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# AGENDA

## ASTORIA DEVELOPMENT COMMISSION

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May 16, 2016

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

1. CALL TO ORDER

2. ROLL CALL

3. REPORTS OF COMMISSIONERS

4. CHANGES TO AGENDA

5. CONSENT CALENDAR

The items on the Consent Calendar are considered routine and will be adopted by one motion unless a member of the Astoria Development Commission requests to have any item considered separately. Members of the community may have an item removed if they contact the City Manager by 5:00 p.m. the day of the meeting.

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.

- (a) Urban Renewal Legal Services – Contract for Services (Community Development)
- (b) Lease Agreement with Astoria Downtown Historic District Association (ADHDA) for the 15<sup>th</sup> Annual Pacific Northwest Brew Cup Beer Festival (City Manager)

THIS MEETING IS ACCESSIBLE TO THE DISABLED. AN INTERPRETER FOR THE HEARING IMPAIRED MAY BE REQUESTED UNDER THE TERMS OF ORS 192.630 BY CONTACTING JULIE YUILL, CITY MANAGER'S OFFICE, 503-325-5824.



# CITY OF ASTORIA

Founded 1811 • Incorporated 1856

May 12, 2016

## MEMORANDUM

TO: ASTORIA DEVELOPMENT COMMISSION (ADC)

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: ASTORIA DEVELOPMENT COMMISSION (ADC) MEETING OF MAY 16, 2016

### **REGULAR AGENDA ITEMS**

**Item 6(a): Urban Renewal Legal Services – Contract for Services (Community Development)**

The Astoria Development Commission contracted with Jeannette Launer for urban renewal legal services for many years. As a result of Ms. Launer's retirement, staff has researched available lawyers and firms who are capable of providing this unique skill set. Beery Elsner & Hammond LLP has practiced in local government since 1998 providing a range of legal services for local cities in Oregon, including urban renewal, and is a leader in this field. Attached is a contract with Beery Elsner & Hammond LLP. The contract is an on call for services type contract. It has been reviewed by the City Attorney as to form. The contract requires ADC review and consideration. It is recommended that the Commission execute the contract for legal services.

**Item 6(b): Lease Agreement with Astoria Downtown Historic District Association (ADHDA) for the 15<sup>th</sup> Annual Pacific Northwest Brew Cup Beer Festival (City Manager)**

The Annual Pacific Northwest Brew Cup Beer Festival (Brew Cup) is proposed be held September 23 – 25, 2016. 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. 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.



# CITY OF ASTORIA

Founded 1811 • Incorporated 1856

May 9, 2016

## MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: URBAN RENEWAL LEGAL SERVICES - CONTRACT FOR SERVICES

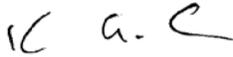
### DISCUSSION/ANALYSIS

The Astoria Development Commission (ADC) contracted with Jeannette Launer for urban renewal legal services for many years. As a result of Ms. Launer's retirement, staff has researched available lawyers and firms who are capable of providing this unique skill set. Beery Elsner & Hammond LLP has practiced in local government since 1998 providing a range of legal services for local cities in Oregon, including urban renewal, and is a leader in this field.

Attached is a contract with Beery Elsner & Hammond LLP. The contract is an on call for services type contract. It has been reviewed by the City Attorney as to form. The contract requires ADC review and consideration.

### RECOMMENDATION

It is recommended that the Commission execute the contract for legal services.

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

**ASTORIA DEVELOPMENT COMMISSION  
CONTRACT FOR PROFESSIONAL SERVICES**

**CONTRACT:**

This Contract, made and entered into this \_\_\_ day of May 2016, by and between the Astoria Development Commission, hereinafter called "ADC", and Beery Elsner & Hammond LLP hereinafter called "CONSULTANT", duly authorized to perform legal services in Oregon.

**WITNESSETH**

WHEREAS, the ADC requires services which CONSULTANT is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, CONSULTANT is able and prepared to provide such services as ADC does hereinafter require, under those terms and conditions set forth; now, therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. CONSULTANT SERVICES

A. CONSULTANT shall perform professional legal services for the Astoria Development Commission related to the amendment and ongoing operation of the Astor West Urban Renewal plan.

B. Consultant's services are defined solely by this Contract and not by any other contract or agreement that may be associated with this project.

C. The CONSULTANT'S services shall be performed as expeditiously as is consistent with professional skill and the orderly progress of work.

2. COMPENSATION

A. The ADC agrees to pay CONSULTANT for services per the attached letter dated April 20, 2016. CONSULTANT may periodically request an increase to the hourly rates identified in the attached letter, which ADC may accept or reject in its sole discretion. If the ADC rejects a proposed rate increase, CONSULTANT may terminate this Contract with at least 30 days prior notice to ADC. CONSULTANT warrants that it will not request a rate increase any earlier than at least 24 months after the date identified above.

B. The CONSULTANT will submit monthly billings for payment.

C. ADC certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract.

3. CONSULTANT IDENTIFICATION

CONSULTANT shall furnish to the ADC CONSULTANT'S federal employer identification number, or CONSULTANT'S Social Security Number, as ADC deems applicable.

4. ADC'S REPRESENTATIVE

For purposes hereof, the ADC'S authorized representative will be Kevin Cronin, Community Development Director, City of Astoria, 1095 Duane Street, Astoria, Oregon, 97103, (503) 338-5183, [kcronin@astoria.or.us](mailto:kcronin@astoria.or.us).

5. CONSULTANT'S REPRESENTATIVE

For purposes hereof, the CONSULTANT'S authorized representative will be David F. Doughman, Beery Elsner & Hammond LLP, 1750 SW Harbor Way Suite 380, Portland OR 97201-5106, [david@gov-law.com](mailto:david@gov-law.com), 503-226-7191.

6. ADC'S OBLIGATIONS

In order to facilitate the work of the CONSULTANT as above outlined, the ADC shall furnish to the CONSULTANT access to all relevant documents, maps, aerial photographs, reports and site information which is in the City's possession concerning the project area. In addition, the ADC shall act as liaison for the CONSULTANT, assisting the CONSULTANT with making contacts and facilitating meetings, as necessary.

7. CONSULTANT IS INDEPENDENT CONTRACTOR

A. CONSULTANT'S services shall be provided under the general supervision of ADC's project director or his designee, but CONSULTANT shall be an independent CONTRACTOR for all purposes and shall be entitled to no compensation other than the compensation provided for under Section 2 of this Contract,

B. CONSULTANT acknowledges that for all purposes related to this Contract, CONSULTANT is and shall be deemed to be an independent contractor and not an employee of the City of Astoria (City), shall not be entitled to benefits of any kind to which an employee of the City is entitled and shall be solely responsible for all payments and taxes required by law; and furthermore in the event that CONSULTANT is found by a court of law or an administrative agency to be an employee of the City for any purpose, ADC shall be entitled to offset compensation due, or, to demand repayment of any amounts paid to CONSULTANT under the terms of the Contract, to the full extent of any benefits or other remuneration CONSULTANT receives (from ADC or third party) as result of said finding and to the full extent of any payments that ADC is required to make (to CONSULTANT or a third party) as a result of said finding.

C. The undersigned CONSULTANT hereby represents that no employee of the City of Astoria, or any partnership or corporation in which a City of Astoria employee has an interest, has or will receive any remuneration of any description from the CONSULTANT, either directly or indirectly, in connection with the letting or performance of this Contract, except as specifically declared in writing.

8. CANCELLATION FOR CAUSE

ADC may cancel all or any part of this Contract at any time for any reason with 30 days notice to CONSULTANT,

9. ACCESS TO RECORDS

ADC shall have access to and is entitled to copies of all books, documents, papers and records as are pertinent to the services rendered under this contract.

10. FORCE MAJEURE

Neither ADC nor CONSULTANT shall be considered in default because of any delays in completion of responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the party so disabled provided the party so disabled shall within ten (10) days from the beginning such delay notify the other party in writing of the causes of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation.

11. NONWAIVER

The failure of the ADC to insist upon or enforce strict performance by CONSULTANT of any of the terms of this Contract or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.

12. ATTORNEY'S FEES

In the event suit or action is instituted to enforce any of the terms of this contract, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorney's fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.

13. APPLICABLE LAW

The law of the State of Oregon shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it.

14. CONFLICT BETWEEN TERMS

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the proposal of the CONSULTANT, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

15. INDEMNIFICATION

With regard to Comprehensive General Liability, CONSULTANT agrees to indemnify and hold harmless the ADC, City of Astoria, its Officers, and Employees against and from any and all loss, claims, actions, suits, and expenses for or on account of injury, bodily or otherwise to, or death of persons, damage to or destruction of property belonging to city, consultant, or others resulting from or arising out of CONSULTANT'S negligent acts, errors or omissions in services pursuant to this Agreement. This agreement to indemnify applies whether such claims are meritorious or not; provided, however, that if any such liability, settlements, loss, defense costs or expenses result from the concurrent negligence of CONSULTANT ADC and City of Astoria any obligation to assume defense costs applies only to the extent of the negligence or alleged negligence of the CONSULTANT.

With regard to Professional Liability, CONSULTANT agrees to indemnify and hold harmless the ADC and City of Astoria, its Officers and Employees from any and all liability, settlements, loss, reasonable defense costs, attorney fees and expenses arising out of CONSULTANT'S negligent acts, errors or omissions in service provided pursuant to this Agreement; provided, however, that if any such liability, settlements, loss, defense costs or expenses result from the concurrent negligence of CONSULTANT and the ADC, this indemnification agreement applies only to the extent of negligence of CONSULTANT.

With respect to Commercial Liability and Professional Liability, CONSULTANT reserves the right to approve the choice of counsel.

16. INSURANCE

Prior to starting work hereunder, CONSULTANT, at CONSULTANT'S cost, shall secure and continue to carry during the term of this contract, with an insurance company acceptable to the ADC and the City of Astoria, the following insurance, written on an occurrence basis, in amounts not less than the limitations on liability for local public bodies provided in ORS 30.272 and ORS 30.273:

A. Commercial General Liability. CONSULTANT shall obtain, Commercial General Liability Insurance covering bodily injury and property damage. Coverage shall include consultants, subconsultants and anyone directly or indirectly employed by either.

B. Automobile Liability. CONSULTANT shall obtain, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits).

C. Additional Insured. The liability insurance coverage shall include the ADC and the City of Astoria and its officers and employees as Additional Insured but only with respect to CONSULTANT'S activities to be performed under this Contract. Coverage will be primary and non-contributory with any other insurance and self-insurance. Prior to starting work under this Contract, CONSULTANT shall furnish a certificate to the ADC from each insurance company providing insurance showing that the ADC and the City of Astoria and its officers and employees are additional insureds, the required coverage is in force, stating policy numbers, dates of expiration and limits of liability, and further stating that such coverage is primary and not contributory.

D. Professional Liability Insurance. The CONSULTANT shall have in force a policy of Professional Liability Insurance. The CONSULTANT shall keep such policy in force and current during the term of this contract.

E. Notice of Cancellation or Change. There will be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from CONSULTANT or its insurers to the ADC and the City of Astoria. Any failure to comply with the reporting provisions of this clause will constitute a material breach of this Contract and will be grounds for immediate termination of this Agreement.

17. WORKMEN'S COMPENSATION

The Contractor, its subcontractors, if any, and all employers working under this Agreement are either subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers, or are employers that are exempt under ORS 656.126.

18. LABORERS AND MATERIALMEN, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND, LIENS AND WITHHOLDING TAXES

Contractor shall make payment promptly, as due, to all persons supplying contractor labor or material for the prosecution of the work provided for this contract.

Contractor shall pay all contributions or amounts due the Industrial Accident Fund from contractor or any subcontractor incurred in the performance of the contract.

Contractor shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

19. PAYMENT OF CLAIMS BY PUBLIC OFFICERS

If the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the proper officer or officers representing the municipality may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of such contract.

The payment of a claim in the manner here authorized shall not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims.

20. PAYMENT OF MEDICAL CARE

Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury to the employees of such contractor, of all sums which the contractor agrees to pay for such services and all moneys and sums which the contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

21. OVERTIME

Consultant's employees shall be paid for overtime work performed under this contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. Sections 201 to 209).

22. USE OF DRAWINGS AND OTHER DOCUMENTS

The ADC shall own all documents prepared by the CONSULTANT for the project along with all common law, statutory and other reserved rights, including the copyright. CONSULTANT shall provide such document to ADC on media acceptable by ADC.

23. STANDARD OF CARE

The standard of care applicable to consultant's services will be the skill and diligence normally employed by attorneys performing the same or similar services at the time CONSULTANT'S services are performed. CONSULTANT will re-perform any services not meeting this standard without additional compensation.

24. THIRD PARTY BENEFICIARIES

This contract gives no rights or benefits to anyone other than the ADC the City of Astoria and CONSULTANT and there are no other third party beneficiaries.

25. SEVERABILITY AND SURVIVAL

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability shall survive termination of this Agreement for any cause.

26. NONDISCRIMINATION

It is the policy of the City of Astoria that no person shall be denied the benefits of or be subject to discrimination in any City program, service, or activity on the grounds of age, disability, race, religion, color, national origin, sex, sexual orientation, gender identity/expression. The City of Astoria also requires it's contractors to comply with this policy.

27. COMPLETE CONTRACT

This Contract and its referenced attachments constitute the complete contract between ADC and CONSULTANT and supersedes all prior written or oral discussions or agreements. CONSULTANT services are defined solely by this Contract and its attachments and not by any other contract or agreement that may be associated with this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first written above.

Approved as to form:



Digitally signed by  
com.apple.idms.appleid.prd.49317566476d4a3  
867754144546f59324e744d354e773d3d  
DN:  
cn=com.apple.idms.appleid.prd.49317566476d  
4a3867754144546f59324e744d354e773d3d  
Date: 2016.05.10 10:28:18 -0800

Attorney

**ASTORIA DEVELOPMENT COMMISSION**

BY: \_\_\_\_\_  
ADC Chair Date

BY: \_\_\_\_\_  
ADC Manager Date

**BEERY ELSNER & HAMMOND LLP**

BY: \_\_\_\_\_  
Consultant Date



Beery Elsner  
& Hammond LLP

April 20, 2016

**SENT VIA ELECTRONIC MAIL**

Kevin Cronin  
Community Development Director  
City of Astoria  
Community Development Department  
1095 Duane Street  
Astoria, OR 97103

Re: Engagement of Legal Services

Dear Kevin:

Upon your signature, this letter will confirm that Beery, Elsner & Hammond, LLP ("BEH") has been engaged by the Astoria Development Commission ("Commission") to represent the Commission with respect to general legal matters as you may assign to BEH.

Our rates for this work will be:

- \$245 per hour for partners and "of counsel";
- \$235 per hour for senior associates
- \$225 per hour for associates;
- \$140 per hour for paralegals;
- \$110 per hour for our legal assistants.

We submit statements each month showing all services performed, who performed them and what the cost of the services was. We bill for out-of-pocket costs without markup, including mileage.

We will act at your direction in completing our work in this matter. Any correspondence that we produce to third parties on this matter will be copied to you and others you deem appropriate. We appreciate the opportunity to be of service to you and the

May 9, 2016

Page 2

Commission, and we look forward to working with you. If you have any questions or concerns, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "David F. Doughman". The signature is stylized with a large initial "D" and a long horizontal stroke extending to the right.

David F. Doughman  
DFD/aw

Accepted by:

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Kevin Cronin  
Community Development Director



# CITY OF ASTORIA

Founded 1811 • Incorporated 1856

May 9, 2016

## MEMORANDUM

TO: ASTORIA DEVELOPMENT COMMISSION

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: LEASE AGREEMENT WITH ASTORIA DOWNTOWN HISTORIC DISTRICT ASSOCIATION (ADHDA) FOR THE 14<sup>TH</sup> ANNUAL PACIFIC NORTHWEST BREW CUP BEER FESTIVAL

### **DISCUSSION/ANALYSIS**

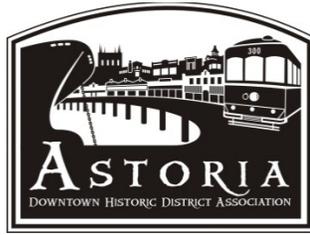
The Annual Pacific Northwest Brew Cup Beer Festival (Brew Cup) is proposed be held September 23, 2016 - September 25, 2016. This event includes activities such as a vending of craft beer, food booths, and live music. For the past five years, the Brew Cup has been held on the Astoria Development Commission (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. Proceeds from this event would benefit ADHDA.

The time frame for the lease would be for four days, beginning Thursday September 22, 2016 and ending Sunday, September 25, 2016. 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 22, 2016 and ending Sunday, September 25, 2016 for a total sum of \$1.00.



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

May 10, 2016

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

RE: Pacific NW Brew Cup 2016

Dear Astoria Development Commission:

The Astoria Downtown Historic District Association (ADHDA) has organized the Pacific Northwest Brew Cup, the premier beer festival on Oregon's North Coast for the last 6 years. The festival is scheduled to be held the last weekend in September, the 23<sup>th</sup>, 24<sup>th</sup> and 25<sup>th</sup>. We would like to get permission from the Astoria Development Commission to use the public park space directly to the east of the Historic Train Station as we have the last five years. The ADHDA has been in contact with the Columbia River Maritime Museum and has their permission for the event on the condition we control parking in their lot until after 4pm. This permission also includes the space east of the Barbey Center. The ADHDA will obtain all of the necessary OLCC permits and insurance to run the event. The ADHDA will also 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 Growler Sunday. Last call on all evenings will be given at 9:30pm after which no alcohol will be served. The PNW Brew Cup has become an excellent festival and destination for locals and visitors, with the combination of great weather (hopefully), lots of people (about 3000,) wonderful music and of course, beers, ciders and wine . We typically have 4-5 local food vendors as well as a "kids" play tent which keeps everyone entertained and happy.

We ask that the Development Commission support this festival by allowing use of the city property from Thursday, September 22<sup>th</sup> through Sunday, September 25<sup>th</sup>.

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

Sincerely,

Dulcye Taylor

President, Astoria Downtown Historic District Association

Dulcye@astoriadowntown.com

**LEASE AGREEMENT  
FOR PUBLIC PROPERTY LOCATED AT 250- 21<sup>ST</sup> STREET  
PERMISSION TO USE PUBLIC SPACE AND PERMITS**

**PARTIES:** This Agreement is entered into between the **ASTORIA DEVELOPMENT COMMISSION**, hereinafter referred to as ADC,

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

**PROPERTY TO BE LEASED:** 250 – 21<sup>st</sup> Street, consisting of Tax Map T8N, R9W, Section 8DA, Tax Lot 203, hereinafter referred to as Property.

**WHEREAS:**

- A. ADHDA desires to lease space from the ADC to provide a central location for event activities including, but not limited to, the placement of tents, preparation of food and beverage, and other activities associated with the Annual Pacific Northwest Brew Cup Beer Festival for use and enjoyment by patrons of downtown businesses and all citizens of Astoria, and
- B. Assisting ADHDA in securing a central community gathering place will provide economic and community development benefits to the public, and will also enhance the ability of ADC to attract consumers and tourists, and
- C. The use of the Property owned by the ADC can be enhanced through a lease to ADHDA.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants and agreements contained herein, and for other good and valuable consideration, it is agreed between the Parties as follows:

1. **LEASE PERIOD AND LEASE PAYMENT:** The lease from the ADC to ADHDA shall run from September 22, 2016 through September 25, 2016 at a lease amount of \$1.00 for the entire length of the lease.
2. **ADC'S REPRESENTATIVE:** For purposes hereof, the ADC'S authorized representative will be Brett Estes, City Manager, City of Astoria, 1095 Duane Street, Astoria, Oregon, 97103, (503) 325-5824, bestes@astoria.or.us.
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 23 and 24, 2016, from noon to 5:00 p.m. on Sunday, September 25, 2016, and for set-up on Thursday, September 22, 2016 (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 23 and 24, 2016, and from 12:00 noon to 5:00p.m. on Sunday, September 25, 2016.
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 for damages to the Property and liability insurance in amounts not less than the limitations on liability for local public bodies provided in ORS 30.272 and ORS 30.273. 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. **NONDISCRIMINATION:** It is the policy of the City of Astoria that no person shall be denied the benefits of or be subject to unlawful discrimination in any City program, service, or activity on the grounds of age, disability, race, religion, color, national origin, sex, sexual orientation, gender identity/expression. ADHDA, its employees, agents and subcontractors shall comply with this policy.
19. **ATTORNEY FEES:** If suit or action is brought by either Party to enforce any right created by this Agreement, the prevailing Party shall be entitled to recover in any trial court, and appellate courts, including costs and disbursements and reasonable attorney fees.

**IN WITNESS WHEREOF,** the Parties have, on this \_\_\_\_\_day of \_\_\_\_\_, 2016 set their hands by and through their duly authorized agents.

**ASTORIA DEVELOPMENT COMMISSION**

**ADHDA**

By: \_\_\_\_\_  
Arline LaMear, ADC Chair

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

By: \_\_\_\_\_  
Brett Estes, City Manager

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney