



AGENDA

ASTORIA DEVELOPMENT COMMISSION

March 4, 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 February 4, 2019

b) Lease Agreement with Lower Columbia Q Center's Astoria Pride Block Party 2019

6. 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 25, 2019
TO: PRESIDENT AND COMMISSION
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: ASTORIA DEVELOPMENT COMMISSION (ADC) MEETING OF MARCH 4, 2019p

CONSENT AGENDA ITEMS

Item 4(a): Astoria Development Commission Minutes for February 4, 2019

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

Item 4(b): Lease Agreement with Lower Columbia Q Center's Astoria Pride Block Party 2019

The 4th Annual PRIDE Festival is proposed to be held on Saturday, June 8, 2019. This event includes activities such as a vending of food and drinks, live music, and community information booths. The Q Center is requesting the use of the land the Astoria Development Commission (ADC) owns which is east of the historic train depot where the current Barbey Center is located. In the past, ADC has leased the site for \$1.00 and that amount is once again proposed for this use.

Attached to this memo is a lease agreement which City Attorney Blair Henningsgaard has reviewed and approved as to form.

It is recommended that the Astoria Development Commission consider the Lease Agreement with the Q Center for the 4th Annual PRIDE Festival for a total sum of \$1.00.

ASTORIA DEVELOPMENT COMMISSION

City Council Chambers
February 4, 2019

ADC JOURNAL OF PROCEEDINGS

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

Commissioners Present: Brownson, Herman, Rocka, West, Mayor Jones

Commissioners Excused: None

Staff Present: City Manager Estes, Parks and Recreation Director Williams, Finance Director Brooks, Library Director Pearson, Interim Fire Chief Curtis, Police Chief Spalding, Public Works Director Harrington, and City Attorney Henningsgaard. The meeting is recorded and will be transcribed by ABC Transcription Services, Inc.

CHANGES TO AGENDA:

No changes.

CONSENT CALENDAR

The following items were presented on the Consent Calendar:

- 4(a) Astoria Development Commission Minutes for December 17, 2018
- 4(b) Astoria Development Commission Minutes for January 7, 2019

Commission Action: Commissioner Brownson moved to adopt the Consent Calendar. Commissioner Herman seconded. The motion was unanimously approved. Ayes: Commissioners Brownson, Herman, Rocka, West, and Mayor Jones. Nays: None.

REGULAR AGENDA ITEMS:

Item 5(a): Public Hearing and Resolution for Supplemental Budget Resolution – Astor West Urban Renewal District Fund #127

ORS 294.473 provides guidance for a municipality to hold a public hearing on a supplemental budget to adjust for changes which could not reasonably be foreseen when preparing the original budget. The process requires advertisement of a supplemental budget not less than 5 days before a Development Commission meeting. There will be a public hearing for consideration of the supplemental budgets being presented. Development Commission may consider a resolution to adopt the supplemental budgets as advertised.

The City of Astoria has contracted with Mike Morgan to assist with the Maritime Memorial expansion. A new set of concrete and granite walls are required to continue to allow families to include the names of loved ones who worked on or in relation to the water. The Maritime Memorial Committee has been working on an expansion for some time.

The Maritime Memorial is maintained and expanded through fees which individuals pay to have names engraved. The cost of this expansion is greater than funds currently contained in the Maritime Memorial Fund. Staff looked at ways to reduce the scope of the project, but it was felt that there were financial and design benefits to complete it at one time. Therefore, a loan between the Astor West Urban Renewal District (AWURD) and Maritime Memorial Fund is proposed.

Astoria Development Commission adopted Astor West Urban Renewal District Fund # 127 budgets at the June 6, 2018 meeting. The total budget required for the expansion is estimated at \$ 125,000. Additional funds may be required for excavation, landscaping and for a construction contingency. The estimate of additional funding is \$ 50,000. The expansion project is anticipated to be complete before the end of the current fiscal year. Deferral of the project could result in incurrence of higher construction costs in the future. The Maritime Memorial Park is located within the Astor Urban West boundaries and the expansion project meets the renewal district requirements for use of funds. The City is not seeking to utilize funds permanently but requests a loan in order to ensure sufficient funds are available to complete the project this year. The City is seeking a

zero percent, \$ 50,000 loan from the Astor West Urban Renewal fund for a period not to exceed five years, in order to complete the expansion project.
The loan will be repaid to Astor West Urban Renewal Fund # 127 through donations and proceeds from memorial engraving.

Staff is presenting a resolution for a supplemental budget to recognize \$ 50,000 transfer within the Astor West Urban Renewal District Fund from Contingency to Special Payments in order to loan to City of Astoria, Maritime Memorial Fund # 148.

It is recommended that City Council conduct a public hearing and approve the supplemental budget as presented in the attached resolution.

Mayor Jones opened the public hearing at 7:05 pm and called for public comments on the supplemental budget for the Astor West Urban Renewal District Fund #127. Seeing none, he closed the public hearing at 7:05 pm.

Commissioner Brownson said he supported the resolution because it would help the City move forward at no cost.

Commissioner Rocka agreed and said the Maritime Memorial was an asset to the community.

Commissioner Herman added this was a great way to fund the project.

Commission Action: Motion by Commissioner Brownson, seconded by Commissioner West, to approve the supplemental budget resolution for the Astor West Urban Renewal District Fund #127, as presented. Motion carried unanimously. Ayes: Commissioners Brownson, Herman, Rocka, West, and Mayor Jones. Nays: None.

NEW BUSINESS, MISCELLANEOUS, AND PUBLIC COMMENTS:

There was none.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 7:07 pm to convene the Astoria City Council meeting.

ATTEST:

APPROVED:

Secretary


City Manager



CITY OF ASTORIA

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MEMORANDUM

DATE: FEBRUARY 20, 2019
TO: ASTORIA DEVELOPMENT COMMISSION
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: LEASE AGREEMENT WITH Q CENTER FOR THE 4th ANNUAL PRIDE FESTIVAL

DISCUSSION/ANALYSIS

The 4th Annual PRIDE Festival is proposed to be held on Saturday, June 8, 2019. 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, Don Duncan, 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 7, 2019 for setup, June 8 is the day of the festival, and ending Sunday, June 9, 2019 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 4th 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 4th 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 7, 2019 through June 9, 2019 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 Co-Chair Don Duncan, chapcan2@yahoo.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 8, 2019, and for set-up on Friday, June 7, 2019 and breakdown on June 9, 2019 (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 8, 2019.
6. **OLCC LICENSE:** Q CENTER will need to abide by all conditions of your temporary liquor license.
7. **PROHIBITED USES:** No religious symbols or presentations will be used or presented by Q CENTER or any participant 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 _____, 2019 set their hands by and through their duly authorized agents.

ASTORIA DEVELOPMENT COMMISSION

Q CENTER

By: _____
Bruce Jones, ADC Chair

By: _____

By: _____
Brett Estes, City Manager

By: _____

APPROVED AS TO FORM:

City Attorney



Lower Columbia Q Center P.O. Box 444 Astoria, Oregon 97103 lcqcastoria.org

Our Mission

To be a safe and welcoming resource and peer support service to the LGBTIQ community, friends, families and allies of the Lower Columbia Region.

Board of Directors

Chair

Tessa Scheller

Vice Chair

Anthony Runkle

Secretary

Don Duncan

Treasurer

Marcus Runkle

Board Members

Dani Williams

Cathy Reiter

Christina Ketcham

Youth Representative

Gray Lenz

Po Box 444

Astoria, Oregon 97103

www.LCQCAstoria.org

lcqcastoria@gmail.com

503 861-3669

February 21, 2019

Astoria Development Commission
The City Of Astoria
1095 Duane Street
Astoria, Oregon 97103

RE: Astoria Pride Celebration 2019

Dear Astoria Development Commission

The Lower Columbia Q Center's (LCQC) Astoria PRIDE Celebrations Committee is the organizer of one of the largest community diversity events in our region. The 2019 Astoria PRIDE Celebration is scheduled to be held the second weekend in June, the 7th, 8th and 9th. We would like to get permission from the Astoria Development commission to use two public spaces. The Astoria Riverwalk from 2nd street to 23rd street and the adjoining public space to the east of the Barbey Center. We have utilized these two venues during past celebrations which have provided great access to the parade and block party participants.

The LCQC/Astoria PRIDE has been in contact with the Columbia River Maritime Museum and has their blessing for the event on the condition we control parking in their lot from 1PM until 4PM. This permission also includes the space east of the Barbey Center. The LCQC/Astoria PRIDE will obtain all of the necessary OLCC permits and insurance to support the events and will provide festival monitors for security and clean up the area afterwards.

The PRIDE parade is scheduled to run from 9AM to 11AM, Saturday the 8th of June and be followed by the PRIDE Block party from 11AM to 5PM.

The Astoria Pride Celebration, in its fourth year, has become a destination for locals and visitors and we expect many people to attend. **BRIDGING COMMUNITIES – STONEWALL 50**, parade and block party are free all age events, donations accepted, celebrating unity and diversity within our community which includes great music and performance art. We will have local food and artist vendors and non-profit booths, as well as a kid's activities area.

We ask that the Development Commission support this festival by allowing use of the city properties from Friday June 7th through Sunday, June 9th.

Thank you very much for your consideration. Please feel free to contact us with any questions.

Sincerely,

Dida DeAngelis, Donel R. Duncan

Co-Chairs 2019 Pride Committee

diedria@gmail.com , chapcan2@gmail.com