



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 16, 2018

6:00 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 21, 2017
- VI. PUBLIC COMMENTS
- 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. Urban Renewal Agency By-Laws
 - B. Review of Urban Renewal Agency Financials and Budget
 - C. Authorization to enter into agreement with AINW, LLC for archeological investigations for 401-107 E. 2nd Street (Tony's Building), adjoining alleyway and public parking lot
- IX. STAFF COMMENTS

Next Regular Meeting Date: February 20, 2018
- X. BOARD MEMBERS COMMENTS OR QUESTIONS
- XI. ADJOURNMENT



IMPROVING OUR COMMUNITY

COLUMBIA GATEWAY URBAN RENEWAL AGENCY

CITY OF THE DALLES

AGENDA STAFF REPORT

AGENDA LOCATION: VIII. A.

DATE: January 16, 2018

TO: Chair and Members of the Urban Renewal Agency Board

FROM: Steven K. Harris, AICP
Urban Renewal Manager

ISSUE: Urban Renewal Agency By-Laws

BACKGROUND

Attached for the Board's review and discussion are a set of draft Agency By-Laws. The Board had previously requested staff prepare By-Laws and submit for review and action. The proposed format is based on other similar urban renewal agencies in the state. Ordinance No. 16-1346, revising the status of the Agency Board, and the accompanying City Council agenda report are attached for background information.

STAFF RECOMMENDATIONS

Staff recommends that the Board review the draft By-Laws and provide staff with direction as appropriate.

Attachments

Draft By-Laws (dated December 11, 2017)

City Council agenda report and Ordinance No. 16-1346 (dated September 12, 2016)

URBAN RENEWAL AGENCY RESOLUTION NO. _____

RESOLUTION OF THE COLUMBIA GATEWAY URBAN RENEWAL AGENCY

APPROVING AND ADOPTING AGENCY BY-LAWS

WHEREAS, the Columbia Gateway Urban Renewal Agency acting by and through the City of The Dalles, Oregon, pursuant to the provisions of Chapter 457 of the Oregon Revised Statutes, is the duly appointed Urban Renewal Agency of the City of The Dalles, Oregon:

WHEREAS, the Agency wishes to adopt a set of by-laws to govern the conduct and business of the Agency;

NOW, THEREFORE, THE COLUMBIA GATEWAY URBAN RENEWAL AGENCY DOES RESOLVE AS FOLLOWS:

ARTICLE 1 – AUTHORITY

Section 1. Name: The name of the Agency shall be the Columbia Gateway Urban Renewal Agency, hereinafter referred to as “Agency.”

Section 2. Office: The office of the Agency shall be City Hall of the City of The Dalles, Oregon, or as mutually agreed to by The Dalles City Council and the Agency.

Section 3. Powers and Duties of the Agency: The powers and duties of the Agency shall be as provided by Chapter 457 of the Oregon Revised Statutes and the City of The Dalles Charter and as authorized by The Dalles City Council in accordance with Ordinance No. 16-1346, adopted by The Dalles City Council on September 12, 2016.

ARTICLE II – BOARD MEMBERS

Section 1. Agency Membership: The Board of the Agency shall be composed of nine members who shall be appointed based upon their positions as follows:

Three of the members shall be City Councilors, who shall be appointed by the Mayor, subject to City Council approval. Two of the members shall be members of the general public representing businesses located within the boundaries of the Urban Renewal District, appointed by the Mayor, subject to City Council approval. The other four members shall represent Wasco County, the Mid-Columbia Fire and Rescue District, the Northern Wasco County Parks and Recreation District, and the Port of The Dalles. Each of these four governmental agencies shall appoint a representative to serve upon the Agency Board.

Section 2. Term of Office: The term of office for each member is covered by City Ordinance.

ARTICLE III – OFFICERS AND PERSONNEL

Section 1. Officers: The officers of the Agency shall be Chair and Vice Chair.

Section 2. Chair: The chair shall be elected by a majority of the board members of the Agency and shall preside at all meetings of the Agency. Except as otherwise authorized by resolution of board members, the chair or vice chair shall sign all contracts, deeds, and other instruments made by the Agency. At each meeting, the chair shall submit such recommendations and information as the chair may consider proper concerning the business, affairs, and policies of the Agency.

Section 3. Vice Chair: The vice chair shall be elected by a majority of the board members of the Agency and shall perform the duties of the chair in the absence or incapacity of the chair; and in case of resignation or death of the chair, the vice chair shall perform such duties as are imposed on the chair until such time as the board shall elect a new chair.

Section 4. Additional Duties: The officers of the Agency shall perform such other duties and functions as may from time to time be required by the Agency or by the by-laws or rules and regulations of the Agency.

Section 5. Election or Appointment: The chair and vice chair shall be elected annually by a majority of board members at the first board meeting following January 1st of each year, and shall hold office for one year or until their successors are elected.

Section 6. Vacancies: Should the offices of the chair or vice chair become vacant, the board shall elect a successor from its members at the next regular meeting and such election shall be for the un-expired term of such office.

Section 7. Personnel: The urban renewal manager shall serve as the administrator of the board. The administrator shall keep the records of the Agency, record all votes, keep a record of the proceedings of the Agency, and perform all duties incidental to the office and other duties and functions as may from time to time be required by the Agency, its by-laws or rules and regulations of the Agency.

The board may create additional positions and appoint such personnel as it may from time to time find necessary or convenient to perform its duties and obligations as such compensation as may be established by the Agency, which appointments shall continue at the pleasure of the Agency or until resignation.

Section 8. Removal: The chair and/or vice chair may be removed at any time by a majority vote of the entire board.

ARTICLE IV – MEETINGS

Section 1. Regular Meetings: Regular meetings shall be in accordance with ORS Chapter 192. All meetings shall be held in at City Hall in the City of The Dalles, Oregon, or at such other place as the chair shall determine. A regular meeting may be adjourned to a time and date certain decided by a vote of the majority of the Agency board members present and voting, and no notice of such adjourned meeting need be given.

Section 2. Special Meetings: The chair may, when the chair deems it expedient, and/or shall, upon written request of two board members of the Agency, call a special meeting of the Agency to be held at the regular meeting place, unless otherwise specified in the call, for the purpose of transaction any business designated. Special meetings may also be held at any time by the unanimous consent of all board members of the Agency. Notice of such meeting shall be in accordance with ORS Chapter 192.

Section 3. Quorum: Five board members of the Agency shall constitute a quorum for the purpose of conducting its business and exercising its powers and for all other purposes. A majority of the board members of the Agency present and voting shall be necessary to determine any question before the Agency.

Section 4. Manner of Voting: The voting on formal resolutions, matters to any federal, state, county or city agency, and on such other matters as may be requested by a majority of the Agency board members shall be by roll call, and the ayes and nays along with board members present and not voting shall be entered upon the minutes of such meeting.

Section 5. Order of Business: At the regular meeting of the Agency, the following shall be substantially the order of business:

- A. Call to Order
- B. Roll Call
- C. Pledge of Allegiance
- D. Approval of the Agenda
- E. Approval of Minutes
- F. Public Comment
- G. Discussion and/or Action items
- H. Staff Comments
- I. Board Member Comments/Questions
- J. Adjourn

Section 6. Resolutions: All resolutions shall be in writing.

Section 7. Roberts Rules: All rules of order not herein provided for or provided for by resolution shall be determined in accordance with Roberts Rules of Order, Newly Revised.

Section 8. Open Meetings: All meetings shall be open to the public, except that any portion of a meeting may be held in executive session if such session is in conformity with ORS Chapter 192.

ARTICLE V – PROCEDURES

Section 1. Standing or Special Committees: The chair is authorized to refer items to standing or special committees for recommendation and report. Appointments to such committees need not be restricted to board members of the Agency.

Section 2. Authorization of Expenditures: Authorization and approval of the expenditures of money may be made only at a regular meeting or at a special meeting called for that purpose. Provided, that no authorization or approval of expenditures of money may be made at a special meeting unless all board members of the Agency have been advised in advance of said meeting that such authorizing action is intended to be taken or considered.

ARTICLE VI – FINANCIAL

Section 1. Separate Fund: A separate fund or funds of the City of The Dalles shall be established for the Agency. All disbursements from these funds shall follow the regular disbursement procedures of the City of The Dalles.

Section 2. Budget: Budget procedures shall be in compliance with state budget laws. The committee which reviews the budget of the Agency shall consist of the board members of the Agency, and nine citizens appointed by the Mayor, subject to confirmation by the City Council in accordance with city ordinance.

Section 3. Audit: An annual audit of the fund or funds of the Agency shall be performed by the auditor of the City of The Dalles using the same procedures as are used for all other funds of the City and in accordance with state audit laws.

ARTICLE VII – AMENDMENTS

Amendments to By-Laws: The by-laws of the Agency shall be amended only with the approval of a majority of all members of the Agency at a regular or special meeting, but no such amendment shall be adopted unless at least seven (7) days notice thereof has been previously given to all of the board members.

END OF BY-LAWS



CITY of THE DALLES
313 COURT STREET
THE DALLES, OREGON 97058

(541) 296-5481
FAX (541) 296-6906

AGENDA STAFF REPORT

AGENDA LOCATION: Public Hearing Item #11-A

MEETING DATE: September 12, 2016

TO: Mayor and City Council

FROM: Gene Parker, City Attorney

ISSUE: Approval of General Ordinance No. 16-1346 revising the structure of the Urban Renewal Agency Board

BACKGROUND: On December 14, 1998, the City Council adopted General Ordinance No. 98-1228 which created a change in the structure of the board exercising the powers of the Columbia Gateway Urban Renewal Agency, by establishing the City Council as the Agency's governing body, and creating a citizen's advisory committee consisting of representatives of local taxing districts and the public at large. Following a joint work session of the Agency Board and the Urban Renewal Advisory Committee, it was the consensus of the Agency Board members and the Advisory Committee that the structure of the Board exercising the Agency's powers be revised to establish one board, and to dissolve the Urban Renewal Advisory Committee.

The ordinance proposes to vest the powers of the Urban Renewal Agency in a nine-person board. The board would include three City Councilors, two members of the general public representing businesses located within the boundaries of the Urban Renewal District, and representatives of Wasco County, the Mid-Columbia Fire and Rescue District, the Northern Wasco County Parks and Recreation District, and the Port of The Dalles.

Section 3 sets the process for appointment of the members of the proposed board. The Mayor would appoint the three Council members and two public members, subject to the Council's approval. The four listed governing bodies would appoint a representative to serve on the agency board.

Section 6 contains the provisions for the terms of the public members, City Councilors, and representatives of the designated government bodies. The initial term of the public members would be staggered so that one member would be initially appointed to a one

year term, and the other member would be appointed to a two year term. After the expiration of the initial term for a public member, they could be appointed for a three year term or a new public member could be appointed. The terms of a council member, or a representative of a public body who is a member of the public body would be concurrent with the term of office which the Council member or public official holds at the time of appointment. For a representative of one of the four designated government bodies who is not a member of the public body, they would be appointed for a three year term.

Section 7 sets forth provisions concerning the membership of the Budget Committee. The nine members of the new board would serve on the Budget Committee. Oregon budget law would require that an equal number of citizen electors would need to be appointed to the Budget Committee. If the Agency could not find nine citizens who would be willing to serve on the Agency Budget Committee, then the Budget Committee would consist of the members of the Agency board, and those citizens willing to serve on the Budget Committee. If no citizens are willing to serve on the Budget Committee for the Agency, the Agency Board members would serve as the Budget Committee for the Agency.

Section 8 provides that the administration, management, and direction of the Agency would be the responsibility of the proposed new Agency Board.

BUDGET IMPLICATIONS: None.

BOARD ALTERNATIVES:

1. Staff recommendation: *Move to adopt General Ordinance No. 16-1346 as proposed by title.*
2. Identify any provisions which the Council believes should be revised, and move to recommend to the Urban Renewal Agency that it approve those changes.
3. Decline to adopt General Ordinance No. 16-1346.

GENERAL ORDINANCE NO. 16-1346

**AN ORDINANCE AMENDING CERTAIN PROVISIONS OF GENERAL
ORDINANCE NO. 90-1106, CHANGING THE STRUCTURE OF THE
BOARD EXERCISING THE URBAN RENEWAL AGENCY'S POWERS**

WHEREAS, on December 14, 1998, the City Council adopted General Ordinance No. 98-1228 which created a change in the structure of the board exercising the powers of the Columbia Gateway Urban Renewal Agency, by establishing the City Council as the Agency's governing body, and creating a citizen's advisory committee consisting of representatives of local taxing districts and the public at large; and

WHEREAS, following a joint work session of the Columbia Gateway Urban Renewal Agency Board and the Urban Renewal Advisory Committee, it was the consensus of the members of the Agency Board and the Urban Renewal Advisory Committee that the structure of the Board exercising the Urban Renewal Agency's powers should be revised to establish one board, and to dissolve the Urban Renewal Advisory Committee; and

WHEREAS, the City Council desires to proceed with implementing the change in the structure of the Agency's Board, as recommended during the joint work session of the Urban Renewal Agency Board and the Urban Renewal Advisory Committee;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DALLES
ORDAINS AS FOLLOWS:**

Section 1. Section 3 of General Ordinance No. 90-1106 shall be amended to read as follows:

Section 3. The City Council further declares, pursuant to ORS 457.045(2), that all of the rights, powers, duties, privileges and immunities granted to, and vested in, an Urban Renewal Agency by the laws of the State of Oregon shall be exercised by and vested in the Urban Renewal Agency of the City of The Dalles, Oregon, which Agency Board shall be composed of three City Councilors, two members of the general public representing businesses located within the boundaries of the Urban Renewal District, and representatives of Wasco County, the Mid-Columbia Fire and Rescue District, the Northern Wasco County Parks and Recreation District, and the Port of The Dalles.

Section 2. Sections 5, 6, 7, 8, 9, and 10 of General Ordinance No. 90-1106 shall be deleted, and replaced with new Sections 5 and 6, which shall read as follows:

Section 5. Membership and appointment. The Urban Renewal Agency Board shall consist of nine members. Three of the members shall be City Councilors, who shall be appointed by the Mayor, subject to City Council approval. Two of the members shall

be members of the general public representing businesses located within the Urban Renewal District, appointed by the Mayor, subject to City Council approval. The other four members shall represent Wasco County, the Mid-Columbia Fire and Rescue District, the Northern Wasco County Parks and Recreation District, and the Port of The Dalles. Each of these four governmental agencies shall appoint a representative to serve upon the Agency Board.

Section 6. Terms.

- A. Public members. The terms of office of a public member shall be three years (except for the terms of initial appointment) commencing upon the date of appointment occurring during the year of appointment, or until a successor is appointed and qualified. For the initial appointments, the terms of office shall be staggered so that the terms of the two public members do not expire in the same year; i.e., one member shall be appointed to a one year term, and another member shall be appointed to a two-year term. At the expiration of the term of any public member of the Agency Board, the Mayor shall appoint a new member, or reappoint a member for a term of three years. A vacancy in a position of a public member of the Agency Board shall be filled by appointment by the Mayor to serve the unexpired term. No person shall hold appointment as a public member of the Agency Board for more than two full consecutive terms, but any person may be appointed again after an interval of one year.
- B. City Councilors. The term of office of each member of the Urban Renewal Agency Board that is a member of the City Council shall be concurrent with that member's individual term of office, commencing with the date of appointment to the Urban Renewal Agency Board.
- C. Representatives of Designated Government Bodies. For the members representing one of the four designated governing bodies, the term of appointment shall be as follows: in the case of a representative who is not a member of the appointing governing body, the term of appointment shall be three years from the date of appointment, and shall continue until the term expires, or until a successor is qualified and appointed to take their place; in the case of a representative who is a member of the appointing governing body, the term of appointment shall be concurrent with the member's individual term of office which the member holds at the time of appointment, and shall continue until that term of office expires, or a successor is qualified and appointed to take their place.

Section 3. Section 11, Budget Committee Membership, of General Ordinance No. 90-1106 shall be renumbered Section 7, and be amended to read as follows:

Section 7. Budget Committee Membership. The members of the Urban Renewal Agency Board shall also serve on the Budget Committee for the Urban Renewal Agency.

Citizens who are electors and willing to serve on the Budget Committee shall be appointed by the Mayor, subject to confirmation by the City Council, to serve three year terms in accordance with the provisions of Oregon local budget law, with the terms to be staggered so that, as near as practicable, one-third of the terms of the appointive members end each year; provided further that in the case of an appointment of a citizen which was necessitated by the increase in the membership of the governing body of the Urban Renewal Agency, those additional appointive members of the Budget Committee shall be appointed for such terms so that they, together with members previously appointed to the Budget Committee, will be divided into three equal or approximately equal groups as to the length of the terms.

Section 4. Section 12, Administration of Agency, of General Ordinance No. 90-1106 shall be renumbered Section 8, and be amended to read as follows:

Section 8. Administration of Agency. The actual administration, management, and direction of the Columbia Gateway Urban Renewal Agency shall be the responsibility of the Urban Renewal Agency Board.

PASSED AND ADOPTED THIS 12TH DAY OF SEPTEMBER, 2016

Voting Yes, Councilor: _____
Voting No, Councilor: _____
Absent, Councilor: _____
Abstaining, Councilor: _____

AND APPROVED BY THE MAYOR THIS 12TH DAY OF SEPTEMBER, 2016.

Stephen E. Lawrence, Mayor

Attest:

Izetta Grossman, City Clerk



IMPROVING OUR COMMUNITY

COLUMBIA GATEWAY URBAN RENEWAL AGENCY
CITY OF THE DALLES

AGENDA STAFF REPORT
AGENDA LOCATION: VIII. B.

DATE: January 16, 2018

TO: Chair and Members of the Urban Renewal Agency Board

FROM: Steven K. Harris, AICP
Urban Renewal Manager

ISSUE: Urban Renewal Agency Financials and Budget

BACKGROUND

Staff will provide an update on the Agency's financial situation for the current budget year, tentative supplemental budgetary actions and implications for FY2018-19 budget. The discussion will be a continuation of the information provided to Board Members by Finance Director Angie Wilson. The discussion will focus on current year actions, both budgeted and unbudgeted, that will have financial implications for FY2018-19.

Additional information will be distributed prior to the Board meeting.



IMPROVING OUR COMMUNITY

COLUMBIA GATEWAY URBAN RENEWAL AGENCY
CITY OF THE DALLES

AGENDA STAFF REPORT
AGENDA LOCATION: VIII. C.

DATE: January 16, 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

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.

The cost of the survey will be incorporated into the total amount of public assistance requested by Tokola Properties.

STAFF RECOMMENDATIONS

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.

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:

<u>Type of Insurance</u>	<u>Limits of Liability</u>
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: _____

Taner Elliott, Chair

By: _____

_____, President

APPROVED AS TO FORM:

Gene E. Parker, Agency Attorney

ARCHAEOLOGICAL INVESTIGATIONS NORTHWEST, LLC

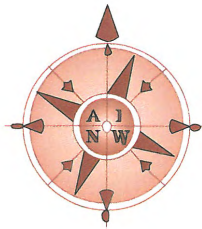
PROFESSIONAL SERVICES AGREEMENT

COLUMBIA GATEWAY URBAN RENEWAL AGENCY

EXHIBIT "A"

SCOPE OF WORK

12.29.17



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 for listing in the National Register of Historic Places (NRHP).

- 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 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, LLC

PROFESSIONAL SERVICES AGREEMENT

COLUMBIA GATEWAY URBAN RENEWAL AGENCY

EXHIBIT “B”

COST PROPOSAL

12.29.17

Archaeological Investigations Northwest, Inc.

Project Name: The Dalles - Development

East side of Federal between 1st and 2nd Streets

2018

Client: Stephen Harris, Planning Dept. Director

Date: December 29, 2017

Task	Description	Fagan PI/PM/Senior Archaeologist	PM/Sr Archit./Hist./Sr Archaeologist	Smits Senior Archaeologist	Senior Architectural Historian	Architectural Historian	Supervising Archaeologist	Supervising Archaeologist	Staff Archaeo	Graphics- GIS	Research/ Proj. Assist./ Proj. Admin	Field/Lab Archaeological 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												
	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 Dalles - AINW Proposal 12-29-17