



AGENDA

ASTORIA DEVELOPMENT COMMISSION

May 2, 2016
Immediately Follows Council Meeting
2nd Floor Council Chambers
1095 Duane Street · Astoria OR 97103

1. CALL TO ORDER

2. ROLL CALL

3. REPORTS OF COMMISSIONERS

4. CHANGES TO AGENDA

5. CONSENT CALENDAR

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

(a) ADC Minutes of 3/21/16

6. REGULAR AGENDA ITEMS

All agenda items are open for public comment following deliberation by the City Council. Rather than asking for public comment after each agenda item, the Mayor asks that audience members raise their hands if they want to speak to the item and they will be recognized. In order to respect everyone's time, comments will be limited to 3 minutes.

(a) Astor West Urban Renewal District – Plan Amendment Study Contract for Services (Community Development)

(b) Astor West Urban Renewal District – Storefront Improvement Program Startup and Launch (Community Development)

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



CITY OF ASTORIA

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April 28, 2016

MEMORANDUM

TO: ASTORIA DEVELOPMENT COMMISSION (ADC)

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: ASTORIA DEVELOPMENT COMMISSION (ADC) MEETING OF MAY 2, 2016

CONSENT CALENDAR

Item 5(a): ADC Minutes

The minutes of the ADC meeting of March 21, 2016 are enclosed for your review. Unless there are any corrections, it is recommended that the ADC approve these minutes.

REGULAR AGENDA ITEMS

Item 6(a): Astor West Urban Renewal District – Plan Amendment Study Contract for Services (Community Development)

At the March 21, 2016 ADC meeting, staff was authorized to initiate procurement of a consultant to conduct a plan amendment study for the Astor West Urban Renewal Area (URA). This would be the first amendment for the URA that was established in 2002. The current ADC direction is to align multiple Council policy goals and establish a five year action plan for investing Astor West URA funds. This study requires GIS mapping (City staff), analyzing the proposed boundary, developing project investments, conducting public outreach (City staff), financial analysis, legal review, and review by the Planning Commission and ADC. A final deliverable is a proposed boundary amendment that will assist in funding a retaining wall on Bond Street for two way traffic, limited traffic calming, and targeted housing improvements for blighted properties. Attached is a contract with Elaine Howard who has assisted the ADC with similar proposals. It is recommended that the Commission execute the contract and initiate the plan amendment study.

Item 6(b): Astor West Urban Renewal District – Storefront Improvement Program Startup and Launch (Community Development)

The Astoria Development Commission has been considering a storefront improvement program for the Astor West Urban Renewal Area (URA) since 2013. Façade improvements are a popular and widely used tool by urban

renewal agencies and Main Street programs to assist property/business owners with exterior improvement to buildings. The purpose of the program is to revitalize designated commercial districts and corridors such as West Marine Drive in Uniontown, which has many inventoried historic commercial buildings. The ADC hired consultant Elaine Howard in 2013 to develop this program – a first for Astoria – that would be available in the Astor West URA. Funds are budgeted as part of the proposed Fiscal Year 2016-17 budget; however, in order to launch the program, the ADC needs to review and authorize the program. Staff will present a set of policy questions to ADC for feedback. Based on this feedback, staff will produce a polished set of program guidelines that serve as parameters for the administration of the program and can be shared with prospective customers. Once the program is ready to launch, staff is prepared to conduct outreach as part of the Astor West URA Action Plan, Five Year Economic Development Strategy, and Plan Amendment Study (i.e., Bond Street Project). It is recommended that the Commission provide policy direction on the program for Fiscal Year 2016-17 implementation. It is recommended that the Commission provide feedback on the policy questions. When the program is finalized, it will be brought back to the ADC for consideration and approval.

ASTORIA DEVELOPMENT COMMISSION

City Council Chambers

March 21, 2016

ADC JOURNAL OF PROCEEDINGS

A regular meeting of the Astoria Development Commission was held at the above place at the hour of 6:00 pm.

Commissioners Present: Price, Herzig, Warr, Nemlowill (via telephone), Mayor LaMear

Commissioners Excused: None

Staff Present: City Manager Estes, Police Chief Johnston, Community Development Director Cronin, Parks and Recreation Director Cosby, Finance Director Brooks, Fire Chief Ames, Library Director Tucker, Public Works Director Cook, and City Attorney Henningsgaard. The meeting is recorded and will be transcribed by ABC Transcription Services, Inc.

REPORTS OF COMMISSIONERS: No reports.

CHANGES TO AGENDA: No changes.

CONSENT CALENDAR:

The following items were presented on the Consent Calendar:

- 5(a) ADC Minutes of 2/1/16
- 5(b) ADC Special Meeting Minutes of 2/4/16
- 5(c) ADC Minutes of 2/16/16
- 5(d) Revision to Contract Amendment #1 for Library Options | Amended Contract | Hacker Architects (Community Development)

Commission Action: Motion by Commissioner Herzig, seconded by Commissioner Warr, to approve the Consent Calendar. Motion carried unanimously. Ayes: Commissioners Warr, Nemlowill, Herzig and Price, and Mayor LaMear. Nays: None.

REGULAR AGENDA ITEMS:

Item 6(a): Astor West Urban Renewal District – Plan Amendment Study (Community Development)

The Astor West Urban Renewal Area (URA) was established by the Astoria Development Commission (ADC) in 2002 as an important catalyst for the Port of Astoria industrial area and Uniontown commercial district. Since then, a number of projects have been completed, including the renovation of the Red Building, Maritime Memorial Park, Bornstein Seafoods, Englund Marine, and the new Bergeson Construction headquarters. As a result, there is an opportunity to reconsider the future of the Astor West URA and how it can be a more effective tool for community revitalization, economic development, and redevelopment. With this in mind, the City Council established FY2015-2016 goals to “develop a master plan for the western entrance to Astoria” and “promote positive economic development through strengthening partnerships.”

An overall concept goal that recognizes existing Council direction and aligns multiple policy goals is to establish a five-year action plan for investing Astor West URA funds. There are three objectives that could be achieved to accomplish this goal: 1) Develop a framework for revitalizing the West Marine Corridor from the Youngs Bay entrance to Uniontown (Columbia Avenue), 2) Develop a citywide economic development strategy that also incorporates the Port of Astoria’s industrial holdings, and 3) Conduct an expansion study to consider amending the URA boundary from Columbia Avenue to include the Bond Street slide area. The most immediate need is to authorize the plan amendment study. This study requires mapping and analyzing the proposed boundary, public outreach, financial analysis, legal review, and review by the Planning Commission and ADC. Staff would like to hire Elaine Howard who has assisted the ADC with urban renewal district expansions in the past. A contract would subsequently be developed and executed.

Public Works can begin a parallel effort to evaluate Bond Street and begin the conceptual design phase; however, until funds become available through the URA amendment, Bond Street cannot be reconstructed

unless Council authorizes another source of funds. The timeline for the plan amendment process is six months while the reconstruction of Bond Street is approximately two to three months. It is recommended that the Commission authorize staff to pursue a plan amendment to include Bond Street, procure a consultant to develop a proposal that complies with ORS 457, and conduct outreach to property owners and residents along the proposed addition of Bond Street.

Director Cronin displayed a map of the area being discussed and explained the markings on the map.

Commissioner Herzig understood staff had proposed that the urban renewal boundary be expanded and asked how much an urban renewal district could be expanded at any one time. Director Cronin said ORS 457.220 allows cities to do two types of expansions, a minor expansion of less than one percent of the existing area and a substantial expansion that requires a more in-depth process. It would be difficult for Astoria to keep this expansion within one percent. Commissioner Herzig believed the larger expansion would be more difficult and labor intensive. Director Cronin noted that the memorandum included other City Council goals like affordable housing so that Council could consider policies as part of a larger context.

Mayor LaMear requested that a sign listing Astoria's social and service organizations be installed along the Marine Drive corridor. Director Cronin confirmed this would fall under the gateway treatments mentioned in the memorandum. Gateway treatments would include signage, architectural features, and other elements that create a pleasing entryway into the city from the Astoria Megler Bridge and the roundabout area.

Commissioner Warr said the entrance to the city at the far west end was beginning to develop without the City's help. There is a Dutch Brothers Coffee and a marijuana facility took over the old service station, which is being remodeled. Construction would begin soon on the dilapidated apartment building next to his shop. The entire building will be moved back four or five feet to line up with his shop. Within the next year, that end of town will look a lot better than it does now.

Mayor LaMear confirmed the City could not obtain funds for Bond Street until the urban renewal boundary is amended. City Manager Estes added that staff is asking the Commission to give them authorization to prepare a plan amendment to include Bond Street and hire a consultant to develop a proposal.

Commissioner Herzig said the Parks Department was responsible for the roundabout and he assumed the property would be included in this amendment process. He believed the roundabout had been designated as a pedestrian zone when the Riverwalk was implemented. Therefore, the Planning Commission may need to be involved in this process and he assumed there would be more conversations about the amendment as the project moved forward.

Director Cronin confirmed that if Astoria receives the TGM grant, the Mayor will need to appoint an advisory committee and City committees will need to make recommendations for City Council to approve. This will be an intense planning process.

Mayor LaMear confirmed there were no public comments.

Commission Action: Motion by Commissioner Herzig, seconded by Commissioner Price, that the Astoria Development Commission authorize staff to pursue a plan amendment to include Bond Street, procure a consultant to develop a proposal that complies with ORS 457, and conduct outreach to property owners and residents along the proposed addition of Bond Street. Motion carried unanimously. Ayes: Commissioners Warr, Nemlowill, Herzig and Price, and Mayor LaMear. Nays: None.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 6:11 pm to convene the Astoria City Council meeting.

ATTEST:

APPROVED:

Secretary

City Manager



CITY OF ASTORIA

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COMMUNITY DEVELOPMENT

April 25, 2016

TO: ASTORIA DEVELOPMENT COMMISSION

FROM: BRETT ESTES, CITY MANAGER

SUBJECT: ASTOR WEST URBAN RENEWAL DISTRICT – PLAN AMENDMENT STUDY
CONTRACT FOR SERVICES

DISCUSSION/ANALYSIS

At the March 21, 2016 Astoria Development Commission (ADC) meeting, staff was authorized to initiate procurement of a consultant to conduct a plan amendment study for the Astor West Urban Renewal Area (URA). This would be the first amendment for the URA that was established in 2002. The current ADC direction is to align multiple Council policy goals and establish a five year action plan for investing Astor West URA funds.

This study requires GIS mapping (city staff), analyzing the proposed boundary, developing project investments, conducting public outreach (city staff), financial analysis, legal review, and review by the Planning Commission and ADC. A final deliverable is a proposed boundary amendment that will assist in funding a retaining wall on Bond Street for two way traffic, limited traffic calming, and targeted housing improvements for blighted properties.

Attached is a contract with Elaine Howard who has assisted the ADC with similar proposals. The contract amount exceeds the City Manager procurement authority and requires ADC review and consideration.

RECOMMENDATION

Staff recommends that the Commission execute the contract and initiate the plan amendment study.

Prepared By: _____


Kevin A. Cronin,
Community Development Director

**CITY OF ASTORIA
CONTRACT FOR PERSONAL SERVICES**

CONTRACT:

This Contract, made and entered into this ___ day of May, 2016 by and between the City of Astoria, a municipal corporation of the State of Oregon, hereinafter called "CITY", and Elaine Howard Consulting, LLC hereinafter called "CONSULTANT", duly authorized to perform such services in Oregon.

WITNESSETH

WHEREAS, the CITY 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 CITY 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 regarding Amendment No. 1 of the Astor West Urban Renewal Plan.

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. All work shall be completed no later than December 31, 2016.

2. COMPENSATION

A. The CITY agrees to pay CONSULTANT a total not to exceed \$31,000 for performance of those services provided herein;

B. The CONSULTANT will submit monthly billings for payment which will be based upon the percentage of work completed in each of the categories listed in the scope of work. Said progress billings shall be payable within 30 days of receipt by City.

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

3. CONSULTANT IDENTIFICATION

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

4. CITY'S REPRESENTATIVE

For purposes hereof, the CITY'S authorized representative will be Kevin Cronin, Community Development Director, City of Astoria, 1095 Duane Street, Astoria, Oregon, 97103, (503) 338-5173, kcronin@astoria.or.us.

5. CONSULTANT'S REPRESENTATIVE

For purposes hereof, the CONSULTANT'S authorized representative will be Elaine Howard, Elaine Howard Consulting, LLC, 4763 SW Admiral Street, Portland OR 97221, 503-975-3147 elaine@elainehowardconsulting.com.

6. CITY'S OBLIGATIONS

In order to facilitate the work of the CONSULTANT as above outlined, the CITY 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 CITY shall act as liaison for the CONSULTANT, assisting the CONSULTANT with making contacts and facilitating meetings, as necessary.

7. CONSULTANT IS INDEPENDENT CONSULTANT

A. CONSULTANT'S services shall be provided under the general supervision of City's project director or his designee, but CONSULTANT shall be an independent consultant 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 CONSULTANT 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

CITY 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 CITY breaches any of the terms herein and be therefore entitled to equivalent damages as expressed above for CITY.

9. ACCESS TO RECORDS

CITY 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 CITY 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 CITY 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 from or arising out of CONSULTANT'S negligent acts, errors or omissions in services pursuant to this Agreement. This agreement to indemnify applies whether such claims are meritorious or not; provided, however, that if any such liability, settlements, loss, defense costs or expenses result from the concurrent negligence of CONSULTANT 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 it arises out of CONSULTANT'S negligent acts, errors or omissions in service provided pursuant to this Agreement; provided, however, that if any such liability, settlements, loss, defense costs or expenses result from the concurrent negligence of CONSULTANT and the 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 CITY, the following insurance:

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 with limits of not less than \$1,000,000 per occurrence and the annual aggregate not less than \$2,000,000. Coverage shall include consultants, subconsultants and anyone directly or indirectly employed by either. This insurance will include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage will be written on an occurrence basis. If written in conjunction with Automobile Liability, the combined single

limit per occurrence will not be less than \$1,000,000 for each job site or location. Each annual aggregate limited will not be less than 2,000,000.

B. 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). Combined single limit per occurrence will not be less than \$1,000,000.

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

D. Professional Liability Insurance. The CONSULTANT shall have in force a policy of Professional Liability Insurance in an amount not less than \$1,000,000 per claim and \$2,000,000 aggregate. The CONSULTANT shall keep such policy in force and current during the term of this contract.

E. Notice of Cancellation or Change. There will be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from CONSULTANT or its insurer(s) to CITY. 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'S 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 subject to unlawful discrimination in any City program, service, or activity on the grounds of age, disability, race, religion, color, national origin, sex, sexual orientation, gender identity/expression. Contractor, its employees, agents and subcontractors shall 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 the Fair Labor Standards Act of 1938 (29 U.S.C. Sections 201 to 209).

23. USE OF DRAWINGS AND OTHER DOCUMENTS

The CITY retains all drawings and other documents prepared by the CONSULTANT for the project along with all common law, statutory and other reserved rights, including the copyright. CONSULTANT shall provide computer aided design (CAD) drawings on media designated by and to a scale acceptable by CITY. CONSULTANT may reuse all drawings and other documents prepared by the CONSULTANT for the project for any purpose without written authorization of CITY.

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 CITY 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 CITY.

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 CITY 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.

CITY OF ASTORIA, a municipal corporation of the State of Oregon

BY: _____
City Manager Date

BY: _____
Consultant Date

By: _____
Mayor Date

Approved as to Form

City Attorney



Astor West Urban Renewal Area Substantial Amendment Proposal

4763 SWAdmiral Street
Portland, Oregon 97221
503 206 7060 office 503 975 3147 cell

elaine@elainehowardconsulting.com
www.elainehowardconsulting.com

This proposal is submitted by the team of Elaine Howard Consulting, LLC and ECONorthwest.

Elaine Howard is the principal of Elaine Howard Consulting, LLC, which has been in the urban renewal consulting business for the past 10 years. Prior to that, Elaine was a private developer and a project manager at the Portland Development Commission, an urban renewal agency. In the past 10 years, Elaine Howard Consulting has worked with many communities in Oregon to help them either establish new urban renewal areas or complete amendments to their existing plans. She is familiar with Astoria and has done work on the Astor East Urban Renewal Plan.

Elaine Howard Consulting will team with ECONorthwest, a firm specializing in economic consulting, which also has extensive experience in urban renewal area planning and implementation throughout Oregon. They have assisted clients with Tax Increment Financing (TIF) revenue generation estimates and technical analysis of economic, development, and real estate issues as they relate to downtown and neighborhood redevelopment as well as broader town planning and redevelopment expertise.

We have an excellent understanding of the issues that will be involved in a substantial amendment. Specifically, we will need to determine how the rules for maximum indebtedness increases, as stipulated in the 2009 revisions to ORS 457, will impact Astor West. We have dealt with the ORS 457 issues many times. Another relatively new issue for localities pursuing substantial amendments is the requirement to determine blight in the existing area. We have accomplished this for other localities, and know the procedures for complying with this provision from a LUBA ruling involving the River District in Portland.

Experience in Working with Municipalities on Substantial Amendments

The following amendments were either completed by Elaine Howard Consulting, LLC or as part of the team of Elaine Howard Consulting LLC and ECONorthwest. References will be provided upon request.

Substantial Amendments:

- Lake Grove Village Center 2015
- Sandy Urban Renewal Plan 2015
- Wilsonville West Side Urban Renewal Plan 2015
- Harrisburg Urban Renewal Plan 2014
- Lincoln City Year 2000 Plan 2014
- Central Eastside Urban Renewal Plan 2014
- Portland Development Commission North Macadam 2014
- Keizer North River Road Urban Renewal Plan 2012
- Sherwood Urban Renewal Plan 2012
- Lebanon – Northwest Lebanon Urban Renewal Plan 2012
- Tillamook Urban Renewal Plan 2011
- Bandon Urban Renewal Plan 2011
- Philomath Urban Renewal Plan 2010

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503 206 7060 office 503 975 3147 cell

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Astoria – Astor East 2010
Lincoln City Year 2000 Plan 2009
Portland Development Commission Lents Town Center 2008
Portland Development Commission Interstate Corridor 2008
Redmond Substantial Amendment 2008

Proposed Professional Services Fee

The services detailed below will be completed for the sum of \$31,000 including mileage and hotel costs. By statute, a substantial amendment must include all of the components of an original urban renewal plan including updating blight conditions for the Area as a whole and updating the financial feasibility of the urban renewal area. There are also more stringent expectations for conformance with the comprehensive plan in place now than there were when the original Astor West Plan was completed, so that section will need to be updated. The specific sections to be covered in the documents are listed below.

Documents included in budget:

- Urban Renewal Plan Amendment including updating the goals and objectives, projects and the conformance with the comprehensive plan.
- Urban Renewal Report on Amendment – updating blight conditions for existing area and area to be added.
 - A description of the physical, social, and economic conditions in the area;
 - Expected impact of the Plan, including fiscal impact in light of increased services;
 - Reasons for selection of each Area in the Plan;
 - The relationship between each project to be undertaken and the existing conditions;
 - The total cost of each project and the source of funds to pay such costs;
 - The estimated completion date of each project;
 - The estimated amount of funds required in the Area, and the anticipated year in which the debt will be retired;
 - A financial analysis of the Plan;
 - A fiscal impact statement that estimates the impact of tax increment financing upon all entities levying taxes upon property in the urban renewal area; and
 - A relocation report.
- Urban Renewal Agency Report
- Planning Commission Report for conformance with the comprehensive plan
- City Council Report
- Ordinance
- Notice for public meeting
- Notice for planning commission meeting
- Notice for CC hearing
- Notice of adoption

The proposal includes three meetings in Astoria:

- Planning Commission meeting
- City Council hearing and meeting (first meeting only)
- County Commission meeting (it is required to be presented to the county, they are not required to vote)

The budget does NOT include separate meetings with the taxing jurisdictions except for the County Commission meeting.

If additional meetings in Astoria are requested in addition to those in this proposal, they will be reimbursed at an hourly rate plus expenses. If work is cancelled before the contract is completed, the hourly fees for work completed to date and any reimbursable expenses will be due to consultant. Travel time is billed at the hourly rate. Expenses are to be reimbursed at cost. Mileage is billed at the federally established rate (2016 rate is .54 a mile)

Estimated Mileage Reimbursement (3 trips@.54)	\$264
Hotel	\$420

Hourly rates

Elaine Howard	\$195
Nick Popenuk	150
ECONorthwest staff	85

City Responsibilities

The City of Astoria will provide the following:

- Coordination with consulting team
- Legal counsel review of ordinance
- Meeting space for all meetings
- Costs for publishing notice for all meetings (i.e. open public meeting and planning commission meetings, city council hearing)
- Preparation and mailing of super-notice required for a substantial amendment (utility bills is most efficient)
- Mailing of taxing jurisdictions letters
- Description of project(s) to be added
- Identification of tax lots and right of way to be added
- Review of consultant's preparation of existing conditions documenting blight - provide key documents including utility master plans for the Area
- Preparation of new legal description if the boundary is changed
- Recording of amendment on adoption
- Provide Consultant with Comprehensive Plan, Transportation Systems Plan, and Economic Development Plan (if one exists)

		Howard	Popenuk	ECO Staff	ECO Staff	Totals
Meetings (*includes travel time of 4 hours)	# meetings	195	150	110	75	
Open Public Meetings (same night as Planning Commission)	1	4				
Meetings with Taxing Jurisdictions	0	0				
Planning Commission Meeting *	1	6				
City Council Hearing and Meeting *	1	8				
City Council Second Reading	0	0				
County Commission Meeting *	1	6				
City coordination		5				
Total meetings		29				
		\$5,655		0		
Financial/Project Analysis						
Prepare documents						
• Urban Renewal Plan		10				
• Urban Renewal Report on Amendment		20	52	34	36	
• Urban Renewal Agency Report on Amendment		4				
• Planning Commission Report		2				
• Taxing Jurisdictions Memorandum		2				
• City Council Report		2				
• City Council Ordinance		1				
• Notice for Open Public Meeting		0.25				
• Notice for Planning Commission Meeting		0.25				
• Notice for City Council Meeting		0.25				
• County Report, if required		2				
• Notice of Adoption		0.25				
• Letter of transmittal to County Assessor/Recorder		0.25				
Reports for taxing jurisdictions		4				
Sub-Total		48.25	52	34	36	
		\$9,409	\$7,800	\$3,740	\$2,700	
Total		\$15,064	\$7,800	\$3,740	\$2,700	\$29,304
Editing						\$500
Mileage 188 each trip * 3 \$264						\$264
Hotel \$140 for 3 trips \$420						\$420
Meals						\$60
Total Estimate						\$30,548



CITY OF ASTORIA
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COMMUNITY DEVELOPMENT

April 26, 2016

TO: ASTORIA DEVELOPMENT COMMISSION

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: ASTOR WEST URBAN RENEWAL DISTRICT – STOREFRONT
IMPROVEMENT PROGRAM STARTUP & LAUNCH

DISCUSSION/ANALYSIS

The Astoria Development Commission has been considering a storefront improvement program for the Astor West Urban Renewal Area (URA) since 2013. Façade improvements are a popular and widely used tool by urban renewal agencies and Main Street programs to assist property/business owners with exterior improvement to buildings. The purpose of the program is to revitalize designated commercial districts and corridors such as West Marine Drive in Uniontown, which has many inventoried historic commercial buildings. Executed correctly, exterior improvements improve visibility for the business, increase sales, address public safety concerns, and catalyze other property owners to make investments in their buildings and tenant spaces. In a best case scenario, it can be a creative tool used to help fill or reimagine vacant and underutilized storefronts and add vitality to the neighborhood.


ADC hired consultant Elaine Howard in 2013 to develop this program - a first for Astoria - that would be available in the Astor West URA. Funds are budgeted as part of the Proposed FY 16-17 Budget. However, in order to launch the program, the ADC needs to review and authorize the program. To date staff has reviewed multiple program documents, including: storefront design guidelines, application, grant agreement/covenant, and a reimbursement form.

Elaine Howard also provided staff a list of questions to consider that are collectively used to create a set of program guidelines. Staff will present a set of policy questions to ADC for feedback. A copy of the presentation with these questions is attached. Based on this feedback, staff will produce a polished set of program guidelines that serve as parameters for the administration of the program and can be shared with prospective customers. Once the program is ready to launch, staff is prepared to conduct outreach as part of the Astor West URA Action Plan, Five Year Economic Development Strategy, and Plan Amendment Study (i.e., Bond St Project).

RECOMMENDATION

Staff recommends that the Commission provide policy direction on the program for FY 16-17 implementation. Once the program is finalized, it will be brought back to the ADC for consideration and approval.

Prepared By: K A C
Kevin A. Cronin, Community Development Director



**Uniontown Reborn:
Storefront Program in Astor West
Urban Renewal Area**

Astoria Development Commission
May 2, 2016

Storefront Program in Astor West

- Astoria has never had a formal storefront program
- Very popular and most well known tool for URA agencies
- Astor West is ripe for revitalization, but is showing its age; makeovers increase business sales
- Storefront program leverages city dollars with private funds based on city guidelines
- Typically shorter time frames and immediate results
- Reimbursement basis program - review invoices
- New storefront guidelines to assist designers

Storefront Program Guidelines

Guideline	Policy Question	Recommendation
Leverage	How much of a match do we ask of applicants?	50/50 match up to \$10,000; Low interest loan >\$10K
Land Use	Should grants be for commercial/industrial AND residential?	Commercial or mixed use, but not residential
Bars, Strip Clubs, and Marijuana Dispensaries	Should grants be provided to these businesses?	No. Only businesses that allows minors on a regular basis

Storefront Program Guidelines

Guideline	Policy Question	Recommendation
Religious institutions	Should URA funds be used for churches?	No religious icons; historic landmarks only
Design assistance	Should portion of funds be used for design assistance?	Up to \$1,000 or 10% of project budget, whichever is less
Approach	Should it be proactive or reactive?	First come first serve with a focus on W Marine
Repeat business	Should recipients get another shot?	5 year waiting period; At minimum, different project or phase

Next Steps

- Initiate plan amendment study
- Conduct outreach to business/property owners as part of both projects
- Polish program guidelines, bring back to ADC
- Assess program interest and staffing levels
- Determine capacity for numbers of applications per year
- Report back to ADC on progress as part of plan amendment study
