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, February 20, 2018 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. ELECTION OF OFFICERS
- VI. APPROVAL OF MINUTES January 16, 2018 and January 30, 2018
- VII. PUBLIC COMMENTS
- VIII. 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
- IX. ACTION ITEMS
 - A. Authorization to enter into a professional service agreement with AINW, LLC for archeological investigations for 401-407 E. 2nd Street (Tony's Building), adjoining alleyway and public parking lot
 - B. Authorization to enter into an Exclusive Negotiating Agreement with GBHD, LLC
- X. STAFF COMMENTS

Next Regular Meeting Date: March 20, 2018

- XI. BOARD MEMBERS COMMENTS OR QUESTIONS
- XII. 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, January 16, 2018 6:00 p.m. City Hall Council Chambers 313 Court Street The Dalles, Oregon

CALL TO ORDER

Chair Elliott called the meeting to order at 6:00 p.m.

ROLL CALL

Present: Scott Baker, Staci Coburn, Taner Elliott, Linda Miller, Steve Kramer, Darcy Long-Curtiss, and Chuck Raleigh

- Absent: John Fredrick and Kathleen Schwartz
- Staff Present: Planning Director and Urban Renewal Manager Steve Harris, Finance Director Angie Wilson and Public Works Director Dave Anderson

PLEDGE OF ALLEGIANCE

Chair Elliott led the Pledge of Allegiance.

APPROVAL OF AGENDA

Vice Chair Miller moved to approve the agenda; Board Member Kramer seconded the motion. The motion passed unanimously.

APPROVAL OF MINUTES

Board Member Kramer moved to approve the November 21, 2017, minutes as written. Board Member Coburn seconded the motion; the motion passed unanimously.

PUBLIC COMMENTS

None.

EXECUTIVE SESSION

Pursuant to Item VII. A. of the Urban Renewal Agency Board Agenda dated January 16, 2018, which cites ORS 192.660(2)(e), the Board adjourned to Executive Session at 6:05 p.m.

Chair Elliott reconvened Open Session at 6:39 p.m.

OPEN SESSION

Chair Elliott directed Staff to continue negotiations on the Blue Building property.

ACTION ITEM

Urban Renewal Agency By-Laws

Director Harris presented the staff report and a drafted compilation of by-laws for the Board's consideration.

Discussion topics included the terms of office and verbiage clarification.

Board members will submit proposed corrections to Staff and vote on the by-laws at a future meeting.

Review of Urban Renewal Agency Financials and Budget

Director Harris presented the staff report. Finance Director Wilson reviewed the budget.

Discussion topics included priority projects, property rehabilitation grants, applications submitted and changes to the budget.

Board consensus was to freeze property rehabilitation grants until the end of fiscal year 2017/2018.

Authorization to enter into agreement with Archeological Investigations Northwest (AINW) for archeological investigations for 401-407 E. 2nd Street (Tony's Building), adjoining alleyway and public parking lot

Director Harris presented the staff report.

Board consensus was to postpone the archeological investigation.

ADJOURNMENT

Chair Elliott adjourned the meeting at 7:25 p.m.

Respectfully Submitted Paula Webb, Planning Secretary

Taner Elliott, Chair

IMPROVING OUR COMMUNITY



COLUMBIA GATEWAY URBAN RENEWAL AGENCY

CITY OF THE DALLES

SPECIAL MEETING MINUTES COLUMBIA GATEWAY URBAN RENEWAL AGENCY BOARD

Meeting Conducted in a Room in Compliance with ADA Standards

Tuesday, January 30, 2018 5:30 p.m. City Hall Council Chambers 313 Court Street The Dalles, Oregon

CALL TO ORDER

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

ROLL CALL

Present: Scott Baker, Staci Coburn, Linda Miller, Steve Kramer, and Darcy Long-Curtiss

Absent: Taner Elliott, Chuck Raleigh, John Fredrick and Kathleen Schwartz

Staff Present: Planning Director and Urban Renewal Manager Steve Harris and City Attorney Gene Parker

In Attendance: Six

PLEDGE OF ALLEGIANCE

Vice Chair Miller led the Pledge of Allegiance.

APPROVAL OF AGENDA

Board Member Long-Curtiss moved to approve the agenda; Board Member Kramer seconded the motion. The motion passed unanimously.

PUBLIC COMMENTS

None.

ACTION ITEM

Exclusive Negotiation Agreement with GBHD, LLC

Director Harris presented the staff report. In response to a Board Member's request, Harris provided correspondence from the applicant that was previously distributed to the Board. Also provided was an aerial photo of property owned or controlled by the applicant (circled in red) and property owned by Urban Renewal (circled in green), Exhibit 1.

City Attorney Parker reviewed the Exclusive Negotiating Agreement.

Discussion topics covered the sound wall, parking, land appraisal, and a reversal clause.

The applicant, Michael Leash, stated he would not ask for anything that would in any way delay the beautification of First Street.

Board Member Long-Curtiss moved to authorize the Chair to enter into an Exclusive Negotiating Agreement with GBHD, LLC for the purpose of negotiating the terms of a Development and Disposition Agreement for property located at 200 Union Street and the Urban Renewal Agency-owned property described as Assessor's Map No. 01N-13E-03-BA-01200-00. Board Member Coburn seconded the motion.

Board Member Kramer said he was concerned about the number of board members able to attend the meeting. His concern was shared by Board Member Baker.

Board Member Long-Curtiss stated the project was initially presented in February 2017; a timely response was necessary.

The vote on the motion was 3-2; Miller and Baker opposed, Elliott, Fredrick, Raleigh and Schwartz absent.

Board Member Kramer said the Agency needed a work session to get a direction. He said if the full Board been in attendance, the vote probably would have been different.

Board Member Long-Curtiss asked if there was an attendance policy. Attorney Parker stated there was no such provision in the ordinance currently. He further stated it normally takes five members to make a vote; five positive votes were necessary to make the motion official.

Baker stated it was unclear to him if a yes vote on one project would mean no to another project. He said the financial information helped tremendously, but a work session for the Board to evaluate a proposal against a long-term vision for downtown would help speed each subsequent application.

Director Harris stated Staff was working on the three short-term priorities identified by the Board. They were the Tokola mixed use project, the Leash hotel proposal, and the First Street Streetscape project. Harris urged the Board to share any dissenting or minority opinions.

Board Member Long-Curtiss said the vote was on the Exclusive Negotiating Agreement, not the Disposition and Development Agreement (DDA). In the past the Board voted to direct Staff to work with Mr. Leash on the ENA. Long-Curtiss stated the vote could be brought up again.

STAFF COMMENTS

Attorney Parker stated the Tokola DDA was delayed by outstanding issues. His goal is to address the remaining issues and present a comprehensive package to the Board.

Director Harris said the February 20, 2018 meeting would include the Tokola DDA and return with the Leash ENA. The meeting with the Board and the Agency Budget Committee originally scheduled for February 20 would be rescheduled.

BOARD MEMBER COMMENTS

None.

ADJOURNMENT

Vice Chair Miller adjourned the meeting at 6:15 p.m.

Respectfully Submitted Paula Webb, Planning Secretary

Linda Miller, Vice Chair

URAB Agenda Packet February 20, 2018 | Page 7 of 52 (This page intentionally left blank.)



Columbia Gateway Urban Renewal Agency

CITY of THE DALLES 313 COURT STREET THE DALLES, OREGON 97058 (541) 296-5481 ext. 1125

February 9, 2018

- To: Chair and Board Members
- Fr: Steven Harris, AICP Urban Renewal Manager

Re: Tokola Properties – Proposed Development and Disposition Agreement

The City Attorney and legal counsel for Tokola Properties have not yet completed their work on the proposed DDA. The agenda report and proposed DDA will be distributed to the Board early next week for the February 20th meeting.

Included within the agenda packet materials is the proposed professional services agreement with Archaeological Investigations Northwest (AINW) for the archaeological survey on the subject property. If the Board were to approve the Tokola DDA at the February 20th meeting, staff recommends a positive action on the proposed agreement.

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IMPROVING OUR COMMUNITY



COLUMBIA GATEWAY URBAN RENEWAL AGENCY CITY OF THE DALLES

AGENDA STAFF REPORT AGENDA LOCATION: IX. A.

DATE: February 20, 2018

TO: Chair and Members of the Urban Renewal Agency Board

- FROM: Steven K. Harris, AICP Urban Renewal Manager
- ISSUE: Authorization to Enter into Professional Services Agreement with AINW for the Purpose of Conducting an Archaeological Investigation for 401-407 E. 2nd Street (Tony's Building) and Adjoining Public Alleyway and Parking Lot Tax Lots 1N 13E 3BD 1300, 1400, 2200 & 2300

BACKGROUND

This item was continued from the January 16th Board meeting with no action taken. At that meeting, Board Member Kramer raised a concern pertaining City approval to conduct the archaeological investigation on City-owned property (parking lot and alleyway). This concern has been communicated to the City Manager, who has indicated that administrative approval for such activity would be granted.

Prior to the redevelopment of the property known as the Tony's Building (401-407 E. 2nd Street) and the adjoining public alleyway and parking lot, located at the southeast corner of E. 1st and Federal Streets, an archaeological investigation will be conducted. The City/Agency has contracted previously with Archaeological Investigations Northwest, LLC (AINW) to perform similar survey work in conjunction with the Granada Block development and downtown parking structure proposals.

Because the project is located on public land, prior to the commencement of any site work, AINW will be required to submit (on the City's behalf) a permit application to the State Office of Historic Preservation (SHPO) for a 30-day review period. Under a permit, if cultural materials are encountered during fieldwork, they would need to be collected and prepared for permanent curation at an approved facility.

Following the 30-day review period, trenching and excavation can begin. The parking lot and alleyway will need to be secured (fenced) during this period. It is anticipated that the work will take approximately five days to complete, to be followed by the preparation of a report which will be submitted to SHPO for review/approval. Staff will notify neighboring businesses of the need to close the parking lot during the archaeological exploration process.

Additional survey work will be required for the area occupied by the Tony's Building. This work will be accomplished by hand tools, with the work to be undertaken during the demolition of the building.

BOARD ALTERNATIVES

Staff recommendation:

- Move to Authorize the Urban Renewal Manager to Enter into a Professional Services Agreement with AINW for the Purpose of Conducting an Archaeological Investigation for 401-407 E. 2nd Street (Tony's Building) and Adjoining Public Alleyway and Parking Lot (Tax Lots 1N 13E 3BD 1300, 1400, 2200 & 2300) in an Amount not to Exceed \$74,971.70, Without Prior Written Authorization.
- 2. Decline authorization to enter into a professional services agreement with AINW.

Attachments

Proposed professional services agreement w/scope of work for AINW (dated December 29, 2017)

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into by and between the COLUMBIA GATEWAY URBAN RENEWAL AGENCY, an Oregon municipal corporation, herein called the "AGENCY," and ARCHAEOLOGICAL INVESTIGATIONS NORTHWEST, LLC, an Oregon business corporation dba ARCHAEOLOGICAL INVESTIGATIONS

NORTHWEST, LLC, herein called the "**CONTRACTOR**," to conduct archaeological investigations on property located on the east side of Federal Street, between East 2nd and East 1st Streets, for property commonly known as the Tony's Building and the adjacent alleyway and public parking area for the **AGENCY**.

IN CONSIDERATION of the mutual covenants and promises between the parties hereto, it is hereby agreed that the CONTRACTOR shall furnish the consulting services and the AGENCY shall make payment for the same, all in accordance with the terms and conditions set forth in this AGREEMENT, including all attachments and addenda which are appended hereto by mutual agreement of the parties.

The AGENCY and **CONTRACTOR** agree as follows:

1. **CONTRACTOR'S DUTIES**

1.1 The **CONTRACTOR** agrees to perform the following professional services in connection with the project as directed by the **AGENCY**.

1.1.1 Provide the services described in the Scope of Work outlined in the Scope of Work marked Exhibit "A", which is attached hereto and incorporated herein by this reference. 1.1.2. Furnish all labor, equipment, materials, expertise, tools, supplies, insurance, licenses, reference and background data and information, including subconsultants approved under this **AGREEMENT**; and provide any equipment necessary to perform all tasks except as otherwise provided in the Supporting Documents.

1.1.3 Carry at least the types and amounts of insurance listed below:

Type of Insurance	Limits of Liability
Worker's Compensation	Statutory Worker's Compensation
Comprehensive General Liability	\$1,000,000 (Each Occurrence) \$2,000,000 (Aggregate)
Automobile Liability Combined Single Limits	\$1,000,000 All vehicles covered. Hired and non-owned auto liability
Professional Liability	\$1,000,000

The insurance shall be maintained in effect for the term of the proposed project. In case of the Professional Liability insurance, the term of the proposed project shall mean completion of the tasks shown in Section 1.1 as directed by the **AGENCY**.

1.1.3.1 The certificates of insurance shall name the **AGENCY** as additional insured and shall provide for thirty (30) days' notice to the **AGENCY** of any cancellation of the insurance policy.

1.1.3.2 The responsibility for proper and adequate Workers'

Compensation coverage is the CONTRACTOR'S. In the event the

CONTRACTOR'S insurance does not cover each and every subcontractor, certificates of insurance issued on policies by companies that are

acceptable to the **AGENCY** covering each and every subcontractor shall be filed with the **AGENCY** prior to commencement of such subcontract operations. Prior to commencing work under this **AGREEMENT**, the **CONTRACTOR** shall provide the **AGENCY** with evidence that it is either a "self-insured employer" or a "carrier insured employer" for Workers' Compensation as required by ORS Chapter 656.

1.1.3.3 Public liability and property damage insurance shall protect the **CONTRACTOR** and its subcontractors performing work covered by this **AGREEMENT** from claims for damages for personal injuries and property damage which may arise from its operations under this **AGREEMENT**, whether such operations are performed by itself or by any subcontractor, or by anyone directly or indirectly employed by either. Policy must include coverage for products/completed operations.

2. AGENCY'S DUTIES

2.1. In accordance with the terms and conditions of this **AGREEMENT**, the AGENCY shall compensate the **CONTRACTOR** for its professional services outlined in Article 1 herein as follows:

2.1.1. **AGENCY** shall compensate **CONTRACTOR** in an amount not to exceed the sum of **\$74,971.70**, at the rates shown in the Cost Proposal attached as Exhibit "B", attached hereto and incorporated herein by this reference. Payment will be made in installments based upon **CONTRACTOR'S** invoice, subject to the approval by the **AGENCY**, and not more frequently than monthly. Payment shall be made only for work actually completed as of the date of the invoice.

2.1.2. Payment by **AGENCY** shall release the **AGENCY** from any further obligation for payment to **CONTRACTOR**, for services performed or expenses incurred as of the date of the invoice. Payment shall not be considered acceptance or approval of any work or waiver of any defects therein.

2.1.3 **CONTRACTOR** shall make payments promptly, as due, to all persons supplying labor or materials for the prosecution of this work.

2.1.4. **CONTRACTOR** shall not permit any lien or claim to be filed or prosecuted against the AGENCY on account of any labor or material furnished.

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

2.1.6. If **CONTRACTOR** fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to **CONTRACTOR** or a subcontractor by any person as such claim becomes due, AGENCY may pay such claim and charge the amount of the payment against funds due or to become due the **CONTRACTOR**. The payment of the claim in this manner shall not relieve **CONTRACTOR** or their surety from obligation with respect to any unpaid claims.

2.1.7. **CONTRACTOR** shall pay employees at least time and a half pay for all overtime worked in excess of 40 hours in any one work week except for individuals under the contract who are excluded under ORS 653.010 to 653.261 or under 29 USC sections 201 to 209 from receiving overtime.

2.1.8. **CONTRACTOR** shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical,

hospital care or other needed care and attention incident to sickness or injury to the employees of **CONTRACTOR** or all sums which **CONTRACTOR** agrees to pay for such services and all moneys and sums which **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.

2.1.9. **AGENCY** certifies that sufficient funds are available and authorized for expenditure to finance costs of this contract during the current fiscal year. Appropriations for future fiscal years shall be subject to budget approval by the Urban Renewal Agency Board.

3. **GENERAL PROVISIONS**

3.1 All work performed pursuant to this **AGREEMENT** shall be performed according to the terms and conditions of this **AGREEMENT** and the Supporting Documents.

3.2. This **AGREEMENT** and any attachments represent the entire and integrated **AGREEMENT** between the AGENCY and the **CONTRACTOR** and supersede all prior negotiations, representations, or agreements, either written or oral. This **AGREEMENT** may be amended by written instrument signed by the AGENCY and the **CONTRACTOR**. Amendments shall automatically become part of the Supporting Documents, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

3.4. This **AGREEMENT** shall be governed by the law of the State of Oregon.

3.5. No party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

3.6. In the event any provision of this **AGREEMENT** shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

3.7. The **CONTRACTOR** shall, within ten (10) calendar days after the execution of the **AGREEMENT** and before awarding any subcontract, furnish the AGENCY with a list of proposed subconsultants, and shall not employ any that the AGENCY may object to as incompetent or unfit.

3.8. The **CONTRACTOR** agrees that it is as fully responsible to the AGENCY for the negligent acts and omissions of its subconsultants and of persons either directly or indirectly employed by them as it is for the negligent acts and omissions of persons directly employed by them.

3.9. Nothing contained in the **AGREEMENT** shall create any contractual relations between any subconsultant and the **AGENCY**.

3.10. No oral order, objection, claim, or notice by any party to the other shall affect or modify any of the terms or obligations contained in this **AGREEMENT**, and none of the provisions of this **AGREEMENT** shall be held to be waived or modified by reason of any act whatsoever except for a written waiver or modification executed by the

parties. No evidence of modification or waiver other than evidence of any such written waiver or modification shall be introduced in any proceeding.

3.11. Indemnification

3.11.1. The **CONTRACTOR** shall indemnify, defend, and hold harmless the **AGENCY**, its officers, employees, and agents, from all claims, demands, actions, and suits, including appeals, to the extent caused by any negligent act, error, or omission of the **CONTRACTOR** in the course of project.

3.12. Assignment/Delegation

3.12.1. Neither party shall assign or transfer an interest or duty under this Agreement without the written consent of the other and any attempted assignment or transfer without the written consent of the other party shall be invalid.

3.13. Termination.

3.13.1. The parties agree that any decision to terminate this Agreement shall be accompanied by thirty (30) days written notice to the other party prior to the date that termination would take effect. There shall be no penalty for early termination. If AGENCY terminates the contract pursuant to this paragraph, it shall pay **CONTRACTOR** for services rendered prorated to the date of termination. Obligations made under a permit issued by the Oregon State Historic Preservation Office by CONTRACTOR on behalf of AGENCY shall survive termination, and compensation to be paid to CONTRACTOR to complete such obligations is agreed to by AGENCY.

4. SPECIAL PROVISIONS

4.1. The AGENCY and **CONTRACTOR** agree that:

4.1.1. This **AGREEMENT** shall commence on _____,

2018, and all services to be performed by **CONSULTANT** shall be completed by

_____, 2018.

4.1.2. Notices relating to this **AGREEMENT** shall be given to:

- a) AGENCY: Steven Harris, Urban Renewal Manager City of The Dalles 313 Court Street The Dalles, Oregon, 97058
- b) **CONTRACTOR:** Archaeological Investigations Northwest, LLC 3510 NE 122nd Avenue Portland, OR 97230

IN WITNESS WHEREOF the parties have caused this **AGREEMENT**

to be signed by their duly authorized representatives as of this _____ day of _____

2018.

AGENCY

CONTRACTOR

By:	

By:_____, President

Taner Elliott, Chair

APPROVED AS TO FORM:

Gene E. Parker, Agency Attorney

Archaeological Investigations Northwest, Inc.



 3510 N.E. 122nd Ave.
 Portland, Oregon 97230

 Phone (503) 761-6605
 Fax (503) 761-6620

Vancouver Phone (360) 696-7473 Email: ainw@ainw.com Web: www.ainw.com

December 29, 2017

Stephen Harris, AICP Planning Department Director City of The Dalles 313 Court Street The Dalles, OR 97058

RE: Development on the East Side of Federal Street between E. 1st and E. 2nd Streets Proposal for Archaeological Investigation

Dear Steve:

The following is AINW's proposal and scope of work to conduct archaeological investigations for a proposed development on the east side of Federal Street in The Dalles. The project area includes an existing building (known as Tony's Building) at the corner of E. 2nd and Federal Streets, an adjacent alleyway, and a paved parking lot at the corner of E. 1st and Federal Streets. The alleyway and parking lot are owned by the City of The Dalles, and Tony's Building is owned by the Urban Renewal Agency. The project does not involve federal funding or permitting. No archaeological sites have been previously recorded within the project area. Tony's Building was determined to be "historic non-contributing" to The Dalles Commercial Historic District.

A cursory review of historical maps from the late 19th and early 20th centuries suggests that there is a high likelihood for historic-period archaeological deposits and/or features to be present within the project area. Specifically, Sanborn fire insurance maps produced between 1884 and 1926 show a series of buildings and outbuildings in this location. Nearby archaeological sites 35WS453 and 45WS620 have been identified in similar settings just west of the proposed project. Pre-contact (Native American) archaeological sites are also common in The Dalles.

AINW proposes to conduct archaeological investigations for the project to comply with State of Oregon laws protecting archaeological sites and objects (ORS 358.905-358.961), if present, and archaeological permit requirements (ORS 358.235). Should the project involve federal funding or permits at some point in the future, AINW's work would also comply with Section 106 of the National Historic Preservation Act.

Scope of Work

Archaeological work for the proposed development project will include a combination of mechanical excavation and excavation by hand to look for possible evidence of buried archaeological deposits and/or features beneath the parking lot and beneath Tony's Building. AINW's scope of work consists of the following tasks:

Permit Application. Because the project is located on public land, exploratory archaeological work will require an excavation permit from the Oregon State Historic Preservation Office (SHPO), which involves a 30-day review process. Under a permit, if cultural materials are encountered during archaeological fieldwork, they would need to be collected and prepared for permanent curation at an approved facility. Recovered pre-contact and historic-period artifacts would be temporarily housed at AINW's laboratory, where they would be cleaned, analyzed, and prepared for curation.

Archaeological exploration beneath the parking lot. Mechanical exploration and archaeological testing by hand will be conducted beneath the paved parking lot to determine if buried archaeological deposits are present, and if so, to provide recommendations regarding eligibility URAB Agenda Packet February 20, 2018 | Page 31 of 52

- A professional archaeologist will direct an equipment operator to strip off fill material in selected areas of the parking lot. Backhoe trenching may also be conducted if deep fill deposits are encountered. The purpose of the mechanical excavations will be to determine the depth of fill and whether or not buried archaeological deposits are present beneath the asphalt and fill material. The backhoe may be used to bench or slope fill material in accordance with OSHA requirements. The number and size of mechanical excavations will depend on what is found during the work.
- The depth of fill is estimated at 0.5 to 2.0 meters (m) (1.6 to 6.6 feet [ft]) deep.
- The fill material removed by the backhoe will be stored on-site and used to backfill the excavations.
- After fill material has been stripped away, two 1x1-m units (or equivalent volume in quarter test units) will be excavated by hand to an estimated depth of 1 m, for a volume of 2.0 m³. These units will be excavated by hand using standard archaeological methods.
 - It is assumed that archaeological deposits will go no deeper than 1 m. If deeper archaeological deposits are present, excavations would need to continue to the bottom of deposits per SHPO guidelines.
- A crew of 7 can accomplish the work in 5 days based on these assumptions.
- An estimated 100 historic-period artifacts will be recovered.
- Costs for an excavator and operator, saw-cutting pavement, steel plates, security fencing, and patching the asphalt after the work is done are not included in this proposal.
- It is assumed that one archaeological site will be identified.

Archaeological testing under Tony's Building. Archaeological investigations are proposed under Tony's Building to determine if archaeological deposits are present beneath the existing foundation.

- Two 1x1-m units (or equivalent volume in quarter test units) will be excavated by hand to a depth of 1 m each, for a total estimated volume of 2.0 m³.
 - It is assumed that archaeological deposits will go no deeper than 1 m. If deeper archaeological deposits are present, excavations would need to continue to the bottom of deposits per SHPO guidelines.
- A crew of 5 people can accomplish the work in 5 days based on these assumptions.
- An estimated 100 historic artifacts will be recovered.
- The cost of saw-cutting through the existing concrete foundation is not included.

Deliverables

- I will give you a verbal (or email) summary of the fieldwork results upon completion of the fieldwork.
- A technical report will be submitted to SHPO, Tribes, and permit reviewers as required by the SHPO permit. Report preparation will follow completion of the field effort with a draft report anticipated within 120 business days of completion of the fieldwork, research, and laboratory analyses (if archaeological deposits are encountered and artifacts collected). Review comments on the draft report will be addressed and incorporated into the final report. The report will follow a standard format and will include photographs and maps showing the locations of fieldwork.
- Up to one archaeological site form will be prepared and appended to the technical report.

Cost

- The attached cost estimate provides the budget for the archaeological study, which would not exceed \$74,971.70 for the permit application, fieldwork, laboratory work, and technical report and site form. This amount includes \$64,104.70 for labor and \$10,867.00 for expenses. Expenses will be passed through with no mark-up.
- Costs will be billed on a time and expenses basis. Payment terms are Net 30 days.

Out of Scope

If more than one archaeological resource is identified, or if the assumptions in this proposal are exceeded (for example, if deep archaeological deposits or large numbers of artifacts are encountered), additional funds may be needed to meet obligations under a SHPO permit.

If the terms of this proposal are acceptable to you, please sign and return this proposal to note your acceptance. Please note that if collection for nonpayment of our invoice is necessary, reasonable collection or legal costs will be charged to you. This letter contains the entire agreement between us and there are no other representations, warranties, or commitments. I can provide you with certificates of our worker's compensation insurance, general and auto liability insurance, and professional liability insurance, upon request. I appreciate the opportunity to serve as your archaeological consultant. Please feel free to call me if you have any questions.

Sincerely,

Nicholas / Daits

Nicholas J. Smits, M.A., RPA Senior Archaeologist

Approval for project, as presented in this letter:

Signed: _____ Date _____

Address & Phone #:

(The Dalles - AINW Proposal 12-29-17)

Archaeological Investigations Northwest, Inc.

Project Name: The Dalles - Development

East side of Federal between 1st and 2nd Streets

Client: Stephen Harris, Planning Dept. Director

Date: December 29, 2017

		Fagan		Smits												
			DM/0-		0						D	5 1-1-101-				
		PI/PM/Senior	PM/Sr Archit.Hist./Sr	Senior	Senior Architectural	Architectural	Supervising	Supervising		Graphics-	Research/ Proj. Assist./	Field/Lab Archaeological				
Task	Description	Archaeologist	Archaeologist	Archaeologist	Historian	Historian	Archaeologist		Staff Archaeo	GIS	Proj. Admin	Assistant	Hours	Labor	Expenses	Total
1	Permit application & project management			24						1	1		26	\$3,169.70	\$0.00	\$3,169.70
2	Parking lot exploration			50				50	200	1			301	\$24,159.80	\$6,866.00	\$31,025.80
3	Testing beneath Tony's Building			40					160				200	\$15,944.00	\$4,001.00	\$19,945.00
4	Lab (artifact processing, analysis, curation)	2		60				20	10				92	\$10,154.60	\$0.00	\$10,154.60
5	Technical report + site form			60				5		12	20		97	\$10,676.60	\$0.00	\$10,676.60
	Total Labor Hours	2	0	234	0	0	0	75	370	14	21	0	716			
	Labor Rates	\$170.80	\$128.80	\$124.60	\$104.64	\$84.96	\$98.70	\$82.60	\$68.50	\$99.80	\$79.50	\$58.00				
	Total Labor	\$341.60	\$0.00	\$29,156.40	\$0.00	\$0.00	\$0.00	\$6,195.00	\$25,345.00	\$1,397.20	\$1,669.50	\$0.00	\$64,104.70		\$10,867.00	\$74,971.70
			-													
	DIRECT EXPENSES - TASK 2	Each	Qty	Total								GRAND	TOTAL	\$64,104.70	\$10,867.00	\$74,971.70
	Vehicle Mileage RT to SHPO	\$0.535	0	\$0.00												
	Field Vehicle 2 @ \$65/day = 5 field days, 4 days	\$65.00	9	\$585.00												
	Fuel for 2 field vehicles	\$3.00	67	\$201.00												
	Motel (tax incl) 2 x 4 nights, 5 x 3 nights	\$100.00	23	\$2,300.00												
	Per Diem 2 x 5 days, 5 x 4 days	\$46.00	30	\$1,380.00												
	Curation Fee at \$400/cubic-foot	\$400.00	6	\$2,400.00												
	TOTAL EXPENSES TASK 2			\$6,866.00												
	TOTAL EXPENSES TASK 3															
	Vehicle Mileage RT to SHPO	\$0.54	0	\$0.00												
	Field Vehicle 2 @ \$65/day 5 field days	\$65.00	10	\$650.00												
	Fuel for field vehicle 1 round trip	\$3.00	67	\$201.00												
	Motel (tax incl) 5 x 4 nights	\$100.00	20	\$2,000.00												
	Per Diem 5 x 5 days	\$46.00	25	\$1,150.00												
	Curation Fee at \$400/cubic-foot (see Task 2)	\$400.00	0	\$0.00												
	TOTAL EXPENSES TASK 3			\$4,001.00												
	Total Expenses			\$10,867.00		FN = The Dal	les - AINW Pro	posal 12-29-1	7							

2018

IMPROVING OUR COMMUNITY



COLUMBIA GATEWAY URBAN RENEWAL AGENCY CITY OF THE DALLES

AGENDA STAFF REPORT AGENDA LOCATION: IX. B.

DATE: February 20, 2018

TO: Chair and Members of the Urban Renewal Agency Board

FROM: Steven K. Harris, AICP Urban Renewal Manager

<u>ISSUE</u>: Authorization to Enter into an Exclusive Negotiating Agreement with GBHD, LLC

BACKGROUND

Attached for the Board's consideration is an Exclusive Negotiating Agreement (ENA) with GBHD, LLC and the Urban Renewal Agency for the future development of a hotel on property owned by GBHD, LLC in the downtown area (Union and 1st Street). GBHD, LLC is represented by Mr. Michael Leash.

Also attached is a memorandum from the City Attorney addressing the Board's action on this matter at the January 30th meeting; and if it is the desire of the Board, how that action may be reconsidered.

DISCUSSION

As drafted the ENA provides for a 120-day period (with two 120-day extensions) for the drafting of a Development and Disposition Agreement (DDA) between GBHD, LLC and the Agency. GBHD, LLC has requested financial assistance from the Agency in the amount of approximately \$1.0 million. Exhibit A of the agreement summarizes the requested assistance. (Exhibit A has been revised following the January 30th meeting.) The request will be further refined during the negotiating period.

Included within the request is the transference of the Agency-owned parking lot located on the south east corner of Court and 1st Street. This property is currently used for parking by the tenants of the Commodore Hotel. A substitute location for the tenants will need to be located prior to transference of the property to GBHD, LLC from the Agency.

The other items referenced in Exhibit A have been previously presented to the Board by Mr. Leash.

BOARD ALTERNATIVES

- 1. Staff recommendation: Move to authorize the Chair to enter into an Exclusive Negotiating Agreement with GBHD, LLC for the purpose of negotiating the terms of a Development and Disposition Agreement for property located at 200 Union Street and the Urban Renewal Agency-owned property described as Assessor's Map No. 01N-13E-03-BA-01200-00.
- 2. Decline to authorize the Chair to enter into an Exclusive Negotiating Agreement with GBDH, LLC.

Attachments

- Exclusive Negotiating Agreement with GBHD, LLC (w/revised Exhibit A)
- Property Exhibit
- City Attorney Memorandum (dated February 9, 2018)

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), and GBHD, LLC, an Oregon limited liability company ("GBHD").

RECITALS

- A. GBHD owns the property described as <u>200 Union St.</u> GBHD owns the property described as Assessor's Map No. <u>01N-13E-03-BA-01500-00</u>. Agency owns the surface parking lot described as Assessor's Map No. <u>01N-13E-03-BA-01200-00</u>. The properties listed herein are referred to as the "Property".
- B. GBHD has submitted a proposal to the Urban Renewal Agency Board for the redevelopment of the Property.
- C. This Agreement confirms the basis upon which the Agency and GBHD (the "Parties") are prepared to negotiate the terms of a Disposition and Development Agreement ("DDA") and related documents for the redevelopment of the Property and the Agency's surface parking lot (the "Project"), which must be approved by the Urban Renewal Agency Board.
- D. The terms of this Agreement are as follows:

TERMS

- <u>Good Faith Exclusive Negotiations</u>. Agency and GBHD agree and covenant to negotiate the terms of the DDA and any intervening Memorandum of Understanding (as defined below) in good faith. Agency acknowledges that GHBD 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 agrees that GBHD shall have the exclusive right to conduct due diligence and to negotiate with Agency for the rights to develop the Property, and that the Agency 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. <u>Duration</u>. The term of this Agreement shall be 120 days from the Effective Date. This Agreement may be extended for two 120 day renewal terms upon the approval of 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 or GBHD, 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 as outlined in the Base Development Criteria.

- 3. <u>Memorandum of Understanding</u>. 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. <u>Projected Financial Contributions</u>. GBHD has requested public financial participation for the Project in an amount estimated at <u>\$1.0 Million</u>. This public participation is described in Exhibit A which includes the projected structure of the public financial contribution, and is subject to negotiation and will be outlined in the agreed upon MOUs and the final DDA.
- 5. <u>Co-application/Cooperation</u>. Agency and GBHD shall be co-applicants on any land use permit application sought in connection with this Agreement or subsequent Memoranda issued during the term hereof. GBHD shall bear responsibility for all land use application and permit fees, unless otherwise agreed to by the Agency as stipulated in an MOU. Agency and GBHD 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 and GBHD shall cooperate in connection with any applications, permits, approvals or entitlements sought by GBHD from any governmental authorities with respect to the Project, including easements, provided the Agency shall not be required to incur any material cost or liability connection with such applications, permits or approvals.
- 6. <u>Due Diligence</u>. GBHD 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 GBHD.
- 7. <u>Access</u>. Agency shall provide GBHD full access to property owned by the Agency for the purpose of conducting Due Diligence. GBHD shall repair or restore any damage caused by the entry of GBHD or its agents upon or under the Property.

- 8. <u>Indemnity and Insurance</u>. GBHD hereby agrees to indemnify, defend and hold the Agency, including its 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 GBHD or its representatives or consultants on or about the Property. During the term of this Agreement, GBHD shall maintain insurance with respect to its activities on or about the Property, naming the Agency 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 \$2,000,000 aggregate; (ii) automobile liability insurance with combined single 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 \$1,000,000 for each occurrence and in the aggregate. The indemnity required under this Section 9 shall survive termination of this Agreement.
- 9. <u>No Assignment</u>. 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.
- 10. <u>Confidentiality</u>. Agency and GBHD agree that all information submitted by GBHD during the term hereof is submitted on the condition that the Agency shall keep said information confidential. Agency agrees not to disclose said confidential information provided by GBHD, including but not limited to financial statements regarding GBHD 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 further agrees that it shall not disclose the terms 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.
- 11. <u>Governing Law</u>. This Agreement shall be governed by the laws of the State of Oregon.
- 12. Time is of the Essence. Time is of the essence of this Agreement.
- 13. <u>Amendments</u>. This Agreement may be amended only by written agreement of the Parties hereto.
- 14. <u>Notices</u>. 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, Urban Renewal Project Manager 313 Court Street The Dalles, OR 97058
To GBHD:	GBHD, LLC 306 Court Street The Dalles, OR 97058

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.

15. <u>Binding Effect</u>. 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 all necessary GBHD 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 GBHD elects, in its sole discretion, by notice in writing to the Agency not to pursue development of the Project, this Agreement shall terminate and be of no further force or effect, except Sections 8 and 10, which shall survive termination. If during the course of negotiations it becomes clear that the Parties will not reach an agreement, GBHD shall not unreasonably withhold consent to early termination of this Agreement.

GBHD, LLC

COLUMBIA GATEWAY URBAN RENEWAL AGENCY, an Oregon Municipal corporation

By: ______ Michael L. Leash, Principal By: _____

Taner Elliott, Chair

Date: _____

Date: _____

EXCLUSIVE NEGOTIATING AGREEMENT – GBHD, LLC

"Exhibit A"

GBHD, LLC - Proposed breakout and review of funds structure

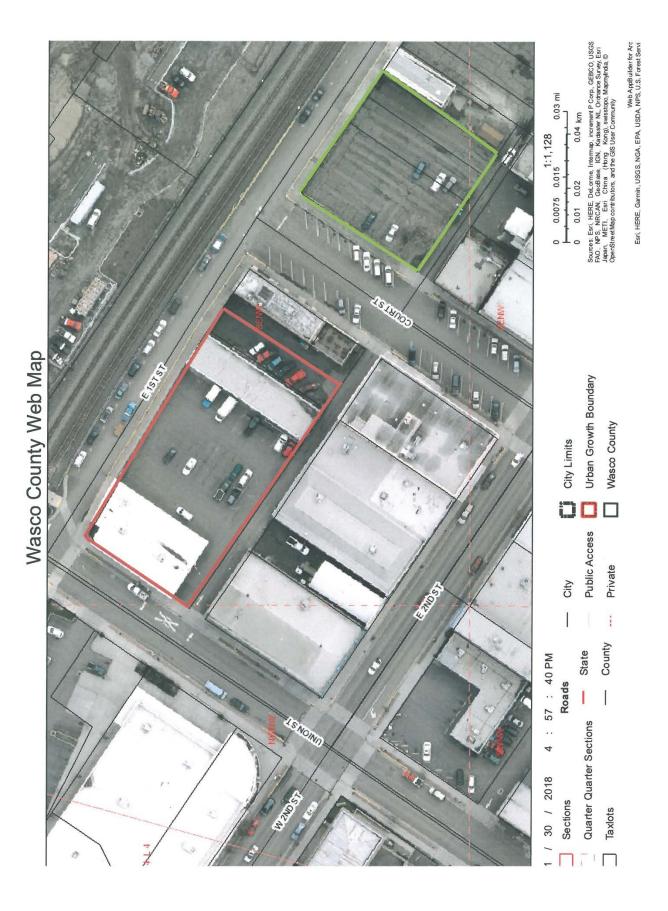
-\$103,000 Parking Lot (1st and Court Street)

-\$172,000 SDC's/Permits/Fees Credit (not to exceed \$172K)

-\$100,000 Demolition Grant (

-\$625,000 (Other Development Costs (not to exceed)

Total Equals \$1.0M



URAB Agenda Packet February 20, 2018 | Page 42 of 52



(541) 296-5481 ext. 1122 FAX (541) 296-6906

MEMORANDUM

TO: Urban Renewal Agency Board Members

- FROM: Gene Parker, City Attorney
- DATE: February 9, 2018
- RE: Possible recission of motion for approval of Exclusive Negotiating Agreement with GBHD, LLC

At the Agency's meeting on January 30, 2018 when the Board voted 3 to 2 to approve a proposed ENA with GBHD, LLC for a proposed hotel project, I advised the Board my opinion was that approval of the ENA would require an affirmative vote of a majority of the entire Board. I based this provision upon ORS 174.130 which provides as follows:

"Any authority conferred by law upon three or more persons may be exercised by a majority of them unless expressly otherwise provided by law"

The Oregon Attorney General's office has consistently interpreted this statute to require a majority of all board members of a board, commission, or council to concur in order to make a decision, unless the governing body has adopted a specific provision providing that action can be taken by less than a majority of the entire board. The Urban Renewal Agency has not specifically adopted a rule that would allow action to be taken by a majority of those members present and voting. Under the Attorney General's analysis, at least 5 members would need to vote to approve the proposed ENA with GBHD, LLC.

One method to bring this issue back before the entire board would be for one member to make a motion to rescind the motion to approve the ENA that was adopted on January 30, 2018. Any member of the board could make such a motion. The motion to rescind would need to be approved by at least 6 members. If the motion to rescind were adopted, a new motion concerning the proposed ENA could be made for the entire board to consider.

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Columbia Gateway Urban Renewal Agency

CITY of THE DALLES 313 COURT STREET THE DALLES, OREGON 97058 (541) 296-5481 ext. 1125

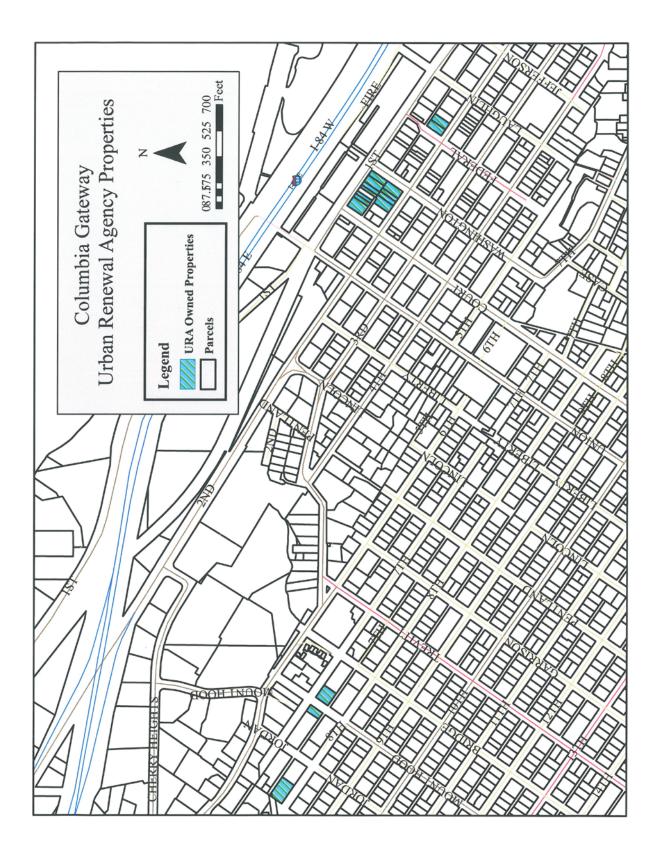
February 9, 2018

- To: Chair and Board Members
- Fr: Steven Harris, AICP Urban Renewal Manager

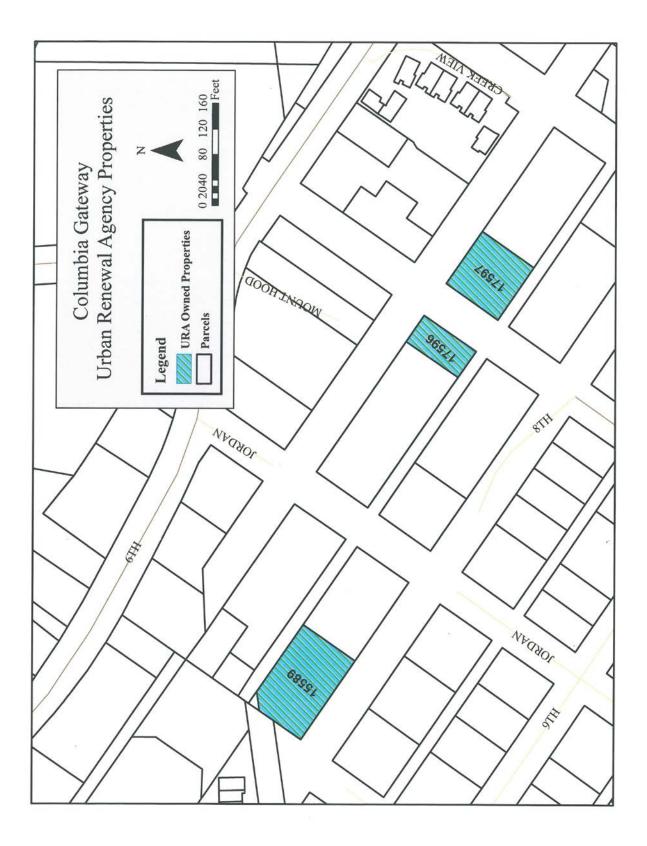
Re: Urban Renewal Agency-Owned Properties

As requested by Board Member Kramer, attached are maps and a list of Agency-owned properties. The properties on 8th Street (#15589) and 7th Place (#17596, #17597) are located within the Mill Creek open space area. The Sunshine Mill property is not included in the property list. Subject to the terms of the restructured installment loan and land sales contract, the Mill property is to be transferred from Agency ownership to Sunshine Mill (Discover Development, LLC) by March 15, 2018.

Enc







County		Square	
Acct # Map & Taxlot	Acres	Feet	Taxpayer
3572 1N 13E 3 BA 800	0.055853	2432.96	COLUMBIA GATEWAY URBAN RENEWAL AGCY
3574 IN 13E 3 BA 1000	0.060195	2622.09	COLUMBIA GATEWAY URBAN RENEWAL AGCY
3575 1N 13E 3 BA 1100	0.074211	3232.63	COLUMBIA GATEWAY URBAN RENEWAL AGCY
3576 1N 13E 3 BA 1200	0.199632	8695.97	COLUMBIA GATEWAY URBAN RENEWAL AGCY
3663 1N 13E 3 BD 2200	0.137986	6010.67	COLUMBIA GATEWAY URBAN RENEWAL AGCY
3661 1N 13E 3 BD 2300	0.137203	5976.56	COLUMBIA GATEWAY URBAN RENEWAL AGCY
3586 1N 13E 3 BD 3300	0.168737	7350.18	COLUMBIA GATEWAY URBAN RENEWAL AGCY
3584 1N 13E 3 BD 3400	0.078765	3431.00	COLUMBIA GATEWAY URBAN RENEWAL AGCY
3583 1N 13E 3 BD 3500	0.091068	3966.92	COLUMBIA GATEWAY URBAN RENEWAL AGCY
3581 1N 13E 3 BD 3600	0.163373	7116.53	COLUMBIA GATEWAY URBAN RENEWAL AGCY
3571 1N 13E 3 BD 400	0.081892	3567.22	COLUMBIA GATEWAY URBAN RENEWAL AGCY
3570 1N 13E 3 BD 500	0.150153	6540.66	COLUMBIA GATEWAY URBAN RENEWAL AGCY
3568 1N 13E 3 BD 600	0.116315	5066.68	COLUMBIA GATEWAY URBAN RENEWAL AGCY
17596 1N 13E 4 AB 4001	0.114291	4978.52	COLUMBIA GATEWAY URBAN RENEWAL AGCY
17597 1N 13E 4 AB 4101	0.228082	9935.25	COLUMBIA GATEWAY URBAN RENEWAL AGCY
15589 1N 13E 4 AB 4800	0.337158	14686.60	COLUMBIA GATEWAY URBAN RENEWAL AGCY

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Urban Renewal Agency Board

City of The Dalles, Oregon

Attendance Summary 2017

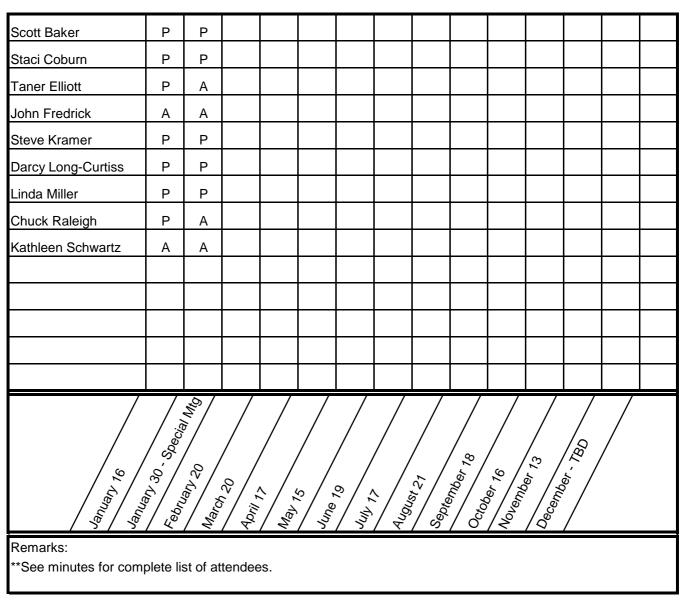
Scott Baker	Р	Р	Р	А	Р	Р	Р	Р	Р	Р	Р	Р	Р	С
Staci Coburn	А	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	С
Taner Elliott	Р	А	Р	Р	Р	Р	Р	А	Р	Р	Р	Р	А	С
John Fredrick	Р	Р	Р	Р	Р	Р	Р	Р	Р	А	Р	Р	Р	С
Steve Kramer	Р	Р	А	Р	Р	Р	Р	Р	Р	Р	Р	А	А	С
Darcy Long-Curtiss	Р	Р	Р	Р	Р	Р	Р	Р	Р	А	Р	Р	Р	С
Linda Miller	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	С
John Willer	А	Р	Р	А	А	Р								
Chuck Raleigh		Р	А	Р	Р	Р	Р	Р	А	А	Р	Р	Р	С
Kathleen Schwartz							Р	Р	Р	А	Р	Р	Р	С
January 37 Sanuary 37 February 27 March 27 March 27 March 27 May 16 Une 20 Une														
Remarks:														
**See minutes for complete list of attendees.														

- P= Present
- A= Absent
- * = Cancelled due to lack of quorum
- C= Cancelled due to lack of business

Urban Renewal Agency Board

City of The Dalles, Oregon

Attendance Summary 2018



- P= Present
- A= Absent
- * = Cancelled due to lack of quorum
- C= Cancelled due to lack of business