



AGENDA

ASTORIA CITY COUNCIL

Monday, November 18, 2019
7:00 PM
2nd Floor Council Chambers
1095 Duane Street, Astoria OR 97103

1. CALL TO ORDER
2. ROLL CALL
3. REPORTS OF COUNCILORS
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 City Council 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.

- 5.a [Astoria City Council Meeting Minutes for October 21, 2019](#)
- 5.b [Astoria Public Library Advisory Board Meeting Minutes for October 1, 2019.](#)
- 5.c [Liquor License Application from Astoria Cooperative, located at 2350 Marine Drive, Astoria for an Off-Premises sales license.](#)
- 5.d [Waver of Fees for Holiday Downtown Parking](#)

6. REGULAR AGENDA ITEMS

All agenda items are open for public comment following deliberation by the City Council. Rather than asking for public comment after each agenda item, the Mayor asks that audience members raise their hands if they want to speak to the item and they will be recognized. In order to respect everyone's time, comments will be limited to 3 minutes.

- 6.a [License to Occupy a Portion of the 8th, 9th Street Right-of-Way and Lease of Dock Encroachments](#)

7. NEW BUSINESS & MISCELLANEOUS, PUBLIC COMMENTS (NON-AGENDA)

8. EXECUTIVE SESSION

- 8.a [ORS 192.660\(2\)\(d\) - Labor Negotiator Consultations](#)

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, 503-325-5824.



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

MEMORANDUM • CITY MANAGER

DATE: NOVEMBER 14, 2019
TO: MAYOR AND CITY COUNCIL
FROM: BRETT ESTES, CITY MANAGER
SUBJECT: ASTORIA CITY COUNCIL MEETING OF MONDAY, NOVEMBER 18, 2019

CONSENT CALENDAR

5.a [Astoria City Council Meeting Minutes for October 21, 2019](#)

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

5.b [Astoria Public Library Advisory Board Meeting Minutes for October 1, 2019.](#)

The draft minutes for the Library Advisory Board are included. Unless there are any questions or comments regarding the contents of the minutes, they are presented for information only.

5.c [Liquor License Application from Astoria Cooperative, located at 2350 Marine Drive, Astoria for an Off-Premises sales license.](#)

A liquor license application has been filed by Astoria Cooperative, doing business as Astoria Cooperative. This application is an Off-Premises Sales License.

The site is located at 2350 Marine Drive, Astoria. The application will be considered at the November 18, 2019 meeting. A copy of the application is attached.

The appropriate Departments have reviewed the application. The Astoria Police Department has prepared the attached memorandum for Council's review. No objections to approval were noted.

5.d [Waver of Fees for Holiday Downtown Parking](#)

The Association (ADHDA) is requesting that the City Council implement a waiver of overtime parking for the upcoming holiday season from Friday, November 29, 2019 through Wednesday, January 1, 2020. The intention is for no enforcement of overtime parking in the downtown, which includes the Heritage Square parking lot, as well as on-street parking; however, tickets will still be written for other violations in the

Parking District, including parking by downtown employees within the District.

The City of Astoria has approved this request of ADHDA for several consecutive years; therefore, it is recommended that Council approve this request.

REGULAR AGENDA ITEMS

6.a [License to Occupy a Portion of the 8th, 9th Street Right-of-Way and Lease of Dock Encroachments](#)

The City is considering requests from David Kroening of the Bowline Investors, LLC. to occupy a portion of the 8th and 9th Street right-of-ways and a portion of the railroad right-of-way. The purpose of the 8th Street request is to construct a pedestrian walkway to accommodate a proposed hotel and document an existing dock encroachment at the northwest corner of the property. The purpose of the 9th Street request is to occupy space on the east side of the 9th Street right-of-way for a staircase for ingress/egress to a structure, and to document a private dock in public right-of-way that will accommodate various amenities to support the hotel (i.e. chairs, fire pit, etc.). The request for an encroachment in the railroad right-of-way is intended to document and existing private dock and new ingress/egress to the hotel.

City staff has reviewed the applications and recommends issuance of two licenses to occupy and a lease for the requested encroachments.

EXECUTIVE SESSION

8.a [ORS 192.660\(2\)\(d\) - Labor Negotiator Consultations](#)



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

MEMORANDUM

DATE: NOVEMBER 18, 2019
TO: MAYOR AND ASTORIA CITY COUNCIL
FROM: BRETT ESTES, CITY MANAGER
SUBJECT: ASTORIA CITY COUNCIL MEETING MINUTES FOR OCTOBER 21, 2019

DISCUSSION / ANALYSIS:

The minutes of the City Council meetings are enclosed for review.

RECOMMENDATION:

Unless there are any corrections, it is recommended that Council approve these minutes.

BY: JENNIFER BENOIT, EXECUTIVE ASSISTANT

ATTACHMENTS:

[ACC Oct 21 2019 draft.doc](#)

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

Councilors Present: Brownson, Rocka, Herman, West, and Mayor Jones.

Councilors Excused: None

Staff Present: City Manager Estes, Contract Planner Johnson, [Parks and Recreation Director Williams](#), Finance Director Brooks, [Fire Chief Crutchfield](#), [Police Chief Spalding](#), Public Works Director Harrington, Library Director Pearson, and City Attorney Henningsgaard. The meeting is recorded and will be transcribed by ABC Transcription Services, Inc.

PRESENTATIONS

Item 3(a): Tobacco Retail Licensing Presentation

Clatsop County Department of Public Health Director, Michael McNickle will present the updated ordinance.

Michael McNickle, Clatsop County Department of Public Health Director, updated the Council on recent changes to the proposed tobacco retail licensing requirements. He gave a brief PowerPoint presentation that included data about the number of retailers inspected in recent years, the use of tobacco and vapor products by teens, feedback from retailers, and details about the regulations, fees and inspections. Based on public hearings and direction provided by County Commissioners, the proposal to ban flavored products has been removed from the draft ordinance. The Governor had issued an executive order banning vapor products for 180 days. However, the executive order has been stayed by the Justice Department, so the County will not be addressing vapor products until the State makes a decision.

Councilor West asked if county ordinances would make it easier to pass something at the State level.

Mr. McNickle said that since the Tobacco 21 law, the State does not have the staff or resources to enforce it. Local jurisdictions must enforce the law, so ordinances must be in place to make that happen. He noted that County Commissioners will review the next draft of the ordinance in December, with potential adoption on January 8, 2020.

REPORTS OF COUNCILORS

Item 4(a): Councilor Herman reported that she met with a couple of constituents about various issues. She attended the countywide elected officials meeting, where Chief Spalding's idea to share costs on a homelessness liaison officer was discussed. She announced that the 13th Astoria International Film Festival would be October 25th through 27th at the Liberty Theatre.

Item 4(b): Councilor Brownson reported he attended the Fire Department's open house and the countywide meeting. He announced that the Columbia Forum will be on October 29th to discuss ten myths about climate change. His next meet the Councilor event would be at Three Cups of Coffee on Saturday at 9:00 am.

Item 4(c): Councilor West reported that she attended a presentation at the Liberty on their capital campaign for renovations. The countywide meeting was useful and Chief Spalding gave an excellent presentation on the homeless liaison position. She attended the Harbor's open house, where she spoke with their executive director about their need for volunteers.

Item 4(d): Councilor Rocka reported he also attended the countywide elected officials meeting, which provides opportunities for elected officials to find solutions together on common issues. He participated in the Fire Department's smoke alarm campaign. The Fire Department will come to your home, determine where smoke alarms are needed, and supply and install the alarms. The program is available while supplies last. He

reported that he had been emailing Port Commissioner Chair Dirk Rohne in the interest of maintaining communication about their disagreement with the Bridge Vista Overlay Zone requirements.

Item 4(e): Mayor Jones reported that he attended the Liberty Theatre fundraising update and the county elected official meeting. He also attended the national tourism conference hosted by the Extension Office. The conference resulted in 110 people staying in Astoria for three nights. He participated on a panel with Kevin Leahy from Clatsop Economic Development Resources (CEDR), Senator Johnson, and County Commissioner Kujula. The Oregon chapter of the International Women's Forum (IWF) held their meeting in Astoria over the weekend, where he spoke. He also listened to a panel discussion with woman representing the Columbia River Pilots, the Coast Guard, the North Coast Land Conservancy, and commercial fishing, who spoke about the challenges of going up in their careers. He also attended the 100th birthday of the local Kiwanis Club. And he had a nice meeting with Port Commissioner Rohne.

CHANGES TO AGENDA

There were none.

CONSENT CALENDAR

The following items were presented on the Consent Calendar:

- 6(a) City Council Minutes of 9/3/19
- 6(b) Boards and Commission Minutes
 - (1) Planning Commission Meeting of 6/25/19
 - (2) Design Review Commission Meeting of 7/11/19
 - (3) Historic Landmarks Commission Meeting of 7/16/19
 - (4) Planning Commission Meeting of 7/23/19
 - (5) Traffic Safety Committee Meeting of 7/23/19
- 6(c) Police Department Status Update

City Council Action: Motion made by Councilor Herman, seconded by Councilor Brownson, to approve the Consent Calendar. Motion carried unanimously. Ayes: Councilors Brownson, Herman, Rocka, West, and Mayor Jones; Nays: None.

REGULAR AGENDA ITEMS

Item 7(a): Second Reading and Adoption – Amendment Request (A19-01B) Bridge Vista Overlay Zone Codes

At its September 30, 2019 meeting, the City Council held a public hearing and deliberated on the proposed amendments. The issue of the existing two view corridors at Basin and Bay Street was discussed as those views could be lost with future development. The City Council suggested additional code language that would protect those view corridors while allowing for some possible exceptions if the Port West Mooring Basin Plan District is approved in the future. Due to this change, the public hearing was reopened for this issue only for public input at the October 7, 2019 City Council meeting. The City Council conducted a first reading of the Ordinance including this proposed change at the September 30, 2019 meeting. At the October 7, 2019 meeting, the proposed amended view corridor language was read in full, the Council held a public hearing on the view corridor issue and closed the public hearing.

The draft ordinance and Findings of Fact are attached for Council consideration.

If the draft code meets Council's expectations, it would be in order for Council to conduct a second reading and adopt the ordinance as amended for Bridge Vista Overlay Zone Code amendments.

Mayor Jones said he believed members of the public wanted to speak.

City Attorney Henningsgaard confirmed that the public hearing could be re-opened to take additional public testimony.

Mayor Jones re-opened the public hearing at 7:21 pm and called for public testimony in favor of the ordinance. Hearing none, he called for testimony opposed to the ordinance.

Dirk Rohne, 43738 Gerttula Lane, Astoria, read into the record the most recent email he sent to Councilor Rocka regarding the Bridge Vista Overlay Zone. In a separate email, Councilor Rocka had asked him if he wanted the second reading delayed or just the portion regarding view corridors. He requested that the portion on view corridors be delayed because that portion was a last-minute addition which did not come from the Planning Commission. He also requested that City Council and the Port Commission have a joint work session to discuss the proposed ordinance.

Mayor Jones called for testimony impartial to the ordinance.

Jim Knight, 42041 Eddy Point Lane, Astoria, said he believed the City was close to a precipice. It is never too late to make a good decision. It is understandable that people want view corridors. However, people who intend to build purchase their properties under a separate set of rules. As the rules change, how can they not feel upset. This is the battle between the right to develop a property against the property values of people who want to enjoy views of the river. The financial impact analysis of the proposed rules have not been discussed or presented. He wanted to know how much tax revenue the City would lose because of restrictive rules that prevent a property from being developed. There must be ways that the community and businesses can work together. His observation from the beginning was that it was preordained that the City Council and community wanted strict rules on properties to protect views. He was sure the Public Works Department would appreciate additional capital to complete some of the projects that desperately need to be done. The ordinance creates the potential to lose out on developing properties to their fullest potential in a way that does not conflict with views. He asked the City Council to think this through one more time.

Mayor Jones closed the public hearing at 7:29 pm and called for Council discussion.

Councilor Rocka asked the City Attorney Henningsgaard to verify his comments that the City was condemning property. City Attorney Henningsgaard stated he was not sure which statement was being attributed to him. Only private property can be condemned. He clarified that at the last meeting, he shared concerns about due process and allowing the property owner to address questions. It is not his legal opinion that the City would be condemning property.

Councilor Rocka asked when a joint work session could be scheduled.

Mayor Jones stated the meeting date would depend on individual schedules, but he could not guarantee the work session could be scheduled prior to the next City Council meeting.

Councilor Rocka said that even after speaking with Mr. Rohne, the importance of the view corridors to the City had not changed. He recommended passing the rest of the Bridge Vista and putting off the view corridors so the City and Port Commission could share viewpoints. He believed the City's role had been oversimplified. The Port uses the City's infrastructure, which is pretty close to the edge. It is difficult for the City to be supportive of what the Port wants when the City has no clue what the Port has planned.

Mayor Jones asked the Council could have the second reading with the exception of Section 9(d) Basin and Bay Street View Corridor. City Attorney Henningsgaard recommended voting to reconsider the amendment of the proposed ordinance. If the vote to reconsider passes, the Council would be back where it started with the original ordinance.

City Manager Estes asked if going back to the original ordinance would remand the issue back to the Planning Commission. City Attorney Henningsgaard stated the process would have to go through the regular channels, starting with the Planning Commission and then to the City Council.

Councilor Brownson said he has advocated that the Port have as much flexibility as possible on their property. View corridors are important, but he did not believe they were threatened. In this situation, a very specific and narrow piece of the bridge vista has been set aside for protection. The Bridge Vista Overlay only impacts the Hollander property, the warehouse property, Northwest Natural Gas, and the Port property. The view corridor restrictions still allow a property to be used, just not built on, and he was okay with that. Other than

Commissioner Spence and the former Director, the Port did not attend any of the many meetings over the course of a year until recently. It is hard to count on developers to take on the interests of the community and people are fearful about that. He would be willing to deal with the view corridors down the road, but at some point, the Council needs to make a decision.

Councilor Herman stated she did not support postponing this decision. The Port had an opportunity to participate at the last meeting and there was a good back and forth dialogue. Members of the public supported keeping the views open and they are not here tonight because they believed the Council had made a decision. It is the City's job to set zoning ordinances and code amendments for all properties in the City, even publicly owned properties. She did want the Port and Council to sit down together, but not to discuss this issue, to discuss other issues facing both jurisdictions.

Councilor West agreed with Councilor Herman because the other property owners are not here to contribute to the discussion. Staff had cleared up her initial concerns about the view corridors. The property can still be developed on one side or the other of the view corridor. Passing the planned districts was the right thing to do because the Port will have flexibility to work with their property in the future. Getting involved late in this long process does not give the Port time to navigate a lot of the language. Therefore, she supported a conversation or work session to clarify some of the questions and misunderstandings around what has been passed.

Councilor Rocka said Astoria has had a renaissance over the last 20 or 25 years because Astoria recognized the value of its river. There are exceptions for water-dependent uses. He agreed with the value of a working waterfront, which is not hotels. Hotels do not present a value to the community.

Mayor Jones thanked Commissioner Rohne for his comments. He looked forward to building a strong working relationship between the City Council and Port Commission through work sessions to discuss mutual issues. He understood frustrations with the view corridor issues. He was concerned about a legal taking and was satisfied with Staff's answer that the view corridor would not impact the maximum allowable building size. He called for a second reading.

Director Brooks conducted the second reading of the ordinance.

Councilor Brownson said this was a difficult process. A new Council took this on, on the backs of the Planning Commission's hard work. He had no idea the process would be this complex. A three-story height restriction would have satisfied almost everyone who went through the Hollander exercise. He wanted to work with the Port so they can be successful because the East Mooring Basin will be a serious discussion.

Mayor Jones said he was satisfied with the Code amendments. He believed it was a good and reasonable compromise between the economic needs of property owners and the concerns expressed by citizens. There was a strong push for a maximum height of 28 feet and a floor to area ratio of 0.75 and maximum building size of 30,000 square feet per lot. What we have now is a significant compromise towards the needs of property owners yet is still significantly more restrictive than what was previously allowed.

City Council Action: Motion made by Councilor Brownson, seconded by Councilor West, to adopt the Findings and Conclusions contained in the Staff report for Amendment Request A19-01B, and adopt the ordinance amending the Astoria Development Code, implementing the Bridge Vista Overlay Zone, as amended. Motion carried unanimously. Ayes: Councilors Brownson, Herman, Rocka, West, and Mayor Jones; Nays: None.

Mayor Jones read the rules of appeal into the record.

Item 7(b): Lease Agreement for 17th Street Dock East End

At the October 7th City Council Meeting staff presented a comparison of the lease proposals from American Queen Steamboat Company (AQSC) and American Cruise Lines (ACL) including criteria to compare the proposals. In summary it was staff's determination that the ACL lease addressed the City's objectives the best. Representatives from both ACL and AQSC were present at the meeting and had an opportunity to answer questions from Council, express their concerns and had a dialog on most of the topics of concern.

Staff was given direction to finalize negotiations of the lease agreement with ACL, incorporating the items discussed at the meeting, and bring it back to the October 21st Council meeting for review.

It is recommended that City Council approve the attached lease with ACL.

City Manager Estes listed the most recent revisions to the proposed lease agreement, which were included in the Staff report.

Mayor Jones called for public comments.

Fred White, 2011 Irving Avenue, Astoria, stated he had already sent the Council an email about this issue. Before the meeting, he spoke with Director Harrington and the attorney for ACL. He objected to a lease that does not address the air and noise pollution that would occur when two cruise ships are docked at the same time. He found information online, which might not be correct, that indicated when cruise ships are docked they continuously operate the onboard engines to provide power. Maybe the smaller ships have generators, but they would still be extremely noisy. He can see and hear the ships from his backyard when they are in port. This affects his sleep when they come in at four o'clock in the morning. He would like the City to get the infrastructure so that cruise ships can plug in like the Coast Guard ships do. He did not want the City to allow two cruise ships to run continuously at the same time or set a decibel level measured by the Riverwalk. Any lease the City signs with a private company must provide a benefit to the citizens. Two cruise ships running continuously is not a benefit to the city because air and noise pollution will be produced.

Mayor Jones said he lives in Alderbrook. He cannot hear the cruise ships but he can hear the cargo ships and tug boats. He asked Mr. White how he was certain that the noise he heard was specifically from the cruise ships.

Mr. White stated ships in anchorage are beyond the riverboats and he never hears them. He constantly sees Coast Guard ships and never hears them either. He only hears the cruise ships when they are in port.

Director Harrington confirmed that shore power should be feasible, but no costs had been determined yet. Power is already at the dock and getting power to the facility is usually the largest expense. One option is to bring power off the transformer and the other option is to come off the existing service panel. Staff will look into both options and discuss a cooperative partnership with ACL.

Councilor Brownson said he had responded to Mr. White's email. He had never paid any attention to the noises because they are background noises. While the cruise ship was at the dock, he went to Irving near Mr. White's home to listen. He could hear the rumble clear as day along with all of the traffic noise. The noises seem to come up the hill. Getting shore power will take care of the noise and pollution.

Director Harrington noted that he would have to look at engineering reports to find out why the City did not install shore power when the dock was built. If the issue was accommodating multiple users, this lease will eliminate that concern.

Mayor Jones asked if shore power could be split between the Coast Guard and cruise ships. Director Harrington understood that when shore power is available, ACL will use it because it is more cost effective to pay a power bill.

Alan Laster, Counsel for ACL, confirmed that shore power was definitely cheaper. He had just heard of this tonight and briefly discussed with Director Harrington using shore power when two ships can be accommodated at the dock.

Councilor Brownson agreed that it made the most sense to everyone to start using shore power when there are two ships at the dock.

Councilor Herman noted that noise was not the only issue, also air pollution. Shore power would be greener. She asked how much it would cost. Director Harrington said no, he had only just started to do research. He recommended a mandatory requirement to install shore power for expansion purposes so that it can be included in ACL's capital improvement project. The lease already requires capital improvement plans to be approved by the City, so the City can require the shore power at that time. The City is currently doing Energy Trust projects on

several facilities, so Staff could find cost effective ways to get power out to the boats in the meantime. He confirmed for Councilor Herman that rants were not available for this power.

City Manager Estes clarified that when the second boat infrastructure comes in, the improvements plans would include a review of shore power.

City Council Action: Motion made by Councilor Brownson, seconded by Councilor Rocka, to approve the lease agreement for the 17th Street Dock East End with American Cruise Lines. Motion carried unanimously. Ayes: Councilors Brownson, Herman, Rocka, West, and Mayor Jones; Nays: None.

Item 7(c): 3rd Street and Lexington Avenue Sanitary Sewer Replacement Change Order #1

Recently, the Public Works Department discovered a portion of seriously deteriorated sanitary sewer pipe between 3rd Street and 4th Street on Lexington Ave. The pipe was partially collapsed, impeding flow, and in need of immediate replacement. City Council approved advanced authorization of a construction contract to complete the needed work at the September 10, 2019 City Council meeting. The advance authorization was for a not to exceed amount of \$125,000.

Upon completion of project procurement, City staff executed a contract for \$72,370 with Advanced Excavation to complete the sanitary sewer replacement. This is well under the construction estimate for the project. Advanced Excavation has completed a majority of the contract work to date. Additionally, Public Works Operations staff are in the process of re-establishing permanent water service in this area due to a needed water main relocation associated with utility proximity.

City staff had planned to solicit a separate contract for water main relocation and surface restoration. Our Public Works Operations staff was able to schedule and complete the water main work, so at this time only the surface restoration remains. Advanced Excavation provided an estimate to complete this additional scope of work in the amount of \$66,718. Change Order #1 is attached to this memo and contains additional details. The overall cost of this change order is consistent with pricing received for similar past work.

Funding for this change order is available in the Public Works Improvement Fund for Sanitary Sewer Main Rehabilitation.

It is recommended that City Council authorize the City Manager to sign Change Order #1 for surface restoration work associated with the 3rd St. and Lexington Ave. Sanitary Sewer Replacement Project.

City Council Action: Motion made by Councilor West, seconded by Councilor Herman to authorize the City Manager to sign Change Order #1 for surface restoration work associated with the 3rd St. and Lexington Ave. Sanitary Sewer Replacement Project. Motion carried unanimously. Ayes: Councilors Brownson, Herman, Rocka, West, and Mayor Jones; Nays: None.

NEW BUSINESS & MISCELLANEOUS, PUBLIC COMMENTS (NON-AGENDA)

City Manager Estes announced that City Council would have an appeal hearing on the Grocery Outlet application. He reminded Councilors to refrain from ex parte contacts.

Councilor Brownson announced that he had applied for a couple of League of Oregon Cities committees to work on state legislation.

Mayor Jones announced the next City Council Work Session on Thursday, October 24, 2019 at 7:00 pm to discuss the possible expansion of the Enterprise Zone. City Manager Estes added that Fort George Brewery has applied to utilize the enterprise zone. The work session will include a discussion with representatives of Business Oregon, the enterprise zone manager, Fort George, and the other jurisdictions within the enterprise zone.

ADJOURNMENT

There being no further business, the meeting was adjourned at 8:17 pm.

ATTEST:

APPROVED:

Finance Director

City Manager

DRAFT



CITY OF ASTORIA

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MEMORANDUM

DATE: NOVEMBER 18, 2019
TO: MAYOR AND ASTORIA CITY COUNCIL
FROM: BRETT ESTES, CITY MANAGER
SUBJECT: ASTORIA PUBLIC LIBRARY ADVISORY BOARD MEETING
MINUTES FOR OCTOBER 1, 2019

DISCUSSION / ANALYSIS:

The draft minutes of City Boards and Commissions are included.

RECOMMENDATION:

Unless there are any questions or comments regarding the contents of these minutes, they are presented for information only.

BY: JIMMY PEARSON, LIBRARY DIRECTOR

ATTACHMENTS:

[ALB Oct 1 2019 Draft for approval.docx](#)

Astoria Library Board Meeting

Astoria Public Library

October 1, 2019

5:30 pm.

Present: Library Board members Susan Stein, David Oser, Laura Parker, Dan McClure. Staff Library Director Jimmy Pearson; Suzanne Harold, Youth Services Senior Library Assistant.

Excused: Kimberley Chaput

Call to Order: Chair Susan Stein called the meeting to order at 5:30 pm and briefly reviewed the Board's procedures regarding attendance.

Approval of Agenda: The agenda was approved as submitted.

Minutes: Notes of August 27, 2019 were approved as submitted.

Community Engagement:

Chair Stein reviewed the Board's goal for Community Engagement, a new agenda component, was to get Board members out in the community more, whether to attend an event at the Library, have conversations with community members, or do a more focused, purposeful action the Board has decided would help the Library Director, as well as the staff and the library in general.

The Board reported back on the results of their first assignment for Community Engagement, which was to ask people if they have a library card. Quite a lot of yeses were received; of the noes received many were from people new to the community, some were from people who do not live in Astoria, and just a few people said they did not use the library. David Oser said he did not ask the question, but did use the Five-Minute Mic opportunity at the Breakfast Meeting of the Chamber of Commerce to talk about the benefits of the Library to businesses and noted his plan to do the same at the Astoria Downtown Historic District Association (ADHDA) meeting. He also reported that David Reed, Dan Stein, and Patsy Oser had been promoting the library as well. When asked if the Board could assist Staff with grant funding, Director Pearson responded that if any kind of endorsement were needed, he would bring it back to the Board.

Chair Stein commented the Five Minute Mic was an interesting way for the Board to expand touch in the community as much as possible. The Board determined their next Community Engagement assignment would be asking people if they have attended a program at the Library.

Staff Report:

Director Pearson welcomed the reporter taking over the city beat for *The Daily Astorian*. He then introduced the Library's Youth Services Senior Library Assistant, Suzanne Harold.

Suzanne Harold reported on the Summer Reading program, citing statistics and noting that attendance had increased over last summer by mid-July. She provided an overview of the programming, benefits to children, program priorities, details about the activities for various age groups, and special programming that involved community partners.

She also discussed upcoming fall programs, which included a Fire Prevention Week program and Bilingual Story Time. She shared information about the Northwest Regional Education Service District grant for STEM programming and educational kits. The library expected to receive between \$10,000 and \$15,000. Additionally, the library would be seeking grants or gifts to fund Vox Books, books that talk via a built in mp3 player and include a spot for headphones.

Director Pearson called out the incredible amount of work Staff do in about 20 hours a week. He specifically praised Ms. Harold for her leadership, the Coast Guard outreach, and family programming on Saturdays. Staff discussed additional programs, including Read for the Record, and Director Pearson noted that all volunteers do go through a background check.

Staff invited Board members to come to a story time, or to be guest readers on a Wednesday or a Saturday. Chair Stein commented that she would consider that as part of the Board's Community Engagement and Staff could let them know when they would like Board members to attend.

Director Pearson's report was as follows:

- One Book, One Astoria is canceled for this fall. The new plan instead is One Book, One Clatsop County to involve all three libraries, Seaside, Warrenton, and Astoria, plus the community college library, and to reach out to the Cannon Beach Library. It will be a more powerful program and will give Ms. Kreider some planning resources to work with.
- As of September 17, 2019, there is now one catalog for all three libraries; some technical glitches are still being worked out. By April 19, 2020, library patrons will be able to use their library card at the Warrenton, Seaside, or Astoria Libraries; the only caveat is the card has to be issued from the person's home library. The Director hopes to implement this earlier than currently scheduled.
- The Friends of the Library received a grant from the Oregon Cultural Trust for the Archives in the amount of \$17,327. This makes a total of \$76,000 for the archival work. The Library is about 90 percent complete with the inventory of the items in the basement and this grant will allow them to complete the inventory, to digitize and add the metadata to the files, and open that material up to the public for research.
 - Regarding the IMLS Grant, the Director will be in Milwaukee, Wisconsin November 18th through 21st as part of the cohort; the University of Wisconsin-Madison is the mentor agency for the grant.
 - He noted he is required to attend two annual conferences in relation to the IMLS Grant.
- He will be out on vacation beginning October 24th; Ann Odom will be the point of contact if the Board needs anything.
- October is Archives Month and the Library Director's anniversary month. Every Monday in October, he will host tours of the basement Archives. Information on the tours is on the Library Facebook page, and also scrolls across the Library's website; five or six people have already signed up. He will also add it as an event on the Library calendar.

New Business:

Item 6(a): Board Meeting Processes

Chair Stein addressed several meeting processes where Director Pearson has asked for clarification:

- The Board discussed if they still want paper copies provided and the consensus was to continue to have paper copies waiting for them at their meeting.
- Board members are to RSVP when they receive the meeting notice from Director Pearson; the email is sent BCC so their reply will just go back to him. The Library Director will communicate with the Chair if the RSVPs indicate the Board will not have a quorum, in which case, the Chair will make calls to ensure a quorum; if quorum will not be possible, they will cancel the meeting and reschedule.
- Chair Stein asked if the Board would accept the assumption that an item sent with Director Pearson to City Council has passed as recommended, unless he advises the Board otherwise. The Board agreed with this assumption as long as the item is on the Council's Consent Calendar; if an item goes to the City as a regular agenda item, the Board would want to hear about comments and reactions.
- The Director will provide to the Board a courtesy memo copy of the Quarterly Library Status updates, the Director's updates, and the State Library Report, a comprehensive statistics report.
- To further align with City Council, Approval of Agenda will instead be Changes to Agenda; if the Board has no changes, the agenda will be approved by default.
- Director Pearson noted the City has new record retention software so Library Board agendas and minutes may start being published in PDF format. He informed the new board members that any comment they make is for the official minutes, and if they have anything for him in between meetings, they are free to email or call him directly. Board members should remember to use appropriate professional language in their communications as the Director's email is subject to the Open Records Act.

The next Board meeting is December 3rd, at 5:30 pm.

Public Comments: There were none.

Adjournment: There being no further business, the meeting was adjourned at 6:07 pm.

Respectfully submitted,

Paula Pinyerd, ABC Transcription Services, Inc.

DRAFT



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

MEMORANDUM

DATE: NOVEMBER 18, 2019
TO: MAYOR AND ASTORIA CITY COUNCIL
FROM: BRETT ESTES, CITY MANAGER
SUBJECT: LIQUOR LICENSE APPLICATION FROM ASTORIA
COOPERATIVE, LOCATED AT 2350 MARINE DRIVE, ASTORIA
FOR AN OFF-PREMISES SALES LICENSE

DISCUSSION / ANALYSIS:

A liquor license application has been filed by Astoria Cooperative, doing business as Astoria Cooperative. This application is an Off-Premises Sales License.

The Off-Premises Sales license allows the following:

- May sell factory-sealed containers of malt beverages, wine, and cider at retail to individuals in Oregon for consumption off the licensed premises.
- A factory-sealed container of malt beverages may not hold more than 2 ¼ gallons.
- May sell malt beverages, wine, and cider to individuals in a securely covered container ("growler") for consumption off the licensed premises (the container may not hold more than 2 gallons)
- Eligible to apply to get pre-approval to provide sample tastings of malt beverages, wine, and cider for consumption on the premises.
- The license comes with the privilege to make next-day delivery of malt beverages, wine, and cider directly to an Oregon resident. Note: must follow OAR 845-006-0392 and 845-006-0396.
- To make same-day delivery of malt beverages, wine, and cider directly to an Oregon resident the licensee must apply and received OLCC prior approval. Note: must follow OAR 845-006-0392 and 845-006-0396.

The site is located at 2350 Marine Drive, Astoria. The application will be considered at the November 18, 2019 meeting. A copy of the application is attached.

The appropriate Departments have reviewed the application. The Astoria Police Department has prepared the attached memorandum for Council's review. No objections to approval were noted.

RECOMMENDATION:

It is recommended that City Council consider the liquor license application from Astoria Cooperative, located at 2350 Marine Drive, Astoria for an Off-Premises sales license.

BY: SUSAN BROOKS, FINANCE DIRECTOR

ATTACHMENTS:

[Recommendation.pdf](#)

[Astoria Cooperative Agenda Packet.pdf](#)



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

MEMORANDUM • POLICE DEPARTMENT

DATE: OCTOBER 18, 2019
TO: MAYOR AND CITY COUNCIL
FROM: BRETT ESTES, CITY MANAGER
SUBJECT: LICENSE RECOMMENDATION ASTORIA COOPERATIVE, OFF PREMISES SALES LICENSE

DISCUSSION/ANALYSIS

On October 17, 2019, Astoria Cooperative, applied for an Off Premises Sales License. Astoria Cooperative currently holds an Off Premises Sales License for their present location. This application will allow them to continue off premises sales when they move to their new location, 2350 Marine Dr. Astoria, which is scheduled to open in December 2019.

The license privileges and requirements include:

- May sell factory-sealed containers of malt beverages, wine, and cider at retail to individuals in Oregon for consumption off the licensed premises
- May sell malt beverages, wine, and cider to individuals in a securely covered container ("growler") for consumption off the licensed premises
- Eligible to apply to get pre-approval to provide sample tastings of malt beverages, wine, and cider for consumption on the premises
- Eligible to ship malt beverages, wine, or cider directly to an Oregon resident

Optional privileges

- **Sample Tastings:** Allows sample tastings of malt beverages, wine or cider for drinking on site.
- **Wine, Cider and Malt Beverages Same-Day Delivery:** Allows same-day delivery of wine, cider, and malt beverages to Oregon residents.
- **Receive Direct Shipments of Wine/Cider:** Allows receipt of wine or cider directly from Wine Self-Distribution Permittees.

Astoria Cooperative's hours of operation will be 7:00 AM – 9:00 PM Sunday – Saturday. The seating count for this business is 20 seats in the restaurant and 20 seats in the outdoor seating area. This license does not allow alcohol to be consumed in the seating areas. There will be a standing only tasting area, which is allowed as an optional privilege of this license.

APPLICANT

The applicant for this license is Astoria Cooperative. Individual history forms were submitted for Andrea Larson Perez, Emily Geddes, and Matthew Stanley as it relates to this license. Representatives from the Astoria Police Department have investigated the background of the applicants named above utilizing available databases specific to restrictions for licensing. No derogatory information was located regarding the applicants.

NEIGHBORHOOD SURVEY

A neighborhood survey was conducted for this license recommendation. None of the people contacted had objections regarding the liquor license.

RECOMMENDATION

Given the listed information, staff has no objection to the granting of the Off Premises Sales License.



By: _____

Eric Halverson, Deputy Chief of Police

October 17, 2019

INVESTIGATION REPORT FOR LIQUOR LICENSE APPLICATION

Type of License: Off-Premises


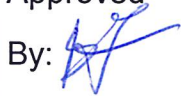


Amount and Receipt # \$150.00 – Receipt #270927

Applicant: Astoria Cooperative
Trade Name: Astoria Cooperative

Address: 2350 Marine Drive, Astoria
Contact #: Matt Stanley, 503-791-5692

Representatives of the departments listed below have reviewed this application with respect to the requirements of their departments.

Reviewed: (Initial below)

Public Works	Approved By: 	Denied By:	Conditional Approval By: Comments:
Community Development	Approved By: 	Denied By:	Conditional Approval By:  Comments:
Building Inspector	Approved By: 	Denied By:	Conditional Approval By: Comments:

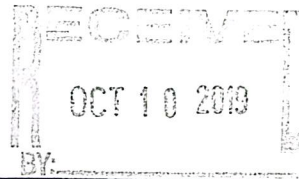
Return to Finance by 5:00 pm:

November 6, 2019



OREGON LIQUOR CONTROL COMMISSION

LIQUOR LICENSE APPLICATION



1. Application. **Do not include** any OLCC fees with your application packet (the license fee will be collected at a later time). Application is being made for:

License Applied For:	CITY AND COUNTY USE ONLY
<input type="checkbox"/> Brewery 1 st Location	Date application received and/or date stamp:
<input type="checkbox"/> Brewery 2 nd Location	<i>City of Astoria</i> RECEIVED OCT 13 2019
<input type="checkbox"/> Brewery 3 rd Location	Name of City or County: <i>City of Astoria</i> BY: <i>CS</i>
<input type="checkbox"/> Brewery-Public House 1 st location	Recommends this license be:
<input type="checkbox"/> Brewery-Public House 2 nd location	<input type="checkbox"/> Granted <input type="checkbox"/> Denied
<input type="checkbox"/> Brewery-Public House 3 rd location	By: _____
<input type="checkbox"/> Distillery	Date: _____
<input type="checkbox"/> Full On-Premises, Commercial	OLCC USE ONLY
<input type="checkbox"/> Full On-Premises, Caterer	Date application received:
<input type="checkbox"/> Full On-Premises, Passenger Carrier	<i>10-10-19</i>
<input type="checkbox"/> Full On-Premises, Other Public Location	By: <i>OLCC</i>
<input type="checkbox"/> Full On-Premises, For Profit Private Club	License Action(s):
<input type="checkbox"/> Full On-Premises, Nonprofit Private Club	<i>OLCC</i>
<input type="checkbox"/> Grower Sales Privilege 1 st location	
<input type="checkbox"/> Grower Sales Privilege 2 nd location	
<input type="checkbox"/> Grower Sales Privilege 3 rd location	
<input type="checkbox"/> Limited On-Premises	
<input checked="" type="checkbox"/> Off-Premises	
<input type="checkbox"/> Off-Premises with Fuel Pumps	
<input type="checkbox"/> Warehouse	
<input type="checkbox"/> Wholesale Malt Beverage & Wine	
<input type="checkbox"/> Winery 1 st Location	
<input type="checkbox"/> Winery 2 nd Location	
<input type="checkbox"/> Winery 3 rd Location	

2. Identify the applicant(s) applying for the license(s). ENTITY (example: corporation or LLC) or INDIVIDUAL(S) applying for the license(s):

Astoria Cooperative

(Applicant #1)

RECEIVED
 OREGON LIQUOR CONTROL COMMISSION

(Applicant #2)

OCT 10 2019

(Applicant #3)

(Applicant #4)

SALEM REGIONAL OFFICE

3. Trade Name of the Business (Name Customers Will See)

Astoria Cooperative

4. Business Address (Number and Street Address of the Location that will have the liquor license)

2350 Marine Drive

City	County	Zip Code
Astoria	Clatsop	97103



OREGON LIQUOR CONTROL COMMISSION

LIQUOR LICENSE APPLICATION

5. Trade Name of the Business (Name Customers Will See) Astoria Co+op			
6. Does the business address currently have an OLCC liquor license? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
7. Does the business address currently have an OLCC marijuana license? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
8. Mailing Address/PO Box, Number, Street, Rural Route (where the OLCC will send your mail) 2350 Marine Drive			
City Astoria	State OR	Zip Code 97103	
9. Phone Number of the Business Location 503-325-0027		10. Email Contact for this Application matt@astoria.coop	
11. Contact Person for this Application Matt Stanley		Phone Number 503-791-5692	
Contact Person's Mailing Address (if different)	City	State	Zip Code

Please note that liquor license applications are public records. A copy of the application will be posted on the OLCC website for a period of several weeks.

I understand that marijuana (such as use, consumption, ingestion, inhalation, samples, give-away, sale, etc.) is prohibited on the licensed premises.

I attest that all answers on all forms, documents, and information provided to the OLCC are true and complete.

Applicant Signature(s)

- Each individual person listed as an applicant must sign the application.
- If an applicant is an entity, such as a corporation or LLC, at least one person who is authorized to sign for the entity must sign the application.
- A person with the authority to sign on behalf of the applicant (such as the applicant's attorney or a person with power of attorney) may sign the application. If a person other than an applicant signs the application, please provide proof of signature authority.


(Applicant #1)

(Applicant #2)

(Applicant #3)

(Applicant #4)



OREGON LIQUOR CONTROL COMMISSION BUSINESS INFORMATION

Please Print or Type

Applicant Name: ASTORIA COOPERATIVE Phone: 503 325 0027

Trade Name (dba): ASTORIA COOPERATIVE

Business Location Address: 2350 MARINE DRIVE

City: ASTORIA ZIP Code: 97103

DAYS AND HOURS OF OPERATION

Business Hours:

Sunday 7 AM to 9 PM
Monday 7 AM to 9 PM
Tuesday 7 AM to 9 PM
Wednesday 7 AM to 9 PM
Thursday 7 AM to 9 PM
Friday 7 AM to 9 PM
Saturday 7 AM to 9 PM

Outdoor Area Hours:

Sunday 7 AM to 9 PM
Monday 7 AM to 9 PM
Tuesday 7 AM to 9 PM
Wednesday 7 AM to 9 PM
Thursday 7 AM to 9 PM
Friday 7 AM to 9 PM
Saturday 7 AM to 9 PM

The outdoor area is used for:

☒ Food service Hours: 7 AM to 9 PM
☐ Alcohol service Hours: _____ to _____
☐ Enclosed, how _____
The exterior area is adequately viewed and/or supervised by Service Permittees.

(Investigator's Initials)

Seasonal Variations: ☒ Yes ☐ No If yes, explain: 10% INCREASE IN SUMMER

ENTERTAINMENT

Check all that apply:

- ☐ Live Music ☐ Karaoke
☐ Recorded Music ☐ Coin-operated Games
☐ DJ Music ☐ Video Lottery Machines
☐ Dancing ☐ Social Gaming
☐ Nude Entertainers ☐ Pool Tables
☐ Other: _____

DAYS & HOURS OF LIVE OR DJ MUSIC

Sunday N/A to _____
Monday _____ to _____
Tuesday _____ to _____
Wednesday _____ to _____
Thursday _____ to _____
Friday _____ to _____
Saturday _____ to _____

SEATING COUNT

Restaurant: 20 Outdoor: 20
Lounge: _____ Other (explain): _____
Banquet: _____ Total Seating: 40

OLCC USE ONLY

Investigator Verified Seating: _____ (Y) ☒ (N)

Investigator Initials: J.D.

Date: 10-10-19

I understand if my answers are not true and complete, the OLCC may deny my license application.

Applicant Signature: [Signature] Date: 8/31/19

1-800-452-OLCC (6522)

www.oregon.gov/olcc

(rev. 12/07)



OREGON LIQUOR CONTROL COMMISSION FLOOR PLAN

- Your floor plan must be submitted on this form.
- Use a separate Floor Plan Form for each level or floor of the building.
- The floor plan(s) must show the specific areas of your premises (e.g. dining area, bar, lounge, dance floor, video lottery room, kitchen, restrooms, outside patio and sidewalk cafe areas.)
- Include all tables and chairs (see example on back of this form). Include dimensions for each table if you are applying for a Full On-Premises Sales license.

BUILDING - 12,000 SQ FT

No alcohol will be consumed in deli seating area. Only standing in front of tasting area.

OUTDOOR

KITCHEN

OFFICES

TASTERIA

HOT FOOD DELI

RETAIL SALES

DELI SEATING

TASTING AREA

ENTRANCE

6,800 SQ FT

ASTORIA COOPERATIVE
Applicant Name

ASTORIA COOPERATIVE
Trade Name (dba):

ASTORIA 97103
City and ZIP Code

.....OLCC USE ONLY.....
MINOR POSTING ASSIGNMENT(S)

DIA

Date: 10/10/19 Initials: JD

1-800-452-OLCC (6522)
www.oregon.gov/olcc

(rev. 09/12)



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

MEMORANDUM

DATE: NOVEMBER 18, 2019
TO: MAYOR AND ASTORIA CITY COUNCIL
FROM: BRETT ESTES, CITY MANAGER
SUBJECT: WAIVER OF FEES FOR HOLIDAY DOWNTOWN PARKING

DISCUSSION / ANALYSIS:

The Association (ADHDA) is requesting that the City Council implement a waiver of overtime parking for the upcoming holiday season from Friday, November 29, 2019 through Wednesday, January 1, 2020. The intention is for no enforcement of overtime parking in the downtown, which includes the Heritage Square parking lot, as well as on-street parking; however, tickets will still be written for other violations in the Parking District, including parking by downtown employees within the District.

RECOMMENDATION:

The City of Astoria has approved this request of ADHDA for several consecutive years; therefore, it is recommended that Council approve this request.

BY: JENNIFER BENOIT, EXECUTIVE ASSISTANT

ATTACHMENTS:



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

MEMORANDUM

DATE: NOVEMBER 18, 2019
TO: MAYOR AND ASTORIA CITY COUNCIL
FROM: BRETT ESTES, CITY MANAGER
SUBJECT: LICENSE TO OCCUPY A PORTION OF THE 8TH AND 9TH STREET RIGHT-OF-WAY AND LEASE OF DOCK ENCROACHMENTS

DISCUSSION / ANALYSIS:

The City has received requests from David Kroening of the Bowline Investors, LLC. to occupy a portion of the 8th and 9th Street right-of-ways and a portion of the railroad right-of-way. The purpose of the 8th Street request is to construct a pedestrian walkway to accommodate a proposed hotel and document an existing dock encroachment at the northwest corner of the property. The purpose of the 9th Street request is to occupy space on the east side of the 9th Street right-of-way for a staircase for ingress/egress to a structure, and to document a private dock in public right-of-way that will accommodate various amenities to support the hotel (i.e. chairs, fire pit, etc.). The request for an encroachment in the railroad right-of-way is intended to document and existing private dock and new ingress/egress to the hotel.

City staff has reviewed the applications and recommends issuance of two licenses to occupy (LTO) and a lease for the requested encroachments. An LTO with a width of ten feet off of the east, 8th Street right-of-way line is recommended to document the proposed pedestrian walkway on the west side of the building. An LTO with a width of approximately sixty feet off the west, 9th Street right-of-way line is recommended to document the proposed staircase, private dock and various amenities on the east side of the building. A lease is recommended to document the existing private dock structure in the railroad right-of-way and a new pedestrian walkway proposed for the hotel. An exhibit map, copy of the proposed license agreements and proposed lease agreement are attached to this memo.

The LTO's and lease are recommended with the following general conditions:

1. A Building Permit will be required for any structure or portion of structure in the right-of-way or railroad right-of-way that would require a permit on private property.
2. A Right-of-Way Permit shall be obtained for any work in the street right-of-way.
3. Public access to the north limit of the docks within the right-of-way shall not be restricted.
4. Railroad crossing signage and striping will need to be implemented on the north side of the railroad tracks on 8th and 9th Street per the approved ODOT rail crossing order.
5. A structural inspection of the private docks will need to be completed prior to occupancy and at a minimum of every two years thereafter, with repairs made to ensure that it can support the intended loads for pedestrian, emergency vehicles, etc. The inspection and

repair documentation shall be submitted to the City.

6. Any improvements within the street or railroad right-of-way must be maintained by the property owner at their own expense.

Additional conditions for the License to Occupy portion of the 8th Street right-of-way are as follows (see area A on exhibit map):

1. Vehicle parking is not permitted in the 8th Street right-of-way LTO area.
2. The LTO area is intended to be ten feet wide and extend from the north limit of the new (forthcoming) Waterfront Bridge on 8th Street to the northern most encroachment in the 8th Street right-of-way.

Additional conditions for the License to Occupy portion of the 9th Street right-of-way are as follows (see area B on exhibit map):

1. Parking improvements on the structure will require review and approval from the Public Works Department. Public use of parking shall not be restricted.

Additional conditions for the Lease of Dock Encroachments are as follows (see area C on exhibit map):

1. Vehicle parking is not permitted in the lease area.
2. The lease area covers the area from the south property line (1 9th Street) to the northern edge of the River Trail, approximately eight feet north of the railroad track center line.
3. There will be no cost associated with the lease except applicable filing and recording fees. In lieu of a yearly lease amount, Bowline Investors agrees to maintain, repair, and replace the premises and the improvements including the decking pilings and other structural support of the decking as necessary to keep them safe for vehicle access, parking, deliveries, business operations, and also in good condition, and repair as compared to other comparable City maintained locations along the Riverwalk throughout the entire Term.

The LTO's will allow the City to document existing encroachments and allow some improvements without elimination of the public right-of-way. The lease has similar benefits, but is the instrument the City uses to document encroachments on rail-banked property. Mr. Kroening is aware of and is agreeable with these conditions. City Attorney Blair Henningsgaard has reviewed, and approved as to form, the attached Licenses and Lease Agreement.

RECOMMENDATION:

It is recommended that City Council approve two LTO's and a lease for the requested encroachments.

BY: SARAH HAMMOND, PUBLIC WORKS DIRECTOR ASSISTANT

ATTACHMENTS:

Exhibit Map - 1_9th Street.pdf

Bowline Investors Lease Agreement - Attorney Signed.pdf

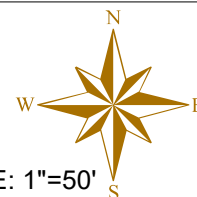
License - 8th Street - Attorney Signed.pdf

License - 9th Street - Attorney Signed.pdf

1-9TH ST BOWLINE INVESTORS

Exhibit Map

Proposed license to Occupy & Leased Area
10'x110' area on the East side of 80908CB00602
17'x195' area on South Side of 80908CB00602
& an area being 6,899.10 sq. ft. to the West of 80908CB00602



SCALE: 1"=50'

Legend

Proposed Areas

Type

	LEASE
	LTO



After recording return to:
Public Works Administration
City of Astoria
1095 Duane Street
Astoria OR 97103

**LEASE AGREEMENT
(Use of Real Property)**

This Lease Agreement, hereinafter referred to as "Agreement" made and entered into this _____ day of _____, 2019 by and between the City of Astoria, a municipal corporation of the State of Oregon, hereinafter referred to as "City", and Bowline Investors LLC, an Oregon Corporation, hereinafter referred to as "Lessee."

1. **PREMISES.** City hereby allows Lessee to use premises situated in the City of Astoria, County of Clatsop, State of Oregon, more particularly described as follows:

A portion of the former railroad right-of-way currently railbanked to the City of Astoria and described as approximately 17' x 195' (3,315 square feet) portion of Map T8N-R9W Section 8CB, Tax Lot 10100, the real property being south of the existing commercial structure located at 1 9th Street; Map T8N-R9W Section 8CB, Tax Lot 602.

Attached hereto and incorporated herein is a map depicting the subject real property as area C.

2. **USE.** City grants to Lessee the non-exclusive use of the subject premises for the purpose of vehicle access for parking, deliveries and hotel operations. No other use by Lessee is approved by this Agreement. Vehicle parking is not permitted in the leased area. Railroad crossing signage and striping must be implemented on the north side of the railroad tracks on 8th Street per the approved ODOT rail crossing order. Signage content and location shall be reviewed and approved by the City and shall be installed and maintained at the Lessee's expense.

- a) City grants to Lessee the right to use the subject premises for the purpose of constructing and maintaining a deck surface for the use by the Bowline Investors. Lessee's rights under this agreement are subject to the terms of its Trail Use/Railbanking Agreement with Burlington Northern Railway Company, no use, other than as described in this Lease and allowed by the Trail Use/Railbanking Agreement is approved by this Agreement.
- b) Lessee may post signage limiting access to its property but may not limit public access on the travelled portions of the River Walk. Sign content and location shall be reviewed and approved by the City and shall be installed and maintained at the Lessee's expense.
- c) Lessee shall maintain railing in its current size, design and location but may include a gate or other device to allow lessee's access to the premises.

- d) Lessee shall maintain, repair, and replace the premises and the River Walk area between 8th and 9th Streets as necessary to keep them in good order, condition, and repair throughout the entire Term. Lessee's obligations will extend to both structural and nonstructural items and to all maintenance, repair, and replacement work, including but not limited to unforeseen and extraordinary items.
- e) Lessee shall maintain a minimum 15' setback from the centerline of the railroad tracks for any structure or equipment installed above grade.

3. **TERM.** The term of this Agreement shall be 20 years from November 18, 2019 until November 18, 2039, unless terminated prior to such date. This Agreement may be extended for an additional period of 20 years upon the written request of Lessee and approval of City.

4. **RENT.** In lieu of a yearly lease amount, Lessee agrees to maintain, repair, and replace the Premises and the Improvements including the decking pilings and other structural support of the decking as necessary to keep them safe for vehicle access, parking, deliveries, business operations, and also in good order, condition, and repair as compared to other comparable City maintained locations along the Riverwalk throughout the entire Term. Lessee's obligations will extend to both structural and nonstructural items and to all maintenance, repair, and replacement work, including but not limited to unforeseen and extraordinary items. Failure of the Lessee to maintain, repair, and/or replace the area shall be grounds for termination of the lease.

5. **ADDITIONAL COSTS.** If any required maintenance or repair of the area is not accomplished by the Lessee and the City is required to perform the maintenance and/or repair, the Lessee may be responsible for the costs of the City to do the needed work. The City shall bill the Lessee for the costs incurred. If the sum payable by Lessee to City is not paid within thirty days of the date when first due, Lessee shall pay to the City an additional sum equal to 5% of the sum payable. The parties agree that the late charge represents a fair and reasonable estimate of the costs that City will incur by reason of the late payment. Collection of the late charge will not be considered a waiver of default nor of any other right or remedy. In addition, all amounts past due will bear 15% interest per month from the date first due until the date paid in full.

As a result of this agreement, the Premises may become taxable pursuant to ORS 307.110. Tenant shall advise the Clatsop County Tax Assessor's office at 820 Exchange Street, Astoria Oregon of this lease and take all necessary steps to ensure that the Premises are included on the annual tax role. Tenant shall pay all taxes levied against the Premises as additional rent. Throughout the Term of this Agreement, Lessee shall pay taxes as they become due.

6. **RIGHTS OF TERMINATION.** Either City or Lessee, upon prior written notice to the other, may terminate this Agreement upon thirty (30) days written notice without penalty or cost to the other, regardless of cause or lack thereof for termination. Lessee shall remove any improvements identified by the City from the site at Lessee's own expense within 90 days of notification by the City. Lessee shall surrender the Premises in a state of good condition and repair, free and clear of all occupancies.

In the event the Surface Transportation Board issues orders that provide, in effect, for reactivation of freight rail service on the railroad right-of-way a portion of which is covered by this lease, Lessee shall within 30 days' notice by City or the reactivating railroad vacate the premises, without penalty or cost to the City or the reactivating railroad.

7. **ASSIGNMENT AND SUBLEASING.** Lessee may not sell, assign, or in any other manner transfer this Agreement or any interest in this Agreement or the estate of Lessee under this Agreement without the prior written consent of City, which consent will not be unreasonably withheld, delayed, or conditioned. Consent by Lessor to one sale or assignment shall not constitute consent to other transfers or waiver of this section. Any sale or other transfer of a controlling share of Lessee shall be considered an assignment subject to the requirement of Lessor's consent.

8. **LIABILITY INSURANCE.** During the term of this Agreement, Lessee shall, at Lessee's expense obtain and keep in force a policy of comprehensive public liability insurance with policy limits not less than \$500,000 per injury and \$1,000,000 per occurrence. The limit of said insurance shall not limit the liability of the Lessee hereunder. Lessee may carry such insurance under blanket policy provided such insurance has a City's protective liability endorsement thereon. If Lessee shall fail to procure and maintain said insurance, City may, but shall not be required to, procure and maintain said insurance, at the expense of Lessee. Upon request, Lessee shall deliver to City certificates evidencing the existence and amounts of such insurance and naming City as Additional Insured. No policy shall be cancelable or subject to reduction of coverage except after thirty (30) days prior written notice to City.

9. **LIABILITY AND INDEMNITY.** Lessee shall indemnify and save the City harmless from all claims (including costs and expenses of defending against such claims) arising or alleged to arise from any act or omission of Lessee or Lessee's agents, employees or contractors occurring during the term of this Agreement in or about the Premises. Lessee agrees to use and occupy the Premises at Lessee's own risk and hereby releases City and City's agents and employees, from all claims for damage or injury brought on by Lessee to the full extent permitted by law. City in turn agrees to indemnify and save Lessee harmless from all claims, in negligence and torts (including cost and expenses of defending against such claims) arising or alleged to arise from any act or omission of City and City's agents, employees, or contractors occurring during the term of this Agreement.

10. **ATTORNEY FEES.** In the event a suit or action is instituted to enforce compliance with any of the terms, covenants or conditions of this Agreement, or to collect any rent payment which is due, the losing party shall pay such sum as may be adjudged reasonable as attorney fees at trial to be allowed by the prevailing party and in any appeal.

11. **BINDING EFFECT.** Subject to restrictions in this Agreement, this Agreement will be binding on and inure to the benefit of the successors and assigns of the parties.

In light of the right of each party to terminate this lease as set forth in Paragraph 6, there shall be no implied covenant of quiet enjoyment.

IN WITNESS WHEREOF, City and Lessee have executed this Agreement as of the date and year mentioned above.

City: THE CITY OF ASTORIA

By:

Attest:

Bruce Jones, Mayor

Brett Estes, City Manager

STATE OF OREGON)
) ss.
County of CLATSOP)

On this _____ day of _____, 2019, personally appeared BRETT ESTES, who, being first duly sworn, did say that he, BRETT ESTES, is the City Manager of the City of Astoria, a Municipal Corporation and that said instrument was signed on behalf of the City by authority of its City Council and they acknowledged the foregoing instrument to be its voluntary act and deed.

Notary Public for Oregon

Lessee: BOWLINE INVESTORS LLC

By: _____
David Kroening, President

STATE OF OREGON)
) ss.
County of CLATSOP)

On this _____ day of _____, 2019, personally appeared DAVID KROENING, President of Bowline Investors LLC, and acknowledged the foregoing instrument on behalf of Bowline Investors LLC to be his voluntary act and deed.

Notary Public for Oregon

APPROVED AS TO FORM:

Blair Henningsgaard, City Attorney

1-9TH ST BOWLINE INVESTORS

Exhibit Map

Proposed license to Occupy & Leased Area
10'x110' area on the East side of 80908CB00602
17'x195' area on South Side of 80908CB00602
& an area being 6,899.10 sq. ft. to the West of 80908CB00602



Legend

Proposed Areas

Type

	LEASE
	LTO



After recording, return to:
Public Works Administration
City of Astoria
1095 Duane Street
Astoria, OR 97103

LICENSE

AN AGREEMENT, made and entered into this ____ day of _____, 2019 between the CITY OF ASTORIA, a municipal corporation of the State of Oregon, hereinafter referred to as "City", and Bowline Investors, LLC, 409 Sid Snyder Drive, Long Beach, WA 98631, hereinafter referred to as "Bowline Investors".

WITNESSETH:

WHEREAS, Bowline Investors is the owner of certain real property in Astoria, Oregon, hereinafter referred to as "the Bowline Investors property", and more particularly described as: Tax Lot 00602, McClure's ASTORIA, in the City of Astoria, County of Clatsop and State of Oregon, and

WHEREAS, City is the owner of a public street right-of-way adjacent to and abutting the Bowline Investors property, hereinafter referred to as "the 8th Street right-of-way", and

WHEREAS, Bowline Investors wants to construct pedestrian walkway, hereinafter referred to as "the pedestrian walkway", on a portion of the 8th Street right-of-way, as it abuts the Bowline Investors property, and

WHEREAS, Bowline Investors has requested from City the right to locate the pedestrian walkway on the 8th Street right-of-way, as shown on the attached exhibit map as area A.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. City grants permission to Bowline Investors and Bowline Investors accepts City's permission to construct the pedestrian walkway on the 8th Street right-of-way as shown on the attached exhibit map as area A.
2. Bowline Investors' use of the 8th Street right-of-way is not "adverse" or contrary to the City in any way.
3. A Building Permit will be required for any structure or portion of structure in the right-of-way or railroad right-of-way that would require a permit on private property.
4. A City of Astoria Right-of-Way Permit must be obtained prior to construction.
5. Vehicle parking is not permitted the license area.
6. Public access to the north limit of the dock within the right-of-way and 8th Street shall not be restricted.
7. A structural inspection of the private dock shall be completed prior to occupancy and at a minimum of every two years thereafter, with repairs made to ensure that it can support the intended loads for 35

pedestrian, emergency vehicles, etc. The inspection and repair documentation shall be submitted to the City.

8. Any improvements within the right-of-way or railroad right-of-way must be maintained by the property owner at their own expense.
9. Neither Bowline Investors nor any subsequent owner or occupant of the pedestrian walkway will acquire any prescriptive rights in the 8th Street right-of-way. City may revoke its permission for Bowline Investors' continued use of the pedestrian walkway on the 8th Street right-of-way for any reason upon sixty days' prior written notice to Bowline Investors. Upon such notice, Bowline Investors or subsequent owner will remove the pedestrian walkway forthwith from the 8th Street right-of-way at his sole expense and restore right-of-way to a condition acceptable to the City.
10. Bowline Investors or his successor shall forever defend, indemnify and hold City harmless from any and all claim, loss or liability arising out of or in any way connected with his use of the 8th Street right-of-way, his conduct with respect to the same, or any condition thereof. In the event of any litigation or proceeding brought against City arising out of or in any way connected with any of the foregoing events or claims, Bowline Investors or his successor shall, upon notice from City, vigorously resist and defend against such actions or proceedings through legal counsel reasonably satisfactory to City.
11. The provision, covenants and agreements of this license shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and permissible assigns of the parties hereto.
12. In the event suit or action is instituted to enforce any of the terms of this license agreement, the prevailing party shall be entitled to recover from the other party such sum as the Court may adjudge reasonable as attorney fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.

Approved as to legal sufficiency

CITY OF ASTORIA, a
Municipal Corporation of
The State of Oregon,

CITY:

By: _____
Mayor

Attest: _____
City Manager

Property Owner

1-9TH ST BOWLINE INVESTORS

Exhibit Map

Proposed license to Occupy & Leased Area
10'x110' area on the East side of 80908CB00602
17'x195' area on South Side of 80908CB00602
& an area being 6,899.10 sq. ft. to the West of 80908CB00602



Legend

Proposed Areas

Type

	LEASE
	LTO



**After recording, return to:
Public Works Administration
City of Astoria
1095 Duane Street
Astoria, OR 97103**

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WITNESSETH:

WHEREAS, Bowline Investors is the owner of certain real property in Astoria, Oregon, hereinafter referred to as "the Bowline Investors property", and more particularly described as: Tax Lot 00602, McClure's ASTORIA, in the City of Astoria, County of Clatsop and State of Oregon, and

WHEREAS, City is the owner of a public street right-of-way adjacent to and abutting the Bowline Investors property, hereinafter referred to as "the 9th Street right-of-way", and

WHEREAS, Bowline Investors wants to construct a staircase and to document the existing dock encroachment in order to support various hotel amenities, hereinafter referred to as "staircase and dock amenities", on a portion of the 9th Street right-of-way, as it abuts the Bowline Investors property, and

WHEREAS, Bowline Investors has requested from City the right to locate the staircase and dock amenities on the 9th Street right-of-way, as shown on the attached exhibit map as area B.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. City grants permission to Bowline Investors and Bowline Investors accepts City's permission to construct the staircase and dock amenities on the 9th Street right-of-way as shown on the attached exhibit map as area B.
2. Bowline Investors' use of the 9th Street right-of-way is not "adverse" or contrary to the City in any way.
3. A Building Permit will be required for any structure or portion of structure in the right-of-way or railroad right-of-way that would require a permit on private property.
4. A City of Astoria Right-of-Way Permit must be obtained prior to construction.
5. Parking improvements on the structure will require review and approval from the Public Works Department. Public use of parking shall not be restricted.
6. Public access to the north limit of the dock within the right-of-way and 9th Street shall not be restricted.

7. A structural inspection of the private dock shall be completed prior to occupancy and at a minimum of every two years thereafter, with repairs made to ensure that it can support the intended loads for pedestrian, emergency vehicles, etc. The inspection and repair documentation shall be submitted to the City.
8. Any improvements within the right-of-way or railroad right-of-way must be maintained by the property owner at their own expense.
9. Neither Bowline Investors nor any subsequent owner or occupant of the staircase and dock amenities will acquire any prescriptive rights in the 9th Street right-of-way. City may revoke its permission for Bowline Investors' continued use of the staircase and dock amenities on the 9th Street right-of-way for any reason upon sixty days' prior written notice to Bowline Investors. Upon such notice, Bowline Investors or subsequent owner will remove the staircase and dock amenities forthwith from the 9th Street right-of-way at his sole expense and restore right-of-way to a condition acceptable to the City.
10. Bowline Investors or his successor shall forever defend, indemnify and hold City harmless from any and all claim, loss or liability arising out of or in any way connected with his use of the 9th Street right-of-way, his conduct with respect to the same, or any condition thereof. In the event of any litigation or proceeding brought against City arising out of or in any way connected with any of the foregoing events or claims, Bowline Investors or his successor shall, upon notice from City, vigorously resist and defend against such actions or proceedings through legal counsel reasonably satisfactory to City.
11. The provision, covenants and agreements of this license shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and permissible assigns of the parties hereto.
12. In the event suit or action is instituted to enforce any of the terms of this license agreement, the prevailing party shall be entitled to recover from the other party such sum as the Court may adjudge reasonable as attorney fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.

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CITY:

By: _____
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Type

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	LTO

