\$0
6. Landscape planting bed & tree base weed removal by chemical & manual means (hrs. of labor per occurrence)	.75 - 1	4 minimum	\$135
7. Fall Cleanup, includes summer annual flower removal. (hrs. of labor per occurrence)	1 - 1.3	<del>2</del> minimum	\$90
8. Applications of fertilizer and weed control practices to all turf areas (hrs. of labor per occurrence)	.4 - .9	2 minimum	\$66
9. Aerating, <del>Dethatching</del> of turf	1 - 1.3	1	\$45
10. Shrub shaping (hrs. of labor per occurrence).	2 - 2.6	6 <del>12</del>	\$540
11. Shrub Fertilization (hrs. of labor per occurrence)	.5 - .6	1	\$23
Total (total hours in first column & total annual fee, without sales tax, in third column)	9.15 - 122	—	\$2,372

**BID FORMS**

Location: Portal Park			
Work Description (item, unit measure)	Estimated Labor Per Occurrence	Occurrences Per Year	Total Annual Service Fee
1. Spring Cleanup, (hrs. of labor per occurrence)	4-10.3	1	\$360
2. Mowing & Trimming of all turf areas, including cleanup after maintenance of all sidewalks, drives, etc. (hrs. of labor per occurrence)	1.25-1.6	20 minimum 27	\$1,519
3. Edging of all sidewalks, driveways and curbs (hrs. of labor, per occurrence)	.75-1	10 minimum 14	\$473
4. Flower beds' chemical & manual weeding & deadheading (hrs. of labor per occurrence, based on a May 15 <sup>th</sup> installation date)	.25-.3	22 minimum	\$248
5. Fertilizing flower beds & containerized flowers (hrs. of labor per occurrence)	.5-.6	3 minimum	\$68
6. Landscape planting bed & tree base weed removal by chemical & manual means (hrs. of labor per occurrence)	2-2.6	4 minimum	\$360
7. Fall Cleanup, includes summer annual flower removal. (hrs. of labor per occurrence)	6-7.7	2 minimum	\$540
8. Applications of fertilizer and weed control practices to all turf areas (hrs. of labor per occurrence)	.5-1.3	2 minimum	\$91
9. Aerating, <del>Dethatching</del> of turf	2-2.6	1	\$90
10. Shrub shaping (hrs. of labor per occurrence).	5-6.4	6 <sup>42</sup>	\$1,350
11. Shrub Fertilization (hrs. of labor per occurrence)	.75-1	1	\$34
Total (total hours in first column & total annual fee, without sales tax, in third column)	27-35.4	—	\$5,131

**BID FORMS**

Location: 17th St. Flower Bed			
Work Description (item, unit measure)	Estimated Labor Per Occurrence	Occurrences Per Year	Total Annual Service Fee
1. Spring Cleanup, (hrs. of labor per occurrence)	2 - 2.6	1	\$90
2. Mowing & Trimming of all turf areas, including cleanup after maintenance of all sidewalks, drives, etc. (hrs. of labor per occurrence)	0	26 minimum	\$0
3. Edging of all sidewalks, driveways and curbs (hrs. of labor, per occurrence)	0	13 minimum	\$0
4. Flower beds' chemical & manual weeding & deadheading (hrs. of labor per occurrence, based on a May 15 <sup>th</sup> installation date)	.25 - .3	22 minimum	\$247.00
5. Fertilizing flower beds & containerized flowers (hrs. of labor per occurrence)	.25 - .3	3 minimum	\$34
6. Landscape planting bed & tree base weed removal by chemical & manual means (hrs. of labor per occurrence)	0	4 minimum	\$0
7. Fall Cleanup, includes summer annual flower removal. (hrs. of labor per occurrence)	1.0 - 1.3	2 minimum	\$90
8. Applications of fertilizer and weed control practices to all turf areas (hrs. of labor per occurrence)	0	2 minimum	\$0
9. Aerating, Dethatching of turf	0	0	\$0
10. Shrub shaping (hrs. of labor per occurrence).	.25 - .3	6 <sup>42</sup>	\$68
11. Shrub Fertilization (hrs. of labor per occurrence)	.25 - .3	1	\$11
Total (total hours in first column & total annual fee, without sales tax, in third column)	4 - 5.1	—	\$540

**BID FORMS**

Location: West Bond Triangle Flower Bed			
Work Description (item, unit measure)	Estimated Labor Per Occurrence	Occurrences Per Year	Total Annual Service Fee
1. Spring Cleanup, (hrs. of labor per occurrence)	2-2.6	1	\$90
2. Mowing & Trimming of all turf areas, including cleanup after maintenance of all sidewalks, drives, etc. (hrs. of labor per occurrence)	0	26 minimum	\$0
3. Edging of all sidewalks, driveways and curbs (hrs. of labor, per occurrence)	0	13 minimum	\$0
4. Flower beds' chemical & manual weeding & deadheading (hrs. of labor per occurrence, based on a May 15 <sup>th</sup> installation date)	0	22 minimum	\$0
5. Fertilizing flower beds & containerized flowers (hrs. of labor per occurrence)	0	3 minimum	\$0
6. Landscape planting bed & tree base weed removal by chemical & manual means (hrs. of labor per occurrence)	1.5-1.9	4 minimum	\$270
7. Fall Cleanup, includes summer annual flower removal. (hrs. of labor per occurrence)	2-2.6	2 minimum	\$180
8. Applications of fertilizer and weed control practices to all turf areas (hrs. of labor per occurrence)	0	2 minimum	\$0
9. Aerating, Dethatching of turf	0		\$0
10. Shrub shaping (hrs. of labor per occurrence).	.5-.6	4 <del>12</del>	\$90
11. Shrub Fertilization (hrs. of labor per occurrence)	.5-.6	1	\$23
Total (total hours in first column & total annual fee, without sales tax, in third column)	6.5-8.4	—	\$653

**BID FORMS**

Location: Fort Astoria Park			
Work Description (item, unit measure)	Estimated Labor Per Occurrence	Occurrences Per Year	Total Annual Service Fee
1. Spring Cleanup, (hrs. of labor per occurrence)	6-7.7	1	\$ 270
2. Mowing & Trimming of all turf areas, including cleanup after maintenance of all sidewalks, drives, etc. (hrs. of labor per occurrence)	1-1.3	26 minimum 27	\$ 1,215
3. Edging of all sidewalks, driveways and curbs (hrs. of labor, per occurrence)	.5-.6	49 minimum 14	\$ 315
4. Flower beds' chemical & manual weeding & deadheading (hrs. of labor per occurrence, based on a May 15 <sup>th</sup> installation date)	0	22 minimum	\$ 0
5. Fertilizing flower beds & containerized flowers (hrs. of labor per occurrence)	0	3 minimum	\$ 0
6. Landscape planting bed & tree base weed removal by chemical & manual means (hrs. of labor per occurrence)	2-2.6	4 minimum	\$ 360
7. Fall Cleanup, includes summer annual flower removal. (hrs. of labor per occurrence)	6-7.7	2 minimum	\$ 540
8. Applications of fertilizer and weed control practices to all turf areas (hrs. of labor per occurrence)	.4-.9	2 minimum	\$ 65
9. Aerating, Dethatching of turf	3-3.9	1	\$ 135
10. Shrub shaping (hrs. of labor per occurrence).	3-3.9	8 <sup>12</sup>	\$ 1,080
11. Shrub Fertilization (hrs. of labor per occurrence)	1.25-1.6	1	\$ 56
Total (total hours in first column & total annual fee, without sales tax, in third column)	23.15-30.2	—	\$ 4,037

**BID FORMS**

Location: Garden of the Surging Waves			
Work Description (item, unit measure)	Estimated Labor Per Occurrence	Occurrences Per Year	Total Annual Service Fee
1. Spring Cleanup, (hrs. of labor per occurrence)	22-28.3	1	990
2. Mowing & Trimming of all turf areas, including cleanup after maintenance of all sidewalks, drives, etc. (hrs. of labor per occurrence)	∅	26 minimum	
3. Edging of all sidewalks, driveways and curbs (hrs. of labor, per occurrence)	∅	13 minimum	
4. Flower beds' chemical & manual weeding & deadheading (hrs. of labor per occurrence, based on a May 15 <sup>th</sup> installation date)	∅	22 minimum	
5. Fertilizing flower beds & containerized flowers (hrs. of labor per occurrence)	∅	3 minimum	
6. Landscape planting bed & tree base weed removal by chemical & manual means (hrs. of labor per occurrence)	3.7-4.7	52 <del>4 minimum</del>	8,640
7. Fall Cleanup, includes summer annual flower removal. (hrs. of labor per occurrence)	22-28.3	2 minimum	1,980
8. Applications of fertilizer and weed control practices to all turf areas (hrs. of labor per occurrence)	∅	2 minimum	
9. Aerating, Dethatching of turf	∅		
10. Shrub shaping (hrs. of labor per occurrence).	6-7.7	12	3,240
11. Shrub Fertilization (hrs. of labor per occurrence)	3-4.3	1	150
Total (total hours in first column & total annual fee, without sales tax, in third column)	56.7-73.3	—	15,000