

Board of Commissioners

Robert Stevens - Chairman
Tim Hill – Vice-Chair
Thaddeus Fickel – Secretary
James Campbell – Treasurer
Dirk Rohne – Assistant Secretary/Treasurer

422 Gateway Ave, Suite 100
Astoria, OR 97103
Phone: (503) 741-3300
Fax: (503) 741-3345
www.portofastoria.com

Workshop Session

July 21, 2026 @ 4:00 PM
422 Gateway Ave, Suite 100, Astoria, OR*

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting by calling the Port of Astoria at (503) 741-3300.

*This meeting will also be accessible via Zoom. Please see page 2 for login instructions.

Workshop Session

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. CHANGES/ADDITIONS TO THE AGENDA
5. PUBLIC COMMENT

This is an opportunity to speak to the Commission for 3 minutes regarding any topic. In person, those wishing to speak must fill out a public comment form. Those participating via Zoom may raise their hands during the public comment period.

6. ADVISORY
 - a. First Reading, AN ORDINANCE ENACTING RULES AND REGULATIONS GOVERNING ENVIRONMENTAL PROTECTION, STORMWATER MANAGEMENT, AND TENANT HOUSEKEEPING AND NUISANCE ABATEMENT ON PORT PROPERTIES; ESTABLISHING ENFORCEMENT PROCEDURE AND PENALTIES FOR VIOLATION THEREOF AND REPEALING PRIOR ORDINANCES 3
 - b. City of Astoria – Right of Way 14
7. COMMISSION COMMENTS
8. EXECUTIVE DIRECTOR COMMENTS
9. UPCOMING MEETING DATES
 - a. Regular Meeting – August 4, 2026, at 4:00 PM
 - b. Workshop Session – August 18, 2026, at 4:00 PM
10. ADJOURN

Please Note:

Agenda packets are available online at:

<https://www.portofastoria.com/CommissionMeetings/AgendaMinutes.aspx>

Please allow time for the normal posting procedure for agendas and meeting packets.



Board of Commissioners

HOW TO JOIN THE ZOOM MEETING:

Online: Direct link: <https://us02web.zoom.us/j/86905881635?pwd=amhtTTBFcE9NUElxNy9hYTZFPQTizQT09>
Or go to [Zoom.us/join](https://zoom.us/join) and enter Meeting ID: 869 0588 1635, Passcode: 422

Dial In: (669) 900-6833, Meeting ID: 869 0588 1635, Passcode: 422

This meeting is accessible to persons with disabilities or persons who wish to attend but do not have computer access or cell phone access. If you require special accommodations, please contact the Port of Astoria at least 48 hours prior to the meeting by calling [\(503\) 741-3300](tel:5037413300) or via email at admin@portofastoria.com.

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Port of Astoria

COMMISSION MEETING

<u>BRIEFING DATE/TIME:</u>	July 21, 2026	
<u>DEPARTMENT:</u>	Environmental	
<u>STAFF CONTACT:</u>	Stacy Bandy	
<u>TOPIC:</u>	Environmental Rules and Regulations Ordinance	
<u>PURPOSE:</u>	X	Information only
<i>Check all that apply</i>		Decision needed
		Follow up from previous briefing
<u>BACKGROUND & OVERVIEW OF SURROUNDING ISSUES:</u>		
The Port's existing ordinances governing environmental compliance and conduct on Port properties are outdated and no longer adequately reflect the Port's current operations, regulatory requirements, or modern environmental management practices. The proposed ordinance establishes a clear, comprehensive, and consistent Port-wide framework for enforcing environmental standards, housekeeping requirements, and nuisance-behavior controls for all Port users. Key updates in the new ordinance include, but are not limited to the following: • Clear environmental compliance expectations aligned with federal, state, and local regulatory requirements. • Standardized housekeeping and waste-management requirements for leased and common areas. • Defined responsibilities for tenants, contractors and Port staff. • Authority for designated Port staff to issue Notices of Violation and assess penalties.		
<u>DOCUMENTS ATTACHED:</u>		
Ordinance 2026-01		
<u>SUMMARY & FINANCIAL IMPACT:</u>		
Financial impacts are expected to be minimal. Clear rules and defined enforcement procedures are anticipated to reduce long-term costs associated with environmental issues, property damage, nuisance complaints, and regulatory enforcement actions.		
<u>NEXT STEPS/TIMEFRAME:</u> <i>Based on the Commission's recommendation, describe the next steps required in order to bring this item to conclusion. Include the time frame for each step.</i>		
First reading: July 21, 2026 Second reading: August 04, 2026		



Port of Astoria

COMMISSION MEETING

September 03, 2026 – Adoption (30 days after second reading)

STAFF RECOMMENDATION:

July 21, 2026 - Review of the ordinance over the next two weeks; provide suggested revisions to staff for inclusion in August 04, 2026, Commission Packet for Approval.

August 04, 2026 - Adopt the Ordinance 2026-01 for the Environmental Rules and Regulations

ORDINANCE NO. 2026-01

ADOPTED _____, 2026

AN ORDINANCE ENACTING RULES AND REGULATIONS GOVERNING ENVIRONMENTAL PROTECTION, STORMWATER MANAGEMENT, AND TENANT HOUSEKEEPING AND NUISANCE ABATEMENT ON PORT PROPERTIES; ESTABLISHING ENFORCEMENT PROCEDURES AND PENALTIES FOR VIOLATION THEREOF, AND REPEALING PRIOR ORDINANCES

WHEREAS, the Port of Astoria (“Port”) owns various parcels of real property, including certain common areas that are available for general use (collectively, “Port Properties”); and

WHEREAS, the Port leases certain Port Properties to various individuals and businesses (“Tenants”); and

WHEREAS, activities conducted on Port Properties have the potential to impact stormwater, surface waters, groundwater, sediments, air quality, and neighboring properties if not properly managed; and

WHEREAS, the federal Clean Water Act (33 U.S.C. § 1251 et seq.), and Oregon Revised Statutes (“ORS”) chapters 468 and 468B, as administered and enforced by the Oregon Department of Environmental Quality (“DEQ”), including National Pollutant Discharge Elimination System (NPDES) permits issued pursuant to Oregon Administrative Rules (“OAR” chapter 340, divisions 41 and 45), regulate the discharge of pollutants and require implementation of Best Management Practices (BMPs) to protect waters of the state; and the Port has obligations under such laws and permits to take reasonable measures within its authority to prevent unauthorized discharges and manage stormwater associated with activities occurring on Port Properties; and

WHEREAS, it is in the public interest to adopt uniform standards governing environmental compliance, stormwater management, tenant housekeeping and nuisance prevention on Port Properties;

WHEREAS, pursuant to the authority granted in ORS 777.190, the Port seeks to establish Rules and Regulations (“Regulations”) to ensure the appropriate use and cleanliness of Port Properties by all Tenants, other users, and visitors to Port Properties, and to establish penalties for violations of such Regulations.

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE PORT OF ASTORIA ORDAINS AS FOLLOWS:

GENERAL PROVISIONS

Title. This Ordinance shall be called the “Port of Astoria Environmental Rules and Regulations.”

Purpose and Scope. The purpose of this Ordinance is to establish a uniform framework of Regulations governing activities and conditions on Port Properties to protect public health and safety and prevent pollution and environmental harm.

Application. This Ordinance shall apply to all Persons using Port Properties, and unless pre-empted by state or federal law, shall be in addition to, and not in contradiction of, any other law, rule, Port policy or ordinance, lease or other agreement.

Effect on Other Requirements. This Ordinance is in addition to, and intended to be consistent with, all other Port ordinances, permits, leases, licenses, contracts, and other Port requirements. Where more than one Port requirement applies to the same activity, condition, discharge, release, or operation on Port property, the more restrictive requirement shall control. Compliance with this Ordinance does not limit or waive any right, remedy, or enforcement authority available to the Port.

Severability. If any section or part of this Ordinance is found to be inconsistent with any state or federal law or regulation, such section or part shall be superseded by such law or regulation without invalidating the remainder of this Ordinance. Nothing in this Ordinance shall be construed as a limitation of any rights, privileges, or remedies previously existing under any applicable law, nor as a limitation of the powers and authorities of the Port.

Repeal. The following ordinances are hereby repealed:

- ORDINANCE NO 8 (1912), Prohibiting throwing, placing, or leaving any dead animal or putrefying (sic) matter in any of the waters of the Port of Astoria;
- ORDINANCE NO 9 (1912), Prohibiting Placing of any Rubbish, Refuse Matters, or Articles of an offensive Character upon any Wharf or Dock Within Limits of the Port of Astoria;
- ORDINANCE NO 10 (1912), Prohibiting dumping or depositing of any articles which may tend to obstruct the flow of navigation of the waters of the Port of Astoria;

PART 1 DEFINITIONS

Unless otherwise expressly stated or required by context, the following definitions shall apply to this Ordinance. The use of any gender shall include all genders; the singular shall include the plural and the plural shall include the singular; and the provisions of this Ordinance shall apply to individuals, partnerships, associations, and corporations alike.

- 1.1 Active Use.** The period during which materials or equipment are being physically handled, accessed, moved, processed, loaded, unloaded, or otherwise used as part of ongoing operations.
- 1.2 Authorized Person.** Any individual designated by the Executive Director to carry out responsibilities under this Ordinance, including but not limited to the Deputy Director, Boatyard Manager, Environmental Compliance and Permits Manager, Terminal Manager, Marina Manager, Airport Manager, Port Authority Officer, or designee.
- 1.3 Best Management Practices (BMPs).** Schedules of activities, prohibited practices, maintenance procedures, and structural, operational, or source-control measures used to prevent or reduce the discharge of pollutants.
- 1.4 Executive Director.** The person duly appointed by the Commission of the Port of Astoria as the chief executive officer for the Port. Unless otherwise expressly stated herein, any power granted or duty assigned to the Executive Director under this Ordinance may be exercised by any Authorized Person.
- 1.5 Litter.** Any and all types of debris and substances, whether liquid or solid or a combination thereof, including but not limited to garbage, refuse, rubbish, glass, cans, bottles, paper and paper products, wrappings, decayed wood, sawdust, shavings, bark, cement, lime, cinders, ashes, offal, oil, tar, dyestuffs, acids, chemicals, dead animals or fish carcasses or parts thereof, manure, human or animal wastes, putrid, decaying or deleterious substances or matter, petroleum wastes, or any machinery, appliances or automobiles or parts thereof, and any food, food scraps, or edible materials placed or discarded in a manner that may attract wildlife or pests, or any other substances which may render Port Properties, noxious, or otherwise unwholesome or to the detriment of the public health and welfare.
- 1.6 Nuisance Condition.** Shall mean any accumulation or runoff of garbage, waste, or other material that does or is reasonably likely to attract insects, rodents, birds or other animals, and/ or create an unsightly, foul-smelling, or environmentally hazardous condition.
- 1.7 Peace Officer.** Shall include the Clatsop County Sheriff; the Oregon State Police; the City of Astoria Police; the Port Authority; the Port's Executive Director; the Port's Deputy Director; or any Port staff member duly authorized by the Port's Executive Director or Deputy Executive Director.
- 1.8 Person.** Any individual, partnership, corporation, association or other form of legal entity, including but not limited to Tenants.
- 1.9 Port.** The Port of Astoria.
- 1.10 Port Commission or Board of Commissioners.** The governing body of the Port of Astoria.
- 1.11 Port Properties.** All real properties and facilities owned, operated, or controlled by the Port of Astoria.

- 1.12 Responsible Person.** Shall include any tenant, employee or representative of a tenant, visitor or invitee, or contractor located or doing business on Port Properties.
- 1.13 Seafood Product.** Fish of all types and species; clams, shrimp, crab and shellfish of all types and species; and all other seafood, or seafood products, whether intended for animal or human consumption.
- 1.14 Sewage.** Water, chemical, or other liquid carried human or animal wastes from Vessels, Vehicles, trailers, residences, buildings, industrial or commercial establishments or other places with such ground water infiltration and surface water as may be present.
- 1.15 Shall and May.** “Shall” is mandatory. “May” is permissive.
- 1.16 Tenant.** Shall mean any Person leasing property from the Port.

PART 2 RULES AND REGULATIONS RELATING TO USE OF PROPERTIES

- 2.1 Compliance with Regulations, Laws, Safety Standards.** Any Person using Port Properties shall obey all applicable regulations and laws and comply with generally accepted safety standards and requirements. Notwithstanding the provisions of this Ordinance, the Port retains the right to immediately prevent, restrict, or suspend any activity deemed by authorized Port staff to be hazardous to any person, Port facility or operation.
- 2.2 Combustible and Flammable Materials/Waste Oil.**
- A. Combustible and flammable materials shall be stored, handled, and maintained in a place and manner as to prevent accidental ignition, combustion, or fire, including storage in approved containers where required. Rags and waste materials saturated with combustible or flammable fluids shall be placed in covered, non-combustible containers designed for such materials and shall be removed from Port Properties at reasonable intervals in accordance with applicable environmental regulations.
 - B. No Person shall dump, discharge, or pump, or allow to be dumped, discharged, or pumped, any oil, spirits, gasoline, distillate, any petroleum products, or any other combustible or flammable materials onto any part of the Properties, or into any public sewer or drainage system.
 - C. No combustible or flammable materials or waste oil shall be stored on Port Properties without the Port’s express written consent and with applicable BMPs and in compliance with applicable federal, state, and local regulations.

2.3 Waste/Litter/Sewage Disposal.

- A. No Person shall throw, place, leave, deposit, or abandon, or cause or permit to be thrown, placed, left, deposited or abandoned, any industrial waste, Seafood Product, Litter, or Sewage on any Port Properties except in receptacle areas designated by the Port for the disposal of such materials or substances.
- B. Waste, Litter, Sewage, Seafood Products, and other refuse or debris generated from activities conducted on Port Properties shall be removed from Port Properties or deposited in appropriate containers provided for this purpose. Port-provided containers may be used only for waste generated on Port Properties. No Person shall place household garbage, personal waste, off-site commercial waste, or any other materials not generated from activities on Port Properties into any waste receptacle on Port property.
- C. Waste shall not be permitted to accumulate in a manner that creates or contributes to an environmental risk or Nuisance Condition.
- D. No person except the Port's contracted waste collection service shall remove any Waste, Litter, Sewage, Seafood Products, or other refuse or debris placed out for collection, resource recovery, or recycling without the Port's express written consent.

2.4 Feeding of Wildlife Prohibited. No Person shall intentionally feed or attempt to feed birds, waterfowl, gulls, or other wildlife, or place, distribute, or scatter any food, food scraps, garbage, seafood waste, or other attractants on Port Properties that is reasonably likely to attract such wildlife.

2.5 Fish Processing. No Person shall clean or process Seafood Products on Port Properties except in facilities and with equipment specifically designated and posted for that purpose.

2.6 Walkways, Steps and Stairways. All walkways, steps, and stairways shall be kept clear of Litter and other debris at all times.

2.7 Repair Work. Welding, metal cutting and/or fabrication, sandblasting or spray painting are prohibited on Port Properties without the express written permission of authorized Port staff, and may occur only in designated areas with adequate containment and controls.

2.8 Spill Prevention and Response.

- A. All Persons shall take reasonable measures to prevent spills of oil, fuel, chemicals, or other hazardous or nuisance substances, including proper storage, secondary containment, and equipment maintenance.
- B. Spills shall be immediately contained and cleaned up by the Responsible Person, who shall immediately initiate the response procedures outlined in the current Port Spill Prevention and Response Plan (SPRP).
- C. Spills shall be reported to an Authorized Person at the Port immediately, and to all federal, state, and local agencies as required by law. Such notification does not

relieve any Person of the obligation to comply with applicable legal reporting requirements.

2.9 General Housekeeping and Property Maintenance Standards.

- A. All Persons shall maintain leaseholds and work areas in a clean and orderly condition to prevent pollution, fire hazards, and nuisance conditions.
- B. Solid waste, recyclables, and other materials shall be stored, handled, and disposed of in appropriate containers with lids closed when not in Active Use in accordance with applicable federal, state, and local laws.
- C. All materials, supplies, and equipment shall be stored in a manner that minimized the risk of spills, leaks, wind dispersal, or contact with stormwater, and shall not obstruct drainage, access ways, or emergency response.
- D. Tenants shall implement basic good housekeeping practices and Best Management Practices appropriate to their operations, including routine cleaning, prompt spill response, and regular inspection of work areas, storage areas, and waste containers.
- E. Tenants and operators shall ensure their employees receive stormwater awareness training, including spill prevention and response procedures.

2.10 Air Emissions and Dust. Activities generating dust, fumes, and emissions shall be conducted using reasonable controls to minimize off-site impacts and comply with applicable air quality permits.

2.11 Noise. Users shall not create unreasonable noise that interferes with Port operations or neighboring properties.

2.12 Inspection and Access. Consistent with lease terms and applicable laws, the Port may conduct inspections of Port Properties at reasonable times to assess compliance with these Rules.

2.13 Discharges and Illicit Releases.

- A. No Person shall cause, allow, or contribute to any discharge of pollutants, including but not limited to, wash water, process water, wastewater, grey water, or any other liquids to stormwater, surface waters, groundwater, drainage systems, or Port infrastructure, except as authorized by an applicable permit or expressly approved by the Port in writing.
- B. No Person shall make or allow any connection or conveyance to Port water, sewer, or storm infrastructure above or below ground without proper written approval of the Port.

2.14 Washing and Cleaning Activities.

- A. The use of soaps, detergents, degreasers, solvents, or any other cleaning agents to wash vehicles, vessels, aircraft, equipment, or facilities on Port Properties is prohibited unless washing occurs in a Port-approved wash area and wash water is

fully contained and discharged to an approved sanitary sewer or treatment system in compliance with applicable permits.

- B. Pressure washing or surface cleaning that generates wash water is prohibited unless explicitly approved by the Port and implemented consistent with applicable Best Management Practices.

2.15 Vessel Discharges.

- A. No Person shall discharge or allow the discharge of pollutants, including but not limited to, wash water, process water, wastewater, sewage, graywater, bilge water, seafood holding tank water, or any pollutants from any vessel into waters of the state or onto Port Properties.
- B. All vessel sewage shall be disposed of at approved pump-out facilities.

2.16 Material Management.

- A. Garbage and waste containers shall be kept covered at all times except when in Active Use.
- B. When not in Active Use, outdoor material storage (including stockpiles, raw materials, and equipment) shall be covered, protected, or otherwise managed to prevent stormwater contact.
- C. Any container used for storing seafood products or seafood processing by-products shall be equipped with a reasonably airtight cover that can be latched or sealed so that it cannot be easily dislodged by animals, wind, or passersby. Outdoor totes for live seafood are not required to be airtight or latched however, they may be cleaned only in the 900J areas and stored upside-down when not in Active Use.

2.17 Fueling and Liquid Transfers.

- A. Fueling and liquid transfer operations shall be attended at all times and conducted using spill prevention practices.
- B. Hoses, nozzles, caps, plugs, fittings, and all associated containers shall be maintained to prevent leaks.
- C. Spill response materials appropriate to the operation shall be readily available.

PART 3 ENFORCEMENT AND PENALTIES

3.1 Authorized Person. The Executive Director or any Authorized Person or Peace Officer may enforce the provisions of this Ordinance, orally or in writing, in accordance with ORS 777.190.

3.2 Corrective Action; Liability for Costs. Any Person determined to be in violation of this Ordinance shall undertake immediate corrective action to correct the condition giving rise to the violation. If such Person fails to correct such condition within a reasonable time as directed, the Port may undertake such corrective action and charge the cost thereof to such Person.

3.3 Enforcement; Removal. Any Authorized Person may obtain the assistance of a Peace Officer in enforcing this Ordinance. If necessary to immediately address a nuisance condition, either the Authorized Person or Peace Officer may direct any Person in violation of this Ordinance to leave Port premises for a period of time determined by the Port or such law enforcement officer, or by a court of law.

3.4 Penalties. Pursuant to ORS 777.990 any Person violating this Ordinance commits a Class A misdemeanor. Maximum Fines shall be as follows:

3.4.1 For an individual:

- A. First Offense: \$1,000 per violation
- B. Subsequent offenses: \$3,000 per violation

3.4.2 For a business:

- A. First offense: \$3,000 per violation
- B. Subsequent offenses: \$5,000 per violation

3.4.3 A separate penalty may be assessed for each day or portion thereof that the violation continues.

3.5 Penalties Cumulative. The penalties set forth in this Section are cumulative. The assessment of one penalty shall not preclude the assessment of a different penalty or penalties for a single violation, or for multiple violations by a single Person.

3.6 Enforcement Procedure. Any Authorized Person may issue a written Notice of Violation by hand-delivery or by certified mail addressed to the Responsible Person. The Notice shall describe the nature of the violation, cite to the specific regulation(s) being violated; the penalty for the violation; the date by which compliance is required; and the process for appeal of the violation being charged. Unless timely appealed, the Notice of Violation shall serve as an order to comply as stated in the Notice.

3.7 Appeals.

- A. Right to Appeal. Any Person issued a Notice of Violation under this Ordinance may appeal the Port's determination.
- B. Appeal Procedure. A written appeal shall be submitted in the manner stated on the Notice of Violation.
- C. Review of Appeal. Within thirty (30) days of receipt of a written appeal, the Port shall review the appeal and issue a written decision affirming, modifying, or dismissing the Notice of Violation and any associated penalty.
- D. Finality. If an appeal is not submitted in the time and manner required, the order comprising the Notice of Violation shall be final.

FIRST READING: _____

SECOND READING: _____

ADOPTED THIS ____ day of _____ 2026, BY THE FOLLOWING VOTE:

AYES:

NAYS:

ABSENT:

Signed: _____

Commission Chair

Attest: _____

Secretary

**CITY OF ASTORIA
CITY RIGHT-OF-WAY PARKING LICENSE AGREEMENT**

(Industry Street Parking Area)

THIS CITY RIGHT-OF-WAY PARKING LICENSE AGREEMENT ("Agreement") is made and entered into by and between the **City of Astoria, Oregon**, an Oregon municipal corporation ("City"), and **Clatsop Behavioral Healthcare**, an Oregon nonprofit corporation ("Licensee" or "CBH").

WHEREAS, the City owns and controls portions of the public right-of-way located within the Industry Street parking area adjacent to Port of Astoria property, as generally depicted on **Exhibit A** ("Parking Area"); and

WHEREAS, Clatsop Behavioral Healthcare operates a behavioral health facility serving the Astoria community and requires parking for fleet vehicles supporting its operations; and

WHEREAS, the City desires to authorize the use of the Parking Area for CBH fleet vehicle parking while retaining its authority to manage, improve, and redesignate parking spaces within the public right-of-way as necessary; and

WHEREAS, the parties desire to establish the terms and conditions governing the use of the Parking Area;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. PREMISES

The City grants CBH a revocable, non-exclusive license to use eight (8) designated parking spaces located within the City-controlled public right-of-way depicted on Exhibit A, attached hereto and incorporated herein by this reference (the "Parking Area").

2. TERM

This Agreement shall commence upon execution by both parties and shall continue until terminated pursuant to this Agreement. The parties intend this Agreement to provide for ongoing parking within the City-owned right-of-way regardless of future restriping or reconfiguration of the Parking Area.

3. LICENSE FEE

CBH shall pay the City \$600 per parking space annually for eight (8) parking spaces licensed parking spaces authorized under the Agreement, for a total annual license fee of \$4,800, payable within thirty (30) days after receipt of the City's invoice.

4. PERMITTED USE

Parking is limited to CBH fleet vehicles and vehicles operated by CBH employees

conducting official CBH business. No trailers, storage, abandoned vehicles, or unrelated parking is permitted. Licensee shall not assign or sublicense the licensed parking spaces without the City's prior written consent.

5. SPACE ASSIGNMENT

The initial eight (8) parking spaces shall be located within the Parking Area identified on Exhibit A. If the parking lot is restriped, reconfigured, or otherwise modified, the City may redesignate substantially equivalent parking spaces within the City-owned right-of-way without amendment to this Agreement. The City shall consult with Licensee prior to redesignating the licensed parking spaces whenever reasonably practicable.

6. IDENTIFICATION

Authorized spaces may be identified through signage, parking permits, windshield placards, maps, pavement markings, or other administrative methods determined by the City after consultation with the Port of Astoria and CBH.

7. CITY RESPONSIBILITIES

The City shall maintain the Parking Area in a reasonably safe condition consistent with its existing use and retains authority over management and configuration of the public right-of-way.

8. LICENSEE RESPONSIBILITIES

CBH shall administer authorized vehicles internally, ensure only approved vehicles occupy the licensed spaces, promptly remove disabled vehicles, and comply with all posted regulations.

9. NO GUARANTEE OF SPECIFIC PARKING SPACES

Licensee acknowledges that this Agreement authorizes the use of eight (8) parking spaces within the Parking Area depicted on Exhibit A. Nothing herein guarantees the continued availability of any specific individual parking space, provided the City continues to make eight (8) substantially equivalent parking spaces available within the Parking Area.

10. FUTURE IMPROVEMENTS

The parties acknowledge that the Parking Area may undergo future restriping, circulation modifications, or capital improvements. The City retains the authority to designate, relocate, redesignate, renumber, or reconfigure the eight (8) licensed parking spaces within the Parking Area upon reasonable notice to Licensee. The parties agree to cooperate in good faith to minimize operational impacts associated with such improvements, provided the City continues to make eight (8) substantially equivalent parking spaces available within the Parking Area.

11. PORT COORDINATION

This Agreement applies solely to parking within the City-owned public right-of-way depicted on Exhibit A and grants no rights in Port-owned property. Nothing herein conveys any ownership interest or management authority over Port-owned property.

The City may coordinate operational matters with the Port regarding circulation, signage, maintenance, or parking management.

12. CITY RIGHT-OF-WAY

Exhibit A identifies the City-owned public right-of-way ("Parking Area") subject to this Agreement. Nothing in this Agreement conveys any ownership interest, leasehold, or exclusive right to the Parking Area. The City retains exclusive authority to manage, reserve, lease, improve, and otherwise regulate the Parking Area, including the authority to designate, relocate, redesignate, renumber, or reconfigure the eight (8) licensed parking spaces within the Parking Area as the City determines appropriate.

13. INSURANCE

CBH shall maintain commercially reasonable insurance applicable to its operations and provide a Certificate of Insurance upon request.

14. LIABILITY

Each party shall be responsible for its own acts and omissions to the extent provided by law.

15. NO PROPERTY INTEREST

This Agreement creates a revocable license only and conveys no leasehold or other real property interest.

16. OPERATIONAL COORDINATION

The City, CBH, and the Port may periodically meet to discuss operational issues and future parking improvements.

17. TERMINATION

Either party may terminate this Agreement upon thirty (30) days' written notice. The City may immediately suspend or terminate use if necessary to protect public health, safety, or the public right-of-way.

18. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Oregon.

19. NOTICE

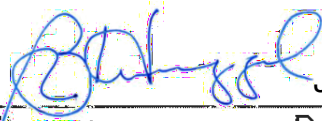
- City of Astoria: Finance Director, 1095 Duane Street, Astoria, OR 97103.
- Clatsop Behavioral Healthcare: Executive Director, or successor designated in writing.

20. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties regarding the licensed parking area and may be amended only by a written instrument executed by both parties.

Approved as to form:

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

BY:  July 14, 2026
City Attorney Date

BY:  7/17/2026
City Manager Date

CLATSOP BEHAVIORAL HEALTHCARE

By: 
Authorized Representative

Date: 7.14.26

EXHIBIT A

City Right-of-Way Parking Area

Exhibit A identifies the City-owned public right-of-way ("Parking Area") subject to this Agreement. Licensee is authorized to use eight (8) designated parking spaces within the Parking Area. Nothing depicted on Exhibit A establishes a permanent location for any individual parking space. The City retains the exclusive authority to designate, relocate, redesignate, renumber, or reconfigure the licensed parking spaces anywhere within the Parking Area without amendment to this Agreement.



Industry St. Tax Lots



 **Disclaimer:** This map and data are not authoritative and were not prepared for legal, engineering, or survey purposes. The data are provided for exclusive use in support of Port of Astoria business. Source data were reviewed for accuracy, but errors may exist. THIS MAP AND DATA ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The Port of Astoria assumes no responsibility for the use of this information, nor any inaccuracies contained within.