

<p style="text-align: center;"><b>URBAN RENEWAL AGENCY CONTRACT FOR PERSONAL SERVICES</b></p>
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**CONTRACT:**

This Contract, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 by and between the **URBAN RENEWAL AGENCY, a Component Unit of the City of Astoria**, hereinafter called "**URA**", and **WALKER MACY** hereinafter called "**CONSULTANT**", duly authorized to perform such services in Oregon.

**WITNESSETH**

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

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

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

1. **CONSULTANT SERVICES**

A. CONSULTANT shall perform professional services, as outlined in the Attachment A, to the City of Astoria.

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

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

2. **COMPENSATION**

A. The URA agrees to pay CONSULTANT a total not to exceed \$179,600 for performance of those services provided herein;

B. The CONSULTANT will submit monthly billings for payment. Billings shall be payable within 30 days of receipt by City.

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

3. **CONSULTANT IDENTIFICATION**

CONSULTANT shall furnish to the URA the CONSULTANT'S employer identification number, as designated by the Internal Revenue Service, or CONSULTANT'S Social Security number, as URA deems applicable.

4. **URA'S REPRESENTATIVE**

For purposes hereof, the URA'S authorized representative will be Brett Estes, City of Astoria, 1095 Duane Street, Astoria, Oregon, 97103, (503) 325-5824.

5. CONSULTANT'S REPRESENTATIVE

For purposes hereof, the CONSULTANT'S authorized representative will be MICHAEL W. ZILIS, Principal, WALKER | MACY, (503) 425-1118, mzilis@walkermacy.com

6. URA'S OBLIGATIONS

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

7. CONSULTANT IS INDEPENDENT CONTRACTOR

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

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

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

8. CANCELLATION FOR CAUSE

URA may cancel all or any part of this Contract if CONSULTANT breaches any of the terms herein and fails to cure such breach within 10 days after receiving notice thereof, or in the event of any of the following: Insolvency of CONSULTANT; voluntary or involuntary petition in bankruptcy by or against CONSULTANT; appointment of a receiver or trustee for CONSULTANT, or any assignment for benefit of creditors of CONSULTANT. Damages for breach shall be those allowed by Oregon law, reasonable and necessary attorney's fees, and other costs of litigation at trial and upon appeal. CONSULTANT may likewise cancel all or any part of this contract if URA breaches any of the terms herein and be therefore entitled to equivalent damages as expressed above for URA.

9. ACCESS TO RECORDS

URA shall have access to such books, documents, papers and records of contract as are directly pertinent to this contract for the purposes of making audit, examination, excerpts and transcripts.

10. FORCE MAJEURE

Neither URA nor CONSULTANT shall be considered in default because of any delays in completion of responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the party so disabled provided the party so disabled shall within ten (10) days from the

beginning such delay notify the other party in writing of the causes of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation.

11. NONWAIVER

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

12. ATTORNEY'S FEES

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

13. APPLICABLE LAW

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

14. CONFLICT BETWEEN TERMS

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

15. INDEMNIFICATION

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

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

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

16. INSURANCE

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

A. Commercial General Liability. CONSULTANT shall obtain, at CONSULTANT'S expense and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage. Coverage shall include consultants, subconsultants and anyone directly or indirectly employed by either.

B. Automobile Liability. Automobile Liability. CONSULTANT shall obtain, at CONSULTANT'S expense and keep in effect during the term of the resulting contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits).

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

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

17. CITY BUSINESS LICENSE

Prior to beginning work, the CONSULTANT shall have a current City of Astoria business license (occupational tax). Before permitting a sub-consultant to begin work, CONSULTANT shall verify that sub-consultant has a current City of Astoria business license.

18. WORKMEN'S COMPENSATION

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

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

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

CONSULTANT shall pay all contributions or amounts due the Industrial Accident Fund from CONSULTANT or any subconsultants incurred in the performance of the contract.

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

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

20. NONDISCRIMINATION

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

21. PAYMENT OF MEDICAL CARE

CONSULTANT shall promptly, as due, make payment to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury to the employees of such CONSULTANT, of all sums which the CONSULTANT agrees to pay for such services and all moneys and sums which the CONSULTANT 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.

22. OVERTIME

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

23. USE OF ENGINEER'S DRAWINGS AND OTHER DOCUMENTS

The CITY retains all drawings and other documents prepared by the CONSULTANT for the project after payment to CONSULTANT.

CONSULTANT will not be held liable for reuse of documents or modifications thereof for any purpose other than those authorized under this Agreement.

24. STANDARD OF CARE

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

25. NO THIRD PARTY BENEFICIARIES

This contract gives no rights or benefits to anyone other than the URA and CONSULTANT and has no third party beneficiaries.

26. ASSIGNMENT

This contract is personal to Consultant and may not be assigned or any work subcontracted without consent from the URA.

27. SEVERABILITY AND SURVIVAL

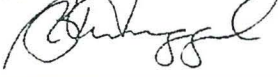
If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability shall survive termination of this Agreement for any cause.

28. COMPLETE CONTRACT

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


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

Approved as to form:

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

URBAN RENEWAL AGENCY, a Component Unit  
of the City of Astoria

BY:  6/21/21  
Development Commission Chair Date

BY:  6/21/21  
City Manager Date

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

June 18, 2021

Mr. Brett Estes  
City Manager, City of Astoria  
Astoria City Hall  
1095 Duane Street  
Astoria, OR 97103

RE: Professional Services Proposal  
Port of Astoria Waterfront Master Plan

Dear Brett,

We appreciate the opportunity to submit the following proposal for providing landscape architectural services for the Port of Astoria Waterfront Master Plan.

**PROJECT UNDERSTANDING AND TEAM ROLES:**

1. The Astoria Development Commission (Commission), City of Astoria (City), and Port of Astoria (Port) are partnering to establish a Waterfront Master Plan with the following goals, as stated in the RFQ:
  - Creation of a Vision for the Port's Industrial Waterfront that promotes vibrant mixed use development, leveraging strategic public investments and policy initiatives that set the stage for substantial new private development.
  - A Vision that captures the public imagination and enjoys broad support, above all from the Commission, the City, and the Port.
  - A Vision that is long term in focus, but which is capable of adapting to changing economic circumstances over time.
  - A Vision that contributes to the economic prosperity of Astoria.
  - A Master Plan that aligns Astoria's policies with that Vision, including zoning regulations, and future Commission and Port investments in the area.
  - A Master Plan that contributes to the financial stability of the Port and the City.
  - A Master Plan that reinforces Astoria's historic role as the economic hub of the North Coast.
2. Walker Macy will be the prime consultant. Walker Macy's role will be to provide the following:
  - We will lead the planning effort and tasks listed in the Scope of Work.

**Exhibit "A"**

- We will work directly with the Project Management Team (PMT), comprised of the City, Port, and the Plan's Project Coordinator, and the planning team during the effort to ensure a comprehensive approach to the work.
3. The following consultants are included in this proposal and will be contracted directly to Walker Macy:
- Economic Planning: ECONorthwest
  - Development Strategy: Citizen Development Group
  - Architecture: FFA Architecture
  - Structural and Civil Engineering: KPFF Consulting Engineers
  - Traffic Engineering: DKS Associates
  - Cost Estimating: DCW Cost Management
  - Zoning Support Optional Services: Winterbrook Planning

#### **SCOPE OF WORK:**

Based on our understanding of the project, and the information provided, we propose the following scope of work:

##### **1. Project Management (ongoing)**

- 1.1. Establish roles and communication protocols.
- 1.2. Establish schedule, with PMT.
- 1.3. Ongoing communication with Consultant Team Project Manager
- 1.4. Monthly invoices

##### *Meetings (2):*

- *PMT project startup meetings (up to 2 virtual)*
- *Subsequent PMT meetings are included in Project Tasks below.*

##### *Deliverables:*

- *Project Management Memorandum specifying roles, communication protocols, and project schedule.*

##### **2. Community Engagement (ongoing)**

- 2.1. Prepare Community Engagement Strategy that outlines goals, schedule, and techniques.  
Present at kick-off
- 2.2. Provide brief text and graphics for three project updates on the City's Project Website, based on existing content from PAC presentations.

##### *Comments:*

- *Spanish translation services will be provided by the City.*
- *Stakeholder interviews are included in Task 4.*



*Meetings (3):*

- *Community Engagement coordination meetings, ongoing (3 virtual)*

*Deliverables:*

- *Content for Project website updates (3 packages)*

**3. Kickoff Meeting**

**3.1. Project Kickoff Meeting in Astoria with City and Port. Agenda includes:**

- » Introductions
- » Roles and communication protocols
- » Project Advisory Committee (PAC)
- » Project Management Team (PMT)
- » Community Engagement Goals and Target Stakeholders
- » Background resources available
- » Project Schedule
- » Site Tour to discuss opportunities

*Meetings (2):*

- *PMT prep / coordination meeting (1 virtual)*
- *Kickoff Meeting in Astoria*

*Deliverables*

- *Meeting notes*

**4. Background and Existing Conditions (4 weeks)**

**4.1. Develop project base maps using City GIS layers and/or CAD surveys provided by City.**

**4.2. Existing economic trends and existing conditions.**

- » This analysis summarizes key known trends, issues, and constraints that the Port/City need to account for based on existing documents, information and context related to marine industries, demographic changes, tourism development, and small business needs. The goal of this analysis is to identify strategic questions to consider throughout the process.

**4.3. Existing land uses analysis, including maritime operations and economics.**

- » This analysis will be based on information provided by the City/ Port.

**4.4. Existing code and policy framework analysis.**

- » This analysis is focused on a high level review the existing policy framework and potential constraints.

**4.5. Existing infrastructure and utilities analysis.**

- » This analysis will be based on existing information and focus on available utilities, gaps, and potential constraints that may impact future development.

**4.6. Existing over-water structures and shoreline assessment.**

- » This assessment will be based on existing information and focus on a general description of existing structures and shoreline types and character.

4.7. Existing buildings assessment.

- » This assessment will be based on site observations documented during tour of the Chinook Building, Riverwalk Inn (old Red Lion), and Bornstein Seafood buildings, and focus on visible structural considerations and architectural considerations that may impact future use or renovation.

4.8. Existing transportation and parking assessment.

- » The assessment will be based on existing information and focus on existing transportation conditions in the study area. The assessment will describe study area access for all modes; summarize available traffic count data for adjacent streets, and general parking areas and use.

4.9. Site characteristics analysis.

- » This analysis will include key characteristics that may influence the master plan, such as: circulation; topography; sun, shade, and wind; views; history/historical conditions; visual character; and coastal resilience

4.10. Stakeholder interviews.

- » The Planning Team will conduct interviews with individuals and groups with special knowledge about the waterfront and interest in its future. The City will identify stakeholders and organize the virtual interviews.

*Meetings (TBD):*

- *PMT progress meetings (3 virtual)*
- *Buildings tour (1 in person)*
- *Stakeholder interviews with 10 – 12 individuals / groups. These will be combined as possible. (all virtual)*

*Deliverables:*

- *Summary of Background Information, Analysis of Existing Conditions, and Interviews*
- *Stakeholder Interview Meeting notes with summaries from Stakeholder Interviews (10 -12)*

**5. Vision Charrette**

5.1. Facilitate charrette with the Project Advisory Committee (PAC). Agenda for this meeting includes:

- » Present key findings from Background and Existing Conditions task.
- » Establish Project Core Values.
- » Discuss key elements for master plan concepts (e.g. Uses; Urban Design Principles; Economics, Multi-modal connections; Transportation and Parking; Public access and open space; Cruise operations; Marina; Existing buildings and tenants; and more)
- » Discuss strategies for funding and support from State and other sources.

*Meetings (1):*

- *PAC Meeting 1: Vision Charrette, in Astoria*

*Deliverables*

- *Summary of Vision Charrette, with narrative description and photographs of the meeting; key themes, decisions, and salient questions to guide the Planning Team's work and planning process.*

**6. Plan Alternative Concepts (6 weeks)**

6.1. Prepare two alternative Concept Plans for the study area. Together, the alternative concepts will present multiple options for:

- » Land use
- » Infrastructure improvements
- » Development and economic opportunities
- » Multi-modal connections
- » Transportation and parking
- » Public access and open space
- » Cruise operations
- » Marina
- » Existing buildings
- » Phasing concepts, including early wins and catalyst projects
- » Strategies for funding

6.2. Present Plan Alternative Concepts to PAC for input

6.3. Finalize Plan Alternative Concepts, based on PAC feedback and City/ Port direction.

*Meetings (5):*

- *PMT progress meetings (4 virtual)*
- *PAC Meeting 2: Plan Alternative Concepts, in Astoria*

*Deliverables*

- *Plan Alternative Concepts Presentation. Each alternative will be represented with:*
  - » Site plan(s) and supporting diagrams
  - » Precedent imagery and sketches to convey concepts
  - »
  - » Up to two rendered concept plans and summary narrative, for conveying key attributes of the alternative to a general audience
- *Final Alternative Concepts Document*
- *Meeting notes from PAC Meeting 2*

**7. Community Forum 1: Alternative Concepts**

- 7.1. Develop and facilitate a community event. The purpose of this event is to raise awareness of the study and the Port Waterfront's potential, bring Astorians together (possibly at the site) to imagine its transformation, and gather input from the community on the Alternative Concepts.
- 7.2. Prepare Summary of Community Forum 1. The summary will include a narrative description and photographs of the event, results from public input, and a summary of messages, themes, and salient questions raised.

*Comments:*

- *Together with the PMT the Planning Team will develop the event's agenda, lead the presentation, and moderate discussion and feedback opportunities. The City will be responsible for arranging and producing the event, including the venue, public notifications and invitations, setup and cleanup, and audio-video logistics.*
- *The Community Forum will use materials developed during Tasks 4, 5, and 6.*

*Meetings (3):*

- *Community Forum coordination meetings with the PMT (up to 2 virtual)*
- *Community Forum 1, in Astoria*

*Deliverables*

- *Summary of Community Forum 1*

**8. Preferred Alternative Refinement (8 weeks)**

- 8.1. Prepare Preferred Alternative Concept Plan. This Plan will reflect input from the PAC and public, under the direction of the City/ Port. The Preferred Alternative will incorporate plan elements of the Alternative Concepts, with close attention to feasibility and implementation scenarios. The Plan will be represented in two ways:
  - » A Framework Plan, which establishes a long-term vision, identifies the fundamental elements of that vision, and organizes those into zones or sites that can be developed or improved over time. The Framework Plan provides a structure and methodology to guide incremental change as future investment, partnerships, funding opportunities, and new ideas emerge. It provides certainty, flexibility, and resilience.
  - » Demonstration Plans (2), which show potential improvement and development scenarios provided by the Framework. These plans demonstrate a range of possible outcomes for the Port Waterfront, represented in greater detail to solicit interest and facilitate evaluation of possible steps
- 8.2. Prepare Draft Implementation Strategy that identifies policy initiatives and public investments necessary to implement the Framework Plan. The Implementation Strategy will include:
  - » Plan policy and code amendment recommendations
  - » Phasing recommendations
  - » Prioritization
  - » Roles and partnerships
  - » Economic strategies and potential funding sources
  - » Preliminary order of magnitude cost estimates (for physical improvements)

Exhibit "A"

- » Identification of “early wins” and catalyst projects
- 8.3. Present Preferred Alternative Concept Plan and Draft Implementation Strategy to PAC for input
- 8.4. Update Preferred Alternative Concept Plan for public audience, based on PAC input.
- 8.5. The City/ Port will present the plan to City Council and Port Commission for input

*Comments:*

- *Policy and code amendment recommendations included in the Implementation Strategy will be general. Code amendment language can be provided in addition to this scope of work. See Optional Services.*

*Meetings (4):*

- *PMT progress meetings (3 virtual)*
- *PAC Meeting 3: Preferred Alternative and Draft Implementation Strategy, (1 virtual)*

*Deliverables*

- *Draft Preferred Alternative Concept Plan*
  - » Port Waterfront Vision (graphic and narrative)
  - » Framework Plan (graphic)
  - » Two Demonstration Plans (graphic)
  - » Supporting text to describe plan elements, development concepts, and considerations
- *Draft Implementation Strategy.*
- *Meeting notes from PAC Meeting 3*

**9. Community Forum 2**

- 9.1. Develop and facilitate on-site community event. The purpose of this event is to raise awareness of the study and the Port Waterfront’s potential, bring Astorians together (possibly at the site) to imagine its transformation, and gather input from the community on the Preferred Alternative Concept
- 9.2. Prepare Summary of Community Forum 2. The report will include a narrative description and photographs of the event, results from public input, and a summary of messages, themes, and salient questions raised. The report will incorporate the results of the Online Survey, which will be collected, synthesized, and provided by the City.

*Comments:*

- *Together with the PMT, The Planning Team will develop the event’s agenda; lead the presentation, and moderate discussion and feedback opportunities. The City will be responsible for arranging and producing the event, including the venue, public notifications and invitations, setup and cleanup, and audio-video logistics.*
- *The Community Forum will use materials developed during Task 8, Preferred Alternative and Draft Implementation Strategy. New and additional graphics are not currently included in this scope of work.*

*Meetings (3):*

- *Community Forum coordination meetings with the PMT (up to 2 virtual)*
- *Community Forum 2, in Astoria*

*Deliverables*

- *Summary of Community Forum 2*

**10. Final Plan and Implementation Strategy (6 weeks)**

- 10.1. Prepare and submit the Port of Astoria Waterfront Master Plan and Implementation Strategy. The report will reflect input from the PAC and public, under the direction of the City/Port. The Plan will be a public-facing, concise document with text and graphics that clearly articulate an implementable vision for the waterfront. Its contents will include:
- » Executive summary
  - » Overview of the PAC, community engagement, and Community Forums
  - » Core Values and Vision Statement
  - » Summary of Background and Existing Conditions
  - » Summary of Plan Alternative Concepts, including PAC and public feedback
  - » Preferred Alternative: Framework and Demonstration Plans
  - » Economic strategy and potential funding sources
  - » Implementation Strategy (includes policy and code amendment recommendations)
- 10.2. Incorporate revisions based on PMT comments and submit final version of the Port of Astoria Waterfront Master Plan and Implementation Strategy.
- 10.3. The City will present Final Plan to Astoria Development Commission and Port of Astoria Board for approval.

*Meetings (3):*

- *PMT progress meetings (up to 3 virtual)*

*Deliverables*

- *Final Port of Astoria Waterfront Master Plan and Implementation Strategy document (draft and final, digital)*

**OPTIONAL SERVICES:**

The following optional services may be added to the base scope and fee upon City authorization.

- **Public Engagement Support (JLA Public Involvement)**  
JLA Public Involvement's involvement is not currently included in the base scope of services. The City and Port may elect to engage their services for the following:

**Task 1: Online Surveys**

JLA will design, host, and maintain two (2) Online Surveys (concurrent with Community Forums) using the same graphic content as for the Community Forums. JLA will synthesize community input and include it as part of the Community Forum summary documents. Deliverables: Online Surveys for Community Forum 1 and Community Forum 2 (draft and final). **Fee: \$7,500.**

- **Policy and Zoning Code Modifications (Winterbrook Planning)**

Winterbrook Planning's efforts are currently not included in the base scope of services. The City and Port may elect to engage their services for the following:

**Task 1: Enhanced Zoning Code and Policy Framework Analysis.**

In addition to the basic review of existing policy framework and potential constraints (Task 4), provide information about how to develop a new framework for future development. Winterbrook's summary would describe a procedural path to making legislative changes to help achieve desired goals. For instance, one path forward is modifying the Plan District as noted above. Alternatively, the city could create a new master planning chapter, or change base zones to allow different uses and building types. **Fee: \$3,500.**

**Task 2: Zoning Code Modifications**

The City has expressed interest in modifying the code at the end of the process to enable the vision developed during master planning. Leaving regulations as-is would block desired outcomes, under any reasonably-anticipated vision for the site. In addition to code and plan changes that enable master planned development to occur, there could also be land use applications under the new code to permit the first phases of this new development. We propose two options for supporting the City.

**Option 1: Staff-driven Process**

Winterbrook will serve in an advisory capacity to city staff. Astoria staff will manage the process, write the new code sections, prepare the narrative and findings for the legislative changes, go to the required meetings of city commissions and councils, and move the changes through to approval. Winterbrook will offer strategic advice about the approach, review draft documents and offer high-level edits, and respond to questions. Winterbrook's role in this fashion will be very limited. **Fee: \$5,000.**

**Option 2: Consultant-driven Process**

More commonly, cities hire Winterbrook to manage the whole project and guide the proposed vision through to approval. In this scenario, Winterbrook would collaborate with city staff, but would have primary responsibility to draft the new code, prepare findings for the legislative changes, and guide the process to approval. Also, depending on the vision and the readiness to implement the first projects, Winterbrook could prepare a land use application under the new code. The estimated budget for this task is not precise, since there is a high degree of uncertainty about what the master plan will anticipate on the site, and what method the team will choose for enabling that development outcome. **Fee: \$50,000.**

- **Economic Impacts Content to Community Outreach Materials (EcoNorthwest, Task 8):**  
Alongside other community goals, the Port of Astoria and City of Astoria are interested weighing alternatives for job creation and associated spending associated with the two alternatives. ECONorthwest will describe the economic impacts of the two development alternatives. This will include generating assumptions for: square feet of development (from the planning team), number of permanent jobs, development costs by alternative. ECO will also consider fiscal impacts of the different alternatives.

Deliverables will include summaries of economic output, jobs, and wages and benefits. ECO can also breakout the above into direct and indirect impacts. Direct impacts are those that result from activities occurring at the site. Indirect impacts are supported by activities at the site, but likely will occur somewhere else in the county. For example, a tenant may purchase supplies at a store located somewhere else in the county. **Fee: \$5,000.**

- **Evaluation of Benefits to the Port (EcoNorthwest, Task 8):**  
The Port would like to evaluate the potential revenue generation from each alternative, including from ground leases, potential building leases, and event space rentals. To address this, ECO will compare different types of development programs to assess which development types would be most feasible on the site. ECO will then produce a feasibility framework that the Port can update over time as more details are finalized. An outline will be developed, at a high level, potential ground lease structures and develop pencil-out development feasibility models for potential use types within the study area. ECO will weigh this against the potential investments that would be necessary to catalyze that development (e.g., new utility/transportation connections, park development, pedestrian/cyclist connections, building improvements, or vertical development subsidies). This work will involve interviews with various interested parties to gather assumptions, and include some sensitivity analysis that looks at the factors that influence ground lease rates. An outcome of this analysis will show the feasibility gap by square foot of each possible building prototype

The outcome of this work will be a memorandum that communicates tradeoffs of various disposition or ground lease strategies that the Port can use in its decision making. ECO will also include a discussion of more qualitative considerations, like increased partnerships and advancements in achieving the Port's strategic goals. **Fee: \$11,000.**

- **Funding Options Memorandum (EcoNorthwest, Task 8):**

Coordinating with planning team member Josh Fuhrer, ECO can develop an alternative funding strategy to consider as the Port/City implement a phased redevelopment. In this task, ECO can compile and vet a list of potential implementations strategies for the site, based on established cost estimates and preliminary phasing considerations. This document will include a detailed funding strategy for near- term investments, and a higher-level strategy of funding strategies for later phases.

To inform how the Port will address funding gaps in the projects, ECONorthwest will research and document potential funding options. This will include state sources (e.g., State infrastructure bank, Business Oregon loans/grants, ODOT or other agency grants), New Market Tax Credit funding, foundation support, and public-private partnerships.



ECONorthwest will develop a section of the implementation strategy focused on next steps for pursuing additional funding to support the infrastructure funding package, including grant funding (e.g., EDA planning grant, which could open up additional funding opportunities). **Fee: \$10,000.**

- **Final plan: Funding Next Steps (EcoNorthwest, Task 10):**  
ECO to provide input on next steps to pursue funding for key projects and discuss additional development-related implementation considerations (draft and final). Provide internal feedback on full report. **Fee: \$3,000.**
- **Detailed Existing infrastructure and Utilities Assessment (KPFF Consulting Engineers)**  
Provide detailed technical assessments of existing infrastructure and utilities.
- **Environmental and Geotech Conditions Assessment (Stantec)**  
Provide a detailed assessment of existing soil conditions based on borings. Provide detailed investigation of environmental conditions, including a Level 1 review of available documentation. Provide Level 2 assessment based on findings.
- **Detailed Assessment of Over-Water Structures and Shoreline (KPFF Consulting Engineers)**  
Provide a detailed technical assessment including structural assessment, including review of drawings, code review, and calculations. Provide additional survey as required and mapping of site conditions, hazards, and sensitive areas.
- **Detailed Existing Buildings Assessment (KPFF Consulting Engineers)**  
Provide a detailed structural assessment including review of drawings, building code review, and calculations.
- **Detailed Existing Transportation and Parking Assessment (DKS Associates)**  
Provide a detailed technical assessment that includes data gathering and traffic modeling.
- **Adoption (Walker Macy)**  
Attend Board of the Port of Astoria hearing and Astoria City Council hearings.

**FEES:**

We propose the following fees:

1. Project Management	\$ 4,900
2. Community Engagement	\$ 3,400
3. Kickoff Meeting	\$ 8,250
4. Background and Existing Conditions	\$ 28,800
5. Vision Charrette	\$ 10,600
6. Plan Alternative Concepts	\$ 36,500
7. Community Forum 1	\$ 7,600
8. Preferred Alternative Refinement	\$ 47,900
9. Community Forum 2	\$ 7,600
10. Final Plan and Implementation Strategy	<u>\$ 17,100</u>

Exhibit "A"

Fee Total:	\$ 172,650
Expenses:	\$ 6,950
Project Total:	\$ 179,600

We propose to bill monthly on a percentage of completion per phase. Expenses will be billed at cost in addition to fees.

**ASSUMPTIONS:**

- Our proposal is based on the above scope of work and attached limit of work.
- The City/Port will provide background documents, such previous studies, assessments, and technical reports, to the planning team as the basis for Task 4. Data gathering and new research are not included in the scope of work. The planning team will provide a list of requested information to the City/ Port.
- The City/ Port will provide City GIS layers and/or CAD surveys to the planning team as the basis for project base maps and drawings. Site surveys are not included in the scope of work. The planning team will provide a list of requested information.
- Site visits and meetings beyond those listed in the Scope of Work will be additional services and will be billed as time and materials.
- The project is anticipated to be completed by January 2022. If the project extends significantly beyond the scheduled date, additional scope and fees will be re-evaluated.

Please contact me or Calder Gillin if you have any questions, require clarification, or if we can be of further assistance. We look forward to working with you on this exciting Port of Astoria Waterfront Master Plan effort.

Regards,  
WALKER MACY

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Attachments: Project Study Area.pdf