



AGENDA

ASTORIA DEVELOPMENT COMMISSION

February 20, 2018
Immediately Follows Council Meeting

1. CALL TO ORDER

2. ROLL CALL

3. REPORTS OF COMMISSIONERS

4. CHANGES TO AGENDA

5. CONSENT CALENDAR

The items on the Consent Calendar are considered routine and will be adopted by one motion unless a member of the Astoria Development Commission 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) ADC Minutes June 19, 2017

6. REGULAR AGENDA ITEMS

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

a) Lease Agreement with Lower Columbia Q Center's Astoria Pride Block Party 2018

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


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



CITY OF ASTORIA

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MEMORANDUM • CITY MANAGER

DATE: FEBRUARY 15, 2018
TO: ASTORIA DEVELOPMENT COMMISSION
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: ASTORIA DEVELOPMENT COMMISSION MEETING OF FEBRUARY 20, 2018

CONSENT CALENDAR

Item 5(a): ADC Minutes

The minutes of the ADC meeting of June 19, 2017 are enclosed for your review. Unless there are any corrections, it is recommended that the ADC approve these minutes.

REGULAR AGENDA ITEMS

Item 5(b): Lease Agreement with the Q Center's Astoria Pride Festival

The 3rd Annual PRIDE Festival is scheduled for June 9, 2018. The Q Center has requested a short term lease of ADC owned property adjacent to the Barbey Center to hold the festival. The Q Center has an agreement from Columbia Memorial Hospital to accommodate off street parking. The lease agreement has been approved as to form by the City Attorney.

It is recommended the Astoria Development Commission approve the lease agreement for \$1.

A regular meeting of the Astoria Development Commission was held at the above place at the hour of 9:05 pm.

Commissioners Present: Price, Jones, Brownson, Nemlowill, and Mayor LaMear

Commissioners Excused: None

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

REPORTS OF COMMISSIONERS:

No reports.

CHANGES TO AGENDA:

No changes.

REGULAR AGENDA ITEMS:**Item 5(a): Bond Street Retaining Wall Project Update (Public Works)**

Because of a landslide in 2007, Bond Street has been closed to two-way traffic. Only one westbound lane of traffic is allowed limiting east west traffic to Marine Drive. The Public Works Department commissioned a geotechnical analysis completed in August 2015 to study the feasibility of adding a retaining wall that would allow the roadway to be restored to two-way traffic. The results of the study concluded that a wall could be built under the right conditions. Based on the results, the Public Works Department prepared an "order of magnitude" cost estimate of \$395,000 to construct a retaining wall, repair Bond Street for two-way traffic, and include low cost traffic calming measures.

The Astoria Development Commission (ADC) has completed a boundary expansion of the Astor West Urban Renewal District (AWURD), which includes the Bond Street right-of-way. The expansion was targeted to achieve the reopening of Bond Street to two-way traffic.

Based on discussions with Cornforth Consulting (our geotechnical team), local geologist Tom Horning, and our City team there is a general consensus that the City should not risk doing the project this summer/fall. With only June and July (2 months) available for drying of the slide mass and the corresponding high water table, the conditions are not favorable for completing the work without imposing undue risk. Staff plans to continue with plan development and working with the neighborhood on a traffic calming strategy in order to be ready for next year's construction window. Staff will also continue monitoring the conditions of the slide.

Staff will place the project bidding process on hold and bid the project in spring of 2018 in preparation for the 2018 August – October construction window pending a favorable review of the geologic conditions at that time.

City Engineer Harrington updated the Commission on efforts to build a retaining wall on Bond Street, which was included in the Agenda Packet.

City Manager Estes added that Staff planned to make a public presentation at a City Council meeting because the project was of great interest to the community.

Commissioner Jones asked if the recent excessive rainfall had created other areas of concern in the city. Engineer Harrington said Astoria has been very fortunate because there have many landslides this year in Oregon and Washington. Astoria is very resilient because the City makes adjustments every time there is a lot of rainfall. Recent road improvements capture water and keep it out of the ground and drains installed during CSO projects collect water from the trenches. Also, the budget for tree maintenance was just increased.

Commissioner Price said the incline at 3rd and Bond resulted in poor sight lines and asked if Public Works planned to make any changes at that intersection this year.

Engineer Harrington said Staff had met with neighborhood groups and is considering solutions. Staff would need to meet with affected property owners before moving forward.

NEW BUSINESS, MISCELLANEOUS, PUBLIC COMMENTS:

There were none.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 9:11 pm.

ATTEST:

APPROVED:

Secretary

City Manager



CITY OF ASTORIA

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MEMORANDUM

DATE: FEBRUARY 7, 2018
TO: ASTORIA DEVELOPMENT COMMISSION
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: LEASE AGREEMENT WITH Q CENTER FOR THE 3RD ANNUAL PRIDE FESTIVAL

DISCUSSION/ANALYSIS

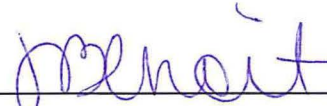
The 3rd Annual PRIDE Festival is proposed to be held on Saturday, June 9, 2018. This event includes activities such as a vending of food and drinks, live music, and community information booths. The Astoria Development Commission (ADC) owns land east of the historic train depot where the current Barbey Center is located. This is the same property that the Astoria Downtown Historic District Association has used for the annual Brew Cup Festival. Attached to this memorandum is a letter from Q Center Chair, Marco Davis, which requests use of the ADC owned property. As stated in the attached letter, the event is free and open to the public.

The time frame for the lease would be for three days, beginning Friday, June 8, 2018 for setup, June 9 is the day of the festival, and ending Sunday, June 10, 2018 for breakdown. Electricity will be coordinated through Pacific Power and provided by an existing service charged to the event coordinators. Restrooms will also be provided. Representatives of the PRIDE Festival have coordinated with the Columbia River Maritime Museum on this event.

In the past, ADC leased the site for \$1.00 and that amount is once again proposed for this use. The PRIDE Festival activities provide an opportunity to bring a free event to our community that celebrates diversity. The Q Center will provide liability insurance. Also attached to this memo is a lease agreement which City Attorney Blair Henningsgaard has reviewed and approved as to form.

RECOMMENDATION

It is recommended that the Development Commission consider the Lease Agreement with the Q Center for the 3rd Annual PRIDE Festival for a total sum of \$1.00.

By:  _____

Jennifer Benoit,
Executive Assistant to the City Manager

LEASE AGREEMENT
FOR PUBLIC PROPERTY LOCATED AT 250- 21st STREET
PERMISSION TO USE PUBLIC SPACE AND PERMITS

PARTIES: This Agreement is entered into between the ASTORIA DEVELOPMENT COMMISSION, hereinafter referred to as ADC,

And LOWER COLUMBIA Q CENTER, for purposes of holding the 3rd Annual PRIDE Festival, hereinafter referred to as Q CENTER.

PROPERTY TO BE LEASED: 250 – 21st Street, consisting of Tax Map T8N, R9W, Section 8DA, Tax Lot 203, hereinafter referred to as Property.

WHEREAS:

- A Q CENTER desires to lease space from the ADC to provide a central location for event activities including, but not limited to, the placement of tents, preparation of food and beverage, and other activities associated with the PRIDE Festival for use and enjoyment by patrons of downtown businesses and all citizens of Astoria, and
- B. Assisting Q CENTER in securing a central community gathering place will provide economic and community development benefits to the public, and will also enhance the ability of ADC to attract consumers and tourists, and
- C. The use of the Property owned by the ADC can be enhanced through a lease to Q CENTER.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, and for other good and valuable consideration, it is agreed between the Parties as follows:

1. LEASE PERIOD AND LEASE PAYMENT: The lease from the ADC to Q CENTER shall run from June 8 , 2018 through June 10, 2018 at a lease amount of \$1.00 for the entire length of the lease.
2. ADC'S REPRESENTATIVE: For purposes hereof, the ADC'S authorized representative will be Brett Estes, City Manager, City of Astoria, 1095 Duane Street, Astoria, Oregon, 97103, (503) 325-5824, bestes@astoria.or.us.
3. Q CENTER'S REPRESENTATIVE: For purposes hereof, Q CENTER'S authorized representative will be Marco Davis, P.O. Box 444, Astoria, Oregon, 97103, marcogerarddavis@gmail.com.

4. **SCHEDULED USE:** ADC grants Q CENTER the exclusive use of Property for the purpose of providing an activity area from noon to 10:00 p.m. Saturday, June 9, 2018, and for set-up on Friday, June 8, 2018 and breakdown on June 10, 2018 (changes must be negotiated between the Parties).
5. **PERMITS:** This Agreement constitutes a permit for sound amplification from noon to 10:00 p.m. on Saturday, June 9, 2018
6. **OLCC LICENSE:** Q CENTER will need to abide by all conditions of any temporary liquor license issued to it by OLCC.
7. **PROHIBITED USES:** No religious symbols or presentations may be used or presented by Q CENTER, or during any sponsored activities, on the Property during the term of the lease.
8. **CONDITION OF PROPERTY:** Q CENTER shall be responsible for all trash removal related to their use of the Property during the lease times and period, and any costs associated with cleaning the Property at the conclusion of any daily use. Q CENTER agrees to make an effort to provide recycling opportunities for glass, plastic and metal beverage containers. Q CENTER further agrees to keep the Property in as good or better condition than it was at the commencement of this lease.
9. **DAMAGES AND CLEAN-UP COSTS:** If there is damage to the Property or clean-up costs related to the use under this Lease, Q CENTER shall pay these damages or costs. Failure to pay said amounts will result in subsequent collection actions, and also will be grounds for termination under Section 12.
10. **SPECIFIC ISSUES:**
 - A. No liquid or other wastes are to be dumped down storm drains.
 - B. Electrical hookup and water hose use must be coordinated with Pacific Power, or alternatively, with the Columbia River Maritime Museum.
 - C. Q CENTER is allowed to place temporary signs that must be removed at the conclusion of the lease agreement.
 - 1) All signage is limited to announcing Q CENTER'S PRIDE Festival location and/or hours of operation and activities, and for parking control.
 - 2) All signage must comply with City sign codes and the Manual of Uniform Traffic Control Devices.
 - 3) Q CENTER shall insure that public sidewalks are not encumbered

and the free passage of pedestrians on sidewalks is not impeded.

- E. Q CENTER will provide sufficient portable toilets, trash receptacles and trash collection services to accommodate need, recycling containers and cleanup for each event.
 - F. The Q CENTER will comply with Astoria Code 5.025(11) governing amplified sound.
11. **INSURANCE:** Q CENTER shall maintain casualty insurance for damages to the Property and liability insurance in amounts not less than the limitations on liability for local public bodies provided in ORS 30.272 and ORS 30.273. Q CENTER shall provide ADC a Certificate of Insurance naming the City of Astoria and the ADC as additionally insureds.
 12. **TERMINATION:** Notwithstanding that this Agreement contemplates a 5-day period, this lease may be terminated by the ADC at any time should the Q CENTER fail to comply with any of the provisions of this agreement. Termination shall be made either in writing by hand delivery or by email to Q CENTER'S authorized representative not less than 12 hours prior to the date and hour of termination. Termination will not result in a refund by the ADC to Q CENTER for any monies paid.
 13. **NON-ASSIGNABILITY:** This Agreement is personal to Q CENTER and the ADC relies on Q CENTER to comply with and to receive the benefits of this Agreement.
 14. **COMPLIANCE WITH APPLICABLE LAWS:** Q CENTER shall comply with all applicable City, State and Federal laws and regulations, including, but not limited to, license requirements.
 15. **LICENSES:** Any vendor using the Property during the lease agreement shall have on file with City a valid Occupational Tax License.
 16. **SUPERVISION OF PARTICIPANTS:** Q CENTER agrees to exercise exclusive control and supervision over its members, Q CENTER sponsored activities and organizations, and persons or businesses that sell products on the Property at the time specified for Q CENTER occupancy of the premises. Q CENTER will publish rules and expectations for these participants.
 17. **HOLD HARMLESS:** Q CENTER and its successors and assigns shall completely protect and save, defend and hold harmless the ADC, and its officers, agents and employees, from any liability or obligation of any kind or nature whatsoever arising from injury or injuries, including death, to any person or persons, or damage to any property, real or personal, suffered or alleged to have been suffered all or in part by any person or property arising out of or in connection with the use or occupancy of the Property by Q

CENTER.

18. **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. Q CENTER, its employees, agents and subcontractors shall comply with this policy.
19. **ATTORNEY FEES**: If suit or action is brought by either Party to enforce any right created by this Agreement, the prevailing Party shall be entitled to recover in any trial court, and appellate courts, including costs and disbursements and reasonable attorney fees.

IN WITNESS WHEREOF, the Parties have, on this day of _____, 2018 set their hands by and through their duly authorized agents.

ASTORIA DEVELOPMENT COMMISSION

Q CENTER

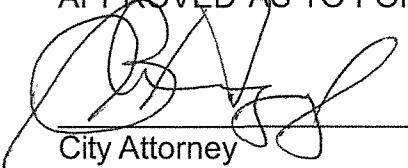
By: _____
Arline LaMear, ADC Chair

By: _____

By: _____
Brett Estes, City Manager

By: _____

APPROVED AS TO FORM:



City Attorney

January 30, 2018

Astoria Development Commission
The City of Astoria
1095 Duane Street
Astoria, OR 97103

RE: Lower Columbia Q Center's Astoria Pride Block Party 2018

Dear Astoria Development Commission:

The Lower Columbia Q Center's Astoria Pride Committee, is the organizer of one of the largest community diversity events in our region. The 2018 LCQC's Astoria Pride is scheduled to be held the second weekend in June, the 8,9 and 10. We would like to get permission from the Astoria Development Commission to use the public space directly east of the Barbey Center, it was the perfect venue for last year's event.

We have been given permission from the Columbia River Maritime Museum to use the space and have reserved the dates in anticipation of the Development Commission giving us permission to use the east side of the Barbey Center parking lot to hold our Pride Block Party. We are paying the museum a fee to do so and as a means of compensating the museum for use of their parking. LCQC will obtain all of the necessary OLCC permits and we have liability insurance. We will provide festival monitors for security and clean up the area afterwards.

The LCQC Pride Block Party is scheduled from 1-8 with the riverwalk Pride parade beginning at noon ending at the block party to kick off the event. The LCQC's Astoria Pride, now in it's third year, and with a grant from the City of Astoria to help put on this Block Party, has become a destination for locals and visitors and we expect lots of people. This is a free, all ages event, celebrating unity and diversity within our community. We will have 4-5 food vendors, a beer garden, non-profit booths, swag vendors and a "kids" activity area with several bands performing and even some drag queens too.

We ask that the Development Commission support this festival by allowing use of the said space from Friday, June 8 through Sunday, June 10.

Thank you very much for your consideration. Feel free to contact me with any questions.

Sincerely,

Marco Davis, Chair of the Lower Columbia Q Center's Astoria Pride 2018