



IMPROVING OUR COMMUNITY

COLUMBIA GATEWAY URBAN RENEWAL AGENCY

CITY OF THE DALLES

AGENDA

COLUMBIA GATEWAY URBAN RENEWAL AGENCY BOARD

Meeting Conducted in a Room in Compliance with ADA Standards

Tuesday, January 15, 2019

5:30 p.m.

City Hall Council Chambers

313 Court Street

The Dalles, Oregon

- I. CALL TO ORDER
- II. ROLL CALL
- III. PLEDGE OF ALLEGIANCE
- IV. APPROVAL OF AGENDA
- V. APPROVAL OF MINUTES – November 27, 2018
- VI. PUBLIC COMMENT
- VII. EXECUTIVE SESSION
 - A. Recess to Executive Session in accordance with ORS 192.660(2)(e) to conduct deliberations with persons designated by the governing body to negotiate real property transactions.
 - B. Reconvene to Open Session
 - C. Decision following Open Session
- VIII. ACTION ITEMS
 - A. Approval of purchase agreement for Recreation Building and authorization for execution of Disposition and Development Agreement
 - B. Approval of purchase agreement for Blue Building and authorization to proceed with draft of Disposition and Development Agreement
 - C. Authorization to prepare and enter into an Exclusive Negotiating Agreement with Hanlon Development Company
- IX. STAFF COMMENTS

Next Regular Meeting Date: February 19, 2019
- X. BOARD MEMBERS COMMENTS OR QUESTIONS
- XI. ADJOURNMENT

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IMPROVING OUR COMMUNITY

COLUMBIA GATEWAY URBAN RENEWAL AGENCY
CITY OF THE DALLES

MINUTES

COLUMBIA GATEWAY URBAN RENEWAL AGENCY BOARD

Meeting Conducted in a Room in Compliance with ADA Standards

Tuesday, November 27, 2018

5:30 p.m.

City Hall Council Chambers
313 Court Street
The Dalles, Oregon

CALL TO ORDER

Chair Miller called the meeting to order at 5:30 p.m.

ROLL CALL

Present: Staci Coburn, John Fredrick, Steve Kramer, Darcy Long-Curtiss, Linda Miller, Chuck Raleigh and Bob Delaney

Absent: Scott Baker and Taner Elliott

Staff Present: Urban Renewal Manager Steve Harris
City Attorney Gene Parker arrived at 5:57 p.m.

In Attendance: Five

PLEDGE OF ALLEGIANCE

Chair Miller led the Pledge of Allegiance.

APPROVAL OF AGENDA

Board Member Kramer moved to approve the agenda; Board Member Fredrick seconded the motion. The motion passed unanimously.

APPROVAL OF MINUTES

Board Member Fredrick moved to approve the minutes of October 16, 2018, as corrected. Board Member Raleigh seconded the motion; the motion passed unanimously.

PUBLIC COMMENT

None.

PRESENTATION

Kathy Fitzpatrick, Project/Mobility Manager, Mid-Columbia Economic Development District, gave a presentation on Transit Planning and Operations in The Dalles, Exhibit 1.

EXECUTIVE SESSION

Pursuant to Item IX. A. of the Urban Renewal Agency Board Agenda dated November 27, 2018, which cites ORS 192.660(2)(e), the Board adjourned to Executive Session at 6:07 p.m.

Chair Miller reconvened the Open Session at 6:59 p.m.

Rodger Nichols, 1617 Oregon Street, The Dalles

Mr. Nichols stated according to the Attorney General, items covered in Executive Session must be referred to specifically, or not at all.

ACTION ITEMS

A. Authorization to Prepare and Enter into an Exclusive Negotiating Agreement with Hanlon Development Company

Director Harris stated Ms. Hanlon had purchased the Griffith Motors site on East Third Street. She was considering a mixed-use project with retail on the ground floor and residences on the upper floors. Hanlon is seeking funds to move utilities underground as well as a reduction in system development charges. The ENA would be for a 120-day period with allowance for additional extensions.

Director Harris informed the Board that a consulting firm would be retained to prepare an economic impact analysis.

Board consensus was to direct staff to prepare the ENA. No action needed.

B. Recreation Building Demolition Estimate

Crestline Construction provided a bid on demolition of the Recreation Building. The bid ranged from \$350,000 to \$500,000 as a starting point.

STAFF COMMENTS

Director Harris provided comments:

- The next meeting is scheduled for December 18, 2018. Board consensus was to keep the meeting as scheduled.
- The City received a Business Oregon Grant to perform a downtown Brownfields Study. The consultant requested a representative from the Board. Board Member Long-Curtiss volunteered to represent the Board.
- The draft Scope of Work and Proposal for the downtown Visioning Exercise Study was completed and submitted. The Oregon Department of Land Conservation and Development approved the proposal. Additional details would be provided as the project progressed.
- The Economic Opportunities Analysis Study would begin soon. This study is an update to the study done in 2011 to look at industrial and commercial land in the City to project demand and future needs. The study is necessary should the City decide to move forward with an Urban Growth Boundary expansion.
- Documentation for the CDBG Home Repair Program was filed for a \$400,000 grant.

BOARD MEMBERS COMMENTS OR QUESTIONS

Board Member Fredrick referred to the transit plan presented earlier in the meeting. He said an increase in services would result in an increase in taxes which would potentially force out the people that needed help.

Chair Miller stated when she moved here in 1958 bus service was available.

ADJOURNMENT

Chair Miller adjourned the meeting at 7:14 p.m.

Respectfully Submitted
Paula Webb, Community Development Secretary

Linda Miller, Chair

DRAFT



Public Transportation in The Dalles

For the Columbia Gateway Urban Renewal Agency Board

Kathy Fitzpatrick, MCEDD

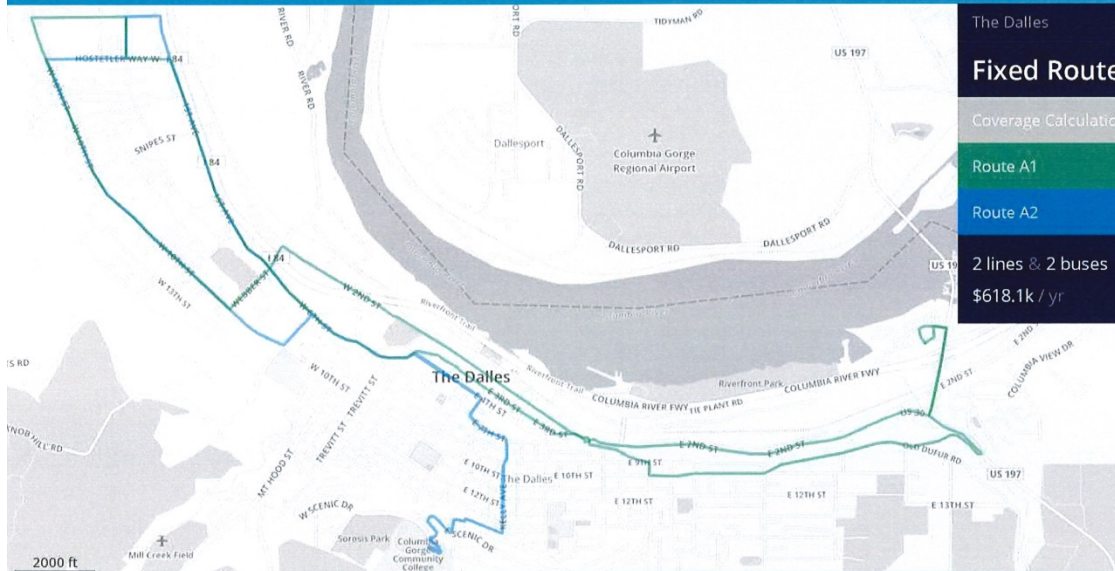
November 27, 2018




Why do we need transit in The Dalles?

- Mitigate traffic congestion and parking issues
- Employers are asking for it
- Better Land Use and Value
- Equal Access to opportunities:
 - Employment, Education
- Aging in Place
- Independent Youth
- Family Financial health
- Affordable Housing, affordable development
- Healthy community: active living, social health and connectivity
- Millennials: Freedom is not a car. It's a phone.

The Dalles TSP: Transit Feasibility Analysis



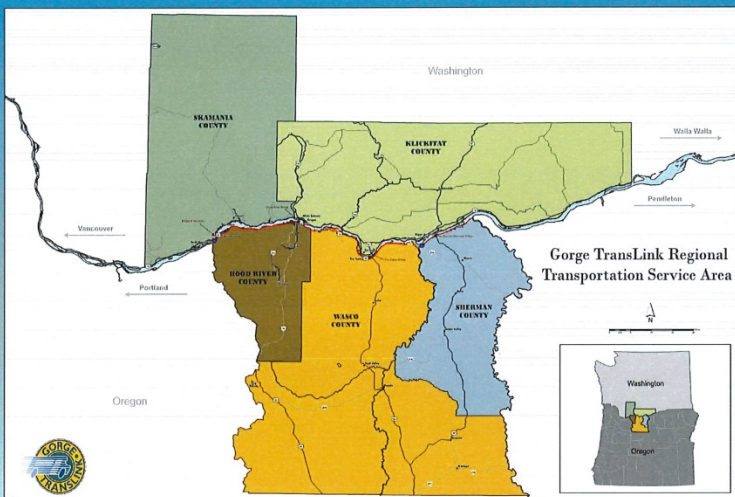


GORGE TRANSLINK

Your Gateway to Mobility in the Mid-Columbia River Gorge

Regional Transportation Service Providers

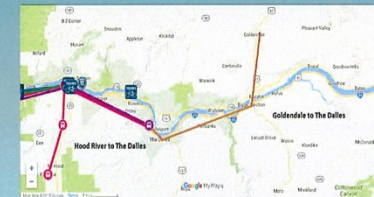
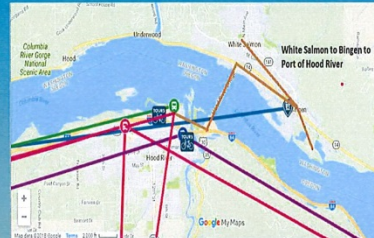
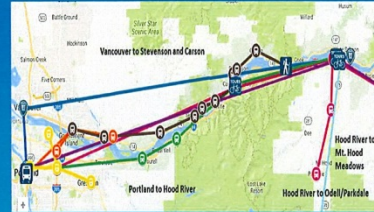
- Columbia Area Transit (Hood River Co.)
- The Link (Northern Wasco Co.)
- Sherman County Community Transit
- Skamania County Public Transit / WET Bus
- Mt. Adams Transportation Service (Klickitat Co.)
- The Columbia Gorge Express (ODOT)
- Mt Hood Meadows Shuttle (Mt. Hood Meadows)



The map shows the regional transportation service area, covering Skamania, Hood River, Wasco, and Sherman counties. It includes major roads like I-5 and I-90, and cities such as Vancouver, Portland, and Walla Walla. An inset map shows the location of the service area within the state of Washington and Oregon.

New Fixed Route Transit Services in the Columbia Gorge

Transportation Provider	Key Destinations	Service Days	Approx. Daily Round Trips
Mt Adams Transportation Service (Klickitat County- MATS)	White Salmon--Bingen--Port of Hood River	M-F	11
Mt Adams Transportation Service (MATS)	Goldendale--The Dalles (including city loop)	M-F	5
Skamania County West End Transit (WET Bus)	Carson--Vancouver	M-F	2
Skamania County Dog Mountain Shuttle System	Stops at popular trailheads	Sat/Sun (July-Sept)	2
Columbia Area Transit (Hood River County Transp. District)	Stevenson--Dog Mountain Trailhead	F, Sat, Sun (March-July)	13
CAT	Hood River City Route	M-F	12
CAT	HR City to Upper Valley	M-F	9
CAT	The Dalles	M-F	8
CAT	Hood River to Cascade Locks	M-F	7
CAT	Portland	T, Wed, Thurs,	2
CAT Transit Pink Trolley	Port of Hood River through Downtown to the Heights	Sat and Sun	Continuous
Columbia Gorge Express (ODOT)	Portland to Port of Hood River	Mon-Sunday	4-5
Mt Hood Meadows Shuttle (Mt. Hood Meadows)	Port of Hood River to Mt. Hood Meadows	Fri-Sun-Sat & Holidays (winter)	9
Commuter Bus	Portland-Hood River	M-F (coming soon)	2
The Link (Wasco County)	Shopping Bus, Farmers Market	Fixed route coming April 2019	



New Public Transit Services: Fixed Routes

- Columbia Gorge Express: —
- Columbia Area Transit: —
- Mt. Adams Transportation Service: —
- West End Transit/Skamania County: —
- The Link: —
- Mt Hood Express: —
- Mt Hood Meadows Shuttle: —



New Public Transportation Opportunities for the Gorge

- Fixed Route Service Expansions
- Annual Employer Pass
- Cool new Tech: Mobile App, GTFS, Website
- Public/Private Partnerships and Grants
- HB 2017 and State Transportation Improvement Fund

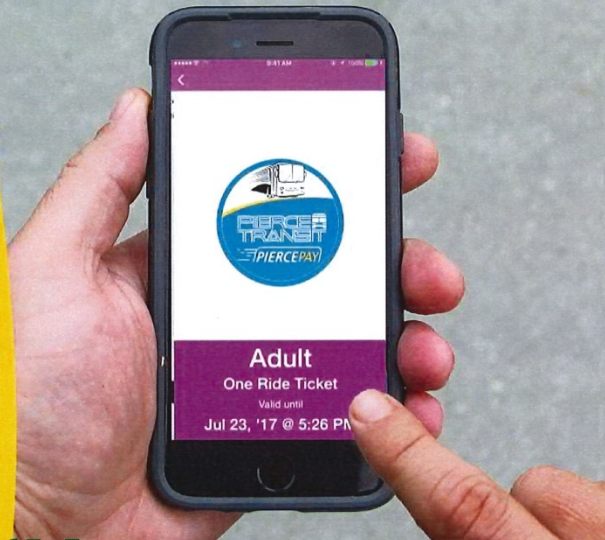
Hopthru Mobile Ticketing App

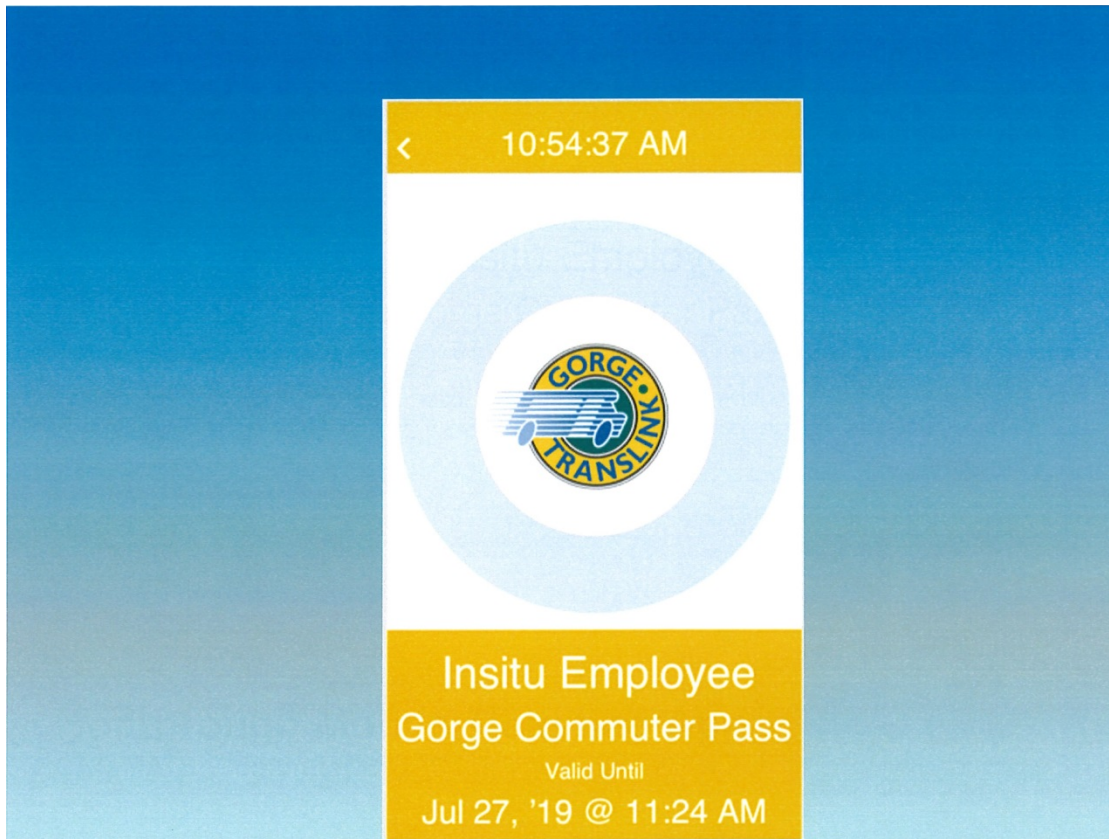
CAT, MATS, Commuter Bus, CGE, The Link

3 Activate

Activate the Ticket or All Day Pass when you see your bus approaching.

Note: One Ride Tickets are valid for 10 minutes after activation.





Trip Planner

Trip planning is provided using Google Maps.

Start

 e.g. PCT Winter Trailhead

End

 e.g. 650 Parkway Ave, Hood River, OR 97031

☒ Depart at ☐ Arrive by

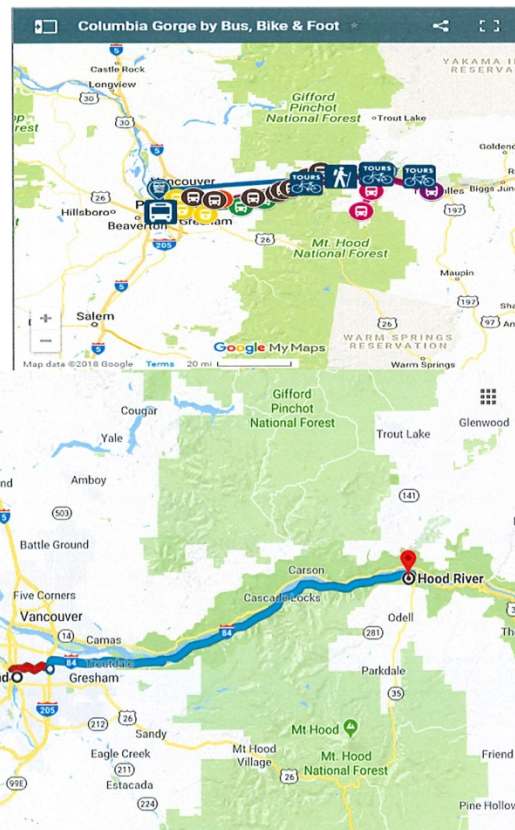
Trip planning data is maintained using GTFS Manager from Trillium.

Portland, Oregon
 Hood River, Oregon 97031

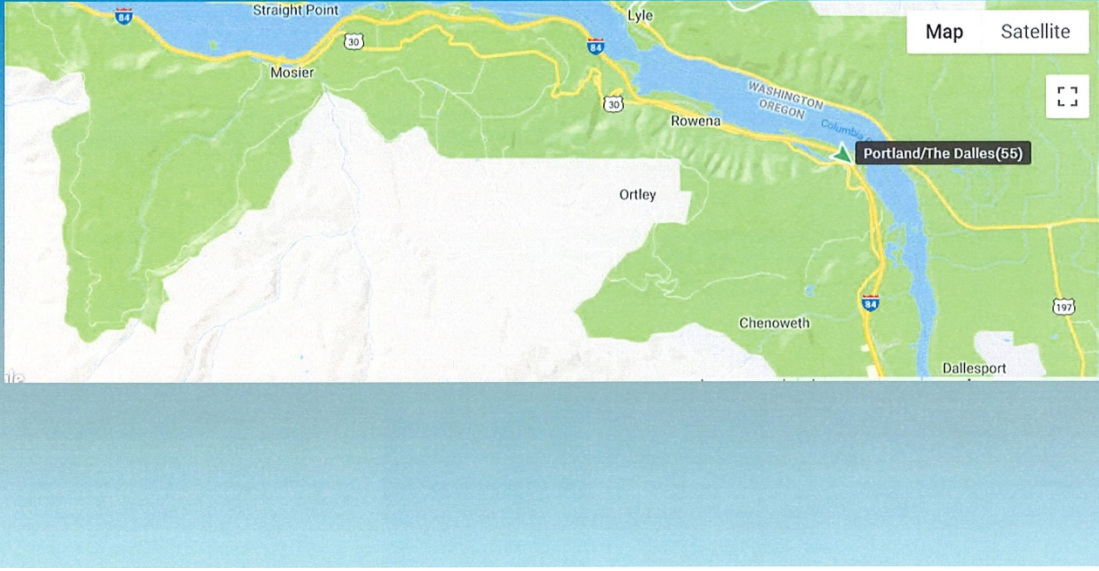
Depart at 1:38 PM Wed, Aug 22

Send directions to your phone

1:43 PM - 3:47 PM 2 h 4 min
 15 MAX Red Line
 Columbia Gorge Express
 1:43 PM from SW Salmon & 5th
 \$10.00 3 min
 DETAILS



Track your bus on your phone!



nwCONNECTOR
PUBLIC TRANSIT ACROSS NW OREGON

PLAN YOUR TRIP

Starting Location:

Destination:

Travel Preference: Depart at:

10:44 PM 12/14/2017 PLAN TRIP

GET YOUR PASS

The 3 and 7 day all-you-can-ride passes are your ticket to your coastal getaway. GET YOUR PASS

EXPLORE TRIP IDEAS

Browse through hikes, sight-seeing opportunities, and entertainment accessible by transit. SEE TRIP IDEAS

nwCONNECTOR
is an alliance of transit agencies across NW Oregon, that connect and coordinate to meet your transportation needs.

THE NORTH OREGON
Tillamook County Transportation District

CC
Columbia County Rider

LINCOLN COUNTY TRANSIT
Lincoln County Transit

Benton County Transportation
Benton County Transportation

Sunset Empire Transportation District
Sunset Empire Transportation District

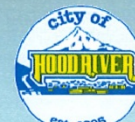
www.nworegontransit.org/agency/es/tillamook-county-transportation-district/

FEATURED TRIPS

Partnerships and Support

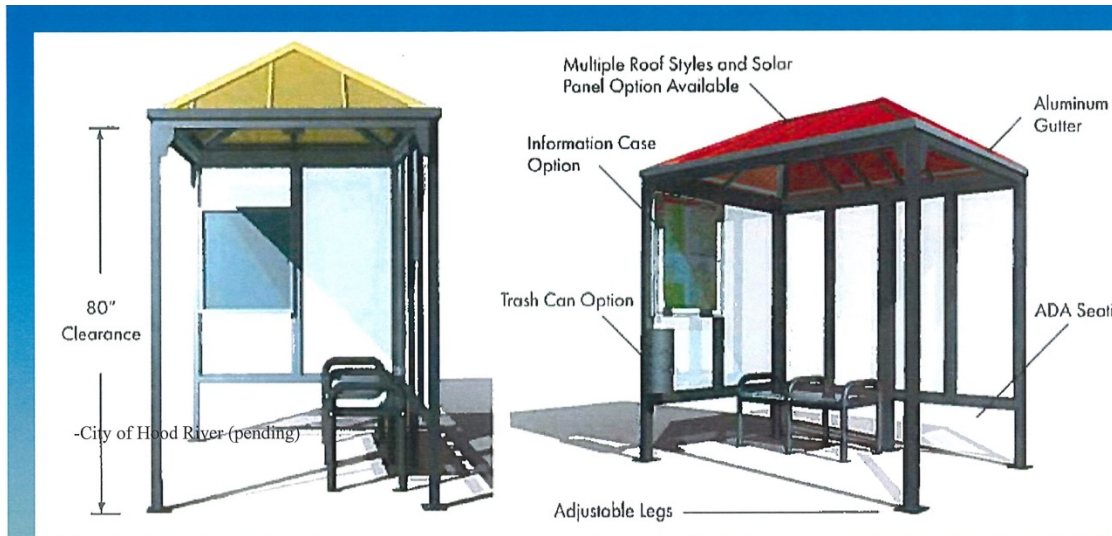


- Port of HR: Bike on Board, Bridge Toll Waiver, Transfer Hub
- Pink Trolley: CAT, Providence, City of HR
- The Dalles Blue Bus: The Corps, Dalles Chamber, GrayLine
- Bus shelter project: Columbia Gorge Community College, NW PUD, CAT, Link, Port of HR
- Providence/PacificSource grant for Innovative Tech
- Mt Hood Shuttle

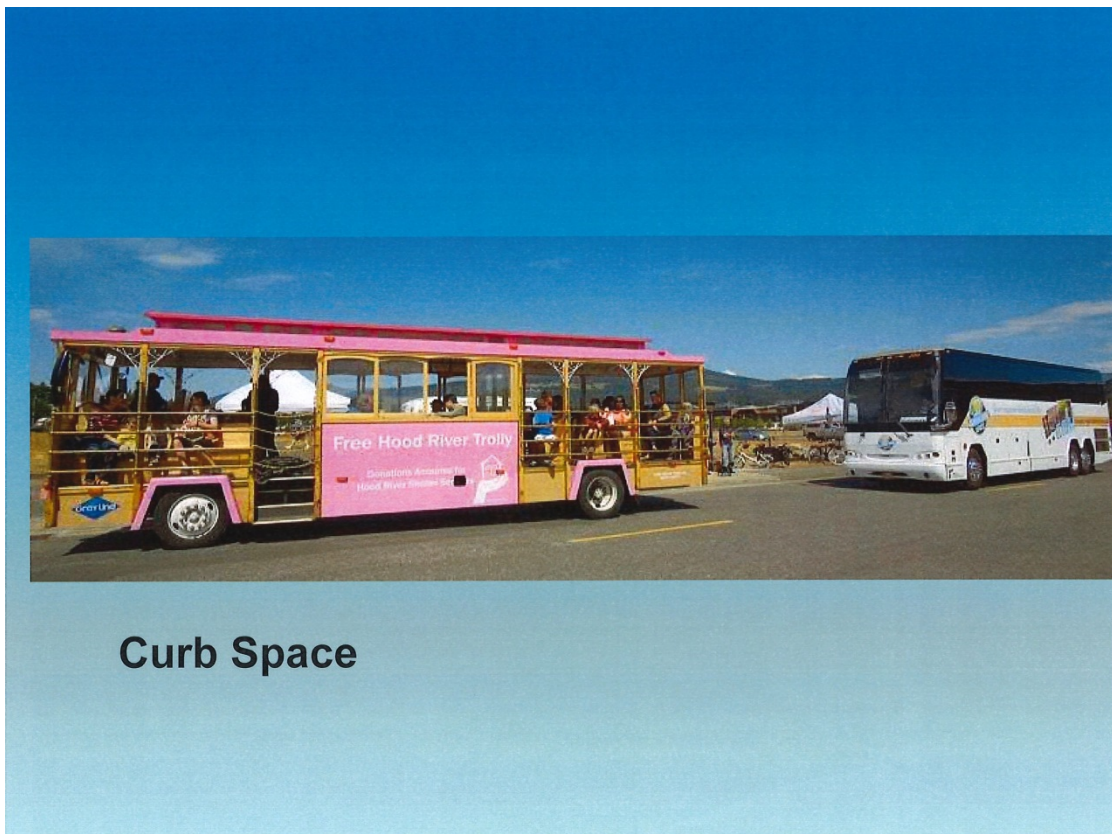


Transit Oriented Design and Development





Bus Stops and Bus Stop Amenities

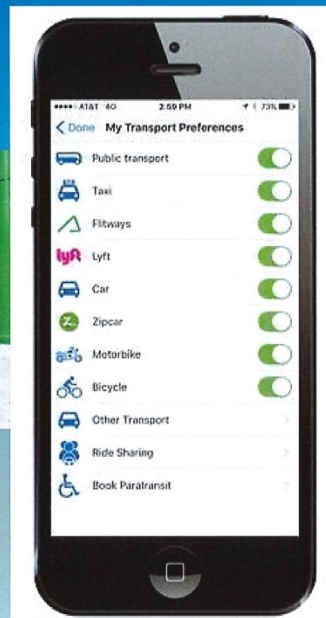


Curb Space

First and Last Mile



Mobility as a Service (MaaS)





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IMPROVING OUR COMMUNITY

COLUMBIA GATEWAY URBAN RENEWAL AGENCY
CITY OF THE DALLES

AGENDA STAFF REPORT
AGENDA LOCATION: VIII. C.

DATE: January 15, 2019

TO: Chair and Members of the Urban Renewal Agency Board

FROM: Steven Harris, AICP
Urban Renewal Manager

ISSUE: **Exclusive Negotiating Agreement with Hanlon Development for the Redevelopment of Property located at 542 East 3rd Street (Tax Lots 1N 13E 3 BD 6700, 6800, 6900)**

BACKGROUND

Attached for the Board's consideration is an Exclusive Negotiating Agreement (ENA) with Hanlon Development and the Agency for the future development of a mixed use (residential/commercial) project located at 542 East 3rd Street (former site of Griffith Motors dealership). The project as currently envisioned would include 69-72 apartments, approximately 4,000 square feet of commercial/retail space and on-site parking. Hanlon Development is represented by Ms. Mary Hanlon.

DISCUSSION

As proposed the ENA provides for a 180-day initial period (with two possible 120-day extensions) for the drafting of a Development and Disposition Agreement (DDA) between Hanlon Development and the Agency. The contribution of the Agency is anticipated to be funds of the Agency less than \$750,000, waiver of building and development permit fees by the Agency, and tax credits or abatements; with the actual amount of the Agency's contribution to be negotiated and finalized in the DDA. Also during this time an economic/fiscal impact analysis will be undertaken, similar to that prepared for the Tokola Properties mixed-use (residential/commercial) development proposal.

The ENA is drafted to be a three-party agreement between Hanlon Development, the Urban Renewal Agency and the City. The City is included as a party to the agreement due to the requested wavier/reduction of City SDCs (System Development Charges). Following action by the Agency, the ENA will be forwarded to the City Council for action.

BOARD ALTERNATIVES

1. *Staff recommendation:* Move to authorize the Chair to enter into an Exclusive Negotiating Agreement with Hanlon Development for the purpose of negotiating the terms of a Development and Disposition Agreement for redevelopment of property located at 542 East 3rd Street (Tax Lots 1N 13E 3 BD 6700, 6800, 6900).
2. Decline to Authorize the Chair to enter into the ENA with Hanlon Development.
3. Direct staff as appropriate.

Attachments

- Exclusive Negotiating Agreement

EXCLUSIVE NEGOTIATING AGREEMENT

THIS EXCLUSIVE NEGOTIATING AGREEMENT (the “Agreement”) is made and entered into as of the last date of signature indicated below (the “Effective Date”) by and between the Columbia Gateway Urban Renewal Agency, a municipal corporation (“Agency”), the City of The Dalles, an Oregon municipal corporation, (“City”) and Hanlon Development, LLC, an Oregon limited liability corporation (“Hanlon Development”).

RECITALS

A. Hanlon Development has been in the process of creating a proposal for the redevelopment of a 0.69 acre parcel of property described as Assessor’s Map No. 1N 13E 3BD Tax Lots 6700, 6800, and 6900, located at 542 East 3rd Street in The Dalles, Oregon. As part of the redevelopment proposal, Hanlon Development would acquire ownership of the property which is currently owned by DG Motors LLC. The parcels consist of the site commonly known as the Griffith Motors dealership, and are referred to in this Agreement as the “Property”.

B. Hanlon Development has submitted a conceptual proposal to the Agency Board for the redevelopment of the Property, which would include a mixed use (commercial/residential) development, consisting of ground floor retail/commercial use, two to three stories of apartments, and on-site parking.

C. This Agreement confirms the basis upon which the Agency, and Hanlon Development (the “Parties”) are prepared to negotiate the terms of a Disposition and Development Agreement (“DDA”) and related documents for the redevelopment of the Property, which must be approved by the Urban Renewal Agency Board and City Council.

D. The terms of this Agreement are as follows:

TERMS

1. Good Faith Exclusive Negotiations. Agency, City, and Hanlon Development agree and covenant to negotiate the terms of the DDA and any intervening Memorandum of Understanding (as defined below) in good faith. Agency and City acknowledge that Hanlon Development has expended substantial time and expense, and will continue to expend time and expense, in preparing a more detailed proposal, conducting its due diligence, and refining its development proposal. During the term hereof, Agency and City agree that Hanlon Development shall have the exclusive right to conduct due diligence and to negotiate with Agency and City for the rights to develop the Property, and that the Agency and City will not accept, solicit, pursue or entertain any other offers or

other indications of interest with respect to the Property for any development, sale or other transaction.

2. Duration. The term of this Agreement shall be 180 days from the Effective Date. This Agreement may be extended for two 120 day renewal terms upon the approval of the City Council and the Urban Renewal Board. This Agreement shall automatically terminate upon execution and delivery of the DDA, which shall thereafter, control the rights of the Parties with respect to the Property. The Parties may terminate this Agreement by mutual agreement if latent conditions are discovered on the Property or events occur that would, presently or with the passage of time, prevent the entry into a DDA. Notwithstanding the above, either the Agency and City, or Hanlon Development, may at their sole option, terminate this Agreement by notice in writing if any other party makes a material misrepresentation in the course hereof, otherwise fails to act in good faith, or if any party becomes insolvent, or in the terminating party's reasonable estimation, is otherwise unable to perform the obligations of the non-terminating party.
3. Memorandum of Understanding. Tentative agreements on the terms of the DDA may be memorialized in a written Memorandum of Understanding ("MOU"), or series of memoranda, during the Terms of this Agreement. Any such MOUs will provide the continuing framework for final preparation of the DDA.
4. Projected Financial Contributions. The Parties understand and agree that any actual contribution by the Agency is anticipated to be less than \$750,000, and that other public financial contribution may take the form of waiver of system development charges or building permit fees, or vertical housing zone tax credits and other tax abatements, and that the total amount of any public financial participation is subject to negotiation and will be outlined in any agreed upon MOUs and the final DDA.
5. Co-application/Cooperation. City, Agency, and Hanlon Development shall be co-applicants on any land use permit application sought in connection with this Agreement or subsequent Memoranda issued during the term hereof. Hanlon Development shall bear responsibility for all land use application and permit fees, unless otherwise agreed to by the City as stipulated in an MOU. Agency, City, and Hanlon Development shall each promptly provide to the other all information reasonably related to the Property and the Project which may be obtained without material expense, upon written request. Agency, City, and Hanlon Development shall cooperate in connection with any applications, permits, approvals or entitlements sought by Hanlon Development from any governmental authorities with respect to the Project, including easements, provided the Agency and City shall not be required to incur any material cost or liability connection with such applications, permits or approvals.

6. Due Diligence. Hanlon Development may conduct due diligence and inspections of the Property, including such physical, legal, and engineering inspections, tests and investigations as it may deem necessary or desirable, including soils and environmental studies. Such studies and investigations may include, without limitation, zoning, land use, environmental, title, design review, covenants, conditions and restrictions, financing, leasing markets, project feasibility and related matters. The scope and cost of the due diligence and inspections shall be the sole discretion and responsibility of Hanlon Development.
7. Indemnity and Insurance. Hanlon Development hereby agrees to indemnify, defend and hold the Agency and the City, including their appointed and elected officials, officers, employees and agents, harmless from and against any and all claims for injury to persons or damage to property caused by or resulting from the acts or neglect of Hanlon Development or its representatives or consultants on or about the Property. During the term of this Agreement, Hanlon Development shall maintain insurance with respect to its activities on or about the Property, naming the Agency and City as an additional insured, in amounts as follows: (i) commercial general liability insurance with a combined single limit of not less than \$1,000,000 per occurrence and with at least \$5,000,000 aggregate; (ii) automobile liability insurance with combined single limit of not less than \$1,000,000 per occurrence; (iii) employers liability insurance with a limit of not less than \$1,000,000; and (iv) in addition to the primary limits specified in (i) and (ii) above, excess liability insurance with a limit of not less than \$4,000,000 for each occurrence and in the aggregate. The indemnity required under this Section 9 shall survive termination of this Agreement.
8. No Assignment. Neither party shall assign or transfer its interest in this Agreement or the Property until termination of this Agreement or execution and delivery of the DDA.
9. Confidentiality. Agency, City, and Hanlon Development agree that all information submitted by Hanlon Development during the term hereof is submitted on the condition that the Agency and City shall keep said information confidential. Agency and City agree not to disclose said confidential information provided by Hanlon Development, including but not limited to financial statements regarding Hanlon Development or the Project, and pro forma information. This nondisclosure agreement shall survive termination of this Agreement, but shall not apply to the extent any such information is publicly available, has been disclosed by other parties or is required to be disclosed by the Wasco County District Attorney under Oregon public record laws. Agency and City further agree that they shall not disclose the terms of this Agreement, the MOUs or the DDA, prior to the termination or expiration of this Agreement, or the execution of the DDA, whichever occurs first, unless disclosure is required by the Wasco County District Attorney under Oregon public records law.

10. Governing Law. This Agreement shall be governed by the laws of the State of Oregon.
11. Time is of the Essence. Time is of the essence of this Agreement.
12. Amendments. This Agreement may be amended only by written agreement of the Parties hereto.
13. Notices. All notices under this Agreement must be in writing and either (i) personally delivered, (ii) delivered by express mail, Federal Express or comparable courier service, or (iii) delivered by certified mail, postage prepaid, return receipt requested, as follows:

To the Agency: Steven Harris, UR Manager
313 Court Street
The Dalles, OR 97058

To the City: City Manager
313 Court Street
The Dalles, OR 97058

To Tokola: Hanlon Development, LLC
101 S.W. Main Street, Suite 825
Portland. OR 97204

All notices shall be deemed effective upon receipt. Any party may from time to time change its address for purposes of this Section by notice in writing to the other party.

14. Binding Effect. During the Term hereof and any extensions thereto, the Parties shall negotiate in good faith to complete and execute the definitive DDA upon terms and conditions consistent with this Agreement and the MOUs. No sale agreement or other right, obligation or estate in land shall be created except by delivery of the definitive DDA and all other related and necessary instruments, duly authorized by the Columbia Gateway Urban Renewal Board and The Dalles City Council, and all necessary Hanlon Development corporate action and executed by authorized representatives of the Parties. If the DDA is not executed and delivered prior to the expiration of the Term and any extensions thereto, or if Hanlon Development elects, in its sole discretion, by notice in writing to the Agency and City not to pursue development of the Project, this Agreement shall terminate and be of no further force or effect, except Sections 9, 11, and 12, which shall survive termination. If during the course of negotiations it becomes clear that the Parties will not reach an agreement, Hanlon Development shall not unreasonably withhold consent to early termination of this Agreement.

HANLON DEVELOPMENT

Hanlon Development, LLC
An Oregon limited liability corporation

By: _____
Mary Hanlon
President

Date: _____

CITY OF THE DALLES

An Oregon municipal corporation

By: _____
Richard M. Mays, Mayor

Date: _____

COLUMBIA GATEWAY URBAN
RENEWAL AGENCY

An Oregon municipal corporation

By: _____
Linda Miller, Chair

Date: _____