



AGENDA

ASTORIA DEVELOPMENT COMMISSION

May 19, 2014

**Immediately Follows City Council Meeting
2nd 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 11/18/13

(b) ADC Minutes of 1/21/14

(c) Lease Agreement with Astoria Regatta Association for Use of Property Located at 250 – 21st Street (City Manager)


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
Founded 1811 • Incorporated 1856

May 14, 2014

MEMORANDUM

TO: ASTORIA DEVELOPMENT COMMISSION (ADC)
FROM:  BRETT ESTES, CITY MANAGER PRO TEM
SUBJECT: ADC MEETING OF MAY 19, 2014

CONSENT CALENDAR

Item 5(a): ADC Minutes

The minutes of the ADC meeting of November 18, 2013 are enclosed for your review. Unless there are any corrections, it is recommended that the ADC approve these minutes.

Item 5(b): ADC Minutes

The minutes of the ADC meeting of January 21, 2014 are enclosed for your review. Unless there are any corrections, it is recommended that the ADC approve these minutes.

Item 5(c): Lease Agreement with Astoria Regatta Association for Use of Property Located at 250 – 21st Street (City Manager)

The Astoria Regatta Association (Association) would like to display vintage boats and motorized vehicles during the Astoria Regatta on Astoria Development Commission (ADC) owned land east of the train depot located at 250 – 21st Street. The time frame for the lease would be for Saturday, August 9, 2014, from 8:00a.m. to 8:00p.m. In the past, the ADC has leased the site for \$1.00 and that amount is once again proposed for this use. The Association activities provide an opportunity to bring an event to our community that continues to grow in popularity every year. Association will provide liability insurance. Also attached to this memo is a draft Lease Agreement which City Attorney Blair Henningsgaard has reviewed and approved as to form. It is recommended that the Astoria Development Commission approve the Lease Agreement with the Astoria Regatta Association for the display of vintage boats and motorized vehicles on Saturday, August 9, 2014, for a total sum of \$1.00.

ASTORIA DEVELOPMENT COMMISSION

City Council Chambers
November 18, 2013

ADC JOURNAL OF PROCEEDINGS

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

Councilors Present: Herzig, Warr, Mellin, LaMear, Mayor Van Dusen

Staff Present: City Manager Benoit 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 submitted on the Consent Calendar:

5(a) ADC Minutes of 10/7/13

Commission Action: Motion by Commissioner Warr, seconded by Commissioner Mellin, to approve the Consent Calendar. Motion carried unanimously. Ayes: Commissioners Warr, LaMear, Herzig and Mellin, and Mayor Van Dusen. Nays: None.

REGULAR AGENDA ITEMS:

Item 6(a): Transfer of Property East of Columbia River Maritime Museum (CRMM) Barbey Maritime Center (Former Train Depot) at 2200 Block Marine Drive from the Astor-East Urban Renewal District to CRMM (Community Development)

At the October 7, 2013 ADC meeting, an amendment to the Astor-East Urban Renewal Plan was approved which gave the ADC the authority to acquire real property located at 1636 Duane Street and the adjacent parking lot at the 1600 Block Duane Street. This property is commonly known as the Astoria Armory and an adjacent parking lot, both owned by the Columbia River Maritime Museum (CRMM). As part of the negotiated terms associated with the acquisition of the property, the ADC (acting on behalf of the Astor-East Urban Renewal District AEURD) would transfer ownership of a portion of the AEURD- owned property east of the CRMM Barbey Maritime Center (former Train Depot). While transferring the property to the CRMM, the ADC would retain ownership of the remaining portion of the parcel. Therefore, the ADC will need to retain an access/egress and utility easement through the property being transferred to allow future access to the parcel the ADC is retaining. In addition to the easement on the property being transferred, an additional easement is required to provide access across CRMM owned property south of the Barbey Maritime Center from the City right-of-way at 20th Street to the proposed easement on the property being transferred.

It is recommended that the Astoria Development Commission approve the following:

1. Authorize Chairman Van Dusen to sign the Bargain and Sale Deed to transfer the property located east of the Barbey Maritime Center located at the 2200 Block Marine Drive and retain an access/egress and utility easement on the property.
2. Accept the access/egress and utility easement from the Columbia River Maritime Museum across CRMM owned property south of the Barbey Maritime Center from the City right-of-way at 20th Street to the proposed easement on the property being transferred.
3. Grant an access/egress and utility easement to the City of Astoria on the property located east of the Barbey Maritime Center located at the 2200 Block Marine Drive property.

City Manager Benoit used a slideshow of photographs as he presented the details of the Staff report.

Commissioner LaMear declared that she is a part-time employee of the CRMM and stated she did not believe this created a conflict of interest, as no financial gain would occur as a result of this property transfer.

City Attorney Henningsgaard recommended that Commissioner LaMear abstain from the vote.

Commissioner Warr confirmed that the transfer was contingent upon the other property transactions. City Manager Benoit added the City Attorney and the museum's attorney are still working on the final documents. This authorization will allow Chairman Van Dusen to sign the deeds, when the transfer is final. The entire transaction will be completed at once, probably in early December 2013.

Commissioner Herzig also confirmed that this transfer was part of the transaction that includes the purchase of the Astoria Armory and its adjoining parking lot by the City from the CRMM. City Manager Benoit added the Astoria Development Commission will acquire the armory building, now owned by CRMM, and the parking lot dedicated for Coast Guard use. As part of the acquisition, the City will pay \$250,000 and vacate Duane Street between 17th and 18th Streets, to be discussed at the City Council meeting immediately following this meeting.

Commission Action: Motion by Commissioner Warr, seconded by Commissioner Mellin, to approve the transfer of property East of Columbia River Maritime Museum (CRMM) Barbey Maritime Center (Former Train Depot) at 2200 Block Marine Drive from the Astor-East Urban Renewal District to CRMM, as noted in the Staff report. Motion carried unanimously. Ayes: Commissioners Warr, Herzig and Mellin, and Mayor Van Dusen. Abstain: Commissioner LaMear. Nays: None.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 7:06 p.m.

ATTEST:

Secretary

APPROVED:

City Manager

A regular meeting of the Astoria Development Commission was held at the above place at the hour of 8:38 p.m.

Commissioners Present: Herzig, Warr, Mellin, LaMear, and Mayor Van Dusen

Staff Present: City Manager Benoit, Parks and Recreation Director Cosby, City Attorney Henningsgaard, Public Works Director Cook, and Engineer Crater. 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 12/2/13

Commission Action: Motion made by Commissioner LaMear, seconded by Commissioner Mellin, to approve the Consent Calendar. Motion carried unanimously. Ayes: Commissioners LaMear, Warr, Herzig, Mellin, and Mayor Van Dusen; Nays: None.

REGULAR AGENDA ITEMS:

Item 6(a): Authorization to Award Construction Contract for Portway Street Railroad Crossing Improvement Project (Public Works)

At its June 17, 2013 meeting, the ADC authorized Staff to move forward with design of the Portway Railroad Crossing Improvement Project. The new crossing will improve this critical gateway to the Port of Astoria, make Trolley operation safe and reliable along this segment of track, enhance/reestablish vehicular mobility along Portway Street, eliminate ponding water and increase vehicular and pedestrian safety during inclement weather, make future utility and track maintenance more efficient, and upgrade the intersection of the River Trail and Port Trail system to be ADA compliant. Staff solicited bids for the work and is recommending that the ADC authorize award of a construction contract to TFT Construction, Inc., in the amount of \$190,647.25 for the Portway Rail Crossing Improvement Project and approve the associated budget for the contingency and construction support services. Funds for this project are available in the Astor-West Urban Renewal District.

City Manager Benoit noted that City Engineer Staff worked with the rail design engineer and TFT Construction, Inc. to modify the design to achieve additional savings, reducing the negotiated price from \$241,689.

Commissioner Herzig noted the work must be done. TFT Construction, Inc. went through the trouble to lower their original bid by about \$50,000 while maintaining the original intent, which is good.

Mayor Van Dusen believed this project is a prime example of how urban renewal funds should be used. The money comes from within the area and is to be spent on economic improvements.

Commission Action: Motion by Commissioner Herzig, seconded by Commissioner LaMear that the Astoria Development Commission authorize award of a construction contract to TFT Construction, Inc., in the amount of \$190,647.25 for the Portway Rail Crossing Improvement Project and approve the associated budget for the contingency and construction support services. Motion carried unanimously. Ayes: Commissioners Warr, LaMear, Herzig and Mellin, and Mayor Van Dusen. Nays: None.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 8:42 p.m.

ATTEST:

APPROVED:

Secretary

City Manager

DRAFT



CITY OF ASTORIA

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May 9, 2014

MEMORANDUM

TO: ASTORIA DEVELOPMENT COMMISSION

FROM:  BRETT ESTES, MANAGER PRO TEM

SUBJECT: LEASE AGREEMENT WITH ASTORIA REGATTA ASSOCIATION FOR
USE OF PROPERTY LOCATED AT 250 -21ST STREET

DISCUSSION/ANALYSIS

The Astoria Regatta Association (Association) would like to display vintage boats and motorized vehicles during the Astoria Regatta on Astoria Development Commission (ADC) owned land east of the train depot located at 250 -21st Street. The time frame for the lease would be for Saturday, August 9, 2014, from 8:00 a.m. to 8:00 p.m.

In the past, the ADC has leased the site for \$1.00 and that amount is once again proposed for this use. The Association activities provide an opportunity to bring an event to our community that continues to grow in popularity every year. Association will provide liability insurance. Also attached to this memo is a draft Lease Agreement which City Attorney Blair Henningsgaard has reviewed and approved as to form.

RECOMMENDATION

It is recommended that the Astoria Development Commission approve the Lease Agreement with the Astoria Regatta Association for the display of vintage boats and motorized vehicles on Saturday, August 9, 2014, for a total sum of \$1.00.

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 **ASTORIA REGATTA ASSOCIATION** for purposes of providing a display area for vintage boats and motorized vehicles, hereinafter referred to as ASSOCIATION.

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

WHEREAS:

- A. ASSOCIATION desires to lease space from the ADC to provide a location for event activities including, but not limited to, the placement of vintage boats and motorized vehicles and other activities associated with the Astoria Regatta for use and enjoyment by patrons of downtown businesses and all citizens of Astoria, and
- B. Assisting ASSOCIATION in securing a 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 ASSOCIATION.

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 ASSOCIATION shall run from 6:00 am to 8:00 pm Saturday, August 9, 2014 for a lease amount of \$1.00.
2. **ADC'S REPRESENTATIVE:** For purposes hereof, the ADC'S authorized representative will be Brett Estes, Community Development Director/Assistant City Manager, City of Astoria, 1095 Duane Street, Astoria, Oregon, 97103, (503) 338-5183, bestes@astoria.or.us.
3. **ASSOCIATION'S REPRESENTATIVE:** For purposes hereof, ASSOCIATION'S authorized representatives will be Peter Roscoe, P.O. Box 24, Astoria, Oregon, 97103, (503)-440-2805.

4. **SCHEDULED USE:** ADC grants ASSOCIATION the exclusive use of Property to provide an activity area from 8:00 a.m. to 8:00 p.m., Saturday, August 9, 2014.
5. **PERMITS:** This Agreement constitutes a permit for sound amplification from area from 10:00 a.m. to 8:00 p.m., Saturday, August 9, 2014.
6. **OLCC LICENSE:** ASSOCIATION 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 ASSOCIATION or any participant on the Property during the term of the lease.
8. **CONDITION OF PROPERTY:** ASSOCIATION 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. ASSOCIATION agrees to make an effort to provide recycling opportunities for glass, plastic and metal beverage containers. ASSOCIATION 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, ASSOCIATION 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. ASSOCIATION is allowed to place temporary signs that must be removed at the conclusion of the lease agreement.
 - 1) All signage is limited to announcing ASSOCIATION'S vintage boats and motorized vehicles display 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.
 - D. ASSOCIATION shall insure that public sidewalks are not encumbered and the free passage of pedestrians on sidewalks is not impeded.

- E. ASSOCIATION will provide sufficient portable toilets, trash receptacles and trash collection services to accommodate need, recycling containers and cleanup for each event.
 - F. The ASSOCIATION will comply with Astoria Code 5.025(11) governing amplified sound.
11. **INSURANCE:** ASSOCIATION shall maintain casualty insurance in an amount of \$100,000 for damages to the Property and liability insurance in the amount of \$1,000,000 for injuries. ASSOCIATION 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 ASSOCIATION 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 ASSOCIATION'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 ASSOCIATION for any monies paid.
 13. **NON-ASSIGNABILITY:** This Agreement is personal to ASSOCIATION and the ADC relies on ASSOCIATION to comply with and to receive the benefits of this Agreement.
 14. **COMPLIANCE WITH APPLICABLE LAWS:** ASSOCIATION 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:** ASSOCIATION agrees to exercise exclusive control and supervision over its members, ASSOCIATION sponsored activities and organizations, and persons or businesses that sell products on the Property at the time specified for ASSOCIATION occupancy of the premises. ASSOCIATION will publish rules and expectations for these participants.
 17. **HOLD HARMLESS:** ASSOCIATION 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 ASSOCIATION.
 18. **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 19th day of May, 2014 set their hands by and through their duly authorized agents.

ASTORIA DEVELOPMENT COMMISSION

**ASTORIA REGATTA
ASSOCIATION**

By: _____
Willis L. Van Dusen, ADC Chair

By: _____
Peter Roscoe, President

By: _____
Brett Estes, City Manager Pro Tem

APPROVED AS TO FORM:



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City Attorney