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**City of St. Helens**  
**UPDATED COUNCIL AGENDA**  
**Wednesday, October 5, 2016**  
 City Council Chambers, 265 Strand Street, St. Helens

**City Council Members**

Mayor Randy Peterson  
 Council President Doug Morten  
 Councilor Keith Locke  
 Councilor Susan Conn  
 Councilor Ginny Carlson

**Welcome!**

All persons planning to address the Council, please sign-in at the back of the room. When invited to provide comment regarding items not on tonight's agenda, please raise your hand to be recognized, walk to the podium in the front of the room to the right, and state your name only. You are not required to give your address when speaking to the City Council. If you wish to address a specific item on the agenda, you should make your request known to the Mayor as soon as possible before the item comes up. The Council has the authority to grant or deny your request. Agenda times and order of items are estimated and are subject to change without notice.

1. **7:00PM - CALL REGULAR SESSION TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **INVITATION TO CITIZENS FOR PUBLIC COMMENT – *Limited to five (5) minutes per speaker.***
4. **ORDINANCES – Final Reading**
  - A. **Ordinance No. 3209:** An Ordinance Amending the St. Helens Municipal Code Chapter 12.08 Regarding Planning Commission Rules of Operation
5. **APPROVE AND/OR AUTHORIZE FOR SIGNATURE**
  - A. Wells Fargo Offsite Business Account Application Form
  - B. Agreement with Bear Inspection & Consulting LLC for Special Inspection Services for the 2MG Reservoir Rehabilitation Project
  - C. Contract Payments
6. **CONSENT AGENDA FOR ACCEPTANCE**
  - A. Library Board Minutes dated July 12 and August 16, 2016
  - B. Arts & Cultural Commission Minutes dated June 28, 2016
  - C. Accounts Payable Bill List
7. **CONSENT AGENDA FOR APPROVAL**
  - A. Council Work Session and Regular Session Minutes dated September 7, 2016
  - B. Animal Facility License for Kevin Zmolek at 2707 Gable Road
  - C. OLCC License for Running Dogs Brewery at 34966 Roberts Lane
  - D. Waiver of Special Use Permit Fee for Monster Dash Run/Walk on October 8, 2016
  - E. Accounts Payable Bill List
8. **URBAN RENEWAL – SCOPE OF WORK FOR PLAN AND REPORT**
9. **APPROVE AND/OR AUTHORIZE FOR SIGNATURE**
  - A. **Agreement with ECONorthwest for Urban Renewal Plan and Report**
10. **MAYOR PETERSON REPORTS**
11. **COUNCIL MEMBER REPORTS**
12. **DEPARTMENT REPORTS**
13. **EXECUTIVE SESSION: ORS 192.660(2)(e) Real Property Transactions**
14. **ADJOURN**

The St. Helens City Council Chambers are handicapped accessible. If you wish to participate or attend the meeting and need special accommodation, please contact City Hall at 503-397-6272 in advance of the meeting.

Be a part of the vision...get involved with your City...volunteer for a City of St. Helens Board or Commission!  
 For more information or for an application, stop by City Hall or call 503-366-8217.

Upcoming Dates to Remember:

- ~~October 5, Council Work Session, 1:00 p.m., Council Chambers~~ **CANCELLED**
- **October 5, Council Regular Session, 7:00 p.m., Council Chambers**
- October 10, Parks Commission, 4:00 p.m., Council Chambers
- October 11, Planning Commission, 7:00 p.m., Council Chambers
- October 18, Library Board, 7:15 p.m., Columbia Center Auditorium

## 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 **ECONorthwest** (“Contractor”).

### RECITALS

**A.** The City is in need of consulting services to Urban Renewal Plan and Report, 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 Urban Renewal, and Contractor accepts such engagement. The principal contact for Contractor shall be Lorelei Juntunen, phone (503) 222-6060.

**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 October 31, 2017. 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 A.

**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 A, 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  
PO Box 278  
St. Helens, OR 97051

**CONTRACTOR:** **ECONorthwest**  
Attn: Lorelei Juntunen  
222 SW Columbia Street, Suite 1600  
Portland, OR 97201

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**

Council Meeting Date: 10/5/16

Signature: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

City Attorney

**CONTRACTOR:**

**ECONorthwest**

Signature: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**ATTACHMENT A**  
**Scope of Work & Terms of Compensation**

**See Attached**

DATE: September 29, 2016  
TO: John Walsh, City of St. Helens  
FROM: Lorelei Juntunen and Emily Picha  
SUBJECT: SCOPE OF WORK FOR ST. HELENS URBAN RENEWAL PLAN AND REPORT - REVISED

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## Project understanding

The City of St. Helens is in the process of completing a framework plan for the Veneer Site, a 25-acre waterfront site near downtown St. Helens, and adjacent industrial areas. As part of this effort, the City is working with its consultant team to identify a set of funding tools that can fund the major infrastructure investments necessary to support development on the site, including roads, utilities, and open space, as well as provide incentives for vertical development. Through an evaluation of funding tools, the project team identified urban renewal as a potentially powerful tool to fund key on-site improvements as well as other infrastructure improvements throughout the City along Highway 30, the downtown grid, and Columbia Boulevard/St. Helens Street.

## Approach

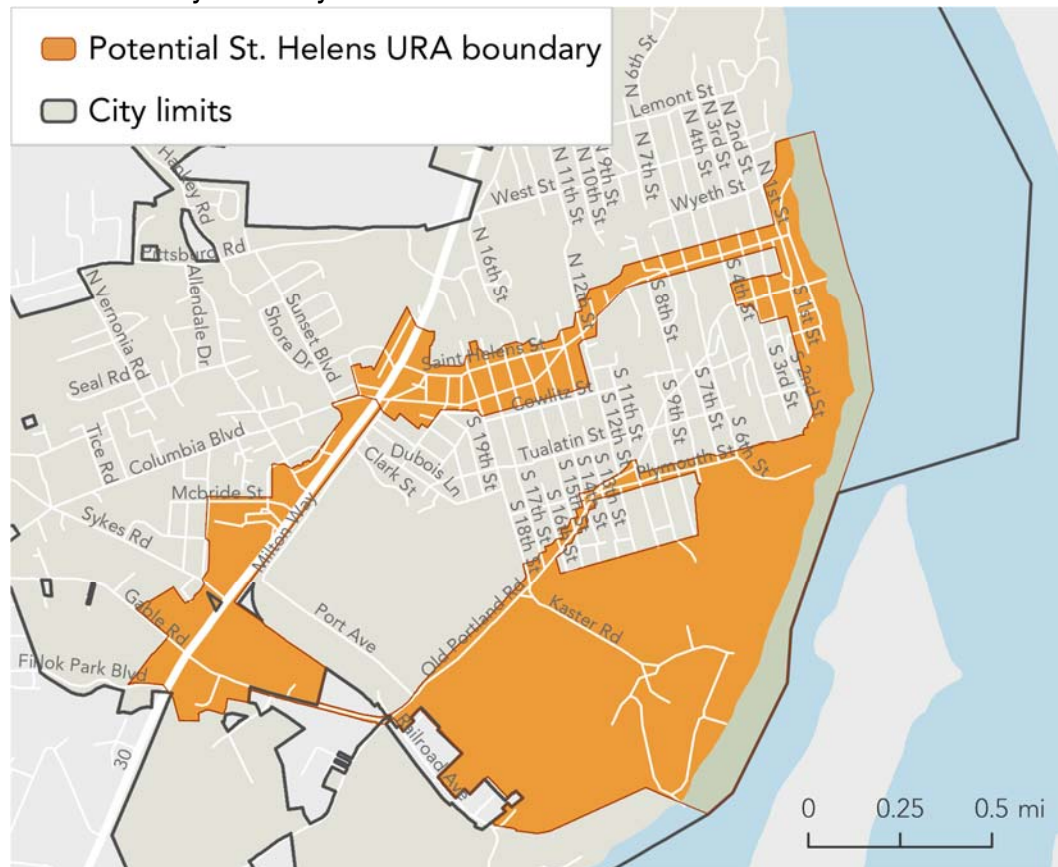
Our approach leverages our experience in urban renewal plans, feasibility studies, substantial amendments, strategic planning, and report writing to provide the best possible product to the City of St. Helens. We will:

- Bring our extensive knowledge of Oregon Statutes relating to urban renewal to answer technical questions and ensure practices conform with Oregon law.
- Apply previously built Excel models to make efficient and accurate financial projections of TIF revenues and borrowing capacity.
- Use our experience with dozens of other urban renewal agencies across the state to provide strategic advice to the City on best practices for urban renewal.
- Apply our experience with urban renewal to foster a smooth and efficient process, and to support a meaningful public education campaign.

Our team has worked on the majority of urban renewal plans developed in the last ten years in Oregon, including three which have successfully gone to public vote: Beaverton, Wilsonville TIF Zones, and Wilsonville Coffee Creek. We have deep experience in successfully managing citizen committees, working with taxing districts, and developing successful plans. We are often complimented on our ability to explain the complexities of urban renewal.

We assumed a boundary that comprises 21% of the City's land area, as shown in Exhibit 1. This boundary encompasses the framework plan projects but also includes other priority projects along key corridors in the City, such as TGM-related projects.

## Exhibit 1. Study boundary



Source: City of St. Helens

## Public involvement

We can help to guide the City as it considers the best structure and process for stakeholder and public involvement for the urban renewal plan. For urban renewal plans, we recommend forming an advisory group that includes area property and business owners, developers active in the area, and representatives of the largest affected taxing districts (probably the City and the County) to provide input to the process. In addition, we will meet with affected taxing districts throughout the process to help each district to understand the community vision for the area, and the financial implications of the proposed urban renewal plan for district finances. For broader public input, we recommend two open house events that provides detailed information on the history and vision of the project area, components of the urban renewal plan and a description of how urban renewal works. In this case, this initial open house can be efficiently paired with the final open house for the Framework Plan.

## Financial analysis

Financial analysis is a critical component of an urban renewal plan, at least in part because urban renewal plans are required by State statute to demonstrate “financial feasibility.” The required financial analysis will determine the duration of the plan, the maximum indebtedness

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(or spending capacity) of the plan, when revenue sharing will occur, and how soon the area will have resources to invest in projects and how overlapping taxing districts will be impacted.

We will first work with the City to determine the potential infrastructure needs (informed by the framework plan, TGM grant, the US 30 and Columbia Blvd/St. Helens Street Corridor Plan, and other planning processes), informed by the City's capital improvement plan and other master plans, and forecast potential tax increment generation. We will recommend projects and advise on levels of maximum indebtedness for the urban renewal plan.

The financial analysis in the plan must be carefully considered. Financial forecasts that are too optimistic can result in raised expectations from the community, elected officials, and key stakeholders. This can set the area up for failure in the long-term. On the other hand, financial forecasts that are too conservative will place unnecessary limits on the use of urban renewal, reducing its maximum indebtedness below true capacity. There are two major inputs to the financial component of an urban renewal plan (tax increment revenue projections, and project identification and costing), and the City team has made progress on both of them:

- As a preliminary review associated with the framework planning process, ECONorthwest completed initial forecasts of tax increment finance revenues and bonding capacity. While more work is necessary to update them, our preliminary analysis found sufficient potential bonding capacity to justify ongoing exploration.
- Regarding project identification and costs, the team carefully evaluated the infrastructure and other investments needed to support redevelopment of the Veneer property and adjacent industrial areas. This will serve as a solid foundation for the urban renewal financial plan and stakeholder conversations.

## Process for adoption

The requirements of ORS 457 governing urban renewal in Oregon are complex and can be frustrating to carry out for those who are unfamiliar with these requirements. There are meetings and requirements in addition to those specified in the RFP. We will provide a checklist for staff regarding pertinent information that will need to be completed, including: the Agency report, urban renewal plan, report accompanying the plan, planning commission report, taxing districts letter, meeting with the county commission, ordinance, city council meetings, and notices. There are specific sequences and approvals required in ORS 457 and our process covers all of those.

## Team

Our team has a long history of working together on urban renewal and economic development projects, having completed dozens of successful projects together over the past five years. Our core team is:

- **Lorelei Juntunen and Emily Picha** have worked for the past several years on the St. Helens waterfront, including working with Maul Foster Alongi and Kittelson on the

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Integrated Planning Grant and Framework Plan processes on the Veneer Site. Lorelei and Emily would manage the project, interact with key stakeholders, and lead the creation of the urban renewal plan and report.

- **Nick Popenuk of Tiberius Solutions** would lead financial analysis.
- **Elaine Howard of Elaine Howard Consulting** is Oregon's foremost expert on the urban renewal planning process and would advise the team on stakeholder involvement and plan development that comports with state urban renewal statutes.
- **Kittelson** will coordinate new rough costing work transportation projects within the proposed boundary.
- **Maul Foster Alongi** will coordinate cost estimating for civil work completed through the framework plan, to do any new costing work for civil engineering projects.

## Scope

### Task 1. Project kickoff

The team will meet with City Staff, including the City's finance director, to review the scope of work and timeline, discuss advisory committee representation, and review any questions regarding data or process.

**Budget:** \$5,105

**Schedule:** Nov - Mar

### Task 2. Outreach program

The outreach program will target three audiences: (1) an Advisory Committee, (2) the general public, and (3) affected taxing districts.

#### ADVISORY COMMITTEE

The Advisory Committee will be the primary body providing recommendations on the specific characteristics of the draft urban renewal plan. This group will include representatives of the businesses and residents in neighborhoods affected by the proposed urban renewal area, staff representatives of affected taxing districts, and key civic and business leaders from the City of St. Helens at large. The Advisory Committee will meet three times during the drafting of the urban renewal plan and report, and once more if the City Council decides to pursue adoption of a final urban renewal plan. The timing and topics of these meetings are:

- Meeting #1 – November – Urban Renewal 101 and direction from City Council; Update on Framework Plan projects and previous tax increment revenue projection findings, Goals and Objectives; boundary and projects.
- Meeting #2 – February – Finance, timing, and project prioritization
- Meeting #3 – April – Review of draft urban renewal plan and report

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- Meeting #4 – TBD – Review of final urban renewal plan and report (if needed)

## GENERAL PUBLIC

In addition to the Advisory Committee, the outreach program will include the general public. The team will attend up to two community events with a table or booth providing information on the potential use of urban renewal, one at the beginning of the process, and one toward the end when a draft plan is available for review.

The first opportunity will be at the final open house for the Framework Plan. At this event, our team will focus on education, including the pros and cons of urban renewal, and seeking input from the public on if and how they would like to see urban renewal used in their community.

We will work with staff and the Advisory Committee to identify a second opportunity for engagement regarding urban renewal that is appropriate to the likely level of interest in the community, the timeline for the process, and the overall community needs.

Over the course of the project, the City may want to provide periodic updates to the public through local newsletters and emails. Our budget assumes that we will write the draft language for three project updates. Language for each update will be brief (approximately ½ page), with City staff responsible for final edits, formatting, and distribution to the public.

## AFFECTED TAXING DISTRICTS

Funding for urban renewal works through the division of property tax revenues, which results in foregone revenues for overlapping taxing districts. Because of this, taxing districts are important stakeholders in the urban renewal process. Although there are several taxing districts that overlap the City of St. Helens, the districts with the largest property tax rates (i.e., the ones most impacted by urban renewal) are the City of St. Helens, Columbia County, Columbia River Fire District, and St. Helens School District. Because the City of St. Helens is the Client, they (staff and elected officials) will be deeply involved in the evaluation of urban renewal, and therefore they are not specifically the focus of these outreach efforts. Thus, when we refer generally to “affected taxing districts” in this scope of work, we are referring to the County, Fire District, and School District.

We will offer to meet one-on-one with affected taxing districts at the beginning of the outreach process to (1) let them know that St. Helens is considering the use of urban renewal and share the preliminary boundary, (2) to invite them to send a staff person to participate in the Advisory Committee, and (3) to seek any upfront comments or guidance that they may have for the City of St. Helens as they evaluate the possibility of using urban renewal.

Our expectation is that all three of these taxing districts will choose to have a high-level staff person participate in the Advisory Committee, and that this staff person will keep other staff and elected updated on our progress.

Once a draft urban renewal plan has been completed and presented to City Council, if the City Council chooses to proceed with a final urban renewal plan and report, then we will meet again

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with representatives of affected taxing districts, including meetings with senior staff, and (if desired) presentations to their governing bodies. These meetings will satisfy the statutory requirements to “consult and confer” with affected taxing districts.

**Budget:** \$16,925

**Schedule:** Nov - Mar

**Products:** Public outreach materials as necessary

PowerPoint presentations, agendas, and summary meeting notes for Advisory Committee meetings

**Meetings:** Up to 15

Up to 4 Advisory Committee meetings (including the final meeting, if needed)

Up to 3 initial presentations to governing bodies of affected taxing districts

Up to 3 follow-up meetings with staff of affected taxing districts

Up to 3 follow-up presentations to governing bodies of affected taxing districts

Participation in up to 2 public events

### Task 3. Draft urban renewal plan and report

We will prepare a draft urban renewal plan and report as required by State statute, evaluating all key issues necessary for the City Council to make a decision on whether or not to pursue adoption of an urban renewal plan.

Our budget assumes that we will begin with the boundary that the City has already discussed with ECONorthwest, revising it to remove some non-taxable acreage to comply with statutory limits on the amount of acreage that can be in an urban renewal area. Some additional changes to the boundary may be necessary,

The urban renewal plan will include:

- Introduction and overview, including the general approach to the use of urban renewal and the timing of when to establish the urban renewal area and why.
- Map of the boundary<sup>1</sup>
- Goals and objectives
- Urban renewal projects and activities
- Strategy for property acquisition and disposition
- Strategy for relocation methods
- High-level financing plan (details of the financing plan are included in the report)

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<sup>1</sup> An official boundary description provided by a surveyor, not included in the scope of work for this contract, would be necessary for the final urban renewal plan and report, prior to City Council adoption, but the draft version would simply include a map of the proposed boundary.

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- Process for future amendments
  - Overview of land uses
  - Relationship to local plans and objectives

The urban renewal report will include:

- Existing physical, social, and economic conditions
- Impact on municipal services
- Reasons for selecting the boundary
- Estimated project costs and completion dates
- Financial analysis of the plan, including TIF projections, and assumptions on other funding sources for identified urban renewal projects.
- Financial impact on affected taxing districts (i.e., foregone revenue)
- Compliance with statutory limits on assessed value and size of urban renewal area
- Relocation Report

Preparation of the draft urban renewal plan and report will be informed by the Advisory Committee, feedback from the general public, and the initial direction from the City Council. Once complete, ECO will present the draft plan and report to the City Council for their consideration. During this City Council meeting, we will assist City staff in facilitating a City Council decision on whether or not to proceed with creation of a final urban renewal plan and report for adoption, and if so, with what modifications to the draft plan and report. The scope of work assumes that two City Council meetings will be necessary for these conversations.

**Budget:** \$28,575

**Schedule:** Nov - June

**Products:** Draft urban renewal plan and report  
PowerPoint presentations for City Council meetings

**Meetings:** Two  
Presentations to City Council

#### Task 4. Final urban renewal plan and report

Following the presentation of the draft urban renewal plan and report to City Council in Task 3, if the City Council directs us to move forward with adoption of the urban renewal plan, we will make any necessary revisions to the plan and report, based on City Council input, resulting in the Final Urban Renewal Plan and Report. If the revisions are substantial, we will then meet one last time with the Advisory Committee to discuss these revisions. We will draft all required documents, provide the City with a schedule of all required meetings and when notices need to



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be sent, and attend all required meetings to present the Plan and Report and answer questions. Note that the City will be responsible for the mailing and publishing of notices.

**Budget:** \$12,225

**Schedule:** Apr - June

**Products:** Final Urban Renewal Plan and Report  
Urban Renewal Agency Staff Report (transmits the plan and report and recommends motion)  
Planning Commission Report (we will provide the language typically used, your planning department may want to modify for their format)  
City Council Staff Report (transmits the plan and report and explains ordinance)  
Ordinance  
Notice (super-notice)<sup>2</sup>  
Notice of adoption of ordinance<sup>3</sup>  
Cover memorandum for recording  
One PowerPoint presentation to be used for all meetings

**Meetings:** Up to 7

Advisory committee meeting if City Council directed major changes to the draft documents (covered in Task 3)  
Public meeting if City Council directed major changes to the draft documents (typically on same day as Advisory Committee meeting, covered in Task 3)  
Urban Renewal Agency Meeting to start process of Plan review  
Planning Commission Meeting  
County Commission presentation (they do not vote, but required to present to them. Covered in Task 3)  
City Council hearing and first reading of ordinance  
City Council second reading of ordinance and vote

## Summary of budget and schedule

We propose completing all tasks described in the scope of work for a total budget not-to-exceed \$66,000. If the project is able to begin in October, we anticipate completing all work before June 30, 2017.

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<sup>2</sup> We provide the language. The City would send out the notice to either utility customers, voters or property owners. There will be a mailing cost unless you used a mailing that is already scheduled such as utility bills.

<sup>3</sup> We provide language, the City publishes in the local newspaper.

**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
<b>General Liability</b>	Each occurrence	\$1,000,000	YES
	General Aggregate	\$2,000,000	
	Products/Comp Ops Aggregate	\$2,000,000	
	Personal and Advertising Injury	\$1,000,000 w/umbrella or \$1,500,000 w/o umbrella	
Please indicate if Claims Made or Occurrence			
<b>Automobile Liability</b>	Combined Single – covering any vehicle used on City business	\$2,000,000	YES
<b>Workers' Compensation</b>	Per Oregon State Statutes If workers compensation is not applicable please initial here _____. State the reason it is not applicable: _____		YES
<b>Professional Liability</b>	Per occurrence	\$500,000 or per contract	YES
	Annual Aggregate	\$500,000 or per contract	

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  
P.O. Box 278  
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.