



# **AGENDA**

## **ASTORIA DEVELOPMENT COMMISSION**

**May 1, 2017**

**Immediately Follows Council Meeting  
2<sup>nd</sup> Floor Council Chambers  
1095 Duane Street · Astoria OR 97103**

**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 of 3/6/17

b) Lease Agreement with the Q Center for 2<sup>nd</sup> Annual Pride Festival

**1. 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 THE CITY MANAGER'S OFFICE AT 503-325-5824.**



**CITY OF ASTORIA**  
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April 28, 2017

**M E M O R A N D U M**

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: ASTORIA DEVELOPMENT COMMISSION (ADC) MEETING OF MAY 1, 2017

**CONSENT CALENDAR**

**Item 5(a): ADC Minutes**

The minutes of the ADC meeting of March 6, 2017 are enclosed for your review. Unless there are any corrections, it is recommended that the ADC approve these minutes.

**Item 5(b): Lease Agreement with the Q Center for 2<sup>nd</sup> Annual Pride Festival**

The 2nd Annual PRIDE Festival is scheduled for June 10, 2017. This year's celebration will include a community festival. 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 City Council approve the lease agreement for \$1.

A regular meeting of the Astoria Development Commission was held at the above place at the hour of 8:04 pm.

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

Commissioners Excused: Nemlowill

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, 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.

**CONSENT CALENDAR:**

The following items were presented on the Consent Calendar:

5(a) ADC Minutes of 2/6/17

**Commission Action:** Motion by Commissioner Jones, seconded by Commissioner Brownson, to approve the Consent Calendar. Motion carried unanimously. Ayes: Commissioners Jones, Brownson and Price, and Mayor LaMear. Nays: None.

**REGULAR AGENDA ITEMS:**

No regular agenda items.

The Commission recessed into Executive Session at 8:05 pm.

**EXECUTIVE SESSION:**

**Item 7(a): ORS 192.660(2)(e) – Real Property Transactions**

The Astoria Development Commission will recess to executive session to discuss a real property transaction issue.

The Commission reconvened the regular session at 8:38 pm.

**ADJOURNMENT:**

There being no further business, the meeting was adjourned at 8:38 pm.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
City Manager



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

COMMUNITY DEVELOPMENT

April 25, 2017

MEMORANDUM

TO:  ASTORIA DEVELOPMENT COMMISSION

FROM: BRETT ESTES, CITY MANAGER

SUBJECT: LEASE AGREEMENT WITH Q CENTER FOR THE 2<sup>nd</sup> ANNUAL PRIDE FESTIVAL

**DISCUSSION/ANALYSIS**

The 2<sup>nd</sup> Annual PRIDE Festival is proposed to be held on June 10, 2017. 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 President, Donna Galich, 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 9, 2017 for setup, June 10 is the day of the festival, and ending Sunday, June 11, 2017 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.

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 2<sup>nd</sup> Annual PRIDE Festival for a total sum of \$1.00.

By:   
\_\_\_\_\_  
Kevin A. Cronin, Community Development Director

**LEASE AGREEMENT  
FOR PUBLIC PROPERTY LOCATED AT 250- 21<sup>ST</sup> 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 2<sup>nd</sup> Annual PRIDE Festival, hereinafter referred to as Q CENTER.

**PROPERTY TO BE LEASED:** 250 – 21<sup>st</sup> 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 9, 2017 through June 11, 2017 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](mailto:bestes@astoria.or.us).
- 3. **Q CENTER'S REPRESENTATIVE:** For purposes hereof, Q CENTER'S authorized representative will be Donna Galich, P.O. Box 444, Astoria, Oregon, 97103, [donnagalich@me.com](mailto:donnagalich@me.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 10, 2017, and for set-up on Friday, June 9, 2017 and breakdown on June 11, 2017 (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 10 2017, and from 12:00 noon to 9:00 p.m. on Saturday, June 10, 2017.
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 \_\_\_\_\_, 2017 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



Lower Columbia Q Center P.O. Box 444 Astoria, OR 97103 [lcqcastoria.org](http://lcqcastoria.org)

April 9, 2017

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

RE: Astoria PRIDE Block Party and Celebration 2017

Dear Astoria Development Commission:

The Lower Columbia Q Center's (LCQC) Astoria PRIDE Celebration Committee, is the organizer of one of the largest community diversity events in our region. The 2017 Astoria PRIDE Celebration is scheduled to be held the second weekend in June, the 9th, 10th and 11th. We would like to get permission from the Astoria Development Commission to use the public space directly to the east of the Barbey Center. We believe the space would be perfect for the event. There is plenty of room with easy access to the trolley and the RiverWalk for festival goers.

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. We have secured use of the employee parking lot at the Columbia Memorial Hospital Pavilion to address the parking concern. The LCQC/Astoria PRIDE will obtain all of the necessary OLCC permits and insurance to run the event. The LCQC/Astoria PRIDE will provide festival monitors for security and clean up the area afterwards.

The PRIDE Block Party event is scheduled to run from 1pm until 7pm on Saturday. The PRIDE RiverWalk Parade is scheduled for Sunday with a short, festival closing rally to follow at the Block Party location.

The Astoria PRIDE Celebration, in its second year, has become a destination for locals and visitors and we expect lots of people. The 2017 PRIDE Block Party is a free, all ages event, celebrating unity and diversity within our community, against the backdrop of great music and performance art. We will have 4-5 local food vendors, a small beer garden, several non-profit booths, as well as a "kids" activity area.

We ask that the Development Commission support this festival by allowing use of the city property from Friday, June 9th through Sunday, June 11th.

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

Sincerely,

A handwritten signature in black ink that reads "Donna Galich".

Donna Galich  
Chair, Astoria PRIDE Celebration Committee of The LCQC  
[donnagalich@me.com](mailto:donnagalich@me.com)