



AGENDA

ASTORIA CITY COUNCIL

Monday, August 17, 2015
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. **PRESENTATIONS**
 - (a) Steven Blakesley and Brian Mahoney of Clatsop County Health Department
5. **CHANGES TO AGENDA**
6. **CONSENT CALENDAR**

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

 - (a) City Council Minutes of 7/20/15
 - (b) Authorization to Submit Annual Ready to Read Grant (Library)
 - (c) Set up and Equipment for Two Police Vehicles (Police)
 - (d) Authorization of Easement to PacifiCorp – Yacht Club (Public Works)
 - (e) License to Occupy a Portion of the Alameda Avenue Right-of-Way Adjacent to 553 Alameda Avenue (Public Works)
 - (f) Astoria-Warrenton Area Chamber of Commerce Contract (Finance)
 - (g) Promote Astoria Funds – Arts and Cultural Grants (Finance)
7. **REGULAR AGENDA ITEMS**
 - (a) Ordinance to Vacate Nile Street (2nd reading & adoption) (Public Works)
 - (b) FEMA Flood Insurance Maps – Update and Phase 2 Authorization (Public Works)
 - (c) Geological Hazards Mapping Update (Public Works)
 - (d) Astoria Forest Carbon Consultant Services – Public Hearing to Exempt Contract from Competitive Solicitation Requirements (Public Works)
 - (e) Public Hearing for Exemption to the Standard Solicitation Method regarding Pump Station 1 Upgrades (Public Works)
 - (f) Public Hearing and Ordinance Amending the City Code to Prohibit Smoking and Tobacco Use in City of Astoria Parks (1st reading) (Parks)
 - (g) Authorization to Establish a Scholarship Program for Parks and Recreation Department Services (Parks)
 - (h) Authorization to Hire RARE Participant for Parks Masterplan Development (Parks)
7. **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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August 13, 2015

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: ASTORIA CITY COUNCIL MEETING OF AUGUST 17, 2015

PRESENTATIONS

Item 4(a): Stephen Blakesley and Brian Mahoney of Clatsop County Public Health Department

Stephen Blakesley and Brian Mahoney with the Clatsop County Public Health Department will give a presentation on services provided by the Clatsop County Public Health Department.

CONSENT CALENDAR

Item 6(a): City Council Minutes

The minutes of the City Council meeting of July 20, 2015 are enclosed for review. Unless there are any corrections, it is recommended that Council approve these minutes.

Item 6(b): Authorization to Submit Annual Ready to Read Grant (Library)

The Ready to Read Grant program, administered by the Oregon State Library, is used to fund early literacy services for young children 0-6 years old and/or the statewide summer reading program for youth 0-14 years old. Grant applications must be date-stamped August 31, 2015 or earlier to be eligible and libraries have one calendar year to spend grant funds. In this grant application, the Astoria Public Library will partner with the Lower Columbia Hispanic Council to provide books and materials for early literacy activities to parents with children aged birth through six. Five early literacy kits will be created based on the early literacy practices of the Every Child Ready to Read curriculum (reading, singing, talking, writing and playing). Each kit will contain books and activities in Spanish or Spanish and English that support one of the practices. The Hispanic Council Community Liaison will use the materials in the kits with parents and children during home visits and early literacy programs. \$1,256 is being requested in Ready to Read grant funding. It is recommended that Council authorize submittal of the Ready to Read grant application in the amount of \$1,256.

Item 6(c): Setup and Equipment for Two Police Vehicles (Police)

At the August 3, 2015 meeting Council approved the purchase of two vehicles. At that time staff indicated a separate authorization would be required for the setup of the two vehicles. Staff has obtained a quote of \$15,500 for the setup of the two vehicles. This amount is included in the Fiscal Year 2015-16 budget. It is recommended that Council approve the expenditure of \$15,500 for the setup of the two Police vehicles previously approved for Fiscal Year 2015-2016.

Item 6(d): Authorization of Easement to PacifiCorp – Yacht Club (Public Works)

The City received a request form PacifiCorp for an easement on a portion of the City owned Yacht Club property located at 1555 W. Marine Drive. This easement is needed to address encroachments from existing utility appurtenances and to document improvements associated with required work on the Old Youngs Bay Bridge. City Attorney Blair Henningsgaard has approved the easement as to form. It is recommended that Council authorize staff to grant an easement to PacifiCorp for the requested area.

Item 6(e): License to Occupy a Portion of the Alameda Avenue Right-of-Way Adjacent to 553 Alameda Avenue (Public Works)

The City has received a request from Chris Dieckhoff to occupy a portion of the Alameda right-of-way in order to replace three existing landscape walls that are deteriorating with one new retaining wall in the Alameda right-of-way. The new wall will prevent additional soil movement on the slope fronting 553 Alameda Avenue and support a portion of the front deck. The Development Review Committee has reviewed this request and recommends a License to Occupy. The License Agreement has been reviewed and approved as to form by City Attorney Blair Henningsgaard. It is recommended that Council approve a License to Occupy, subject to the conditions contained in the Public Works Director's memo, for a 25 foot by 8 foot portion of the Alameda Avenue right-of-way adjacent to 553 Alameda Avenue for the purpose of constructing a retaining wall.

Item 6(f): Astoria-Warrenton Area Chamber of Commerce Contract (Finance)

City Code Section 8.045.18 requires organizations receiving funds from the Promote Astoria Fund to enter into a contract with the City. A draft agreement for the professional services for Visitor Center and Lower Columbia Tourism Committee Services is attached for Council consideration. It is recommended that Council approve execution of the Agreement for Professional Service with Astoria-Warrenton Area Chamber of Commerce and commence payments for services provided for in this Agreement.

Item 6(g): Promote Astoria Funds – Arts and Cultural Grants (Finance)

City Code Section 8.045.18 requires organizations receiving funds from the Promote Astoria Fund to enter into a contract with the City. A draft letter is provided with the grant terms and acceptance of terms language for Council

consideration regarding the annual Arts and Cultural grants provided through Promote Astoria funding. It is recommended that Council approve disbursement of the Arts and Cultural Program funds as recommended by the sub-committee and approved in the Fiscal Year 2015-2016 budget utilizing the attached disbursement letter.

REGULAR AGENDA ITEMS

Item 7(a): Ordinance to Vacate Nile Street (2nd reading & adoption) (Public Works)

The City has been working with Verizon to facilitate the relocation of the wireless communication facility currently located on Coxcomb Hill. The proposed relocation area is located in the forested area in Shively Park. Staff will be bringing a draft Lease for the Shively Park location to the City Council for consideration separately. The site proposed for the new facility is located on property owned by the City; however, a portion of the facility would need to be located within an unimproved portion of the Nile Street right-of-way in order to accommodate the structure. This process will result in the ability of the City to potentially lease the proposed site to Verizon for a wireless communication within the Shively Park. At their August 3, 2015 meeting, Council held a public hearing and conducted the first reading of the ordinance to vacate. It is recommended that the Astoria City Council conduct the second reading and adopt the ordinance to vacate the south 30 feet of Nile Street within Shively Park area.

Item 7(b): FEMA Flood Insurance Maps – Update and Phase 2 Authorization (Public Works)

The City entered into an Intergovernmental Agreement (IGA) with the City of Warrenton and Clatsop County in December of 2014 to hire a third-party engineering firm to analyze the data provided by the Federal Emergency Management Agency (FEMA) regarding D-FIRM maps for the Clatsop County region. The City of Warrenton, acting as lead agency, solicited proposals and entered into an agreement with Coast & Harbor Engineering to complete the initial analysis. The cost of Phase 2 is \$27,700 which will be divided between the parties. The City of Astoria's estimated share is \$7,000. Collin Stelzig, the lead consultant on the project, will be available to give an update and answer any questions Council may have. It is recommended that Council authorize the Mayor to sign Amendment 1 of the IGA between the City of Astoria and the City of Warrenton resulting in an expenditure of an amount not-to-exceed \$7,000 for additional flood map analysis.

Item 7(c): Geological Hazards Mapping Update (Public Works)

The City's existing Past Landslides Map is outdated and does not clearly show all recent slides and changes to the boundaries of existing known landslides. The landslides shown were mapped over the past 75 +/- years. It also does not include the Department of Geology and Mineral Industries (DOGAMI) landslide inventory presented to the City in 2013. The current mapping does not include fill areas which are susceptible to subsidence (ground sinking) during an earthquake.

Based on the variety of data available it was determined that it would be beneficial to combine all information into one new map titled “City of Astoria Geologic Hazards Map”.

In July of 2014 staff was offered an opportunity to apply for a \$5,000 Oregon Division of Land Conservation and Development (DLCD) Oregon Coastal Management program Technical Assistance Grant. The Public Works Department had already budgeted \$5,000 to begin the update and with the additional \$5,000 in grant funds was able to complete the work. The project is now complete. One of the grant requirements was that the City Council accepts the new mapping once complete. It is recommended that City Council accept the new mapping for use in the City GIS system for planning, permitting and engineering purposes.

Item 7(d): Astoria Forest Carbon Consultant Services – Public Hearing to Exempt Contract from Competitive Solicitation Requirements (Public Works)

At their June 4, 2015 meeting, the City Council approved a contract with The Climate Trust to sell carbon credits generated from the City of Astoria Watershed Forest Carbon Project. The contract requires that the initial forest carbon credits must be delivered to The Climate Trust (TCT) between March 15 and May 15, 2016. In order to meet TCT’s initial forest carbon credit delivery date, a development phase, third-party verification, and registration with the American Carbon Registry (ACR) must be completed. The forest carbon project development process is complex and time intensive. The development process requires unique knowledge and skills to meet the technical requirements of the ACR forest carbon methodology used for the project.

City staff seeks to contract with L&C Carbon to lead the remaining forest project development activities, including coordination of the third-party verification process with ESI, and managing the ACR registration process. L&C Carbon, a nationally recognized Oregon-based consulting firm, has a knowledgeable and skilled team of forestry professionals exceptionally well-suited to compete the City’s forest carbon project on time and within budget. The L&C Carbon team is highly experienced in developing forest carbon projects nationally and internationally. L&C authored the ACR methodology that will be used by the City for the project. It is recommended that Council conduct a public hearing for the purpose of taking public comment on the findings for exemption from the competitive solicitation requirements, and adopt findings that authorize the direct appointment process to contract with L&C Carbon LLC to provide forest carbon project development services for the not-to-exceed amount of \$31,750.

Item 7(e): Public Hearing for Exemption to the Standard Solicitation Method regarding Pump Station 1 Upgrades (Public Works)

The City of Astoria’s wastewater treatment facility, interceptor and the main pump and lift stations were constructed in the mid-1970s. Pump Station No. 1 (PS#1) is the largest pump station in Astoria and is located in the Alderbrook neighborhood. This pump station receives approximately 95% of the City’s combined sewage flows and, depending on the weather and the season, pumps between one and 18

million gallons per day to the City's wastewater treatment plant (WWTP). On June 1, 2015, Council authorized Richwine Environmental to prepare a Concept Design Report for this project, which was recently completed. The report recommends a project scope that includes replacement of the pump's variable frequency drives (VFDs) and installation of a new control system at PS#1. Estimated project cost with engineering services, installation, and project management services is \$225,000. The report also includes an evaluation of alternative project delivery in lieu of the traditional design-bid-build process. A hybrid contract is allowed by City Code and was determined to be the most advantageous type of contract for this specialized project. It is recommended that the City bid this project using a Progressive Design Build approach to expedite construction.

At their August 3, 2015 meeting, Council scheduled a public hearing for August 17, 2015 to take public comment on the findings for exemption to the standard solicitation method. The City Attorney has approved of the City using this exemption to the competitive solicitation process and is finalizing the contract language. It is recommended that Council conduct a public hearing for the purpose of taking public comments on the findings for exemption to the standard solicitation method and adopt findings that authorize use of a Progressive Design Build Contract for design and construction of the Pump Station No. 1 Project.

Item 7(f): Public Hearing and Ordinance Amending the City Code to Prohibit Smoking and Tobacco Use in City of Astoria Parks (1st reading) (Parks)

The mission of the Astoria Parks and Recreation Department is to provide life-long learning, wellness, and well-being through recreational opportunities and is dedicated to the preservation of natural resources, open spaces and facilities that inspire and bring neighbors together. To support and reinforce this mission, the Astoria City Code provides rules and regulations of Astoria's Parks. Currently these regulations do not limit tobacco use or prevent users of City of Astoria Parks from second hand smoke exposure.

At the request of citizens and Parks and Recreation Advisory Board members, Mr. Stephen Blakesley, with the Clatsop County Public Health Department, gave a presentation on smoke and tobacco free parks / recreation areas during the May 27, 2015 Board meeting. His presentation included an overview of tobacco control and enforcement, agencies throughout the State that have implemented tobacco and smoke free policies, statistics on tobacco use, information about the tobacco industry, and how to make an informed decision about such a policy. Mr. Blakesley's presentation is attached. Upon conclusion of the discussion, the Astoria Parks and Recreation Board unanimously voted to develop a smoke and tobacco free policy to be recommended for City Council adoption. The City Attorney has reviewed and approved as to form the proposed ordinance that would implement this policy. If the Council is in agreement with the Parks and Recreation Advisory Board's recommendation, it would be in order for Council to conduct a public hearing and hold a first reading of the proposed Ordinance. It is recommended that the Astoria City Council conduct the scheduled public hearing and if deemed appropriate, hold a first reading of the ordinance to prohibit smoking and tobacco use in City of Astoria Parks.

Item 7(g): Authorization to Establish a Scholarship Program for Parks and Recreation Department Services (Parks)

The City of Astoria Parks and Recreation Department plays a central role in defining the City's quality of life and is committed to offering low cost recreation programs, facilities, special events, and making its programs accessible to all segments of the population, as possible. Since 2009 the Parks and Recreation Department has hosted an unofficial scholarship program that waived over \$35,000 in program fees last year. Although this program is well utilized it has many shortcomings. To correct this without eliminating the scholarship program, the Parks and Recreation Department is proposing a formalized scholarship program. Parks Director Cosby has drafted policies and practices for this program which may be found in her memo that is included in the agenda packet. Additionally, a scholarship fund has been established with the Astoria Parks, Recreation and Community Foundation, to provide partial and full subsidies to eligible applicants for selected Recreation programs. The Astoria Parks, Recreation, and Community Foundation have fundraised over \$8,600 in scholarship funds since beginning a fundraising campaign in late May. During the May 27, 2015 Parks and Recreation Advisory Board meeting, the Board discussed the policy and practices noted above. Upon conclusion of the discussion, the Astoria Parks and Recreation Advisory Board unanimously voted to recommend the policy and practices to City Council. It is recommended that the Astoria City Council adopt the Scholarship Policies and Practices which were recommended by the Parks and Recreation Advisory Board.

Item 7(h): Authorization to Hire RARE Participant for Parks Masterplan Development (Parks)

The City of Astoria last completed a Parks Master Plan in 1978 and the Parks and Recreation Department has found inefficiencies in operating without the guidance and policy direction of such a plan. On May 18, 2015 the Astoria City Council adopted "develop a city parks master plan" as a City Council goal for the 2015-2016 fiscal year. The City Council then allocated \$35,000 of funding in the 2015-2016 Fiscal Year budget to complete a system-wide Parks and Recreation Master Plan to provide guidance and policy direction for Astoria's Parks, Aquatic Center, Recreation Center, and Recreational Programs. In an effort to produce a quality Master Plan with limited financial resources, the Parks and Recreation Department has coordinated with the University of Oregon's AmeriCorps RARE program. The mission of the Resource Assistance for Rural Environments (RARE) Program is to increase the capacity of rural communities to improve their economic, social, and environmental conditions, through the assistance of trained graduate-level participants who live and work in communities for 11 months. Participants assist communities and agencies in the development and implementation of plans for achieving a sustainable natural resource base and improving rural economic conditions while gaining community building and leadership skills.

The planning process must include substantial citizen involvement, inventory of existing conditions and facilities, analysis of issues and community needs, and specific recommendations that include specific actions, priorities, and costs.

Additionally, to complete the planning process the Parks and Recreation Master Plan will be an adopted planning document through the local land use approval process. A service agreement with the University of Oregon is required to finalize the RARE participant's placement in Astoria. A templet of the service agreement has been approved by the City Attorney and is attached for your review. It is recommended that Council authorize the City Manager to enter into a Service Agreement with the University of Oregon for an AmeriCorps RARE participant.

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, and Price

Councilors Excused: Mayor LaMear

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

City Manager Estes introduced the new Community Development Director Kevin Cronin. Mr. Cronin said he was looking forward to meeting everyone after the City Council meeting.

PUBLIC COMMENTS (NON-AGENDA)

Jean Reitman, 1212 Niagara, Astoria, gave an update on the issue with her property that was discussed at the last City Council meeting. She was asked to submit a proposal of what she planned to do. She was asked to do a number of things and report to seven different people. She has jumped through all the hoops, did everything she was asked, and submitted all of the information. The proposal was finally read and approved about two or three weeks after she wrote it. She believed everything would be fine because the proposal was approved without any conditions and Mr. Harrington had said the proposal was well thought out, that he was pleased with it, and the project should turn out beautiful. She fought a few more small battles and Mr. Ames delivered 100 bales, as promised. One of the Councilors even helped move the bales, which amazed her. She believed the City was finally cooperating and both parties were on the same page. Mr. Ames had told her he would do what he could to increase the number of bales delivered because it was crucial to the project. She needed at least 100 bales per delivery. However, the very next day, she was handed off to another person and had to start all over again. One month has passed and she has gotten nowhere. Many of the bales are ruined because they were rained on. She has not received a single email or reply from those involved in this and she has not been invited to any of the meetings where decisions about this situation were made. She is the project manager, she knows the science and technology, so she should be included in the discussions. She now has ruined bales, bales that cannot be placed, and bales that now weigh 150 pounds after being left in the rain. The project is complex and she has been planning it for many months. The work must be done a certain way. She believed the City only had three options:

- Deliver at least 50 bales at a time every day that she asks for them and have the delivery men place the bales where she wants them. She can no longer lift the bales.
 - Leave the bales where they are and she would hire a company, at her expense, to deliver and place the bales. She would immediately cover the bales with sod and weather proofing.
 - Do nothing.
- No other options will work. Ten or twenty bales at a time will not work. She knows how the project should go and realized the City is trying to protect against fire hazards. However, she is already protecting the bales from fire. There really is no risk and her plan has been approved. She did not understand why she and the City were still at an impasse.

Chief Ames said 120 bales have been delivered to Ms. Reitman's house. The majority of the bales were stored in her garage for safekeeping. Ms. Reitman intended to use about 20 bales in her yard and garden above Niagara. Initially, the City said it would deliver 10 to 12 bales at a time. However, Ms. Reitman said she would store the bales in her garage, where it would be difficult for someone to toss a cigarette or match. He told Ms. Reitman that he only felt comfortable delivering 10 or 12 bales to the right-of-way along Niagara because the weather is so dry, but understood this would make completing the project difficult. Therefore, they agreed that Public Works would deliver up to 20 bales or whatever would fit on the customized pallet built to make the delivery possible. As Ms. Reitman received the bales, she could seed, sod and cover the bales with dirt, and then call Public Works to schedule the next delivery. This process would continue until the project was complete.

He confirmed the bales would be delivered to the property that Ms. Reitman prepared by removing blackberries. Twenty bales were delivered Friday at 9:00 am and he believed another delivery has been made since then.

Councilor Herzig asked if the delivery drivers could place the bales where Ms. Reitman wanted them. He agreed the bales would be heavy if they were wet. Chief Ames said on Friday, the bales were left on the pallets because Ms. Reitman had indicated she could handle them. He did not know how that morning's delivery was handled. He believed it would be best for Ms. Reitman to hire a company to deliver the rest of the bales and do the landscaping on her property. However, staff would need to coordinate with the company so the access gate to the rock quarry could be open at the time of pick-up.

Councilor Herzig agreed this would be the best way to move forward.

Ms. Reitman agreed as well. Placing the sod would begin in about five weeks, but she needed the bales about two weeks prior to the sod. The bales would remain on City property for about two or three more weeks, and then she would have a company pick up all of the bales at once and arrange them in their permanent location. Then, she would weather proof and condition the bales over two weeks. Finally, the entire area would be covered with sod all at once. She would pay for all of the expenses and just wanted the City to cooperate. City Manager Estes understood that Chief Ames was concerned about the numbers of bales stored adjacent to the Niagara Street right-of-way.

Ms. Reitman confirmed that even if the City delivered all of the bales, her contractor would place the bales within a short period of time. She would supervise the work. She has hired a professional landscaping company with the proper equipment to move the bales to their permanent location. All of the work could be done in a manner of hours. After the bales are placed, she would water proof them. She would try to make the bank more diagonal, which is about 20 feet high and very steep. Hopefully, the bank can be used for plantings and be kept healthy over the years. After the bales are conditioned for about a week to 12 days, the landscaping company would return to sod the entire area. Weatherproofing would consist of covering the bales with tarps and dirt. So far, she has only had 100 bales delivered to her garage and 20 bales were delivered on Friday. One of the 20 bales was ruined, so she sent it back. The remaining 19 bales are covered with a tarp, but she cannot do anything with so few bales. She must have at least 100 bales before she can do any work. She believed hiring a company was best at this point. Many companies are very literate about natural building.

Mayor Pro Tem Warr asked if she hired a local company.

Ms. Reitman said no, local companies do not understand the project. However, companies in Seaside and south of Seaside do these types of projects all the time. She wants the soil to be healthy, the area to be planted well to minimize erosion, and prevent the blackberries from returning. The project will protect the bank on her and the neighbor's property. The bales in the garage are too heavy for her to lift. She placed some bales on the far side of her garden because they will be used for gardening. Then, there are 19 bales at the bank. All of the bales are covered. She cannot do anything with the bales at the bank until the project gets further along.

Councilor Herzig asked how long it would take to weatherproof the bales once they have been delivered.

Ms. Reitman confirmed the bales would be weatherproofed the same day they are delivered and would continue to be weatherproofed for two weeks. However, during the two weeks, she would be working with the bales to condition them. Conditioning the bales to create healthy soil includes fertilizing, hydrogenation, liming, and a ph analysis. After two weeks of conditioning, sod will be laid over the entire area. This will create a new bank that is sloped and even. The sod will be tall turf fescue that will not get dry in the summer and holds the soil together. If the City wants to plant trees or do anything with the right-of-way in the future, nothing will need to be done to the beautiful soil.

Councilor Herzig understood no bales would be delivered and the situation would remain status quo for two weeks.

Ms. Reitman confirmed this was correct and said the bales needed to remain covered during this time. She has not been told whether the bales are covered, but she has submitted repeated requests for the City to make sure they are covered where they are being stored. Covering the bales is crucial. If they remain uncovered and it rains again, the bales will be wasted.

Councilor Herzig asked if Chief Ames could work with Ms. Reitman upon delivery of the bales to the right-of-way to ensure another fire hazard situation does not occur.

Ms. Reitman said the bales would be covered the entire time and she was willing to allow Chief Ames to inspect the bales. Chief Ames agreed to spend as much time as necessary working through this situation. He believed it would be beneficial for he, Mr. Harrington, Director Cook, City Manager Estes, and Mr. Nelson to meet and plan exactly what will happen, including how and when the work will take place. If 50 or more bales sit on the right-of-way, the weather continues as is, and Ms. Reitman is unable to do the seeding, place the sod, and covering of dirt, the situation will be the same as it was a month ago. He believed a meeting would be best for everyone involved to make sure they were all on the same page before moving ahead.

Ms. Reitman asked how covering the bales with dirt and a tarp would be different from covering them with sod. Chief Ames said if the bales were covered with a tarp, they would need to be airtight and Ms. Reitman would need to make sure no one could flick a cigarette or a match on the tarp. The current weather conditions make him very nervous about allowing this in a residential neighborhood.

Ms. Reitman said as long as the bales remain safely covered in storage, the project could be delayed until the weather conditions are more favorable. She said it would be no problem to wait until September. Chief Ames said he would feel better if the project was delayed, but was concerned about Ms. Reitman having to work in the rain.

Ms. Reitman reminded that she would not be doing the work. She would hire a company and did not have to worry about the timing. Pushing the project into the rainy season would not change anything.

Councilor Herzig understood this agreement was contingent upon the bales being covered while in storage. He appreciated that Chief Ames was willing to work with all of the parties involved. He believed the situation should have been plotted out long ago. He was sure that Ms. Reitman and Chief Ames could work together to deal with any potential risks and thanked Ms. Reitman for her flexibility.

Ms. Reitman said thank you, noting that this discussion was very positive.

Mary Eng, 8th and Harrison, Astoria, displayed a purple blanket, noting that she wanted to start a blanket drive for the homeless. This blanket was given to her by the Portland Police Department, who gives free blankets to people in need. Earlier that day, she and a friend interviewed Patrick Ryan who received a \$750 ticket for sleeping or camping in Astoria. Officer McNeary issued the citation on July 19th at 12:14 am on a corner of West Bond Street. She wondered if this was some kind of executive malfunction or if a policy exists. The Mayor appeared to deny the situation at the Meet the Mayor event. She had heard a rumor that homeless people were getting \$1,200 citations. She would pay Mr. Ryan's fine and refer him to social services if she had the money. All she had was the blanket, but said maybe others have comfort items that would soften the blows of intense poverty that people have been experiencing lately in the current economy. She asked Council what policies and solutions were in place. She hoped she would never hear the homeless referred to as a problem because she did not view them as a problem. She understood the homeless were a difficult community to work with sometimes. There were times she was concerned for her own safety when working with the homeless on skid row in Los Angeles. As a woman, there are times when she is unable to go into homeless communities safely. She would appreciate the support of someone like Officer McNeary in such a situation; however, if Officer McNeary was in error when issuing the ticket, she wanted the City to drop it and apply their state funding to resources like Clatsop Community Action. She was not ungrateful for the kindness of the community, federal programs, and the Oregon Healthcare Plan. She was grateful for everything Council does to make Astoria a beautiful and great city and she respects safety concerns. However, she is highly concerned with dignity and very passionate about human rights. The citation upset her, so she wanted to start a blanket drive as a way of turning the situation into something positive. The blanket represents the dignity and sanctity of human life and the beauty of people like Mr. Ryan, who need help. He may not need the blanket, but might need socks or toothpaste. She believed the community could work together on this. She thanked Council for listening and said she hoped to meet each Councilor personally.

Roger Warren, 37th Street, Astoria, said there was a meeting a year ago to discuss the issues with the massive influx of Goonies fans. The City and Chamber of Commerce have done an excellent job promoting the Goonies

and there are still a lot of problems. Parking has been shifted to a lower part of the street and this has created many problems for people that live on 37th Street. He volunteered to be part of a group that tried to fix the problem, so he receives many emails about this. Three weekends ago, he was blocked in and could not exit his alley way. People were rude and cussed at his wife. The group continues to meet and plead with the City to come up with a solution. He wanted others to understand that he lives on a dead end alley that gets 1200 people each day, walking with their dogs. Residents regularly clean up after the dogs. This situation was put into the community without the resident's input. Every time he asks how this happened, no one can give an answer. However, the problems continue and he would appreciate any efforts to plan ahead for the next five years.

Mayor Pro Tem Warr asked if the situation was as bad now as it was a year ago.

Mr. Warren believed his block was not as bad, but his neighborhood now has signs that are bigger than the signs allowed in downtown. He and his wife own three businesses that are required to have small signs, but there is a 4-foot by 8-foot sheet at the bottom of his driveway that directs Goonies traffic. All of his neighbors have signs as well. He still gets blocked in, but the impact has shifted away from his house. This year, there have been more people. Each year, someone says the traffic will die down, but it continues to grow and increase.

Mayor Pro Tem Warr said he understood because the people walk right by his house. He asked if Mr. Warren had any specific recommendations for improving the situation.

Mr. Warren said he has called the police, who have done a great job of getting people to move. He and the group have made many recommendations, including shutting the house down as a tourist attraction. He understood the house was a major attraction and a money maker for the museums in Astoria. However, no one really planned for the impact of the traffic. This has torn his community apart and many of the residents are still angry, but they are not speaking about this at meetings. He would like to meet with someone who is an expert at planning. If he were planning a weeklong event for 1200 people in a dead end alley, he would consider the neighbor with a daycare who needed two extra parking places. At least 20 cars turned around in his driveway today because there is no outlet. People are still coming to the house sporadically and in large numbers. He was willing to sit down with someone to discuss the impact and do some planning. He appreciated what the City and the Chamber have done to lessen the impact on his home, but the impact had simply shifted.

Councilor Herzig said all of the signs make the neighborhood look like a war zone. The neighborhood is already difficult to navigate. One woman told him the only visitors she speaks with are people that have gotten lost looking for the Goonie house. He believed the problem was getting worse each year.

Mr. Warren added that he supports tourism and was very reluctant to get involved until he was asked to be on a committee to look into these issues. The problems have progressively gotten worse each year, so he is asking for help.

Mayor Pro Tem Warr noted that Mr. Sterling wanted to discuss the engravings at the Garden of Surging Waves. Mr. Sterling had a letter to give the Councilors that included some confidential information and believed the conversation would only take about five minutes. He clarified the documents were not private, just personally sensitive.

Judd Sterling, 425 Floral Street, Astoria handed out copies of his letter at the dais and requested the recorder be turned off. Someone noted this was a public meeting. He said it was difficult for him to be at the meeting. In the spring of 2008, his daughter threatened to kill her mother with a fork. The police took her to Alaska Psychiatric Institute, where she was held for seven months. He asked City Council to read the two-page letter and he would answer any questions.

Councilor Nemlowill explained that the letter would become public record as soon as it was read by Council. Mr. Sterling indicated he was unaware of this and asked if the letter would be given to the newspaper. Councilor Nemlowill said the letter would be given to anyone who requested a copy of it. Mr. Sterling said he did not care if the letter was published.

Councilor Herzig noted that a person cannot be named without their consent and asked if the full name could be replaced with initials on the paver at the Garden of Surging Waves.

Mr. Sterling said he spoke with City Attorney Henningsgaard and spent many hours over many days researching privacy laws in Oregon, Astoria, and at the Garden of Surging Waves. Currently, other than the Health Insurance Portability and Accountability Act (HIPPA), there are no privacy laws that protect his daughter's name from being engraved. His research led him to a document regarding publicity laws in several states. Washington is the closest state with a publicity law that allows a name to be engraved on a piece of art or sculpture as long as the name is not a personality and is not produced more than five times. Astoria has no laws. Therefore, he would like the original paver to be put back.

City Attorney Henningsgaard said he had spoken with Mr. Sterling about this. State courts recognize that the use of another person's name or likeness without his or her permission is an invasion of privacy. There are at least four different types of invasion of privacy. The only type recognized by Oregon State Courts is the unauthorized use of another person's name. The application for a paver indicates a person wants their own name used on the paver. Astoria does not have any specific regulations. Mr. Sterling has asked to use someone else's name on the paver and this would be an invasion of that person's privacy in his opinion. This was just his opinion based on old case law and he believed the rules were not very clear.

Councilor Herzig noted the conflict was that City Attorney Henningsgaard has indicated it is not legal to display the full name; however, Mr. Sterling believes it is legal.

Mr. Sterling asked if he would have to pay to have the paver work done all over again to drop his daughter's last name. The fact that he had to make this presentation and the actions that led him to this point were wrong. The use of his daughter's last name was the mitigating factor for removing the stone and the fact that the stone was removed shows complete disregard for the Garden. Certain etiquette should have been followed in this situation. He went to see the stone, but it was gone. After speaking with City Attorney Henningsgaard, he learned the stone had been removed a month before. Staff had spoken to a lawyer about removing the stone, but said nothing to him. He just had to go and find out that it had been removed. This is not right. There should be some due process established and his rights and feelings should be considered.

Director Cosby said she spoke with Mr. Sterling when the Parks Department was first contacted by his family. Mr. Sterling came in to meet with her and they had a nice conversation. She recalled informing him that the paver would need to be removed. It is unfortunate that their recollections of the conversation were different.

Mr. Sterling said he told Director Cosby at that meeting that she needed to do what was right. In his opinion, this meant ethically and legally right, and neither the ethical nor legal rights were met. Director Cosby never told him the paver would be removed. If she had, he would not be at this meeting and would have spoken to her and City Manager Estes about this instead. He wanted the stone put back in place and asked what his options were. He wanted to know if he needed to have another stone made or if he would get \$350 back for the first stone. He worked with Mayor Pro Tem Warr for two days and the stone was installed on his daughter's 19th birthday. The stone means a lot more to him than just a pragmatic approach. City Manager Estes said he had told Mr. Sterling earlier that the City was willing to rebate the amount he paid for the stone.

Mr. Sterling asked if the money could be put towards another stone with his daughter's last initial. City Manager Estes confirmed other approaches could be considered, but any actions would need to be approved by City Attorney Henningsgaard.

Mr. Sterling said in that case, he preferred his daughter's last name be dropped because her first name is his last name. The City could just keep the money and he would compensate Mayor Pro Tem Warr for any additional amount. He also wanted the stone placed back into its original location.

Councilor Price said she completely agreed with City Attorney Henningsgaard, but believed the application could be revised. Currently, the application states "my name". Newspapers will call authors of letters to the editor to confirm the author wants it published. She had not read the entire letter, but urged Mr. Sterling to accept his daughter's wishes. This is a family matter and she was sorry Mr. Sterling had to bring the issue to City Council. She was not in favor of allowing any name or initials, other than Mr. Sterling's, on a paver. The paver is basically an advertisement in a public garden in perpetuity.

Mr. Sterling wanted Councilor Price to read the entire letter. The paver is a work of art and a sculpture, not an advertisement or for publicity. It is a statement of love and affection that he has for someone. There are pavers that people have made for others. He was shocked that he had to be at this meeting to explain this issue because the situation never should have gotten to this point. He suggested only his daughter's first name be used, instead of her first, middle, and last names. Her first name is his name and he has permission to install a paver with his name.

Councilor Price asked what the Chinese characters represented.

Mr. Sterling said the characters say, "For my daughter, with love, always." Only people who read Chinese will know what the characters say. He believed he should have the right to say his name and that he loves his daughter on the paver.

Councilor Herzig believed that was an ideal solution and he was sorry Mr. Sterling had to go through this.

Mayor Pro Tem Warr believed this solution would work as well. However, his labor rate is \$60 per hour and he has invested about \$1,500 in Mr. Sterling's paver because he knew it was important. Mr. Sterling said he would pay Mayor Pro Tem Warr for the work, but he did not want money from Mr. Sterling. This issue involves two people, Mr. Sterling, who wants the paver very badly, and his daughter, who did not want the paver as much. Mr. Sterling's daughter made her wishes known and the law does not support the position of putting the paver in the Garden. He believed using her first name and the Chinese characters would be reasonable. However, the paver was not removed to spite Mr. Sterling; it was removed because the person named on the stone was very angry that it had been placed. He offered to make another stone with the first name and the Chinese characters.

Mr. Sterling said he would like to help Mayor Pro Tem Warr make the stone.

PRESENTATIONS

Item 5(a): Goonies Event Update by Skip Hauke, Astoria/Warrenton Chamber of Commerce

Mayor Pro Tem Warr said June 4 – 7, 2015 was the 30th Anniversary Celebration of the filming of the Goonies, hosted by the Astoria/Warrenton Chamber of Commerce.

Skip Hauke, 92732 Deer Valley Road, Astoria, said he has spoken with Mr. Warren on several occasions and he wished there was a magic wand to solve the problems. He believed the Chamber had done a lot to remediate the issues in the neighborhood, but he did not know how to stop the problems. Astoria pays the Chamber to bring visitors to town and the Chamber takes this job very seriously. Bringing in visitors is also the main job of Lower Columbia River Tourism. Two or three years ago, the Mayor proclaimed the first weekend in June as Goonies Days. The 30th Anniversary event was extremely successful, as it brought 12,000 to 15,000 people to town. The vast majority of visitors are good people, but there are always a few that ruin events for the good ones. Only a small part of the Chamber's budget was for marketing to get the visitors to Astoria. All Goonies fans know that the first weekend in June is Goonies Days in Astoria. This makes the weekend a big one even when it is not the 30th Anniversary. There was also some publicity and press that the Chamber had nothing to do with. The Chamber has a public relations firm in Portland, called Maxwell PR. The Chamber also hires an advertising agency called Robeson Communications. Prior to, during, and after the Goonies anniversary event, the Chamber had 85 print and online media articles with a potential reach of 369 million people. The Chamber did not pay for these articles. He listed many of the national and international media outlets that provided national coverage, noting this has never happened before. The Chamber did not request any of this publicity and had no way to stop it. As a child, he walked by the Goonies house on his way to school each day, but has never seen the entire film. He understood there were issues. One of Oregon's Senators wrote a letter about the Goonies to the President of the United States and it was placed in the Congressional Records. He did not know what else could be done. He believed just as many visitors would still come to the Goonie house even if it were shut down. The Chamber has tried many different things, including putting up signs in the neighborhood. He believed the signs were working to a certain extent. He does not work the front desk, but is still asked about six times a day how to get to the Goonies house. He does not tell visitors about the house, but simply answers their questions. All of his employees have been trained to tell visitors to go up 37th Street, take a right at the top, park by Astor School, and walk to the Goonie house. The city installed a 4-foot by 8-foot sign to make these directions clear. He was open to any suggestions. Astoria received a lot of attention and he was confident the residents of the

neighborhood do not want such attention. However, many of Astoria's shops, restaurants, brew pubs, and hotels were full. People visit because they love Astoria, not just the Goonies. He received a letter from a family in Boulder, Colorado, who rented two hotel rooms for a week, ate at least two meals out each day, and spent hundreds of dollars in the shops. He did not want this to stop. On Goonies Weekend, there were several reports of record sales.

Mr. Warren said the residents are not mad at the Chamber or the City; they have both done a great job of marketing. With the help of the internet, the event has blown up. The recognition and the growing event is great, but it is strangling the residents at that end of town. The residents are simply asking the City to do some planning because the number of visitors is massive. Early in the process, a City official asked the residents why they do not just move. Those types of comments left an impression on the residents. He asked the City for help and asked the City not to ignore a great commercial event that occurs in a residential area. Some of the signs in the neighborhood are bigger than what is allowed on the highway. The residents just want some help.

CHANGES TO AGENDA

No changes.

CONSENT CALENDAR

The following items were presented on the Consent Calendar:

- 6(a) City Council Minutes of 6/15/15**
- 6(b) Community Development Department Project Status Update**
- 6(c) Resolution Addressing Program Details for the Continued Use and Management of the City Revolving Loan Funds Transferred to Craft3 (Formerly known as Shorebank Enterprise Pacific) (Finance)**
- 6(d) Authorization to Purchase Thermoplastic for Crosswalk Delineation (Public Works)**

Item 6(a): City Council Minutes of 6/15/15

Councilor Herzig noted the following corrections to the minutes:

- George Hague's name was misspelled on pages 1 and 2.
- Page 9, 9th paragraph: "Councilors Herzig and Nemlowill agreed that this direction to the Planning Commission **was might be** an indication that Council believed their original recommendations were unacceptable."

City Council Action: Motion made by Councilor Herzig, seconded by Councilor Price, to approve Item 6(a) of the Consent Calendar as amended. Motion carried unanimously. Ayes: Councilors Price, Warr, Herzig, and Nemlowill; Nays: None.

Item 6(b): Community Development Department Project Status Update

Councilor Herzig said recently, Council has been receiving large packets of updates from different agencies. The packets are very educational, but are overwhelming because they are a huge download. He wanted to receive reports more frequently. On Page 23 of the agenda packet, this report discusses the next phase of improvements to Heritage Square. He did not want to adopt this since the entire plan is being revisited and there might be a better location for the Sunday Market. He was unsure about a gathering area for concerts, festivals, and the possibility of the library and work force housing in the area. He was afraid that adopting this project status update would commit City Council to this agenda.

City Manager Estes explained this is just a status update based on the current plan for Heritage Square and there is no requirement to adopt it. Later during this meeting, the City's environmental consultant will give an update. Staff understands that Council might want to take a new look at the plan for Heritage Square.

Councilor Herzig confirmed that approving this item of the Consent Calendar does not commit the City Council to the language in the update. He was also concerned about repairs to the Hilltop Commercial Building, mentioned on Page 30 of the agenda packet. The update lists specific repairs that have been made to the building, noting that steady progress continues. He walks by the building every day and said a blue tarp has been on the south side of the building for over a year and has begun shredding. Tar paper on the inside of the building has become exposed and is falling apart and the vintage window display looks like the aftermath of a garage sale. He was

offended that the update indicates the work is coming along fine and wanted the relevant section of the update removed.

Item 6(c): Resolution Addressing Program Details for the Continued Use and Management of the City Revolving Loan Funds Transferred to Craft3

Councilor Herzig asked if Craft3 was charging interest on loans and if so, what happens to the interest. City Manager Estes explained that during the Budget Committee meetings, the committee wanted to update resolutions that created funds for the City. Upon reviewing the resolutions, Director Brooks noticed this one included Craft3's old name, Shorebank Enterprise Pacific. Director Brooks said she was not sure about the interest, but her intention was just to update the name of the company Astoria is currently doing business with. She did not believe Astoria currently had any funds that utilized these loans. The loans are used to assist the cleanup of derelict buildings and properties, like the Flavel House.

Councilor Herzig understood there were no loans at this time, but wanted to know if the loans would be interest free if they were issued. City Manager Estes confirmed City Council would decide the interest at the time the loan is issued. Councilor Herzig understood this meant every loan Craft3 makes comes before City Council. City Manager Estes explained that this fund is money that the City of Astoria has banked at Craft3. The money is a corpus of funds that could be utilized by Astoria City Council and the City of Astoria to provide business loans to an entity as Council chooses. Currently, there are no loans that have been issued by Astoria City Council. City Council would determine the interest rate, should the money be loaned to a specific business. The approved budget includes funds that are allocated for code enforcement use. When the City took action against the Flavel House, the necessary remediation work on the structure was paid for with monies from this budget line item. As the funds are repaid, they are deposited back into the revolving loan. Craft3 does not issue any loans independently from the City of Astoria; they just hold the money.

Mayor Pro Tem Warr confirmed this was just a housekeeping issue so no further action was needed.

City Council Action: Motion made by Councilor Nemlowill, seconded by Councilor Price, to approve Item 6(c) of the Consent Calendar. Motion carried unanimously. Ayes: Councilors Price, Warr, Herzig, and Nemlowill; Nays: None.

Item 6(d): Authorization to Purchase Thermoplastic for Crosswalk Delineation

Councilor Herzig said the thermoplastic would be used on the new Continental style crosswalks. He understood some City staff believed crosswalks were problematic and hazardous. He asked if spending this money meant the City believed in and supported the use of crosswalks. City Manager Estes said staff most certainly supports the use of crosswalks. Director Cook explained that thermoplastic has been around for awhile and it continues to be refined. Its primary use is in high traffic area because it holds up to traffic wear. Thermoplastic is less expensive than painting annually. Crosswalks are usually applied in downtown areas where there is a considerable volume of pedestrian traffic and around schools. Playgrounds do not usually have crosswalks near them because they do not generate the same volume of pedestrian traffic as a school.

Councilor Herzig believed thermoplastic was a great choice because paint wears off quickly.

City Council Action: Motion made by Councilor Herzig, seconded by Councilor Price, to approve Item 6(d) of the Consent Calendar. Motion carried unanimously. Ayes: Councilors Price, Warr, Herzig, and Nemlowill; Nays: None.

City Manager Estes confirmed that Item 6(b) was for information only and no action was necessary.

REGULAR AGENDA ITEMS

Item 7(a): Resolution Creating a Pilot Program to Allow "Parklets" on Side Streets in the Downtown Area (Public Works)

City staff has been approached by two business owners over the last year concerning the potential for their businesses to be able to establish small outdoor commercial spaces in the street rights-of-way adjacent to their

locations. In many communities that permit this activity, this is what is referred to as a "Parklet." In downtowns or older commercial areas where open space is lacking, they are seen as a way to provide more outdoor seating or landscaping, and to enliven the streetscape. The parklet would basically be a deck occupying most of a parking space, approximately 7' wide by 18' long, and contain landscaping and seating. It may or may not be in conjunction with a restaurant. They must meet ADA and building standards, and be open to the public on a 24/7 basis. They could be removed in the winter months.

Staff has recommended that they be allowed only on the "side streets" (not Marine Drive, Commercial Street, Duane or Exchange Streets), and that they be in the interior of the blocks and not on the corners. Since this involves the private use of a public right-of-way, staff (including ADHDA staff) has drawn on work done in other cities to develop and adapt several policies, which are attached for the Council's review. The ADHDA Board has reviewed the policies and proposed the idea of doing a two year pilot project for up to two parklet spaces. Once a property owner proposes a parklet project, staff would bring the proposal to the City Council for approval. It is recommended that Council consider the proposal of a pilot project for a two year period, and if approved, adopt the attached resolution.

Councilor Price said she really liked this idea and believed the Astoria Downtown Historic District Association's (ADHDA) requirements were great. She reviewed regulations in other cities and spoke with ADHDA President Dulcye Taylor about the parklets over the weekend. Portland's parklets and streeteries are available to the public 24 hours a day and dedicated to the businesses during business hours. She suggested Regulation Number 6 be edited as follows: "They shall be considered public spaces and therefore will be available to the general public 24 hours a day ~~when not occupied by the business that installed the structure.~~" This would prevent the parklet from becoming a private space, making sure the space is available to the public 24 hours a day.

City Manager Estes explained that the ADHDA discussed using the term streeterie and requested the word be removed. The language in this resolution refers to all such structures as parklets and would allow restaurants to use space for outdoor dining. When the space is not being use by a restaurant, it would be open to the public.

Councilor Price wanted language that better addressed another sort of business that is not a restaurant and that wants to create a parklet, which would be open to the public 24 hours a day with no private service. Private spaces are streeteries and public spaces are parklets. She believed this needed to be clarified.

Councilor Herzig said the issue was confusing because the 22 principals do not mention food and drink service. He believed the language should indicate food and drinks may be served and consumed in the parklets. Number 60 prohibits merchandise on a parklet, which means sidewalk sales would not be allowed. He agreed with Councilor Price that some clarity should be added to the language.

Councilor Price suggested a non-refundable application fee of \$100 and annual permit fee of \$100 or \$200. The parklets will help the businesses. Staff and volunteer time will be necessary to review the parklets and she believed the City should be compensated. The City of Eugene has requirements that prevent loose gravel and sand, and require slip resistant floor materials and that all materials to be safe for use in the environment. These requirements seemed like good things to her. She wanted all types of smoking prohibited and believed the application form should be very concise and reviewed by City Attorney Henningsgaard. She believed all of these regulations were important, even though this is just a pilot project. She asked if specific businesses had already been identified to be part of the project or if it would be a design competition. She also recommended the requirement to use local design services, materials, other services, and vendors. City Manager Estes said staff could fully address Councilor Price's concerns and suggestions at the next City Council meeting. Staff would need time to work with the ADHDA to determine what could work and what would not.

Mayor Pro Tem Warr asked if the ADHDA was serious about giving up parking spaces in downtown Astoria.

Dulcye Taylor, President, ADHDA, 1287 Commercial, Astoria, replied no. When she saw parklets in other locations, they seemed to be using parking spaces in a way that took away parking. Some of the parking spaces in downtown Astoria are loading zones where parking is prohibited, but they are not being used as loading zones. Those spots seemed to be the perfect space for a parklet. She was not suggesting parking spaces be used or that parklets be allowed on Commercial and Marine, just spaces in the side corridors. The ADHDA has suggested a pilot program because it is an interesting idea worth checking out.

Councilor Nemlowill questioned the idea of parklets when she first heard of it. However, when she heard the idea was proposed by the ADHDA and that it would be a pilot program, she believed the ADHDA should try it out.

Councilor Herzig said when staff reports back, he wanted to hear why the parklets would only be allowed in downtown. He also wanted to know the names of the two businesses that brought this idea to City staff. Only two parklets will be allowed during the two-year pilot period and Council needs to know who is applying for this project. City Manager Estes said the owners of the Astoria Coffee House and Cargo would participate in the project. At this time, placement of the parklets has not been determined. The applicants are simply inquiring about a specific site. The owner of the Downtown Coffee Shop on 10th Street would also like to have a parklet.

Councilor Herzig agreed the language should be edited as Councilor Price suggested. He understood parklets might only work in the downtown, but wanted the City to consider allowing parklets in other areas in case a business outside of downtown wanted to create one.

Item 7(b): Carbon Credit Project – Contract Approval for Third-Party Verifier (Public Works)

At the June 4, 2015 City Council meeting, Council approved a contract with The Climate Trust (Emissions Reduction Purchase Agreement) to sell carbon credits generated from the City of Astoria Watershed carbon project. The Climate Trust has agreed to pay the City \$2,057,500 over a two-year period (2016-2017) carbon credits. The contract with The Climate Trust requires the City to deliver carbon credits from the City's forest carbon project that are third-party validated and verified as meeting all American Carbon Registry (ACR) standards and requirements. On June 17, 2015, the Public Works Department issued a Request for Qualifications (RFQ) to validate and verify the City's forest carbon project. On July 8, 2015, the City received four responses to its RFQ. Submission were evaluated and ranked by Public Works staff. Environmental Services, Inc. (ESI) of North Lawrence, Ohio earned the highest overall ranking. ESI does subcontract with qualified local forestry consultants to assist with validation and verification tasks. Staff subsequently negotiated a contract price of \$29,500 to complete work. This price is within the budget estimate presented and approved by the Council at its June 4, 2015 meeting. It is recommended that Council approve award of the Bear Creek Watershed ACR Improved Forest Management Project Validation and Verification contract to Environmental Services, Inc.

Councilor Nemlowill said this project has involved many steps and asked if this would be the last one.

Mike Barnes, 33655 NE Craw Creek Road, Newberg, OR said this was not the last step. As this project moves along, staff will continue to update Council on its progress. Carbon projects are not simple and this contract is a very critical part of the project. The City must have a third party verify Astoria's work on the watershed and determine how much carbon is sequestered for sale to the Climate Trust. The City has selected a highly qualified entity that has done similar projects and has agreed to Astoria's timeline. Staff will bring to Council any additional steps that are required as the project continues.

City Manager Estes noted the contract with the Climate Trust, approved by City Council on June 4th, included an itemized list of the various steps necessary to move the project forward. Staff can provide an update to Council on what the next steps will be.

Mr. Barnes added the objective is to present \$1 million to the City in the spring of 2016.

Mayor Pro Tem Warr said the contract allows the company to charge the City outside of the contract in many areas. He was concerned that contract might not contain enough contingencies.

Mr. Barnes said staff was confident that the contract allows the City to control the process. Staff does not anticipate any expenses outside of the budget that the company has agreed to, which staff negotiated. Staff will make sure Council is notified about anything that does not go along with the contract.

City Council Action: Motion made by Councilor Herzig, seconded by Councilor Nemlowill to approve award of the Bear Creek Watershed ACR Improved Forest Management Project Validation and Verification contract to Environmental Services, Inc. Motion carried unanimously. Ayes: Councilors Price, Warr, Herzig, and Nemlowill; Nays: None.

Item 7(c): Heritage Square Environmental Update (Public Works)

John L. Kuiper of Amec Foster Wheeler will present an update of work completed on the Heritage Square EPA Grant project.

City Manager Estes said this presentation would provide Council and the community information about the EPA Grant project for the cleanup of Heritage Square. Several years ago, Astoria was the recipient of a pilot program from the EPA that provided assessment and remediation funds to clean up Heritage Square. The assessment phase is almost complete and staff looks forward to the remediation phase. The types of businesses that contributed to contamination in the area included a car dealership, a printing press, and a dry cleaner.

Engineer Harrington said the material being remediated and removed was from the construction of the Garden of Surging Waves. When the Garden was constructed, Astoria did not have permission from the Department of Environmental Quality (DEQ) to move the material off site, so it was stored on site.

John Kuiper, Amec Foster Wheeler Principle Geologist, presented via PowerPoint the details of the environmental assessment work done to date with the following key comments:

- The grant was a brownfield multipurpose grant for \$400,000, half of which was for assessment and half for cleanup. Most EPA grants only fund one or the other, so this grant was rare and the City was fortunate to receive the funds.
- Environmental assessment work began in 2003 when heating oil tanks were removed. Soil and ground water sampling was done in 2003 and 2012. Soil vapor sampling was done in 2012. These assessments found some localized areas of contamination, including cleaning solution solvents, petroleum, and some metals. However, gaps in the data were discovered, so more assessment work had to be done.
 - Councilor Herzig confirmed the last report given to City Council was before gaps in the data were noticed. City Council had understood all of the testing was complete and the project was ready to move on to soil removal, but since then DEQ had responded about the gaps.
- The investigation done in 2014 involved 13 borings across the site, 13 soil samples, 10 ground water samples, composite samples of the two soil piles in the former Safeway basement footprint, and the stockpile underneath the raised parking deck. This investigation indicated widespread, low level impact to soil from petroleum, polychlorinated biphenyls (PCBs), and metals. Some partially defined areas contained higher lead and polynuclear aromatic hydrocarbons (PAH) levels beneath the parking deck. Therefore, the stockpiled soils are not ideal for reuse on site. The groundwater samples contained some low level chlorinated solvents and metal beneath Heritage Square and Duane Street. He explained how a biochlor model was used to calculate how quickly and how far the solvents might move in the groundwater. The model showed solvents might migrate off site towards the Columbia River. Therefore, DEQ is requiring that more work be done on the groundwater samples and the partially defined area of soil beneath the parking deck.
 - The concentrations do not pose a risk to residential, occupational, or park users as long as the site is developed at street level. Contaminates are 13 feet below street grade and in the groundwater.
 - He confirmed that a sunken amphitheater would not likely be precluded by the recommendation to develop at street level. The change in proposed use of the site from commercial to a mix of uses that includes residential has required additional testing.
- DEQ has been providing technical assistance and project management oversight since 2004, using more than \$50,000 in grant funds received from the EPA to conduct brownfield assessments. During that time, the City applied for the \$400,000 grant. DEQ has also invested time, at a cost of about \$27,000 outside of the grant funds. DEQ is working with the City of Astoria and Amec to identify a cost effective, protective, and environmentally sound method of managing the Safeway stockpiles of soils. They would like to find an alternative to hauling the soil to Hillsboro Landfill, which would consume most of the cleanup funds.
 - DEQ has approved the characterization work with the revised biochlor modeling and the cleanup, but requested some additional soil sampling data before cleanup work can begin. Based on existing contaminate information, all of the stockpiled soils would have to be taken to Hillsboro Landfill or Arlington Landfill. This is not an ideal option from an environmental or cost standpoint. Additionally, there is an undetermined amount of hotspot soil and soil above risk base concentrations under the raised parking deck. Hauling soil to the landfill and determining the amount of hotspot soil under the parking deck could exceed the \$200,000 budget for clean up, as well a delay of a No Further Action letter from DEQ. DEQ has also requested more information about how far and how quickly the chlorinated solvents in the groundwater next to Duane Street could travel.

- This month, the supplementary sampling plan, approved by DEQ and EPA, will involve 30 to 40 soil samples that will be tested for diesel, PAHs, halogenated volatile organic compounds, metals, PCBs, and some physical parameters that will help determine the suitability of soils for potential local reuse. Physical parameters include moisture content, organic content, and grain size. The EPA has made their Region 10 laboratory in Manchester, WA available free of charge for this round of sampling. This is a \$10,000 to \$14,000 value to the City.
 - Hopefully, this testing will determine which of the soils can be reused locally and what needs to be done to get a No Further Action letter for the site. The sampling will begin on July 21st.
- Between now and the end of 2015, final steps include:
 - Mid August – Deliver a detailed report of the sampling data. Council may need to decide if any parking deck removal would be necessary to remove the contaminated soils. The engineer who worked on Heritage Square believed it was unlikely the deck would need to be removed, but this cannot be determined until the soil samples have been tested.
 - September/October – Present an analysis of brownfield cleanup alternatives. Most of the options would involve digging and hauling the soils either to a local place or someplace further away. The groundwater may not need any cleanup or it may need monitoring, but he did not anticipate any large scale groundwater remediation. A contamination media management plan must be implemented before contractors can remove stockpiled soil from the former Safeway footprint and the two areas beneath the parking deck. Some of the soil beneath the parking would probably have to be taken to Arlington Landfill, but he did not know how much.
 - December – Present a final report of the entire project.
- The analysis of brownfield cleanup alternatives does not have to be approved prior to soil removal. He displayed a map that showed the areas where soil would be removed.
- He did not anticipate any restrictions to future development on the site once the work is complete. He believed any currently contemplated uses, including parks, residential, and commercial uses, would be okay. However, he did expect DEQ to restrict groundwater use on the site or on Duane Street. The contaminated media management plan would have to be maintained. The timing of the No Further Action letter is uncertain until soil sample results are received.

Engineer Harrington added that development would have to be at street level, so residential uses could not be at a basement level.

Mayor Pro Tem Warr called for a recess at 8:53 pm. The City Council meeting reconvened at 8:55 pm.

Mayor Pro Tem Warr asked for more information about the possible local use of the contaminated soils. Mr. Kuiper said use would depend on the levels of contamination. Contamination levels below certain thresholds could be used as fill in a pit or construction project. The City would have to identify possible sites and DEQ would have to agree that the sites were appropriate. Local reuse of these soils could save a lot of the funding. Engineer Harrington added that staff spent a lot of time looking at options. The material is not of a high enough quality to be used as structural fill, but could be mixed with the material in the CSO spoil site at the quarry. The soil was removed from the site because it did not have the structural strength to support the pavers at the Garden of Surging Waves project. Currently, there is no other project the soil could be incorporated into. Keeping the material on City property, under the City's control, away from ground water and encapsulated into other material would prevent the need to haul it to Hillsboro Landfill.

Councilor Herzig asked if the soil could be added to the landfill that was capped at the sports complex. Engineer Harrington said no, the sports complex site is completely capped, sealed, and closed. There is a disposal site at the sports complex, but the City wants to reserve that space. The cap was necessary because the City was disposing of waste at this site before Recology expanded and the sports complex was built. This space is no longer available, so the City must be very careful about the use of any remaining space. Once space runs out, the City must haul waste long distances, which will increase the price of all the City's projects.

Councilor Nemlowill understood the project would take more time, possibly more money, and staff does not know how long the project will take, but anticipates the site will be available for development without restrictions. Staff explained the EPA grant project is supposed to terminate at the beginning of 2016. The project is a couple of months behind because of the additional testing that is necessary. However, DEQ and EPA are working with the City to complete the remediation work before the grant deadline. The costs of the additional assessment will be paid for with the current grant because the EPA has donated their lab time. The results of the assessment

and the ability of staff to find a local use for the soil could mean extra funds would be needed to complete remediation work. DEQ, EPA, and staff are trying very hard to find local options so that grant funds are not exhausted. When the project began, staff was directed by Council to complete the project in a way that would prevent the City from having to come back to it in the future. However, this is not common for projects like this. When the grant application was submitted, staff believed the entire Heritage Square space would be left open for parking, but understood that the southern side of Heritage Square would be considered for residential development in the future. Therefore, staff wanted the area cleaned up at the highest level possible. When Council began to discuss mixed uses with housing and a library last winter, staff informed DEQ and EPA about the discussion. Now, staff wants the site to be prepared for mixed uses in case Council decides to go that route.

Councilor Nemlowill hoped the plan worked out because she believed Heritage Square could be a wonderful site to help address some of Astoria's housing needs. There is no better place as Heritage Square celebrates the workers of Astoria.

Councilor Herzig asked how far the contamination may have spread and if the senior center renovation would be affected. He also wanted to know if the Legion needed to be aware of any contamination issues because their building has a basement and sits in the middle of Heritage Square. Engineer Harrington said Astoria has a very strong ground water gradient coming from the hills. The contamination on the corner of the site was from what had been previously located at the senior center. Sampling indicated this material was not contaminated at a high enough level to cause any concern. City Manager Estes added that the senior center renovation included similar environmental reviews, which triggered the removal of the underground storage tank in order to clean up the site for redevelopment.

Mr. Kuiper did not believe the Legion needed to be concerned as long as the building stayed put. There were some solvents in the ground water; however, soil gas sampling indicated the air coming into the basement did not contain solvents.

Engineer Harrington noted there was no evidence of a potential source pollutant at that building.

Councilor Price was very concerned that it was already late summer and the project might not be complete until the spring of 2016. The minutes of the October 6, 2014 City Council meeting indicate staff was confident the area would be cleaned up by spring of 2015. There are still a lot of uncertainties and she believed it might be a good idea to start considering time versus money. The area has been a tremendous blight for the downtown merchants, residents, and visitors for a very long time. She questioned what it might cost to remove the soil and have the area refilled with good dirt and grass seed. She asked if there were alternatives to waiting year after year. Engineer Harrington did not recall saying the project would be complete by spring of 2015 and he hoped he had not said that. Staff's intention is to proceed with the project as soon as possible. Staff originally anticipated the work would be done by spring, but found out moving the material would be delayed. The CSO construction was being conducted when this grant project began, so it seemed beneficial to delay the project until the CSO work slowed down a little bit. That situation created an opportunity to save money because now Astoria can blend contaminated material into the material disposed of during the CSO work instead of trucking it to Hillsboro Landfill. When the site was demolished, staff determined it would cost between \$140,000 and \$150,000 to fill the hole. He believed that amount was still accurate. The cost to fill is so high because the walls on the site were not designed to support soil. Replacing the walls would cost \$120,000. Adding high-density foam to the walls would cost \$75,000. The walls are complicated because of the way Safeway was built; the floors were not attached very well to the walls and the walls were not attached very well to the adjacent structure. Steel pipes were installed as a safety precaution to prevent the walls from moving, but it would be very dangerous to load up the walls with soil. Once the material is removed, the foam, soil, and drainage can be put in place to level the area. DEQ will require the slab be left in place so soil does not put more pressure on the ground water.

Councilor Price confirmed that \$140,000 to \$150,000 was just to fill the hole and removing the material would cost the entire grant amount of \$200,000. Engineer Harrington explained that when the City was considering disposing of the material on the site, DEQ was going to require the soil be tested, which would have incurred even more costs. City Council decided the City could not afford to do the testing and the material would be placed in the hole.

Councilor Price asked what the timeline was and wanted to know staff's recommendation. Staff explained they anticipate removing the soil after Labor Day. The current plan, approved by a previous Council, includes an

amphitheatre. If the space were filled to the top to create a park, a portion of it would need to be excavated to build the amphitheatre.

Councilor Price said staff is working on a new plan, so the work is still quite a ways off. She estimated it would be another two or three years before the space becomes useable. City Manager Estes said when City Council approves a redevelopment plan, staff will know what needs to be done with the hole. If the plan calls for filling the hole, it can be filled with materials appropriate for the project. Councilor Price reiterated that the City should weigh time versus money. She believed the City would still be in this same situation two or three years from now.

Engineer Harrington showed slides of different types of screenings as he explained what each type is used for. The various types come in several colors and cost different prices. He described how each blocks light, behaves in wind, and is attached. He showed one option that would cost \$1,184 for the material and delivery, with installation materials costing extra.

Council and staff briefly discussed the costs and colors. Staff noted samples could be presented to Council. Once Council decides how to use the site, staff can do some improvements to make the site look better sooner than two or three years from now.

Councilor Price said she wanted Council to discuss this in the future.

Councilor Herzig wanted to proceed very cautiously to make sure the site does not need to be re-excavated after being filled. He advised against infilling before the full report from the DEQ is complete. Engineer Harrington agreed.

Councilor Nemlowill said Astoria has never faced such a housing issue. There are few areas of land for housing in Astoria and it is important to look at this valuable piece of land carefully. A lot has been invested in the site and it is the heart of the city. The building had collapsed during the recession and became a pit of despair at a really bad time. As long as the City actively discusses the site and makes it a priority, the public will know staff is working on it. The site will become an interesting and positive place as this project moves forward. The covered soil with rocks on it is hideous and hopefully it will not be too much longer before that is gone. She believed Council should focus on the property now that Astoria has a new Community Development Director. This is a good time to address the needs of the downtown area.

NEW BUSINESS & MISCELLANEOUS

Councilor Herzig said the Column will remain wrapped over the summer. He suggested lighting up the Column for a week during the Regatta. Staff has received approval from the Friends of the Column, but Council would need to revisit their policy to limit lighting the Column to two months per year. He believed the canvas would reflect the colored lights well.

City Council Action: Motion by Councilor Herzig to light the Astoria Column during Regatta Week as an exception to the limit of two months per year. Motion died for lack of a second.

REPORTS OF COUNCILORS

Item 9(a): Councilor Nemlowill reported that the Holiday Inn expansion has begun and the parking lot has been paved. The Northwest Housing Authority might be pursuing an affordable housing development on one of their properties in Uniontown. She and her children volunteered for the Citizens Helping in Parks (CHIP-In) event at Cathedral Tree Trail. She commended Director Cosby and the Parks and Recreation Department and noted Councilor Herzig also volunteered. She thanked the National Parks Service (NPS) and Tongue Point Job Corps for volunteering as well. Astoria is lucky to have the expertise and hands-on work of the NPS. The trail will be much better because of the work that was done over the weekend, which included drainage improvements and a boardwalk. People will not get as muddy when it rains. It was great to get the work done in a day instead of talking about it for many years.

Item 9(b): Councilor Herzig reported the CHIP-In event was a nice day, especially after such a hot day on Saturday. Councilor Nemlowill brought her children and Tongue Point participated. This was the first CHIP-In without Janice O'Malley-Galizio as the volunteer coordinator and the event went well. He congratulated

Director Cosby, Scott Tucker from Fort Clatsop, and Jonah Dart-McLean. On Saturday, July 25th, *Back to the Future* will be shown at McClure Park. The movie is for all ages and the entry fee is \$5.00. Beer will cost \$5.00 and he assumed the beer would be served in a segregated area to prevent minors from drinking. The fundraiser is hosted by the Parks and Recreation Community Foundation and proceeds will go towards scholarships for low income families. The event begins at 8:00 pm with the movie starting at 9:00 pm. The Astoria Studio Tour will be on Saturday and Sunday from 10:00 am to 4:00 pm. Thirty-six Astoria artists will open their creative spaces to the public. Maps are available. The event will benefit the community by showing off Astoria's arts. Art will be available for purchase at each location. Currently, the City has an ordinance stating that camping without a permit is a misdemeanor, which unintentionally criminalizes homelessness. He hoped this ordinance could be revisited after the City establishes a homelessness task force. Some of the guests of the warming center indicated they hoped to move on, but could not leave town with outstanding fines. Astoria needs to find a way to refrain from penalizing homelessness and come up with more solutions. He explained that micro-aggression includes small insults in passing, which is easy to get away with because it happens so quickly. He hoped City Council would begin to examine its use of micro-aggression at Council meetings and stop the behavior. He did not believe micro-aggression facilitated camaraderie or a team spirit when small off the cuff insults are made to fellow Councilors.

Mayor Pro Tem Warr believed Councilor Herzig's comments about micro-aggression were directed at him. He admitted that he had been impatient with Councilor Herzig, but had allowed him to speak. The City Council meetings would be much shorter if Councilor Herzig would find a way to confine the time he spent speaking. He believed Councilor Herzig used an inordinate amount of Council's time in meetings. He was not trying to be mean, but just wanted to let Councilor Herzig know how he felt.

Councilor Herzig thanked Mayor Pro Tem Warr, noting that at least he was open about his opinion. He believed democracy was worth all the time necessary. Therefore, he did not intend to abridge his remarks out of concern for the public and the patience of the Council.

Item 9(c): Councilor Price reported that on Friday, she, Celia Davis, Patty Putnam, Dulcye Taylor, Ray Merritt, and Scott Reuter [2:29:18] attempted to make a bamboo screen to cover the hole at Heritage Square. The screen turned out beautiful. However, it was hard work cutting down the 50 canes needed to make a 5-foot section. The screen hid the fence, but it did not hide the hole. She thanked City Manager Estes and Engineer Harrington who provided guidance and approvals for the project. It was a great effort, but the project will not continue. She believed a tennis court screen, as proposed by Engineer Harrington, would be useful. Building the screen provided a great opportunity to speak with visitors, business owners, and residents. People who spend a lot of time downtown do not notice the hole as much as everyone else.

Item 9(d): Mayor Pro Tem Warr reported that four of his six children and their families visited over the weekend. His grandchildren have never seen *Goonies*, but they were astounded by the parade of people continuously going past his home. So, they decided to watch the movie to find out what all of the interest was about. However, even after watching the movie, he and his family still did not understand the huge attraction to the Goonie house.

ADJOURNMENT

There being no further business, the meeting was adjourned at 9:31 pm to convene the Astoria Development Commission meeting.

ATTEST:

APPROVED:

Finance Director

City Manager



CITY OF ASTORIA

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August 3, 2015

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: READY TO READ GRANT APPLICATION 2015/2016


DISCUSSION/ANALYSIS:

The Ready to Read Grant program, administered by the Oregon State Library, is used to fund early literacy services for young children 0-6 years old and/or the statewide summer reading program for youth 0-14 years old. Grant applications must be date-stamped August 31, 2015 or earlier to be eligible and libraries have one calendar year to spend grant funds.

In this grant application, the Astoria Public Library will partner with the Lower Columbia Hispanic Council to provide books and materials for early literacy activities to parents with children aged birth through six. Five early literacy kits will be created based on the early literacy practices of the Every Child Ready to Read curriculum (reading, singing, talking, writing and playing). Each kit will contain books and activities in Spanish or Spanish and English that support one of the practices. The Hispanic Council Community Liaison will use the materials in the kits with parents and children during home visits and early literacy programs. \$1,256 is being requested in Ready to Read grant funding.

RECOMMENDATION:

Staff recommends that Council authorize submittal of the Ready to Read grant application in the amount of \$1,256.

By: 
Jane Tucker, Library Director



2016 Ready to Read Grant Application Due August 31, 2015

Library's LEGAL name: Astoria Public Library	County in which library resides: Clatsop
Alternate library name:	
Library's MAILING address: 450 10th Street Astoria, OR 97103	

Library director's name: Jane Tucker
Email address: jtucker@astoria.or.us
Phone number: 503-298-2450

Key contact's name (if not director): Patty Skinner
Key contact's position/job title: Senior Library Assistant
Email address: pskinner@astoria.or.us
Phone number: 503-298-2451

All library directors and key contacts will be subscribed to the Ready to Read email list to receive grant deadline reminders and other information regarding the grant. If you would like additional members of your staff who are involved in your library's grant project to be subscribed to this email list, please list them here.

Name:	Email address:

Please check the box next to the project(s) you are applying to fund with this grant.

- Early literacy: complete and submit pages 3-5
- Summer reading: complete and submit pages 6-8

Complete and submit to the State Library page 1, page 2, and the pages of the application related to the project(s) you are applying to fund with this grant.

SUBMIT APPLICATIONS BY AUGUST 31, 2015

Choose one of the following methods for submitting your application so it is date-stamped by August 31, 2015. Applications must include appropriate original, faxed, or digital signatures.

- Email: ferol.weyand@state.or.us
- Fax: 503-378-6439
- Mail: Oregon State Library, Ready to Read, 250 Winter St. NE Salem, OR 97301

CERTIFICATION OF READY TO READ GRANT APPLICATION

To the best of our knowledge, the information on this application is correct. We certify that, when the Ready to Read grant is received, grant funds will supplement the library's budget from local sources to establish, develop, or improve public library early literacy services for young children 0-6 years old and/or the statewide summer reading program for youth 0-14 years old.

Library director's name: Jane Tucker	
Library director's signature:	Date:
Name of local government official authorized to apply for grants: Brett Estes	
Local official's title: City Manager	
Local official's signature:	Date:

STATE LIBRARY USE ONLY		
Yes	No	The applicant described activities that will help youth achieve the outcomes specified in this grant.
Yes	No	No SRP activities The applicant will use the statewide summer reading program.
Yes	No	Everything listed in the budget is described in the application.
Yes	No	The applicant submitted a complete application, with the required signatures, and date-stamped by August 31, 2015.

EARLY LITERACY PROJECT PROPOSAL (BIRTH-6 YEAR OLDS)

Grant-funded early literacy projects strive to achieve the following two outcomes:

- ✓ Young children develop the six early literacy skills by the time they start kindergarten.
- ✓ Adults enjoy reading, singing, talking, writing, and playing with their young children regularly to help them develop early literacy skills.

1. Describe the grant-funded early literacy activities your library plans to implement to achieve these two outcomes.

The Astoria Public Library will partner with the Lower Columbia Hispanic Council to provide books and materials for Early Literacy activities to parents with children birth-age 6. Five Early Literacy kits will be created based on the Early Literacy Practices of the Every Child Ready to Read curriculum, Reading, Singing, Talking, Writing and Playing. Each kit will contain books and activities in Spanish or Spanish and English that support one of the Practices.

The Lower Hispanic Council Community Liaison will use the materials in the kits with parents and children during home visits and Early Literacy programs. She will also encourage parents to read the books from the kits and do Early Literacy the activities with the children.

2. Do the activities you described above include early literacy training? Read the attached definitions sheet to find out what is considered early literacy training.

Yes
 No

3. Do the activities you described above include outreach? Read the attached definitions sheet to find out what is considered outreach.

Yes
 No

4. Do the activities you described above support a partnership project? Read the attached definitions sheet to find out what is considered a partnership.

Yes
 No

5. What changes related to early literacy skills do you hope to see young children make as a result of participating in the activities you described above?

It is our hope that children will demonstrate a desire to read with parents and engage in activities from the kits to promote the development of Early Literacy skills as described in the Every Child Ready to Read curriculum.

6. What changes related to reading, singing, talking, writing, and playing with their young children do you hope to see adults make as a result of participating in the activities you described above?

It is our hope that parents will understand that reading with their children is very important and spend time reading with their child at least twice a day. It is also our hope that they will engage in activities from the kits with their child to promote the Early Literacy skills related to Reading, Singing, Talking, Writing and Playing as described in the Every Child Ready to Read curriculum.

7. Check the box next to one or more method you plan to use to evaluate whether or not young children and adults make the changes you hope to see. Read the back of the attached definitions sheet to learn more about these evaluation methods.

- Interview
 Observation
 Survey

8. How many people do you estimate will participate in your grant-funded early literacy project activities?

_____ N/A (We aren't doing a project in which people will attend a program or participate in an activity.)

__30__ Birth - Preschool

_____ Kindergarten - 3rd grade

_____ 4th grade - 5th grade

_____ 6th grade - 8th grade

_____ 9th grade - 12th grade

_____ Total birth - 12th grade youth

__30__ Adults

_____ % of birth - 12th grade youth who participating with an adult

9. How will you collect the above participation data when you implement your project?

- Sign-up/registration forms
 Head counts at programs and staff will make best guess about age
 Survey/completed activity log
 Other, please explain

EARLY LITERACY PROJECT BUDGET

	List things necessary for implementing your Ready to Read project	Amount of <u>Ready to Read</u> funds used to pay for this	Amount of <u>Library Budget</u> used to pay for this	Amount of <u>other sources</u> used to pay for this	<u>TOTAL</u>
Library Staff	*Training of Lower Columbia Hispanic staff *Acquisition and Preparation of Kits *Transportation		\$1000		\$1,000
Materials for Circulating Collection	*Containers for Kits *Books for Kits *Early Literacy Activities for Kits	\$1,256			\$1256
Equipment, Furniture, and/or Fixtures					
Contracted Programs					
Incentives					
Other					
TOTAL		\$1,256	\$1,000		\$2,256

SUMMER READING PROJECT PROPOSAL (BIRTH-14 YEAR OLDS)

Grant-funded summer reading projects strive to achieve the following outcomes:

- ✓ Youth maintain or improve their literacy skills over the summer.
- ✓ Youth demonstrate their love of reading and learning by choosing to engage in these activities during their free time.
- ✓ Adults enjoy spending time engaging in literacy activities with youth regularly to help them develop literacy skills.

1. Describe the grant-funded summer reading activities your library plans to implement to achieve these three outcomes.

2. Do the activities you described above include outreach? Read the attached definitions sheet to find out what is considered outreach.

- Yes
 No

3. Do the activities you described above support a partnership project? Read the attached definitions sheet to find out what is considered a partnership.

- Yes
 No

4. What changes related to maintaining or improving literacy skills do you hope to see youth make as a result of participating in the activities you described above?
5. What changes related to developing a love of reading and learning do you hope to see school-age youth make as a result of participating in the activities you described above?
6. What changes related to engaging in literacy activities with their youth do you hope to see adults make as a result of participating in the activities you described above?
7. Check the box next to one or more method you plan to use to evaluate whether or not youth and adults make the changes you hope to see. Read the back of the attached definitions sheet to learn more about these evaluation methods.
- Interview
 - Observation
 - Survey
8. How many people do you estimate will participate in your grant-funded summer reading project activities?
- _____ N/A (We aren't doing a project in which people will attend a program or participate in an activity.)
 - _____ Birth - Preschool
 - _____ Kindergarten - 3rd grade
 - _____ 4th grade - 5th grade
 - _____ 6th grade - 8th grade
 - _____ 9th grade - 12th grade
 - _____ Total birth - 12th grade youth
 - _____ Adults
 - _____ % of birth - 12th grade youth who participating with an adult
9. How will you collect the above participation data when you implement your project?
- Sign-up/registration forms
 - Head counts at programs and staff will make best guess about age
 - Survey/completed activity log
 - Other, please explain

STATEWIDE SUMMER READING PROGRAM PROJECT BUDGET

	List things necessary for implementing your Ready to Read project	Amount of <u>Ready to Read</u> funds used to pay for this	Amount of <u>Library Budget</u> used to pay for this	Amount of <u>other sources</u> used to pay for this	<u>TOTAL</u>
Library Staff					
Materials for Circulating Collection					
Equipment, Furniture, and/or Fixtures					
Contracted Programs					
Incentives					
Other					
TOTAL					



CITY OF ASTORIA
POLICE DEPARTMENT

August 11, 2015

M E M O R A N D U M

TO: MAYOR AND CITY COUNCIL
FROM: BRETT ESTES, CITY MANAGER
SUBJECT: OUTFITTING OF EMERGENCY VEHICLES

DISCUSSION/ANALYSIS

In 2013 the City Council conducted public hearings to exempt the setup of emergency vehicles to exempt them from the competitive solicitation requirement. This was done to provide consistency in vehicle setup from year to year. Cascade Mobile was declared a sole source vendor for this service.

At the August 3, 2015 meeting Council approved the purchase of a 2015 Ford Police Interceptor Utility and a 2016 Ford Fusion. At that time staff indicated that future Council consideration would be required for the setup of the vehicles. Staff has obtained a quote from Cascade Mobile in the amount of \$15,500 for the setup of the two vehicles. This includes emergency lighting, equipment, radios and installation. This cost is within the budgeted expenses in the 2015-2016 fiscal year budget for vehicle replacement.

RECOMMENDATION

It is recommended that Council approve the expenditure of \$15,500 for the setup of the two Police vehicles previously approved for fiscal year 2015-2016.

A handwritten signature in black ink, appearing to read "Brad Johnston".


Brad Johnston
Chief of Police / Assistant City Manager



CITY OF ASTORIA
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August 6, 2015

MEMORANDUM

TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: GRANT OF EASEMENT TO PACIFICORP


DISCUSSION/ANALYSIS

The City received a request from PacifiCorp for an easement on a portion of the City owned Yacht Club property located at 1555 W. Marine Drive. This easement is needed to address encroachments from existing utility appurtenances and to document improvements (new utility pole and transformer) associated with required work on the Old Young's Bay Bridge. See attached exhibit showing easement area.

City Attorney Blair Henningsgaard has approved the easement as to form.

RECOMMENDATION

It is recommended that City Council authorize staff to grant an easement to PacifiCorp for the requested area.

Submitted By 
Ken P. Cook, Public Works Director

Prepared By STEVEN RUGGLES 
Steven Ruggles, Engineering Tech

Return to: Pacific Power
2340 SE Dolphin Ave.
Warrenton, OR 97146

CC#: 11201 WO#: 5891186

RIGHT OF WAY EASEMENT

For value received, *CITY OF ASTORIA, a municipal corporation* ("Grantor"), hereby grants to PacifiCorp, an Oregon corporation, its successors and assigns, ("Grantee"), a perpetual easement for a right of way **20** feet in width and **50** feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of Grantee's electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: supporting towers, poles, props, guys and anchor, including guys and anchors outside of the right of way; wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, vaults and cabinets, along the general course now located by Grantee on, over, across or under the surface of the real property of Grantor in *Clatsop* County, State of *Oregon*, more particularly described as follows and/or shown on Exhibit(s) "*A & B*" attached hereto and by this reference made a part hereof:

A portion of:

See Exhibit B

Assessor's Map No. 8-09-17 CC Parcel No. 05000

Together with the right of ingress and egress, for Grantee, its contractors, or agents, to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future right to keep the right of way and adjacent lands clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

At no time shall Grantor place, use or permit any equipment, material or vegetation of any kind that exceeds twelve (12) feet in height, light any fires, place or store any flammable materials, on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for other purposes not inconsistent, as defined by the Grantee, with the purposes for which this easement has been granted.

To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this easement. Each party further waives any right to consolidate, or to request the consolidation of, any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns and shall run with the land.

Dated this _____ day of _____, 20____.

GRANTOR

GRANTOR

REPRESENTATIVE ACKNOWLEDGEMENT

State of _____ }
County of _____ } SS.

This instrument was acknowledged before me on this _____ day of _____, 2____,

by _____, as _____,
Name of Representative Title of Representative

of _____.
Name of Entity on behalf of whom this instrument was executed

[Seal]

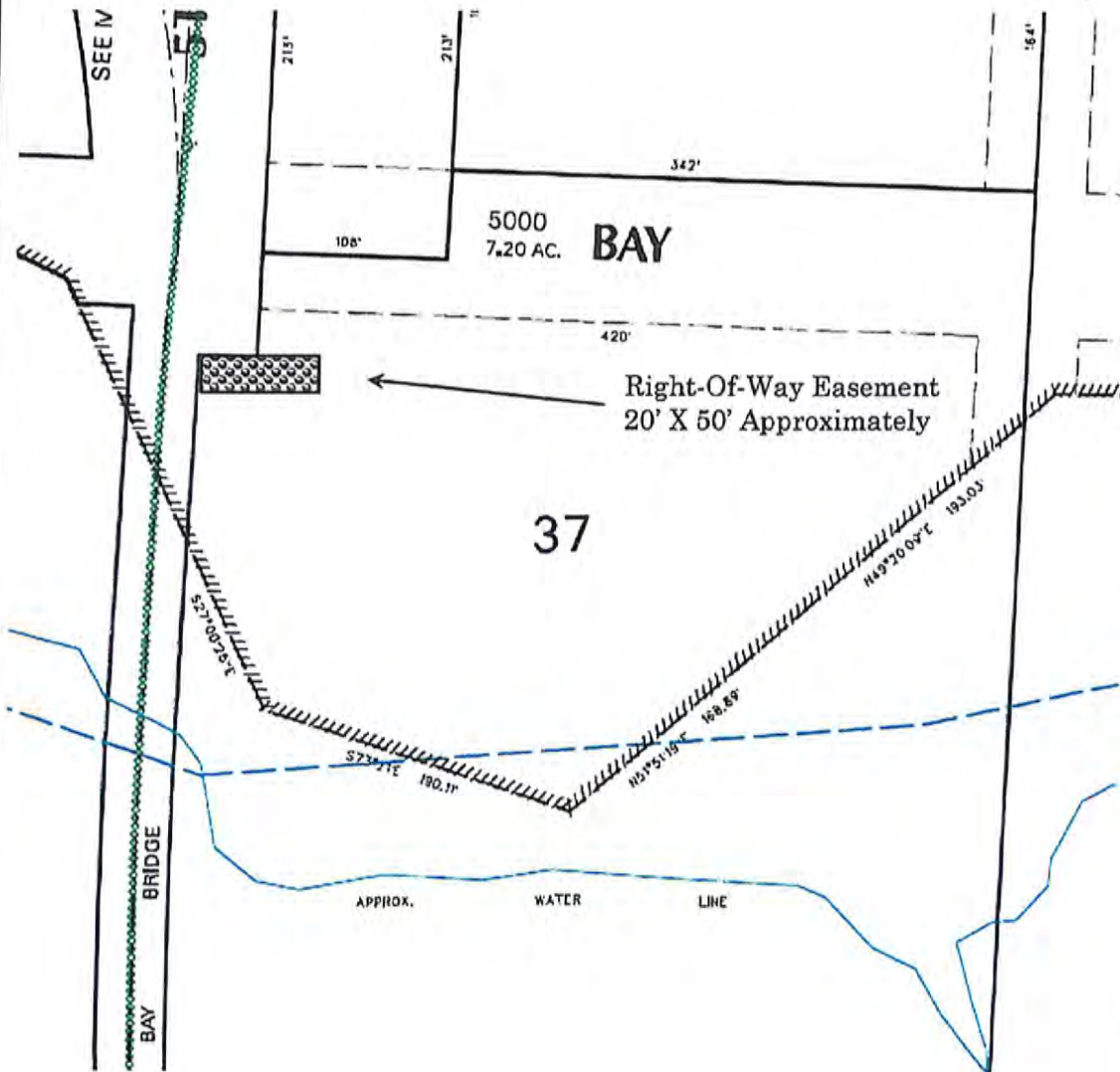
Notary Public

My commission expires: _____

PROPERTY DESCRIPTION

Section: 17, Township: 08N, Range: 9W, Willamette Meridian,
Clatsop County, State of Oregon.

Map / Tax Lot or Parcel No.: 8-09-17-CC 05000



CC#:11201 WO#: 5748414
 Landowner Name: City of Astoria
 Drawn by: M Brockey

This drawing should be used only as a representation of the location of the easement area. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area.

EXHIBIT A



PROPERTY DESCRIPTION

A portion of:

PARCEL NO. A: Lots 1, 2, 3, and 4 in Block 19, CASES ASTORIA, as resurveyed, corrected, replatted and recorded by I.W. Case, Trustee, excepting therefrom the right of way heretofore granted for Olney Avenue extension in the City of Astoria, County of Clatsop, State of Oregon.

NOTE: By foreclosure Clatsop County acquired title to Block 19 but not to the tideland. For purposes of this Act the City of Astoria has been claiming them adversely in excess of 20 years and claims them now as adverse owner in fee simple.

PARCEL NO. B: The South 162 feet of Block 33, Olney's Addition to Astoria as laid out and recorded by J.G. Hustler and H.S. Aikin, executors.

All of the up-land including the land between ordinary high and ordinary low water mark within Blocks 37 Olney's Addition to Astoria as laid out and recorded by J.G. Hustler and H.S. Aikin, executors, together with all riparian rights, privileges and franchises within and in front of said Blocks 37 to the channel of Youngs River appurtenant thereto, within the city limits of the City of Astoria.

All of the up-land included within that portion of vacated 7th Street lying 340 feet South of Olney Avenue; also all of the upland included within that portion of vacated Bay Avenue lying East of the East line of 5th Street.

PARCELS NO. C and D: All the water frontage and tidelands which are within the City limits of the City of Astoria described as follows:

Beginning at a point North $88^{\circ} 36'$ West a distance of 1,000 feet from the Southeast corner of Taylor's Avenue as recorded in Book of plats, Clatsop County, State of Oregon, said point being on the Southerly boundary line of Taylor Avenue (Olney Avenue) of said addition, also being the Northwest corner of a parcel of land now or formerly belonging to the Pacific Power and Light Company, which is recorded in Book No. 99, page 375 of "Records of Deeds" in Clatsop County, State of Oregon;

thence running North $88^{\circ} 36'$ West along said Southerly line of said Taylor Avenue a distance of 74.9 feet;

thence North $52^{\circ} 24'$ West continuing along the most Southerly line of said Taylor Avenue a distance of 2,540.0 feet to the center line of Denver Avenue if extended Southerly to the South boundary line of said Taylor Avenue;

thence running South $37^{\circ} 36'$ West along said center line of said Denver Avenue if extended Southerly a distance of 2,050.3 feet to the pierhead line of Youngs Bay as established by the U.S. Engineers in June, 1927;

thence following said pierhead line of Youngs Bay South $53^{\circ} 00'$ East a distance of 425.0 feet to an angle in the pierhead line;

thence continuing along said pierhead line East a distance of 2,200.0 feet to the South West corner of that parcel of land now or

formerly belonging to said Pacific Power and Light Company, thence following the West boundary of said Pacific Power and Light Company property North $0^{\circ} 01'$ East a distance of 930.51 feet to the point of beginning said bearings being true, excepting therefrom a parcel of property conveyed to Astoria Broadcasting Co. by instrument recorded September 12, 1936 in Book 145, page 418, Deed Records, Clatsop County, Oregon.

CC#: 11201 WO#: 5748414

Grantor Name: City of Astoria

EXHIBIT B

 **PACIFIC POWER**
A DIVISION OF PACIFICORP



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

July 21, 2015

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: **LICENSE TO OCCUPY A PORTION OF THE ALAMEDA AVENUE RIGHT OF WAY
ADJACENT TO 553 ALAMEDA AVENUE**

DISCUSSION/ANALYSIS

The City has received a request from Chris Dieckhoff to occupy a portion of the Alameda right of way in order to replace three existing landscape walls that are deteriorating, with one new retaining wall in the Alameda right-of-way. The new wall will prevent additional soil movement on the slope fronting 553 Alameda Avenue and support a portion of the front deck.

City Staff have reviewed this request and recommends that a License to Occupy for the proposed improvements be permitted in the Alameda right-of-way, with the following conditions.

1. A Right-of-way Permit must be submitted for construction activities in the right-of-way. The new retaining wall will need to be designed by a professional engineer licensed in the State of Oregon.
2. A Grading and Erosion Control Permit will be required for construction.
3. The placement of the retaining wall shall be at least 10 feet away from adjacent City utilities.
4. Stormwater runoff from the retaining walls and adjacent area must be routed to an approved location(s).
5. Both water and sanitary sewer lines are present in the proposed construction area. These utilities will need to be protected from damage during construction. Protection measures must be included on the engineering plans.

City Attorney, Blair Henningsgaard, has reviewed and approved as to form, the attached License Agreement.

RECOMMENDATION

It is recommended that City Council approve a license to occupy, subject to the above conditions, a 25 foot by 8 foot portion of the Alameda Avenue right-of-way adjacent to 553 Alameda Avenue for the purpose of constructing a retaining wall.

Submitted by: 

Ken P. Cook, Public Works Director

After recording, return to:
Public Works Administration
City of Astoria
1095 Duane Street
Astoria, OR 97103

LICENSE

AN AGREEMENT, made and entered into this _____ day of _____, 2015 between the CITY OF ASTORIA, a municipal corporation of the State of Oregon, hereinafter referred to as "City", and Chris Dieckhoff, 553 Alameda Avenue, Astoria, OR 97103, hereinafter referred to as "Dieckhoff".

WITNESSETH:

WHEREAS, Dieckhoff is the owner of certain real property in Astoria, Oregon, hereinafter referred to as "the Dieckhoff property", and more particularly described as: the southerly 2,074.62 square feet of Lot 6, Block 30, Taylors, ASTORIA, in the City of Astoria, County of Clatsop and State of Oregon, and

WHEREAS, City is the owner of a public street right-of-way adjacent to and abutting the Dieckhoff property, hereinafter referred to as "the Alameda Avenue right-of-way", and

WHEREAS, Dieckhoff would like to construct and maintain retaining wall, hereinafter referred to as "the retaining wall", on a 25 foot by 8 foot portion of the Alameda Avenue right-of-way, as it abuts the Dieckhoff property, and

WHEREAS, Dieckhoff has requested from City the right to locate the retaining wall on the Alameda Avenue right-of-way, as shown on the attached sketch;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

- 1) City grants permission to Dieckhoff and Dieckhoff accepts the City's permission to construct and maintain the retaining wall on the Alameda Avenue right-of-way as shown on attached sketch.
- 2) The retaining wall shall be at least 10 feet away from adjacent City utilities
- 3) Dieckhoff's use of the Alameda Avenue right-of-way is not "adverse" or contrary to the City in any way.
- 4) Neither Dieckhoff nor any subsequent owner or occupant of retaining wall will acquire any prescriptive rights in the Alameda Avenue right-of-way.
- 5) City may revoke its permission for Dieckhoff's continued use of the retaining wall on the Alameda Avenue right-of-way for any reason upon sixty days prior written notice to Dieckhoff. Upon such notice, Dieckhoff or subsequent owner will remove the retaining wall forthwith from the Alameda Avenue right-of-way at his sole expense and restore right-of-way to a condition acceptable to the City.
- 6) Dieckhoff or his successor shall forever defend, indemnify and hold City harmless from any and all claim, loss or liability arising out of or in any way connected with their use of the Alameda Avenue right-of-way, their conduct with respect to the same, or any condition thereof. In the event of any

litigation or proceeding brought against City arising out of or in any way connected with any of the foregoing events or claims, Dieckhoff or his successor shall, upon notice from City, vigorously resist and defend against such actions or proceedings through legal counsel reasonably satisfactory to City.

7) The provision, covenants and agreements of this license shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and permissible assigns of the parties hereto.

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

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

CITY:

By: _____
Mayor

Attest: _____
City Manager

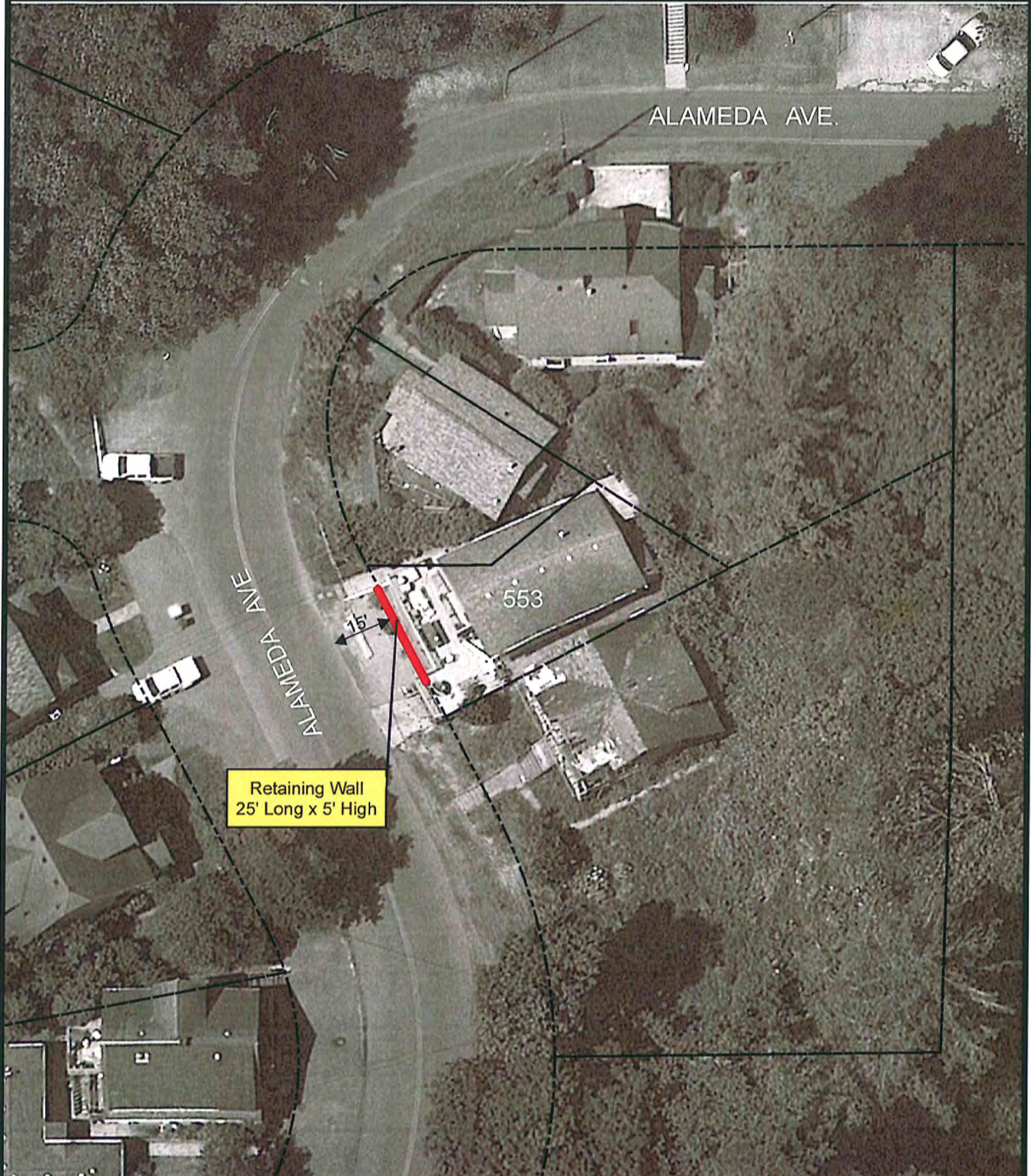
Property Owner

**Proposed License to Occupy
Portion of Alameda Ave. R.O.W.
Adjacent to lot 6, Block 30, Taylors
25' Long x 5' High x 8 Inches Deep
553 Alameda Ave.**

Date: 8-5-2015



Scale: 1:30






CITY OF ASTORIA
Founded 1811 • Incorporated 1856

August 4, 2015

MEMORANDUM

TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: PROMOTE ASTORIA FUNDS - AGREEMENT FOR PROFESSIONAL SERVICES WITH ASTORIA-WARRENTON CHAMBER OF COMMERCE

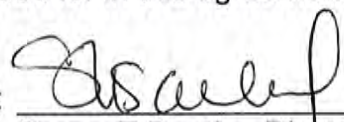
DISCUSSION/ANALYSIS

City Code Section 8.045.18 states "Organizations receiving funds from the Promote Astoria Fund shall enter into a contract with the City that will include a scope of work and budget to be approved annually by the Astoria City Council. The contract will designate how the funds will be expended by contracting organizations." Council directed staff to draft an updated agreement prior to making disbursements from the Promote Astoria Funds for the Visitor Center or Lower Columbia Tourism Committee Services. No Fiscal Year 2015-2016 disbursements have been made to the Astoria-Warrenton Chamber of Commerce, pending final execution of an agreement.

An agreement for the professional services of the Astoria-Warrenton Chamber of Commerce for Visitor Center Services and Lower Columbia Tourism Committee Services has been developed and reviewed by the City Attorney and is attached for Council consideration. The Scope of Work has been developed in conjunction with Skip Hauke, Executive Director of the Astoria-Warrenton Chamber.

RECOMMENDATION

It is recommended the City Council approve execution of the Agreement for Professional Service with Astoria-Warrenton Area Chamber of Commerce and commence payments for services provided for in this agreement.

By: 
Susan E Brooks, Director of Finance and
Administrative Services

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made this 1st day of July, 2015, between **City of Astoria**, hereinafter "**CITY**" and **Astoria-Warrenton Area Chamber of Commerce**, an Oregon Not-for-Profit Corporation and independent contractor in good standing, hereinafter called "**CHAMBER**".

WITNESSETH

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

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

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

1. Term. The term of this agreement shall commence on July 2, 2015 and terminate on June 30, 2016. Agreement may be terminated with a 60 day written notice by either party.
2. Services. CHAMBER agrees to provide services to CITY in accordance with the Scope of Work incorporated by reference as Exhibit "A".
3. Compensation. The amount the CITY shall pay the CHAMBER is not to exceed \$125,000 for Visitor Center Services and an amount not to exceed \$ 180,750 for Lower Columbia Tourism Committee Services. These amounts are dependent upon motel tax collections.
 - a. CHAMBER shall furnish the CITY with updated W-9 information, as designated by the Internal Revenue Service.
 - b. CITY shall make payments to CHAMBER on a monthly basis, after full execution of agreement.
4. CITY Contacts. For purposes hereof, the CITY contacts are the City Manager and Director of Finance and Administrative Services, 1095 Duane Street, Astoria, OR 97103.
5. CHAMBER Contacts. For purposes hereof, the CHAMBER contact is the Executive Director, PO Box 176, Astoria, OR 97103.
6. CITY's Business License. Before permitting a sub consultant to begin work, CHAMBER shall verify a current business license is on file for the sub consultant.
7. Insurance. Prior to provision of services under this contract, CHAMBER shall procure professional and comprehensive general liability insurance with limits that, at a minimum, comply with the limits of local public body liability described in ORS 30.272-273 and shall provide original certificates of insurance to the City Director of Finance and Administrative Services, evidencing proof of CHAMBER insurance policies in effect for the type of coverage set forth below and within the stated limits.

At all times during the term of this agreement, CHAMBER shall keep such insurance policies in full force and effect and shall provide the CITY with original certificates of insurance. The CITY shall be named as an additional insured and no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage shall occur without 30-days

written notice to City of Astoria Finance Department. Any failure to comply with this provision will not affect the insurance coverage provided to the City. The 30-day notice of cancellation provision shall be physically endorsed on to the policy.

9. Worker's Compensation. CHAMBER, 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.
10. Laborers and Materialmen, Contributions to Industrial Accident Fund, Liens and Withholding Taxes. CHAMBER shall make payment promptly, as due, to all persons supplying contractor labor or material necessary to execute the work provided for in this Agreement. CHAMBER shall pay all contributions or amounts due the Industrial Accident Fund from CHAMBER or any sub consultant incurred in the performance of the Agreement. CHAMBER 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. CHAMBER shall pay to the Department of Revenue all sums withheld from Employees pursuant to ORS 316.167.
11. Books and Records. CHAMBER shall keep all invoices, vouchers and other documentation for review by CITY's Finance Department, as needed, for the purposes of audit, examination, excerpts and transcripts.
12. Assignment. The responsibility for performing CHAMBER services under the terms of this agreement shall not be assigned, transferred, delegated or otherwise referred by CHAMBER to a third person without prior consent of City agent.
13. Indemnity. With regard to Comprehensive General Liability, CHAMBER 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, CHAMBER, or others resulting from or arising out of CHAMBER'S negligent acts, errors or omission in service pursuant to this Agreement. This agreement to indemnify applies whether such claims are meritorious or not; provided, however, that if any such liability, settlements, loss, defense costs or expenses result from the concurrent negligence of CHAMBER and CITY this indemnification and agreement to assume defense costs applies only to the extent of the negligence or alleged negligence of the CHAMBER.

With regard to Professional Liability, CHAMBER agrees to indemnify and hold harmless CITY, its Officers and Employees from any and all liability, settlements, loss, reasonable defense costs, attorney fees and expenses arising out of CHAMBER'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 CHAMBER and CITY, this indemnification and agreement to assume defense costs applies only to the negligence of CHAMBER.

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

14. Accounting and Reporting. Per city Code 8.045.18 Non-Profit shall provide City, semi-annual financial reports by August 1 and February 1, covering the six months ended June 30 and

December 31, respectively, of each year. These reports shall provide a verified listing of the expenditures with adequate narrative, so the City can be satisfied as to the appropriateness of the expenditures. In addition a report of services performed shall be presented in a format acceptable to City, and will, at City's discretion, include a presentation at a meeting of the Budget Committee of the City. The Budget committee of the City shall review reports during the budget process and recommend to the City Council the continuance, discontinuance, or changes to a contract each year.

15. Complete Agreement. This Agreement and its referenced attachments constitute the complete agreement between CITY and CHAMBER and supersedes all prior written or oral discussions or agreements. CHAMBER's services are defined solely by this Agreement and its attachments and not by any other contract or agreement that may be associated with this Agreement.
16. No Religious Activities: No City funds may be used to promote institutions of religion or religious activities, symbols or presentations.
17. Equal Opportunity and Non Discrimination. It is the policy of the City of Astoria that no person shall be denied the benefits of or be subjected to discrimination in any City program, service, or activity on the grounds of age, disability, race, religion, color, national origin, sex, sexual orientation, gender identity/expression. The City of Astoria also requires its contractors and grantees to comply with this policy.
18. Applicable Law. The law of the State of Oregon shall govern the validity of this Agreement, its interpretation and performance and any other claims related to it.

City:

Astoria-Warrenton Area
Chamber of Commerce:

Arline LaMear, Mayor

Skip Hauke, Executive Director

Brett Estes, City Manager



Digitally signed by
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Date: 2015.08.12 10:05:21 -0800

Exhibit A

Scope of Work

Tourism Information, Marketing and Promotional Efforts

The Astoria-Warrenton Area Chamber of Commerce "Chamber" shall at a minimum provide the following efforts to proactively market the City of Astoria to promote tourism and local businesses by leveraging existing marketing and promotional resources and strategies to accomplish the following objectives:

- Maintain affiliations, conduct promotions, incur advertising and printing expenses and create and operate a marketing program designed to encourage travelers to visit the area.
- Maintain, update and expand an exciting and informational website with a dynamic press kit and provide a link to the City website.
- Build and strengthen visitor relationships to encourage repeat trips while working with the community to minimize negative tourist impacts on the local population.
 - Educate and highlight positive tourism impacts while working with City staff and law enforcement to minimize possible negative impacts
- Reinforce Astoria's image as an inviting tourist destination with a rich heritage, historical significance, unique festivals/events and a variety of interesting experiences.
- Reinforce existing media relationships and expand reach.
- Develop, update and distribute event dates and information to long lead publications for tourism promotion.
- Staff and maintain the Astoria Visitor Information Center on a daily basis, throughout the year, except for major holidays. The Center will provide considerate service to visitor, after hour access to information, a variety of information regarding local attractions, lodging facilities, restaurants, festivals, historical interests and activities. The Center will provide assistance to business and visitors requesting relocation information or development in the local vicinity. The Center will maintain statistics on visitors.
- Produce, distribute and have available a comprehensive Visitor Guide for the area.
- Coordinate distribution of up-to-date walking maps for visitors, tour groups, boat and cruise ship passengers
- Produce and distribute pads of area visitor maps to local businesses, lodging facilities and organizations.

- Represent the interest of Astoria with state and regional tourism agencies, through partnerships to stimulate tourism in the county and the state.
- Respond appropriately to inquiries generated by the Lower Columbia Tourism Committee advertising, public relations and through internet/website.
- Provide reporting and accounting as required in Agreement under section 13.
- The Chamber shall acknowledge City of Astoria, Promote Astoria Fund participation in all documents or publications prepared (not inclusive of print advertising) or equipment and software purchased in the performance of this agreement




CITY OF ASTORIA

Founded 1811 • Incorporated 1856

August 4, 2015

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: PROMOTE ASTORIA FUNDS – ARTS AND CULTURAL GRANTS

DISCUSSION/ANALYSIS

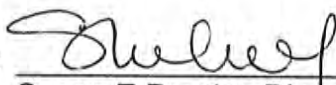
City Code Section 8.045.18 states "Organizations receiving funds from the Promote Astoria Fund shall enter into a contract with the City that will include a scope of work and budget to be approved annually by the Astoria City Council. The contract will designate how the funds will be expended by contracting organizations." Each year the Arts and Cultural sub-committee recommends distributions of Promote Astoria Funds based on applications to the City and available budget to the Budget Committee. Each application contains the intended scope and proposed budget for each organization seeking funding. Revisions to proposed scope of work and budgets will be noted in individual organizational letters, if applicable.

The attached letter outlines the Promote Astoria Fund uses and requirements, the stated purpose as listed in the organization's application to the City, City Equal Opportunity and Non Discrimination policy and reporting deadlines. The recipient organization is not authorized to cash the disbursement check unless they agree to the City terms listed and referenced in the letter.

This approach was discussed with Blair Henningsgaard and approved as to form. Arts and Cultural grants are related to specific promotional events rather than on-going services. Staff believes this approach is better suited to the grant purpose and process, while meeting the intent of City Code Section 8.045.18.

RECOMMENDATION

It is recommended the City Council approve disbursement of the Arts and Cultural Programs funds as recommended by the sub-committee and approved in the 2015-2016 budget utilizing the disbursement letter attached.

By: 
Susan E Brooks, Director of Finance and
Administrative Services

August 11, 2015

«Company_Name»
Attn: «First_Name» «Last_Name»
«Address_Line_1»
«City», «State» «ZIP_Code»

Enclosed please find the City of Astoria check # «Check_» in the amount of \$ «Amount» in support of your organizations tourist related event.

The City of Astoria budget sub-committee would like to remind your organization that funds must be used for the purpose stated in your organization's application, during the fiscal year July 1, 2015 through June 30, 2016. 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/expression. The City of Astoria also requires its contractors and grantees to comply with this policy.

The budget sub-committee requires accounting for the amount your organization is receiving. Records must include a written report with supporting documentation in the form of paid invoices. Expenses must relate to the encouragement and support for Astoria tourism and may include advertising and rent for a venue or equipment related to hosting the event. Tourist related expenses do not include payment to entertainers for their travel, lodging and meals.

The report and expense accounting should be submitted to the City of Astoria Finance Department in a timely manner, we suggest within a month of completing your event. If your organization does not provide report and accounting, your organization's ability to receive funds in subsequent years could be jeopardized. Enclosed is a W-9 required by the City for tax identification purposes. Please complete the form and return it in the enclosed envelope.

You are not authorized to cash the enclosed check unless you agree to these terms.

Thank you for your efforts to stimulate tourism in Astoria.

Regards,

Susan E Brooks, CPA
Director of Finance and Administrative Services
City of Astoria



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

August 5, 2015

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: NILE STREET VACATION – 2ND READING OF THE ORDINANCE TO VACATE

BACKGROUND

Over the last few years, the City has been working with Verizon to facilitate the relocation of the wireless communication facility currently located on Coxcomb Hill near the Astor Column. The proposed relocation would involve a potential location in the forested area in Shively Park. Staff will be bringing a draft lease for the Shively Park location to the City Council for consideration separately at the August 3, 2015 Council meeting. The City has met with Verizon and their team to determine the best possible location for the proposed facility. The site identified for the proposed facility would be on property owned by the City with a portion of the facility within an unimproved portion of the Nile Street right-of-way. In order to accommodate the facility at this location, staff recommends that this portion of Nile Street be vacated.

A right-of-way vacation would resolve some issues associated with the construction of the proposed facility within a right-of-way. There are no utilities within this right-of-way and due to the steep topography and location of the platted right-of-way, it is unlikely that a road would ever be constructed at this site. If the vacation were approved, the vacated portions of right-of-way would revert back to the neighboring property owner, the City of Astoria. In addition, since the City is the adjacent property owner, the City would become the property owner, thereby retaining the ability to use the vacated portion for any unforeseen future City needs.

This process will result in the ability of the City to potentially lease the proposed site to Verizon for a wireless communication within the Shively Park.

Parks and Recreation Director Angela Cosby has been involved in the selection of the site and concurs with the proposed street vacation. The Parks and Recreation Board have also been included in the site selection and staff has received their concurrence on the proposed project and location.


It has been City policy to assess an amount equivalent to the value of the adjacent property for the benefit received from the street vacation. Staff did not calculate an assessment in this case as the City is the beneficiary and the benefit is to the public.


At their August 3, 2015 meeting, Council held a public hearing and conducted the first reading of the ordinance to vacate.

At their August 3, 2015 meeting, Council held a public hearing and conducted the first reading of the ordinance to vacate.

RECOMMENDATION

It is recommended that the Astoria City Council conduct the second reading and adopt the ordinance to vacate the south 30' of Nile Street within Shively Park area.

Submitted By: 
Ken Cook, Public Works Director

Prepared By: 
Rosemary Johnson, Special Projects Planner

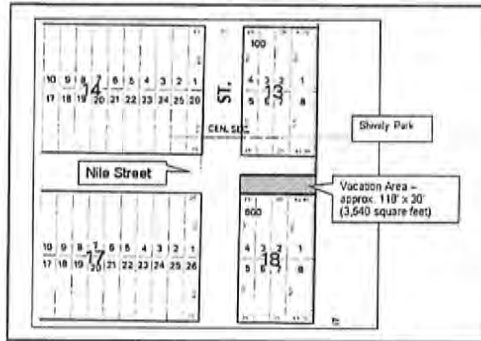
Ordinance No. 15-____

AN ORDINANCE GRANTING THE PETITION FOR THE VACATION OF PORTIONS OF NILE STREET IN THE CITY OF ASTORIA, OREGON

The City of Astoria does ordain as follows:

Section 1. Vacation Allowed. That the petition for vacation of portions of Nile Street in the City of Astoria, Oregon as follows, is hereby granted:

Approximately 0.81 acres (3,540 square feet) all that portion of the south 30' of Nile Street located adjacent to Lots 1 to 4, Block 18, all in the plat of Central Astoria, County of Clatsop, State of Oregon.



Section 2. Combining Lots. The above noted vacated right-of-way and property are hereby combined into one lot and may not be separated except in compliance with building codes, City of Astoria Development Code, and other applicable land use regulations.

Section 3. Reservations. Nothing in this ordinance shall cause or require the removal or abandonment of any sewer, water main, gas main, conduit of any kind, wire, pole, or object used or intended to be used for any public service, and the right hereby is reserved for the owner of any such utility or object to maintain, continue, repair, reconstruct, renew, replace, rebuild or enlarge all utilities and objects.

Section 4. Effective Date. The provisions of this ordinance shall take effect 30 days after its passage.

The vacation of portions of Nile Street as described in Section 1 of this ordinance is ordered and allowed, subject to the provisions and restrictions contained in Section 2.250 and 2.310 of the Astoria Code.

ADOPTED BY THE COMMON COUNCIL THIS _____ DAY OF _____, 2015.

APPROVED BY THE MAYOR THIS _____ DAY OF _____, 2015.

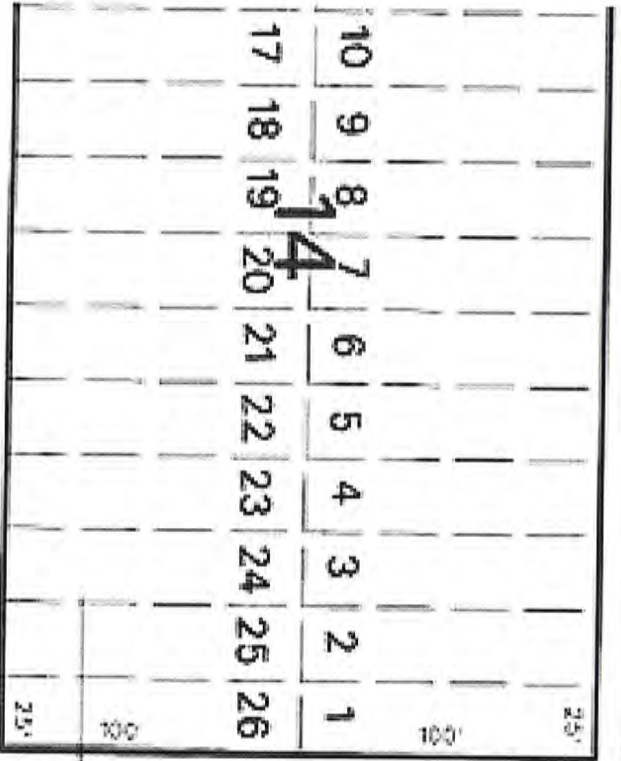
Mayor

ATTEST:

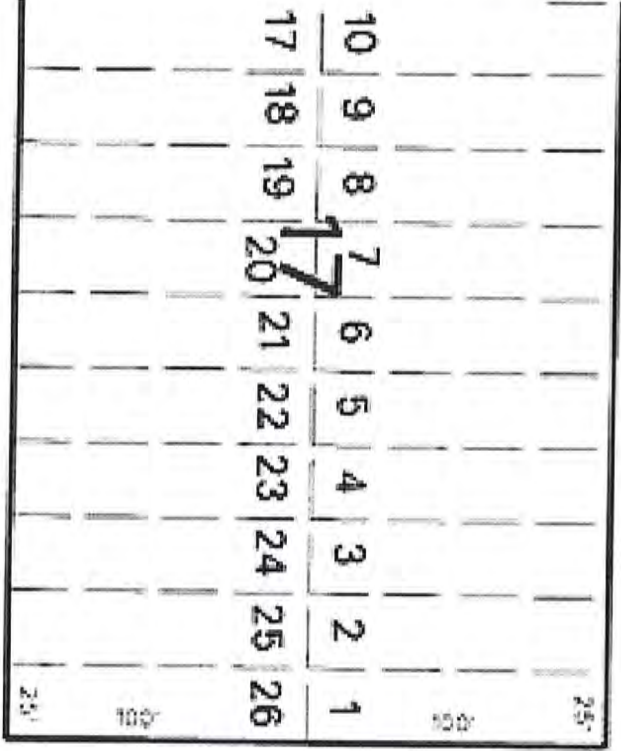
City Manager

ROLL CALL ON ADOPTION YEA NAY ABSENT

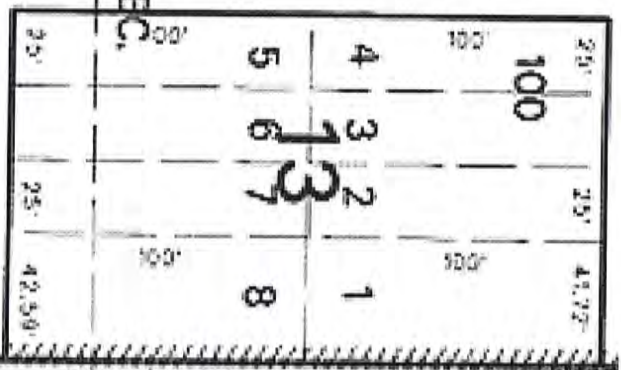
Councilor Nemlowill
Herzig
Price
Warr
Mayor LaMear



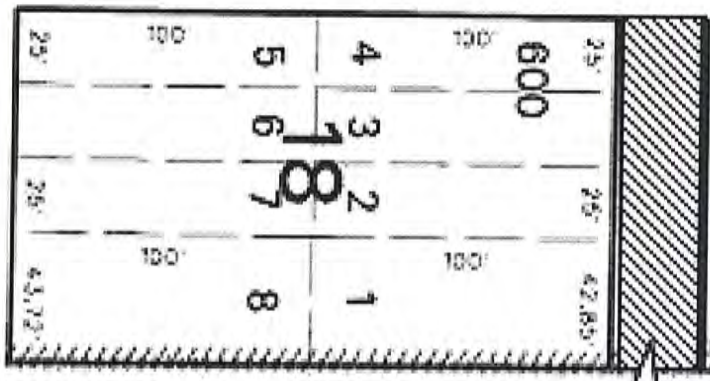
Nile Street



St.
CEN. SEC.



Shively Park



Vacation Area -
approx. 118' x 30'
(3,540 square feet)



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

Date: August 11, 2015

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: **FEMA FLOOD INSURANCE MAPS – UPDATE & PHASE 2 AUTHORIZATION**

BACKGROUND

Over the last few years, the Federal Emergency Management Agency (FEMA) and Department of Geology and Mineral Industries (DOGAMI) have been developing new flood zone maps for the entire State of Oregon. In 2010, new FEMA maps were adopted by the City with the knowledge that additional mapping would soon be completed by DOGAMI for coastal communities to better identify the “at risk” areas of each community. DOGAMI completed a LIDAR (Light Detection and ranging) survey of the entire Oregon coast, including Astoria, and had prepared a set of maps to identify potential hazard areas and to eliminate areas that were previously thought to be a hazard based on old, less detailed information. With the LIDAR survey, the maps now can identify the specific elevation of the land in more detail thereby removing guess work from the equation.

Staff has been working with FEMA and DOGAMI to assure that the information and maps for Astoria reflect the issues and concerns specific to our community. On December 10, 2013, the City received the draft FEMA Flood Insurance Rate Maps (FIRM) for review. Prior to this draft, the adopted 2010 flood zone designations in Astoria had not changed dramatically from the 1978 FIRMs and therefore, Astoria had little concern with the new mapping. With the new drafts, there are major changes that will impact the citizens of Astoria and their ability to obtain flood insurance and/or to develop along the Columbia River and Young’s Bay. At the same time as the proposed map changes, the Biggert-Waters National Flood Insurance Reform and Modernization Act (2012) was adopted which drastically increased the flood insurance rates nationwide. Staff spoke with representatives from Clatsop County, Warrenton, and Seaside to coordinate the responses from the various communities concerning the proposed changes. A letter was sent to DOGAMI identifying questions and concerns with the new mapping. A copy of the letter was sent to the City’s US Senators to keep them apprised of our concerns. Clatsop County and Warrenton also sent letters of concerns. The City received a response from FEMA in June 2014 which did not completely answer the City’s concerns. There is still question as to the accuracy of the information in the new mapping and the data and model used to calculate the potential flood risks in Clatsop County.

Several of the issues/concerns include the change of the Columbia River and Young's Bay to a "velocity zone" which increases the potential flood impact areas and raises the Base Flood Elevation. In addition, the draft maps use an extremely high data point from the Tongue Point Tidal Station that may be an anomaly and alters the Base Flood Elevation by one foot or more. The inclusion of this data in the model has a tremendous impact on not only development in these areas, but could also have an effect on insurance rates for citizens in these areas. The City of Astoria, City of Warrenton, Clatsop County, Port of Astoria, and several diking districts have been actively pursuing additional information from FEMA to understand more about the anomaly. There were several other issues noted in the letter to DOGAMI. Staff has been in contact with the US Senators who continue to monitor and work on this issue on the Federal level.

Based on the fact that FEMA did not adequately address our concerns, it was determined that Clatsop County, Warrenton, and Astoria should present a unified response to FEMA as the issues impact the entire north County area. Over the last year, the local jurisdictions have been meeting with FEMA to obtain the data necessary to review and analyze FEMA's findings. We have received the data and have hired a consultant to review the material in order to prepare a formal response to FEMA. In December of 2014, the County, Warrenton, and Astoria consolidated resources to share in the cost to hire the consultant through an Intergovernmental Agreement (IGA) (attached). This initial review was estimated to cost approximately \$20,000 with a not-to-exceed amount of \$7,000 for each jurisdiction.

When this work was started, it was understood that depending on the results of the consultant's analysis and FEMA's response to these findings, additional actions may be necessary to address the interests of the north County communities relative to the proposed flood maps. The City of Warrenton, acting as lead agency, solicited proposals and entered into an agreement with Coast & Harbor Engineering to complete the initial analysis. Department of Land Conservation and Development representative Patrick Wingard is assisting with the map overview and getting the answers needed to address the County and Cities' concerns. Staff will continue to work with the representatives and other local communities on the draft maps. Staff will ultimately present the draft maps to the Planning Commission and City Council for consideration once they are finalized by FEMA and DOGAMI.

DISCUSSION/ANALYSIS


As anticipated, the results of Phase 1 of the consultants work led to the realization that more in-depth analysis was required to address FEMA's follow-up questions. A synopsis of work completed in Phase 1 as well as the proposal to complete additional work (Phase 2) is attached in Coast and Harbor's June 19, 2015 Scope of Work and Fee Estimates. The cost of Phase 2 is \$27,700, which will be divided between the Cities of Warrenton and Astoria, the Port of Astoria, Clatsop County and Diking District 9. The Port was not a partner initially but has joined in the effort and is contributing to the cost since the time the initial IGA was approved.


The City of Astoria's share is currently estimated at a not-to-exceed amount of \$7,000. A copy of the IGA Amendment #1 is attached along with the consultant's scope of work letter and the original IGA. Jeff Harrington and Collin Stelzig, who is the lead engineer for the City of Warrenton, will be available at the Council meeting to give an update and answer any

questions at the council meeting. Funds for the City contribution will come from the Capital Improvements Fund.

RECOMMENDATION

It is recommended that Council authorize the Mayor to sign Amendment 1 to the existing IGA between the City of Astoria and the City of Warrenton resulting in an expenditure of an amount not-to-exceed \$7,000 from the Capital Improvements Fund.

Submitted By 
Ken P. Cook, Public Works Director

Prepared By JEFF HARRINGTON 
Jeff Harrington, City Engineer

AMENDMENT 1

IGA

Between the City of Warrenton, City of Astoria, Clatsop County, and the
Port of Astoria

WHEREAS, the parties entered into an IGA in December of 2014 to engage a third-party engineer to analyze data provided by the Federal Emergency Management Agency regarding D-Firm (maps) for the area; and

WHEREAS, Coast & Harbor Engineering was engaged in January of 2015 and did indeed complete the initial scope of work; and

WHEREAS, as a result of Coast & Harbor's initial work and presentation of findings and questions to FEMA and FEMA's unsatisfactory responses it is the desire of the participating agencies to further engage Coast & Harbor Engineering to provide additional work, as described in the attached June 19, 2015, Coast & Harbor Engineering Scope of Work and Fee Estimates Amendment 1.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES this amendment authorizes the additional work, as described in the attached June 19, 2015, Coast & Harbor Engineering Scope of Work and Fee Estimates Amendment 1.

All parties signatory to this agreement shall contribute to the additional cost of time and material not-to-exceed \$27,700, which shall be shared equally among the agencies.

Each signor represents to the others by their signatures below that each has read, understands, and agrees to all covenants, terms and conditions of the original agreement and this amendment. Each signor represents to the others to have the authority to bind their respective public body in contract.

City of Warrenton:

Dated this ___ day of August 2015

Clatsop County:

Dated this ___ day of August 2015

Diking District 9

Dated this ___ day of August 2015

City of Astoria:

Dated this ___ day of August 2015

Port of Astoria:

Dated this ___ day of August 2015

Approved as to form:



Digitally signed by
Name: [unclear]
DN:
[unclear]
Date: 2015.08.18 14:44:42 -0700



COAST & HARBOR ENGINEERING

A Division of Hatch Mott MacDonald

Response to FEMA on City of Warrenton and Clatsop County Corrections to Preliminary FEMA Maps

Scope of Work and Fee Estimates Amendment 1

Introduction:

In the initial phase of review, analysis, and comment on the Preliminary FEMA flood maps created for Clatsop County, Coast & Harbor Engineering, A Division of Hatch Mott MacDonald (CHE) completed the scope of work and reached the end of budget by sending a Technical Memorandum to Collin Stelzig (City of Warrenton) on May 26, 2015. The Technical Memorandum presented CHE's approaches for improving projected water levels and wave runup height and addressed wave overtopping discussed in the meeting held April 27, 2015 at Astoria. Around the same time, FEMA sent an email to the City of Warrenton dated June 1, 2015 dealing with questions raised by Warrenton and CHE at the meeting. Deficiencies in FEMA's responses to questions posed by the City and County require further response. This scope of work was developed to describe CHE's tasks and budget to resolve FEMA's unsatisfactory responses on details of the study and on FEMA's application of procedures that are not appropriate to the study area. This scope also includes CHE's clarification of procedures that, if applied by FEMA and STARR, will result in more accurate mapping of flood hazard risks in the study area. The intended result is consensus among FEMA, STARR, Clatsop County, City of Astoria, City, City of Warrenton, and Port of Astoria on flood hazard elevations and zone designations and limits.

Assumptions:

- CHE's work is intended to resolve the issues described in email exchanges up through June 1, 2015, without requiring an appeal. Therefore, no work related to a formal appeal is included in this scope.
- No modeling, reanalysis, or remapping by CHE is included in this scope of work.
- One meeting with FEMA and the Group in Clatsop County is included.

Scope Tasks:

Task 1 Technical Discussion with FEMA about Study Details

A document dated May 29, 2015, which was attached to an email from David Ratté dated June 1, 2015, attempted to address issues of datum conversion that would be necessary to model correct water depth, and wave runup elevation at Transect 40, and contained a FEMA study graphic illustrating characteristics of transects. These were some of the questions CHE prepared for FEMA and STARR to answer at the April 27 meeting. FEMA and STARR's explanation in the email provided no clarity on these issues, and suggests that FEMA and STARR are committed to certain procedures that are inappropriate to the study conditions of wave sheltering, shallow depth, and wave

overtopping of shore structures. Complete understanding to the level of presenting how the FEMA study can be corrected will require deeper inquiry and discussion between CHE, FEMA, and STARR. Under this task CHE will inquire with FEMA and STARR on the level of technical understanding of FEMA responses regarding base flood elevations and zone boundaries. CHE will produce a formal opinion of FEMA's responses.

***Deliverable:** Section of Technical Memorandum containing CHE's final opinion on FEMA's response to issues raised by the Cityies, County, and Port about data, analysis, modeling, and calculation procedures that FEMA is applying in producing Preliminary FIRM maps.*

Task 2 Develop Recommendation on Procedure for Computing Wave Runup

Two types of runup computation require improvement for the Preliminary maps to more accurately reflect actual flooding risk. The first is representation of the flood water surface elevation as the wave overtops a shore structure and dissipates as it runs inland. This process currently is not correctly represented at many locations along the City of Astoria shoreline. A procedure for calculating the energy dissipation process is presented in FEMA's Pacific Coast Guidelines, but obtaining realistic results requires selection of a proper coefficient in the Cox-Machemehl (C-M) equation. This task will document derivation of the coefficient that was previously approved by FEMA in a coastal flood study, and recommend that FEMA apply it to transects in the Clatsop County study where the peak runup elevation is now merely translated horizontally landward an arbitrary distance. The second type of runup computation requiring improvement is that occurring in shallow areas and in the shelter of land masses, but currently does not reflect the dissipation or blocking of wave energy before reaching the seaward end of the analysis transect. This task will document derivation of methodology consistent with wave mechanics principles, and recommend its application for obtaining a realistic wave height and direction to apply at the offshore ends of the transects in Youngs Bay and Mott Basin.

***Deliverable:** Section of Technical Memorandum detailing a previously approved calculation method for overtopping wave dissipation and a method consistent with coastal engineering practice for obtaining realistic incident wave height at offshore end of transects in sheltered areas.*

Fee Estimate: The work will be conducted on time and material basis not to exceed \$27,700

INTERGOVERNMENTAL AGREEMENT

This Agreement is made this 3rd day of December 2014 by and between the City of Warrenton, City of Astoria, Clatsop County, and the Port of Astoria.

RECITALS

WHEREAS, the parties agree that it is in their interests to cooperatively analyze the data provided by the Federal Emergency Management Agency regarding D-FIRM (maps) for the area; and

WHEREAS, the parties agree that a third party engineering firm should be engaged to analyze said data and report findings to the collective group; and

WHEREAS, the parties agree that it is imperative to act quickly in order to have sufficient data and analysis of the data prior to meeting with FEMA and their associated partners; and

WHEREAS, the City of Warrenton has agreed to serve as lead agency for the advertising and managing of Request for Proposals from interested firms.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

The City of Warrenton shall develop an RFP for engineering review services to be reviewed by the Chief Executive Officer of each agency, and the City of Warrenton shall act as lead agency and contact.

All parties signatory to this agreement shall contribute to the costs of the hiring of an engineering firm for said purposes, and these costs shall not exceed \$7,000 for any participating agency. The engineer's billing, less any amount contributed by the Port of Astoria, will be shared equally among the Cities of Warrenton and Astoria, and Clatsop County. Each party's share shall be paid to the City of Warrenton, acting as agent, within 30 days of receipt of billing from the engineering firm.

Each participating agency shall have access to all material provided by the engineering firm chosen and assigned to the task.

SCOPE

See Exhibit A for City of Warrenton RFP for Technical Review.

SEVERABILITY

If any provision of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not effect the validity of the remaining portions hereof.

ENTIRE AGREEMENT

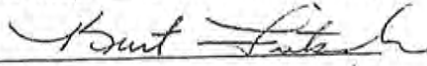
This Agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind any Party unless in writing and signed by all Parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreement, or representations, oral or written, not specified herein regarding this agreement.

ACKNOWLEDGEMENT

Each signor represents to the others by their signatures below that each has read, understands, and agrees to all covenants, terms, and conditions of this agreement. Each signor represents to the others to have the authority to bind their respective public body in contract.

City of Warrenton:

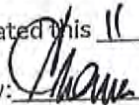
Dated this 3rd day of December 2014.

By: 

Kurt Fritsch, City Manager


Clatsop County:

Dated this 11 day of December 2014

By: 

City of Astoria:

Dated this 3rd day of December 2014

By: 
Mayor

By: 
City Manager

Port of Astoria

Dated this ___ day of December 2014

By: _____

EXHIBIT A

CITY OF WARRENTON
RFP FOR TECHNICAL REVIEW

I. INTRODUCTION

Written sealed proposals will be accepted until 2:00 p.m., Friday, December 19, 2014, by Kurt Fritsch, City Manager, at the front desk at Warrenton City Hall, 225 S. Main Avenue, Warrenton, OR 97146. Mailing Address is PO Box 250, Warrenton, Oregon 97146. Delivery to an office other than the office identified above or after 2:00 p.m. is not acceptable. Electronic submissions will not be accepted.

All proposals shall be identified as Request for Proposal - City of Warrenton - Technical Review, on the outside of the envelope or package. Please submit 5 copies of the proposal.

Questions/clarifications regarding any specific requirements should be in writing and directed to:

Kurt Fritsch, City Manager
225 S. Main Ave.
Warrenton, OR, 97146

Any clarifications or changes will be by written addendum.

II. SCOPE OF WORK

The City of Warrenton is part of Group that includes: Clatsop County, City of Astoria, and Port of Astoria. The City wishes to retain a consultant who can complete a technical review of the Coastal Engineering Analyses of the Columbia River Estuary. The analysis was prepared for FEMA by the Strategic Alliance for Risk Reduction (STARR) under Contract No. HSFEHQ-09-D-0370, Task Order HSFE10-11-J-0085.

The City has a budget of approximately \$20,000 for this review.

FEMA has provided the City with the following information (a full list will be available on the City's website at <http://ci.warrenton.or.us/projects/index.php?catDrop=1>):

- Offshore Wave Models
- Wave Runup Calculations
- Wind Models
- SWAN Simulations – Grid files and Model run files
- SELFE Data and Runs

In addition, the City would like to have the following documents reviewed (these document will be available on the City's website at <http://ci.warrenton.or.us/projects/index.php?catDrop=1>):

- Coastal Summary.pdf - *(FEMA's Summary of Coastal Engineering Analyses for the Columbia River Estuary, Clatsop County, Oregon)*

- CC Review of DOGAMI Draft Maps.pdf - (*Clatsop County's response to FEMA's Coastal Engineering Analyses for the Columbia River Estuary*)
- CA Review of DOGAMI Draft Maps.pdf - (*City of Astoria's response to FEMA's Coastal Engineering Analyses for the Columbia River Estuary*)
- CW Review of DOGAMI Draft Maps.pdf - (*City of Warrenton's response to FEMA's Coastal Engineering Analyses for the Columbia River Estuary*)
- PA Review of DOGAMI Draft Maps.pdf - (*Port of Astoria's response to FEMA's Coastal Engineering Analyses for the Columbia River Estuary*)
- Clatsop FSR Comment Response 20140604 V2.pdf - (*STARR's response to our Group Comments*)
- Joint Response to STARR Letter 091914.doc - (*A Draft Response to STARR's response letter*)

The above documents include the review comments made by Clatsop County, City of Astoria, City of Warrenton, and Port of Astoria. They also include a response back from FEMA.

The selected consultant will be asked to review these documents and data and be prepared to discuss these items with the Group and then with FEMA during a February 2015 meeting. This FEMA meeting may include STARR and the Center for Coastal Margin Observation and Prediction (CMOP) and will provide a platform to discuss the Coastal Engineering Analyses with the individuals that completed the hydrologic and hydraulic analyses and modeling. Prior to this meeting, the selected consultant will prepare a list of concerns and discussion items to be sent to FEMA.

After the FEMA meeting, the consultant will prepare a letter report that details their technical review. The letter will detail any issues or concerns that should be addressed by FEMA, detail future analyses requirements and confirm, if possible, those concerns included in past correspondence from the Group to FEMA. This letter will be forwarded to FEMA for their consideration and comment.

In a separate letter, the consultant will provide the group with recommendations for moving forward.

III. PROPOSED SCHEDULE

Tuesday, November 25, 2014	Circulate RFP
Friday, December 19, 2014	Responses to Request for Proposal are due to the City Manager no later than 2:00 p.m.
Monday, January 5, 2015	Proposers may be contacted for interviews, if deemed necessary
Wednesday, January 07, 2015	Proposer will be selected and negotiations commence
Wednesday, January 14, 2015	Contract begins with Consultant
Wednesday, February 04, 2015	Proposed meeting with FEMA

IV. FORMAT OF PROPOSAL

Proposers shall provide five copies of their proposal and all attachments. One copy must be designated "Original" and must contain all required original signatures. Proposals are limited to 20 pages, single-sided, 8-1/2 by 11" and minimum 11-point font. The cover letter and resumes are to be included as part of the 20-page maximum response. Any additional information deemed appropriate should be included and submitted as a separate document.

All proposals shall be sealed in an envelope or package and addressed as follows:

City of Warrenton
Attn: Kurt Fritsch, City Manager
225 S. Main Avenue/PO Box 250
Warrenton, OR 97146

The Proposal should be organized in generally the following format for the ease of the evaluation committee:

1. General Overview - Provide a general overview of the Firm or Individual. Include relevant contact information for the firm/individual including:
 - Name of Firm/Individual
 - Address
 - Phone/Facsimile/E-Mail
 - Website
2. Response to Scope of Services - Discussion of experience and ability to provide a Technical Review of the Data provided by FEMA. Include information on the type of resources available and staff's experience to provide services described in the Scope of Work.
3. Capability, Experience, and Past Performance History - Describe the firm or individual's capability, experience and past performance history that qualifies the firm or individual to provide the services as described in the Scope of Work.
 - a. *Columbia River Estuary* - Provide a description of past work performed in the Columbia River Estuary.
 - b. *FEMA - Region X* - Provide a description of past experience working with FEMA - Region X
4. Scope of Work - Provide a detailed scope of work with an approximate schedule, man hours and hourly costs.
5. Client References/Background - Provide a representative listing of at least three (3) clients, preferably municipal government clients or clients of public agencies, with contact names and telephone numbers. The City reserves the right to explore the background, previous

experience, training, financial affairs or related matters of any firm or individual under consideration for this contract.

The Proposer shall include a cover letter with the proposal and signed as follows:

- In the case of an individual Proposer, by the individual Proposer.
- In the case of a partnership, the name of the partnership must be listed and the proposal shall be signed in the name of the partnership by at least one general partner. In addition, the names of all general and limited partners must be listed.
- In the case of a corporation, the corporate name shall be subscribed by the president or other managing officer and, under the signature of such officer, the name of the office such individual holds or the capacity in which he or she acts for the corporation.

Facsimile or electronic transmissions will not be accepted.

Proposers responding to this RFP do so solely at their own expense. The City of Warrenton is not responsible for any Proposer expenses associated with the RFP.

Proposers may submit a written protest of anything contained in this RFP. Refer to OAR 137-048-0240 for Protest Procedures.

V. EVALUATION COMMITTEE

The City will form an Evaluation Committee to aid in the selection process. The Evaluation Committee shall evaluate all proposals and shall rank them according to the mandatory requirements listed in this section. Proposals submitted that do not meet mandatory requirements will not be considered.

The Evaluation Committee may consist of:

Kurt Fritsch, Warrenton City Manager
Heather Hansen, Director of Clatsop County Community Development
Jeff Harrington, Astoria City Engineer
Jim Knight, Port of Astoria Executive Director
Collin Stelzig, Warrenton City Engineer

The Evaluation Committee shall review all proposals submitted and may confer with selected clients of the Proposer. The Committee MAY also meet with selected Proposers to review their proposals.

All proposals will be evaluated and ranked. For this purpose, the Evaluation Committee will employ the following criteria:

Criteria	Maximum Points
1 Capability to perform the Technical Review	35
2 Past H&H work in the Columbia River Estuary	35
3 Past work with FEMA - Region X	15
4 Project Understanding	15

After scoring, negotiations for price and contract terms with the highest ranked proposer will commence.

The Evaluation Committee reserves the right to invite one or more Proposers to present their proposals in person to the Evaluation Committee.

VI. DURATION OF PROPOSALS

In the event that the selected Proposer refuses the work, does not agree to terms with the City, or otherwise does not enter into a contract with the City or is unable to perform the contract, the City reserves the right to withdraw the award and negotiate with the Proposer submitting the next highest qualified proposal, and if necessary, the 3rd highest proposer. For this reason, the selection of any Proposer shall not constitute a rejection of any proposal, and no Proposer may withdraw its proposal for a period of 45 days after the date scheduled for the Notice of Intent to Award.

VII. DISCLOSURE

Proposals will not be made a part of the public record until AFTER the evaluation process is completed and a contract is issued. All proposals and the evaluation report will then be available for public review.

VIII. RESERVATIONS

In addition to all other rights granted to it under Oregon law, the City of Warrenton expressly reserves the following rights:

1. To negotiate separately with a Proposer, in any manner necessary to serve the best interest of the City.
2. To waive formalities in proposals.
3. To seek clarifications of each proposal.
4. To negotiate the final contract that is in the best interest of the City.
5. To reject any and all proposals and the right to cancel the RFP at anytime if doing so would be in the public interest as determined solely by the City Commission.

IX. LEGAL FEES

If suit or action is instituted in connection with any controversy arising out of this Request for Proposal or the contract relating thereto, the prevailing party shall be entitled to recover, in addition to costs, such sum as the Court may adjudge reasonable as attorney's fees, including such attorney's fees on appeal to the Court of Appeals and/or Supreme Court.




CITY OF ASTORIA
Founded 1811 • Incorporated 1856

Date: August 11, 2015

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: **GEOLOGICAL HAZARDS MAPPING UPDATE**

BACKGROUND

The existing City of Astoria Areas of High Water and Past Slides Map (dated March 14, 1974) is outdated and does not clearly show all recent slides and changes to the boundaries of existing known landslides. The landslides shown were mapped over the past 75 +/- years. It also does not include the Department of Geology and Mineral Industries (DOGAMI) landslide inventory presented to the City in 2013. This information is very useful in rendering land use decisions, engineering public facilities, and making public investments. For example, the City Development Code requires that certain development activities within 100 feet of a known slide area have a geological report prepared. The current mapping does not include fill areas which are susceptible to "subsidence" (ground sinking) during an earthquake. Based on the variety of data available, it was determined that it would be beneficial to combine all information into one new map titled "City of Astoria Geologic Hazards Map."

In July of 2014, staff was offered an opportunity to apply for a \$5,000 Oregon Department of Land Conservation and Development (DLCDD) Oregon Coastal Zone Management program Technical Assistance Grant. The Public Works Department had already budgeted \$5,000 to get started on the update and with the additional \$5,000 in grant funds was able to complete the work. City staff matched the grant funds with approximately \$5,000 in in-kind services (staff labor) and the \$5,000 in grant funds were used to hire local geologist Tom Horning to complete field investigation work.

The project consisted of updating the City of Astoria Geological Hazards Data to be used as reference data for studies, planning, engineering and development review. The mapping includes known landslides, known fill areas along the waterfront (susceptible to subsidence) and other known fill areas in the city. The data has been incorporated into our existing GIS system along with the DOGAMI data.

DOGAMI has published geologic maps for the City of Astoria that were released to the public in October of 2013. The maps address landslide susceptibility and an inventory of pre-historic

landslide footprints. According to DOGAMI, their mapping is valuable for regional screening and is not site specific. The new City mapping in combination with the State mapping will provide valuable information needed by planners, engineers, consultants, and investors in making decisions regarding geologic hazards in Astoria. The map can be viewed on the City's website at www.astoria.or.us/Assets/dept_9/pm/pdf/2015geohazardmap.pdf. The map can also be found on the City's website under Public Works Links.

The project has been completed on schedule and within budget as defined in the DLCD Coastal Technical Assistance grant award. The final product consisted of the following:

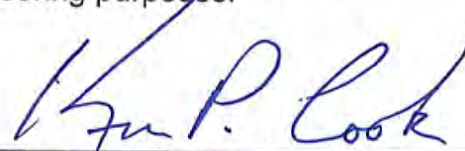
- 1) A new City map titled "City of Astoria Geologic Hazards Map". This map will be used in the development of a new Geologic Hazards Ordinance. The new Geologic Hazards Ordinance is expected to be complete by the end of 2016. The red mapped areas represent an updated version of the Astoria known slides with the DOGAMI pre-historic slide areas shown for reference. Known fill areas along the waterfront are also shown for reference.
- 2) A GIS data layer with the information to be used for planning and engineering purposes.

One of the DLCD grant requirements was that the City Council accepts the new mapping once complete.

RECOMMENDATION

It is recommended that City Council accept the new mapping for use by City staff for the City GIS system and for planning, permitting, and engineering purposes.

Submitted By



Ken Cook, Public Works Director

Prepared By




Jeff Harrington, City Engineer



Date: August 10, 2015

MEMORANDUM

TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: **ASTORIA FOREST CARBON CONSULTANT SERVICES - PUBLIC HEARING TO EXEMPT CONTRACT FROM COMPETITIVE SOLICITATION REQUIREMENTS**

DISCUSSION/ANALYSIS

At the June 4, 2015 City Council meeting, Council approved a contract with The Climate Trust (Emissions Reduction Purchase Agreement) to sell carbon credits generated from the City of Astoria Watershed forest carbon project. The contract requires that the initial forest carbon credits must be delivered to The Climate Trust (TCT) between March 15 and May 15, 2016.

In order to meet TCT's initial forest carbon credit delivery date for the project, the development phase, third-party verification and registration with the American Carbon Registry (ACR) must be completed. The forest carbon project development process is complex and time intensive. The development process requires unique knowledge and skills to meet the technical requirements of the ACR forest carbon methodology used for the project.

Based on the City's contract with The Climate Trust approved at the Council's June 4, 2015 meeting, gross revenue for the sale of 2015 vintage carbon credits will be \$2,057,500, with half of that revenue occurring in 2016 and the other half in 2017.

The Council also approved the overall project budget of \$106,950 at its June 4, 2015 meeting. The budget included project development costs of \$47,500. The proposed contract with L&C for project development costs will ensure that the overall project development costs will not exceed the Council-approved forest carbon project budget.

YEAR 1 ESTIMATED PROJECT DEVELOPMENT COSTS

Listing & Project Development	\$47,500
Third-Party Verification	\$30,000
ACR Registry Fees	\$2,500
ACR ERT Issuance Fees (Year 1)	\$26,950
Estimated Project Budget Year 1	\$106,950

FOREST CARBON CONSULTANTS SCOPE OF WORK

In order to achieve our objectives listed above and to meet the requirements of the City's contract with TCT, the City will need to; 1) complete the forest carbon project development steps; 2) ensure third-party verification is successfully completed by December 31, 2015 and 3) ensure that ACR approves the project and lists the carbon credits on its registry by March 2015.

Project Development Steps

For the City to be in a position to deliver carbon credits to TCT from the Bear Creek watershed carbon project, the following activities must be completed:

Activity 1 – Project Development

- I. Define and map project boundary
- II. Model growth and yield scenarios based on MB&G inventory
- III. Determine project baseline through modeling to maximize 100 year harvest within all legal constraints
- IV. Select and model management scenarios to compare against project baseline
- V. Finalize carbon credit forecasts
- VI. Complete carbon credit quantification worksheets
- VII. Assemble landowner information, documents, and maps
- VIII. Complete the Greenhouse Gas Management Project Plan (GHG) and assemble the project development documentation
- IX. Upload all project documents to the ACR registry account

Activity 2 – Third-Party Verification

- I. Schedule the verification visit and provide all requested documents to verifier
- II. Organize and coordinate participation of the L&C team members in the verification process (conference calls and field visit)
- III. Review verification findings and complete required changes in the project documentation to obtain a positive verification finding

Activity 3 – Carbon Credit Registration

- I. Complete and submit all required project documentation to ACR for its review process
- II. Submit positive third-party verification report to ACR
- III. Respond to questions and information requests by ACR generated by the review and approval of project registration

Activity 4 – Distribution of Emission Reduction Tons (ERTs) to Buyer

- I. Confirm verified carbon credits are issued and in the City of Astoria's ACR account the upon by project approval by ACR
- II. Coordinate payment of all account and carbon credit issuance fees
- III. Facilitate transfer year 1 verified carbon credits to buyer's ACR account

Steps taken to date include:

- Project development work was initiated in June by Mike Barnes, City Forester, and carbon consultant David Ford of L&C Carbon LLC. The proposed contract with L&C Carbon would continue this task.
- Council authorized the City Manager to open an ACR registry account on behalf of the City of Astoria at its July 6, 2015 meeting. This account will hold all of the verified

carbon credits generated by the project and provides the platform to transfer the City's carbon credits to TCT's ACR registry account as per the TCT contract

- Council approved a contract with a third-party verifier, Environmental Management Services, Inc. (ESI), at its July 20, 2015 meeting.

The scope of work identified above has been provided by L&C Carbon LLC (L&C). The City has worked with L&C Carbon for approximately four years to learn about forest carbon projects and to evaluate the opportunity to enroll the Bear Creek Watershed in a forest carbon project. L&C facilitated the negotiated sale of carbon credits from the Bear Creek Watershed to TCT and assisted staff in identifying and selecting a third-party verifier. Staff strongly believes that it is in the best interest of the City to contract with L&C to complete the forest carbon project to ensure the project is successfully completed on time and within the Council's approved budget. In order to directly appoint L&C, the City Council will need to approve an exemption from the Competitive Solicitation Requirements as identified in the Astoria City Code.

FOREST CARBON PROJECT

The project development and third-party verification tasks are on track to be completed by the end of 2015; however, to ensure the City meets its project development timeline, City staff seeks to contract with L&C Carbon to lead the remaining forest project development activities, including coordination of the third-party verification process with ESI, and managing the ACR registration process.

L&C Carbon, a nationally recognized Oregon-based consulting firm, has a knowledgeable and skilled team of forestry professionals exceptionally well-suited to compete the City's forest carbon project on time and within budget.

The L&C Carbon team is highly experienced in developing forest carbon projects nationally and internationally. Three of L&C Carbon's team members developed and authored the ACR methodology that will be used by the City for its forest carbon project. The methodology is entitled, *Improved Forest Management Methodology for Quantifying GHG Removals and Emission Reductions through Increased Forest Carbon Sequestration on Non-Federal U.S. Forestlands*, and is the first methodology that allows municipalities to participate in forest carbon projects through ACR. David Ford, Principal of L&C Carbon has been working with the City and the City Forester on this project since its conception.

EXEMPTION & PERSONAL SERVICES CONTRACT AWARD

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

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

The contract class for which the exemption is requested is a personal services contract for Forest Carbon Project Development Services.

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

The estimated contract cost is \$31,750 on a not-to-exceed basis.

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

The City has worked with L&C for approximately four years to learn about forest carbon projects and to evaluate the opportunity to enroll the Bear Creek Watershed in a forest carbon project. Mike Barnes, City Forestry, recommends L&C and has worked with L&C to design and initial development of the Bear Creek Watershed forest carbon project. L&C advised staff and facilitated the negotiated sale of carbon credits from the Bear Creek Watershed to The Climate Trust. L&C recently assisted staff in identifying, selecting, and negotiating a contract with a qualified third-party verifier. L&C team members authored the ACR forest carbon project methodology the City is using for the Bear Creek Watershed forest carbon project; thus, it has unique knowledge and experience with the technical requirements as compared to any other forest carbon project developer.

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

ACR forest carbon project development services are a specialty field of forestry and there are limited consultants that provide this service. L&C is an Oregon-based company based in neighboring Yamhill County; thus it is well-positioned to provide excellent service due to its proximity to the City of Astoria. There are no other qualified forest carbon project developers located in the Pacific Northwest. Staff believes that this exemption will result in a similar outcome as the state required Qualifications Based Selection process that includes the steps of selecting a qualified consultant and then negotiating a scope of work for the needed services.

(5) A description of the proposed alternative contracting methods to be employed;

Direct Appointment.

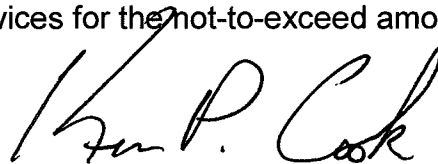
(6) The estimated date by which it would be necessary to let the contract(s);

Staff is recommending L&C Carbon be awarded a contract after City Council consideration of the proposed exemption at the August 17, 2015 meeting. City Attorney Blair Henningsgaard has approved the contract as to form.

RECOMMENDATION

It is recommended that City Council conduct a public hearing for the purpose of taking public comment on the findings for exemption from the competitive solicitation requirements, and adopt findings that authorize the direct appointment process to contract with L&C Carbon LLC to provide forest carbon project development services for the not-to-exceed amount of \$31,750.

Submitted By



Ken P. Cook, Public Works Director

**CITY OF ASTORIA
CONTRACT FOR PERSONAL SERVICES**

CONTRACT:

This Contract, made and entered into this ___ day of _____, 2015 by and between the City of Astoria, a municipal corporation of the State of Oregon, hereinafter called "CITY", and L&C Carbon LLC, 710 SW Carmen Heights Drive, Dundee, OR 97115 hereinafter called "CONSULTANT", duly authorized to perform such services in Oregon.

WITNESSETH

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

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

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

1. CONSULTANT SERVICES

- A. CONSULTANT shall perform professional services, as outlined in the Attachment A, to the City of Astoria regarding the Forest Carbon Development 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.

2. COMPENSATION

- A. The CITY agrees to pay CONSULTANT a total not to exceed \$31,750.00 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 Ken P. Cook, Public Works Director, City of Astoria, 1095 Duane Street, Astoria, Oregon, 97103, (503) 338-5177.

5. CONSULTANT'S REPRESENTATIVE

For purposes hereof, the CONSULTANT'S authorized representative will be David Ford, Principal (503) 449-6957

6. CITY'S OBLIGATIONS

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

7. CONSULTANT IS INDEPENDENT CONSULTANT

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

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

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

8. CANCELLATION FOR CAUSE

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

9. ACCESS TO RECORDS

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

10. FORCE MAJEURE

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

11. NONWAIVER

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

12. ATTORNEY'S FEES

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

13. APPLICABLE LAW

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

14. CONFLICT BETWEEN TERMS

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

15. INDEMNIFICATION

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

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

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

16. INSURANCE

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

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

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

combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence will not be less than \$1,000,000.

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

D. Professional Liability Insurance. The CONSULTANT shall have in force a policy of Professional Liability Insurance in an amount not less than \$1,000,000 per claim and \$2,000,000 aggregate. 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 subject to unlawful discrimination in any City program, service, or activity on the grounds of age, disability, race, religion, color, national origin, sex, sexual orientation, gender identity/expression. Contractor, its employees, agents and subcontractors shall comply with this policy.

21. PAYMENT OF MEDICAL CARE

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

FOREST CARBON CONSULTANTS SCOPE OF WORK

In order to achieve objectives and meet the requirements of the City's contract with TCT, the City will need to complete the forest carbon project development steps, ensure third-party verification is successfully completed by December 31, and ACR approves the project and lists the carbon credits on its registry by March 2015. The following is an outline of the scope of work proposed to ensure the City meets its initial delivery date for carbon credits from the Bear Creek Watershed forest carbon project:

Project Development Steps

For the City to be in a position to deliver carbon credits to TCT from the Bear Creek watershed carbon project, the following activities must be completed:

Activity 1 – Project Development

- I. Define and map project boundary
- II. Model growth and yield scenarios based on MB&G inventory
- III. Determine project baseline through modeling to maximize 100 year harvest within all legal constraints
- IV. Select and model management scenarios to compare against project baseline
- V. Finalize carbon credit forecasts
- VI. Complete carbon credit quantification worksheets
- VII. Assemble landowner information, documents, and maps
- VIII. Complete the Greenhouse Gas Management Project Plan (GHG) and assemble the project development documentation
- IX. Upload all project documents to the ACR registry account

Activity 2 – Third-Party Verification

- I. Schedule the verification visit and provide all requested documents to verifier
- II. Organize and coordinate participation of the L&C team members in the verification process (conference calls and field visit)
- III. Review verification findings and complete required changes in the project documentation to obtain a positive verification finding

Activity 3 – Carbon Credit Registration

- I. Complete and submit all required project documentation to ACR for its review process
- II. Submit positive third-party verification report to ACR
- III. Respond to questions and information requests by ACR generated by the review and approval of project registration

Activity 4 – Distribution of Emission Reduction Tons (ERTs) to Buyer

- I. Confirm verified carbon credits are issued and in the City of Astoria's ACR account the upon by project approval by ACR
- II. Coordinate payment of all account and carbon credit issuance fees
- III. Facilitate transfer year 1 verified carbon credits to buyer's ACR account



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

August 6, 2015

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: **PUMP STATION NO. 1 UPGRADES – PUBLIC HEARING FOR EXEMPTION TO THE STANDARD SOLICITATION METHOD**

DISCUSSION/ANALYSIS

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

PS#1 contains three wastewater pumps with two variable speed 125 horsepower (hp) pumps, and one fixed speed 75 hp pump. The system has provided reliable service for the past 40 years, but lacks peak efficiency. Replacement parts are no longer readily available for the variable speed pump controls, and various parts of the system have reached the end of their useful life. It is a credit to our wastewater treatment plant operators that this pump station has functioned effectively for such an extended number of years.

On June 1st, Council authorized Richwine Environmental to prepare a Concept Design Report for this project, which was recently completed. The report recommends a project scope that includes replacement of the pump's variable frequency drives (VFDs) and installation of a new control system at PS#1. Estimated project cost with engineering services, installation, and project management services is \$225,000. A Technical Analysis Study for PS#1 was requested by staff and was prepared by the Energy Trust of Oregon in September 2013. This study evaluated the energy consumption and economics related to upgrading the pump station in order to improve energy efficiency. At that time the grant incentive for replacing the VFDs and installing a new control system was \$65,083. Energy Trust is currently reevaluating their Study based on the Concept Design Report to determine if additional financial incentives are available for this project. The final incentive offer and agreement with Energy Trust will be presented to Council when authorization to award the project is recommended.

The Concept Design Report also includes an evaluation of alternative project delivery in lieu of the traditional design-bid-build process. A hybrid contract such as Design/Build, Construction Manager/General Contractor (CM/GC), and Energy Savings Performance are allowed by City Code and it was determined to be the most advantageous type of contract for this specialized project. It is recommended that the City bid this project using a Progressive Design Build approach to expedite the delivery of this critical facility for construction this summer without additional risk. This approach will allow the contractor to design the project to be within the City's budget. In order to move forward with type of contract approach, a public hearing for an exemption to the standard solicitation method needs to be held.

Below is a project timeline that highlights Council actions:

Aug 3:	Council authorized soliciting proposals
Aug 17:	Public Hearing for an exemption to the standard solicitation method for use of a Progressive Design Build Contract
Sept 8:	Council authorize Energy Trust funding and award contract to the selected contractor
Sept 9:	Selected contractor receives Notice to Proceed
Dec 1:	Construction completion

Funding is available in the Public Works Improvement Fund.

EXEMPTION FINDINGS

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

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

The contract class for which the exemption is requested is a public improvement contract for the design and construction of the Pump Station No. 1 Project.

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

The estimated contract cost for design and construction services is \$205,000.

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

Pump Station No. 1 is a critical wastewater facility that delivers approximately 95% of the City's combined sewage flows to the wastewater treatment plant. This pump station has provided reliable service for the past 40 years, but lacks peak efficiency and replacement parts are no longer readily available. A progressive design build project delivery method shortens the timeframe for design and construction to allow the improvements to be built prior to the heavy rains of the winter season with reduced risk of construction delays. In addition, the progressive design build process allows early collaboration between City staff, designer and contractor to develop quality, cost effective solutions on an expedited schedule.

(4) Findings to support the reason that approval of the request would be unlikely to encourage favoritism or diminish competition for the public contract or class of public contracts, or would otherwise substantially promote the public interest in a manner that could

not practicably be realized by complying with the solicitation requirements that would otherwise be applicable under these regulations;

The Progressive Design Build Contract will be advertised publically and open to all qualified contractors. This type of contract has proven to be cost effective and still includes bidding of subcontract work by the contractor resulting in a competitive project cost.

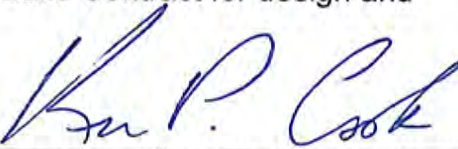
(5) A description of the proposed alternative contracting methods to be employed;
Progressive Design Build Contract. With Progressive Design Build procurement, the design-builder is selected primarily on the basis of qualifications. The contracted work is completed in two phases. During Phase One, the design-builder will complete the project's design to specified percent complete and will submit a guaranteed maximum price for the final design and construction. Phase Two is the final design, installation and construction effort based on the agreed upon guaranteed maximum price.

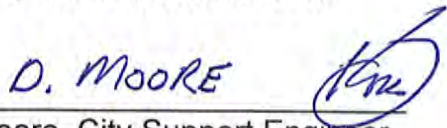
(6) The estimated date by which it would be necessary to let the contract(s);
Solicitation of proposals began advertising on August 5th. Award of the contract is anticipated to be presented to City Council on September 8th.

The City Attorney has approved of the City using this exemption to the competitive solicitation process and is finalizing the contract language.

RECOMMENDATION

It is recommended that City Council conduct a public hearing for the purpose of taking public comments on the findings for exemption to the standard solicitation method and adopt findings that authorize use of a Progressive Design Build Contract for design and construction of the Pump Station No. 1 Project.

Submitted By 
Ken P. Cook, Public Works Director

Prepared By 
Cindy D. Moore, City Support Engineer



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

August 6, 2015

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: PUBLIC HEARING AND ORDINANCE AMENDING THE ASTORIA CITY CODE TO PROHIBIT SMOKING AND TOBACCO USE IN CITY OF ASTORIA PARKS

DISCUSSION/ANALYSIS

The mission of the Astoria Parks and Recreation Department is to provide life-long learning, wellness, and well-being through recreational opportunities and is dedicated to the preservation of natural resources, open spaces and facilities that inspire and bring neighbors together. To support and reinforce this mission, the Astoria City Code provides rules and regulations of Astoria's Parks. Currently these regulations do not limit tobacco use or prevent users of City of Astoria Parks from second hand smoke exposure.

At the request of citizens and Parks and Recreation Advisory Board members, Mr. Stephen Blakesley, with the Clatsop County Public Health Department, gave a presentation on smoke and tobacco free parks / recreation areas during the May 27, 2015 Board meeting. His presentation included an overview of tobacco control and enforcement, agencies throughout the State that have implemented tobacco and smoke free policies, statistics on tobacco use, information about the tobacco industry, and how to make an informed decision about such a policy. Mr. Blakesley's presentation is attached. Following this presentation, the Parks and Recreation Advisory Board, staff, and guests discussed implementation and enforcement of a smoke and tobacco free policy. Upon conclusion of the discussion, the Astoria Parks and Recreation Board unanimously voted to develop a smoke and tobacco free policy to be recommended for City Council adoption.

If City Council approves the ordinance amending the City Code to prohibit smoking and tobacco use in City of Astoria Parks, signage informing users of the law will be placed printed and installed in all City of Astoria Parks. The cost to print the needed signage is estimated between \$2,500 - \$6,750 depending on quality and size. To assist in offsetting the cost of printing the signage, \$750 in funding is available from the Oregon Tobacco Prevention and Education Program via Clatsop County. The remainder of the funding is to install signage that would come from the Capital Improvement Fund.

In the event that enforcement is needed, Section 5.933 of the Astoria City Code provides the Director; the Director's authorized representative and Police Officers the authority to eject a person from the park. If further enforcement is needed, the penalties identified in section 1.010 of the Astoria City Code also apply. These are the same laws that oversee the proposed regulation as all other City of Astoria Parks Rules and Regulations, such as horseback riding, alcohol consumption, or dumping refuse in City of Astoria Parks.

Tobacco use is the single most preventable cause of disease, disability, and death in the United States, Oregon, and Clatsop County. According to the surgeon general; there is no safe level of second hand smoke exposure, second hand smoke is a known trigger for asthma attacks, since 1964 2.5 million nonsmokers have died from second hand smoke exposure, 34,000 adult nonsmokers die of heart disease annually in the U.S., second hand smoke increases risk of cardio vascular disease, and second hand smoke increases risk of stroke.

Tobacco free and smoke free environments; discourage kids from ever starting, reduce exposure to second hand smoke, prompt more smokers to try to quit, support those who are trying to quit, reduce the number of cigarettes consumed, and reduce litter from cigarette butts. Therefore, amending the City Code to prohibit smoking and tobacco use promotes the mission of the Parks and Recreation Department, promotes healthy outdoor recreation, reinforces to children that most Oregonians don't smoke, reduces exposure to secondhand smoke, protects wildlife and the environment from cigarette butts, and saves money through less maintenance and lower fire risk. The City Attorney has reviewed and approved the proposed ordinance as to form. If the Council is in agreement with the Parks and Recreation Advisory Board's recommendation, it would be in order for Council to conduct a public hearing to receive public comment and hold a first reading of the proposed Ordinance.

RECOMMENDATION

It is recommended that the Astoria City Council conduct the scheduled public hearing and if deemed appropriate, hold a first reading of the ordinance to prohibit smoking and tobacco use in City of Astoria Parks.

By: Angela Cosby
Angela Cosby
Director of Parks & Recreation

ORDINANCE NO. 15-_____

AN ORDINANCE AMENDING CITY CODE SECTION 5.926 and 5.931 RELATING TO PARKS RULES AND REGULATIONS

THE CITY OF ASTORIA DOES ORDAIN AS FOLLOWS:

Section 1. Astoria City Code Sections 5.926 and 5.931 are amended by adding the definition and section as follows:

5.926 Definitions. In Section 5.931 of this code the following terms mean:

(a) Smoking. Inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, or other device containing tobacco or a tobacco product. This includes the use of any electronic cigarettes, and other vaping or inhalant devices which create smoke, aerosol, vapor from a liquid containing nicotine or other substances.

(b) Tobacco product. Any substance that contains tobacco or is derived from tobacco and is intended to be put in the human body. "Tobacco product" includes any liquid intended for use in an electronic smoking device or nicotine delivery device, but does not mean tobacco use cessation products approved by the United States Food and Drug Administration.

(c) Tobacco use. Smoking, chewing, inhaling, exhaling, vaping, and any other ingestion or consumption of tobacco or a tobacco product.

5.931 Parks Rules and Regulations, Actives limited or Prohibited.

(T) Smoking and Tobacco Consumption. Tobacco use is prohibited in all areas of Astoria City Parks.

Section 2. Effective Date. This ordinance will be effective 30 days following the date of its passage by the City Council.

ADOPTED BY THE COMMON COUNCIL THIS ____ DAY OF _____, 2015.

APPROVED BY THE MAYOR THIS ____ DAY OF _____, 2015.

Mayor

ATTEST:

City Manager

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

Smokefree and Tobacco-Free Parks and Recreation



Steven Blakesley
Health Promotion Specialist
Clatsop County Dept. of Public Health

For help quitting, contact the Oregon Tobacco Quit Line at 1-800-QUITNOW or QuitNow.net/Oregon

Desired Outcomes

- ✓ Learn why agencies and districts are going tobacco-free and/or smokefree
- ✓ Make informed decisions around tobacco policy



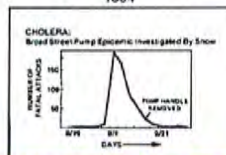
Agenda

- Public Health perspective
- Tobacco Control
- Common points of opposition
- Enforcement

Public Health



1854



In health care,
the individual is the patient

In Public Health,
the community is the patient

- Immunizations
- Clean water
- Tobacco
- Seat belts
- Food safety

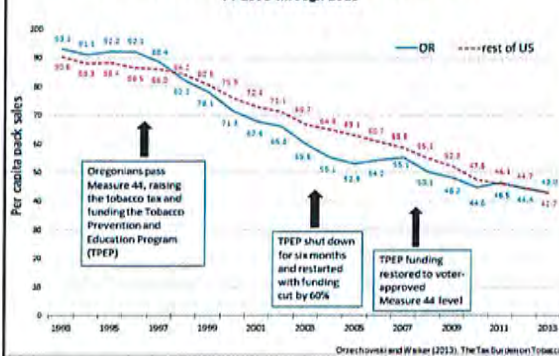
Public health is credited with adding 25 years to the life expectancy of people in the US in this century.

Tobacco Control

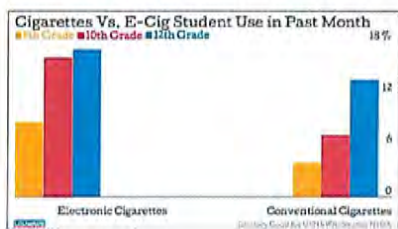
Problem Statement

- Tobacco use is the single most preventable cause of disease, disability, and death in the United States, Oregon, and Clatsop County.

Per capita cigarette pack sales, Oregon vs. rest of United States, FY 1993 through 2013



Next Generation of Addiction?



Common Points of Opposition

- Personal rights
- "If it's outdoors what's the harm?"
- Enforcement



Enforcement Case Study

Tualatin Hills Park and Recreation District (THPRD)

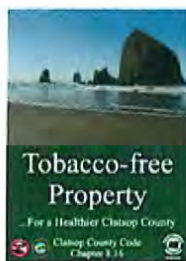
- Largest special parks district in Oregon
- 89% of park users supported smokefree THPRD (6% opposed)
- THPRD parks survey- enforcement wasn't an issue
- Successfully implemented 100% smokefree policy for all facilities, properties and grounds February 1, 2014

Implementation & Compliance

- Adopt policy and begin communication
 - Implementation date set to allow for policy communication
- Staff education & training
- Public awareness campaign
- Signage/stickers
- Peer-enforcement



Signage



What You Can Do

The CDC recommends developing strategies to prevent use and safe-guard youth, some options may include:

- ✓ Implement policies for comprehensive tobacco-free and smokefree environments
 - Park and recreation areas
 - City properties
 - Outdoor dining areas
 - Multi-unit housing properties



- ✓ Amend current policies to include electronic smoking devices (e-cigarettes) into current smokefree and tobacco-free policies

Resources



www.smokefreeoregon.com



Thank You

Steven Blakesley
sblakesley@co.clatsop.or.us
503-338-3750





CITY OF ASTORIA

Founded 1811 • Incorporated 1856

August 6, 2015

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM: BRETT ESTES, CITY MANAGER

SUBJECT: AUTHORIZATION TO ESTABLISH A SCHOLARSHIP PROGRAM FOR
PARKS AND RECREATION DEPARTMENT SERVICES

DISCUSSION/ANALYSIS

The City of Astoria Parks and Recreation Department plays a central role in defining the City's quality of life and is committed to offering low cost recreation programs, facilities, special events, and making its programs accessible to all segments of the population, as possible.

Since 2009 the Parks and Recreation Department has hosted an unofficial scholarship program that waived over \$35,000 in program fees last year. Although this program is well utilized, it has many shortcomings. Such as: it has not been approved by City Council or the Parks and Recreation Advisory Board; it has no income guidelines to establish and regulate need; the review and determination on each application received is up to the interpretation of Parks and Recreation Department staff members, which creates inconsistency for users and liability for staff members; and there is no funding source for the program making it impossible to meet budgeted revenues.

To correct these shortcomings without eliminating the scholarship program, the Parks and Recreation Department is proposing a formalized scholarship program, which policies and practices are stated below. Additionally, a scholarship fund has been established with the Astoria Parks, Recreation and Community Foundation, to provide partial and full subsidies to eligible applicants for selected Recreation programs. The Astoria Parks, Recreation, and Community Foundation have fundraised over \$8,600 in scholarship funds since beginning a fundraising campaign in late May. During the May 27, 2015 Parks and Recreation Advisory Board meeting, the board discussed the policy and practices noted below. Upon conclusion of the discussion, the Astoria Parks and Recreation Advisory Board unanimously voted to recommend the policy and practices to City Council.

POLICY/PRACTICES

1. Any resident of Astoria is eligible to submit an application for a scholarship.
2. Applicants must submit a "Scholarship Application" form to the City of Astoria Parks and Recreation Department.
3. Scholarships are provided in two forms:
 - A. 100% percent scholarships for those who meet very low household income requirements (equal standards to the free lunch program) or have received a letter from the State for Temporary Assistance for Needy Families (TANF).
 - B. 50% percent scholarships for those who meet low-income household requirements (equal standards to the reduced lunch program).
4. Scholarship eligibility is determined by:
 - A. Any City of Astoria resident; who meets the Oregon State low income requirements, is eligible for Public School Free/Reduced Lunch Program, or approved for Temporary Assistance for Needy Families.
 - B. Eligibility documentation is required. Appropriate documentation includes; most recently filed federal tax return, Astoria School district notification for free/reduced lunch, or letter of approval from the State for Temporary Assistance for Needy Families (TANF), medical assistance, or food assistance is required.
5. Household income is defined as the sum, on an annual basis, of all pay, allowances, maintenance/child support, social service allowances and other income in the household.
6. Recreation personnel will use the information on the application and any additional information submitted to decide if the applicant should receive a scholarship and to verify eligibility. All information given is not a matter of public record and will be kept in the strictest confidence.
7. Submission of an application for a scholarship is not a confirmation of a scholarship. It is also not a registration form. A scholarship recipient must submit a program registration form in addition to the scholarship request form.
8. Each application will be reviewed and a decision made by the Director of Parks and Recreation or his/her designee.
9. Notification will be made by phone or letter mailed directly to the applicant within 14 days of the application submission.
10. If a scholarship is approved, the recipient is required to pay the balance of the program cost and follow normal registration procedures. Scholarship fees are not transferable.
11. The number and amount of scholarship funding is available based on donations received by the Astoria Parks, Recreation, and Community Foundation. Available funds will be divided in order to serve as many people as possible.
12. Scholarships will not be available for childcare programs or to obtain plots or services at Ocean View Cemetery.

RECOMMENDATION


It is recommended that the Astoria City Council adopt the Scholarship Policies and Practices which were recommended by the Parks and Recreation Advisory Board.

By: Angela Cosby
Angela Cosby
Director of Parks & Recreation



August 10, 2015

MEMORANDUM

TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: AUTHORIZATION TO ENTER INTO AN AMERICORPS RARE SERVICE AGREEMENT WITH THE UNIVERSITY OF OREGON

DISCUSSION/ANALYSIS

The City of Astoria last completed a Parks Master Plan in 1978, and the Parks and Recreation Department has found inefficiencies in operating without the guidance and policy direction of such a plan. On May 18, 2015 the Astoria City Council adopted "develop a city parks master plan" as a City Council goal for the 2015-2016 fiscal year. City Council then allocated \$35,000 of funding in the 2015-2016 fiscal year budget to complete a system-wide Parks and Recreation Master Plan to provide guidance and policy direction for Astoria's Parks, Aquatic Center, Recreation Center, and Recreational Programs.

In an effort to produce a quality Master Plan with limited financial resources, the Parks and Recreation Department has coordinated with the University of Oregon's AmeriCorps RARE program. The mission of the Resource Assistance for Rural Environments (RARE) Program is to increase the capacity of rural communities to improve their economic, social, and environmental conditions, through the assistance of trained graduate-level participants who live and work in communities for 11 months. Participants assist communities and agencies in the development and implementation of plans for achieving a sustainable natural resource base and improving rural economic conditions while gaining community building and leadership skills.

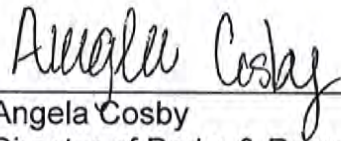
Parks and Recreation Department Staff and Community Development Department Staff have interviewed 5 AmeriCorps RARE participants, and have found an excellent match for the community. Ian Sisson, the RARE participant, would lead the City of Astoria in identifying system needs, available resources, and required capital project investments to accomplish short and long-term park, recreation, and open space objectives of the community. The cost to the City of Astoria for an RARE participant is \$22,000 which will be used to place, train, and support the participant. In return the City of Astoria will receive a full-time RARE AmeriCorps participant who will provide community service for 11 months.

The planning process must include substantial citizen involvement, inventory of existing conditions and facilities, analysis of issues and community needs, and specific recommendations that include specific actions, priorities, and costs. Additionally, to complete the planning process the Parks and Recreation Master Plan will be an adopted planning document through the local land use approval process.

A service agreement with the University of Oregon is required to finalize the RARE participant's placement in Astoria. A templet of the service agreement has been approved by the City Attorney and is attached for your review.

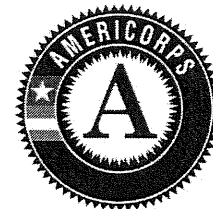
RECOMMENDATION

It is recommended that City Council authorize the City Manager to enter into a Service Agreement with the University of Oregon for an AmeriCorps RARE participant.

By: 
Angela Cosby
Director of Parks & Recreation



RARE 2015-2016
SERVICES AGREEMENT No. 22936



This agreement ("AGREEMENT") is by and between the City of Astoria, hereafter known as the "CLIENT", and the University of Oregon, hereafter known as "UNIVERSITY".

The parties wish to enter into this AGREEMENT for the purpose of mutual benefit to the CLIENT and the selected student participant, herein referred to as "PARTICIPANT".

1. STATEMENT OF SERVICE

The UNIVERSITY expects to receive funding from the Corporation for National and Community Service through the State of Oregon Housing and Community Services Department to support the program entitled "Resource Assistance for Rural Environments" ("RARE") which provides cooperative planning and resource assistance to participating rural communities.

The cooperative services requested by the CLIENT and provided by the PARTICIPANT are under the management and with the guidance of the UNIVERSITY. College-level participants will assist residents of resource-dependent rural communities/counties to evaluate their community's future, find answers to community questions and assist in the development and implementation of strategies to improve economic and environmental conditions for the community and/or the watershed in which it is located. A PARTICIPANT will be assigned to the CLIENT to help implement a specified work plan. The general cooperative services to be provided to the CLIENT by the PARTICIPANT are identified in the Scope of Work section in Attachment A, Proposal, of this AGREEMENT.

2. PERIOD OF AGREEMENT

This AGREEMENT shall be effective on September 1, 2015 and shall terminate on, August 31, 2016, unless otherwise amended. The CLIENT and the PARTICIPANT, with the help of the UNIVERSITY, shall develop the community service program of the PARTICIPANT. Periodic adjustments to this program may be made throughout the project period as deemed necessary by the CLIENT and with agreement of the UNIVERSITY and PARTICIPANT.

3. AMERICORPS REQUIREMENTS

As required by the Corporation for National and Community Service, the CLIENT agrees to:

- a. Provide a safety orientation to their PARTICIPANT within two weeks of their arrival;
- b. Not hire the PARTICIPANT as an employee for other work during the term of service;
- c. Ensure that national service opportunities related to this AGREEMENT are in compliance with applicable federal disability laws; and
- d. Ensure the PARTICIPANT does not engage in prohibited activities as described in the RARE Program's Supervisor Handbook.

4. CONSIDERATION

The CLIENT agrees to pay the UNIVERSITY the fixed price sum of \$22,000.00, to fund CLIENT'S participation in the services described in section 1 above. This project is funded in part with funds from the Corporation for National and Community Service through the Oregon Commission for

Voluntary Action and Service and the University of Oregon. The UNIVERSITY will invoice the CLIENT for 25% of the fixed price sum listed above upon execution of this AGREEMENT. UNIVERSITY will invoice subsequent quarterly billings of 25% to the CLIENT on December 1, 2015, March 1, 2016, and June 1, 2016. All billings are payable within 30 days of receipt of invoice. Submit payments referencing the University Index 3750A0 on the face of the check to:

University of Oregon
c/o Cashiers
P.O. Box 3237
University of Oregon
Eugene, OR 97403-0327

The PARTICIPANT is not an employee of the CLIENT or the UNIVERSITY, but is provided employment benefits such as Workers' Compensation and Social Security through the UNIVERSITY's payroll system. Therefore, the CLIENT is not responsible for any payroll costs over and above the total amount specified in this AGREEMENT. The CLIENT agrees to cover the cost of office and administrative expenses related to the PARTICIPANT'S work duties as well as travel expenses incurred in the execution of these duties. The CLIENT will provide liability insurance for the PARTICIPANT per the volunteer liability insurance of the CLIENT organization. The CLIENT will identify an individual to serve as the local supervisor and mentor of the PARTICIPANT in compliance with program requirements, subject to the approval of the UNIVERSITY.

5. FUNDS AVAILABLE AND AUTHORIZED

The CLIENT certifies at the time of signing this AGREEMENT that sufficient funds are committed and authorized for expenditure to finance costs of this AGREEMENT within its current appropriation or limitation.

If the CLIENT is not allotted the funds for the next succeeding fiscal period by appropriation, appropriation limitation, grant, or other funding source available to it for such purposes to continue this AGREEMENT, this AGREEMENT shall automatically terminate at the end of the current fiscal period for which funds have been allocated.

Such termination shall not constitute an event of default under any other provisions of this AGREEMENT, but the CLIENT shall be obligated to pay its share of all charges incurred through the end of such fiscal period.

The CLIENT shall give the UNIVERSITY written notice of such non-availability of funds within thirty (30) calendar days after it receives notice of such non-availability.

6. AMENDMENTS

This AGREEMENT shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except in writing and signed by both parties to this AGREEMENT.

7. TERMINATION

This AGREEMENT may be terminated by mutual consent of both parties, or by either party upon 30 days' notice, in writing, and delivered by certified mail or in person.

The UNIVERSITY may terminate this AGREEMENT effective upon delivery of written notice to the CLIENT, or at such date as may be established by the UNIVERSITY, under any of the following conditions:

- a) If UNIVERSITY funding from federal, state, or other source is not obtained and continued at levels sufficient to allow for the purchase of the specified services. When possible, and when agreed upon, the AGREEMENT may be modified to accommodate a reduction in funds.
- b) If federal or state regulations or guidelines are modified or changed in such a way that the services are no longer allowable or appropriate under this AGREEMENT or are no longer eligible for the funding proposed for payments authorized by this AGREEMENT.
- c) If the work program or work conditions of the PARTICIPANT as defined by the CLIENT is an inappropriate use of program funds.

8. ACCESS TO RECORDS

The UNIVERSITY, and the Secretary of State's Office of the State of Oregon, and their duly authorized representatives shall have access to the books, documents, papers, and records of the CLIENT which are directly pertinent to this AGREEMENT for the purpose of making audit, examination, excerpts, and transcripts.

9. OWNERSHIP OF THE WORK PRODUCT

All work produced by UNIVERSITY under this AGREEMENT shall be the property of UNIVERSITY. UNIVERSITY grants to CLIENT and PARTICIPANT a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, any such work product.

All work produced by CLIENT under this AGREEMENT shall be the property of CLIENT. CLIENT grants to UNIVERSITY and PARTICIPANT a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, any such work product.

All work produced by PARTICIPANT under this AGREEMENT shall be the property of PARTICIPANT. PARTICIPANT grants to UNIVERSITY and CLIENT a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, any such work product.

For work product produced jointly under this AGREEMENT, CLIENT, UNIVERSITY, and PARTICIPANT shall be owners and all parties shall be entitled to reproduce, publish or otherwise use, and to authorize others to use, such work product.

10. NON-DISCRIMINATION

The CLIENT and UNIVERSITY agree to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

11. INSURANCE

The parties affirm that each maintains adequate and appropriate insurance coverage or an equivalent self-insurance program.

12. WAIVER

The failure of the UNIVERSITY to enforce any provision of this AGREEMENT shall not constitute a waiver by the UNIVERSITY of that or any other provision of this AGREEMENT.

13. KEY PERSONNEL/NOTICES

Communications concerning the work to be performed under this AGREEMENT shall be addressed to:

RARE CONTACT (Technical)
Megan Smith, Program Director
1209 University of Oregon
Eugene, OR 97403-1209
Phone: (541) 346-3881
smith@uoregon.edu

CLIENT CONTACT (Technical)
Angela Cosby
1997 Marine Drive
Astoria, OR 97103
Phone: (503) 298-2460
acosby@astoria.or.us

All notices under this AGREEMENT given by either party to the other shall be in writing and submitted to the following individuals, and shall become effective on delivery to the addressee, unless otherwise indicated. Amendments or other changes to this AGREEMENT will not be effective unless signed by the UNIVERSITY and CLIENT Contracting Officers or an authorized representative.

UNIVERSITY CONTACT (Administrative)
Post Award Team C
Sponsored Projects Services
5219 University of Oregon
Eugene, OR 97403-5219
Phone: (541) 346-5131
Fax: (541) 346-5138
sponsoredprojects@uoregon.edu

CLIENT CONTACT (Administrative)
Same as Technical

14. SEVERABILITY

The parties agree that if any term or provision of this AGREEMENT is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this AGREEMENT did not contain the particular term or provision held to be invalid.

15. FORCE MAJEURE

Neither party shall be held responsible for delay or default caused by strikes, fire, riots, acts of god, terrorist acts or other acts of sabotage, war, inability to obtain labor or materials or reasonable substitutes therefore, government restrictions, regulations, controls or any other causes obligated to perform where such cause was beyond the party's reasonable control. However, the party shall make reasonable efforts to remove or eliminate the cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this AGREEMENT.

16. EXECUTION AND COUNTERPARTS

This AGREEMENT may be executed in counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

17. ASSIGNMENT

Neither party shall assign or transfer this AGREEMENT or the rights granted under it in whole or in part, whether voluntarily or involuntarily, by operation of law or otherwise, without the express written consent of the other party, not to be unreasonably withheld.

18. THIRD PARTY BENEFICIARIES

Nothing in this AGREEMENT gives, or is intended to give or shall be construed to give any benefit or right to any third parties.

19. MERGER CLAUSE

THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF OREGON. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. EACH PARTY, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties have duly executed this agreement effective as of the effective date above.

CLIENT

UNIVERSITY

Signature _____

Signature  _____

Printed Name _____

Printed Name Analinda Camacho _____

Title _____

Title: Director, Sponsored Projects Services _____

Date _____

Date 8-13-15 _____

Tax I.D. 46-4727800