



AGENDA

ASTORIA DEVELOPMENT COMMISSION

July 7, 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 6/2/14

6. REGULAR AGENDA ITEMS

(a) Lease Agreement with Astoria Downtown Historic District Association (ADHDA) for the 13th Annual Pacific Northwest Brew Cup Beer Festival (Community Development)

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

July 3, 2014

MEMORANDUM

TO: ASTORIA DEVELOPMENT COMMISSION (ADC)

FROM:  BRETT ESTES, CITY MANAGER PRO TEM

SUBJECT: ADC MEETING OF JULY 7, 2014

CONSENT CALENDAR

Item 5(a): ADC Minutes

The minutes of the ADC meeting of June 2, 2014 are enclosed for your review. Unless there are any corrections, it is recommended that the ADC approve these minutes.

REGULAR AGENDA ITEMS

Item 6(a): Lease Agreement with Astoria Downtown Historic District Association (ADHDA) for the 13th Annual Pacific Northwest Brew Cup Beer Festival (Community Development)

The Annual Pacific Northwest Brew Cup Beer Festival (Brew Cup) is proposed be held September 25, 26, 27 and 28, 2014. It is proposed that the festival be located on the Astoria Development Commission (ADC) owned land east of the train depot. ADHDA has been in contact with the Columbia River Maritime Museum and the Museum's approval for the event is conditioned upon ADHDA monitoring and controlling where Brew Cup patrons park in the Museum's lot. The ADHDA will provide liability insurance. Attached to the 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. 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.

MANAGER\AGENDA\ADC MEMO 7-7-14

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

Commissioners Present: Warr, Herzig and Mellin

Commissioners Excused: LaMear and Mayor Van Dusen

Staff Present: City Manager Pro Tem/Community Development Director Estes and Planner Johnson. 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): Public Hearing and Resolution Adopting Astor East and Astor West Urban Renewal District Budgets for Fiscal Year 2014-2015 (Finance)

Oregon Local Budget Law requires that the Development Commission hold a public hearing on the budget, as approved by the Budget Committee. Notice of this hearing, scheduled for June 2, 2014, was published in the Daily Astorian on Friday, May 16, 2014. The Budget Committee approved the FYE June 30, 2015 budget at its meeting on April 24, 2014. Copies of the ADC budget were previously distributed to the ADC and Budget Committee. They were also posted on the City's website and were available in hard copy at the Finance Department and Library. The attached resolution will adopt resources and appropriations and authorize the collection of tax increment funding available to the Astor East and Astor West Urban Renewal Districts for FYE June 30, 2015. It is recommended that the ADC conduct the public hearing and adopt the proposed resolution.

President Pro Tem Warr opened the public hearing at 8:05 pm and called for anyone wanting to speak in favor of, impartial, or opposed to the resolution adopting Astor East and Astor West Urban Renewal District budgets for Fiscal Year 2014-2015 to come forward. Hearing none, he called for comments from Commissioners. There being none, he closed the public hearing at 8:07 pm.

Commission Action: Motion by Commissioner Mellin, seconded by Commissioner Herzig, that the Astoria Development Commission adopt the resolution adopting the Astor East and Astor West Urban Renewal District Budgets for Fiscal Year 2014-2015. Motion carried unanimously. Ayes: President Pro Tem Warr Warr and Commissioners Herzig and Mellin. Nays: None.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 8:08 pm.

ATTEST:

APPROVED:

City Manager Pro Tem /
Community Development Director




CITY OF ASTORIA

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June 27, 2014

MEMORANDUM

TO: ASTORIA DEVELOPMENT COMMISSION

FROM:  BRETT ESTES, CITY MANAGER PRO TEM

SUBJECT: LEASE AGREEMENT WITH ASTORIA DOWNTOWN HISTORIC DISTRICT ASSOCIATION (ADHDA) FOR THE 13TH ANNUAL PACIFIC NORTHWEST BREW CUP BEER FESTIVAL

DISCUSSION/ANALYSIS

The Annual Pacific Northwest Brew Cup Beer Festival (Brew Cup) is proposed be held September 25, 26, 27 and 28, 2014. This event includes activities such as a vending of craft beer, food booths, and live music. For the past four 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. ADHDA has been in contact with the Columbia River Maritime Museum and the Museum's approval for the event is conditioned upon ADHDA monitoring and controlling where Brew Cup patrons park in the Museum's lot. 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 25, 2014 and ending Sunday, September 28, 2014. 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 25, 2014 through Sunday, September 28, 2014, for a total sum of \$1.00.



Astoria Downtown Historic District Association

*Encouraging community involvement and investment in preserving
the character of historic downtown Astoria while promoting its health and future.*

P.O. Box 261 · 486-12th Street, Suite H · Astoria, OR 97103

Phone: (503) 791-7940 · Email: office@astoriadowntown.com · Web: www.astoriadowntown.com



June 11, 2014

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

RE: Pacific Northwest Brew Cup

Dear Astoria Development Commission:

The Astoria Downtown Historic District Association (ADHDA) is the organizer of the 13th Annual 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 25th, 26th, 27th and 28th. 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 in years past. 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 with the Barbey Center 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 of their lot until 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 main 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 (2013) was the second year that ADHDA organized the Pacific Northwest Brew Cup, and although the weather conditions were less than stellar, the heart and soul of our volunteer staff and many community hands made our second year a success. The financial rewards were not as great but the good will and "we can do this" attitude was priceless. So we have both sides to the planning of an event in Astoria in September and figure we can do anything that falls within those boundaries. The PNW Brew Cup has become an excellent festival and destination for locals and visitors, combining delightful people, wonderful music and of course, beer.

We ask that the Astoria Development Commission support this festival by allowing ADHDA the use of the city property from Thursday, September 25th through Sunday, September 28th.

Thank you very much for your consideration. Please feel free to contact me, or our Executive Director, Alana Garner with any questions.

Sincerely,

Dulcye Taylor
President, ADHDA
Dulcye@astoriadowntown.com

**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 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 – 21st 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 25, 2014 through September 28, 2014 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 Pro Tem, City of Astoria, 1095 Duane Street, Astoria, Oregon, 97103, (503) 325-5824, 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.

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 26 and 27, 2014, from noon to 5:00 p.m. on Sunday, September 28, 2014, and for set-up on Thursday, September 25, 2014 (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 26 and 27, 2014, and from 12:00 noon to 5:00p.m. on Sunday, September 28, 2014.
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.

- 3) 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 _____, 2014 set their hands by and through their duly authorized agents.

ASTORIA DEVELOPMENT COMMISSION

ADHDA

By: _____
Willis L. Van Dusen, ADC Chair

By: _____

By: _____
Brett Estes, City Manager Pro Tem

By: _____

APPROVED AS TO FORM:



City Attorney

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