



AGENDA

ASTORIA CITY COUNCIL

Tuesday, September 6, 2016

7:00 p.m.

2nd Floor Council Chambers

1095 Duane Street · Astoria OR 97103

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **REPORTS OF COUNCILORS**

4. **CHANGES TO AGENDA**

5. **PROCLAMATIONS**

- (a) Constitution Week

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 8/1/16
- (b) City Council Minutes of 8/15/16
- (c) Boards and Commission Minutes
 - (1) Historic Landmarks Commission Meeting of 6/21/16
- (d) Department Project Status Reports
 - (1) Community Development
 - (2) Parks and Recreation
 - (3) Police Department
 - (4) Public Works
- (e) Fiscal Year 2016-17 Dispatch Service Agreements (Police)
- (f) Authorize Solid Waste Engineering Consultant Services for Former Astoria Landfill (Public Works)
- (g) Authorize Landfill Notice of Real Property (Public Works)
- (h) Authorize Recology Lease Amendment (Public Works)
- (i) Agreement for City Attorney Legal Services (City Council)
- (j) 7th and Astor Streets Sanitary Sewer Improvement Project – Contract For Design Services (Public Works)
- (k) Authorization to Approve Intergovernmental Agreement (IGA) with Oregon Department of Transportation (ODOT) for 33rd Street and Highway 30 Street Lights (Public Works)
- (l) Authorization to Lease Plotter-Copier-Scanner (Public Works)
- (m) Authorization to Award Contract to Associated Cleaning Services, Inc., for Custodial Services at Tourist Related Sites (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) Ordinance Approving the Assignment of Non-Exclusive Telecommunication Franchise from CoastCom, Inc., to Astound Broadband, LLC (2nd reading & adoption) (Finance)
- (b) Parking and Visitor Information Agreement with Astoria Downtown Historic District Association (ADHDA) (Police)

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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September 2, 2016

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: ASTORIA CITY COUNCIL MEETING OF SEPTEMBER 6, 2016

PROCLAMATIONS

Item 5(a): Constitution Week

The Mayor will proclaim the week of September 17 through 23, 2016 as Constitution Week.

CONSENT CALENDAR

Item 6(a): City Council Minutes

The minutes of the City Council meeting of August 1, 2016 are enclosed for review. Unless there are any corrections, it is recommended that Council approve these minutes.

Item 6(b): City Council Minutes

The minutes of the City Council meeting of August 15, 2016 are enclosed for review. Unless there are any corrections, it is recommended that Council approve these minutes.

Item 6(c)(1): Boards and Commissions Minutes

The minutes of the Historic Landmarks Commission meeting of June 21, 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): Department Project Status Reports

Enclosed for the City Council's information are status reports for the following City Departments: (1) Community Development, (2) Parks and Recreation, (3) Police Department, and (4) Public Works. Reports for Finance and Fire Departments will be included in the October 3, 2016 packet.

Item 6(e): Fiscal Year 2016-17 Dispatch Service Agreements (Police)

The subscribers for Police and Fire emergency communications services have completed their annual Agreements with the City. It is recommended that the City Council consider approval of these Service Agreements.

Item 6(f): Authorize Solid Waste Engineering Consultant Services for Former Astoria Landfill (Public Works)

The Oregon Department of Environmental Quality (DEQ) issued the former landfill closure permit to the City on December 10, 2015. The permit outlines post-closure tasks that must be completed by various deadlines. Staff has asked our solid waste consultant, Maul Foster & Alongi, Inc. (MFA), to provide a scope of work to assist us with the work required up to June 30, 2017 (the current fiscal year).

The following tasks are included in the scope of work:

Task 1 – Annual Environmental Monitoring Report -----	\$5,650
Task 2 – Annual Post-Closure Status and Financial Assurance --	\$3,170
Recertification Report	
Task 3 – Operation, Monitoring, and Maintenance Plan -----	\$7,290
Task 4 – On Call Consultation -----	\$3,250

The work in the amount of \$19,360.00 will be funded through the Sanitation Fund. It is recommended that Council execute a contract with Maul Foster Alongi for a total not-to-exceed amount of \$19,360.00 for solid waste engineering services for the Landfill Closure Project.

Item 6(g): Authorize Landfill Notice of Real Property (Public Works)

As a condition of the City landfill closure permit issued by the Oregon Department of Environmental Quality (DEQ), the City is required to record a Notice of Real Property documenting the extent of the garbage within the closed landfill. The intent is to document the presence of garbage for any potential future landowners. Since the City has no plans of selling the property and has Leases with Recology, the County, and the Astoria School District, this is a housekeeping measure to meet DEQ requirements. This will not impact the Sports Complex, Recology, or the future County Household Hazardous Waste Facility. A Notice of Real Property has been prepared by the City Attorney and been reviewed and approved by the Oregon DEQ representative assigned to oversee the City’s permit. It is recommended that Council authorize the Notice of Real Property documenting the presence of municipal waste on the former landfill property. The notice will be recorded at the County after Council approval.

Item 6(h): Authorize Recology Lease Amendment (Public Works)

On September 19, 2011 the City of Astoria and Recology, then known as Western Oregon Waste, Inc., entered into a ground lease for the transfer station

property. The current lease area is 4.44 acres. As a result of the construction of the Astoria Sports Complex and the corresponding sports complex lease to the Astoria School District and the lease to the County for the proposed Household Hazardous Waste facility, the existing lease area for Recology needed to be adjusted. City staff worked with Recology on adjustments to ensure that proposed changes did not impact their operation and future plans. The revised lease area is 4.23 acres. The revisions do not affect any of the other terms of the existing lease. The lease amendment was prepared by City Attorney Henningsgaard. It is recommended that Council authorize the Lease Amendment for the Recology transfer station located at the Astoria Landfill Property.

Item 6(i): Agreement for City Attorney Legal Services (City Council)

A revised agreement for legal services between Blair Henningsgaard and the City of Astoria is attached. The date of the agreement being replaced is December 20, 2010. The compensation section includes an increase of \$3,000 from \$84,000 to 87,000 for services from that date forward. Services for non-routine matters will increase \$10 per hour from \$180 per hour to \$190 per hour. There are no other changes in the agreement. The Fiscal Year 2015-2016 budget includes an increase from the prior year and includes \$87,000 for legal services in the City Attorney department of the General Fund. It is recommended that council approve the revised agreement.

Item 6(j): 7th and Astor Streets Sanitary Sewer Improvement Project – Contract For Design Services (Public Works)

The sanitary sewer main on 7th Street between Astor Street and the River Trail needs to be realigned to accommodate a service lateral configuration issue. The project may also reduce the frequent maintenance of the sewer main associated with a very flat slope. Upon request, Otak, Inc., provided a proposal for design and construction management services to assist the City with the project for a total not-to-exceed amount of \$14,824. Funds are available for this contract in the Public Works Improvement Fund. The City Attorney reviewed the personal services contract and has approved it as to form. It is recommended that City Council execute a personal services contract with Otak Inc. for design services for a total not-to-exceed amount of \$14,824.

Item 6(k): Authorization to Approve Intergovernmental Agreement (IGA) with Oregon Department of Transportation (ODOT) for 33rd Street and Highway 30 Street Lights (Public Works)

The area around the intersection of 33rd Street and Highway 30 (Safeway) is in need of illumination enhancements. City Staff worked with the Oregon Department of Transportation (ODOT) to secure funding for street light improvements, through ODOT's Quick Fix Grant program. The estimated project cost is \$34,512. The Grant will provide funding for the total estimated cost. Upon completion, the project will provide better illumination in the area with the

goal of improving pedestrian and vehicular safety. To move forward with the project, Council will need to approve an IGA. The City Attorney reviewed the agreement and has approved it as to form. It is recommended that City Council approve the IGA with ODOT for the planned illumination improvements.

Item 6(l): Authorization to Lease Plotter-Copier-Scanner (Public Works)

In August 2016, the Lease for the Public Works Engineering Division's large scale color plotter and scanner/copier ended. The original 36-month lease was for \$15,961.42 with \$443.40 per month lease payments. The Lease included full warranty coverage. The copier can no longer be covered by a service contract because Hewlett Packard has sent out End of Service Life notices for the unit. Due to the complexity of the copier and the high cost of parts and repairs, leasing, rather than purchasing, is more cost effective. In the event of a major failure, leased equipment is under warranty and will be repaired or replaced at no charge.

An HP T930 plotter with a Contex scanner meets the needs of the Engineering Division and costs less than the T1120 did six years ago. The plotter/scanner allows staff to print, scan and copy large format maps, photos, plans, utility sheets, and graphic materials for presentations. It is in frequent use for a wide variety of engineering projects, saving substantial costs for outside printing. This equipment is also used extensively by the Public Works Operations Division and the Community Development Department.

Following are the three quotes for the HP T930 plotter with Contex scanner:

<u>Vendor</u>	<u>Monthly Lease Amount</u>	<u>3-Year Lease Amount</u>	
A & E Imaging, Inc.	\$372.15	\$13,397.40	Includes set-up, training, removal of old equipment and a 3-year warranty
Precision Images	\$391.64	\$14,099.25	Includes set-up, training and a 3-year warranty
Kelley Imaging Solutions	\$438.45	\$15,784.20	Includes set-up, training, removal of old equipment and a 3-year warranty

Funds for this lease are budgeted in the Public Works Fund. It is recommended that Council authorize the Lease in the amount of \$372.15 per month with A&E Imaging, Inc., for a HP T930 plotter with a Contex scanner.

Item 6(m): Authorization to Award Contract to Associated Cleaning Services, Inc., for Custodial Services at Tourist Related Sites (Parks)

Starting in January of 2016, the Parks Department hired a cleaning company to provide janitorial services to the Downtown and Doughboy Restrooms. These services were paid out of Promote Astoria Funds. Through the Fiscal Year 2016-17 budget, Council has designated \$17,280 in Promote Astoria funds for the care and cleaning of tourist related facilities that will improve their appeal for use and

allow them to be cared for at a higher standard. \$11,880 of the Promote Astoria funds are dedicated to services for the Downtown and Doughboy Restrooms. \$5,400 of the Promote Astoria funds will be used to partially provide services to restrooms at Tapiola and Evergreen Parks, the remainder of the costs for services at those facilities will be provided by Parks Maintenance funds since they are not solely dedicated to tourist activities but do play a role in Astoria's tourist economy.

After soliciting bids from custodial companies, Associated Cleaning Services Inc., has provided a bid of \$30,768 for the following properties:

- Downtown Restroom (3xWeek May-Oct., 2xWeek Nov.-April)
- Doughboy Restroom (2xWeek)
- Tapiola Park Old Restrooms (2xWeek)
- Tapiola Park New Restrooms (2xWeek)
- Evergreen Restrooms (2xWeek)

Custodial services will include mopping, sweeping, sanitization of all surfaces, trash removal, and supplying and replenishing all supplies. The custodial service contract will last one year with the option to renew annually at the discretion of Council.

Cintas Janitorial Services provided a bid that was outside of the budgeted amount for this work, \$37,680. A third company, Kim's Kleaning, declined to bid citing the magnitude of the services being too large for her company's capacity. City Attorney Henningsgaard has approved the contract as to form. There is \$17,280 in funds allocated for this service in the Fiscal Year 2016-17 Promote Astoria Budget and the remaining cost of \$13,488 is allocated from the Parks Maintenance budget. It is recommended that Council approve the custodial services contract with Associated Cleaning Services Inc. for the amount of \$30,768.

REGULAR AGENDA ITEMS

Item 7(a): Ordinance Approving the Assignment of Non-Exclusive Telecommunication Franchise from CoastCom, Inc., to Astound Broadband, LLC (2nd reading & adoption) (Finance)

This proposed ordinance received its first reading at the August 15, 2016 City Council meeting. Ordinance 16-03 was approved March 21, 2016, granting a franchise to CoastCom, Inc., for operation of telecommunications facilities within City rights-of-way. The ordinance:

- Requires COASTCOM, INC. to pay a fee to the City equal to 7.0% of the gross revenue earned within the City
- Provides procedures for amendment and renewal of the franchise.
- Imposes certain reporting requirements.

Astound Broadband, LLC has entered into a purchase agreement with CoastCom, Inc. to acquire the assets and operation of CoastCom, Inc. Matt Updenkelder, Vice President of Operations for CoastCom, Inc. has requested City Council consider assignment of the CoastCom franchise to Astound Broadband, LLC. Included in this packet is an Ordinance approving the assignment of a non-exclusive telecommunication franchise. The documents have been reviewed and approved as to form by City Attorney Henningsgaard. It is recommended that Council conduct the second reading and adopt the proposed ordinance.

Item 7(b): Parking and Visitor Information Agreement with Astoria Downtown Historic District Association (ADHDA) (Police)

During the budget hearings for Fiscal Year Ending June 30, 2017, staff presented a concept of providing a new service of contracting downtown parking enforcement to the Astoria Downtown Historic District Association (ADHDA). As a part of their duties, the ADHDA parking officer would also provide information services to visitors. Because of both encouraging turnover in downtown parking spaces and providing visitor information, this program can be funded from the Promote Astoria Fund. Staff has negotiated a contract that is acceptable to both staff and the ADHDA. The contract provides \$22,000 to the ADHDA to provide both services. Administration of the program is left to the ADHDA. Any parking violations written by the ADHDA employee would be filed in Astoria Municipal Court and any fine proceeds retained by the City. The City will provide citations and uniforms to the ADHDA employee. ADHDA will be required to submit annual reports. The ADHDA Board has approved the agreement and is ready to sign the agreement. The \$22,000 is included as a line item in the Promote Astoria Fund. The document has been reviewed and approved as to form by City Attorney Henningsgaard. It is recommended that Council authorize execution of the contract and approve the expenditure of the funds from the Promote Astoria Fund.



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PROCLAMATION

WHEREAS, September 17, 2016, marks the 229th anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to officially recognize this magnificent document and its memorable anniversary and also recognize the patriotic celebrations which will commemorate the occasion; and

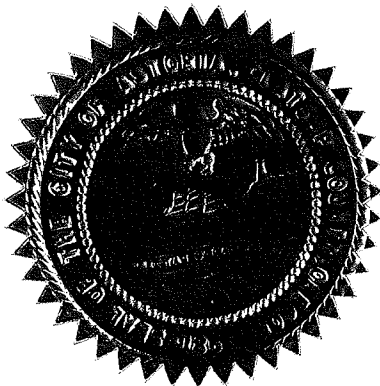
WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week.

NOW, THEREFORE, I, Arline LaMear, Mayor of Astoria, do hereby proclaim the week of September 17 through 23, 2016 as

CONSTITUTION WEEK

and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.

IN WITNESS WHEREOF, I have herewith set my hand and caused the Seal of the City of Astoria to be affixed this 6th day of September, 2016.



Mayor

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, 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.

Mayor LaMear held a moment of silence for Rae Goforth.

REPORTS OF COUNCILORS

Item 3(a): Councilor Warr extended condolences to Ms. Goforth's family. He worked with her on the Maritime Memorial from 1993 until a few months ago, when she had a stroke. She was the driving force behind the monument, getting it built when no one thought it could be. The monument has become something the community is very proud of and it is very popular and Ms. Goforth deserves all of the credit.

Item 3(b): Councilor Price reported that there have been many events in Astoria over the last couple of weeks and more events are scheduled.

Item 3(c): Councilor Nemlowill reported that she attended the League of Oregon Cities workshop on community visioning and strategic planning, given by Jensen and Associates. Mr. Jensen spoke to Council on the same topic several months ago. She believed community visioning was very important for Astoria. She has lived in Astoria her whole life and has seen the city go through many changes, which have been rapid over the last 10 or 20 years. Many of the changes are good, but she did not want to lose what makes Astoria precious. Community visioning is a long-term look at what Astoria wants to be in the future. Through a robust public input process, the vision becomes a guiding principle for all policy decisions made by City Council and other entities in the community. She learned that in order for the visioning process to go well, a lot of public input, time, and money would be necessary. She believed taking a proactive approach would be a good investment.

Item 3(d): Councilor Herzig reported that he had been working with the Lower Columbia Hispanic Council, the Lower Columbia Diversity Group, and others to create handouts describing what to do when stopped by the police. The handouts are available in Spanish and English. They give information about how to cooperate safely and comfortably with police during traffic stops so that issues are resolved peacefully and without injuries. He would help distribute the handouts in Seaside and Cannon Beach the following night during the National Night Out event. The next project being considered is to create similar handouts for young people who are not driving yet, but still might be stopped by the police.

Councilor Herzig read the following statement:

"Senator Jeff Merkley had a town hall meeting in Astoria recently. During the question and answer period, I asked a question about finding ways to reduce the stigma associated with mental illness. As part of that question, I identified myself as someone living with mental illness. This is not an issue I felt free to discuss more fully before this. I did not want to jeopardize my effectiveness as an elected official. But now, with the end of my term in sight, I can take that risk. So, I want to call on our community to do everything in its power to reduce the stigma associated with mental illness. I know firsthand how much that stigma imposes shame and guilt on people trying to cope with mental illness, adding to the burden of living with a disability. It makes it difficult for us to seek help and difficult to find help. The stigma sharpens our pain and deepens our isolation. As I said, I can take the risk now in speaking out about this. Others cannot because it is still too much of a risk. The stigma is still too powerful a deterrent. So, we need your voices to speak on our behalf. Those of us who live with mental illness are still members of the community. We still have contributions to make to society. We have insights to share and gifts to offer. We can bring a unique perspective to any discussion of stereotyping and prejudice. Our voices need to be heard and validated. Please, be our advocates and allies and do

whatever you can to break down the stigma associated with mental illness to end this needless suffering. Thank you.”

Item 3(e): Mayor LaMear reported that she attended the Oregon Mayor’s Association Conference in Salishan. It was fun getting to know other mayors, especially mayors of cities that are approximately the same size as Astoria. She talked with other mayors about problems they have in common with Astoria and how they are addressing the problems. Issues with homelessness, affordable housing, and derelict buildings are common to every community in Oregon.

CHANGES TO AGENDA

City Manager Estes requested the presentations be given in a different order because the person delivering the Oregon Brownfield Award had not yet arrived. The agenda was approved with changes.

PRESENTATIONS

Item 5(a): Oregon Brownfield Award

This Item was presented immediately following Item 5(b): Kevin Leahy of Clatsop Economic Development Resources.

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 brown fields 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 brown fields sites back into productive reuse; and sustained reuse through redevelopment of brown fields to meet and enhance a community’s long-term quality of life. City staff was not available to receive the award at the 2016 Oregon Brownfields Conference held on May 16th – 17th 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 1st City Council meeting.

City Manager Estes said Staff was just notified that the engineer on the sports complex project, Stacy Frost, has had a death in the family and is unable to attend the meeting. Mr. Frost has requested this agenda item be rescheduled to a future meeting.

Mayor LaMear congratulated the project team and thanked them for all of the work that went into the project. The partnership between Recology, the City, school district, and Columbia Memorial Hospital (CMH) was remarkable.

At this time, City Council proceeded to Item 5(c): Astoria Ferry Board.

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

This Item was presented immediately following Item 4: Changes to the Agenda.

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.

Kevin Leahy, 3560 Irving Avenue, Astoria, gave a brief update on CEDR’s events and services provided to the community over the last year and a half. He noted that City Council had copies of a complete report. He also described CEDR’s efforts to help resolve affordable housing issues in the area.

Mayor LaMear said she told Jim Tierney how sorry she was that the community did not have a Habitat for Humanity program. Mr. Tierney told her the Community Action Team (CAT) provides the same services. She was sorry to see him retire and hoped his replacement would be just as supportive.

Mr. Leahy said he would be attending a summit the following week to discuss housing issues.

At this time, City Council proceeded to Item 5(a): Oregon Brownfield Award.

Item 5(c): Astoria Ferry Board

This item was presented immediately following Item 5(a) Oregon Brownfield Award.

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

Dulcye Taylor, Astoria Ferry Board, updated City Council on the work done over the last year to bring the Astoria ferry back home, which is currently moored at the 17th Street Dock. She shared the history and details of the ferry and described planned efforts to accommodate more passengers.

Councilor Herzig asked if the ferry would be rechristened and if the name would be changed. Ms. Taylor said the Board realizes that most people will refer to the boat as the Astoria Ferry, but the name will not change. The Board is thinking about rechristening the ferry.

CONSENT CALENDAR

The following items were presented on the Consent Calendar:

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

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

REGULAR AGENDA ITEMS

Item 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 30th 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.

City Engineer Harrington said because the lowest bid was \$11,000 higher than the budgeted amount, the first thing Staff will do is look for cost savings. For example, instead of two tanks, Staff is considering a one-tank split system. Currently, Staff is using card lock systems. Once the City's insurance provider became aware of this project, they proposed a higher insurance rate. To avoid the higher rate, Staff decided to decommission the existing system early and use the card lock system until the project is complete.

City Manager Estes added the insurance provider canceled the insurance coverage.

Finance Director Brooks explained that in May, when the City submitted annually required information to the pollution insurance carrier, Staff let the company know that the tanks would be replaced in the next year. The insurance company asked more questions and said they would not renew the policy as of June 30, 2016. The insurance agent was able to get the coverage extended through August 1st and tried to obtain quotes from other underwriters. Most insurance claims are submitted when old tanks are removed, so the insurance industry does not write policies for tanks that will be removed. The City received a quote for over \$27,000 per year, but it had been paying \$4,000 per year. The quote stated only three-quarters of the annual fee would be refunded after the project was complete. Staff did some testing around the tanks to see if there were any leaks and they feel confident about shutting them down. The City is working with Department of Environmental Quality (DEQ) to keep them informed about the project.

Engineer Harrington explained that the perimeter of the tank was tested to look for signs of contamination. Ground water downstream of the tank was also tested. The test results were very clean. The test results were included in the contract, so the contractor is aware that the City has documentation of no leaks. The contractor and DEQ will remove the fuel from the tank to reduce the risk of spillage. He did not expect to find any contamination immediately underneath the tank after it is removed because nothing was found in the groundwater testing.

Councilor Price asked where the system delivered fuel. City Manager Estes confirmed that all of the City's trucks and large equipment used by all departments fuel up at the Public Works yard.

Councilor Herzig said he hoped there would not be any unpleasant surprises. He believed the price was reasonable for all of the work, considering some of the other costs that have come before Council.

Councilor Warr confirmed that the single tank would have a baffle so that two different types of fuel could be pumped.

City Council Action: Motion made by Councilor Herzig, seconded by Councilor Price to execute a contract with 4C's for the Fuel System Replacement Project for the total not-to-exceed amount of \$231,157. Motion carried unanimously. Ayes: Councilors Price, Warr, Herzig, Nemlowill, and Mayor LaMear; Nays: None.

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.

Parks Director Cosby said for the last few years, Staff has simply mowed and picked up garbage at the sites listed in this contract. She was excited that these tourist-related sites would receive greater care. This project was identified in the recently adopted Parks and Recreation Master Plan under Section 6.6. Staff was concerned that they only received one bid. Staff had published the request for bids in the newspaper and contacted two companies. When no bids were received, Staff followed up with the two companies and received comments indicating the government process was too cumbersome, the companies did not need the extra business, and the sites listed would require twice the staff.

Councilor Warr said along the Riverwalk from Safeway to the East End Mooring Basin, the brush has grown to trees. He asked if any of it would be removed. Director Cosby said Staff could look at the area. Brush removal of that scale was not identified in this contract, which includes primarily maintenance of current fixtures. However, Staff tries to prioritize sites each year and the Parks Department can try to get the brush removed from the Riverwalk.

Councilor Herzig believed this level of maintenance would allow Parks to identify the trees and shrubs that might be scheduled for removal or trimming. He asked how often the sites would be worked on and when the contract expired. Director Cosby said the contract specifies how frequently the contractor would be visiting each site. Each site will be maintained regularly. She confirmed the contract would be valid through the end of the current fiscal year. This contract will allow Staff to focus on maintaining the Parks Department's 58 other sites.

Councilor Price said when she was on the Riverwalk that morning, she saw an overflowing garbage bin by a bench in front of the Bar Pilots. The area looked like the circus had come to town. She was glad the Parks Department was able to make progress. The Parks Master Plan was brilliant and she looked forward to everything looking better.

Councilor Nemlowill stated it was nice to see a plan come to life so soon after adoption. This does not always happen in government. She thanked Director Cosby for moving the project forward. She asked how the contractor's quality of work would be managed. Director Cosby said she and Maintenance Supervisor Jonah Dart-McLean would oversee the work. The contract specifies how frequently things need to be done. The community expressed concerns about pesticides and herbicides, so the contract also requires the company to follow the adopted herbicide use policy. There is also a 30-day cancellation clause, so Staff is confident about the project.

Councilor Nemlowill asked how significant this project was to the Parks Department and what kind of impact would it have on the maintenance crew. Director Cosby said Staff spends a lot of time on the Riverwalk and Smith Point. She believed this would increase capacity by about 15 or 20 percent.

Councilor Nemlowill said she hoped this project worked and that funding would be sustainable.

Councilor Herzig added that the contract does not involve garbage pickup, but he hoped City Council would find a way to fund enhanced garbage pickup.

Mayor LaMear invited the public to comment.

Chris Farrar, 3023 Harrison Avenue, Astoria, said he was happy Director Cosby made sure the contractor understood the City's herbicide application and pesticide use policy. He was concerned that the work was being handed off to a commercial company because these companies use quick approaches for economic reasons. He believed the company had a tendency to use more chemicals, but was happy with the contract.

City Council Action: Motion made by Councilor Nemlowill, seconded by Councilor Herzig to approve the contract for landscaping services for the sites listed with Greensmith Landscaping LLC for the amount of \$94,850. Motion carried unanimously. Ayes: Councilors Price, Warr, Herzig, Nemlowill, and Mayor LaMear; Nays: None.

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

Chris Farrar, 3023 Harrison Avenue, Astoria, said in the future, it would be great if Council would consider whether replaced infrastructure should be put back into the tsunami zone. The City owns some property that is out of the tsunami zone and it would be good to put fuel tanks on one of these properties. The plates are relentlessly coming together and it is only a matter of time before the next tsunami. When the tsunami occurs, the City will want fuel for equipment to clear debris and make everyone safe. He was also very concerned about the housing situation, but was unable to find a consistent, coherent picture of the current conditions. He looked at the City's buildable housing survey, which indicated the shortage of buildable acreage was for single-family housing development. However, many discussions have been about multi-family housing development. The issue is complicated and he did not have the answer, but he encouraged the City to keep the issue on the front burner and engage the community early in the process. He has many questions, is willing to listen to ideas, and just wants to see some solutions. A lot of information has been collected over the last five years, but the City needs to get moving. However, he did not believe the City knew how to move forward yet.

Councilor Herzig said Mr. Farrar was recently appointed to the Clatsop County Planning Commission.

ADJOURNMENT

There being no further business, the meeting was adjourned at 7:50 pm to convene the Astoria Development Commission meeting.

ATTEST:

APPROVED:

Finance Director

City Manager

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, 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.

REPORTS OF COUNCILORS

Item 3(a): Councilor Nemlowill reported that she attended Columbia Memorial Hospital's (CMH) groundbreaking for the new cancer center on August 4th. The project is an amazing collaboration between the City of Astoria, the school district, CMH, and Western Oregon Waste Recology. Astoria will have world-class cancer treatment and it will add jobs to this small city. She thanked the Sister City Committee and the Regatta Association. The community came together over the weekend to put on quite an event and it was great to see the representatives from Waldorf, Germany, Astoria's sister city.

Item 3(b): Councilor Herzig apologized for missing CMH's groundbreaking. He reported that the *Daily Astorian* wrote about Fort George giving their employees bikes and building a bike shelter. He believed this was very forward thinking. This local business has done so much for the community and now they are doing more. Employees who promise to ride the bikes at least 40 days each year are given a bike. A small bike shelter has been created in the parking lot. This gets people out of their cars, improving their health. There are fewer cars on the road and fewer parking spaces are filled. Fort George continues to be a community leader. He hosted one of the City Councilors from Waldorf, Germany over the weekend and it was interesting talking about politics. On Friday, August 19th at 6:00 pm, the library and the Lower Columbia Diversity Project will host an Oregon Humanities Conversation Project called White Out: The Future of Race in Oregon. People who attended this event about four years ago learned that Astoria was listed as a sundown city, where people of color did not want to be on the streets after sundown. He encouraged everyone to attend. He thanked Ami Kreider, who organizes the adult programming at the library, for putting together such wonderful programs.

Item 3(c): Councilor Price reported that all of the recent events were possible because Astoria is a year-round community. People live and work here and spend time with non-profits, businesses, and associations that do things in the community. She thanked City Council and Mayor LaMear for talking about doing everything possible to keep Astoria a year-round community.

Item 3(d): Councilor Warr reported that it was fun spending time with friends from Germany over the last week. They give a completely different perspective on life and the visit was good. The 50th year ribbon cutting for the Megler Bridge included some good speeches. He appreciated that Astoria was a year-round city.

Item 3(e): Mayor LaMear reported that it was amazing to be Co-Admiral with Mark Kujala for the Regatta. The theme of the weekend was connectedness. She and Mr. Quilla discussed Astoria's connection to Warrenton, adding the bridge actually connects the two cities to Waldorf, Germany because German representatives were here 50 years ago to lead the parade across the river. Waldorf sent a delegation of 18 people to Astoria for the rededication, so the event was almost like a family reunion. It was a lot of fun and there were many tears when they left. She noted that the sculpture displayed in Council Chambers was made of blue bahia from Brazil. According to the Burgermeistren, the sculpture is more than one billion years old. This and other gifts to the City need to be displayed to the public. The representatives from Waldorf enjoyed staying with families in Astoria because it made them feel part of the community. She presented gifts to each of the Councilors from the Burgermeistren.

CHANGES TO AGENDA

City Manager Estes requested Consent Calendar Item 6(e) be removed from the agenda. The agenda was approved with changes.

PRESENTATIONS

Item 5(a): Oregon Brownfield Award

The City of Astoria has received an Oregon Brownfield award 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 brown fields 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 brown fields sites back into productive reuse; and sustained reuse through redevelopment of brown fields to meet and enhance a community's long-term quality of life. City staff was not available to receive the award at the 2016 Oregon Brownfields Conference held on May 16th – 17th 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 15, 2016 City Council meeting.

Stacy Frost, Business Oregon, presented the award and congratulated the City. He explained that Business Oregon gives this award annually to four or five outstanding projects in the state. He read the details of the award aloud, which were included in the Staff report, and shared information about the award's creator, Kelly Howard. He thanked the City of Astoria, Recology Western Oregon, the Astoria School District, and CMH. It was his pleasure and honor to receive the award on behalf of the project team. This project also received a national brown field award from the Environmental Protection Agency (EPA).

Item 5(b): North Coast Crisis Resource Center

North Coast Crisis Resource Center Director Warren Zimmerman will discuss the facilities and services provided at the Center.

Mayor LaMear confirmed that Warren Zimmerman was not present.

Item 5(c): Scandinavian Immigrant Park Proposal

Loran Mathews and Judi Lampi of the Astoria Scandinavian Heritage Association (ASHA) will make a presentation regarding ASHA's proposal for a Scandinavian Immigrant Park and monument proposed to be located at the Peoples Park on 16th and Marine Drive.

Loran Mathews, President, ASHA, gave a PowerPoint presentation describing ASHA, the history of Scandinavian immigrants in the area, and the Association's proposal for a Scandinavian Immigrant Park and monument at Peoples Park.

Judi Lampi, 605 Alt. Highway 101, Warrenton, said she was a member of the ASHA and President of the United Finnish Kaleva Brothers and Sisters (Finnish Brotherhood) and noted that Soumi Hall would celebrate 130 years in Astoria this November. After the 1912 flu epidemic, the Finnish Brotherhood was instrumental in helping found the healthcare system in Astoria, which was the beginning of Columbia Memorial Hospital. She gave a PowerPoint presentation describing the ASHA's proposed designs for the park and monument, explaining how the designs and materials would honor Scandinavian heritage in Astoria, acknowledge donor contributions, and provide educational information.

Mr. Mathews added that the project website is fromScandinaviatoAstoria.org. ASHA has received a \$2,500 grant from the Oregon Community Foundation to start this project. The grant funded the conceptual drawings and he hoped brochures could be printed before the grant runs out. The Parks and Recreation Department already

maintains the proposed area and the ASHA wants to build a low maintenance monument to enhance the park and make the City's job easier. However, ASHA is more than willing to work with the Parks and Recreation Department.

Councilor Herzig said the City provided a portable toilet as an enhancement to this site. However, a City/non-profit partnership could provide for a Portland Loo. The proposed installation would be a good opportunity for the City and ASHA to share the cost of a restroom, which would be a real service to the community.

Councilor Nemlowill said her father, Roger McKay, made the conceptual drawings. She asked if ASHA planned to adopt the park or do anything other the proposed enhancements.

Mr. Mathews said at this point, ASHA just wants to enhance the park. However, the Association could consider adopting the park. ASHA had considered placing flags at the edge of town, but the idea was rejected because Astoria is more than just Scandinavian. The Association would like to have the project started by their next festival in June 2017 because next year will be the festival's 50th anniversary.

Councilor Nemlowill asked if ASHA planned to ask for any taxpayer money to construct the park. Mr. Mathews answered no, the ASHA planned to raise funds.

Councilor Nemlowill asked how maintenance of the proposed park would compare to the park's current maintenance. Mr. Mathews explained that the project would reduce grass maintenance and as the project moves forward, low maintenance and vandal proof materials will be considered.

Councilor Nemlowill asked if there would be any drawbacks for the City. Mr. Mathews replied he did not see any drawbacks at this point. The platform installed by the Rotary Club was recently torn down, but it was built as part of a plan to build several parks along the waterfront. That was the beginning of the Riverfront Vision Plan. Now that the platform is gone, the ASHA wants to build something permanent.

Item 5(d): Waterfront Bridges Replacement Project for 6th – 11th Streets

Where each of the City's numbered streets between 6th and 11th Streets meet the Columbia River, a short bridge connects the solid-ground road to the over-water pier structure. These waterfront bridge structures are of utmost importance to the City as they provide access to a critical portion of our waterfront. They provide both pedestrian and vehicular access to many businesses and attractions. In addition, they provide essential emergency vehicle access to the waterfront. Currently the structures are all load limited. In September 2014, the City entered into an Agreement with ODOT for the design phase of the Project. In April 2015, OBEC Consulting Engineers, Inc. (OBEC) was hired by ODOT for provide these services. The design phase is now 30 percent complete. Staff will present an update on the project and show the computer rendered photo simulations for 8th, 10th, and 11th Streets that were prepared by the consultant team.

City Manager Estes noted this presentation would focus on the replacement and rebuilding project for the street ends.

City Support Engineer Cindy Moore gave a PowerPoint presentation providing an overview of the 30 percent design concepts created for the bridge replacements and ODOT's right-of-way services required for this project.

Councilor Herzig said when the Parks Department was doing their wayfinding project, a lot of research was done on street light designs. He suggested Engineer Moore get that information from Director Cosby. Engineer Moore confirmed she had been coordinating with the Parks Department. City Manager Estes explained that the funds could not be used to implement the Trails Master Plan. However, this project might provide opportunities to install some footings or foundations. Councilor Herzig said this project was a good opportunity to install street signs. People who come off the cruise ships have no idea what cross street they are walking by.

Engineer Moore presented an update on the estimated project costs and funding, which reflected the 30 percent design concepts.

Councilor Price said she was originally very concerned that the project would destroy the original character of the waterfront. However, the pictures looked great.

Councilor Warr asked why 11th Street did not include the second track. Engineer Moore explained that after an evaluation of the bridge, staff and ODOT agreed the bridge ended at the north side of the first track. Eleventh Street is a unique configuration because it is the only street-end with the double track, which is a separate structure on the private dock that services Pier 11.

Mayor LaMear asked for an explanation of the rights-of-way. Engineer Moore displayed a map of the project area, noted the public rights-of-way boundaries, and explained that ODOT negotiates with private property owners to use their properties for the project. Private property could be used as a staging area, for example. Federal funding requires these negotiations be conducted through a legal process that ensures the rights of the property owners. City Manager Estes added that the rights-of-way that extend into the river are the most complex. While the street ends are privately owned, they are also part of the public rights-of-way. Additionally, the areas underneath the street ends are owned by the State of Oregon.

CONSENT CALENDAR

The following items were presented on the Consent Calendar:

- 6(a) City Council Minutes of 7/18/16
- 6(b) City Council Work Session Minutes of 7/18/16
- 6(c) City Council Special Meeting Minutes of 7/25/16
- 6(d) Waterfront Bridges Replacement 6th – 11th Streets ODOT Local Agency Agreement Amendments and IGAs for Right-of-Way Services (Public Works)
- ~~6(e) Authorize Solid Waste Engineering Consultant Services – Former Astoria Landfill (Public Works)~~
- 6(f) Addition of Job Title for Schedule F-1 of Salary Resolution No. 16-04 (Police)

Item 6(e) was removed during Item 4: Changes to the Agenda.

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

REGULAR AGENDA ITEMS

Item 7(a): Direction for Possible Scandinavian Immigrant Monument to be Located at Peoples Park (Parks)

Earlier in the meeting, representatives from the Astoria Scandinavian Heritage Association will make a presentation regarding the proposed Scandinavian Immigrant Park and Scandinavian Immigrant Monument. Parks and Recreation Director Cosby's memo accompanying this agenda item details the history of the Peoples Park. The memo also reviews the Park and Recreation Advisory Board's discussion and recommendation that ASHA would need to include not only fundraising for construction, but also for the monument's ongoing care and maintenance. The Parks and Recreation Advisory Board unanimously agreed to recommend the Scandinavian monument project to the City Council contingent upon a formal park adoption agreement. Therefore, it is recommended that Council consider the Parks and Recreation Advisory Board's recommendation and direct staff to prepare an agreement with ASHA following adoption of an Adopt-A-Park program. Both the Adopt-A-Park program and ASHA agreement would be brought back to Council for consideration.

Director Cosby said the Adopt-A-Park program was first discussed by City Council in November 2013 when the Chip-In Program was established. The City currently has a formal Adopt-A-Park program with the Holiday Inn Express for a portion of the Maritime Memorial Park and the Friends of the Astoria Column for the care of Astor Park and the Column. Both of these programs are very successful, but the contracts for each park differ greatly because the parks' needs are different. However, park adoptions usually involve an area business or organization taking responsibility for the routine care, maintenance, and improvements of a park site. If an organization wanted to adopt Peoples Park without additions, the organization would mow, prune, remove garbage, and maintain the restrooms. However, City Council can review the details of each contract. The Adopt-A-Park program was identified in the Parks and Recreation Master Plan, Section 6.2.

Councilor Warr understood there were other parks being maintained by residents who live near the parks. Director Cosby said Alderbrook Lagoon was maintained by nearby residents, but there was no formal agreement with the City.

Councilor Herzig said Riverwalk maintenance at the Holiday Inn was very nice. However, this recommendation would take some work. If the City allows the installation of the monument, the Astoria Scandinavian Heritage Association (ASHA) will have to agree to adopt the park and state when the adoption would take effect. A Portland Loo at Peoples Park would be fantastic and he believed it would be an excellent use of Promote Astoria Funds. He explained that the Portland Loo is a low maintenance vandal proof public restroom. Director Cosby confirmed a Portland Loo would cost about \$107,000. Councilor Herzig added that even though this project would reduce landscaping, the cement would still need to be pressure washed and the flags would require special permits. Director Cronin noted there was an exception in the zoning laws for flags representing national origins.

Councilor Herzig said he hoped the project worked out because it would be an excellent use of the area. He also hoped the Finnish Socialists would be part of the project because they helped put Astoria on the map. The mentality of the Finnish Socialists and the Ghadar Party made Astoria an open community before World War I.

Mr. Mathews asked when the contracts with Holiday Inn and the Friends of the Column expired. City Manager Estes said staff had been working with the Holiday Inn Express for about five years and there was no formal contract renewal process. The Parks Master Plan intends to formalize a perpetual Adopt-A-Park program. However, as policy makers, City Council must determine what is appropriate for the city.

Director Cosby added that the presentation was given just after the Parks Board recommended the Master Plan to City Council. The minutes of that meeting indicated that although the project was well planned and a good example of repurposing an underutilized park, they had just voted to refrain from adding new parks, facilities, and services via the Comprehensive Plan and were therefore hesitant to recommend this addition until higher priority park projects were completed. The Parks Board was extremely supportive of this project, but understood staff was focused on taking care of what the City already has. She believed the Parks Board was trying to move forward with a more sustainable vision.

Councilor Price said Astoria should have a Scandinavian heritage park and she was surprised such a park was not the first thing at Heritage Square. She believed the Adopt-A-Park program was essential and should be very long term. City Council just adopted the Parks Master Plan and it would not be wise to make an exception right off the bat. She was concerned about the design of the proposed monument site because Peoples Park was the only area on that side of Highway 30 with trees. She did not want the trees to be replaced with hardscape, which is more difficult to maintain than a grassy area with trees. Hardscapes are more susceptible to tagging and stickering and must be power washed. She suggested the design elements stick to the Scandinavian concepts of minimalism and functionalism. This is one of the few locations for a permanent restroom, but it also one of the most pleasant looking areas and she did not see how a permanent restroom would fit with the proposed design.

Councilor Warr understood that each Adopt-A-Park program was negotiable. He did not want City Council to take such a hard line on this project that a nice, new facility could not be added to Astoria. He has worked with granite out in the weather for a long time and it is not difficult to maintain. Granite is much better than many other products and he believed the design concept was great. He did not want to chase the project off over a few maintenance details.

Councilor Nemlowill declared a potential conflict of interest because her father created the conceptual drawings. However, she did not believe this project would have any financial impact on her family. She asked if Director Cosby believed the proposed park enhancements would be more difficult to maintain than the existing facilities. Director Cosby said the proposed enhancements would increase maintenance. In addition to the regular mowing, pressure washing will be necessary. Astoria has been lucky that its monuments and pieces of art have not been painted with graffiti and she hoped this would be the case at Peoples Park as well. Maintenance would only increase by a few days each year.

Councilor Nemlowill confirmed that Peoples Park was included in the recently approved contract for the maintenance of tourist sites. She asked if Promote Astoria Funds could still be used for this site if the proposed project was approved. Director Cosby said she hoped so.

Councilor Nemlowill said she was on the Citizens Advisory Committee for the Parks Master Plan. The overarching theme was that the City needed to take better care of existing facilities before adding more. However, Mr. Mathews pointed out that this would not add a park, but would enhance an existing park. She did not believe the increased level of maintenance would be significant enough for the City to turn its back on such a wonderful opportunity. ASHA has already launched plans and agreed to raise the funds. This could be a real asset for the City.

Councilor Herzig added that the Scandinavian community has what it takes to see this project through.

Councilor Nemlowill said she understood the Parks Board's recommendation for the Adopt-A-Park program. However, Mr. Mathews said the program was beyond the scope of the proposal. Therefore, she believed City Council should consider the project separate from the Adopt-A-Park program.

Mayor LaMear asked if Peoples Park could be included in the Chip-In program. Director Cosby said yes and noted that the Love Your Columbia Chip-In events have concentrated on Peoples Park. Mayor LaMear understood that most of the maintenance would be done by the City's contractor with the assistance of the Chip-In program. Therefore, it does not sound like the proposed project would put a terrible burden on ASHA.

Director Cosby said the Parks Board made its recommendation prior to City Council's authorization of the maintenance contract with Greensmith. Greensmith will begin working this week and staff has yet to determine if the contract is a good fit for the City.

Mayor LaMear did not want the project to be held up. Director Cosby confirmed an agreement could be presented to City Council as early as the first meeting in October.

Mr. Mathews confirmed this would give ASHA adequate time to move forward with the project before the festival's 50th anniversary. The grant fund timeline is the only timeline he was concerned about because funds had to be spent by October 1st. The ASHA planned to spend the funds on brochures, which cannot be printed until City Council approves the project. However, they plan to move forward as soon as the project is approved and people have already stated they would like to donate to the project.

Councilor Price said Adopt-A-Park agreements could be flexible and she believed an agreement should be in place. This project could result in several extras days of maintenance each year. Also, the City might consider selling parks or letting parks return to a natural state. Therefore, a minimum agreement should be in place.

Councilor Herzig suggested the project move forward like that of the Friends of McClure Park, which do not have a binding Adopt-A-Park agreement, but they have brought events and fundraisers to the park. He did not believe the Parks Master Plan was intended to beat down community proposals. The City should be more flexible. He suggested City Council direct staff to prepare an agreement with ASHA and consider possible adoption of an Adopt-A-Park or Friends of Park program. He asked if staff was comfortable with his revision to the recommendation. City Manager Estes understood City Council wanted to move forward with the project. Staff would also like Council to approve an agreement that spells out the details and requirements of the project.

Mayor LaMear said she loved the idea and believed it would be a good use of the park. However, the Parks Board recommended this project prior to the Greensmith contract. She did not want to step on the toes of the Parks Board, but wanted the project to move forward sooner than later.

City Council Action: Motion made by Councilor Nemlowill, seconded by Councilor Warr, to direct staff to prepare an agreement with ASHA for City Council review. Motion carried unanimously. Ayes: Councilors Price, Warr, Herzig, Nemlowill, and Mayor LaMear; Nays: None.

Item 7(b): Ordinance Approving the Assignment of Non-Exclusive Telecommunication Franchise from CoastCom, Inc., to Astound Broadband, LLC (1st reading) (Finance)

Ordinance 16-03 was approved March 21, 2016, granting a franchise to CoastCom, Inc., for operation of telecommunications facilities within City rights-of-way. The ordinance:

- Requires COASTCOM, INC. to pay a fee to the City equal to 7.0% of the gross revenue earned within the City.
- Provides procedures for amendment and renewal of the franchise.
- Imposes certain reporting requirements.

Astound Broadband, LLC has entered into a purchase agreement with CoastCom, Inc. to acquire the assets and operation of CoastCom, Inc. Matt Updenkelder, Vice President of Operations for CoastCom, Inc. has requested City Council consider assignment of the CoastCom franchise to Astound Broadband, LLC. Included in this packet is an Ordinance approving the assignment of a non-exclusive telecommunication franchise. The documents have been reviewed and approved as to form by City Attorney Blair Henningsgaard. It is recommended that City Council conduct the first reading of the proposed ordinance.

City Council Action: Motion made by Councilor Warr, seconded by Councilor Price to conduct the first reading of the ordinance approving the assignment of Non-Exclusive Telecommunication Franchise from CoastCom, Inc., to Astound Broadband, LLC. Motion carried unanimously. Ayes: Councilors Price, Warr, Herzig, Nemlowill, and Mayor LaMear; Nays: None.

Director Brooks conducted the first reading of the ordinance.

Item 7(c): Verizon Wireless Leases (Police)

At the July 5, 2016 meeting, draft leases were presented for the Verizon Wireless project at Reservoir Ridge and a lease extension at Coxcomb. Council indicated they believed the terms were supportable. These leases were returned to Verizon Wireless (VZW) for inclusion of two items listed in the memorandum presented that night. Additionally, the Council nondiscrimination policy was included in the contracts.

Verizon Wireless has signed the two leases with the terms presented to the Astoria City Council at the July 5th meeting. In addition, they have provided a right of way easement for Pacific Power to provide power to the facility. The leases presented then, and now for signature, are 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 both of which have been reviewed and approved as to form by City Attorney Henningsgaard. With the previously proposed and now adopted amendments, the highlights of the leases are in the memorandum

In addition, an easement to Pacific Power is also included to provide electrical service to the Reservoir Ridge site. City Attorney Henningsgaard has asked for some changes to the easement document including clarification where the line would be placed in the respective tax lots and with language regarding waiver of a right to jury trial. Staff will work with Pacific Power to address these issues. It is recommended that Council authorize the Mayor and City Manager to sign the leases with Verizon Wireless for facilities at Coxcomb and Reservoir Ridge and the Pacific Power right-of-way easement, contingent on resolution of the City Attorney's requested changes.

City Manager Estes noted that City Council amended the language in its nondiscrimination policy after the leases were signed by Verizon. It takes up to six weeks to get signatures from Verizon and Verizon would like to begin construction at Reservoir Ridge before winter. Therefore, staff recommended the leases be signed as presented.

City Attorney Henningsgaard explained that some issues with the agreements showed up late in the process. The map on Page 147 of the Agenda packet showed the right-of-way easement boundary, which included City property and privately owned lots. Easements like this have reasonable use restrictions, so he believed it would be appropriate for the City to obtain a smaller and more specific property description for the easement area. The waiver of the right to a jury trial is unusual for easement documents and he suggested the waiver be omitted from the leases. Pacific Power gets a lot of easements from private parties and wants to avoid jury trials. He has no issues with a jury trial and wants the City Council to know they could waive that right. He recommended City Council approve the easement concept and allow staff to perfect the property description.

Councilor Herzig said City Council was told there was not enough time to amend the nondiscrimination policy and questioned how staff had enough time to work on these leases. City Attorney Henningsgaard explained the agreement with Pacific Power for the electrical power to the site was separate from the leases. The City has local Pacific Power representatives they can work with on these issues.

City Council Action: Motion made by Councilor Price, seconded by Councilor Warr to authorize the Mayor and City Manager to sign the leases with Verizon Wireless for facilities at Coxcomb and Reservoir Ridge and the Pacific Power right-of-way easement, contingent on resolution of the City Attorney's requested changes. Motion carried unanimously. Ayes: Councilors Price, Warr, Herzig, Nemlowill, and Mayor LaMear; Nays: None.

Councilor Herzig thanked Chief Johnston for working to get these leases approved. Even though Verizon gets a 25-year lease without rental, the City is still saving hundreds of thousands of dollars.

Item 7(d): Resolution Declaring an Emergency and Authorizing the Award of a Public Improvement Contract for Street Ends Bridge Repair Work (Public Works)

The City of Astoria has six timber street end structures at the north ends of 6th, 7th, 8th, 9th, 10th and 11th 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 could be recommended for closure to both vehicular and trolley traffic by ODOT staff. A repair strategy was developed by OBEC and was designed to be limited to only what has been deemed absolutely essential in order to minimize the expenditure of funds prior to the upcoming planned replacement of the structures and to assure trolley operations.

Staff solicited quotes for the repair work and received two quotes that exceeded \$100,000: Bergerson Construction, Inc. for \$196,799 and Columbia Dockworks, Inc. for \$152,950. Columbia Dockworks is not prequalified with ODOT; therefore, considered a non-responsive quote and removed from consideration. The only responsive quote was received from Bergerson Construction (who is ODOT qualified) in the amount of \$196,799. At the time of this Council memo preparation, staff and OBEC are in the processes of negotiating with Bergerson Construction to reduce the total cost of this contract through value engineering and alternative repair approaches at specific locations. The contract with scope of work, including the final contract amount, will be presented at the Council meeting along with a project budget. It is recommended that funds be provided for this project by the Capital Improvement Fund, which may require a budget amendment at the end of the fiscal year. It is recommended that the City Council adopt the Resolution declaring an emergency and award the public improvement contract for the Street End Bridge Repair Project to Bergerson Construction, Inc.

Assistant City Engineer Crater gave a PowerPoint presentation on the Street Ends Bridge Repair Project and explained how it overlapped with the Waterfront Bridge Replacement Project. He updated Council on work that has already been completed and described staff's efforts to reduce costs for the upcoming major construction. Staff recommends a 20 percent contingency to account for unforeseen conditions, which brings the total estimated construction costs to \$206,000. Staff would continue to look for cost savings as the project moves forward. City Attorney Henningsgaard has recommended that City Council adopt a resolution declaring this an emergency situation prior to awarding the construction contract because the estimated costs are so far above the \$100,000 threshold for public bidding. If this request is approved, Bergerson Construction could start working tomorrow and have the work completed within 45 days.

City Manager Estes clarified that the amount quoted in the Resolution includes the 20 percent contingency, but the contract amount would be \$170,989.

Mayor LaMear asked if this was just approved as part of the Consent Calendar. Engineer Crater confirmed the Waterfront Bridge Replacement Project is associated with this Street End Bridge Repair Project. However, the Consent Calendar item dealt with right-of-way services that are not related to this project. City Manager Estes added that Engineer Moore's presentation was on the replacement project that will begin next year. The Consent Calendar item dealt with the services needed to secure easements and access on private property as part of the long-term replacement project. This item is about the interim repairs needed to keep the bridges open, allow trolley service to continue, and allow continued full access to the waterfront bridges. The materials used to repair the bridges will be removed when the bridges are reconstructed. This project will be conducted in two phases

with the odd numbered streets being repaired during one phase and even numbered streets repaired during another phase.

Mayor LaMear asked if the work would be done underneath the trestles and on the surface. Engineer Crater explained that work would be on the support members underneath the structure. Most of the decking work is done by Public Works staff.

Councilor Herzig understood ODOT told the City that the bridges would be shut down if repairs did not begin immediately, so interim repairs must be done before the full-scale replacements. Engineer Crater confirmed that was correct and said ODOT takes direction from the Federal Highway Administration (FHWA).

Councilor Nemlowill asked what the City's status was with ODOT as far as shutting down the waterfront. Engineer Crater said staff began conducting weekly inspections, sending weekly reports to ODOT, and implementing some of the easier repairs. This was enough to prevent ODOT from shutting down the structures on August 1st. If the Resolution is approved now, construction can begin immediately, allowing staff to show ODOT more progress on the project. He believed ODOT was satisfied that the City is making every effort possible to move forward in a safe and responsible manner. Staff does not anticipate any disruptions.

Councilor Nemlowill asked how the City would pay for this work. She understood funds would come out of the Capital Improvement Fund, but wanted to know if funds would have to be taken from another project. City Manager Estes said since the last City Council meeting, Public Works, Parks, and Finance staff looked at eligible funding mechanisms for this project. The immediate street repairs would not be eligible to use Promote Astoria Funds because of the longevity of the materials. The work is for maintenance of road infrastructure, so staff determined the Capital Improvement Fund was an appropriate source of funds. Director Brooks conducted financial analyses that considered money on hand in the Capital Improvement Fund and anticipated revenues for this fiscal year. The City will receive proceeds from the timber harvest at the watershed and the second round of carbon credits. Staff is looking for ways to preserve the existing Capital Improvement Fund projects without making any cuts. However, a budget adjustment would most likely be necessary later on in the year. The trestles need repairs, which are estimated to cost \$450,000 with contingencies. The repairs east of 39th Street are necessary to keep the area open to pedestrians and the trolley trestles will need repairs before March in order to keep the trolley operational next summer. The financial analysis identified the Promote Astoria Fund as an appropriate source of funds for those repairs. A healthy Ending Fund Balance and Contingency has allowed staff to move forward with this project. Astoria is fortunate that funds will be available this fiscal year for this project. A budget amendment will be necessary, but the City can afford the work with cash on hand and receivables from room taxes. This will result in a lower Ending Fund Balance than staff would like, at about \$120,000. However, the loan for the Garden of Surging Waves has been paid off. It will be critical to complete about \$250,000 in repairs each year for the next ten years in order to keep the Riverwalk operable. Therefore, staff will ask the Trolley Association to share the maintenance costs. Projections will be made about how much room tax revenue is expected so that staff can determine how much money would be needed to keep the trolley operating. This means trolley fares might have to increase.

Councilor Nemlowill asked if staff ever considered increasing the room taxes. City Manager Estes said staff cannot increase room taxes. Director Brooks explained that the room taxes are set by State statutes.

Councilor Herzig said each year a large part of the Promote Astoria Fund goes to the Chamber of Commerce. The Trolley Association is a small volunteer operation, so the City should ask the Chamber to take less of the funds to help fund the annual maintenance of the trestles. City Manager Estes said staff has spoken to the Trolley Association and their President, Willis VanDusen, has stated the Association's board would consider a proposal. However, the amount was not discussed. He also discussed this issue with association members at their summer banquet.

City Council Action: Motion made by Councilor Warr, seconded by Councilor Nemlowill to adopt the Resolution declaring an emergency and award the public improvement contract for the Street End Bridge Repair Project to Bergerson Construction, Inc. Motion carried unanimously. Ayes: Councilors Price, Warr, Herzig, Nemlowill, and Mayor LaMear; Nays: None.

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

Lynn Hadley, 3795 Leif Erikson Drive, Astoria, said she has lived and operated her business in Astoria for the last five and a half years. Recently, the owner of the building she rents for her business said she must vacate the building because the building has been sold to a party that plans to use the entire 10,000 square feet of space for a marijuana dispensary. The building is on Commercial Street between 11th and 12th Streets. She is terribly disappointed that she must relocate her established and successful business. She questions the regulations that apply to the already numerous businesses selling marijuana in Astoria, especially the business that plans to open in the middle of Astoria's main business district. There has been a great effort by the City, the Port of Astoria, the Chamber of Commerce, and local merchant associations to create and enhance an inviting downtown economic area. She wanted to know about the presence of marijuana stores downtown. The community goes to the trouble to bring in cruise ships and get positive media attention, which is much appreciated by local merchants. However, groups, families, and tourists are not drawn to Astoria's offerings because of the ready access to marijuana. Visitors want to shop, see local art, explore the literature and history of the area. People will go where they need to go in order to buy marijuana, but Astoria's downtown is the spine of the community. Downtown is also an opportunity to provide a fresh, fun, and fine alternative to mall, internet, and big box store shopping. Astoria should proudly promote the unique shops, galleries, book and antique stores that make the town a beautiful and special place, a place people enjoy, desire to visit, and care to return to. She was not pretending to be ignorant to the money being made in marijuana sales and the State benefits, she wondered how many pot shops could be sustained in this small town and how well the charm factor will be maintained as boutiques give way to more marijuana stores. It seems this crosses the purpose of the grand plan to maintain the interest of visiting Astoria and growing the economy of the City.

Councilor Herzig confirmed Ms. Hadley's business on Commercial was Garbo's Vintage Wear. He asked if the Planning Commission would review the marijuana dispensary. Director Cronin said marijuana dispensaries are treated as retail services, which is an outright permitted use in the Downtown District. Therefore, the permit would be approved administratively and then the business would purchase a business license. This dispensary would not be reviewed by the Planning Commission, nor would there be opportunities for public input.

Councilor Price asked if it was possible for the City to limit the number of marijuana stores in Astoria. Director Cronin said some jurisdictions have tried, but failed. However, Astoria could consider limiting marijuana stores. City Attorney Henningsgaard added that other cities have tried to restrict the distance between the retail establishments or restrict them from certain zones. There is probably a way to limit the stores, but it usually takes some ingenuity to figure out which restrictions would accomplish City Council's goals. Also, restrictions cannot be placed on legally established businesses.

Councilor Price asked how many marijuana stores were in Astoria. Director Cronin replied four and that one more would open soon. Most were located along the Highway 30 corridor. Councilor Price said she was in favor of limiting the number of stores, but Astoria is the Wild West. She had asked about this in the past and there is no traction on the Council to limit marijuana dispensaries.

Councilor Herzig thanked Ms. Hadley for waiting so long to speak and said he hoped she could find another location.

Charles Johnson, 540 SE 73rd, Portland, said has attended many Portland City Council meetings where they deliberated about limiting the number of marijuana dispensaries. Many hours have been spent considering the best ways to use marijuana retailers as economic catalysts. Ten thousand square feet is a large space, but he did not know how large the other dispensaries in Astoria were. Oregon Liquor Control Commission (OLCC) might be involved in siting and density now that the medical marijuana program is transitioning into retail. State regulations could influence the City's discussion of density for the shops. It is always good to have destination businesses in downtown and sometimes it is unpleasant to wait for the market to sort it out. Other cities are talking about revenue generated from marijuana stores and how to repurpose the funds. He encouraged City Council and the City Attorney to discuss making the most of new revenue and new businesses while maintaining the climate and appearance of the business area.

Mick Hauge, 1 3rd Street, Astoria, thanked Councilor Herzig for listening to his and others comments and expressing those thoughts at City Council meetings. Councilor Herzig will be missed by many people. He hoped other Councilors would step forward and replace Councilor Herzig's thoughtfulness towards the public. He

attended the 50th anniversary of the bridge and it was nice to hear the Burgermeistren talk about taking care of people who cannot take care of themselves. Only one person has done that. Mayor LaMear invited Councilor Herzig up because of his work with the Astoria Warming Center. He hoped that others would step forward and actually work on similar things, not just donate money, when Councilor Herzig is gone. He has been asking for street signs along the Riverwalk for three years and Councilor Herzig brought it up earlier in the meeting. He spoke to the Parks Board about the graffiti on the Riverwalk, which has remained in the same locations year after year. He hoped someone with the City would clean up the graffiti, which has been on the trash cans at 10th and 11th for two years now. He suggested staff walk along the Riverwalk with a map and mark the areas with graffiti and clean them up over time.

ADJOURNMENT

There being no further business, the meeting was adjourned at 9:07 pm to convene the Astoria Development Commission meeting.

ATTEST:

APPROVED:

Finance Director

City Manager

HISTORIC LANDMARKS COMMISSION MEETING

City Council Chambers

June 21, 2016

CALL TO ORDER – ITEM 1:

A regular meeting of the Astoria Historic Landmarks Commission (HLC) was held at the above place at the hour of 5:15 p.m.

ROLL CALL – ITEM 2:

Commissioners Present: Vice President Michelle Dieffenbach, Commissioners Jack Osterberg, Paul Caruana, Mac Burns, Kevin McHone, and Thomas Stanley.

Commissioners Excused: President LJ Gunderson

Staff Present: Community Development Director Kevin Cronin and Planner Nancy Ferber. The meeting is recorded and will be transcribed by ABC Transcription Services, Inc.

APPROVAL OF MINUTES – ITEM 3:

Vice President Dieffenbach asked if there were any changes to the minutes. There were none.

Commissioner Stanley moved to approve the minutes of May 17, 2016 as presented; seconded by Commissioner Burns. Ayes: Vice President Dieffenbach, Commissioners Caruana, Osterberg, Burns, Stanley, and McHone. Nays: None.

PUBLIC HEARINGS:

Vice President Dieffenbach explained the procedures governing the conduct of public hearings to the audience and advised that the substantive review criteria were listed in the Staff report.

ITEM 4(a):

EX16-06 Exterior Alteration EX16-06 by Gail Duncan to remodel and expand the side porch and stairs on an existing single family dwelling at 136 W Grand in the R-1, Low Density Residential zone.

Vice President Dieffenbach asked if anyone objected to the jurisdiction of the HLC to hear this matter at this time. There were no objections. Vice President Dieffenbach asked if any member of the HLC had a conflict of interest, or any ex parte contacts to declare. None declared. Vice President Dieffenbach requested a presentation of the Staff report.

Planner Ferber presented the Staff report and recommended approval with conditions.

Commissioner Caruana confirmed that the 6" X 6" posts supporting the porch would be pressure treated and asked if they would painted.

Vice President Dieffenbach opened public testimony for the hearing and asked for the Applicant's presentation.

Gail Duncan, 136 W Grand, Astoria, said she had not planned on painting the pressure treated support beams, but she could if it were necessary to meet the criteria.

Commissioner Caruana said the approval criteria stated pressure treated incision marks could not be visible. This gives the Applicant the option of using a material without incision marks or painting the incision marks. He noted the scale drawings in the Staff report were a bit deceiving because they seem to indicate the support posts and newel posts will be the same size. However, the newel posts will actually be 3½ inches sitting on top of 5½-inch support posts.

Ms. Duncan confirmed she drew the scale drawings.

Commissioner Caruana said he preferred larger newel posts because they would receive the 2" X 4" handrail better and balance better with the structure underneath.

Vice President Dieffenbach called for any presentations by persons in favor of, impartial to or against the application. Seeing none, she closed the public testimony portion of the hearing and called for Commission discussion and deliberation.

Commissioner McHone noted that the pressure treated incision marks were addressed in the conditions of approval. Vice President Dieffenbach added that painting does not cover the marks well because the holes are so large. Therefore, the HLC typically requires no holes and no paint.

Commissioner Caruana said the drawings show pressure treated wood, even though the Staff report states visible wood must be free of incision marks. This could cause some confusion. Commissioner Osterberg explained that the conditions of approval always take precedence over what was proposed, including the drawings. He added that a condition could be added regarding the newel posts.

Commissioner Caruana clarified that he was just pointing out the differences between the drawings and the actual size of the newel posts. Vice President Dieffenbach said she did not have an issue with the larger newel posts because they would not line up with the support posts.

Commissioner Stanley moved that the Historic Landmarks Commission (HLC) adopt the Findings and Conclusions contained in the Staff report and approve Exterior Alteration EX16-06 by Gail Duncan; seconded by Commissioner Burns. Motion passed unanimously.

Vice President Dieffenbach read the rules of appeal into the record.

ITEM 4(b):

NC16-02 New Construction NC16-02 by Clydene Paul, Sunset Presort to locate a Tuff Shed on the back area of the property near the retaining wall, adjacent to the historic property at 397 Marine in the C-3, General Commercial zone.

Vice President Dieffenbach asked if anyone objected to the jurisdiction of the HLC to hear this matter at this time. There were no objections. She asked if any member of the HLC had a conflict of interest, or any ex parte contacts to declare. None declared. Vice President Dieffenbach requested a presentation of the Staff report.

Planner Ferber presented the Staff report and recommended approval with conditions.

Vice President Dieffenbach asked if the material on the shed would be similar to the material on the main building. She opened public testimony for the hearing and asked for the Applicant's presentation.

Clydene Paul, 33 SW 1st Street, Warrenton, said she had requested horizontal siding on the shed so that it would match the building, but she did not know what the siding would be made of. The shed will be painted to look like a smaller version of the main building, with the same color and style. However, the shed will not have trim or windows. It will have one door, two vents, and a reinforced floor. Also, the roofing on the shed will be the same as the roofing on the building.

Vice President Dieffenbach called for any presentations by persons in favor of, impartial to or against the application. Seeing none, she closed the public testimony portion of the hearing and called for Commission discussion and deliberation.

Commissioner Caruana believed the shed should have a small overhang with a barge and fascia to match the building. Otherwise, the shed will just look like a container painted to match the building. The proposal is not bad, but it could be better. He understood this was a prefabricated shed and the details would need to be fabricated on site, but noted the shed would be placed in a highly visible location.

Commissioner Burns noted that if the shed mirrored the building too much it might look more like a garage. He agreed matching details were appropriate on garages, but this is a shed. Sheds are not permanent structures, so it may be removed at some point.

Commissioner Stanley agreed the shed would be highly visible from a main street through the city. The Commission wants the town to be attractive to people who drive through. Therefore, he believed the shed should include more details that match the main building.

Vice President Dieffenbach said she supported the proposal because the shed would be on the back side of a commercial property and would still be painted to match the main building. Garages are permanent structures and are typically more closely associated with houses.

Commissioner Osterberg believed the points made about the appearance and design was good. However, those issues would be addressed best through a design review process. The HLC's review is limited to the buildings impact to the historic structure that sits near, but above and to the side of, this property. Staff has done a good job of addressing the size and placement of the shed. He believed the shed was reasonably compatible with the historic home. The HLC is not tasked with making larger comments about the appearance of the environment along Marine Drive. Therefore, he believed the request met the criteria for approval.

Commissioner McHone said he could support the request because no one testified against the proposal and because the shed is a temporary structure.

Commissioner Caruana asked if converting the shed to a permanent structure would trigger an additional review by the HLC. He was concerned that the shed could be grandfathered in as a temporary structure and then be made permanent. Staff explained that the shed is being treated as a permanent structure and moving the shed from one side of the parking lot to the other would require an amendment to the permit because the location is part of the criteria. Making a prefabricated shed conform to design standards that do not exist will be difficult.

Vice President Dieffenbach called for a straw poll, which confirmed a motion to approve the request would pass.

Commissioner Osterberg moved that the Historic Landmarks Commission (HLC) adopt the Findings and Conclusions contained in the Staff report and approve New Construction NC16-02 by Clydene Paul; seconded by Commissioner Burns. Motion passed 4 to 0 to 2. Ayes: Vice President Dieffenbach, Commissioners Osterberg, Burns, and McHone; Nays: None; Abstentions: Commissioners Stanley and Caruana.

Vice President Dieffenbach read the rules of appeal into the record.

Ms. Paul said she was willing to add any designs the City wants. She just needs space to store large quantities of tubs and trays. Windows, shutters, and window boxes could be added to match the building. Commissioners recommended Ms. Paul speak with Planner Ferber and the building official. Anything done to make the shed look nicer for the community will be appreciated. They commented on how much they liked the changes Ms. Paul made to the main building. Ms. Paul confirmed she wanted the shed to fit in, so she would make it pretty.

ITEM 4(c):

EX16-04 Exterior Alteration EX16-04 by Tim Brizendine to install skylights, dormers, and a new front door on an existing historic single family dwelling at 435 Exchange in the R-2, Medium Density Residential zone.

Vice President Dieffenbach asked if anyone objected to the jurisdiction of the HLC to hear this matter at this time. There were no objections. She asked if any member of the HLC had a conflict of interest, or any ex parte contacts to declare. None declared. She requested a presentation of the Staff report.

Planner Ferber presented the Staff report and confirmed the final proposal was to install wood clad windows. The application proposed large vents on top of the dormers. However, Staff has told the Applicant the vents will need to be installed below the rafters. This will be added to the final Staff report. Staff recommended approval with conditions.

Commissioner Caruana confirmed the windows would have a fiberglass exterior, like the Milgard Essence windows.

Vice President Dieffenbach opened public testimony for the hearing and asked for the Applicant's presentation.

Emily Flaming, 435 Exchange St. Astoria, said she was the homeowner and her father was the contractor on this project.

Tim Brizendine, 902 Clydesdale Ln. Kelso, WA, explained the window is constructed of wood clad in fiberglass on the outside.

Commissioner Caruana noted the Essence window has been approved by the HLC many times, but he wanted to clarify that the wood would not be seen from the outside. Vice President Dieffenbach added that one cannot tell the difference between a fiberglass and painted wood window because they look so similar.

Vice President Dieffenbach called for any presentations by persons in favor of, impartial to or against the application. Seeing none, she closed the public testimony portion of the hearing and called for Commission discussion and deliberation.

Commissioner McHone said he supported the sky lights because they would not be installed on the visible side of the house and there was no testimony in opposition to the proposal.

Commissioner Caruana asked how the dormers would be finished.

Vice President Dieffenbach reopened the public hearing and asked the Applicant to come forward.

Mr. Brizendine said the finished barge board would match the existing gable.

Vice President Dieffenbach closed the public hearing.

Commissioner McHone moved that the Historic Landmarks Commission (HLC) adopt the Findings and Conclusions contained in the Staff report and approve Exterior Alteration EX16-04 by Tim Brizendine, with the following addition:

6. "The proposed mechanical vents on top of the dormers are too large, and are not historically appropriate. As discussed at the HLC meeting held 6/21/16, vents to the attic space in the dormers shall be installed below the rafters such as eave vents or bird blocking vents. "

Motion seconded by Commissioner Caruana. Motion passed unanimously.

Vice President Dieffenbach read the rules of appeal into the record.

Director Cronin excused himself from the meeting at 6:03 pm.

ITEM 4(d):

NC16-03 New Construction NC16-03 by Peter Nevins to construct a 10' x 10' studio outbuilding on property adjacent to historic properties at 1233 Grand in the R-3, High Density Residential zone.

Vice President Dieffenbach asked if anyone objected to the jurisdiction of the HLC to hear this matter at this time. There were no objections. She asked if any member of the HLC had a conflict of interest, or any ex parte contacts to declare. None declared. Vice President Dieffenbach requested a presentation of the Staff report.

Planner Ferber presented the Staff report and recommended approval with conditions. If the Applicant decides to use the outbuilding for a business, a home occupation form will need to be submitted to the Community Development Department to obtain a business license.

Commissioner Stanley confirmed the house had shingle siding on one side and lap siding on three sides.

Vice President Dieffenbach opened public testimony for the hearing and asked for the Applicant's presentation.

Peter Nevins, 1233 Grand, Astoria, said he was not sure if he would use shingle or lap siding on the outbuilding. He originally proposed shingle siding, but the lap siding would match the character of the neighborhood. The green house on the hill across the street has lap siding. He confirmed he had no plans to change the siding on the house, but he would paint the existing siding to seal and protect it. The siding is in good enough condition to remain for the foreseeable future.

Commissioner Caruana believed it might be possible that the west wall still contained the original lap siding underneath the shingles.

Commissioner Osterberg understood that the criteria were asking that the outbuilding be considered compatible with the surrounding historic structures along the street. The four historic structures cited in the Staff report are a variety of styles. It will be difficult to choose one style that can be generally compatible with an entire street full of homes. However, he believed the Applicant had reasonably achieved that with a contemporary design that includes minor craftsman design influences.

Mr. Nevins said he preferred a pre-World War I style and designed the outbuilding in the arts and crafts style with a nod towards the modernist style.

Commissioner Stanley stated he was indifferent about the siding. He confirmed the outbuilding would have double pane glass windows, trimmed with ½-inch square trim and set in about 1 inch. Mr. Nevins added there would not be any exposed silicone. He wants to maximize the light coming in to the building, so the frame on all four windows will be 2X4s disguised with furring strips.

Vice President Dieffenbach called for any presentations by persons in favor of, impartial to or against the application. Seeing none, she closed the public testimony portion of the hearing and called for Commission discussion and deliberation.

Commissioner Stanley believed the Applicant would do a nice job and the outbuilding would look cute.

Commissioner Caruana said the design looked mid-century to him and he preferred that the outbuilding stay true to one style. He believed full lite doors would more appropriate than multi lite doors. Regardless of the siding, he believed the HLC needed to consider the spacing and exposure of the shingles. Old houses typically have four to five inches of exposure on the shingle siding, which gives a tight and more expensive look than wide spacing. Small spacing is important on small buildings like this one.

Vice President Dieffenbach agreed that a smaller lap on the siding and full lite doors would be better. She believed the outbuilding would look very modern, so she would prefer lap siding because shingles are more historic and rough.

Commissioner Osterberg suggested the HLC confirm the Applicant's intended design style.

Vice President Dieffenbach reopened the public hearing and asked the Applicant to come forward.

Mr. Nevins explained that he had a real bias towards pre-World War I architecture. He believed the goal of the arts and crafts style was to eliminate anything that is unnecessary or not useful. The outbuilding is based on plans made in 2006, so it does have a modernist aesthetic. He wanted the building to look like arts and crafts with some modern elements. He believed clapboard siding would look nice.

Commissioner Stanley confirmed that the HLC would not ask Mr. Nevins to redesign his outbuilding, but the Commissioners just wanted to help make sure it would look appropriate.

Mr. Nevins added the interior would be finished with insulation and drywall so that he could heat it quickly with an electric heater. He would get electrical permits, but the building would not have water. He will use the outbuilding for printmaking and his etching press will be visible through the window. The building will also have an inking table and drying racks.

Vice President Dieffenbach suggested the Applicant consider a more rustic style with rough sawn cedar trim boards.

Commissioner Caruana asked if the Applicant was willing to compromise on the door.

Mr. Nevins believed the mullions gave the building a more historic look. He has been looking for vintage doors and there are many designs available. However, he preferred a door with more mullions.

Commissioner Caruana said he would prefer painted lap siding with no more than a 5-inch exposure and he was fine the proposed door.

The Commission agreed the Applicant would be able to find the perfect door for the building at an antique hardware store.

Mr. Nevins agreed the lap siding would be better.

Commissioner Stanley believed the project should be approved as proposed even though the Commission and the Applicant have agreed on a different siding.

Mr. Nevins confirmed he was undecided on the siding prior to the hearing. Installing lap siding is not an issue.

Vice President Dieffenbach closed the public hearing.

Commissioner Caruana moved that the Historic Landmarks Commission (HLC) adopt the Findings and Conclusions contained in the Staff report and approve New Construction NC16-03 by Peter Nevins with the following addition:

- “6. Windows shall be set in with 1/2” trim.
7. The proposed cedar shingle siding is acceptable, however the Commission recommended smooth lap siding with reveal not to exceed 5” as more appropriate siding.
8. The proposed doors are acceptable. Some Commissioners recommended full lite doors which would also be appropriate. Doors that the applicant plans install that vary from the proposed doors shall be reviewed by the Community Development Department.”

Motion was seconded by Commissioner Burns. Motion passed unanimously.

Vice President Dieffenbach read the rules of appeal into the record.

REPORTS OF OFFICERS/COMMISSIONERS – ITEM 5:

Planner Ferber reported that Clatsop Community College just announced their historic preservation and restoration classes for Fall 2016. She noted the HLC did not have any applications to review in July, but did have two so far for August. She asked the HLC to consider a combined meeting with the Design Review Committee because one of the applications needs to be reviewed by both committees. The HLC discussed possible meeting dates. It was decided that the meetings would be separate as originally scheduled.

PUBLIC COMMENTS – ITEM 6:

ADJOURNMENT:

There being no further business, the meeting was adjourned at 6:37 pm.

APPROVED:

Community Development Director

DRAFT

**Community Development Department Quarterly Report
Work Program Update – Q4 2015-16**

Current Planning	Date	Activity
Permit Report		<ul style="list-style-type: none"> FY 15-16 Revenues: \$12,100
Administrative (Type 1/2)		Certificates of Appropriateness (21) Exterior Alterations (2) Flood Certificates (2) LUCS/Waterway Leases (5) Home Occupations (2) Lot Line Adjustments (11) Variances (5) Amendments to Existing Permits (4) Sign Permits (23)
HLC (Type 3)		Exterior Alterations: <ul style="list-style-type: none"> 16-01: 371 Commercial (Balustrade on Garage) 16-02: 1215 Duane (Banker's Suite Gate) 16-03: 328 Alameda (Triplex renovation) 16-04: 435 Exchange (Dormer addition) 16-06: 136 W Grand (Porch & Stairs) New Construction: <ul style="list-style-type: none"> 16-01: 1492 Duane (Bike Shelter) 16-02: 397 W Marine (Sunset Presort) 16-03: 1233 Grand (Art Studio)
APC (Type 3/4)		Amendments (Type 4) <ul style="list-style-type: none"> 16-01: Administrative Procedures (ADC: Article 9) 16-02: Affordable Housing (ADC: Article 2&3) 16-03: Parks Master Plan (Comprehensive Plan) Amendment to Existing Permit <ul style="list-style-type: none"> AEP 16-01: Amendment to Site Plan for Columbia Landing Conditional Use: <ul style="list-style-type: none"> 16-01: 1343 Duane (Reach Break Brewing) 16-02: 2911 Marine (Marijuana Grow Facility) 16-03: 1215 Duane (Museum of Whimsy) 16-04: 487 W Marine (Marijuana Grow Facility) 16-05: 1820 SE Front (Sedona Smokehouse Specialty Foods) 16-06: 101 15th St (Mo's Chowder House/Production) 16-07: 774 Alameda (Homestay Lodging) 16-08: 1343 Duane (Reveille Ciderworks) 16-09: 609 Bond St (Come Soar With Us Daycare) Variance <ul style="list-style-type: none"> V 16-05 – CMH Cancer Center (FAR Requirement)
DRC (Type 3)		<ul style="list-style-type: none"> DRC 16-01: 1905 Exchange (CMH Cancer Center)
Building		
Permit Report		Q4 Revenues: \$11,227 FY 15-16: \$380,498
Yacht Club Apts Ph 2		Fully leased and opened in May 2016
Women's Resource Center		Construction stalled; The Harbor fundraising for final improvements
Holiday Inn Expansion		Construction completed
Patriot Hall Redevelopment		Under construction; framing and plumbing
CMH Expansion		Under construction; site work and foundation
Astoria Station		Tenant spaces for Reach Break and Reveille under construction
421 W Marine Dr		New foundation & stairs

**Community Development Department Quarterly Report
Work Program Update – Q4 2015-16**

Old YMCA		Demo work in progress
Certificate of Occupancy		6 issued
Building Official Vacancy		TBD, LLC providing good service on temporary basis <ul style="list-style-type: none"> Reviewing contract with Mark Brien for 6 month trial Salary Resolution for position in development
Code Enforcement		
Flavel: 943 Commercial		Transaction to buyer completed! Owners in due diligence period
324 38 th St		Parking in private easement; no violation
49 th & Leif Erickson		Trash, junk, unlicensed cars/RV in the right of way; owner cleaned up
Multiple Sign Violation		Over 20 violations have been investigated and resolved
Banker's Suite		Pigeon excrement on façade; owner cleaned up for opening
Graffiti in Downtown		Multiple locations have been resolved
364 Floral		Investigate homestay lodging complaint; no violations found to date
368 Floral		Junk/unlicensed car resolved
Waldorf		Trash in alcove multiple times; owner cleaned up
4559 Leif Erickson		Derelict building violation; locating current owner address
Grand & 9th		Visible weeds abated on vacant property; new foundation under construction
828 Franklin		Junk/car removed
Hilltop Center		Investigated complaint; long term solution needed
559 Alameda		In foreclosure; called new bank
4867 Birch		Olvey Violation; considering direct action or derelict building ordinance
4797 Birch		Weeds abated; junk boats and car next
3468 Grand		Illegal vacation rental; email warning sent on 9/2
761 Jerome		Letters sent to all property owners; removed junk vehicles, garage next
964 Grand		Investigate complaint; vacant home
96 W Commercial		Multiple vehicles in right-of-way; three removed; two pickups left
47 th & Cedar		Illegal home occupation (MediVans); resolved
3587 Harrison Cr		Illegal building; court fines; plans submitted for review
1033 Commercial		Accumulation of old furniture; resolved/monitoring compliance
334 Alameda		Junk in yard; resolved
2923 Grand		Tall grass/weeds/raccoons/rats; resolved
3625 Duane		Overgrown hedge in sidewalk/alley; resolved
265 Alameda		Weeds abated
80 Nehalem		Weeds abated
437 Bond		Weeds abated
Abandoned Vehicles		Multiple vehicles reported on Bond and Alameda; Uniontown focus area
Vacation Rentals		Reviewed Airbnb listings for April and August; one new listing investigated and resolved
Vacant House Registry		35 houses on list
City Code Update		Working with City Attorney and ADHDA on code update
Code Position Vacancy		See Building Department update
Projects		
Heritage Square/ Library Options (Council Goal)		<ul style="list-style-type: none"> Presented final report to ADC in May; Held Open House Clean up of contaminated soils completed; monitoring wells installed; finalizing next steps
Development Review/	Ongoing	<ul style="list-style-type: none"> Evaluation period complete

**Community Development Department Quarterly Report
Work Program Update – Q4 2015-16**

Streamline Evaluation (Council Goal)		<ul style="list-style-type: none"> Created customer survey; results in FY 15-16 Annual Report (Sept 2016) Held focus group with local contractors Attended Realtors Association Luncheon Develop overall communications strategy and social media platform Reorganized administrative procedures (Article 9)
Affordable Housing (Council Goal)	09/27	<ul style="list-style-type: none"> ADU code update: Schedule public hearing with APC – 9/27 Attended Housing Summit in Hood River/ Cities-County Meeting Researching Construction Excise Tax program Contacted PSU for additional data sources Received school enrollment data for 5 year period from ASD
Riverfront Vision Plan Ph 4 (Council Goal)		<ul style="list-style-type: none"> Researching grant opportunities to complete “Urban Core”
Parks Master Plan (Council Goal)	07/16	<ul style="list-style-type: none"> Comprehensive Plan amendment adopted by City Council Submitted Nomination for OAPA Award
Astor West URA Amendment Gateway (Council Goal)	10/03	<ul style="list-style-type: none"> Plan amendment process underway; Draft URA Plan & Report TGM Grant awarded; negotiate IGA with ODOT
Storefront Guidelines	09/06	<ul style="list-style-type: none"> Draft program and design guidelines ready for review
Historic Resources		<ul style="list-style-type: none"> Monitoring Goal 5 Update (DLCD) Application submitted to Restore Oregon’s Endangered List for Flavel Building Preserving Oregon Grant (Flavel Building) Proclamation: National Historic Preservation Month (May)
DSL		<ul style="list-style-type: none"> Monitoring DSL sale of South Tongue Point Monitoring rulemaking process for submerged lands
FEMA/Hazards Planning		<ul style="list-style-type: none"> Emergency Operation Plan Update Monitoring FIRM update; hosted quarterly meeting
Community Outreach		<ul style="list-style-type: none"> Lewis & Clark School Career Day (March) CEDR Job Fair (April) Ned Talk: Downtown Walking Tour (May) The Harbor Board Meeting (July) Social Media Report Facebook: 174 “likes” Instagram: 82 followers Twitter: 31 followers
URA Program		
Astoria Armory		<ul style="list-style-type: none"> Council approved loan guarantee
Economic Development		
5 Year ED Strategy ADHDA	09/19	<ul style="list-style-type: none"> Contract being negotiated; Council review next Schedule kick off meeting in early October Serve on Business Development Committee; identify retail gaps via cluster analysis and fill vacancies or underutilized storefronts
Site Visits/Meet & Greet		<ul style="list-style-type: none"> Kym Nicolas Designs, Matilda Jane Clothing; Chris Breitmeyer, Pier 39, Renee Johnson (Fort George)
ADMIN		
Professional Development		<ul style="list-style-type: none"> Energy Trust of Oregon Workshop (Astoria) FEMA Floodplain Regulations (Tillamook) Oregon Heritage Conference (Salem) AORA Spring Meeting (Tigard)



CITY OF ASTORIA

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August 19, 2016

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: PARKS AND RECREATION DEPARTMENT STATUS REPORT

The following are summaries of Parks and Recreation Department projects and activities from Fall 2015 through Summer 2016.

AQUATIC CENTER

Staff Training:

- Two Swim Instructor classes were conducted in March and June. Five staff participated in the first class and seven staff participated in the second class.
- Lifeguard training classes were held in January, March, April and June. An average of 9 students participated in each of these classes. Our next Lifeguard training course is scheduled for September 22- 25.
- Our Aquatic Risk Management Company, Ellis and Associates, performed unannounced audits on February 22, June 8 and August 1. Staff received meets and exceeds scores in skills scenarios, scanning pools and administration in all three of these audits.

Facility Rentals:

- The annual Cowapa League District swim meets were hosted at the Astoria Aquatic Center February 12 & 13.
- The aquatic center hosted the annual North Coast Swim Club meet August 6 & 7. Approximately 120 swimmers and their families were present at the event.

Guest Services:

- On July 29 the aquatic center began using the new RecTrac Pass system, replacing the cash register as our main mode of processing all transactions at the pool. AAC staff are still learning and implementing the new system but now have means to access all transactions, passes and sales electronically.

Programming:

- Staff has run four sessions of swim lessons this summer with one more session scheduled to start August 15. Enrollment has varied by session; however classes have filled past 75% enrollment in most swim classes with the "lower level" learn to swim classes filling up.

- The City reached an agreement with the Verna Oller Trust in July to begin a “free admission” program for South Pacific County residents which will be reimbursed through the trust. The aquatic center has set up attendance tracking to bill the trust quarterly for all visits and youth swim lessons. South Pacific County residents began taking advantage of this in late July.

Facility Maintenance:

- On June 19, the facility’s big red slide was closed due to maintenance issues that made running the slide dangerous. The repairs took a large expenditure from capital funds and parts had to be special ordered. The slide was repaired and back in action as of August 2. Staff has seen a large influx in open swim attendance since the slide has been repaired and is now operating normally.
- The annual fall maintenance closure is scheduled September 6- 18.

ASTORIA RECREATION CENTER

Fall/Winter 2015-2016

After School Program:

- The After School Program continued to run at the Recreation Center and at the Warrenton Grade School. Staff also offered several “no school days” to help accommodated days when students didn’t have school.
- With the Senior Center moving out of the Recreation Center, it opened up more space for the After School program to utilize. Staff worked quickly and efficiently to transfer the old space into a fresh, new classroom.



- Staff saw a large influx of attendance during Spring Break.

- In March, staff planned an Agriculture Week for the kids, which included baby chickens, worm farms, potato boxes, planting sunflowers, pumpkin seeds and other veggies.

Sports:

- **Youth Basketball:** Registration began in December for 3rd and 4th grade basketball, with practices and games starting in January. There were changes made in the way the league was run this year; all 5th and 6th graders played in the Fall and all 3rd and 4th graders played in January and February. There were 29 3rd and 4th grade teams playing, which is an increase of 5 teams from last year. The 1st and 2nd grade teams began in January as well, with a total of 10 teams playing in the league, an increase of 4 teams from last year.
- **Men's Basketball:** The second half of Men's League began on January 4th, with two new teams joining. The regular scheduled league ended the first week of February with a single elimination play off bracket style playoff.
- **Volleyball:** Drop in, coed volleyball continued through the winter at the Astoria Middle School. An average of 10-15 people came regularly to the open gym. There was also a coed, 6 vs. 6 league for adults which began the end of March. This program ran twice a week during the spring with a playoff bracket at the end of the program.

Fitness Classes:

- Two new instructors were hired this winter, bringing more options for early morning classes. Pilates was also added to the fitness schedule.

Other Programs:

- Jiu Jitsu and Self Defense classes for adults began in January, with additional sessions continuing in April.

Special Events:

- **Father Daughter Dance:** The annual Father Daughter Valentine dance was held on February 13th at the ARC. An estimated 135 people attended the dance. Dads and daughters danced, enjoyed snacks, took pictures and made valentine crafts at this two hour event.



- **Easter Egg Hunt:** The Parks Department held two Easter Egg Hunts. The first was held at Tapiola Park and free to the community. Staff used real eggs (5,000 cooked by our staff at the Astoria Middle School) which could be traded in for prizes and candy. The second hunt was a night time flashlight hunt for ages ten and up, held at the Astoria Recreation Center.

Summer 2016

- Summer camp at the ARC has been great so far! The first couple weeks of camp we had an average of 35-40 kids, and now we're seeing an average of 25-30. Some of the exciting summer camp themes include School's Out for the Summer, Red/White & Blue, Superhero/Villain & Pirates, Medieval Times and Dinosaurs, and Artful Antics and Blinded Me with Science (in which they painted the back wall of the outdoor basketball court).
- So far, they have taken field trips to the Astoria Aquatic Center, Tapiola Park and Battery Russell. Future field trips include Shively Park, the Clatsop County Fair, and a ride on the Riverfront Trolley. Transportation is coordinated through the Senior Center and Astoria School District.
- Staff is still working to fine-tune the Summer Camp area to make it more kid friendly, and provide more structure and effective management.

Youth Softball:

- Youth Softball Youth Softball started in June and finished up their season the week of July 11th. Due to the rainouts earlier in the season, the season ran a little later than anticipated. There were 6 school areas involved in the league; Astoria, Knappa, Warrenton, Seaside, Naselle, and Ilwaco. Each area had 1-2 teams in teach league, which included T-ball, Homer, Rookie, Junior and Senior leagues. Each team had an average of 10 players.

Adult Softball:

- The Men's and Women's softball league finished up the week of July 25th. The season ended with a double elimination playoff bracket. We had 5 men's teams and 4 women's teams in the league this year.
- Coed softball began last week of July. There were 10 teams in the league, and everyone seemed to be have a great time!

Additional Classes:

- We have been running summer Tennis classes, which are averaging about 9 participants. We also have a summer Ju-Jitsu class with 8 participants for the summer session.
- Our summer session of gymnastics started June 27th. There was a high demand for this class with 20+ participants, ranging from preschool on up, and we still have many parents asking for additional sessions. There are 3 classes that meet on Monday nights, one is for preschool age, and the other two are for beginners.

Miscellaneous:

- Starting the last week of June, each Parks and Recreation facilities began implementing our Recreation Management software, RecTrac, in LIVE mode. Although there have been a few kinks, and things to figure out along the way, all in all, it has been a great addition to the department. We can definitely see a difference in our efficiency and new-found ability to track transactions, registrations, etc. accurately.

Special Events:

- On Saturday, July 29th, we had our annual Kids' Day in the Park. This was a free event for families and children at Tapiola Park. The event included games, activities, a giant slip n slide, concessions, and live music by the Brownsmead Flats. There were between 200 and 300 people in attendance.



- In August, we started our Free Movies in the Park at Fred Lindstrom Park. We have showed *Inside Out* and *The Good Dinosaur*, *Minions*, *Aladdin* and *Zootopia*. Movies showed every Wednesday evening in August, and started at dusk. Concessions were available for purchase by the Astoria MOMS Club.

LIL' SPROUTS ACADEMY/PORT OF PLAY

Winter/Spring

Lil' Sprouts:

- Although the holidays tend to be a quieter time at Lil' Sprouts, we still had quite a bit of activity going on.
 - Santa visited Lil' Sprouts, and he made an appearance in every classroom. Due to our extra points on our Scholastic Book Ordering Account, Lil' Sprouts was able to purchase a holiday book for each child, which was given as a gift from Santa.



- On Dec. 18th we had our very first every Christmas Music Program. It was put on by our Daffodil Classroom (4 & 5 year olds), and they did an outstanding job.
- On Dec. 23rd, we had our Annual Door Decorating Contest. City Manager, Brett Estes, Police Chief Brad Johnston, and City Councilor Cindy Price were our esteemed judges.



- In January, Lil' Sprouts Academy celebrated 5 years of being open!! It has been a great 5 years so far, and has been so exciting to see the growth and development of this wonderful program!
- We started a new program at Sprouts, celebrating Moms on Mother's Day, and Dads on Father's Day; Muffins with Mom and Donuts with Dads. Moms and dads were invited in to their child's classroom to share a snack and some fun activities with their child.
- On May 19th, we had 22 Pre-K students graduate, and move on to Kindergarten. This was the biggest graduating class in Sprout history!

Port of Play:

- On December 20th, we had a Chip-In event at Port of Play. Volunteers helped spruce up the pretend grocery store on the stage, and painted the entryway into Port of Play/Lil' Sprouts.



- On February 12th, we held our Annual Valentine Tea. Participants came and enjoyed crafts, yummy treats and a photo booth.
- In March, we had to say goodbye to Oscar, our ever so popular bounce house at Port of Play. A seam ripped in the floor of the bounce house, making it unusable and unsalvageable. We are currently looking to raise money to replace it with something new.
- Dr. Seuss Night: On March 4th, we held our annual Dr. Seuss Celebration Night. This year we had it at the Astoria Recreation Center, and it was a hit. We had guest readers, arts and crafts, a photo booth and snacks.



Community Garden:

- In April, community members had the opportunity to snatch up any of the open garden beds at the Gray School Community Garden. The garden is now full, and flourishing. Volunteers with the garden also put on a Community Garden Open House, which included music, information and great community fellowship.

Special Event:

- New Year's Day Fun Run: On January 1st, we held our annual New Year's Day Fun Run! We had approximately 60 in attendance, and many people were excited to start the New Year off on the right foot!

Summer 2016**Lil' Sprouts:**

- Attendance has been a little bit lower for the summer, which is to be expected. It has balanced quite nicely, as our staffing has gone down quite a bit.
- Come fall, we will need to hire additional staff to support the influx of new and returning Sprouts, but now, we are in a very good place. Due to our lower numbers thought, it has allowed us to start chipping away at our waitlists and enroll new kiddos.

Port of Play:

- Port of Play has been pretty quiet this summer. When the weather is nice, patrons would much rather be outside playing. We have however, noticed more people from out of town visiting, and wanting to come play.
- During the months of July and August, Lil' Sports Classes for Preschoolers have been offered. In July we ran Lil' Hitters (T-ball), and we are currently running Lil' Kickers (Soccer) in August. Both classes were full, and everyone seemed to have a great time. We focused on the very basics of each sport, teaching skills, and fundamentals.

COMMUNICATIONS**Newsletter:**

Parks and Recreation launched a monthly e-newsletter in January which is sent to existing subscribers collected at events and through surveys. Since the launch of the newsletter the subscribers list has increased by 500 and has an open rate of 36% (anything over 21% is better than average). The newsletter covers the events coming up each month with mention of what the maintenance crew is or will be working on, the updates on the Master Plan as they were happening, and partnerships with the Astoria Parks, Recreation and Community Foundation. In addition to our subscribers it is posted on Facebook, Twitter and LinkedIn.

Social Media:

Our Facebook page continues to be the hot spot for our news and information. We have a lot of success with advertising events, job postings and facility closures as well as reposting our news and other information. The Facebook feed is linked to our website which ensures www.astoriaparks.com is the place to find everything you need to know.

Our Instagram page has grown from less than 50 followers to almost 500 followers in less than a year. This page features the beautiful photos of the parks and facilities. Many of the photos are reposts from locals and visitors to the area.

Branding:

The goal this year has been to create consistency with our branding. An image created at the beginning of the Master Plan process evolved into our Parks' branding featuring the many aspects we encompass. This branding is on our newsletter, press releases, posted notices at our facilities, flyers, banners at events and even the new key fobs and gift cards.

RecTrac:

This summer we launched our new digital point of sale system call RecTrac. *RecTrac is fully integrated parks and recreation management software that increases efficiency and productivity, while providing management with extensive reporting and statistical data.*

For us this means we can track our visitors at each facility, create childcare rosters, register and renew monthly passes, sign up guests for automatic monthly renewals, provide finance with accurate reports of the daily sales, invoice for facility rentals and so much more. We can also capture new email addresses for our newsletter. All of this information is web based and can be accessed from each facility. Guests are provided a key fob upon registration which allows them to check in at the desk.

In July we focused on launching and training staff. In August we've been refining the processes and adding additional features. Also in August we will launch the web portion of RecTrac. This will allow our guests to sign up for classes, childcare, and swim lessons online as well as reserve our facilities and renew monthly passes.

Run on the River:

In May, the Astoria Parks, Recreation and Community Foundation hosted the 3rd Annual Run on the River sponsored by Buoy Beer. It was a beautiful day that went off without a hitch. More than 350 participants preregistered for the Half Marathon, 10k and 5k. On the day of the event, 134 Half Marathoners finished, 65-10kers finished and 92-5Kers finished. Buoy Beer served beer and seafood boil along with gluten free and vegan options. The money raised by this event is for scholarships for families in Astoria who would like to use our facilities.

PARKS MAINTENANCE

Over the past year, the Parks Maintenance Division has had many personnel changes. Matt Baum, Grounds Coordinator, and Melissa Keyser, Volunteer Coordinator, both left their positions to pursue other career opportunities. Randy Bohrer is the new Grounds Coordinator and is sharing the Volunteer Coordinator duties with Jonah Dart-Mclean to keep the CHIP-In program running. Jenn Benoit is providing outreach services for events. Because of the economy's recovery over the last year, it has been a larger challenge to obtain temporary workers of quality. The workforce over the summer has been sporadic with many temps leaving early because of other job opportunities or returning to college.

Highlights of Maintenance Division:

- Ordered new Customs House interpretive signs, arrival and installation is anticipated by end of August
- Replaced waterslide pump and check valves at AAC
- Replaced sand filter media in all pools' filters

- Expanded ARC into old Senior Center area of Yacht Club building
- Provided support services to Run on the River event
- Removed People's Park platform
- Coordinated with Clatsop Community College student to replace T1-11 siding at Alderbrook Hall with original cedar-style siding
- Provided support and insight for Parks Master Plan process
- Provided support for Easter Egg Hunt, Kids Day in the Park, and all other special spring and summer special events
- Coordinated with Public Works, property owners, contractors to repair broken sewer line along the north side of 14th & Grand Playground due to storm damage
- Assisted Trolley Association to spray Riverwalk trolley corridor with herbicide
- Contracted landscape services through Greensmith Landscaping to maintain tourist-use and downtown park locations
- Setup and maintained softball fields for all recreation league activities
- Implemented MainTrac Software, an auxiliary program of RecTrac that will provide greater tracking and accountability of maintenance activities; as well as providing mobile inspection capabilities.

CHIP-In:

CHIP In has continued to be productive and attract volunteers despite the loss of Melissa Keyser, who was managing the program. Randy Bohrer, Grounds Coordinator, has been successful in being the primary lead for events.

Shivley Hall, January 17th:

- 7 volunteers
- Repainted walls, hearth inside hall
- Deep clean of facility
- Trimmed bushes around exterior of hall

McClure Park, February 21st:

- 18 volunteers
- Trimmed brush
- Collected trash
- Painted birdhouses to assist with a senior project

Tapiola Park, April 23rd:

- 27 volunteers
- Planted a Douglas Fir tree that has been adopted by the Girl Scouts of Clatsop County, work was assisted by Ron Zilli from Oregon Dept. of Forestry
- Added mulch and removed weeds around the bases of over 25 trees in the park
-

Oceanview Cemetery, May 29th:

- 5 volunteers
- Cleaned headstones
- Removed trash and debris
- Weeded along stairs to flagpole

Cathedral Tree Trail, June 18th:

- 12 volunteers
- Removed brush on trail
- Replaced anti-slip pads on wooden steps
- Removed decrepit and rotten wooden structures

Shively Park, July 16th:

- 12 volunteers
- Cut back brush
- Removed trash and debris
- Trimmed bushes encroaching on parking lot

OCEAN VIEW CEMETERY

Cemetery Software System:

The cemetery software is now live on the Parks website and is being utilized by staff to locate graves and procure information. The software is an extremely useful resource to direct callers with questions about grave locations at the cemetery without having to be onsite.

Cemetery Grounds Maintenance:

Ocean View Cemetery continues to be a challenge to maintain and manage with our minimal resources. It takes approximately 40 man hours to mow the entire grounds and weed eating has been outsourced to the local juvenile work crew for two weekends a month during the summer months. Burials and cremations add to the toll the cemetery exacts on the Maintenance Division's capacity, because these events often cannot be foreseen or planned for beyond a three day window.

Mausoleum:

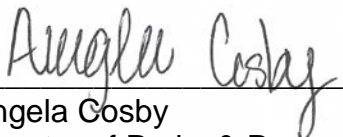
The Parks Maintenance Division partnered with Clatsop Community College's Historic Preservation Program to receive a \$3,200 grant from the Oregon Parks and Recreation Department to conduct a workshop assessing and repairing the 6 leaded-glass windows in the Mausoleum. The workshop was held in spring 2016. The workshop was very successful and CCC used the momentum of the project to successfully obtain a second grant from the Oregon Historic Cemeteries to continue work on the upper and front windows of the Mausoleum. There will be a winter and spring workshop to carry out the work.

COMPREHENSIVE PARKS MASTER PLAN

The Parks and Recreation Department's comprehensive planning process is drawing to a close. Beginning in fall of 2015, the first phase of the project involved extensive community engagement and evaluation of existing conditions. Outcomes from this phase of the project included feedback from over 1,000 community participants (through public meetings, surveys, focus groups, and a tour of Astoria's Parks and Recreation system), and a draft report on the current inventory, history, existing conditions, and maintenance of the department's parks, trails, and facilities.

For the second phase of the project, the RARE AmeriCorps Parks and Recreation Planner, along with Department staff and the Mayor-appointed Citizen Advisory Committee, will begin to develop an initial set of Master Plan recommendations. This set of recommendations has been formulated by evaluating the community feedback collected in the first phase of the project, and conducting an assessment of the department's level of service in comparison to State of Oregon recommendations, as well as comparison with similar communities in the region.

The third and final phase of the project kicked off in the spring of 2016. The initial set of Master Plan recommendations has been refined through additional public meetings and surveys, as well as continued input from the Citizen Advisory Committee. The planning process has concluded with a final set of recommendations and strategies for implementation, and has been presented to approving boards for adoption in the late summer/early fall. The Master Plan has now been approved by the City Council.

By: 
Angela Gosby
Director of Parks & Recreation




CITY OF ASTORIA
POLICE DEPARTMENT

August 29, 2016

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: STATUS UPDATE

Much has changed since our annual report. The death of Sergeant Jason Gooding affected the men and women of the Astoria Police Department greatly. We knew him well because of his work on the Clatsop County Major Crime team and the fact that this is a small profession, and even smaller locally. We depend on each other on the North Coast. He was killed in the line of duty doing something that many of us do regularly. It was not a spectacularly high risk thing he was doing at his death. It was something that most of us take, not as routine, but as something that is done so often that it becomes second nature. It hit close to home. This was followed by the additional high profile deaths nationally. While it is easy to withdraw from the community at times like this and take a defensive posture, we have been encouraging each other to double down on our approachability and engagement, while still paying attention to the tactics, techniques, and technology that will help us maintain our safety. We are balancing, the best we can, competing desires and interests.

During this time of stress, we have seen support from our community that we have never seen before. There was the stack of thank you cards collected and delivered anonymously by a member of the community. A scrabble board of police terms and a police joke book provided by Lil' Sprouts (Two of my favorites are: "Why wouldn't the policeman come out from under the covers? He was arresting." "What did the police officer say to his belly button? You're under a vest.")). Thank you cards made by a number of grade school classrooms and food dropped by from citizens who just wanted to say thank you. So many people showing appreciation in the ways that they found meaningful to them. A softer, less cynical police chief might think that this is a mirror; when you care for your community, they care back.

We conducted our third Coffee With a Cop at Peter Pan Market and our fourth at the coffee shop at Clatsop Community College, the first of the second year of Coffee With a Cop is scheduled for the Blue Scorcher two days before this will be published as part of the Council packet. The staff at Blue Scorcher reached out to us asking us to schedule them as hosts.

With all of this going on, there was plenty of more typical work to be done as well. The end of FY 15-16 was busy. We implemented the Body Camera project and now have issued a body camera to every sworn member of the Department. You will see every uniformed member wearing them regularly. Our non-uniformed members (detectives and administrators) also have found them to be helpful when working in the field. There have been some growing pains with the current version of the server software that was published just as we purchased. The changes to the software have increased the time required by officers to transfer and burn video for transmittal to the prosecutor's office or to preserve video as evidence. These changes take officers off the street longer. In fact, this problem comes from several fronts. Our officers are having to spend more and more time writing reports and burning videos partly because of the proliferation of video and partly because of the increased need to document more and more complex issues that we are handling.

We expect report writing to become more onerous soon. The unfunded reporting of crime statistics to the Federal Bureau of Investigation is changing. The mandated change this year from the Uniformed Crime Reporting System (UCR) to the National Incident Based Reporting System (NIBRS) creates an exponential increase in time for reporting incidents (In Oregon, this data is processed through the State creating the additional step of Oregon Uniformed Crime Reporting and Oregon National Incident Based Reporting System or OUCR and ONIBRS.) Where UCR used to capture only the most serious offense in an incident, NIBRS will capture every violation at each incident. This alone could raise the number of reported offenses by a factor of 2. Added to this increase in time to report crime is the fact that each incident comes with a total of 53 data points that must be captured. Additionally victim information must now be tied to offender information in reporting as well as moving from 8 "index crimes" and 21 other offenses to 8 "index crimes" and 38 other offenses. In short, officers and support services will need to be coordinating the type and amount of information that is required for the reporting to the national system. Other agencies that have pioneered the change are reporting a doubling of time on simple cases and 4-6 times longer to process and report more complex crimes. We will be attacking this undertaking with a combination of Patrol Officers gathering more information and processing simple cases and Support Services doing more data entry on complex cases trying to minimize the impact to officer's scarce time in contact with the public and the resources available within the support services division.

Calls for service saw a significant increase over the previous two years in March and April, equaled last year's increase in May and June and were slightly down from a July 2014 but well above July 2015. Our citations issued are well above 2015 levels but still down from 2014, except for June, where 2014 saw a dip that 2016 did not. In broad terms: we have seen significant decreases in most crime categories but increases in those calls that relate to:

- Neighborhood disputes,
- Civil issues,
- Quality of life issues,
- Mental health calls,
- Camping calls (especially those that involve very old motor homes being used either in public parking lots or the right of way),
- Well checks for family members, or other service organizations, who believe their friends/family/clients have either physical or mental health problems that are causing imminent risk,
- Traffic complaints about aggressive, reckless, or impaired driving,

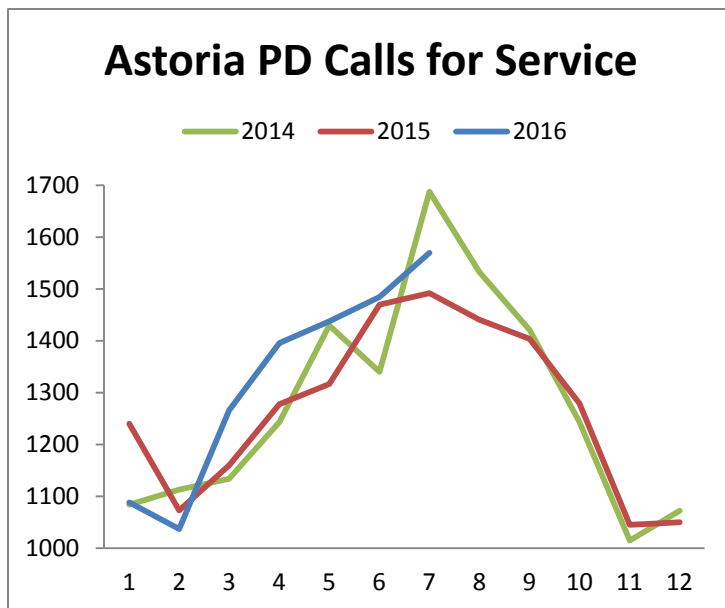


Chart 1
Calls for service 2014-2016

As part of our annual analysis of calls for service, we compared our staffing and call levels to those of other agencies locally. While we have always known that our per capita staffing was lowest in the County, we were shocked by what we found when we looked at total calls for service per police officer. This measure does not take into account what the assignment of the police officer is, just the fact that there is an authorized position for a sworn police officer. This year, Seaside PD has had significant staffing shortages and their number of police officers authorized is not representative of their actual police officers. Table 1 demonstrates the actual staffing levels compared to calls. The increased level of activity, given our staffing, is impacting our ability to engage in proactive activities and will almost certainly impair our continued community connection building activities. We need to staff most of our scheduled community engagement activities with off duty officers on overtime because on duty officers seldom have the discretionary time available to attend these activities.

Agency	Calls/ Officer	Officers
APD	953	16
SPD	770	19
WPD	744	11
CCSO	671	22.5
CBPD	492	7
GPD	135	3

Table 1
Calls for service per sworn officer

While focusing on our police officers to this point, it is important to remember we have two additional divisions of the department. Support Services has been dealing admirably with the increase in workload caused by the increase in activity. They have been laying the groundwork for the department in preparation for the change to ONIBRS. We are also seeing a substantial increase in requests for Public Records both from involved parties, their attorneys and from public data firms like Lexis-Nexis. Each of these requests is hand filled and frequently requires redaction to protect personal identifying information. This and duplicating media (audio, photographs, and video) requires 19 hours a week, in addition to all of the new case processing that is required.

Finally, our Dispatch Center. Dispatch has completed some significant projects in the last several months. We have led the region in both Text to 911 and Next Gen 911. These projects, piloting in the "small market" of Astoria 911 is a testament to the professionalism of the Department. The near future for projects is also aggressive for our dispatch center. While working on the special projects and training new dispatchers the Dispatch center has managed to handle almost 8,200 911 calls, 49,600 "administrative" or non 911 calls and now, 82 Text to 911 calls.



Brad Johnston
Chief of Police / Assistant City Manager




CITY OF ASTORIA

Founded 1811 • Incorporated 1856

August 31, 2016

MEMORANDUM

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

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

TRANSPORTATION

Street Ends Repair Project

- The City has just awarded a construction contract to Bergerson Construction for street end repair work.
- The repairs are underway and are planned to be complete by September 30th.
- The cost and extent of work this year is in excess of normal due to the poor condition of the structures and some critical structural elements reaching their design life.

FEMA Shoreline Stabilization Project

- The City will be receiving FEMA (75%) and possibly IFA (25%) funding for the repair of shoreline erosion along the Columbia River in 21 locations. The project is estimated to cost approximately \$130,000 and will be constructed in late fall due to an in-water work period that starts on November 1st.
- IFA has indicated that funding may not be available for the 25% FEMA match on this project due to a lack of funding. The 25% will be paid out of the Promote Astoria Fund if not reimbursed.

Irving Avenue: 19th Street Bridge Replacement

- Completion of final punch list items is underway.

Waterfront Bridges Replacement Project

- Project includes street end bridge structures at 6th through 11th Streets.
- OBEC Consulting Engineers was selected as the engineering consultant and the design effort is 30% complete.
- Construction is anticipated to span two winter seasons beginning Fall 2017. The current plan is to construct the odd numbered streets (7th, 9th & 11th) during the first year and the even number streets (6th, 8th & 10th) during the second year allowing each block access from one side at all times.

OR202: High School – Hanover Sidewalks (Astoria)

- The project consists of new sidewalk starting at the Astoria High School where a previous sidewalk project left off to Hanover Street.
- The City is working with ODOT to participate in a pilot program for Local Fund Exchange.
- ODOT will be providing an amendment to our current IGA.
- Construction is expected to take place in spring of 2018.

23rd Street/Franklin Ave. Access Management Project

- Construction is anticipated to start by the first week of September.
- The City will be coordinating with ODOT, CMH and the Contractor during construction.

Pedestrian Safety Enhancements

- UPDATE - Street Lights at 33rd Street & Highway 30 – The City will be working with engineering design consultant Otak, Inc. to finalize and implement the design.
- Public Works staff is working with Police staff to utilize the new portable speed reader to be used for speed enforcement and data collection in problem areas.
- UPDATE - ODOT's Downtown traffic signal upgrades (\$450,000 project budget) - Improvements include installing reflectorized backplates, pedestrian countdown timers, and signal controller upgrades. The project was moved to the 2015-2018 STIP due to project scoping changes. This means that the construction will most likely not take place until 2017. ODOT will provide a schedule update when it becomes available.

COMBINED SEWER OVERFLOW (CSO)

16th St. CSO Separation Project

- Construction on 14th St., 15th St., 17th St. and 18th St. is completed
- Construction on 16th St. will be substantially complete by mid-September

Next CSO Separation Project

- Staff will be starting on the planning of the next CSO project once the 16th Street Project is finalized. The next planned project is located in the vicinity of Marine Drive and Portway Street.
- Not construction will take place next year. Construction is not anticipated until 2018 or later.

SEWER

Pump Station No. 1 Upgrades Project

- Progressive Design Build contract awarded to Portland Engineering, Inc.
- Installation, testing and training was completed the week of August 22nd

7th & Astor Street Sanitary Sewer Improvement Project

- The City will be working with engineering design consultant Otak, Inc. on sanitary sewer configuration improvements near the intersection of 7th & Astor Street.
- Construction is anticipated for late Fall 2016.

WATER

Bear Creek Dam Seismic Stability Study

- Phase 2 of the Bear Creek Dam Seismic Analysis Project is complete. It has been determined that the existing dam is stable under both static and seismic conditions. Based on the results, the State Water Resources Engineer has stated that we will have no required structural improvements required for the dam and we have been removed from the States list of dams of seismic concern. This is very good news for the City and the ratepayers. There will be some additional work at the water system headworks to prevent future dam overtopping events but the costs of these improvements are small compared to the costs that would have been associated with a seismic retrofit of the dam structure. Future projects consist of repair to the main drainage piping for the dam, a probable maximum flow study for the watershed and an overflow weir to the east of the Bear Creek Reservoir. The City Engineer will also be updating the Bear Creek Dam Emergency Action Plan (EAP).

FEMA Pipeline Road Bank Stabilization Project

- The City will be receiving FEMA (75%) and IFA (25%) grant funds to pay for the project at an estimated amount of \$170,000. The project will go to Council at the September 19th meeting for authorization to award a construction contract.
- The project is estimated to take 6 weeks to construct.

Slow Sand Filter

- Engineering and Operations staff is engaged in ongoing efforts to optimize cleaning operations and appropriate methods of algae control in order to extend the life of the filter sand.
- Engineering design is underway for the next re-sanding project with an anticipated bid in December of 2016 with a one year construction period.

Spur 14 Water Line

- Notice-to-proceed has been issued for the project and the Contractor is currently working on submittal approval.
- Project completion is anticipated in Fall 2016.
- This project will provide a water source that will improve our ability to control water quality and manage our drinking water supply.

SANITATION

Landfill Closure

- Staff is continuing to work with the Oregon Department of Environmental Quality on post closure activities consisting of gas monitoring and groundwater monitoring. A final permit has been issued and staff is currently working on the final documents requirements for the site. Once all operation manuals are complete, staff will continue with annual reporting as required for the term of the post closure period.

FACILITIES

Fuel System Replacement Project

- The City is currently coordinating with the Contractor to approve submittals for the project.
- The project is anticipated to be completed by Fall 2016.

PUBLIC WORKS PLANNING

All planning efforts have been temporarily suspended at this time due to a lack of resources caused by an excessive work load. Development review, construction administration, code enforcement, complaints and other administrative duties have been preventing the advancement of planning efforts. Staff should have time to continue planning efforts after a busy construction season subsides.

Following is a list of some of the planning efforts that will take place when time permits.

- Asset management
- Trolley trestle repair planning
- Bond Street reopening project (following completion of possible urban renewal district expansion)
- GIS upgrades



Submitted By: _____

Ken P. Cook, Public Works Director



CITY OF ASTORIA
POLICE DEPARTMENT

August 22, 2016

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: FY 2016-2017 DISPATCH SERVICE AGREEMENTS

DISCUSSION/ANALYSIS

Enclosed are the following signed subscriber agreements for FY 2016-2017 for submission to Council for approval and signature.

Port of Astoria	\$ 3,096
Warrenton Police Department*	187,096
Clatsop County Sheriff's Office*	344,368
Elsie-Vinemapple RFPD	4,900
John Day-Fernhill RFPD	2,000
Knappa-Svenson RFPD	7,934
Lewis & Clark RFPD	5,356
Oregon State Department of Forestry	1,500
Olney-Walluski RFPD	2,824
Warrenton Fire Department and RFPD*	25,150
Westport-Wauna RFPD	2,256
City of Astoria PD/FD (APD-\$356,621/AFD-\$30,007)	386,628
Total	\$973,108

The passage of Senate Bill 1559 has allowed us to simplify our formula for allocating costs. In past years the formula for allocating costs of the Astoria Regional 9-1-1 Center was based on population, assessed value, and calls for service. SB 1559 now directs the associated 9-1-1 tax monies collected directly to the Public Safety Answering Point (9-1-1 Center) instead of the County. The tax revenue comes from the Center's allocation of funds collected by the State on every device capable of dialing 9-1-1. The Astoria 9-1-1 subscribers reached consensus that the annual tax collected will be deducted from the total amount the Center needs to collect for the fiscal year. The balance will then be divided by the total number of calls for service. Once the cost of a call for service is determined this figure will be multiplied by the number of calls for

each subscriber. All Agencies with the exception of the Clatsop County Sheriff's Office, The Port of Astoria, and the Oregon Department of Forestry also pay an annual Communications Equipment Infrastructure Maintenance fee of \$500 (as those listed entities have their own infrastructure). The total amount to be collected from all subscribers is the total Emergency Communications Fund budget minus the ending fund balance and any capital carry-over items. The subscribers have also agreed to raise the minimum fee from \$250 to \$1,500. This fee has not been adjusted in over ten years and the new amount better reflects the value of the services provided.

The City of Astoria will provide each agency with a copy of the proposed Emergency Communications Budget and the estimated breakdown of subscriber costs at the first regular meeting of the Subscriber's Board for the calendar year. Any affected agency will be advised of any changes to those estimates during the course of the budget process. Billings will be mailed to each agency at the beginning of the fiscal year.

(*) Indicates agencies have submitted original and one copy for signatures.

RECOMMENDATION

It is recommended that Council approve the Dispatch Service Agreements for FY 2016-2017.



Jeff Rusiecki, Emergency Comm. Mngr.

SAMPLE AGREEMENT

AGREEMENT FIRE DISPATCH SERVICES

THIS AGREEMENT is entered into on the 1st day of July, 2016 by and between OLNEY-WALLUSKI RURAL FIRE PROTECTION DISTRICT, hereinafter called "OLNEY-WALLUSKI RFPD", and the CITY OF ASTORIA, a municipal corporation and hereinafter called "Astoria," both of Clatsop County, Oregon.

OLNEY-WALLUSKI RFPD and Astoria enter into this agreement because the Astoria Police Radio Communications Center, hereinafter called "Dispatch Center", has the staff and facilities to provide emergency radio dispatch service to OLNEY-WALLUSKI RFPD, and OLNEY-WALLUSKI RFPD has the necessary funds to pay Astoria for services performed under this agreement.

Nothing in this agreement shall be interpreted to cause the City of Astoria to violate any rules and regulations set forth by the United States of America Federal Communications Commission.

I.

SERVICES TO BE PROVIDED BY ASTORIA

A. Basic Services

Astoria shall provide OLNEY-WALLUSKI RFPD with twenty-four (24) hour emergency dispatch service. This will include:

1. Answering service for OLNEY-WALLUSKI RFPD emergency incoming telephone lines;
2. Advising appropriate agency by means of radio of services requested by the public;
3. Answering radio calls for service and provide appropriate information to authorized personnel;
4. Maintaining a log of citizen-called-for services;
5. Providing teletype service to authorized personnel;
6. Provide communications equipment infrastructure maintenance for all equipment licensed by the FCC to Astoria 911 not including end user equipment.

Astoria shall retain control of its Dispatch Center Personnel and their performance of services under this agreement. All such personnel performing services for the City of Astoria pursuant to this agreement shall be Astoria employees.

II.

CONSIDERATION

- A. For the service provided by Astoria, OLNEY-WALLUSKI RFPD agrees to a cost of \$2,824 for the period of July 1, 2016 to June 30, 2017.

The sum \$2,824, payment due on September 30, 2016

OR

1. For the period from the 1st day of July, 2016 to the 30th day of September, 2016, the sum of \$706; payment due on September 30, 2016;
2. For the period from the 1st day of October, 2016 to the 31st day of December, 2016, the sum of \$706; payment due on December 31, 2016;
3. For the period from the 1st day of January, 2017 to the 31st day of March, 2017, the sum of \$706; payment due on March 31, 2017;

4. For the period from the 1st day of April, 2017 to the 30th day of June, 2017, the sum of \$706; payment due on June 30, 2017.

III.

LIABILITY INSURANCE

Each party to this agreement represents to the other that it will have in effect at all times during this agreement liability insurance coverage which covers all sums that each shall be legally obligated to pay as damages for liability under the Oregon Revised Statutes 30.260 to 30.300, the Oregon Tort Claims Act.

IV.

TELEPHONE LINES

OLNEY-WALLUSKI RFPD shall assume all costs for installation, maintenance, repair or rental for all emergency telephone lines originating from OLNEY-WALLUSKI RFPD.

V.

TERM OF CONTRACT

This contract shall be effective from July 1, 2016 to June 30, 2017 and may be modified or renewed upon the consent of both parties. This contract may be terminated at any time by either party provided that the terminating party gives the other party at least ninety (90) days written notice.

VI.

ATTORNEY 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.

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

CITY OF ASTORIA

OLNEY-WALLUSKI RURAL FIRE PROTECTION
DISTRICT

By _____
Arline LaMear, Mayor

By Robert J. McLellan Board President
Robert J. McLellan

By _____
Brett Estes, City Manager

By Tom Savage Board Secretary/
Tom Savage Treasurer

APPROVED AS TO FORM

[Signature]
Astoria City Attorney



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

Date: August 23, 2016

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: **AUTHORIZE SOLID WASTE ENGINEERING CONSULTANT SERVICES –
FORMER ASTORIA LANDFILL**

DISCUSSION/ANALYSIS

After many years of working diligently on accomplishing the closure of the old City Landfill, the landfill is now officially closed. The Oregon Department of Environmental Quality (DEQ) issued a closure permit to the City on December 10, 2015. The permit outlines post-closure tasks that must be completed by various deadlines. Staff has asked our solid waste consultant, Maul Foster & Alongi, Inc. (MFA), to provide a scope of work to assist us with the work required BY DEQ up to June 30, 2017 (the current fiscal year).

The following is an outline of the tasks included in the scope of work:

Task 1 - Annual Environmental Monitoring Report (\$5,650) - DEQ's Solid Waste Closure Permit Number 118 for Astoria Landfill requires an Annual Environmental Monitoring Report be submitted by February 15 of every year. This report will summarize the data collection activities at the site and compare data results to permit-specific concentration limits. The scope also includes data review and coordinating with DEQ on split sampling. The report will follow DEQ reporting standards and be prepared and stamped by a Registered Geologist in the State of Oregon.

Task 2 - Annual Post-Closure Status and Financial Assurance Recertification Report (\$3,170) - MFA will provide the City support with reporting the post-closure status of the landfill and in certifying financial assurance, which are to be submitted to DEQ by September 15 of each year. The landfill post-closure status report will document activities undertaken to implement the post-closure plan and will describe any corrective actions that have taken place over the past year. The City submitted draft Financial Assurance documents to DEQ in June 2016, satisfying the requirement for the current year. MFA will provide assistance to the City in responding to limited DEQ comments on the draft documentation.

Task 3 - Operation, Monitoring, and Maintenance Plan (\$7,290) - DEQ's Solid Waste Closure Permit for the Landfill requires an Operation, Monitoring, and Maintenance Plan (OMMP) be submitted by December 9, 2016. This plan has been prepared in draft form and is currently under revision to incorporate the requirements of the final closure permit in addition to comments on the Environmental Monitoring Plan and the Baseline Environmental Assessment Report, which will become attachments to the final OMMP. The City has also requested an organizational index of annual landfill obligations for monitoring, maintenance, and reporting, which will be provided to the City as a separate deliverable.

Task 4 - On Call Consultation (\$3,250) - MFA will provide continued landfill consultation (engineering and environmental science) to the City, as requested. The effort may include responding to minor DEQ comments on the previously submitted Environmental Monitoring Plan and Baseline Environmental Assessment.

The work in the amount of \$19,360.00 will be funded through the Sanitation Fund.

The attached contract has been reviewed and approved as to form by City Attorney Blair Henningsgaard.

RECOMMENDATION

It is recommended that City Council execute a contract with Maul Foster Alongi for a total not-to-exceed amount of \$19,360.00 for solid waste engineering services for the Landfill Closure Project.

Submitted By



Ken Cook, Public Works Director

Prepared By

JEFF HARRINGTON



Jeff Harrington, City Engineer

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

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 Maul Foster & Alongi, Inc. (MFA), 400 East Mill Plain Blvd., Suite 400, Vancouver, WA 98660 hereinafter called "CONSULTANT", duly authorized to perform such services in Oregon.

W I T N E S S E T H

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

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

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

1. CONSULTANT SERVICES

- A. CONSULTANT shall perform professional services, as outlined in the Attachment A, to the City of Astoria pertaining to the Post Closure of the Astoria Landfill.
- B. Consultant's services are defined solely by this Contract and its attachment and not by any other contract or agreement that may be associated with this project.
- C. The CONSULTANT'S services shall be performed as expeditiously as is consistent with professional skill and the orderly progress of work. All work shall be completed no later than June 30, 2017.

2. COMPENSATION

- A. The CITY agrees to pay CONSULTANT a total not to exceed \$19,360.00 for performance of those services provided herein;
- B. The CONSULTANT will submit monthly billings for payment which will be based upon the percentage of work completed in each of the categories listed in the scope of work. Said progress billings shall be payable within 30 days of receipt by City.
- C. CITY certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract.

3. CONSULTANT IDENTIFICATION

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

4. CITY'S REPRESENTATIVE

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

5. CONSULTANT'S REPRESENTATIVE

For purposes hereof, the CONSULTANT'S authorized representative will be Erik Bakkom, PE Senior Engineer, Maul Foster & Alongi Incorporated.

6. CITY'S OBLIGATIONS

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

7. CONSULTANT IS INDEPENDENT CONSULTANT

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

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

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

8. CANCELLATION FOR CAUSE

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

9. ACCESS TO RECORDS

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

10. FORCE MAJEURE

Neither CITY nor CONSULTANT shall be considered in default because of any delays in completion of responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the party so 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 CONSULTANT of any of the terms of this Contract or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.

12. ATTORNEY'S FEES

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

13. APPLICABLE LAW

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

14. CONFLICT BETWEEN TERMS

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

15. INDEMNIFICATION

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

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

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

16. INSURANCE

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

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

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

C. Additional Insured. The liability insurance coverage shall include CITY and its officers and employees as Additional Insured but only with respect to CONSULTANT'S activities to be performed under this Contract. Coverage will be primary and non-contributory with any other

insurance and self-insurance. Prior to starting work under this Contract, CONSULTANT shall furnish a certificate to CITY from each insurance company providing insurance showing that the CITY is an additional insured, the required coverage is in force, stating policy numbers, dates of expiration and limits of liability, and further stating that such coverage is primary and not contributory.

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

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

17. CITY'S BUSINESS LICENSE

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

18. WORKMEN'S COMPENSATION

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

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

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

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

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

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

20. NONDISCRIMINATION

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

21. PAYMENT OF MEDICAL CARE

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

22. OVERTIME

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

23. USE OF ENGINEER'S DRAWINGS AND OTHER DOCUMENTS

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

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

24. STANDARD OF CARE

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

25. NO THIRD PARTY BENEFICIARIES

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

26. ASSIGNMENT

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

27. SEVERABILITY AND SURVIVAL

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

28. COMPLETE CONTRACT

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

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

Approved as to form:

Digitally signed by
com.apple.idms.appleid.prd.493175667654a3
8677541445465932e744c354e773c3d
DN:
c=com.apple.idms.appleid.prd.4931756676
d=838677541445465932e744c354e773c3d
Date: 2016.07.28 15:22:19 -0800

Attorney

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

BY: _____
Mayor Date

BY: _____
City Manager Date

BY: _____
Consultant Date

ATTACHMENT A

MFA WORK ORDER AUTHORIZATION

Between Maul Foster & Alongi, Inc. (MFA) and City of Astoria (Client).

The work is authorized under a City of Astoria Contract for Personal Services, dated _____, 2016.

MFA Project Number: P0097.02.07

Work Order Number: 01

Project Name: City of Astoria Landfill – Post Closure Assistance 2016-2017

Project Location: 1790 Williamsport Road, Astoria, Oregon

SCOPE OF WORK

Task 1, Annual Environmental Monitoring Report. DEQ's Solid Waste Closure Permit Number 118 for Astoria Landfill requires an Annual Environmental Monitoring Report be submitted by February 15 of every year. This report will summarize the data collection activities at the site and compare data results to permit-specific concentration limits. The scope also includes data review and coordinating with DEQ on split sampling. The report will follow DEQ reporting standards and be prepared and stamped by a Registered Geologist in the State of Oregon.

Task 2, Annual Post-Closure Status and Financial Assurance Recertification Report. MFA will provide the City support with reporting the post-closure status of the landfill and in certifying financial assurance, which are to be submitted to DEQ by September 15 of each year. The landfill post-closure status report will document activities undertaken to implement the post-closure plan and will describe any corrective actions that have taken place over the past year. The City submitted draft Financial Assurance documents to DEQ in June 2016, satisfying the requirement for the current year. MFA will provide assistance to the City in responding to limited DEQ comments on the draft documentation.

Task 3, Operation, Monitoring, and Maintenance Plan. DEQ's Solid Waste Closure Permit for the Landfill requires an Operation, Monitoring, and Maintenance Plan (OMMP) be submitted by December 9, 2016. This plan has been prepared in draft form and is currently under revision to incorporate the requirements of the final closure permit in addition to comments on the Environmental Monitoring Plan and the Baseline Environmental Assessment Report, which will become attachments to the final OMMP. The City has also requested an organizational index of annual landfill obligations for monitoring, maintenance, and reporting, which will be provided to the City as a separate deliverable.

Task 4, On Call Consultation. MFA will provide continued landfill consultation (engineering and environmental science) to the City, as requested.

SCHEDULE OF WORK

MFA will begin work within 7 days of receiving authorization to proceed. Estimated time for completion is June 30, 2017.

ESTIMATED COST OF WORK

The estimated cost to complete the scope of work is \$19,360. This amount will not be exceeded without City approval.

This cost estimate does not represent a lump sum. MFA bills on a time and materials basis. MFA may apply money from one task to another to complete the scope of work.

**Estimated Budget
City of Astoria Landfill - Post Closure Assistance
FY 2016-2017**

Task	Maul Foster & Alongi, Inc.			Subcontractors	Total
	Hours	Labor	Direct		
1 Annual Environmental Monitoring Report	49	\$5,350	\$300	\$0	\$5,650
2 Annual Post-Closure and Financial Assurance Recertification	22	\$2,970	\$200	\$0	\$3,170
3 Operation, Monitoring, and Maintenance Plan	57	\$6,990	\$300	\$0	\$7,290
4 On Call Consultation	20	\$2,950	\$300	\$0	\$3,250
Total Estimated Cost					\$19,360



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

Date: August 25, 2016

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: **AUTHORIZE LANDFILL NOTICE OF REAL PROPERTY**

DISCUSSION/ANALYSIS

As a condition of the City landfill closure permit issued by the Oregon Department of Environmental Quality (DEQ), the City is required to record with the County a Notice of Real Property documenting the extent of the garbage within the closed landfill property. The intent of the document is to record in the public record the presence of the garbage for any potential future landowners. Since the City has no intentions of selling the property and we have existing leases with Recology, the County, and the Astoria School District, it is considered more of a housekeeping measure to stay in compliance with DEQ requirements. This will have no impact on the existing Sports Complex, Recology, or the future County Household Hazardous Waste Facility. All facilities have been, or will be, constructed with DEQ oversight and the garbage presence taken into consideration.

The attached Notice of Real Property has been prepared and approved by the City Attorney, Blair Henningsgaard. It has also been reviewed and approved by the Oregon DEQ representative assigned to oversee our permit.

RECOMMENDATION

It is recommended that the City Council authorize the Mayor to sign the Notice of Real Property, documenting the presence of municipal waste on the former landfill property. The notice will be recorded at the County after City Council approval.

Submitted By


Ken P. Cook, Public Works Director

Prepared By

 
Jeff Harrington, City Engineer

After Recording Return to:
City of Astoria Public Works
1095 Duane Street
Astoria, OR 97103

NOTICE OF REAL PROPERTY
INCLUDING A CLOSED LANDFILL

The City of Astoria, Oregon, pursuant to ORS 459.268, OAR 340-94-0130(1) (a), and the Department of Environmental Quality Solid Waste Disposal Site Closure Permit No. 118, hereby gives notice that the real property described on the attached Exhibit "A", includes the closed City of Astoria Landfill.

The City of Astoria Landfill footprint was surveyed and is displayed on the attached Exhibit "B".

The City of Astoria further declares that said closed City of Astoria Landfill contains municipal solid waste from Clatsop County, Oregon. The landfill was filled and closed in 1986.

Arline LaMear
Mayor City of Astoria

STATE OF OREGON)
) ss.
County of Clatsop)

This instrument was acknowledged before me on August __ 2016 by Arline LaMear, as Mayor City of Astoria.

Notary Public for Oregon
My Commission Expires: _____



Hanmi Global Partner

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

**Legal Description of
Williams Port Landfill Boundary**

For City of Astoria

August 9, 2016

A parcel of land in the Southwest quarter of Section 16, Township 8 North, Range 9 West, Willamette Meridian and Southeast quarter of Section 17, Township 8 North, Range 9 West, Willamette Meridian, more particularly described as follows:

(The following courses are on a Grid bearing Oregon North State Plane Coordinate System, North American Datum 1983.)

Commencing at the northeast corner of Central Astoria a recorded subdivision in the City of Astoria, County of Clatsop, State of Oregon;

thence South 00°00'00" West, 1821.43 feet;

thence North 90°00'00" East, 1893.42 feet;

thence North 51°52'04" West, 198.62 feet to the **True Point of Beginning** (said point bears N 90°00'00" West 332.54 feet and South 00°00'00" West 269.77 feet from a 3 1/4" aluminum cap at the One Quarter Corner common to Sections 16 and 17, T 8N, R 9W, W.M. as shown on survey B-13155 Clatsop County Survey Records);

thence South 74°11'51" East, 10.99 feet;

thence South 84°55'51" East, 96.09 feet;

thence South 87°37'16" East, 208.06 feet;

thence North 40°50'49" East, 28.17 feet;

thence North 57°08'24" East, 74.34 feet;

thence North 60°16'58" East, 47.17 feet;

thence North 66°11'59" East, 58.68 feet;

Landfill Boundary – City of Astoira

Page 2
May 16, 2016

thence North $79^{\circ}26'21''$ East, 60.50 feet;

thence North $70^{\circ}38'48''$ East, 47.04 feet;

thence South $83^{\circ}17'32''$ East, 45.83 feet;

thence South $59^{\circ}45'05''$ East, 35.52 feet;

thence South $33^{\circ}41'55''$ East, 28.05 feet;

thence South $16^{\circ}36'51''$ East, 20.77 feet;

thence South $11^{\circ}16'27''$ East, 29.98 feet;

thence South $21^{\circ}04'06''$ West, 25.68 feet;

thence South $17^{\circ}59'34''$ East, 73.44 feet;

thence South $26^{\circ}02'12''$ East, 52.98 feet;

thence along a 70.00 foot circular curve to the right, through a central angle of $19^{\circ}56'49''$ (the chord of which bears South $16^{\circ}03'48''$ East, 24.25 feet);

thence South $06^{\circ}05'23''$ East, 22.43 feet;

thence South $09^{\circ}08'50''$ East, 125.03 feet;

thence South $11^{\circ}16'09''$ East, 103.00 feet;

thence South $02^{\circ}31'32''$ East, 46.55 feet;

thence along a 20.00 foot circular curve to the right, through a central angle of $53^{\circ}11'10''$ (the chord of which bears South $24^{\circ}04'03''$ West, 17.91 feet);

thence South $50^{\circ}39'38''$ West, 71.93 feet;

thence South $49^{\circ}48'12''$ West, 50.76 feet;

thence South $56^{\circ}13'12''$ West, 42.70 feet;

thence South $50^{\circ}48'53''$ West, 74.55 feet;

Landfill Boundary – City of Astoiria

Page 3
May 16, 2016

thence South 40°27'18" West, 61.68 feet;
thence South 09°19'56" West, 69.83 feet;
thence South 19°28'00" West, 29.17 feet;
thence North 78°31'20" West, 26.13 feet;
thence South 81°21'03" West, 18.62 feet;
thence South 64°37'51" West, 34.54 feet;
thence South 54°33'19" West, 32.42 feet;
thence North 78°35'28" West, 18.56 feet;
thence North 66°00'04" West, 24.90 feet;
thence North 60°33'04" West, 24.00 feet;
thence North 60°37'05" West, 129.22 feet;
thence North 44°21'00 West, 174.53 feet;
thence North 08°37'31" East, 54.01 feet;
thence North 76°55'40" West, 33.16 feet;
thence North 53°44'28" West, 23.26 feet;
thence North 33°43'11" West, 18.95 feet;
thence North 29°46'22" West, 33.90 feet;
thence North 25°59'59" West, 45.60 feet;
thence North 14°56'51" West, 32.63 feet;
thence North 10°11'12" West, 41.64 feet;
thence North 01°07'28" West, 53.61 feet;

Landfill Boundary – City of Astoria

Page 4
May 16, 2016

thence North 02°14'54" East, 53.64 feet;

thence North 04°33'35" East, 57.55 feet;

thence North 28°28'12" West, 17.50 feet;

thence North 58°44'46" West, 77.93 feet;

thence along a 28.00 foot radius circular curve to the right, through a central angle of 97°54'43" (the chord of which bears North 09°47'24" West, 42.24 feet);

thence North 39°09'58" East, 81.97 feet to the **True Point of Beginning**.

Containing 11.21 acres more or less.

Situated in the Southwest quarter of Section 16, and the Southeast quarter of Section 17, Township 8 North, Range 9 West, W.M., City of Astoria, County of Clatsop, State of Oregon

Bearings based on Oregon state Plane Coordinate System North Zone NAD83(Cors11).



RENEWAL DATE: DEC. 31, 17

OREGON STATE PLANE COORDINATE SYSTEM, NORTH ZONE
(3801), NAD83 (11), EPOCH 2010.00, GRID NORTH, GRID
COORDINATES, INTERNATIONAL FEET, O.R.G.N. BASE STATION
SEAS (SEASIDE), LATITUDE: N 43-59-03.19507, LONGITUDE:
W 123-55-20.68371, ELLIPSOID HEIGHT -11.705 M

② INDICATES 5/8" X 30" REBAR WITH YELLOW PLASTIC CAP MARKED "OTAK INC.", PER MAP B-13155.

) INDICATES CALCULATED POSITION OF MONUMENT NOT TIED.
) INDICATES RECORD VALUE PER BOARD OF COUNTY COMMISSIONERS
 FOR CLATSOP COUNTY, RESOLUTION AND ORDER DOCUMENT NUMBER
 2011-04022, DATED APRIL 24, 2014.
 NO () INDICATES MEASURED VALUE

① FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "CLAYSON CO. SURVEYOR" INSIDE A 2" O.D. PIPE IN A MONUMENT WELL. SET PER AA-9423. HELD AS NORTHWEST CORNER CENTRAL ASTORIA.

FOUND BRASS TACK IN LEAD PLUG. CITY OF ASTORIA ENGINEERS MONUMENT. HELD FOR NORTH LINE OF CENTRAL ASTORIA. SEE CITY OF ASTORIA ENGINEERS MAPS AND MAP A-4981.

FOUND 3-3/4" ALUMINUM CAP STAMPED "STATE OF OREGON
DEPARTMENT OF FORESTRY TBN RSW 1/4 516 1 517 1996 LS
1979". SET PER MAP B-10264. HELD A QUARTER CORNER.
NOTE: ALL BEARING TREES NOTED ON MAP B-10284 BLOWN
DOWN.

THE PURPOSE OF THIS EXHIBIT MAP IS TO SHOW THE BOUNDARY OF THE LIMITS OF THE CITY OF ASTORIA LANDFILL. SAID BOUNDARY WAS PROVIDED BY MAUL FOSTER ALONG, AND WILL BE USED TO ACCOMPANY A LEGAL DESCRIPTION FOR THE CLOSURE OF THE LANDFILL SITE.

THE BOUNDARY OF THE LIMITS OF THE CITY OF ASTORIA LANDFILL WAS DETERMINED BY HOLDING RECORD LEASE BEARINGS AND MONUMENTS TO THE SOUTHEAST NORTHEAST CORNER OF CENTRAL ASTORIA SUBDIVISION. THE BOUNDARY OF THE CITY OF ASTORIA LANDFILL WAS DETERMINED BY HOLDING FOUND MONUMENTS TO THE SOUTHWEST CORNER OF CENTRAL ASTORIA PER C&P A-9423 AND FOUND MONUMENT 07020.

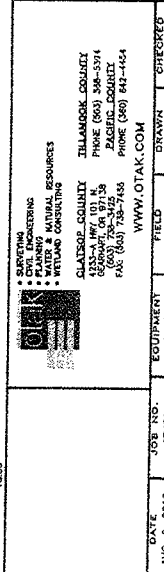


EXHIBIT FOR:

CITY OF
ASTORIA
ANDBILL CLOSURE

SW 1/4 SECTION 16, T8N, R9W, W.M. AND
SE 1/4 SECTION 17, T8N, R9W, W.M.
CLATSOP COUNTY

REGISTERED
PROFESSIONAL
LAND SURVEYOR

DALE N. BARRETT
JULY 16, 1982
OREGON
1979


1979
NEWS: DECEMBER 31, 2017



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

Date: August 25, 2016

MEMORANDUM

TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: **AUTHORIZE RECOLOGY LEASE AMENDMENT**

DISCUSSION/ANALYSIS

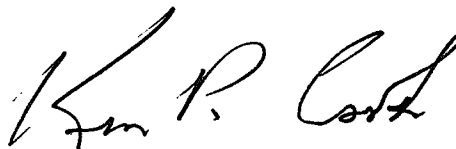
On September 19, 2011 the City of Astoria and Recology, then known as Western Oregon Waste Inc., entered into a ground lease for the property where the transfer station is located. The current lease area is 4.44 acres as shown on Exhibit A of the lease amendment. As a result of the construction of the Astoria Sports Complex; the corresponding sports complex lease to the Astoria School District; and the lease to the County for the proposed Household Hazardous Waste facility, the existing lease area for Recology needed to be adjusted. City staff worked with Recology on the adjustments to make sure that any of the proposed changes did not impact their operation and future plans. The revised lease area as shown on the attached map in Exhibit B of the lease amendment is 4.23 acres. The revisions do not affect any of the other terms of the existing lease that will remain in full force and effect.

The attached lease amendment has been prepared and approved as to form by the City Attorney, Blair Henningsgaard.

RECOMMENDATION

It is recommended that City Council authorize the Mayor to sign the Lease Amendment for the Recology transfer station located at the Astoria Landfill Property.

Submitted By



Ken P. Cook, Public Works Director

Prepared By



Jeff Harrington, City Engineer

FIRST AMENDMENT TO GROUND LEASE

BETWEEN: The City of Astoria (“City”)
 1095 Duane St.
 Astoria, Oregon 97103

AND: Recology Western Oregon, Inc., formerly
known as Western Oregon Waste, Inc (“Recology”)
1790 Williamsport Road
Astoria, Oregon 97103

EFFECTIVE
DATE: September , 2016

RECITALS

On September 19, 2011 City and Recology, then known as Western Oregon Waste Inc. entered into a Ground Lease for the property described on the attached Exhibit "A."

During the ensuing years, City and Recology have partnered to close the former landfill and create a high school sports complex on the site of that former landfill.

This amendment modifies the description of the property leased by City to Recology in order to accommodate closure of the landfill and construction of the sports complex.

City and Recology hereby agree as follows:

1. Premises. The premises described in the Ground Lease dated September 19, 2011 between City and Recology is hereby amended to include only that property described on the attached Exhibit “B.”

2. No Further Changes. Except as modified herein the Ground Lease dated September 19, 2011 between City and Western Oregon Waste, now known as Recology shall remain in full force and effect.

City

Recology

By: _____
Name: _____
Title: _____
Address: _____

By: _____
Name: _____
Title: _____
Address: _____

Fax No.: _____

Fax No.: _____

Date: 2016

Date: 2016



4253-a highway 101 north • seaside, oregon 97138
(503) 738-3425 • fax (503) 738-7455
www.hlb-otak.com

**Legal Description
for
Western Oregon Waste
of Clatsop County Transfer and Disposal
Site Lease Parcel**

August 31, 2011

A parcel of land in the Southeast quarter of Section 17, Township 8 North, Range 9 West, Willamette Meridian, more particularly described as follows:

Commencing at the northeast corner of Central Astoria a recorded subdivision in the City of Astoria, County of Clatsop, State of Oregon;

thence South, 1821.43 feet;

thence East, 1893.42 feet to the True Point of Beginning;

thence North 34°44'12" East, 107.72 feet;

thence North 39°26'45" East, 113.92 feet;

thence North 11°31'13" East, 67.83 feet;

thence North 60°12'33" East, 73.08 feet;

thence South 78°09'36" East, 118.55 feet;

thence South 11°50'24" West, 59.65 feet;

thence South 40°59'49" East, 189.65 feet;

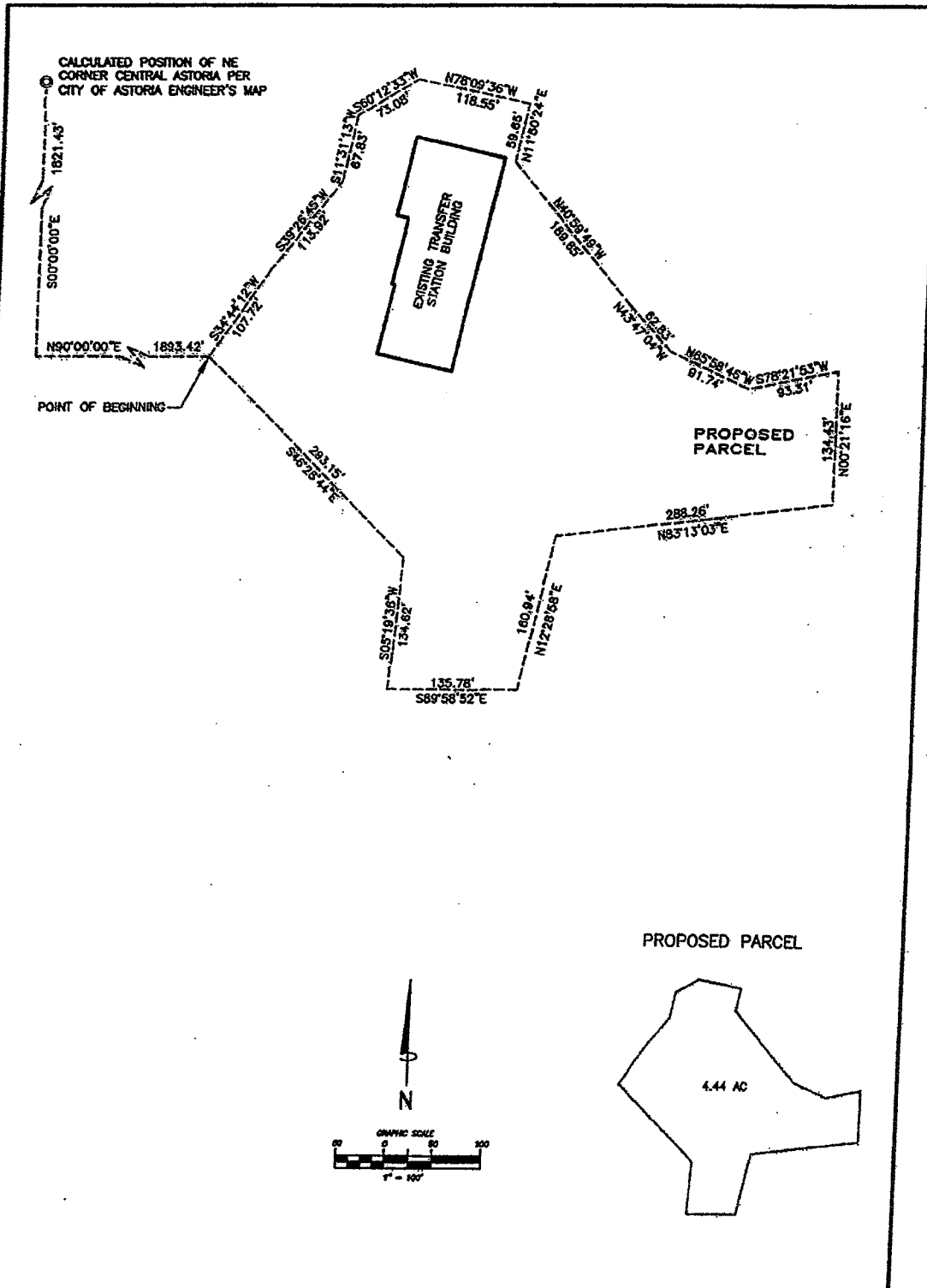
thence South 43°47'04" East, 62.83 feet;

thence South 65°58'46" East, 91.74 feet;

thence North 78°21'53" East, 93.31 feet;

thence South 00°21'16" West, 134.43 feet;

thence South 83°13'03" West, 288.26 feet;



S57072AB190.DWG

EXHIBIT MAP FOR:

W. OREGON WASTE
 EXHIBIT MAP TO ACCOMPANY
 LEGAL DESCRIPTION, TRANSFER AND
 DISPOSAL SITE LEASE PARCEL

SE 1/4 SECTION 17, T8N, R9W, W.M.
 CITY OF ASTORIA, CLATSOP COUNTY, OREGON

HLB
 • SURVEYING
 • CIVIL ENGINEERING
 • PLANNING
 • WATER RIGHTS
 • WETLAND CONSULTING
CLATSOP COUNTY
 4223-A HWY 101 N.
 GASTRO, OR 97130
 (503) 738-3425
 FAX: (503) 738-7455
PACIFIC COUNTY
 1715-B N. PACIFIC AVE
 LONG BEACH, WA 98631
 (360) 642-1454
 FAX: (360) 642-4034
JILLAMOOK COUNTY
 30405 NEWI-ONE-NE CRK RD
 MANZANITA, OR 97130
 (503) 368-5364
 FAX: (503) 368-5847
 WWW.HLB-OTAK.COM

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

Dale N. Barrett
 OREGON
 JULY 16, 1982

DALE N. BARRETT
 1978

RENEWAL DATE DECEMBER 31, 2011

DATE
 AUGUST 23, 2011

JOB NO.
 67072A

EQUIPMENT
 G.600/RB/TSC2

FIELD
 DJY/FBH

DRAWN
 WML/CDG

CHECKED
 DNB



HanmiGlobal Partner

4253-a highway 101 n | seaside, oregon 97138
503.738.3425 | fax 503.738.7455
www.otak.com

**Legal Description
for
Recology (formerly Western Oregon Waste)
of City of Astoria Transfer and Disposal
Site Lease Parcel**

May 16, 2016

A parcel of land in the Southeast quarter of Section 17, Township 8 North, Range 9 West, Willamette Meridian, more particularly described as follows:

(The following courses are on a Grid bearing Oregon North State Plane Coordinate System, North American Datum 1983.)

Commencing at the northeast corner of Central Astoria a recorded subdivision in the City of Astoria, County of Clatsop, State of Oregon;

thence South, 1821.43 feet;

thence East, 1893.42 feet to the **True Point of Beginning** (said point bears N 90°00'00" West 488.77 feet and South 00°00'00" West 376.05 feet from a 3 1/4" aluminum cap at the One Quarter Corner common to Sections 16 and 17, T 8N, R 9West, W.M. as shown on survey B-13155 Clatsop County Survey Records);

thence North 34°44'12" East, 107.72 feet;

thence North 39°26'45" East, 113.92 feet;

thence North 51°49'58" East, 84.40 feet;

thence South 78°09'36" East, 118.55 feet;

thence South 11°50'24" West, 7.94 feet;

thence South 40°59'49" East, 189.65 feet;

thence South 43°47'04" East, 144.97 feet;

thence South 50°50'42" West, 221.62 feet;

thence South 14°22'27" West, 139.26 feet;

thence North 89°58'52" West, 244.38 feet;

thence North 30°09'16" West, 92.73 feet;

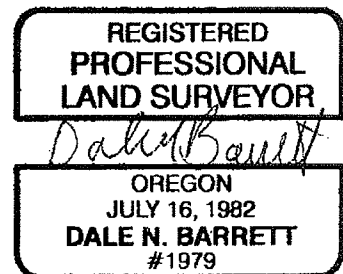
thence North 43°33'16" East, 100.00 feet;

thence North 32°34'39" West, 205.72 feet to the **True Point of Beginning**.

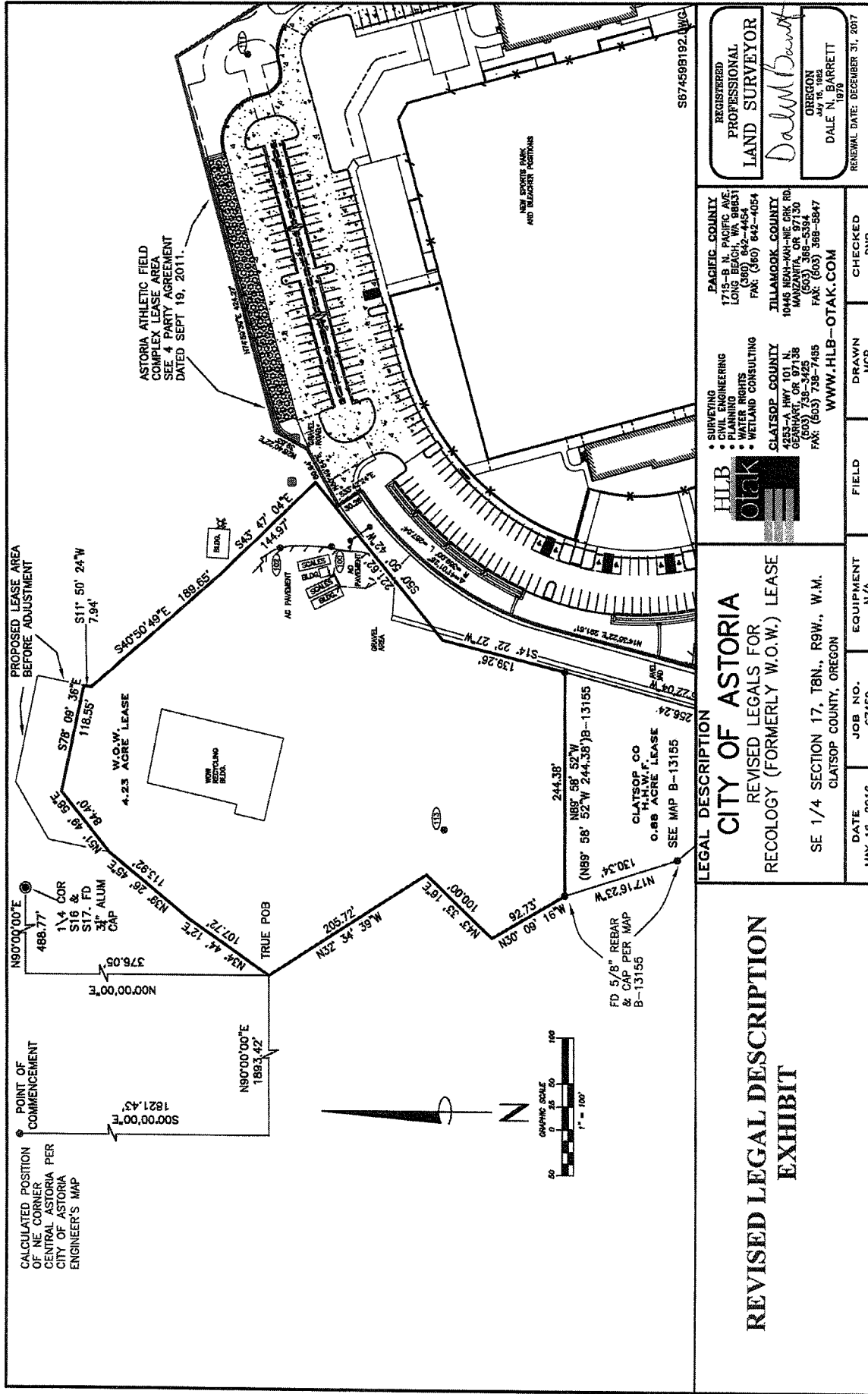
Containing 4.23 acres more or less.

Together with and subject to a 20 wide road easement as described in Book 670, Page 877, Clatsop County Deed Records, said easement calls the location as being on the present existing roadway.

Bearings based on Oregon state Plane Coordinate System North Zone NAD83(Cors11).



RENEWAL DATE: DEC. 31, 17





CITY OF ASTORIA

Founded 1811 • Incorporated 1856

August 15, 2016

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: LEGAL SERVICES AGREEMENT

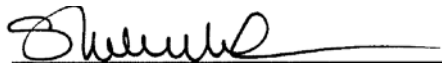
DISCUSSION/ANALYSIS

A revised agreement for legal services between Blair Henningsgaard and the City of Astoria is attached. The date of the agreement being replaced is December 20, 2010. The compensation section includes an increase of \$3,000 from \$84,000 to 87,000 for services from that date forward. Services for non-routine matters will increase \$10 per hour from \$180 per hour to \$190 per hour. There are no other changes in the agreement.

The Fiscal Year 2015-2016 budget includes an increase from the prior year and includes \$87,000 for legal services in the City Attorney department of the General Fund.

RECOMMENDATION

It is recommended that council approve the revised agreement.

By: 
Susan Brooks, Director of Finance
and Administrative Services

LEGAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2016 by and between the CITY OF ASTORIA, hereinafter referred to as "City" and BLAIR HENNINGSGAARD, Attorney at Law, hereinafter referred to as "City Attorney".

WITNESSETH:

That for and in consideration of the mutual covenants and promises between the parties hereto and the payment hereinafter to be made, it is hereby agreed as follows:

SECTION A – LEGAL SERVICES:

1) As routine services, City Attorney will:

- Advise City officials on matters relating to City business;
- Attend City Council, and Planning Commission, Historic Landmark Commission and Design if requested.
- Review Committee meetings.
- Perform functions of the City Prosecutor in municipal court.
- Prepare and review ordinances, resolutions, contracts, agreements, leases, deeds and related documents;
- Review current state and federal legislation and/or litigation as such may relate to the City and advise City officials thereon;
- Upon request, provide legal opinions on matters relating to City activities;
- Upon request, participate in the development of staff recommendations for action by the City Council;
- Advise and participate in code enforcement activities in municipal court;
- Make recommendations for updating existing City codes, resolutions and other policies and practices;
- Represent City in intergovernmental relations as appropriate;
- Attend City staff and/or department head coordination meetings, if requested;
- Maintain appropriate records and files;
- Perform related duties as necessary;
- Administer and coordinate annexations;
- Assist in elections;

2) As non-routine services, City Attorney will represent City in:

- Circuit Court actions, including threatened litigation;
- Proceedings before the Oregon Supreme Court, Court of Appeals and Land Use Board of Appeals;
- Proceedings before state and federal agencies.

- 3) Services performed by Attorney for City do not include:
- (A) Participation as a member of the management team and employment
 - Negotiations for wages, benefits and working conditions or staff support to the city manager on labor relations.
 - (B) Work involving bond issues.
 - (C) Any litigations arising out of sewer construction funds and redemption of sewer bonds wherein the services of bond counsel, at the time of the issuance of the bonds, shall become necessary.
 - (D) Areas of special expertise requiring outside counsel as the parties may mutually agree.

SECTION B – COMPENSATION

City shall pay to Attorney for routine services rendered in accordance herewith, a fee based upon an annual sum of \$87,000 which will be paid monthly in the amount of \$7,250. Services for non-routine matters will be billed at \$190 per hour. Billing for non-routine services and costs will be as incurred.

City shall be responsible for all out-of-pocket costs involved in Attorney's representation of City for both routine and non-routine matters. "Out-of-Pocket" costs include filing and recording fees, long distance phone calls, court reporter expenses, process service fees, mileage outside the City of Astoria, arbitration fees and costs, title company services, fax, postage charges, etc. Attorney will endeavor to have major copy work done at city hall by city staff. Mileage would be billed at the Internal Revenue Service rate.

Legal materials purchased by the City become city property unless other arrangements are made at the time of purchase.

SECTION C- CONFLICTS

In the event of a conflicts of interest in providing routine services, Attorney shall arrange for substitute counsel and shall be responsible for the compensation of the substitute counsel up to and including the first \$1,000.00 of such fees per fiscal year. If amounts for outside counsel exceed \$1,000.00 during the fiscal year, then City will pay the remaining one-half. In the event of conflicts of interest regarding non-routine services, Attorney shall assist City in arranging for suitable counsel and City shall be responsible for compensation of other counsel.

SECTION D – REPORTS

If requested, Attorney will report services with percentages or hours allocated to each department quarterly, broken down by month.

SECTION E – MUNICIPAL LAW LEGAL EDUCATION

City will pay the usual and reasonable expenses for City Attorney to attend the League of Oregon Cities / Oregon City Attorneys Association annual meeting and either the Oregon State Bar Government Law Section Annual Meeting or the OCAA Fall CLE.

SECTION F – REQUIRED CLAUSES

Professional Service Contracts now are encompassed within the state public contracting law. Therefore, the parties incorporate by this reference the clauses required by the following statutes:

ORS 279B. 220 – Conditions concerning payment, contributions, liens, withholding.

ORS 279 B.230 – Condition concerning payment for medical care and providing worker's compensation.

ORS 279 B.235 – Condition concerning hours of labor.

SECTION G – EFFECTIVE DATE – TERM

This agreement will be effective August 1, 2016 and shall continue until terminated.

SECTION H – TERMINATION

This contract shall be terminable by either party upon the giving of 90 days written notice.

SECTION I – REVIEW.

From time to time, the parties may review the working relationship and compensation, with particular emphasis on access to Attorney by City.

CITY OF ASTORIA

ATTORNEY

By: _____
Arline LaMear, Mayor

By: _____
Blair Henningsgaard

Attest: _____
Brett Estes, City Manager



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

August 26, 2016

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: 7th & ASTOR SANITARY SEWER IMPROVEMENT PROJECT – CONTRACT
FOR DESIGN SERVICES

DISCUSSION/ANALYSIS

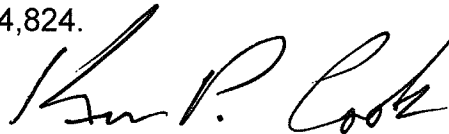
The sanitary sewer main on 7th Street between Astor Street and the River Trail needs to be realigned to accommodate a service lateral configuration issue. A new manhole and approximately 100 feet of new pipe will be needed for this improvement. This project will address the need to properly route the sewer laterals in this area to the main sewer interceptor pipe. The project may also reduce the frequent maintenance of the sewer in this area by replacing a very flat existing pipe with a new pipe with more slope.

Upon request, Otak, Inc. provided a proposal for design and construction management services to assist the City with the project for a total not-to-exceed amount of \$14,824. Funds are available for this contract in the Public Works Improvement Fund. The City Attorney reviewed the personal services contract and has approved it as to form.

RECOMMENDATION

It is recommended that City Council execute a personal services contract with Otak Inc. for design services for a total not-to-exceed amount of \$14,824.

Submitted By



Ken P. Cook, Public Works Director

Prepared By



Nathan Crater, Assistant City Engineer

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

CONTRACT:

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

W I T N E S S E T H

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

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

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

1. CONSULTANT SERVICES

A. CONSULTANT shall perform professional services, as outlined in the Attachment A, to the City of Astoria regarding the design of 7th & Astor Sanitary Sewer Improvement Project.

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

C. The CONSULTANT'S services shall be performed as expeditiously as is consistent with professional skill and the orderly progress of work. All work shall be completed no later than November 30, 2016.

2. COMPENSATION

A. The CITY agrees to pay CONSULTANT a total not to exceed \$14,824 for performance of those services provided herein;

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

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

3. CONSULTANT IDENTIFICATION

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

4. CITY'S REPRESENTATIVE

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

5. CONSULTANT'S REPRESENTATIVE

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

6. CITY'S OBLIGATIONS

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

7. CONSULTANT IS INDEPENDENT CONSULTANT

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

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

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

8. CANCELLATION FOR CAUSE

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

9. ACCESS TO RECORDS

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

10. FORCE MAJEURE

Neither CITY nor CONSULTANT shall be considered in default because of any delays in completion of responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the party so 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 CONSULTANT of any of the terms of this Contract or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.

12. ATTORNEY'S FEES

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

13. APPLICABLE LAW

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

14. CONFLICT BETWEEN TERMS

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

15. INDEMNIFICATION

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

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

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

16. INSURANCE

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

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

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

C. Additional Insured. The liability insurance coverage shall include CITY and its officers and employees as Additional Insured but only with respect to CONSULTANT'S activities to be performed under this Contract. Coverage will be primary and non-contributory with any other insurance and self-insurance. Prior to starting work under this Contract, CONSULTANT shall

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

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

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

17. CITY'S BUSINESS LICENSE

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

18. WORKMEN'S COMPENSATION

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

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

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

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

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

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

20. NONDISCRIMINATION

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

21. PAYMENT OF MEDICAL CARE

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

22. OVERTIME

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

23. USE OF ENGINEER'S DRAWINGS AND OTHER DOCUMENTS

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

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

24. STANDARD OF CARE

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

25. NO THIRD PARTY BENEFICIARIES

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

26. ASSIGNMENT

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

27. SEVERABILITY AND SURVIVAL

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

28. COMPLETE CONTRACT

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

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

Approved as to form:

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

Attorney

BY: _____
Mayor Date

BY: _____
City Manager Date

BY: _____
Consultant Date

Attachment A



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

August 16, 2016

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

Re: Professional Engineering Services for the City of Astoria – 7th & Astor Sanitary Sewer Improvement Project in Astoria, Oregon (Map 8.9.8CB) – Otak Project No. 67970

Dear Jeff:

We appreciate the opportunity to submit this proposal for professional Engineering services for the City of Astoria 7th & Astor Sanitary Sewer Improvement project in Astoria, Oregon. This proposal is based on an email with attachments from Nathan Crater, August 5 and my phone conversation with Nathan August 4, 2016.

PROJECT UNDERSTANDING

The City of Astoria (City) requires the construction of an inside drop sanitary sewer manhole and rerouting of the existing sewer service for the commercial building on Tax Lot 1900, Map 8.9.8. The existing sewer service for the building is currently connected to the storm drain system and must be disconnected from the storm drain system and reconnected to the sanitary sewer system. This project will require design and construction of approximately 100 feet of new sanitary sewer main, design and construction of one new inside drop sanitary sewer manhole, abandonment of an existing manhole and existing pipe. The City has provided a schematic drawing of existing conditions which Otak will use as a basis to begin preparation of a base map. Otak will use the base map to design a solution to the existing cross-connection. Otak will provide specifications and construction documents for the associated work. Otak will prepare and distribute a Request for Quotes to selected contractors based on the competitive quotes for intermediate procurements process. Otak will provide the City with information regarding the project and solicitation as necessary for City Council to approve the award to a contractor. After the contract for construction has been awarded, Otak will perform construction administration and management services including observation of construction activities as outlined below. Otak will prepare a punch list for the contractor and coordinate project close-out. Otak will incorporate observation reports and the contractor's field notes regarding as installed conditions to draft as-built plans of the new construction.

integrated design = smart solutions

SCOPE OF WORK

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

I. Preliminary Basemap

Prepare basemap using existing conditions map from the City and utility locates with field verification by survey crew.

II. Final Engineering Design Plans

Prepare final engineering design construction plans (24X36 sheets), technical specifications and cost estimate. Provide copies to the City of Astoria including:

- Cover Sheet: Prepare a cover sheet that contains project information, general notes, vicinity map, project map, and sheet index. (1 Sheet)
- Site Plan: Prepare final site plan and profile sheet including pipe and structure layout plan and pipe network profiles showing existing and proposed structures and pipes. (1 Sheet)
- Details Sheet: Prepare a sheet using City of Astoria Standard Details and staging notes. (1 Sheet)
- Technical Specifications for the applicable products, standards and construction methods to be used in construction of the project.
- Provide preliminary Engineer's Estimate of Probable Construction Cost.

III. Bid Procurement

Prepare a set of construction contract documents outlining the roles of the City, Otak, and the Contractor for the project including a Request for Competitive Quotes. Accept and review bids of selected contractors on behalf of the City.

IV. Contract Administration

Provide the City with information necessary for staff decisions and City Council approval. Provide the City and contractors with the required notices and coordinate project schedule.

V. Construction Observation and Management

Provide onsite construction observation and construction reporting for the sanitary sewer improvements, assuming a construction window of 2 weeks, in accordance with the following:

- Coordinate and facilitate one (1) preconstruction meeting with the City and Contractor.
- Conduct periodic observations of the construction work to determine compliance with City standards, project plans, and specifications.
- Conduct observation of required testing procedures including video inspection of the completed system and record results.
- Maintain record log of site observations and provide City with copies of field reports on a weekly basis.
- Coordinate and facilitate completion of any remaining punch list items, preparation of documentation required for jurisdictional acceptance, and construction close-out process including final walkthrough.

VI. As-Built Plans

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

SERVICES NOT INCLUDED

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

- Construction staking unless authorized through a separate agreement.
- Geotechnical Engineering.
- Structural Engineering.

SCHEDULE

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

TASK DESCRIPTION	START DATE	COMPLETION DATE
<i>I. Preliminary Basemap</i>	Upon notice to proceed (Within 1 week of the date of this proposal)	Within 14 working days of the date of the notice to proceed
<i>II. Final Engineering Design Plans</i>	Upon notice to proceed (Within 1 week of the date of this proposal)	Within 28 working days of the date of the notice to proceed
<i>III. Bid Procurement</i>	Within 21 working days of the date of the notice to proceed	Within 21 calendar days of acceptance of final engineering design plans and construction contract documents.
<i>IV. Contract Administration</i>	Upon authorization to proceed.	TBD based on City Council and staff approval timelines.
<i>V. Construction Observation and Management</i>	Upon execution of construction contract.	TBD based on construction schedule.
<i>VI. As-Built Plans</i>	Within 1 week of completion of construction work.	Within 7 working days of completion of construction work.

The schedule outlined above is based on the following assumptions:

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

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

DELIVERABLES

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

FEES

Otak, Inc. (Otak) proposes completing the above work on a time-and-material basis for the amount not to exceed **\$14,824**. In-house reimbursable expenses such as copies, reproductions, facsimiles, etc., are invoiced at ten (10) percent of the monthly labor fee and are included in the contract amount. Copies of direct expense vouchers are not provided with the invoices. Any outsourced expenses and subconsultant costs will be charged at cost plus 10 percent and are in addition to the contract fees. Subconsultant costs will require the City's prior written authorization.

Task Description	Contract Fees
I. Preliminary Basemap.....	\$ 1,287
II. Final Engineering Design Plans	\$ 4,071
III. Bid Procurement	\$ 2,788
IV. Contract Administration.....	\$ 994
V. Construction Observation and Management	\$ 3,775
VI. As-Built Plans.....	\$ 562
Labor Fee Subtotal	\$ 13,477
Reimbursable Expenses (10%).....	\$ 1,347
Contract Amount	\$ 14,824

CONDITIONS AND ASSUMPTIONS

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

- Sanitary Sewer line to the east of manhole to be abandoned is also to be abandoned.
- DEQ Erosion and Sedimentation Control Permit is not required.
- DEQ approval of project is not required.
- No significant changes are to be made to the layout after Otak begins work. Significant changes are assumed to be those requiring redrafting of the final plans after they are in process.
- Otak's anticipated involvement covers the specific scope of work described above, and does not cover items not specifically included.

- Geotechnical reports; traffic studies; environmental studies (wetland delineations/natural resource assessment); arborist reports; and private franchise utility design (if applicable) services are to be provided by others and will be contracted directly with the Client.
- Otak will be entitled to rely on the accuracy and completeness of services and information furnished by Architects or others. Otak will provide prompt written notice to Client if Otak becomes aware of any errors, omissions or inconsistencies in such services or information.

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

Sincerely,

Otak, Inc.



Adam Dailey, P.E.
Senior Civil Engineer

cc: Otak Contracts

AD;kg



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

August 28, 2015

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: AUTHORIZATION TO APPROVE IGA WITH ODOT FOR 33RD ST. & HIGHWAY
30 STREET LIGHTS

DISCUSSION/ANALYSIS


The area around the intersection of 33rd Street and Highway 30 (Safeway) is in need of illumination enhancements. This intersection currently accommodates State highway traffic, Safeway grocery store access, pedestrian users, and links the area to a well-used bus stop. City Staff worked with the Oregon Department of Transportation (ODOT) to secure funding for street light improvements, through ODOT's Quick Fix Grant program.

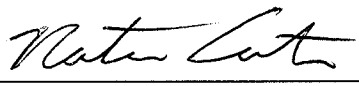
City Staff and ODOT prepared a plan for cost effective illumination enhancements at the intersection. A cost estimate for the improvements was completed with input from Pacific Power. The total project cost is estimated at \$34,512. The Quick Fix Grant will provide funding for the total estimated project cost. Upon completion, the project will provide better illumination in the area with the goal of improving pedestrian and vehicular safety.

To move forward with the project, Council will need to approve the attached intergovernmental agreement (IGA). The City Attorney reviewed the agreement and has approved it as to form.

RECOMMENDATION

It is recommended that City Council approve the IGA with ODOT for the planned illumination improvements.

Submitted By 
Ken P. Cook, Public Works Director

Prepared By 
Nathan Crater, Assistant City Engineer

WALKWAY/BIKEWAY PROJECT AGREEMENT
US 30 at 33rd Street (Astoria) Illumination
City of Astoria

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State;" and the CITY OF ASTORIA, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party," or "Parties."

RECITALS

1. US 30 (Lower Columbia River Highway) is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC). 33rd Street is a part of the city street system under the jurisdiction and control of Agency.
2. By the authority granted in Oregon Revised Statutes (ORS) 366.514, funds received from the State Highway Trust Fund are to be expended by the State and the various counties and cities for the establishment of footpaths and bicycle trails. For purposes of Article IX, Section 3(a), of the Oregon Constitution, the establishment and maintenance of such footpaths and bicycle trails are for highway, road, and street purposes when constructed within the public right of way.
3. By the authority granted in ORS 190.110, 366.572 and 366.576, State may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting Parties.
4. State established a Bicycle and Pedestrian Program fund in the Statewide Transportation Improvement Program (STIP) to meet the minimum requirement of one (1) percent of State Highway funds to be spent on Pedestrian and Bicycle facilities. The 2015-2018 STIP programs \$29 million for the Bicycle and Pedestrian Program, allocated to three (3) programs: Grants, Sidewalk Improvement Programs and Quick Fixes.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, State and Agency agree to design and install street illumination on US 30 at 33rd Street, hereinafter referred to as "Project." The location of the Project is approximately as shown on the sketch map marked "Exhibit A," attached hereto and by this reference made a part hereof.

2. Agency has determined that the total cost of the Project is estimated to be \$34,512. State shall fund the Project in an amount not to exceed \$34,512. Agency shall be responsible for any portion of the Project which is not covered by state funding.
3. The work is to begin upon execution of this Agreement by all Parties and shall be completed no later than December 31, 2016. This Agreement will terminate six (6) months after that date unless extended by a fully executed amendment. Maintenance responsibilities shall survive any termination of this Agreement.

AGENCY OBLIGATIONS

1. Agency shall notify State when it is prepared to proceed with the development of Project to initiate State's initial fifty (50) percent advanced deposit, as listed under State Obligations, paragraph 4.
2. Agency shall conduct the necessary field surveys, prepare plans and contract documents, advertise for bid proposals, award all contracts, and supervise construction of the Project.
3. Agency shall obtain a miscellaneous permit to occupy State right of way through the State District 1 Office prior to the commencement of construction.
4. Agency shall submit a copy of the plans and specifications to State through the State District 1 Office and the State's Pedestrian and Bicycle Program Manager for review and concurrence prior to advertising for a construction contract or, if Agency forces will perform the construction work, prior to construction. Concurrence must be received from both State offices prior to proceeding with the Project. The Project design, signing, and marking shall be in conformance with the current Oregon Bicycle and Pedestrian Design Guide and shall comply with the most current Americans with Disabilities Act (ADA) guidelines.
5. Agency shall not award a construction contract until State's District 1 representative has reviewed and approved the low bidder's proposal and costs.
6. Agency shall, upon completion of Project, submit to State's Project Manager an itemized statement of the final actual total cost of the Project.
7. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

8. Agency shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from State.
9. If Agency enters into a construction contract for performance of work on the Project, then Agency will require its contractor to provide the following:
 - a. Contractor shall indemnify, defend and hold harmless State from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under the resulting contract.
 - b. Contractor and Agency shall name State as a third party beneficiary of the resulting contract.
 - c. Commercial General Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to State. This insurance will include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage will be written on an occurrence basis. If written in conjunction with Automobile Liability the combined single limit per occurrence will not be less than \$1,000,000 for each job site or location. Each annual aggregate limit will not be less than \$2,000,000.
 - d. Automobile Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence will not be less than \$1,000,000.
 - e. Additional Insured. The liability insurance coverage, except Professional Liability, Errors and Omissions, or Workers' Compensation, if included, required for performance of the resulting contract will include State and its divisions, officers and employees as Additional Insured but only with respect to Contractor's activities to be performed under the resulting contract. Coverage will be primary and non-contributory with any other insurance and self-insurance.
 - f. Notice of Cancellation or Change. There shall 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 State. Any failure to comply with the reporting provisions of this clause will constitute a material breach of the resulting contract and will be grounds for immediate termination of the resulting contract and this Agreement.

10. Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Oregon Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the contractor and subcontractor from and against any and all Claims.
11. Any such indemnification shall also provide that neither the Agency's contractor and subcontractor nor any attorney engaged by Agency's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Agency's contractor is prohibited from defending the State of Oregon, or that Agency's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency's contractor if the State of Oregon elects to assume its own defense.
12. Agency shall be responsible for all costs not covered by State funding. State funding is limited to \$34,512.
13. Agency shall be responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement, including but not limited to, retirement system contributions, workers' compensation, unemployment taxes, and state and federal withholdings.
14. All employers, including Agency, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Agency shall ensure that each of its contractors complies with these requirements.
15. Agency shall, upon completion of Project, maintain the Project at its own cost and expense, and in a manner satisfactory to State.
16. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent

to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.

17. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
18. Agency's Project Manager for this Project is Nathan Crater, P.E., Assistant City Engineer, City of Astoria, 1095 Duane Street, Astoria, Oregon 97103; telephone (503) 338-5173; email: ncrater@astoria.or.us, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. State grants authority to Agency to enter upon State right of way for the construction of this Project as provided for in miscellaneous permit to be issued by State District 1 Office.
2. State's local District Office and Pedestrian and Bicycle Program shall review and must concur in the plans prepared by Agency before the Project is advertised for a construction contract or before construction begins if Agency forces shall perform the work. State's Pedestrian and Bicycle Program office shall process all invoices submitted by Agency.
3. Upon notification from Agency, State shall conduct or assist Agency with final technical inspection of the completed Project.
4. Upon receipt of notification that the Agency is prepared to proceed with the development of Project, State shall deposit with Agency the sum of \$17,256, such amount being equal to fifty (50) percent of the State's share of the estimated Project costs. Upon completion of Project, inspection and approval by State staff, and receipt from Agency of an itemized statement of the actual total cost of the Project, State shall deposit with Agency a final payment, the sum of \$17,256, such amount being equal to fifty (50) percent of the State's share of the estimated Project costs. When added to the initial deposit, the final deposit will equal the State's share of the originally estimated Project cost of \$34,512. Should final Project costs exceed the original estimate, extra costs shall be borne by Agency; the maximum amount of State reimbursement is \$34,512. If final Project costs are less than original estimate, State shall deposit with Agency a final payment in an amount which, when added to the initial deposit, would equal the State's proportionate share of the originally estimated costs, based on a percentage calculated using State share and local match.

5. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of current biennial budget.
6. State's Project Manager for this Project is Michael Schroeder, Senior Project Coordinator, 350 West Marine Drive, Astoria, Oregon 97103; telephone (503) 325-8274; email: Michael.k.schroeder@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by mutual written consent of both Parties.
2. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If Agency fails to provide payment of its share of the cost of the Project.
 - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination. If any funds are remaining from the advance deposit, they shall be refunded to State.
4. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to

the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

5. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
6. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
7. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
8. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

9. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary State approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of a Party to enforce any provision of this Agreement shall not constitute a waiver by a Party of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

Signature Page Follows

City of Astoria/ODOT
Agreement No. 30854

CITY OF ASTORIA, by and through its
elected officials

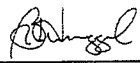
By _____
Mayor

Date _____

By _____
City Manager

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By  _____
Agency Counsel

Date _____

Agency Contact:

Nathan Crater, P.E, Assistant City Engineer
City of Astoria Public Works Dept.
1095 Duane Street
Astoria, Oregon 97103
(503) 338-5173
email: ncrater@astoria.or.us

State Contact:

Michael Schroeder
Senior Project Coordinator
350 West Marine Drive
Astoria, Oregon 97103
(503) 325-8274
email: Michael.k.schroeder@odot.state.or.us

STATE OF OREGON, by and through
its Department of Transportation

By _____
Active Transportation Section Manager

Date _____

APPROVAL RECOMMENDED

By _____
Pedestrian and Bicycle Program Manager

Date _____

By _____
Region 2 Manager

Date _____

By _____
Region 2 Maintenance and Operations
Manager

Date _____

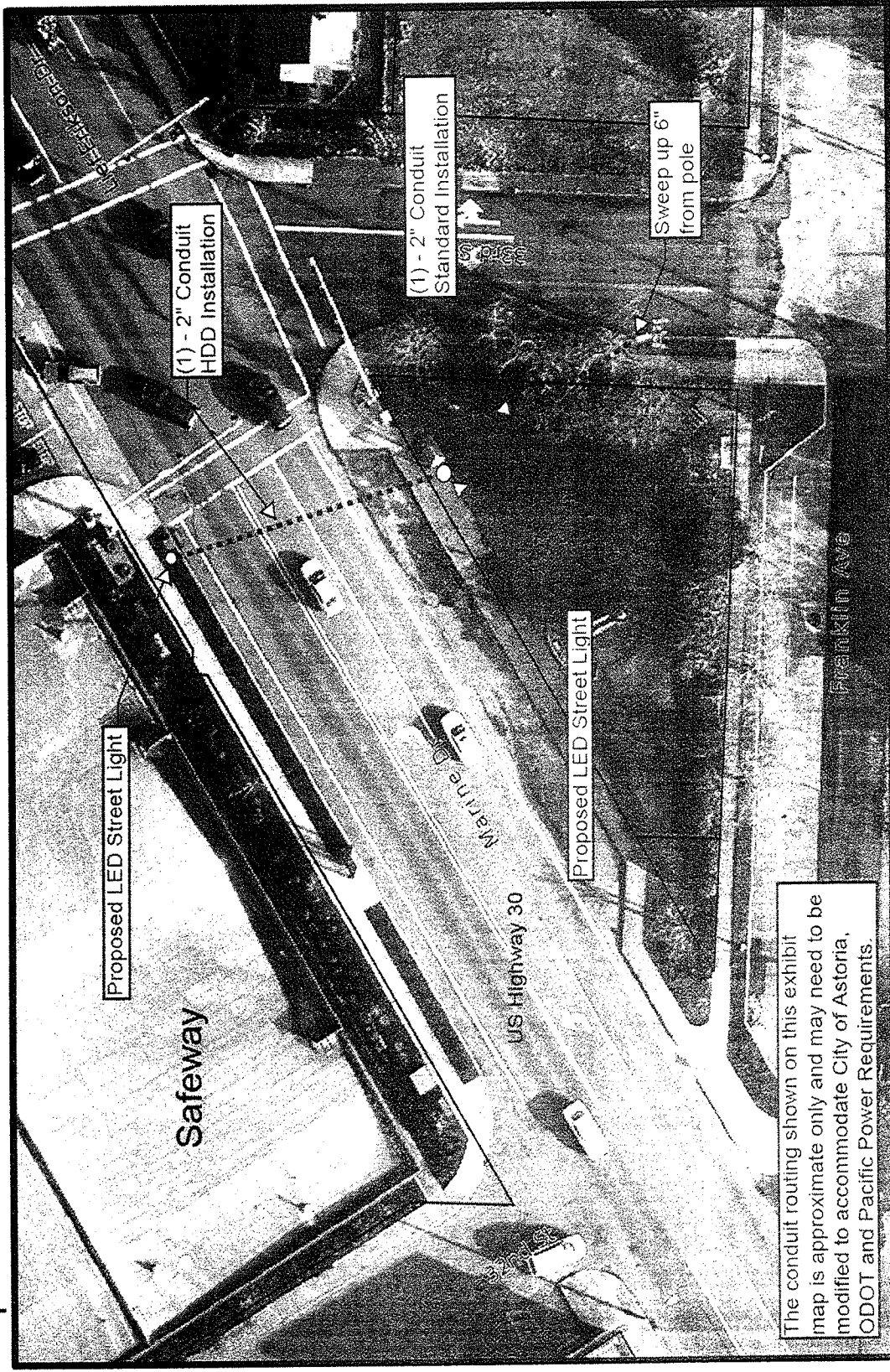
By _____
District 1 Manager

Date _____

EXHIBIT A
US30 @ 33rd St. - Street Light Exhibit Map



Map



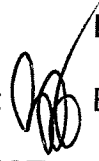
The conduit routing shown on this exhibit map is approximate only and may need to be modified to accommodate City of Astoria, ODOT and Pacific Power Requirements.



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

August 25, 2016

MEMORANDUM

TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: **AUTHORIZATION TO LEASE PLOTTER-COPIER-SCANNER**

DISCUSSION/ANALYSIS

In August 2016, the lease for the Public Works Engineering Division's HP T1120 large scale color plotter and scanner/copier ends. The original 36-month lease, beginning in 2010, was for \$15,961.42 with \$443.40 per month lease payments. The lease included full warranty coverage. At the end of the initial 36 months, the lease for the HP T1120 was extended for another three years with full warranty coverage. The cost was \$9,302.40 with \$258.40 per month lease payments. The HPT1120 can no longer be covered by a service contract because Hewlett Packard has sent out End of Service Life notices for that unit.

Due to the technological complexity of this equipment and the high cost of parts and repairs, leasing a plotter/scanner is more cost effective than purchasing one. In the event of a major failure, leased equipment is under warranty and will be repaired or replaced at no charge. A three-year lease provides the option of either purchasing the equipment at the end of the lease period or extending the lease. Onsite maintenance support and repair are included in the lease.


The newer HP T930 plotter with a Contex scanner meets the needs of the Engineering Division. It costs less than the T1120 did six years ago, and has a number of features that improve productivity and quality. The plotter/scanner allows staff to print, scan and copy large format maps, photos, plans, utility sheets, and graphic materials for presentations. It is in frequent use for a wide variety of engineering projects, including in-house designed city projects such as the Astoria 2016 Paving Project, saving substantial costs for outside printing. This equipment is also used extensively by the Public Works Operations Division and the Community Development Department.

Following are the three quotes for the HP T930 plotter with Contex scanner:

Vendor	Monthly Lease Amount	3-Year Lease Amount	
A & E Imaging, Inc.	\$372.15	\$13,397.40	Includes set-up, training, removal of old equipment and a 3-year warranty
Precision Images	\$391.64	\$14,099.25	Includes set-up, training and a 3-year warranty
Kelley Imaging Solutions	\$438.45	\$15,784.20	Includes set-up, training, removal of old equipment and a 3-year warranty

RECOMMENDATION

It is recommended that City Council Authorize the Mayor to sign a lease in the amount of \$372.15 per month with A&E Imaging, Inc. for a HP T930 plotter with a Contex scanner. Funds for this lease are budgeted in the Public Works Fund.

Submitted By 
Ken P. Cook, Public Works Director

Prepared By 
Jeff Harrington, City Engineer



8074 SW Nimbus Ave
Beaverton, Oregon 97008

Phone 574-4021

Fax 574-4002

City of Astoria
Public Works Department
Engineering Division
1095 Duane
Astoria, OR 97103

We respectfully submit the following quote for the city's review:

A&E Imaging observes the requirements of ORS 279B.220, ORS 279B.230, ORS 279B.235 and complies with requirements of City and State law for public contracts.

Hewlett-Packard Designjet T930PS 36" plotter with 44" Contex MFP scanner
3 years total onsite warranty/service contract
Freight, delivery, installation, setup and staff training
Trade in and removal of Designjet T1120 and Designjet scanner

Purchase price with 3 years onsite warranty/service contract	\$13,397.40
36 month fair market value lease	\$372.15/mo.

If you have any questions regarding our quotation, please feel free to call me at your convenience.

Have a good day,

Mike Isaac

Equipment Lease Agreement

Agreement #

SUPPLIER

A & E IMAGING

Address

8074 SW NIMBUS AVE

Address

BEAVERTON OR 97008

City
County

State

Zip Code

LESSEE

CITY OF ASTORIA

Address

1095 DUANE ST.

Address

ASTORIA OR 97103

City

State

Zip Code

County

Quantity

Equipment Model & Description

Serial Number

1
1
1

HP T930PS PLOTTER

CN61V2H03Z

Contex IQ4420 MFP SCANNER

3 FULL YEARS OF ONSITE SERVICE

☐ See attached schedule for additional equipment

TRANSACTION TERMS:

☒ ADVANCE RENT \$ 744.30

(plus applicable taxes)

RENT \$ 372.15 (plus applicable taxes)

LEASE TERM 36

☐ SECURITY DEPOSIT \$ _____

PAYABLE: (Monthly if not checked) ☒ Monthly

☐ (Other)

PURCHASE OPTION AT END OF TERM: (check one)

☐ \$1.00*

☒ Fair Market Value

☐ 10%

LEASE RATE FACTOR: _____ (*required only for \$1.00 purchase option)

Equipment Location (if different from Lessee address above): _____

Lessee Contact/Telephone: _____

We have written this Lease in plain language because we want you to understand its terms. Please read your copy of this Lease carefully and feel free to ask us any questions you may have. The words "you" and "your" mean the Lessee named above. The words "we", "us", and "our" refer to the Lessor named below.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS LEASE (INCLUDING THOSE ON THE REVERSE SIDE) SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN LEASE MAY NOT BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS LEASE ONLY BY ANOTHER WRITTEN AGREEMENT BETWEEN YOU AND US. YOU AGREE TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS LEASE. THIS LEASE IS NOT CANCELABLE. YOU AGREE THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

YOU CERTIFY THAT ALL THE INFORMATION GIVEN IN THIS LEASE AND YOUR APPLICATION WAS CORRECT AND COMPLETE WHEN THIS LEASE WAS SIGNED. THIS LEASE IS NOT BINDING UPON US OR EFFECTIVE UNTIL AND UNLESS WE EXECUTE THIS LEASE. THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF OREGON. YOU AGREE TO THE JURISDICTION AND VENUE OF FEDERAL COURTS IN OREGON AND STATE COURTS IN WASHINGTON COUNTY, OREGON.

ACCEPTED BY:

LESSOR: A & E Imaging, Inc.
8074 SW Nimbus
Beaverton, OR 97008

BY: _____

Signature of Authorized Signer

TITLE: _____

DATE: _____

Printed Name and Title

PROPOSED BY:

LESSEE: _____

Legal Name

BY: ☒

Signature of Authorized Signer

Printed Name and Title

DATE: _____

FED TAX ID#: _____

UNCONDITIONAL GUARANTY

In consideration of Lessor entering into the above Lease in reliance on this guaranty, the undersigned, together and separately, unconditionally and irrevocably guarantee to Lessor, its successors and assigns, the prompt payment and performance of all obligations under the lease. We agree that (a) this is a guaranty of payment and not of collection, and that Lessor can proceed directly against us without disposing of any security or seeking to collect from Lessee, (b) we waive all defenses and notices, including those of protest, presentment and demand, (c) Lessor may renew, extend or otherwise change the terms of the Lease without notice to us and we will be bound by such changes, and (d) we will pay all of Lessor's costs of enforcement and collection. This guaranty survives the bankruptcy of Lessee and binds our administrators, successors and assigns. Our obligations under this guaranty continue even if Lessee becomes insolvent or bankrupt or is discharged from bankruptcy and we agree not to seek to be repaid by Lessee in the event we must pay Lessor. THIS GUARANTY WILL BE GOVERNED BY THE SAME STATE LAW AS THE LEASE. WE AGREE TO JURISDICTION AND VENUE IN THE STATE AND FEDERAL COURTS IN THE SAME STATE AND COUNTY.

PERSONAL:

By _____, Individually

Address: _____

Soc. Sec. No.: _____

Witness: _____

PERSONAL:

By _____, Individually

Address: _____

Soc. Sec. No.: _____

Witness: _____

TERMS AND CONDITIONS

1. **LEASE.** Subject to the terms of this Lease, you agree to lease from us the equipment described on the reverse side when we accept this Lease at our office in Oregon. ~~ONCE WE ACCEPT THIS LEASE, YOU MAY NOT CANCEL IT DURING THE FULL LEASE TERM.~~ You agree to be bound by all the terms of this Lease.
 2. **DELIVERY AND ACCEPTANCE OF EQUIPMENT.** Acceptance of the Equipment occurs upon delivery. When you receive the Equipment, you agree to inspect it and to verify by telephone or in writing such information as we may require. Delivery and installation costs are your responsibility. If you signed a purchase contract for the Equipment, by signing this Lease you assign your rights, but none of your obligations under it, to us.
 3. **RENT.** You agree to pay us Rent (plus applicable taxes) when each payment is due. If your Rent payments are due in Advance, your first Rent payment is due on the date you accept the Equipment. We will advise you as to (a) the due date of each Rent payment, and (b) the address to which you must send your payments. Rent is due whether or not you receive an invoice from us. You will pay us any required Advance Rent or Security Deposit when you sign this Lease. Security Deposits or Advance Rents may be commingled and do not earn interest. Provided you are not in default, we may apply your Security Deposit to the last Rent payment or to your purchase option or we may refund the security deposit to you when the Lease Term expires and the Equipment is returned in accordance with Section 16. If we collect more than one payment as Advance Rent, we may apply such Advance Rent to the last Rent payment. ~~to change in the equipment condition which may result from our acceptance of this lease. Restrictive endorsements on checks you send to us will not reduce your obligations to us. Unless a proper exemption certificate is provided, applicable sales and use taxes will be added to the Rent.~~
 4. **UNCONDITIONAL OBLIGATION.** YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL RENT AND ANY OTHER AMOUNTS DUE UNDER THIS LEASE FOR THE FULL LEASE TERM EVEN IF THE EQUIPMENT IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF YOU HAVE TEMPORARY OR PERMANENT LOSS OF ITS USE. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST RENT OR OTHER AMOUNTS DUE UNDER THIS LEASE FOR ANY REASON WHATSOEVER.
 5. **DISCLAIMER OF WARRANTIES.** THE EQUIPMENT IS BEING LEASED TO YOU IN AS-IS CONDITION. NO INDIVIDUAL IS AUTHORIZED TO CHANGE ANY PROVISION OF THIS LEASE. YOU AGREE THAT WE HAVE NOT MANUFACTURED THE EQUIPMENT AND THAT YOU HAVE SELECTED THE EQUIPMENT BASED UPON YOUR OWN JUDGEMENT. YOU HAVE NOT RELIED ON ANY STATEMENTS WE OR OUR EMPLOYEES HAVE MADE. ~~WE HAVE NOT MADE AND DO NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW. You are aware of the name of the equipment manufacturer and you will contact the manufacturer for a description of your warranty rights. Provided you are not in default under this Lease, you may enforce all warranty rights directly against the manufacturer of the Equipment. You agree to settle any dispute you may have regarding performance of the Equipment directly with the manufacturer of the Equipment.~~
 6. **TITLE AND SECURITY INTEREST.** If the Purchase Option amount is \$1,000 (a "Dollar Purchase Option"), you shall have title to the Equipment immediately upon delivery and shall be deemed to be the owner of the Equipment as long as you are not in default under this Lease. In the event of a default, title to the Equipment shall revert to us free and clear of any rights or interests you may have in the Equipment. If the Purchase Option is fair market value (FMV) or 10% (a "Stated Purchase Option"), the Equipment is and shall remain our sole property during the Lease Term. Unless you are in default under this Lease, you shall have the right to peacefully possess and use the Equipment during the Lease Term. To secure all of your obligations to us under this Lease you hereby grant us a security interest in (a) the Equipment to the extent of your interests in the Equipment, (b) anything attached or added to the Equipment at any time, (c) any money or property from the sale of the Equipment, and (d) any money from an insurance claim if the Equipment is lost or damaged. You agree that the security interest will not be affected if this Lease is changed in any way. You hereby appoint us (or our agent) as your true and lawful attorney-in-fact to affix your signature to UCC financing statements prepared and filed on your behalf by us (or our agent) with the same force and effect as if you had signed such financing statements. If we request, you agree to sign financing statements in order for us to publicly record our security interest. This Lease or a copy of this Lease shall be sufficient as a financing statement and may be filed as such.
 7. **USE, MAINTENANCE AND REPAIR.** You will not move the Equipment from the Equipment Location without our advance written consent. You will give us reasonable access the Equipment Location so that we can check the Equipment's existence, condition and proper maintenance. You will use the Equipment in the manner for which it was intended, as required by all applicable manuals and instructions and keep it eligible for any manufacturer's certification and/or standard, full service maintenance contract, ~~plus your own cost and expense, you will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted.~~ All replacement parts and repairs will become our property. You will not make any permanent alterations to the Equipment.
 8. **TAXES.** You agree that you will pay us, when invoiced, all taxes (including any sales, use and personal property taxes), fines, interest and penalties relating to this Lease and the Equipment (excluding taxes based on our net income). If this Lease included a Dollar Purchase Option, you agree to file any required personal property tax returns and, if we ask, you will provide us with proof of payment. We do not have to contest any tax assessments. For Leases with a Stated Purchase Option, (a) you will, at our discretion, either (1) reimburse us annually for all personal property taxes which we may be required to pay as the owner of the Equipment, or (2) remit to us each month our estimate of the monthly equivalent of the annual personal property taxes to be assessed, (b) you agree to pay us for the loss of any income tax benefits caused by your actions, and (c) should an increase in the federal corporate income tax rate or a change in the "accelerated cost recovery deductions" allowed by the Internal Revenue code of 1986, as amended, adversely affect our after-tax earnings or cash flow, you agree that we may increase the Rent and other amounts due under this Lease to offset any such adverse effect.
 9. **INDEMNITY.** We are not responsible for any injuries, damages, penalties, claims or losses, including legal expenses, incurred by you ~~or caused by the transportation, installation, manufacture, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment.~~ You agree to reimburse us for and defend us against any claims for such losses, damages, penalties, claims, injuries, or expenses. This indemnity continues even after the Lease has expired for acts or omissions which occurred during the Lease Term.
 10. **IDENTIFICATION.** You authorize us to insert or correct missing information on this Lease, including your official name, serial numbers and any other information describing the Equipment. We will send you copies of such changes. You will attach to the Equipment any name plates or stickers we provide you.
 11. **LOSS OR DAMAGE.** You are responsible for any loss of the Equipment from any cause at all, whether or not insured, from the time the Equipment is shipped to you until it is returned to us. If any item of Equipment is lost, stolen or damaged, you will promptly notify us of such event. Then, at our option, you will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification or (b) pay us an amount equal to the Net Book Value (as defined in Section 14) of the lost, stolen or damaged Equipment. If you have satisfied your obligations under this Section 11, we will forward to you any insurance proceeds which we receive for lost, damaged, or destroyed Equipment. If you are in default, we will apply any insurance proceeds we receive to reduce your obligations under Section 14 of this Lease.
 12. **INSURANCE.** You agree to (a) keep the Equipment fully insured against loss, naming us as loss payee, and (b) obtain a general public liability insurance policy covering both personal injury and property damage in amounts not less than we may tell you, naming us as additional insured, until you have met all of your obligations under this Lease. We are under no duty to tell you if your insurance coverage is adequate. The policies shall state that we are to be notified of any proposed cancellation at least 15 days prior to the date set for cancellation. Upon our request, you agree to provide us with certificates or other evidence of insurance acceptable to us. If you do not provide us with evidence of proper insurance within 10 days of our request or we receive notice of policy cancellation, we may (but we are not obligated to) obtain insurance on our interest in the Equipment at your expense. You will pay all insurance premiums and related charges.
 13. **DEFAULT.** You will be in default under this Lease if any of the following happens: (a) we do not receive any Rent or other payment due hereunder within 10 days after its due date or (b) you or any of your guarantors become insolvent, are liquidated or dissolved, merged, transfer substantially all stock or assets, stop doing business or assign rights or property for the benefit of creditors or (c) petition is filed by or against you or any of your guarantors under any bankruptcy or insolvency law, or (d) (for individuals) you or any of your guarantors die, or have a guardian appointed or (e) any representation you have made in this Lease shall prove to be false or misleading in any material respect, or (f) if you or any of your guarantors break any promise made in this Lease or any guaranty and do not correct the default within 10 days after we send you written notice of the default or (g) you default on any other agreement between you and us (or our affiliates).
 14. **REMEDIES.** Upon the occurrence of a default, we may, in our sole discretion, do any or all of the following: (a) provide written notice to you of default, (b) as liquidated damages for loss of a bargain and not as a penalty, declare due and payable, the present value of (i) any and all amounts which may be then due and payable by you to us under this Lease, plus (ii) all Rent payments remaining through the end of the Lease Term, plus (iii) the Purchase Option amount, if stated, or if not stated, Purchase Option amount to give our reasonable estimate of the fair market value of the equipment at the end of the Lease Term, all discounted to the higher of 0% or the lowest rates allowed by law (collectively, the "Net Book Value"); ~~We have the right to require you to make the Equipment available to us for inspection during reasonable business hours or we may repossess the Equipment, as long as we do not breach the peace in doing so, as we may use any equipment to repossess the Equipment with applicable law, and we may sue to enforce our rights to the Net Book Value of the Equipment.~~ You will not make any claims against us or the Equipment for trespass, damage or any other reason. If we take possession of the Equipment we may (a) sell or lease the Equipment at public or private sale or lease and/or (b) exercise such other rights as may be allowed by applicable law. ~~Allegations of wrongdoing by you or your guarantors shall not constitute a defense to our exercise of our remedies.~~ If we do sell or lease the Equipment at public or private sale or lease and/or (b) exercise such other rights as may be allowed by applicable law, we will reduce the Net Book Value by the amount we receive. You will immediately pay us the remaining Net Book Value. If this Lease includes a Dollar Purchase Option and we receive more than the Net Book Value plus our costs of sale we will give you the excess. You agree (a) that we only need to give you 10 days advance notice of any sale and no notice of advertising, (b) to pay all of the costs we incur to enforce our rights against you, including attorney's fees, and (c) that we will retain all of our rights against you even if we do not choose to enforce them at the time of your default.
 15. **YOUR OPTIONS AT END OF LEASE.** Provided that the lessee is not in default, you have the following options: 1) the equipment may be returned without penalty; 2) the lease term may be re-negotiated and extended; 3) the equipment may be purchased at its fair market value; or 4) the lessee may continue to make monthly payments beyond the original term until they are ready to exercise one of the three previously listed options. If the lessee chooses to purchase the equipment, the lessor will transfer the equipment to you AS IS-Where Is-Without Any Representation or Warranty.
 16. **RETURN OF EQUIPMENT.** If (a) a default occurs, (b) you do not purchase the Equipment at the end of the Lease Term or (c) you do not extend the Lease Term, you will immediately return the Equipment to any location(s) and aboard any carrier(s) we may designate in the continental United States. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, maintained in accordance with Section 7 and in "Average Saleable Condition." "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party buyer, user or lessee, other than yourself, without the need for any repair or refurbishment. All Equipment must be free of markings. You will pay us for any missing or defective parts or accessories. You will continue to pay Rent until the Equipment is received and accepted by us.
 17. **YOUR REPRESENTATIONS.** You state for your benefit that as of the date of this Lease (a) you have the lawful power and authority to enter into this Lease (b) the individuals signing this Lease have been duly authorized to do so on your behalf, (c) by entering into this Lease you will not violate any law or other agreement to which you are a party, (d) you are not aware of anything that will have a material negative effect on your ability to satisfy your obligations under this Lease, and (e) all financial information you have provided us is true and accurate and provides a good representation of your financial condition.
 18. **YOUR PROMISES.** In addition to the other provisions of this Lease, you agree that during the term of this Lease (a) you will promptly notify us in writing if you move your principal place of business. If you change the name of your business, or if there is a change in your ownership, (b) you will provide to us such financial information as we may reasonably request from time to time, and (c) you will take any action we reasonably request to protect our rights in the Equipment and to meet your obligations under this Lease.
 19. **ASSIGNMENT. YOU WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT, OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT.** You will not attach any of the Equipment to any real estate. Upon our reasonable request and at your cost, you will get each person with an interest in the real estate where the Equipment is located to waive any rights they may have in the Equipment. We may, without notifying you, sell, assign, or transfer this Lease and our interests in the Equipment. You agree that if we do so, the new owner (and any subsequent owners) will have the same rights and benefits that we now have, but will not have to perform any of our obligations. You agree that the rights of the new owner will not be subject to any claims, defenses, or set-offs that you may have against us. However, any such assignment, sale, or transfer of this Lease or the Equipment will not relieve us of any obligations we may have to you under this Lease. If you are given notice of a new owner of this Lease, you agree to respond to any requests about this Lease and, if directed by us, to pay the new owner all Rent and other amounts due under this Lease.
 20. **COLLECTION EXPENSES, OVERDUE PAYMENT, TERMINATION.** You agree that we can, but do not have to, take on your behalf any action which you fail to take as required by this Lease, and our expenses will be in addition to the Rent which you owe us. We may charge you a late charge to cover our collection costs equal to the higher of 10% of any late payment to \$22.00, but not more than the highest legal rate. To the extent allowed by law, any late payment or non-payment or any past due amount will accrue interest at the lower of 10% per annum or the highest legal rate from the due date until paid. If you so request and we permit the early termination of this Lease, you agree to pay a fee for such privilege.
 21. **AGREED LEASE RATE FACTOR.** You understand that the Equipment may be purchased for cash (the "Equipment Cost") or it may be leased. By signing this Lease, you acknowledge that you have chosen to lease the Equipment from us for the Lease term and that you have agreed to pay Rent. If this Lease provides for a Dollar Purchase Option, each payment of Rent includes a principal amount based on the Equipment Cost and a lease charge rate. The Equipment Cost is the Rent divided by the Lease Rate Factor. The lease charge portion of the Rent can be determined by applying to the Equipment Cost at a rate which will amortize the Equipment Cost down to the Purchase Option amount by payment of the Rent. The lease charge rate can also be calculated using the Equipment Cost as the present value, the Purchase Option amount as the future value, the Rent as the payment and the Lease Term as the term. The lease charge rate may be higher than the actual annual interest rate because of the amortization of certain costs, expenses and fees incurred by us. We both intend to comply with all applicable laws. If it is determined that your payments under this Lease result in an interest payment higher than allowed by applicable law, then any excess interest collected will be applied to the repayment of principal and interest will be charged at the highest rate allowed by law. In no event will we charge or receive or will you pay any amounts in excess of the legal amount.
 22. **MISCELLANEOUS.** This Lease contains our entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. **TIME IS OF THE ESSENCE IN THIS LEASE.** If a court finds any provision of this Lease to be unenforceable, the remaining terms of this Lease shall remain in effect. **THIS LEASE IS A "FINANCIAL LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.** You authorize us (or our agent) to (a) obtain credit reports, (b) make such other credit inquiries as we may deem necessary, and (c) furnish payment history information to credit reporting agencies. To the extent permitted by law, we may charge you a fee of \$43.25 to cover our documentation and investigation costs.
 23. **NOTICES.** All of your written notices to us must be sent by certified mail or recognized overnight delivery service, postage prepaid to us at our address stated in this Lease, or by facsimile transmission to our facsimile telephone number, with oral confirmation of receipt. All of our notices to you may be sent first class mail, postage prepaid, to your address stated in this Lease. At any time after this Lease is signed, you or we may change an address or facsimile telephone number by giving notice to the other of the change.
- WAIVERS. WE AND YOU EACH AGREE TO WAIVE AND TO TAKE ALL REQUIRED STEPS TO WAIVE ALL RIGHTS TO A JURY TRIAL.** ~~To the extent you are permitted by applicable law, you waive all rights and remedies conferred upon a lessee by Article 2A of the Uniform Commercial Code including but not limited to your rights to (a) cancel or repudiate this Lease, (b) reject or revoke acceptance of the Equipment, (c) recover damages from us for any breach of warranty or for any other reason, and (d) grant a security interest in any Equipment in your possession. To the extent you are permitted by applicable law, you waive any rights you now or later may have under any statute or otherwise which require us to sell or otherwise use any Equipment to reduce our damages, which require us to provide you with notice of default, intent to accelerate amounts becoming due or acceleration of amounts becoming due or which may otherwise limit or modify any of our rights or remedies. ANY ACTION YOU TAKE AGAINST US FOR ANY DEFAULT, INCLUDING BREACH OF WARRANTY OR INDEMNITY, MUST BE STARTED WITHIN ONE (1) YEAR AFTER THE EVENT WHICH CAUSED IT. We will not be liable for specific performance of this Lease or for any consequential damages, delay or failure to deliver Equipment.~~



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

August 31, 2016

M E M O R A N D U M

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: AUTHORIZATION TO AWARD CONTRACT TO ASSOCIATED
CLEANING SERVICES, INC., FOR CUSTODIAL SERVICES AT
TOURIST RELATED SITES.

DISCUSSION/ANALYSIS

Starting in January of 2016, the Parks Department has hired a cleaning company to provide janitorial services to the Downtown and Doughboy Restrooms. These services were paid out of Promote Astoria Funds. Through the 2016-17 budget, Council has designated \$17,280 in Promote Astoria funds for the care and cleaning of tourist related facilities that will improve their appeal for use and allow them to be cared for at a higher standard. \$11,880 of the Promote Astoria funds are dedicated to services for the Downtown and Doughboy Restrooms. \$5,400 of the Promote Astoria funds will be used to partially provide services to restrooms at Tapiola and Evergreen Parks, the remainder of the costs for services at those facilities will be provided by Parks Maintenance funds since they are not solely dedicated to tourist activities but do play a role in Astoria's tourist economy.

After soliciting bids from custodial companies, Associated Cleaning Services Inc., has provided a bid of \$30,768 for the following properties:

- Downtown Restroom (3xWeek May-Oct., 2xWeek Nov.-April)
- Doughboy Restroom (2xWeek)
- Tapiola Park Old Restrooms (2xWeek)
- Tapiola Park New Restrooms (2xWeek)
- Evergreen Restrooms (2xWeek)

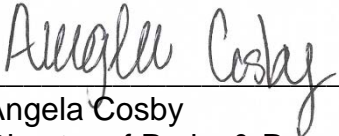
Custodial services will include mopping, sweeping, sanitization of all surfaces, trash removal, and supplying and replenishing all supplies. The custodial service contract will last one year with the option to renew annually at the discretion of Council.

Cintas Janitorial Services provided a bid that was outside of the budgeted amount for this work, \$37,680. A third company, Kim's Kleaning, declined to bid citing the magnitude of the services being too large for her company's capacity. City Attorney Henningsgaard has approved the contract as to form. There are \$17,280 in funds

allocated for this service in the 2016-17 Promote Astoria Budget and the remaining cost of \$13,488 is allocated from the Parks Maintenance budget.

RECOMMENDATION

It is recommended that Council approve the custodial services contract with Associated Cleaning Services Inc. for the amount of \$30,768.

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 Associated Cleaning Services Inc., located at PO Box 771 Newport, Oregon 97365, 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 \$30,768 for providing goods and performance of those services provided herein;
- b. *The CONTRACTOR will submit billing for work completed each month, broken down by location*
- c. CITY certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract.

3. CONTRACTOR IDENTIFICATION

- a. 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

- a. 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

- a. For purposes hereof, the CONTRACTOR'S authorized representative will be Rob Ledbury.

6. CITY'S OBLIGATIONS

- a. 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

- a. 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. FORCE MAJEURE

- a. 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.

10. NONWAIVER

- a. 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.

11. ATTORNEY'S FEES

- a. 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.

12. APPLICABLE LAW

- a. 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.

13. CONFLICT BETWEEN TERMS

- a. 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.

14. INDEMNIFICATION

- a. 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.

16. INSURANCE

- a. Prior to starting work hereunder, CONSULTANT, at CONSULTANT'S cost, shall secure and continue to carry during the term of this contract, with an insurance company acceptable to CITY, the following insurance, written on an occurrence basis, in amounts not less than the limitations on liability for local public bodies provided in ORS 30.272 and ORS 30.273:
- b. Commercial General Liability. CONSULTANT shall obtain, at CONSULTANT'S expense and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage. Coverage shall include consultants, subconsultants and anyone directly or indirectly employed by either.
- c. Automobile Liability. CONSULTANT shall obtain, at CONSULTANT'S expense and keep in effect during the term of the resulting contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits).
- d. Additional Insured. The liability insurance coverage shall include CITY and its officers and employees as Additional Insured but only with respect to CONSULTANT'S activities to be performed under this Contract. Coverage will be primary and non-contributory with any other insurance and self-insurance. Prior to starting work under this Contract, CONSULTANT shall furnish a certificate to CITY from each insurance company providing insurance showing that the CITY is an additional insured, the required coverage is in force, stating policy numbers, dates of expiration and limits of liability, and further stating that such coverage is primary and not contributory.
- e. Notice of Cancellation or Change. There will be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from CONSULTANT or its insurer(s) to CITY. Any failure to comply with the reporting provisions of this clause will constitute a material breach of this Contract and will be grounds for immediate termination of this Agreement.

17. CITY'S BUSINESS LICENSE

- a. 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

- a. 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

- a. 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.
- b. Contractor shall pay all contributions or amounts due the Industrial Accident Fund from CONTRACTOR or any subcontractor incurred in the performance of the contract.
- c. 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.
- d. Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

20. NONDISCRIMINATION

- a. 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

- a. 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

- a. 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

- a. 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

- a. 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

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

27. COMPLETE CONTRACT

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

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

Attachment A

Description of Services

- Regular cleaning of all restroom facilities
- Sweeping
- Mopping
- Sanitizing surfaces
- Restocking restroom supplies:
 - toilet paper
 - paper towels
 - soap
 - sanitary napkin disposal bags
- Emptying all garbage receptacles
- Notifying City of any vandalism, graffiti, damage beyond regular wear and tear of facility

Contractor will provide consumable supplies such as soap, paper towels, toilet paper, toilet seat covers, feminine waste bags.... Etc.

Rates:

Tapiola Old- \$77.60 per week- \$336 monthly
Tapiola New- \$77.60 per week- \$336 monthly
Downtown- \$96.99 per week- \$420 monthly
Doughboy- \$77.60 per week- \$336 monthly
Evergreen-\$77.60 per week- \$336 monthly

Rates for Supplies:

Tapiola Old- \$34.61 per week- \$150 monthly
Tapiola New- \$34.61 per week- \$150 monthly
Downtown- \$46.15 per week- \$200 monthly
Doughboy- \$34.61 per week- \$150 monthly
Evergreen-\$34.61 per week-\$150 monthly

Frequency of services:

Tapiola Old: 2xWeek
Tapiola New: 2xWeek
Downtown Restrooms: 3xWeek May-Oct, 2xWeek Nov-April
Doughboy Restroom: 2xWeek
Evergreen-2xWeek

Total Cost of Services: \$30,768



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

August 29, 2016

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: ORDINANCE APPROVING THE ASSIGNMENT OF NON-EXCLUSIVE TELECOMMUNICATION FRANCHISE FROM COASTCOM, INC. TO ASTOUND BROADBAND, LLC

DISCUSSION/ANALYSIS

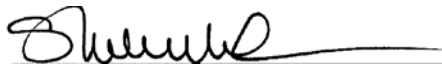
Ordinance No. 16-03 was approved March 21, 2016, granting a franchise to CoastCom, Inc. for operation of telecommunications facilities within City rights of way. The ordinance:

- Requires COASTCOM, INC. to pay a fee to the City equal to 7.0% of the gross revenue earned within the City.
- Provides procedures for amendment and renewal of the franchise.
- Imposes certain reporting requirements.

Astound Broadband, LLC has entered into a purchase agreement with CoastCom, Inc., to acquire the assets and operation of CoastCom, Inc. Matt Updenkelder, Vice President of Operations for CoastCom, Inc., has requested City Council consider assignment of the CoastCom franchise to Astound Broadband, LLC. Included in this packet is an ordinance approving the assignment of a non-exclusive telecommunication franchise. This ordinance received its first reading at the August 15, 2016 City Council meeting and has been reviewed and approved as to form by City Attorney Blair Henningsgaard.

RECOMMENDATION

It is recommended that Council conduct the second reading and adopt the proposed ordinance.

By: 
Susan Brooks, Director of Finance
and Administrative Services

ORDINANCE NO. 16-_____

AN ORDINANCE APPROVING THE ASSIGNMENT OF A NON-EXCLUSIVE TELECOMMUNICATION FRANCHISE

WHEREAS, the City of Astoria ("Grantor") granted to CoastCom, Inc., an Oregon corporation ("Grantee"), a franchise as set forth in Ordinance No. 16-03, dated March 21, 2016, to own and operate a telecommunications system in Astoria, Oregon (the "Franchise");

WHEREAS, on June 3, 2016, Grantee and Astound Broadband, LLC ("Assignee") entered into an Asset Purchase Agreement (the "Purchase Agreement") for the sale of the assets of Grantee, including the Franchise, to Assignee (the "Transaction"); and

WHEREAS, Grantee and Assignee submitted a letter to Grantor on or about July 22, 2016, requesting Grantor's consent to the assignment and transfer of the Franchise from Grantee to Assignee (the "Consent Request"); and

WHEREAS, Grantor has conducted a review of the qualifications of Assignee to hold the Franchise and own and operate the telecommunications network authorized by the Franchise; and

WHEREAS, based on its review, Grantor can find no reason to object to the transfer of this franchise.

THE CITY OF ASTORIA DOES ORDAIN AS FOLLOWS:

Section 1. Grantor hereby consents to the assignment of the Franchise from Grantee to Assignee effective upon the closing of the Transaction.

Section 2. Grantor confirms that: (a) the Franchise was duly issued to Grantee, is valid and enforceable in accordance with its terms, and is in full force and effect; (b) other than as set forth in this Consent and Approval, there have been no amendments or modifications to the Franchise; (c) to Grantor's knowledge, there are no defaults under the Franchise, and no event has occurred and is continuing which, with the giving of notice or passage of time, or both, could constitute a default thereunder; and (d) upon the closing of the Transaction, the duly authorized franchisee under the Franchise will be Assignee.

Section 3. Assignee may hereafter, without the need to obtain the prior consent of Grantor, from time to time pledge or grant a security interest in its assets, including but not limited to the Franchise, or of the ownership interests in Assignee, to any secured lender(s) solely for purposes of securing indebtedness (and not operational control).

Section 4. The Franchise and this Consent and Approval were and are made, passed and adopted in accordance with all applicable notice and procedure requirements under all laws applicable to Grantor, and with all applicable notice and procedure requirements, and do not conflict with the laws, ordinances, resolutions and other regulations of Grantor, as presently in effect or as the same were in effect at the time the particular action was taken.

Section 5. Grantor's approval of the Consent Request and its consent to the assignment of the Franchise to Assignee shall be effective from and after its adoption and approval by the Grantor. Assignee shall notify the Grantor in writing upon the closing of the Transaction (the "Closing Date").

Section 6. Assignee, shall assume all obligations and liabilities (including any guarantee or surety) under the Franchise whether related to the period before or after the Closing Date. However this this not relieve Grantee from all obligations and liabilities to Grantor which may have arisen prior to the Closing Date.

ADOPTED BY THE CITY COUNCIL THIS 6TH DAY OF SEPTEMBER, 2016.

APPROVED BY THE MAYOR THIS 6TH DAY OF SEPTEMBER, 2016.

Mayor

ATTEST:

City Manager

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



CITY OF ASTORIA
POLICE DEPARTMENT

August 29, 2016

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: PARKING AND VISITOR INFORMATION AGREEMENT – ADHDA

DISCUSSION/ANALYSIS

During the budget hearings for fiscal year ending 6/30/2017 staff presented a concept of providing a new service of contracting downtown parking enforcement to the Astoria Downtown Historic District Association (ADHDA). As a part of their duties, the ADHDA parking officer would also provide information services to visitors. Because both encouraging turnover in downtown parking spaces and providing visitor information, this program can be funded from the Promote Astoria Fund.

Staff has negotiated a contract that is acceptable to both staff and the ADHDA. The contract provides \$22,000 to the ADHDA to provide both services. Administration of the program is left to the ADHDA. Any parking violations written by the ADHDA employee would be filed in Astoria Municipal Court and any fine proceeds retained by the City. The City will provide citations and uniforms to the ADHDA employee. ADHDA will be required to submit annual reports.

The ADHDA Board has approved the agreement and is ready to sign the agreement. The \$22,000 is included as a line item in the Promote Astoria Fund. The document has been reviewed and approved as to form by City Attorney Henningsgaard.

RECOMMENDATION

It is recommended that Council authorize execution of the contract and approve the expenditure of the funds from the Promote Astoria Fund.

A handwritten signature in dark ink, appearing to read "Brad Johnston", is written over a horizontal line.

Brad Johnston
Chief of Police / Assistant City Manager

AGREEMENT FOR PARKING AND TOURIST INFORMATION SERVICES

THIS AGREEMENT, made and entered into this ____ day of _____, 2016, by and between the CITY OF ASTORIA, OREGON, a municipal corporation, hereinafter referred to as "City", and the ASTORIA DOWNTOWN HISTORIC DISTRICT ASSOCIATION, hereinafter referred to as "ADHDA".

WHEREAS, the City has a recognized need for uniformed individuals to provide tourist assistance and information.

WHEREAS, the City requires parking management services and enforcement supervision for on-street parking within certain areas of the City of Astoria.

WHEREAS, the ADHDA represents to the City that it is an agency capable of providing these services.

NOW, THEREFORE, in consideration of the premises, the parties do initially agree as follows:

A. ADHDA Responsibilities.

1. The ADHDA will design and implement a program for the provision of tourist assistance and information services.
2. The ADHDA shall be responsible for enforcement of parking regulations within the Astoria Downtown Parking District defined in Code Section 6.355(7). The ADHDA shall cite violators into Astoria Municipal Court using the standard form of citation employed by the City.
3. The ADHDA shall be responsible for all aspects of the program for the provision of tourist assistance /information services, and management of parking enforcement. Its responsibilities shall include, but are not limited to, paying all expenses incurred in connection with management of these programs and promoting the use of the appropriate parking areas by tourists, shoppers and patrons of service establishments and all other necessary and reasonably related incidental activities.
4. The ADHDA will fully account for any funds that are advanced to the ADHDA by the City pursuant to this Agreement. Any funds received will be expended only for parking enforcement and the provision of tourist information services.
5. ADHDA will maintain fiscal records in a manner approved by the finance director showing all receipts and expenditures of funds. All records will be kept in such a manner as shall be subject to municipal audit as directed by the finance director of the City.
6. The finance director of the City and the city manager, or their authorized representative, shall, until the expiration of three (3) years after final repayment of any monies advanced by the City to ADHDA, have access to and a right to

examine all books, records, documents, papers and records of transactions involving the subject matter of this Agreement.

7. The ADHDA shall prepare annual reports of tourist information and parking enforcement activities describing the programs conducted and results obtained. This report shall be prepared in compliance with any directions from the City Finance Director and include a summary of all expenditures for the program.

8. Submit by March 1st of each year this Agreement is in effect, an annual budget of projected expenses. This budget is subject to the approval and/or amendment of the City Council. Included in the budget shall be an accounting of all city funds advanced pursuant to this Agreement.

B. City Responsibilities. The City agrees to make funds available to the ADHDA on the following basis:

1. The City shall advance a sum not to exceed \$22,000 to ADHDA for implementation of this program.

2. The City shall provide ADHDA with two (2) uniform shirts and a rain jacket which will appropriately identify the ADHDA agent as a tourist information and parking control officer. All enforcement activities pursuant to the agreement will be performed only by individuals wearing such uniforms.

C. Termination. If this ADHDA program shall, in the exclusive discretionary judgment of the City, fail to comply with any of the requirements or conditions of this Agreement or fail to effectively enforce downtown parking, the City may, in its sole discretion, without incurring any liability therefor, terminate this Agreement. If ADHDA wishes to terminate its participation in this program it shall give not less than three months notice of termination which shall be effective at the end of the current fiscal year. In such event, ADHDA shall surrender any unencumbered cash balances or other assets acquired from City or through the use of City funds authorized by this Agreement.

D. Indemnity and Insurance.

1. At all times until this Agreement is terminated, ADHDA shall provide and maintain public liability and property damage insurance in amounts not less than the limitations on liability for local public bodies provided in ORS 30.272 and 30.273. The insurance shall name the City as an additional insured.

2. The ADHDA shall require any individuals or entities with whom it contracts pursuant to this Agreement or subcontractors under this Agreement to hold harmless, defend and indemnify the City and the City's officers, agents and employees against all claims, demands, actions or suits, including attorney fees and costs brought against any of them or arising under this Agreement.

E. Independent Contractor Status. The ADHDA is engaged as an independent contractor and shall be responsible for any federal, state and local taxes and fees applicable to payments hereunder. The ADHDA, its subcontractors and its employees are not

employees of the City and are not eligible for any benefits through the City, including, without limitation, federal Social Security, health benefits, worker's compensation, unemployment compensation and retirement benefits. ADHDA agrees to comply with, and be bound by, all of the mandatory requirements applicable public contracts pursuant to *ORS 279B.235* as if the provisions thereof were fully and completely set forth in this Agreement.

F. Equal Opportunity and Non Discrimination. It is the policy of the City of Astoria that no person shall be denied the benefits 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 identify and expression. The City of Astoria also requires its contractors and grantees to comply with this policy.

G. Subcontracting. ADHDA may not assign or subcontract its enforcement duties under this Agreement, in whole or in part, without written approval of the City.

H. Preparation of Agreement. This Agreement is prepared by the City Attorney for the City of Astoria and has not been prepared on behalf of the ADHDA. No representation made by the City Attorney in the preparation shall inure to the benefit of the ADHDA, and they shall not rely upon any representations as this Agreement is solely for the benefit of the City. In the event of any questions, the ADHDA should secure its own counsel in this matter.

I. Agreement Not Construed Against Drafter. Each of the parties and its counsel, if any, has reviewed, revised and negotiated or had the opportunity to negotiate the terms and conditions, and language of this Agreement. The rule of construction against the drafting party shall not be applied in interpreting this Agreement.

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

CITY OF ASTORIA

Approved as to form

By _____
Mayor

City Attorney

City Manager
Astoria Downtown Historic District Association

By _____
President