

---

# **AGENDA**

## **ASTORIA DEVELOPMENT COMMISSION MEETING**

---

**May 20, 2013**  
**Immediately Follows City Council Meeting**  
**Astoria City Hall – 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 5/6/13**

**6. REGULAR AGENDA ITEMS**

**(a) Lease Agreement with Astoria Downtown Historic District Association (ADHDA) for the 12<sup>th</sup> Annual Pacific Northwest Brew Cup Beer Festival (Community Development)**

<p><b>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 LAMPI, CITY MANAGER'S OFFICE, 503-325-5824.</b></p>
---



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

May 15, 2013

## MEMORANDUM

TO: ASTORIA DEVELOPMENT COMMISSION (ADC)

FROM:  PAUL BENOIT, CITY MANAGER

SUBJECT: ASTORIA DEVELOPMENT COMMISSION MEETING OF MAY 20, 2013

### CONSENT CALENDAR

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

The minutes of the ADC meeting of May 6, 2013 are enclosed for review. Unless there are any corrections, it is recommended that Council approve these minutes.

### REGULAR AGENDA ITEMS

**Item 6(a): Lease Agreement with Astoria Downtown Historic District Association (ADHDA) for the 12<sup>th</sup> Annual Pacific Northwest Brew Cup Beer Festival (Community Development)**

The Annual Pacific Northwest Brew Cup Beer Festival (Brew Cup) is proposed be held September 27, 28, and 29, 2013. It is proposed that the festival be located on the Astoria Development Commission (ADC) owned land east of the train depot. Attached to this memorandum is a letter from ADHDA President, Dulcye Taylor, which requests use of the ADC owned property. Proceeds from this event would benefit ADHDA. The time frame for the lease would be for four days, beginning Thursday September 26, 2013 and ending Sunday, September 29, 2013. All day Thursday and the first half of Friday are primarily to set up the tents and vendor spaces. The event would be open Friday, Saturday, and Sunday afternoon. ADHDA will provide liability insurance. Also attached to this memo is a draft lease agreement. It is recommended that the Development Commission approve the Lease Agreement with ADHDA for a total sum of \$1.00.

A regular meeting of the Astoria Development Commission (ADC) was held at the above place at the hour of 8:28 p.m. immediately following the Astoria City Council meeting.

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

Staff Present: City Manager Benoit, Library Director Tucker, Interim Parks Director Moss, Public Works Director Cook, City Engineer Harrington, Parks Director Cosby, Police Sergeant Aydt, Police Chief Curzon, and Fire Chief Ames. 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 3/4/13
- 5(b) ADC Minutes of 3/18/13

**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): Portway Street Railroad Crossing Design Proposal (Public Works)**

Due to ongoing deterioration, staff has researched repair methods for the two railroad crossings on Portway Ave. Research consisted of exploring repair options and requesting informal quotes from specialty contractors that perform this type of work. Following is a summary of the options and the associated estimated costs:

Alternate	Crossing Type	Estimated Cost	Durability/Comments
1	Asphalt	\$30,000- \$40,000	Low- poor impact performance, traditionally used in our area, not ideal for heavy truck traffic
2	Rubberized	\$50,000- \$60,000	Same as above, regional examples have not performed well
3	Cast-In-Place Concrete Panels	\$60,000- \$70,000	High -work well under truck traffic, appears to be trend in areas with higher traffic volumes such as Portland
4	Pre-Cast Concrete Panels	\$80,000-\$ 100, 000	Same as above but offers future access to railroad ties below

Alternate 1 could be constructed as a repair without the need for engineering plans and specifications. The other alternates would require engineering design from a design firm that specializes in railroad engineering. Staff contacted one such firm, and based on preliminary conversations, it is anticipated that engineering fees for this work should be less than \$20,000.

Staff recommends Alternate 4 as the best overall method of repair. This method would assure a lasting product that can be readily maintained. With approval of this recommendation, staff would bring a professional services

contract before Council for approval to commence engineering and design. Funding for this project is available through the Astor West Urban Renewal District. It is recommended that Council authorize staff to proceed with the development of plans and specifications for the Pre-cast Concrete Panel design using contract engineering services.

Mayor Van Dusen encouraged the Commission to support Staff's recommendation. The Port of Astoria has been an excellent partner with the City, especially with regards to the temporary home of the two U.S. Coast Guard cutters. City Manager Benoit added the City's total contribution to the Port on that project was about \$80,000. Mayor Van Dusen responded the City got a good deal. He understood the electrical work will take a bit longer than expected. Since the Coast Guard dock has been tied up, the Port has been a great partner. He noted that the crossing at the railroad tracks is horrendous. With the activity of the cruise ships at the Port, the crossing will always have heavy traffic.

Commissioner LaMear asked for clarification regarding the Comments sections of Alternatives 3 and 4. City Engineer Harrington explained the difference is that the cast-in-place concrete would involve pouring concrete over the rails, which cannot be removed. The pre-cast panels sit between the tracks and have lifting rings that allow the panels to be removed when access to the rails or ties is necessary. The pre-cast panels can be reused for any future rail replacement. They cost more, but are becoming standard in the industry. Use of the panels is justified by the heavy truck traffic at this crossing. City Manager Benoit confirmed the pre-cast panels could be reused at another location.

Mayor Van Dusen asked if the Urban Renewal District Fund had adequate funding for this project. City Manager Benoit confirmed the funds are available.

Commissioner Warr stated he drives through that crossing five or six times a day. The deterioration that has occurred over the last couple of years has been incredible. The crossing is almost impassable. He would like the truck traffic to continue to increase and he supports Staff's recommendation.

**Commission Action:** Motion by Commissioner Warr, seconded by Commissioner Mellin, to authorize staff to proceed with the development of plans and specifications for the Pre-cast Concrete Panel design using contract engineering services. Motion carried unanimously. Ayes: Commissioners Warr, LaMear, Herzig and Mellin, and Mayor Van Dusen. Nays: None.

**Item 6(b): Contract Amendment with Jim Wilkins Consulting for Garden of Surging Waves Construction Management (Community Development)**

On July 30, 2012, the Development Commission approved a contract with Wilkins Consulting in the amount of \$25,600 for construction management services for the Garden of Surging Waves. Wilkins Consulting has been working with the general contractor, Robinson Construction, doing project oversight, inspections, document review, payroll verification, and other tasks as requested by the City; however, there have been portions of the Garden of Surging Waves project, which have required more time from Wilkins Consulting than previously expected. Wilkins Consulting estimates an additional \$20,952.50 is required for Sequence A. This figure includes a 10% contingency. A contract amendment with Wilkins Consulting for construction manager services for a not to exceed amount of \$46,552.50 is attached. Funds for this work would come from the Astor-East Urban Renewal District. It is recommended that the Astoria Development Commission approve a contract amendment with Wilkins Consulting in a not to exceed amount of \$46,552.50 for Garden of Surging Waves construction manager services.

Commissioner Herzig stated he realized this was essential; however, the contract amendment would almost double his fee, which seems extreme. He understood that opening up the pavement in Astoria reveals many surprises, but is concerned about practically doubling the fee.

Commissioner Warr noted that City Engineer Harrington has seen things on the project site that may have been out of Mr. Wilkins's control and asked if he believed such an adjustment was warranted. City Engineer Harrington stated that he has had many discussions with City Manager Benoit about this. He reminded that the vaulted sidewalk replacement was the first aspect of the project. At that stage, Mr. Wilkins was asked to assist given his construction experience. The City believed that Mr. Wilkins' involvement early in the project would

provide him with valuable knowledge that would be useful during work on the Garden of Surging Waves. At that time, the proposal from Wilkins Consulting included strictly time for construction management, as the City's original intention was to borrow some of his time. As the project grew, more of his time was required and there were discussions about a change order to begin grading the Garden of Surging Waves, which took up more of Mr. Wilkins' time. When the City saw that the bids were higher than budgeted at the time, the City had to do more brainstorming with Mr. Wilkins to figure out how to proceed with the project. All these discussions were all outside the scope of the original proposal.

City Engineer Harrington recalled that during the sidewalk project, Mayor Van Dusen asked if all the work would lead to future benefit. The first future benefit has been a significant savings on the work being done at Sterling Savings Bank. The engineer that worked on the structural portion of the Garden of Surging Waves helped the bank with a solution to repair their sidewalks for less than half of the original estimate. Many bigger, future benefits would be coming from this entire effort. The City has discussed ways to reduce the time needed with Mr. Wilkins; however, this expense will prove to be valuable in the end.

Commissioner Warr stated he has a great deal of faith in City Engineer Harrington and his position.

Mayor Van Dusen added that he plans to vote in favor of the contract amendment, but believes Commissioner Herzig made a good point. Doubling the cost is a high percentage of increased cost.

**Commission Action:** Motion by Commissioner Warr, seconded by Commissioner Mellin, to approve a contract amendment with Wilkins Consulting in a not to exceed amount of \$46,552.50 for Garden of Surging Waves construction manager 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 8:40 p.m.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Secretary

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



## CITY OF ASTORIA

Founded 1811 • Incorporated 1856

### COMMUNITY DEVELOPMENT

May 6, 2013

### MEMORANDUM

TO: ASTORIA DEVELOPMENT COMMISSION

FROM:  PAUL BENOIT, MANAGER

SUBJECT: LEASE AGREEMENT WITH ASTORIA DOWNTOWN HISTORIC  
DISTRICT ASSOCIATION (ADHDA) FOR THE 12<sup>TH</sup> ANNUAL PACIFIC  
NORTHWEST BREW CUP BEER FESTIVAL

### DISCUSSION/ANALYSIS

The Annual Pacific Northwest Brew Cup Beer Festival (Brew Cup) is proposed be held September 27, 28, and 29, 2013. This event includes activities such as a vending of craft beer, food booths, and live music. For the past three years, the Brew Cup has been held on the Astoria Development Commission (ADC) owned land east of the train depot. It is proposed that the festival be located in this location once again. Attached to this memorandum is a letter from ADHDA President, Dulcye Taylor, which requests use of the ADC owned property. As stated in the attached letter, proceeds from this event would benefit ADHDA.

The time frame for the lease would be for four days, beginning Thursday September 26, 2013 and ending Sunday, September 29, 2013. All day Thursday and the first half of Friday are primarily to set up the tents and vendor spaces. The event would be open Friday, Saturday, and Sunday afternoon. Electricity will be coordinated through Pacific Power and provided by an existing service charged to the event coordinators.

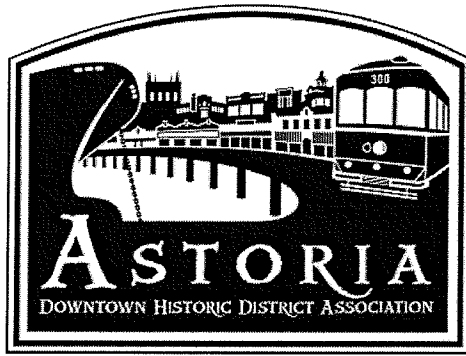
In the past, ADC leased the site for \$1.00 and that amount is once again proposed for this use. The Brew Cup activities provide an opportunity to bring an event to our community that continues to grow in popularity every year. ADHDA will provide liability insurance. Also attached to this memo is a draft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

## **RECOMMENDATION**

It is recommended that the Development Commission approve the Lease Agreement with ADHDA for the Pacific Northwest Brew Cup Beer Festival from Thursday, September 26, 2013 through Sunday, September 29, 2013, for a total sum of \$1.00.

By: 

\_\_\_\_\_  
Brett Estes, Community Development Director/  
Assistant City Manager



Astoria Downtown Historic District Association (ADHDA) P.O. Box 261 Astoria, OR 97013 503.791.7940

January 21, 2013

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

RE: Pacific NW Brew Cup 2013

Dear Astoria Development Commission:

The Astoria Downtown Historic District Association (ADHDA) has become the organizer of the Pacific Northwest Brew Cup, the premier beer festival on Oregon's North Coast. The festival is scheduled to be held the last weekend in September, the 27<sup>th</sup>, 28<sup>th</sup> and 29<sup>th</sup>. We would like to get permission from the Astoria Development Commission to use the public park space directly to the east of the Historic Train Station as we have the last three years. This space has proved to be perfect for the event. There is plenty of room, easy access to the trolley and fabulous views of the river. The city did an excellent job of removing the derelict structures and eliminating safety hazards from previous years and now that the Train Station is open we are looking forward to utilizing this space without construction.

The ADHDA 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 until after 4pm. The ADHDA will obtain all of the necessary OLCC permits and insurance to run the event. The ADHDA will provide security for event and clean up the area afterwards.



The event is scheduled to run from noon until 10pm on Friday, noon until 10pm on Saturday and from Noon until 5pm on Sunday. Last call on both evenings will be given at 9:30pm after which no alcohol will be served.

Last year (2012) was the first year that the ADHDA organized the Pacific Northwest Brew Cup and it was a huge success as a major fundraising event for the ADHDA with additional resources to compliment the previous organizers Chris Holen, Jennifer Holen and Jack Harris, all who continue to add their expertise to this event entering its 12th Annual year. It will be difficult to top an excellent premier event like 2012 with the combination of great weather, lots of visitors, wonderful music and of course, great beer but we hope to build and solidify the PNW Brew Cup and provide the best beer festival ever.

We ask that the Development Commission support this festival by allowing use of the city property from Thursday, September 26<sup>th</sup> through Sunday, September 29<sup>th</sup>.

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

Sincerely,

Dulcye Taylor  
President, Astoria Downtown Historic District Association  
Dulcye@astoriadowntown.com

**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 **ASTORIA DOWNTOWN HISTORIC DISTRICT ASSOCIATION (ADHDA)**, for purposes of holding the Annual Pacific Northwest Brew Cup Beer Festival, hereinafter referred to as ADHDA.

**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. ADHDA 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 Annual Pacific Northwest Brew Cup Beer Festival for use and enjoyment by patrons of downtown businesses and all citizens of Astoria, and
- B. Assisting ADHDA 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 ADHDA.

**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 ADHDA shall run from September 26, 2013 through September 29, 2013 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, Community Development Director, City of Astoria, 1095 Duane Street, Astoria, Oregon, 97103, (503) 338-5183, [bestes@astoria.or.us](mailto:bestes@astoria.or.us).
- 3. **ADHDA'S REPRESENTATIVE:** For purposes hereof, ADHDA'S authorized representatives will be Dulcye Taylor, P.O. Box 261, Astoria, Oregon, 97103, (206) 321-7598, [dulcye@astoriadowntown.com](mailto:dulcye@astoriadowntown.com).

4. **SCHEDULED USE:** ADC grants ADHDA the exclusive use of Property for the purpose of providing an activity area from noon to 10:00 p.m. Friday and Saturday, September 27 and 28, 2013, from noon to 5:00 p.m. on Sunday, September 29, 2013, and for set-up on Thursday, September 26, 2013 (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 Friday and Saturday, September 27 and 28, 2013, and from 12:00 noon to 5:00 p.m. on Sunday, September 29, 2013.
6. **OLCC LICENSE:** ADHDA 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 ADHDA or any participant on the Property during the term of the lease.
8. **CONDITION OF PROPERTY:** ADHDA 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. ADHDA agrees to make an effort to provide recycling opportunities for glass, plastic and metal beverage containers. ADHDA 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, ADHDA 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. ADHDA is allowed to place temporary signs that must be removed at the conclusion of the lease agreement.
    - 1) All signage is limited to announcing ADHDA'S Pacific Northwest Brew Cup Beer 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.

- D. ADHDA shall insure that public sidewalks are not encumbered and the free passage of pedestrians on sidewalks is not impeded.
  - E. ADHDA will provide sufficient portable toilets, trash receptacles and trash collection services to accommodate need, recycling containers and cleanup for each event.
  - F. The ADHDA will comply with Astoria Code 5.025(11) governing amplified sound.
11. **INSURANCE:** ADHDA 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. ADHDA 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 ADHDA 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 ADHDA'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 ADHDA for any monies paid.
13. **NON-ASSIGNABILITY:** This Agreement is personal to ADHDA and the ADC relies on ADHDA to comply with and to receive the benefits of this Agreement.
14. **COMPLIANCE WITH APPLICABLE LAWS:** ADHDA 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:** ADHDA agrees to exercise exclusive control and supervision over its members, ADHDA sponsored activities and organizations, and persons or businesses that sell products on the Property at the time specified for ADHDA occupancy of the premises. ADHDA will publish rules and expectations for these participants.
17. **HOLD HARMLESS:** ADHDA 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 ADHDA.

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 \_\_\_\_\_ day of \_\_\_\_\_, 2013 set their hands by and through their duly authorized agents.

**ASTORIA DEVELOPMENT COMMISSION**

**ADHDA**

By: \_\_\_\_\_  
Willis L. Van Dusen, ADC Chair

By: \_\_\_\_\_

By: \_\_\_\_\_  
Paul Benoit, Manager

By : \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Attorney