

City of St. Helens
Urban Renewal Agency Meeting
August 5, 2020
6:00 p.m.
Via ZOOM
See meeting options below
Agenda

1. **Roll Call – 6 p.m.**
2. **Consent Agenda for Approval**
 - A. Urban Renewal Public Hearing Minutes dated May 15, 2019
 - B. Urban Renewal Meeting Minutes dated May 15, 2019
3. **Public Comment**
4. **Discussion/Action Items**
 - A. **Urban Renewal Financial Update Presentation** – Tiberius Solutions
 - B. **Approve and/or Authorize for Signature** – Personal Services Agreement with Elaine Howard Consulting, LLC for Urban Renewal Amendment Assistance
5. **Administrator Report**
6. **Adjournment**

ZOOM Meeting Options

Join Zoom Meeting: <https://zoom.us/j/94439933327>

Meeting ID: 944 3993 3327

Dial by your location: 1 669 900 6833

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City of St. Helens

Urban Renewal Agency Public Hearing

Draft Minutes

May 15, 2019

Members Present: Ginny Carlson, Vice Chair
Stephen Topaz, Agency Member
Doug Morten, Agency Member
Rick Scholl, Agency Member
Keith Locke, Chair

Members Absent: None

Staff Present: Matt Brown, Finance Director
John Walsh, City Administrator
Jennifer Dimsho, Associate Planner
Jacob Graichen, City Planner

Others: Frank Brandon

- 1) **6:00 p.m. - Open Public Hearing**
- 2) **Topic - 2019 - 2020 Urban Renewal Budget Adoption**
2.A 2019-2020 Urban Renewal Proposed Budget

Administrator Walsh explained that at the time of the adoption of the Urban Renewal Plan, there was a proposed 40 million dollar investment from Armstrong. Not only did the investment not come to fruition, Armstrong closed, which created an even greater depression in property tax revenues. He is actually surprised there is growth and increment collected at all last fiscal year.

Finance Director Brown explained that all of the money for 2019-2020 is appropriated to contingency funds because no projects are planned for the URA. He said if we need to move the money around, we can. Chair Locke asked if we have a revenue forecast for beyond 2020. Brown said it will depend on development and investment within the boundary. Associate Planner Dimsho noted the large investment near Matzen Street and McBride Street is within the agency boundary, so when those sites go online, the URA will see the increase in tax revenues.

Morten asked if the environmental cleanup required on the Armstrong site is slowing the sale of the property. Walsh explained a settlement that was reached.

No one from the audience spoke.

- 3) **Close Public Hearing - 6:15 p.m.**

Respectfully submitted,

*Jennifer Dimsho
Associate Planner*

City of St. Helens Urban Renewal Agency

Draft Minutes

May 15, 2019

Members Present: Ginny Carlson, Chair
Keith Locke, Agency Member
Doug Morten, Vice Chair
Stephen Topaz, Agency Member
Rick Scholl, Agency Member

Members Absent: None

Staff Present: City Administrator John Walsh
City Planner Jacob Graichen
Associate Planner Jennifer Dimsho
Finance Director Matt Brown

Others: Frank Brandon

1) **6:15 p.m. - Roll Call**

2) **Election of Officers: Chair and Vice Chair**

Motion: Upon Scholl's motion and Morten's second, the Urban Renewal Agency unanimously approved to elect Ginny Carlson as Chair. [AYES: Locke, Morten, Topaz, Scholl; Nays: None]

Motion: Upon Scholl's motion and Locke's second, the Urban Renewal Agency unanimously approved to elect Doug Morten as Vice Chair. [AYES: Chair Carlson, Locke, Topaz, Scholl; Nays: None]

3) **Consent Agenda for Approval**
3.A Draft Minutes dated September 5, 2018

Motion: Upon Scholl's motion and Locke's second, the Urban Renewal Agency unanimously approved Draft Minutes dated September 5, 2018. [AYES: Chair Carlson, Locke, Vice Chair Morten, Topaz, Scholl; Nays: None]

4) **Public Comment**

There were no public comments.

5) **Discussion/Action Items**
5.A Resolution No. UR-004 - Adopting the 2019-2020 Budget

Motion: Upon Locke's motion and Scholl's second, the Urban Renewal Agency unanimously adopted Resolution No. UR-004 - Adopting the 2019-2020 Budget. [AYES: Chair Carlson, Locke, Vice Chair Morten, Topaz, Scholl; Nays: None]

6) Administrator Report

City Administrator Walsh said, similar to last year's report, the Urban Renewal Agency (URA) is in its infancy. It does not have enough money to move forward on any projects. At some point the impacts in this delay in funding will result in the need to do new revenue forecasting. Chair Carlson asked if the role of the URA is to attract businesses and industries and to hold other economic development partners accountable. She asked what our plan is to make sure our budget is not \$50,000 next year. What are our incentives to bring industry to St. Helens? Scholl said we are moving forward on the St. Helens Industrial Business Park. It just takes time. Walsh said the URA is absolutely an economic development tool, but it achieves goals primarily through infrastructure projects. Chair Carlson asked if there's a grant program that funds personnel to help with economic development, especially given our depressed economic statistics. Associate Planner Dimsho said she was not aware of a program like that, but that does not mean it does not exist. Chair Carlson asked the URA members to keep an eye out for grant opportunities for personnel. Scholl noted that the Port of Columbia County and Columbia County Economic Development Team are the two drivers of economic development in our area. Chair Carlson suggested reaching out to them for suggestions.

Scholl also said we are within an Opportunity Zone, which is helpful in marketing new industry to our area. Topaz said other states offer state-wide incentives to attract industry, but Oregon does not seem to offer much. Chair Carlson said we should gather more information and meet again to discuss any further developments. City Planner Graichen noted other projects within the urban renewal area that will be improving the revenue forecast.

7) Adjournment

There being no further business before the Urban Renewal Agency, the meeting was adjourned at 6:35 p.m.

Respectfully submitted,

*Jennifer Dimsho
Associate Planner*

City of St. Helens Urban Renewal Financial Update

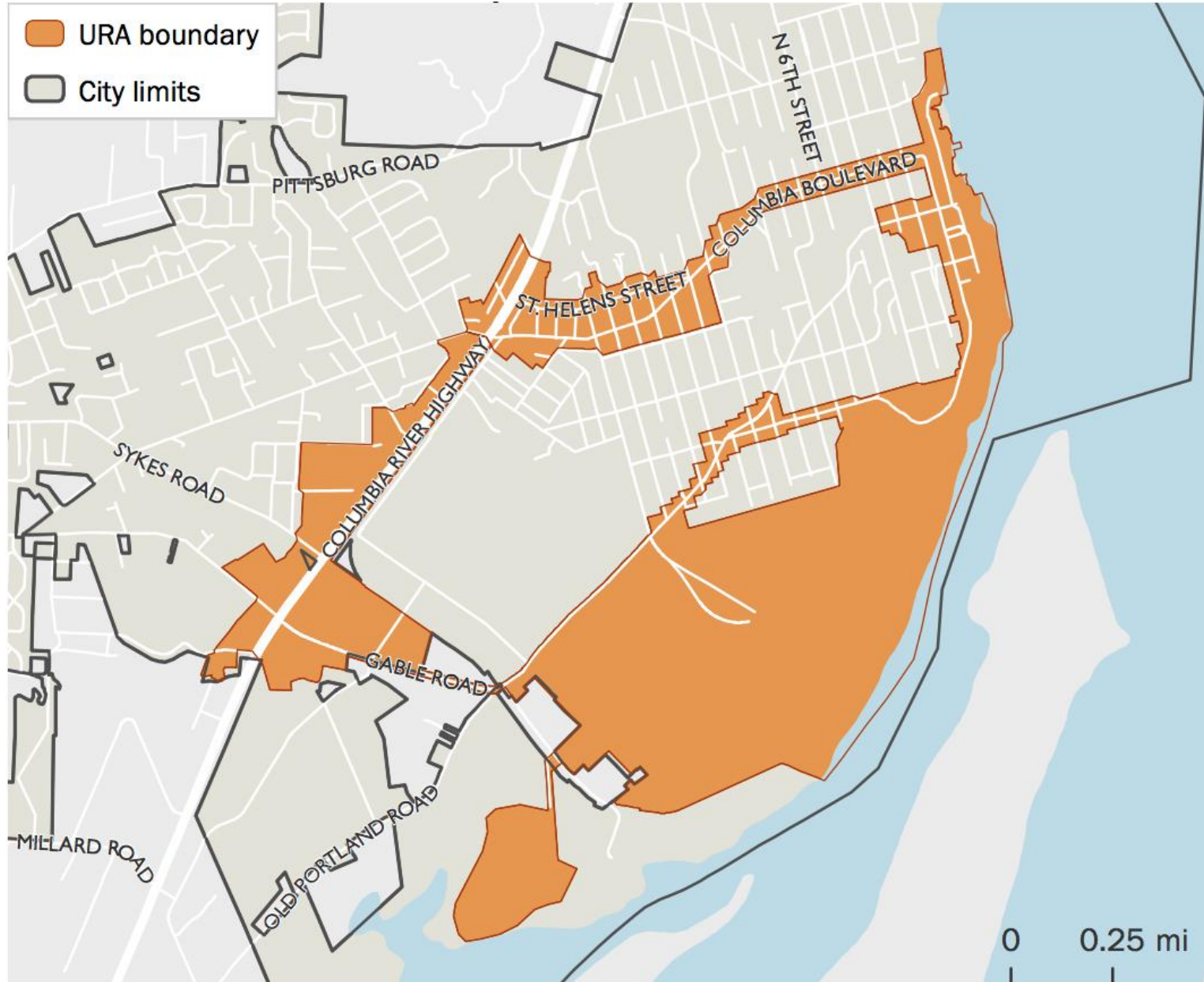
Nick Popenuk

August 5, 2020

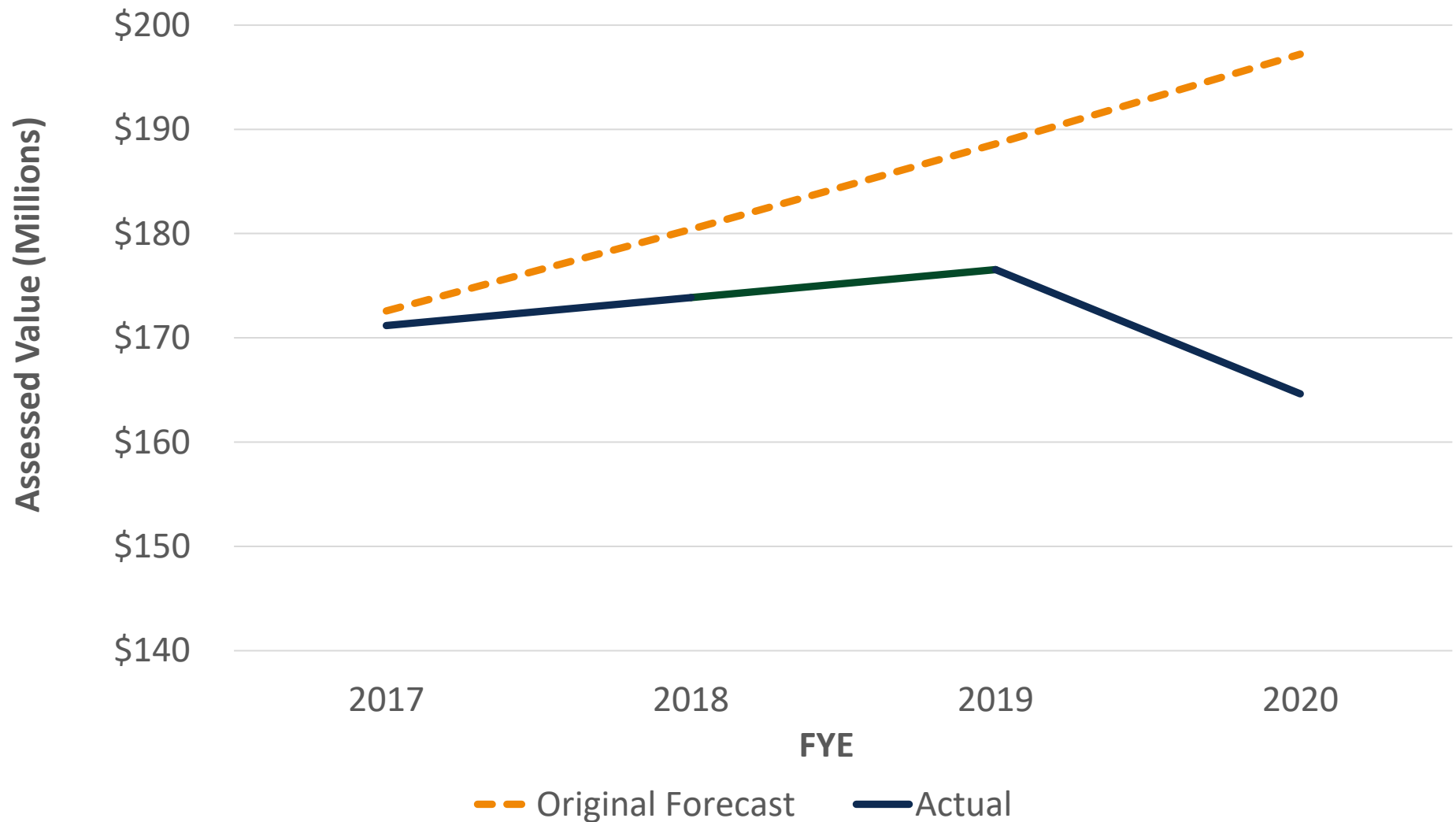


TIBERIUS
SOLUTIONS

Boundary



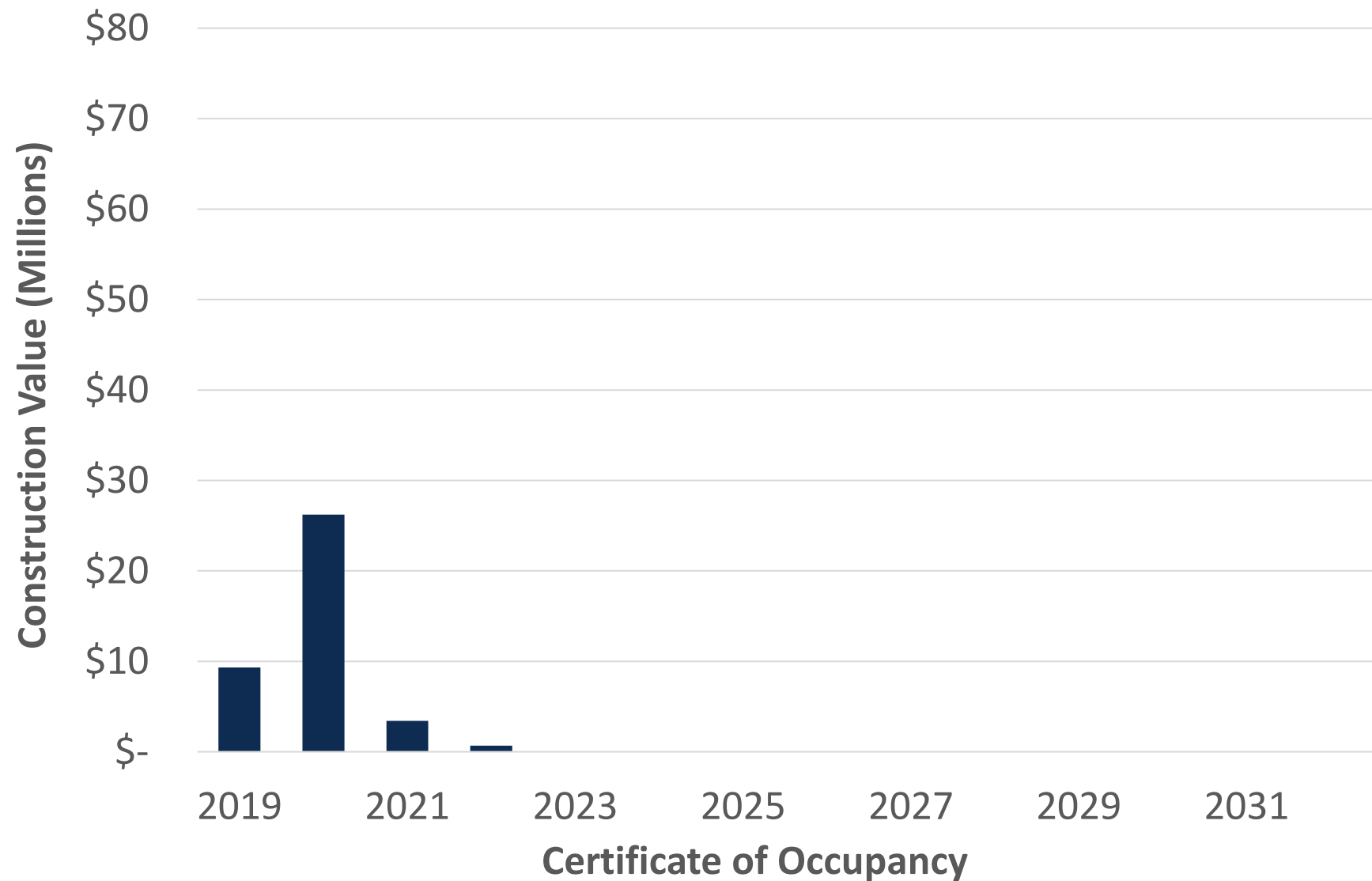
Historical Assessed Value



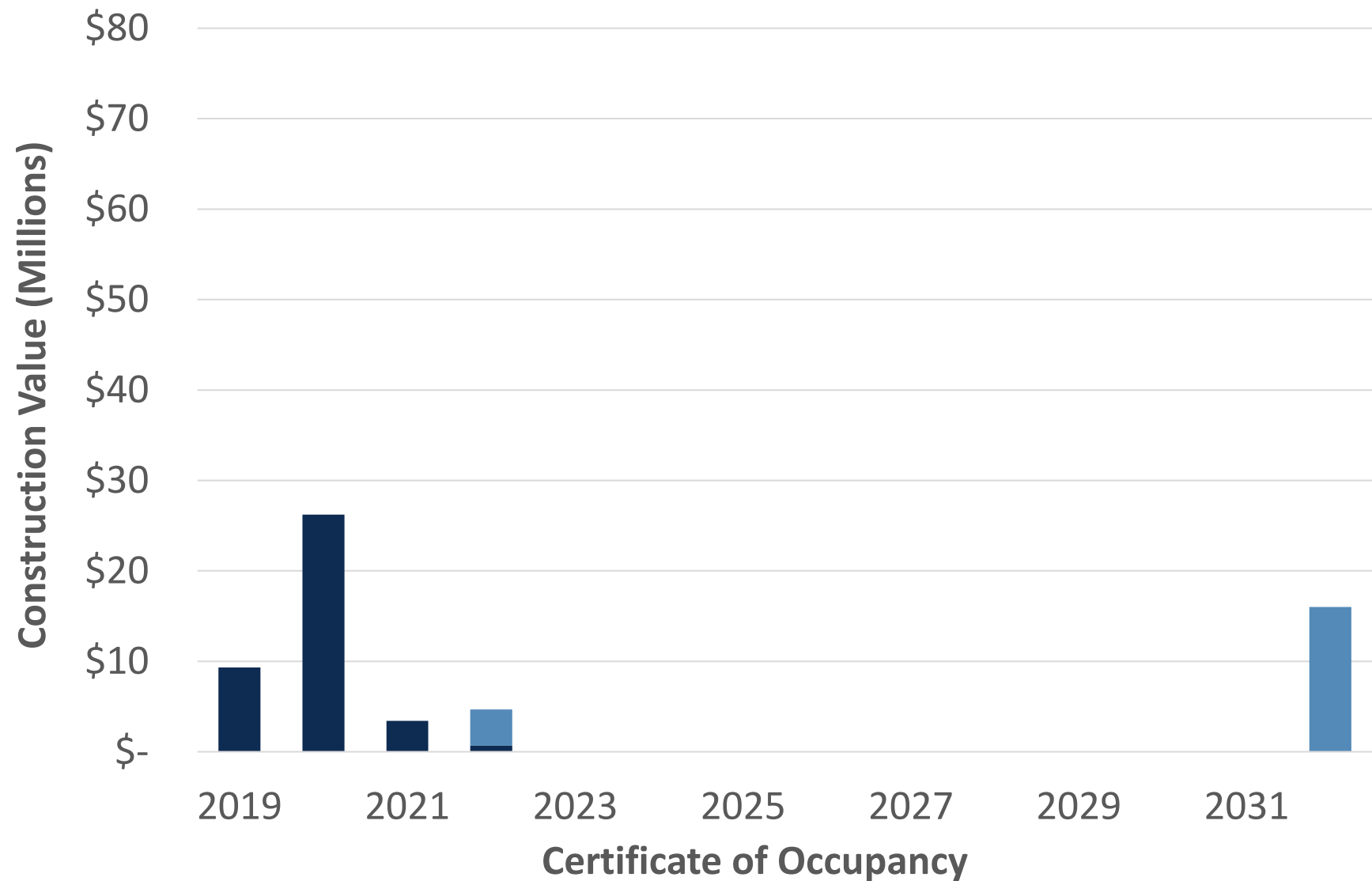
Historical TIF Revenue

| FYE | Original Forecast | Actual | Difference | % Difference |
|---------------|------------------------------|---------------|-------------------|-------------------------|
| 2019 | \$190,931 | \$67,399 | (\$123,532) | -65% |
| 2020 | \$484,546 | \$148 | (\$484,398) | -100% |
| Growth | 154% | -100% | | |

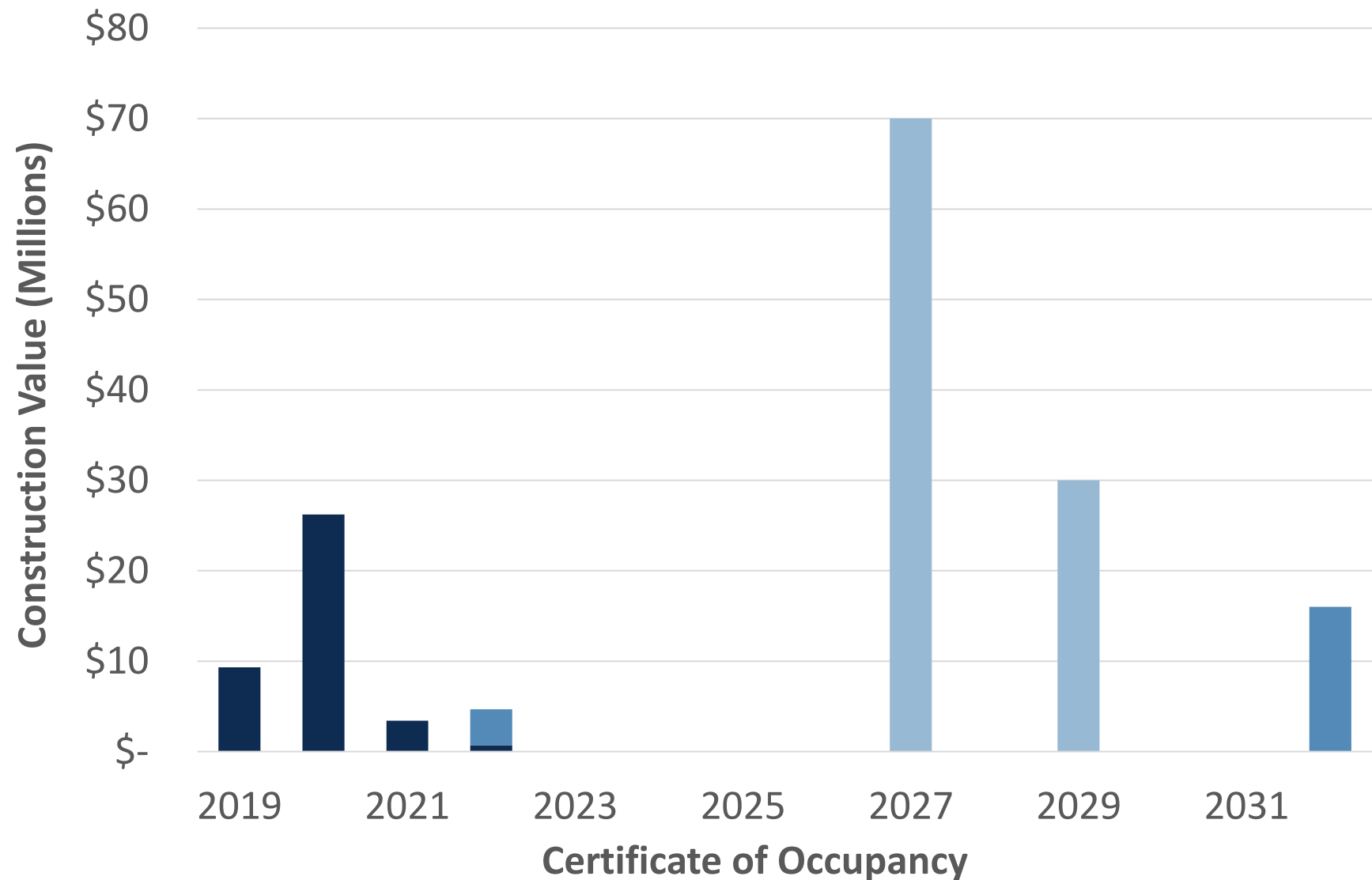
Construction Value: Low Growth Scenario



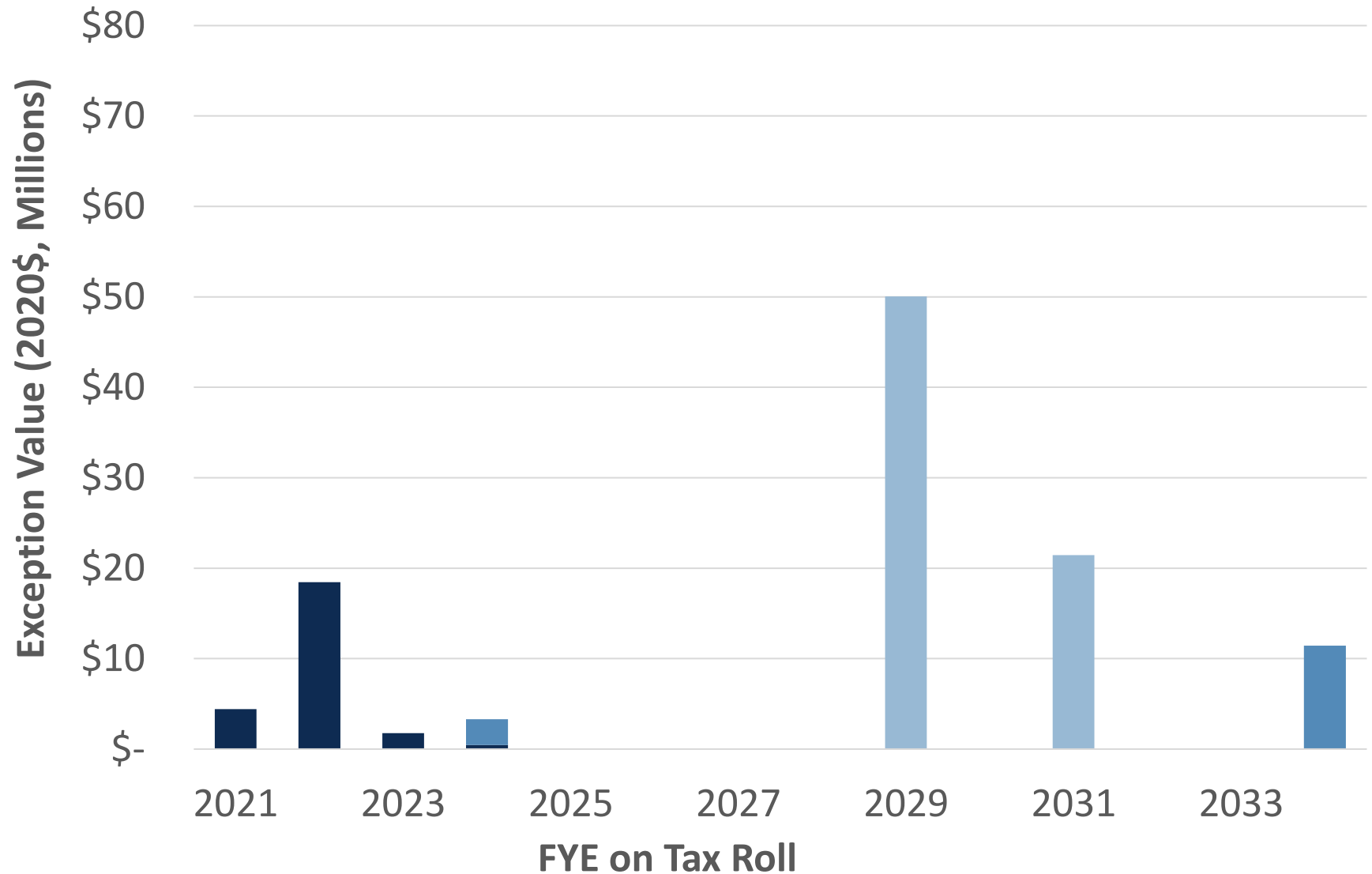
Construction Value: Medium Growth Scenario



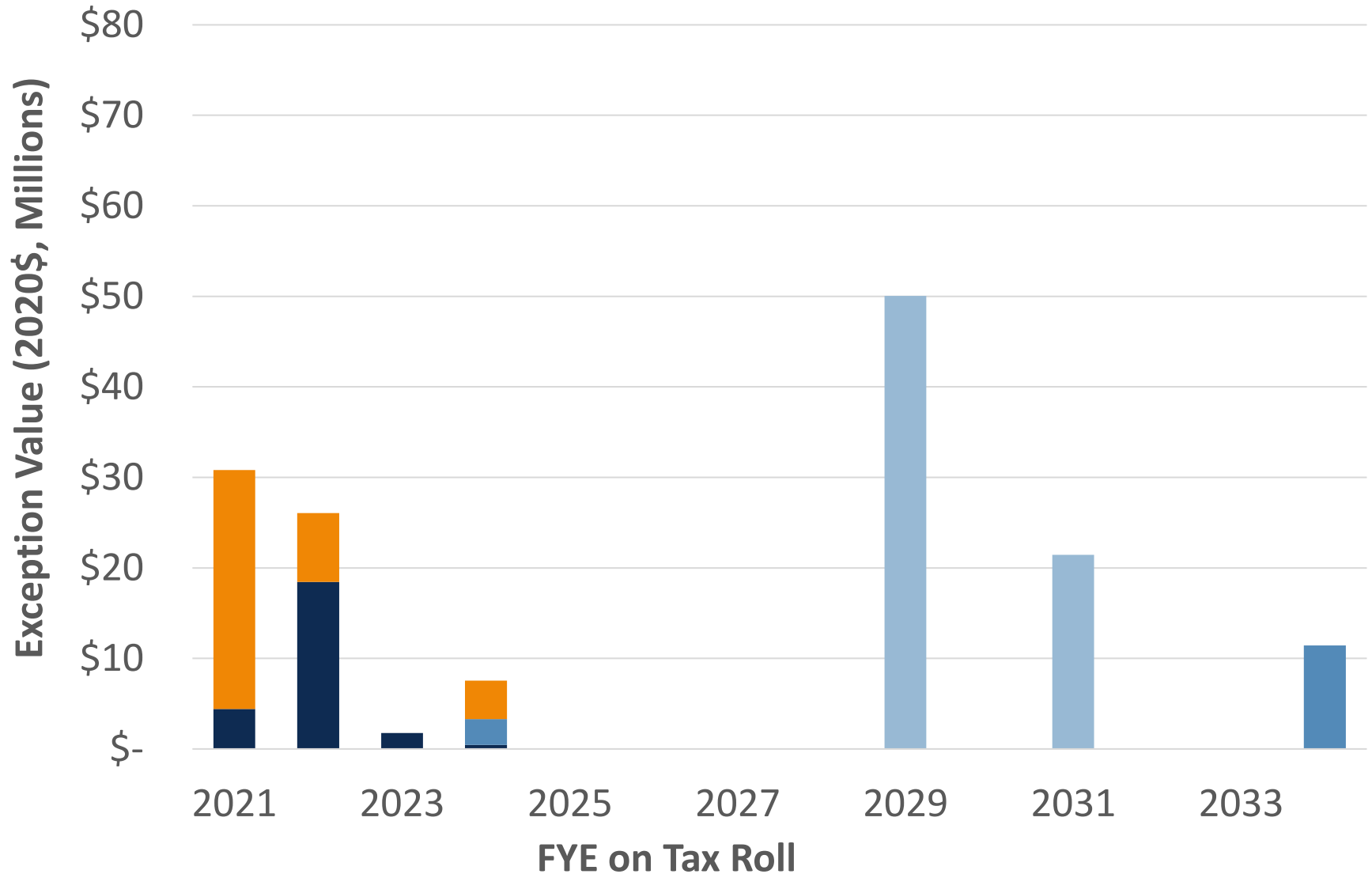
Construction Value: High Growth Scenario



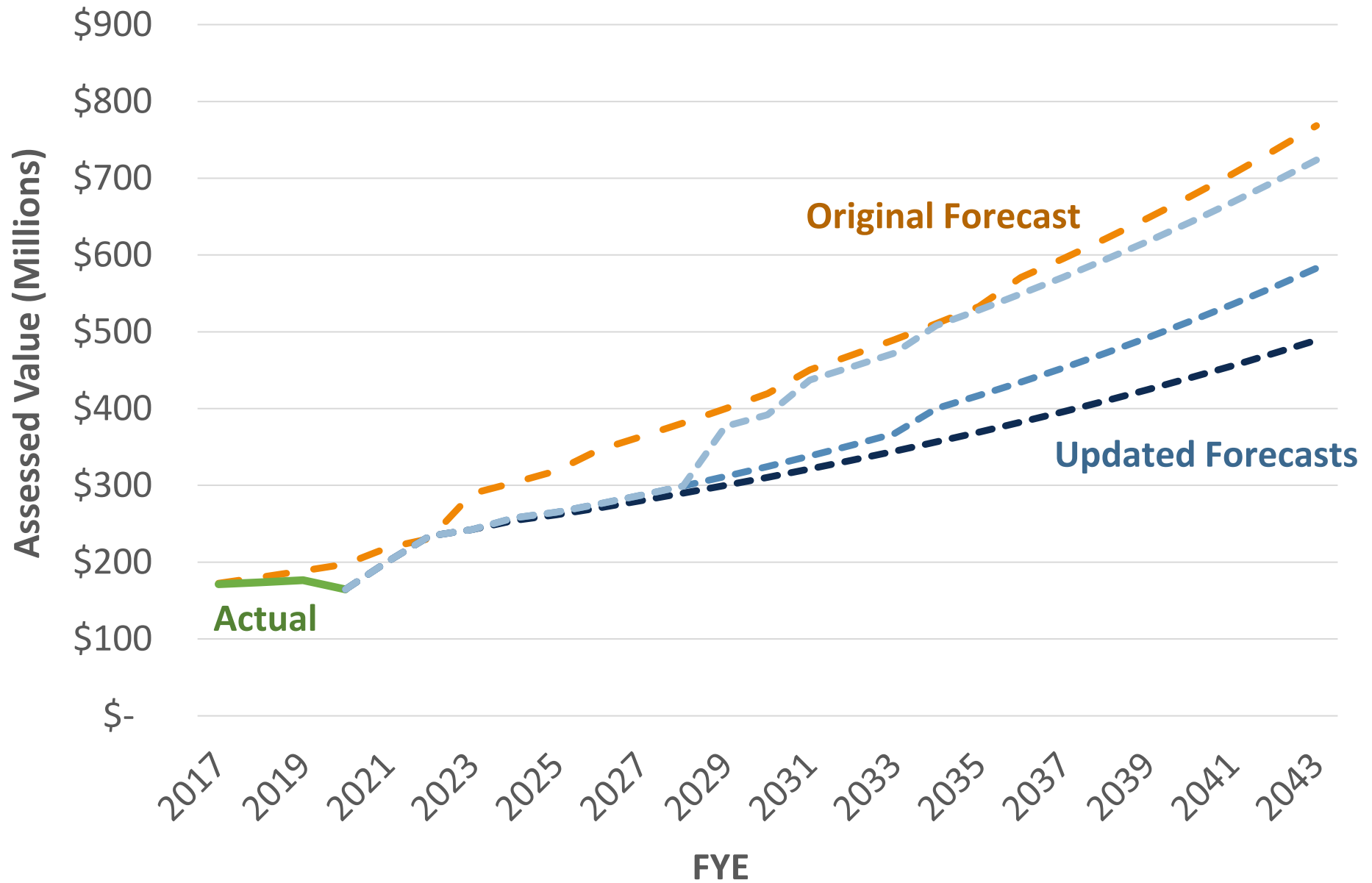
Net New AV from Construction



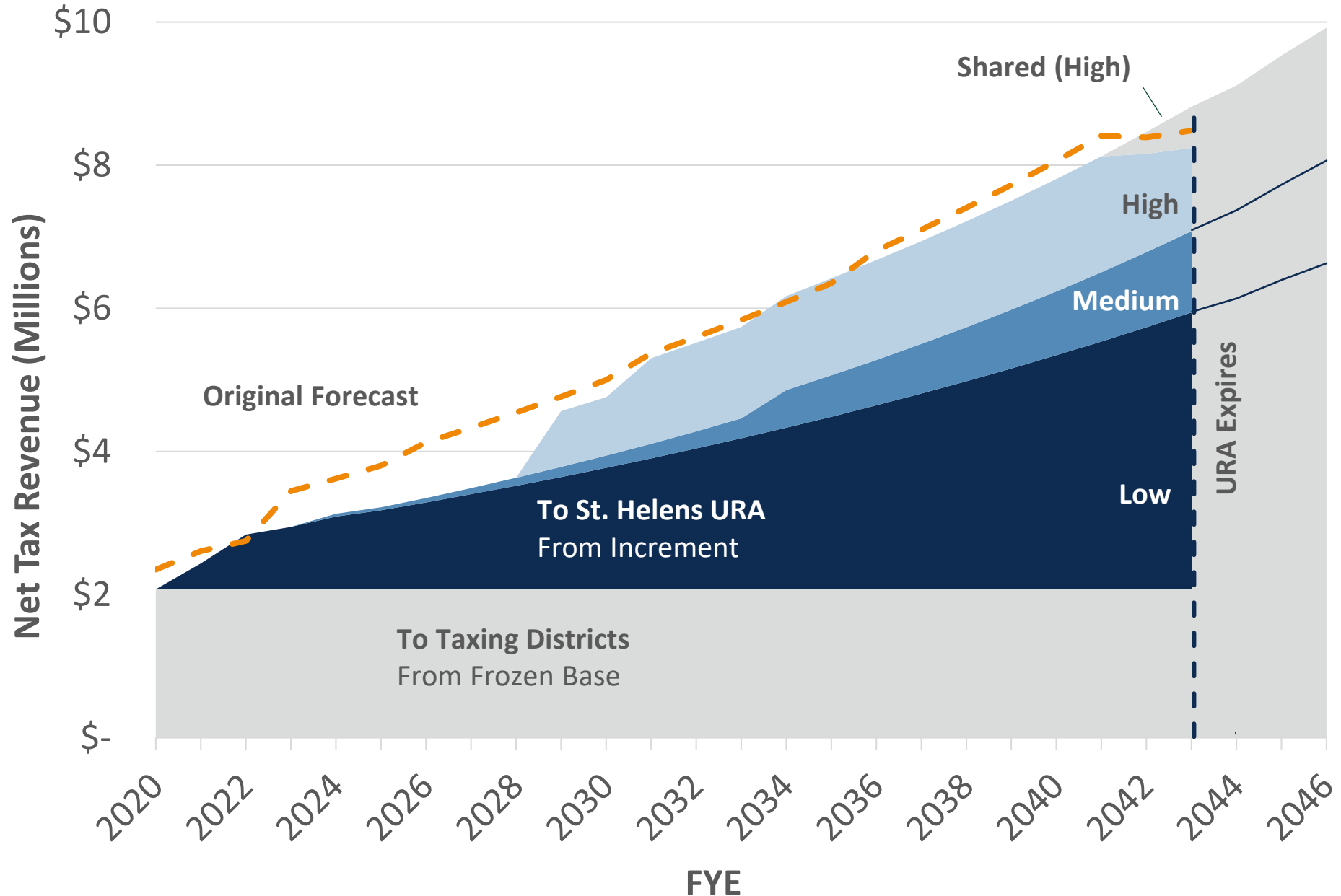
Enterprise Zone Expiration



Updated AV Forecasts



Updated TIF Forecast



Financial Capacity

| | Growth Scenario | | |
|-----------------------------|-----------------|--------------|--------------|
| | Low | Medium | High |
| Total Net TIF | \$47,400,000 | \$56,800,000 | \$76,300,000 |
| Maximum Indebtedness | \$62,000,000 | \$62,000,000 | \$62,000,000 |
| Total Indebtedness Incurred | \$38,100,000 | \$46,400,000 | \$60,800,000 |
| Capacity (2020\$) | \$27,800,000 | \$33,100,000 | \$43,600,000 |
| Years 1-5 | \$8,200,000 | \$8,200,000 | \$8,200,000 |
| Years 6-10 | \$6,300,000 | \$7,200,000 | \$13,500,000 |
| Years 11-15 | \$6,600,000 | \$8,100,000 | \$11,600,000 |
| Years 16-20 | \$4,100,000 | \$5,600,000 | \$7,400,000 |
| Years 21-25 | \$2,600,000 | \$3,900,000 | \$2,900,000 |

Potential Amendment

- 10 acres, expected 78 dwelling units
- Estimated \$11 million in new RMV (\$7.5 million in new AV)
- URA adds \$2.8 million financial capacity

Conclusion

- Historical growth below original projections
- Future growth in AV is uncertain and dependent on future construction
- Expiring tax exemptions will provide immediate financial capacity
- Updated forecasts below original projections
- Collecting TIF for longer could allow URA to achieve maximum indebtedness
- Amending the boundary could increase financial capacity

Questions?

Nick Popenuk

Tiberius Solutions LLC

503-740-0501

popenuk@tiberiussolutions.com



TIBERIUS
SOLUTIONS

Elaine Howard

Elaine Howard Consulting LLC

503-206-7060

elainehowardconsulting@gmail.com



ELAINE HOWARD
CONSULTING, LLC

PERSONAL SERVICES AGREEMENT

This PERSONAL SERVICES AGREEMENT (this “Agreement”) is made and entered into by and between the **City of St. Helens** (the “City”), an Oregon municipal corporation, and **Elaine Howard Consulting, LLC** (“Contractor”).

RECITALS

A. The City is in need of consulting services to assist the City’s Urban Renewal Agency with a major amendment to the boundary and Contractor is qualified and prepared to provide such services.

B. The purpose of this Agreement is to establish the services to be provided by Contractor and the compensation and terms for such services.

AGREEMENT

1. Engagement. The City hereby engages Contractor to provide services (“Services”) related to the St. Helens Urban Renewal Agency major boundary amendment and Contractor accepts such engagement. The principal contact for Contractor shall be Elaine Howard, cell 503-975-3147, email elainehowarconsulting@gmail.com.

2. Scope of Work. The duties and responsibilities of Contractor, including a schedule of performance, shall be as described in **Attachment A** attached hereto and incorporated herein by reference.

3. Term. Subject to the termination provisions of Section 11 of this Agreement, this Agreement shall commence once executed by both parties and shall terminate on December 31, 2020. The City reserves the exclusive right to extend the contract for a period of two (2) years in one (1) year increments. Such extensions shall be in writing with terms acceptable to both parties. Any increase in compensation for the extended term shall be as agreed to by the parties but shall not exceed five percent (5%) of the then-current fees.

4. Compensation. The terms of compensation for the initial term shall be as provided in **Attachment C**.

5. Payment.

5.1 The City agrees to pay Contractor for and in consideration of the faithful performance of the Services, and Contractor agrees to accept from the City as and for compensation for the faithful performance of the Services, the fees outlined in Attachment C, except that the hourly fee shall include all local travel, local telephone expense, computer expense, and routine document copying. Reimbursable expenses shall be billed at cost without markup and shall include travel and related expenses in compliance with the City’s travel and expense policy, reproduction of documents or reports with prior written approval, and long-distance telephone expenses. Contractor’s cost for approved sub-consultants may be marked up a maximum of five percent (5%) by Contractor for management and handling expenses.

5.2 Contractor shall make and keep reasonable records of work performed pursuant to this Agreement and shall provide detailed monthly billings to the City. Following approval by the City Administrator, billings shall be paid in full within thirty (30) days of receipt thereof. The City shall notify Contractor of any disputed amount within fifteen (15) days from receipt of the invoice, give reasons for the objection, and promptly pay the undisputed amount. Disputed amounts may be withheld without penalty or interest pending resolution of the dispute.

5.3 The City may suspend or withhold payments if Contractor fails to comply with requirements of this Agreement.

5.4 Contractor is engaged by the City as an independent contractor in accordance with the standards prescribed in ORS 670.600. Contractor shall not be entitled to any benefits that are provided by the City to City employees.

5.5 Any provision of this Agreement that is held by a court to create an obligation that violates the debt limitation provision of Article XI, Section 9 of the Oregon Constitution shall be void. The City's obligation to make payments under this Agreement is conditioned upon appropriation of funds pursuant to ORS 294.305 through 294.565.

6. Document Ownership. Upon acceptance of the Services and payment for such Services by the City, all work products, including, but not limited to, documents, drawings, papers, computer programs and photographs, performed or produced by Contractor for the benefit of the City under this Agreement shall become the property of the City. Any reuse or alteration of any work produced under this Agreement, except as contemplated herein, shall be at the City's sole risk.

7. Notices. All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

CITY: City of St. Helens
Attn: City Administrator
265 Strand Street
St. Helens OR 97051

CONTRACTOR: Elaine Howard Consulting, LLC
4763 SW Admiral Street
Portland, OR 97221

When so addressed, such notices, bills and payments shall be deemed given upon deposit in the United States mail, postage-prepaid.

8. Standard of Care. Contractor shall comply with applicable standards of professional care in the performance of the Services. Contractor shall prepare materials and deliverables in accordance with generally accepted standards of professional practice for the intended use of the project.

9. Consequential Damages. Neither party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits incurred by

one another or their subsidiaries or successors, regardless of whether such damages are caused by either party's breach of contract, willful misconduct, negligent act or omission, or other wrongful act.

10. Insurance.

10.1 At all times during the term of this Agreement, Contractor shall carry, maintain and keep in full force and effect a policy or policies of insurance as specified in Attachment B attached hereto and incorporated herein by reference.

10.2 All insurance policies shall provide that the insurance coverage shall not be canceled or reduced by the insurance carrier without thirty (30) days' prior written notice to the City. Contractor agrees that it will not cancel or reduce said insurance coverage.

10.3 Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, the City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, the City may take out the necessary insurance and pay, at Contractor's expense, the premium thereon. If the City procures such insurance, the City shall retain any cost incurred for same from moneys due Contractor hereunder.

10.4 At all times during the term of this Agreement, Contractor shall maintain on file with the City a Certificate of Insurance or a copy of actual policies acceptable to the City showing that the aforesaid policies are in effect in the required amounts. The policies shall contain an endorsement naming the City, its officers, employees and agents, as additional insureds (except for the professional liability and workers' compensation insurance).

10.5 The insurance provided by Contractor shall be primary to any coverage available to the City. The insurance policies (other than workers' compensation) shall include provisions for waiver of subrogation. Contractor shall be responsible for any deductible amounts outlined in such policies.

11. Termination. Either party may terminate this Agreement upon seven (7) days' written notice if one of the following occurs: (a) the other party fails to substantially perform in accordance with the terms of this Agreement; or (b) the City, in its sole discretion, decides to abandon the project. If either party terminates this Agreement, Contractor shall receive compensation only for Services actually performed up to the date of termination.

12. No Third-Party Rights. This Agreement shall not create any rights in or inure to the benefit of any parties other than the City and Contractor.

13. Modification. Any modification of the provisions of this Agreement shall be set forth in writing and signed by the parties.

14. Waiver. A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.

15. Indemnification. Contractor and the officers, employees, agents and subcontractors of Contractor are not agents of the City, as those terms are used in ORS 30.265. Contractor shall defend, indemnify and hold harmless the City and its officers, employees, elected officials, volunteers and agents from any and all claims for injury to any person or damage to property caused by the negligence or other wrongful acts, omissions, or willful

misconduct of Contractor or officers, employees, agents, or subcontractors of Contractor. Contractor shall not be responsible for claims caused by the negligence or other wrongful acts or omissions of the City or the City's officers, employees, or agents.

16. Governing Laws. This Agreement shall be governed by the laws of the State of Oregon. Venue shall be in the Circuit Court for Columbia County, Oregon.

17. Compliance with Law.

17.1 Contractor shall comply with all applicable federal, state and local statutes, ordinances, administrative rules, regulations and other legal requirements in performance of this Agreement.

17.2 Contractor shall comply with applicable provisions of ORS 279B.020, 279B.220, 279B.225, 279B.230 and 279B.235. Pursuant to ORS 279B.235, any person employed by Contractor who performs Services shall be paid at least time and a half pay for all overtime in excess of forty (40) hours in any one (1) week, except for persons who are excluded or exempt from overtime pay under ORS 653.010 through 653.261 or under 29 USC Sections 201 through 209.

17.3 Contractor is a "subject employer," as defined in ORS 656.005, and shall comply with ORS 656.017.

17.4 Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, physical or mental disability, or disabled veteran or veteran status in violation of state or federal laws.

17.5 Contractor certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement. [Business License No. _____]

18. Confidentiality. Contractor shall maintain the confidentiality, both external and internal, of that confidential information to which it is exposed by reason of this Agreement. Contractor warrants that its employees assigned to this Agreement shall maintain necessary confidentiality.

19. Publicity. Contractor shall not use any data, pictures, or other representations of the City in its external advertising, marketing programs, or other promotional efforts except with prior specific written authorization from the City.

20. Succession. This Agreement shall inure to the benefit of and shall be binding upon each of the parties hereto and such parties' partners, successors, executors, administrators and assigns.

21. Assignment. This Agreement shall not be assigned by Contractor without the express written consent of the City. Contractor shall not assign Contractor's interest in this Agreement or enter into subcontracts for any part of the Services without the prior written consent of the City.

22. Default.

22.1 A party will be in default under this Agreement if that party fails to comply with any provision of this Agreement within ten (10) days after the other party gives written notice specifying the breach. If the breach specified in the notice cannot be completely cured within the ten (10)-day period, a default will not occur if the party receiving the notice diligently begins curative action within the ten (10)-day period and proceeds to cure the breach as soon as practicable.

22.2 Notwithstanding Subsection 22.1, the City may declare a default immediately by written notice to Contractor if Contractor intentionally or repeatedly breaches material provisions of this Agreement or if Contractor's breach of contract creates unreasonable risk of injury to any person or damage to property.

22.3 Should a dispute arise between the parties to this Agreement, it is agreed that such dispute will be submitted to a mediator prior to any litigation. The parties shall exercise good-faith efforts to select a mediator who shall be compensated equally by both parties. Mediation shall be conducted in St. Helens, Oregon, unless both parties agree in writing otherwise. Both parties agree to exercise good-faith efforts to resolve disputes covered by this section through the mediation process. If a party requests mediation and the other party fails to respond within ten (10) days, a mediator shall be appointed by the presiding judge of the Circuit Court of the State of Oregon for Columbia County upon request of either party. The parties shall have any rights at law or in equity with respect to any dispute not covered by this section. Nothing in this section shall preclude a party from seeking equitable relief to enjoin a violation of this Agreement.

22.4 If a default occurs, the party injured by the default may terminate this Agreement and enforce any remedies available under Oregon law. Litigation shall be conducted in the Circuit Court of the State of Oregon for Columbia County. Litigation initiated by the City must be authorized by the St. Helens City Council.

23. Attorney Fees. If legal action is commenced in connection with this Agreement, the prevailing party in such action shall be entitled to recover its reasonable attorney fees and costs incurred herein at trial and on appeal.

24. Inspection and Audit by the City.

24.1 Services provided by Contractor and Contractor's performance data, financial records, and other similar documents and records of Contractor that pertain, or may pertain, to the Services under this Agreement shall be open for inspection by the City or its agents at any reasonable time during business hours. Upon request, copies of records or documents shall be provided to the City free of charge.

24.2 The City shall have the right to inspect and audit Contractor's financial records pertaining to the Services under this Agreement at any time during the term of this Agreement or within two (2) years following the termination of this Agreement.

24.3 This Section 24 is not intended to limit the right of the City to make inspections or audits as provided by law or administrative rule.

25. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the Services described herein.

26. Severance. If any provision of this Agreement is held to be invalid, it will not affect the validity of any other provision. This Agreement will be construed as if the invalid provision had never been included.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed in duplicate originals by its duly authorized undersigned agents, and Contractor has executed this Agreement on the date written below.

CITY:

CITY OF ST. HELENS

Urban Renewal Agency Meeting Date: 8/5/20

Signature: _____

Print: Doug Morten

Title: Urban Renewal Agency Chair

Date: _____

CONTRACTOR:

ELAINE HOWARD CONSULTING, LLC

Signature: _____

Print: Elaine Howard

Title: Principal

Date: _____

ATTACHMENT A
Scope of Work (See attached)

St. Helens Urban Renewal Plan Amendment and Report Scope of Work and Budget Agreement - Attachment A Budget - Attachment C

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Background

The St. Helens Urban Renewal Agency (Agency) has requested a scope of work and budget to develop an urban renewal plan amendment and report for the St. Helens Urban Renewal Area. The work is to be performed by Elaine Howard Consulting, LLC , hereinafter referred to as Consultant and Tiberius Solutions LLC as a sub-contractor.

The budget for the work is a not to exceed contract of \$13,270.

Detailed Scope of Work for Amendment

Scope of Work: Coordination Meetings

1. Project telephone meetings (4 meetings)

Scope of Work: Document Preparation

1. Document Preparation/Deliverables

We will prepare the following documents. They will be provided in Word format and can either be placed into our templates, or City of St. Helens (City) could provide City template to Consultant and we will fill out the portions that pertain to our work.

- Urban Renewal Plan Amendment (see specifics below)
- Urban Renewal Report on Plan Amendment (see specifics below)
- Agency staff report
- Consult and Confer letters to taxing districts – individual letters
- Planning Commission staff report
- City Council ordinance and staff report
- Notices for Planning Commission meeting and City Council hearing
- Notice of adoption of amendment
- Transmittal memo to Assessor
- Transmittal memo for recording
- We will provide City a copy of Tiberius' Excel financial spreadsheet

St. Helens Urban Renewal Plan Amendment and Report

2. Preparation of an Urban Renewal Plan Amendment in accordance with requirements of ORS 457.085. The components of the Plan that must be updated are:

- Acreage references
- Maps – boundary, zoning and comprehensive plan
- Legal Description
- If the amendment is adopted, we will add the Amendment 1 and this amendment into the Plan so you have a complete urban renewal plan with all amendments.

3. Preparation of a Report which accompanies the Amendment.

- A description of the physical, social and economic conditions within the urban renewal amendment area and the impact of the plan, including fiscal impacts, in terms of increased population and the need for additional public services.
- The reasons why the urban renewal amendment area was selected
- A financial analysis that shows the plan to be financially feasible. The amount of tax increment funds that are estimated to be required and the year in which the Agency plans to pay off all outstanding tax increment indebtedness.

Tiberius Solutions LLC Scope of work:

- Conduct spatial analysis to confirm the AV to be added and removed, identifying any auxiliary or personal property accounts that might be impacted.
- Work with City staff to determine site-specific exception value assumptions for properties to be added to the URA boundary.
- Update the TIF workbook to reflect the change in total value and frozen base value related to the amendment and extending the duration of the finance plan as long as necessary to achieve the full authorized maximum indebtedness.
- Create "impact of amendment" tables comparing the foregone revenues with the existing boundary to the forecast with the amended boundary
- Provide a final tax lot spreadsheet with all the fields necessary for summary tables.

- ■ Review the report document.
- An update on the table showing acreage and assessed value limitations.

Scope of Work: Plan Amendment Adoption

Urban Renewal Plan Amendment adoption is required to contain the following steps. A member of our team would be present at the City Council hearing.

- Review by the Agency and forwarding to the Planning Commission and City Council for their review and approval. Scheduled for September 2.
- The statute requires public involvement. Be sure to note in your file how this is accomplished. It may be the Agency meeting, Planning Commission meeting and City Council hearing will suffice.
- Consultation with impacted taxing jurisdictions. This is “consult and confer” with any written comments to be addressed in the urban renewal plan adopting ordinance. (The formal consult and confer is typically done through a letter to taxing jurisdictions, Consultant to prepare, Agency to distribute. Please note new requirements for a 45 day notice period. Letters to go out September 3)
- Columbia County briefing. (Agency to arrange meeting and provide briefing. Materials are the taxing districts letter.)
- Review by the Planning Commission of the Urban Renewal Plan Amendment’s conformance with the local plans, including the City of St. Helens’ Comprehensive Plan. (Consultant to prepare staff report; Agency to attend meeting.)
- Publishing notice of City Council meeting/hearing to citizens of St. Helens. (prepared by consultant and published by Agency.)
- Review by the City Council at a public hearing and a vote on adopting a non-emergency ordinance. (Consultant attends first meeting. Consultant to prepare staff report, notice and ordinance)
- Publish Notice of Plan Adoption in local newspaper. (Consultant to prepare Notice, published by Agency.)

St. Helens Urban Renewal Plan Amendment and Report

- Transmittal to County Assessor and Recording of Plan (Transmitted cover prepared by Consultant, transmitted by Agency.)
- Recording of Amendment (Transmitted cover prepared by Consultant, transmitted by Agency.)

Additional on-site meetings will be approximately \$600 - \$1,000 each, depending on the amount of preparation time required for the meeting.

City Responsibilities for Amendment

The City of St. Helens will provide the following:

- Transmission to Consultant of existing Urban Renewal Plan and Report on the Plan in Word format. (completed)
- Transmission of Amendment 1 to the Plan. (completed)
- Identify blighting conditions in the amendment Area.
- Identification of any boundary adjustment, with Consultant assistance, including tax lots and right of way of the Area.
Transmission to Consultant of information on tax lots in the boundary. (completed)
- Transmittal to consultant team of site specific exception value assumptions on parcels to be included in the boundary.
- Preparation of 2 boundary maps: amendment properties, boundary after amendment.
- Preparation of boundary map after amendment showing zoning designations.
- Preparation of boundary after amendment map showing comprehensive plan designations.
- Meeting space for all meetings and copying of documents for all meetings.
- Staffing all required meetings, consultant to attend one meeting of City Council as designated by St. Helens staff.
- Costs for publishing notice for all meetings (open public meeting and planning commission meetings) Notice language provided by Consultant.

St. Helens Urban Renewal Plan Amendment and Report

- Preparation and mailing of super-notice required for a new urban renewal plan and report (utility bills is most cost effective) Notice language provided by Consultant.
- Printing and mailing of taxing jurisdictions letters. Letter prepared by Consultant.
- Preparation of legal description and legal descriptions maps for Area.
- Publish notice of adoption. Notice language provided by Consultant.
- Recording of plan on adoption. Recording cover letter provided by Consultant.

Timeline for Completing Scope of Work for Amendment

The timeline for the completion of the work is approximately 4 months, depending on the execution of the contract. Given the required meetings, we will be able to perform the contract by December 2020.

| | |
|----------------------------|---|
| Document Preparation | August (this requires quick turn-around from St. Helens staff on data requests) |
| Agency Meeting | September 2 |
| Consult and Confer letters | September 3 |
| Planning Commission | September 8 |
| City Council | October 21, November 4 |
| Amendment completed | December 5 |

ATTACHMENT B INSURANCE REQUIREMENTS

Contractor and its subcontractors shall maintain insurance acceptable to the City in full force and effect throughout the term of this Contract.

It is agreed that any insurance maintained by the City shall apply in excess of, and not contribute toward, insurance provided by Contractor. The policy or policies of insurance maintained by Contractor and its subcontractors shall provide at least the following limits and coverage:

| TYPE OF INSURANCE | LIMITS OF LIABILITY | | REQUIRED FOR THIS CONTRACT |
|--|---|--|----------------------------|
| General Liability | Each occurrence General Aggregate Products/Comp Ops Aggregate Personal and Advertising Injury | \$1,000,000 \$2,000,000 \$2,000,000 \$1,000,000 w/umbrella or \$1,500,000 w/o umbrella | YES/NO |
| Please indicate if Claims Made or Occurrence | | | |
| Automobile Liability | Combined Single – covering any vehicle used on City business | \$2,000,000 | YES/NO |
| Workers' Compensation | Per Oregon State Statutes If workers compensation is not applicable please initial here _____. State the reason it is not applicable: _____ | | YES/NO |
| Professional Liability | Per occurrence Annual Aggregate | \$500,000 or per contract \$500,000 or per contract | YES/NO |

Contractor's general liability and automobile liability insurance must be evidenced by certificates from the insurers. The policies shall name the City, its officers, agents and employees, as additional insureds and shall provide the City with a thirty (30)-day notice of cancellation.

Workers' compensation insurance must be evidenced by a certificate from the insurer. The certificate need not name the City as an additional insured, but must list the City as a certificate holder and provide a thirty (30)-day notice of cancellation to the City.

Certificates of Insurance shall be forwarded to:

City Administrator
City of St. Helens
265 Strand Street
St. Helens, OR 97051

Contractor agrees to deposit with the City, at the time the executed Contract is returned, Certificates of Insurance and Binders of Insurance if the policy is new or has expired, sufficient to satisfy the City that the insurance provisions of this Contract have been complied with and to keep such insurance in effect and the certificates and/or binders thereof on deposit with the City during the entire term of this Contract. Such certificates and/or binders must be delivered prior to commencement of the Work.

The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury or loss caused by negligence or neglect connected with this Contract.

St. Helens Urban Renewal Plan Amendment and Report

Budget for Amendment – Attachment C

The budget for this Amendment is a not to exceed amount of \$13,270, shown in Exhibit 1. Budget authority may be moved from one person to another as long as the contract amount is not exceeded.

Exhibit 1 - Budget

| St. Helens | Billing rate | Total Hours | Total Cost |
|---|---------------------|--------------------|-------------------|
| Elaine Howard, Principal | 210.00 | 20.00 | \$4,200 |
| Scott Vanden Bos | 150.00 | 29.00 | \$4,350 |
| Nick Popenuk, Tiberius Solutions | 160.00 | 12.00 | \$1,920 |
| Ali Danko, Tiberius Solutions | 110.00 | 20.00 | \$2,200 |
| Rob Wyman, Tiberius Solutions | 100.00 | 6.00 | \$600 |
| Total Hours | | 87 | |
| Total Costs | | | \$13,270 |
| Financial - Review and re-run of financials | | | |
| Total Estimate | | | \$13,270 |

If additional meetings in St. Helens are requested, the estimated cost is \$600 - \$1,000. One meeting with the City Council is specified in the budget.

If legal advice is needed, it will be considered an extra item and will be in addition to the proposed contract amount. We will not incur any expenses on legal advice without prior written approval of client by issuance of a Change Order.

If additional meetings or work items are requested, they will be billed at actual time and expenses and will be in addition to the proposed contract amount. Labor and direct costs are shown below by services and individual.

This scope approved by Consultant:



Elaine Howard, Principal

July 28, 2020