



IMPROVING OUR COMMUNITY

COLUMBIA GATEWAY URBAN RENEWAL AGENCY

CITY OF THE DALLES

## AGENDA

### COLUMBIA GATEWAY URBAN RENEWAL AGENCY BOARD

Meeting Conducted in a Room in Compliance with ADA Standards

**Tuesday, July 18, 2017**

**4:30 p.m.**

City Hall Council Chambers

313 Court Street

The Dalles, Oregon

- I. CALL TO ORDER
- II. ROLL CALL  
Scott Baker, Staci Coburn, Taner Elliott, John Fredrick, Steve Kramer, Darcy Long-Curtiss, Linda Miller, Chuck Raleigh and Kathy Schwartz
- III. PLEDGE OF ALLEGIANCE
- IV. APPROVAL OF AGENDA
- V. APPROVAL OF MINUTES – June 20, 2017
- VI. PUBLIC COMMENTS for items not on the agenda
- VII. PRESENTATIONS  
Jeremiah Paulsen, Main Street Executive Director
- VIII. ACTION ITEM  
Agency Board Motion Clarification – Sunshine Mill  
(Discover Development, LLC) – May 3, 2017
- IX. DISCUSSION  
Various Agency Matters
- X. STAFF COMMENTS  
Next Meeting Date: August 15, 2017
- XI. BOARD MEMBERS COMMENTS OR QUESTIONS
- XII. ADJOURNMENT



IMPROVING OUR COMMUNITY

COLUMBIA GATEWAY URBAN RENEWAL AGENCY

CITY OF THE DALLES

## MINUTES

### COLUMBIA GATEWAY URBAN RENEWAL AGENCY BOARD

Meeting Conducted in a Room in Compliance with ADA Standards

**Tuesday, June 20, 2017**

5:30 p.m.

City Hall Council Chambers

313 Court Street

The Dalles, Oregon

- I. **CALL TO ORDER**  
Chair Elliott called the meeting to order at 5:30 p.m.
- II. **ROLL CALL**  
Present: Scott Baker, Staci Coburn, Taner Elliott, Steve Kramer, Darcy Long-Curtiss, Linda Miller, Chuck Raleigh and Kathy Schwartz  
John Fredrick arrived at 5:43 p.m.  
Staff Present: Urban Renewal Manager Steve Harris and City Attorney Gene Parker
- III. **PLEDGE OF ALLEGIANCE**  
Chair Elliott led the Pledge of Allegiance.
- IV. **APPROVAL OF AGENDA**  
Board Member Long-Curtiss motioned to approve the agenda with the inclusion of the supplemental agenda. Board Member Kramer seconded the motion. The motion passed; Fredrick absent.
- V. **APPROVAL OF MINUTES**  
Board Member Kramer moved to approve the May 3 and May 16 minutes with a correction on page six, paragraph 10 of the May 3 minutes that interest only payments be applied toward the installment loan agreement. Board Member Coburn seconded the minutes. The motion passed 8-0; Fredrick absent.
- VI. **PUBLIC COMMENTS**  
None.
- VII. **PRESENTATION**
  - A. Dan Burden, National Team for Blue Zones, gave a presentation. The purpose of Blue Zones is to make a community healthy, lively, longer lived and more prosperous. Exhibit 1.

Elliott asked if Blue Zones had been established in communities similar in size to The Dalles. Burden replied Klamath Falls had been completed; Grants Pass and Roseburg will launch soon.

Vice Chair Miller inquired if Blue Zones had hired yet. Jordan Carr, also of Blue Zones, stated final interviews were scheduled for this week. Preference will be given to local applicants. A team of four full time employees is expected on the ground in July; the project will continue for three years.

Carr stated progress updates would be provided to the Board. Once hiring was completed, volunteer committees would be established to set targets in multiple areas.

- B. Elaine Howard and Scott Vanden Bos of Elaine Howard Consulting, LLC, provided a presentation on urban renewal in Oregon, Exhibit 2.

The following inquiry was submitted prior to the meeting:

- Please provide information on the process used by other agencies for vetting projects
- Who is responsible for that process, the City officials or the Urban Renewal Board
- What that process would look like

Howard replied that in Oregon the Urban Renewal Board is appointed by the City Council; in most parts of the state, the City Council is the Urban Renewal Board. To vet a project, review the project against established goals and objectives.

Board Member Fredrick inquired about the process to vet applicants, their resources, and their ability to complete the project. Howard replied that process is usually led by the City Attorney and Community Development Office on a case by case basis.

Board consensus was to hold a work session to set goals, expectations and elaborate on the vetting process.

Board Member Baker requested price points for the Coos Bay, Pendleton and Madras projects.

Howard stated a community has a maximum indebtedness limit. The Board would have to determine how many years are necessary to reach the full maximum indebtedness and use that information to prioritize projects.

## VIII. ACTION ITEM

- A. Façade Improvement Grant Application – Victor Johnson, Herbring House, 313 W. 4<sup>th</sup> Street

Manager Harris presented the Staff Report.

In response to Board Members' inquiries, Johnson provided the following responses:

- The property faces both East Third Street and East Fourth Street; two sides of the structure are frontage
- Funds would not be provided for improvements to the brick
- Johnson was unable to source the sheet metal work locally

Coburn asked what assurance was provided that the commercial use would continue for three years. City Attorney Parker replied some grant programs include grant assurance agreements that become record. Those conditions would obligate the property and then become enforceable. That approach would address the Board's concern; the conditions would go along with the property.

Johnson's goal is to complete the building by June, 2018, with the business opening in the fall of 2018.

Parker suggested the motion include a condition that the applicant executes a grant assurance agreement to encumber the property for a three year period.

Fredrick stated when a project is submitted, he would like to see the return to taxpayers in assessed valuation. Harris replied that may be available from the tax assessor, but suggested the information would have more value on a larger project. Kramer stated the tax assessor could provide only an estimate; work is evaluated once completed. Elliott stated it would be worthwhile to inquire. Harris replied staff could make that request.

Elliott requested the motion language be restated. Parker replied the condition to the first recommended motion include a condition the applicant sign a façade improvement grant assurance agreement. It would be part of the applicant's obligation to sign the agreement and report on the property. That document would be recorded with the County.

Long-Curtiss inquired if the agreement would return to the Board for review. Parker replied in the past the agreement was handled administratively.

Miller motioned to approve a \$19,899.00 urban renewal property rehabilitation façade improvement grant to Mr. Victor Johnson to be used for façade improvements as presented on the building and property located at 313 W. 4<sup>th</sup> Street, The Dalles, Oregon, with the condition that the applicant receive approval from the Historic Landmarks Commission prior to the commencement of work and grant assurance agreement. Long-Curtiss seconded the motion; the motion passed unanimously.

Chair Elliott left the meeting at 7:46 p.m.; Vice Chair Miller led the remainder of the meeting.

- B. Sunshine Mill – Approval of Fifth Amendment to Installment Loan and Third Amendment to Land Sale Contract and Status Report on Installment Loan Negotiations

City Attorney Parker presented the Staff Report.

Long-Curtiss stated her motion was only for 90 days to work out the details; she did not specify what those details would be. She did not specify paid in full or specify paid by a certain date.

Kramer required clarification on the interest only payments. The response was that interest only payments are applied to the installment agreement.

Miller asked if there were interest payments on the land contract and if the payments were being made. Parker replied both payments were being paid.

Long-Curtiss stated they have been making the interest payment of \$1,531.25 and had just finished paying another loan off at \$10,000 per month. Long-Curtis stated her motion was that they pay \$10,000 a month plus what they had already been paying on the initial payment.

Parker asked if the Board wanted the language changed to reflect a total payment of \$11,531.25 or if the language was acceptable. Baker suggested the language say, "and continue the interest payment," and strike the word "only." Parker agreed to the revision.

Kramer motioned to approve the Fifth Amendment for the loan agreement for Sunshine Mill property as corrected. Raleigh seconded the motion; the motion passed 6-2, Fredrick opposed, Schwartz abstained, Elliott absent.

Long-Curtiss motioned to approve the Third Amendment for Land Sale Contract for Sunshine Mill property. Coburn seconded the motion; the motion passed 6-2, Fredrick opposed, Schwartz abstained, Elliott absent.

Manager Harris provided a Sunshine Mill update. He stated staff met internally to discuss the two outstanding debts. The committee consists of Chair Elliott, Board Member Long-Curtiss, Urban Renewal Manager Harris, City Attorney Parker and Finance Director Wilson. Representatives of Sunshine Mill presented a working proposal and suggestions on the installment loan as well as the land sale agreement.

Long-Curtiss stated Sunshine Mill met with US Bank, Key Bank, Washington Federal and Mid-Columbia Economic Development; all institutions had for various reasons declined a loan. Documentation of those efforts is available. Mill representatives were still working with Columbia State Bank, Community Bank and Rick Leibowitz of the Small Business Development Center. They are looking at the Business Oregon Loan Guarantee which would work with community banks and could guarantee up to 75 percent.

## IX. DISCUSSION

### A. Mill Creek Trail Status

Manager Harris presented the Staff Report.

Bruce Lumper, Vice Chair, Riverfront Trail Board, provided an update on the proposed Mill Creek Greenway Linear Park and Trail.

In response to Miller's inquiry, Lumper replied the trail would be paved and approximately eight feet wide with right-of-way for pedestrian and bicycle traffic. Amenities such as lighting and signage would be included.

Miller stated her concerns for the potential of crime in portions of the trail with concentrations of trees and brush. Baker stated at this time the trail provides an attractive nuisance. Baker is in favor of pruning trees and shrubs to attract traffic and reduce the potential for camping or misconduct. Schwartz asked if Riverfront Trail had problems. Baker replied they were not experiencing problems in areas of major daily use. The natural area that is closed until June 15 experiences problems with camping.

Schwartz stated this project would fit within the Blue Zones project. Lumper stated his hope was that the trail would encourage connectivity.

#### B. Discussion on Urban Renewal Goals and Urban Renewal Plan Projects

Board consensus was that discussion of Urban Renewal goals and plan projects be part of a workshop. Harris replied a meeting would be scheduled.

#### X. ACTION ITEM

- A. Façade Improvement Grant Application – Hewitt Hillis/Hillis Hew Enterprises, LLC, Lemke Building, 110 E Second Street

Manager Harris presented the Staff Report.

Kramer motioned to approve the application with the condition that documentation of matching funds be provided. Long-Curtiss seconded the motion; the motion passed 8-0, Elliott absent.

#### XI. STAFF COMMENTS

The next meeting is scheduled for July 18, 2017.

#### XII. BOARD MEMBERS COMMENTS OR QUESTIONS

Kramer questioned the time frame for negotiations with Sunshine Mill. Long-Curtiss replied they are waiting for a response from the final two community banks. She acknowledged the Board wanted a lump sum, but if that was not possible, asked if there was further direction from the Board.

Kramer said the loan should be repaid in full, but if concessions were necessary, the Board should look at those options. Kramer said the economics provided by Sunshine Mill should be taken into consideration. He further stated that he does not want the building back, nor does he want to lose the jobs provided by Sunshine Mill. He said the Board needed to be creative with negotiations while moving forward, and also ensure those negotiations benefit the citizens of this community.

Board Member Schwartz asked if the Board had set goals and objectives. Board consensus was that goals and objectives should be reviewed. Baker stated it was helpful to him to go through the Urban Renewal Plan. It would be beneficial to take each application and view it against a cohesive plan.



Baker asked if Consultant Elaine Howard agreed to provide a fee structure for her projects in Coos Bay, Madras, and Pendleton. Harris replied she would provide that information.

Baker stated he would be more comfortable with restructuring the loan if the language stated "restructuring is made contingent upon" with language saying the jobs would remain. Raleigh agreed with Baker. He further stated he felt there was no ownership on the tenant's part.

Rick Leibowitz  
Small Business Development Center  
400 E. Scenic Drive  
The Dalles, Oregon 97058

Leibowitz stated a loan approval from the banks would not be forthcoming while two loans are tied together against the property. A building improvement loan would be very difficult to obtain without title to the property.

XIII. ADJOURNMENT

Miller adjourned the meeting at 7:40 p.m.

Respectfully Submitted  
Paula Webb, Planning Secretary

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Taner Elliott, Chair



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CITY OF THE DALLES

**AGENDA STAFF REPORT**  
**AGENDA LOCATION:**

**DATE:** July 18, 2017  
**TO:** Urban Renewal Agency Board  
**FROM:** Steven K. Harris, AICP  
Urban Renewal Manager  
**ISSUE:** **Agency Board Motion Clarification - Sunshine Mill (Discover Development, LLC) - May 3, 2017**

**BACKGROUND**

Staff is requesting clarification of the Board's action on the Sunshine Mill (Discover Development, LLC) installment loan matter which was before the Board at the meeting of May 3, 2017.

In reviewing the audio recording of the May 3<sup>rd</sup> meeting with that of the written minutes which were approved by the Board at their June 20<sup>th</sup> meeting, there appears to be an inconsistency in the Board's direction pertaining to the restructuring/repayment of the installment loan.

A verbatim transcript of the Board's May 3<sup>rd</sup> motions is as follows:

*Long-Curtiss moved to direct Staff to prepare a Fifth Amendment to the Loan Payment Agreement to defer any action to declare the loan to be in default, subject to the following provisions:*

- 1. Borrower shall make monthly payments of \$10,000.00 and interest only payments of \$1,531.25 beginning on May 15, 2017, and continuing with similar payments on June 15<sup>th</sup> and July 15<sup>th</sup>.*
- 2. During this period, Borrower will meet with designated representatives of the Agency to explore options for restructuring of the loan, with the goal of repayment of the loan in full.*



*Raleigh seconded the motion. The motion passed 5-3; Fredrick, Miller and Kramer opposed, Willer absent.*

At the June 20<sup>th</sup> meeting, during the Board's discussion on the proposed amendments to the Sunshine Mill's installment loan and land sale contract, and the status of the loan negotiations, Board Member Long-Curtiss sought to clarify her motion of May 3<sup>rd</sup> pertaining to the restructuring of the installment loan. The draft meeting minutes reflect the following:

*Long-Curtiss stated her motion was only for 90 days to work out the details; she did not specify what those details would be. She did not specify paid in full or specify paid by a certain date.*

*Kramer motioned to approve the Fifth Amendment for the loan agreement for Sunshine Mill property as corrected. Raleigh seconded the motion; the motion passed 6-2 Fredrick opposed, Schwartz abstained, Elliott absent.*

#### **STAFF RECOMMENDATION**

Staff recommends that the Board review the minutes as prepared and provide staff with direction as appropriate.

#### **Attachments**

- May 3, 2017 Agency Board Meeting Minutes (approved)
- June 20, 2017 Agency Board Meeting Minutes (draft)



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**CITY OF THE DALLES**

**MINUTES**  
**COLUMBIA GATEWAY URBAN RENEWAL AGENCY**  
**SPECIAL MEETING**

Meeting Conducted in a Room in Compliance with ADA Standards

**Tuesday, May 3, 2017**

5:30 pm

City Hall Council Chambers

313 Court Street

The Dalles, Oregon

**I. CALL TO ORDER**

Chair Elliott called the meeting to order at 5:30 p.m.

**II. ROLL CALL**

Present: Scott Baker, Staci Coburn, Taner Elliott, John Fredrick, Steve Kramer, Darcy Long-Curtiss (arrived at 5:34 p.m.), Linda Miller, and Chuck Raleigh  
Absent: John Willer  
Staff Present: Urban Renewal Manager and Planning Director Steve Harris, City Attorney Gene Parker and Finance Director Angie Wilson

**III. PLEDGE OF ALLEGIANCE**

Chair Elliott led the Pledge of Allegiance.

**IV. APPROVAL OF AGENDA**

Board Member Kramer made a motion to approve the agenda. Vice Chair Miller seconded the motion; the motion passed unanimously.

**V. ACTION ITEM**

- A. Discussion and consideration of action pertaining to Sunshine Mill's Urban Renewal Loan due May 15, 2017 and Land Sale Contract due May 15, 2018

Director Harris stated the owner/operator of Sunshine Mill requested reconsideration of two items currently with the agency: an outstanding loan intended for improvements at the Sunshine Mill, and the Land Sale Contract for the property itself.

Harris invited the applicant to present first; following that presentation, the Staff Report would be reviewed.

James Martin, Sunshine Mill, 901 E Second Street, The Dalles, Oregon 97058

Mr. Martin presented two videos and summarized the history of the Sunshine Mill and Copa Di Vino. Martin stated that Copa Di Vino and the Sunshine Mill were separate entities; Copa Di Vino leased the site from the Sunshine Mill. Martin also

presented a plan to install the winery in the center silos of the Sunshine Mill with hotel rooms in the surrounding silos.

Martin stated that the Sunshine Mill is not an ideal space to produce wine, yet Martin wanted to keep the business in The Dalles and provide local jobs. Costs to produce wine in The Dalles are higher due to distance from established winery distribution centers.

Harris acknowledged the role of Urban Renewal to provide funds for businesses to grow, yet stated that without repayment of the loans future applications would be significantly impacted.

Harris presented the Agenda Staff Report dated May 3, 2017. Harris stated that no supporting documentation was provided for the requested restructuring of payment.

Finance Director Wilson reviewed the financial implications of the loan forgiveness. Wilson said the \$350,000 will reduce the beginning fund balance, revenue budgeted for principal, and the ability to fund grants. Harris said the financial implications of either option are so significant, adoption of a new Agency FY2017-18 would be required.

Harris concluded his presentation with Staff recommendations and a request for direction from the Board.

Chair Elliott stated that the Sunshine Mill has been a great anchor tenant on the east end of town. Elliott stated that the Agency must practice their due diligence and make debt service payments. He shared his frustration with the late proposal submission, stating a 90 day notice would be more appropriate.

Board Member Raleigh asked what action had been taken to secure a commercial loan.

Martin stated they had not pursued a "hard money" loan, only conventional loans. Martin replied that the value of the property is based on the 130-year-old warehouse where most of the rent activity occurs. The building's insurability is limited due to the architecture and roof.

Martin requested a liaison arrangement with Board Members Taner Elliott and Darcy Long-Curtiss.

Martin stated the company had spent the past year trying to recover from a supplier's inability to provide product.

Board Member Baker asked if Mr. Martin could produce documents showing he had applied for a commercial loan and was denied. Martin replied he never officially got to that point; he was told he would be unable to finance the property.

Raleigh stated he would like to see options produced to pay off the loan.

Martin replied that Urban Renewal grants available now, e.g., façade and fire suppression grants, were not available at the time of his agreement. He stated the current availability of those grants were part of the potential justification for forgiveness of the loan. Martin said he was willing to invest \$150,000 in architecture and engineering studies toward a future hotel concept on the property to enhance the possibility of loan forgiveness.

Kramer asked if the silos were safe and worth the investment of architecture and engineering funds. Martin replied they are structured like honeycomb, built to hold 3.5 million pounds of wheat. Initial architecture and engineering reports were begun, but an additional \$150,000 is needed to get to construction plans and determine the actual cost of completion.

Board Member Fredrick asked if this project was ever properly vetted by Urban Renewal. Fredrick stated in Martin's presentation, Martin said that the flour mill was not conducive to his business. Martin clarified that although the warehouse was not conducive to producing wine in a cup, there were benefits to the business. Those benefits include the community, his employees, and the tasting room. Martin said the tasting room is breaking even, but additional scale is needed to go forward.

Miller referred to the project phases Martin referenced in his presentation. Miller asked Martin if he took care of his financial responsibility for each phase. Martin responded, "Absolutely."

Fredrick asked Martin if he had a business plan. Martin responded, "Absolutely." Fredrick asked why the Sunshine Mill business plan was not included in the information provided. Martin replied that Sunshine Mill is a landlord renting to a tenant. In the beginning, the tenant had no ability to grow the business without capital improvements. Martin stated because capital improvements were made, the agreement was that rent would be forgiven until 2013. At a later date, the City requested that the agreement be changed to a loan. Martin agreed, but then had difficulty making payments. Martin further stated he is running an eight million dollar business; cash flow is updated weekly, a business plan updated monthly, and a national sales plan updated quarterly. Martin said he is aware of what it takes to run a business, yet after paying \$250,000 over two years and helping a business overcome a 90-day period when the supplier could not provide product, he could not continue rent payments on a regular basis.

Fredrick stated his concern that multiple extensions were provided, yet another request was being made. Martin replied it was a perception created around the idea that it was extension after extension; there has been one extension for each loan.

Martin said they were told they could rent the property until 2019 and develop it over time; that all changed in 2013.

Fredrick referred to four Amendments made from September 19, 2010 through May 25, 2016. Martin replied the Second Amendment was to give the City further time for review, not because Martin needed an additional 90 days.

Elliott asked City Attorney Parker to confirm Martin's statement. Parker requested a moment to review the Amendment.

Martin stated there was a request for a financial review by the City, and the City needed 90 days for the process.

Fredrick asked Parker if the Second Amendment was at the request of the City. Parker replied the provision states the recommendation was to extend the balloon payment subject to the condition that the borrower be responsible for payment of the financial review. In effect, it was at the Agency's request.

Long-Curtiss stated the real purpose of Urban Renewal is to create jobs, promote economic development and correct blight. Long-Curtiss said this was an RFP put out by the City, not

something the Martin's brought to us. She further stated the Martins stepped up and did something great for our community.

Long-Curtiss stated she would prefer some mutual way to restructure the loan, then have the tenant return and go through the regular Urban Renewal process for future development. Long-Curtiss asked if there was a possibility of a lump sum or payments. Martin replied he would like to continue making monthly payments through the end of the year, and in the meantime would look for a hard loan.

Miller asked Martin if Copa Di Vino was the tenant, and if Copa Di Vino was comprised of investors. Martin replied yes to both questions. Miller then asked to what percentage the Martins were invested in the company. Martin replied they were the controlling voting shares of the company, yet less than half the ownership.

Elliott asked Martin if he could make a lump sum payment of \$100,000 on the 15th and continue to make the monthly payments while providing the Board opportunity to renegotiate the land sale. Martin replied the tenant does not have excess capital to invest in the reduction in principal. He further stated the principal has been reduced by 40 percent in the past two years.

Martin proposed he go ahead with the architecture and engineering because the economy is ripe for them to move the project forward. Since the winery's recovery, they have the ability to look at recapitalization of all assets into one entity. This would provide them the ability to look at a take out loan for development of the project in the next phase.

Elliott asked for the source of funds for architecture and engineering. Martin stated \$150,000 is for architecture and engineering. Option B shows the current payments made for debt servicing would instead be made toward architecture.

Elliott stated he would like to see more documentation on the take out phase that would show a guarantee on the Board's end. Kramer stated that along with the \$150,000, an additional \$180,000 was listed for maintenance and improvements. Martin clarified the \$180,000 was budgeted over a span of five years.

Kramer stated both options ask for loan forgiveness; he would vote no on both options. He further stated this was not the appropriate place to renegotiate a deal.

Long-Curtiss said she would like to move forward with Staff Recommendation A, in order to deal with this month's payment.

Elliott said he felt comfortable directing Staff to try to renegotiate terms, a 90 day extension with continuation of \$10,000 monthly payments.

Baker asked Martin how the tenant would be affected, should Martin keep his agreement. Baker said Martin alluded to an ultimatum: if the agreement was kept, the tenant would leave and jobs would go away. Baker asked if the loan was forgiven and the tenant moved out in a year, what would happen to the agreement. If the property was put on the market and sold, does the tenant keep the \$350,000 from Urban Renewal? Baker said it seemed Urban Renewal would be contributing to the equity of that building and its future sale. Baker hoped to see in writing that if Urban Renewal made this investment, the tenant would agree to a long term lease to retain these jobs for a number of years. The two options presented by Martin were so similar, there was no middle ground. Baker wanted to see where the Board stood on that topic.

Fredrick made a motion to adopt Staff Recommendation 2: decline the Borrower's proposed repayment options and maintain the previously agreed upon repayment schedules for the loan agreement and land sale contract. Kramer seconded the motion.

Elliott invited further discussion. Kramer replied that declining Martin's request would allow the Board to move forward with other conversations. He further stated that to move forward, the Board would have to accept one of the Staff recommendations and then produce the Board's own recommendation. He felt more time was necessary to secure additional information from Martin.

Long-Curtiss reminded the Board they did not have to accept a Staff recommendation. Long-Curtiss was in favor of Elliott's suggestion, to continue the monthly payments and set a timeline for renegotiation. She was not in favor of the proposal on the table.

Martin said the net effect for his businesses would be that his lenders would say Martin was not meeting his obligations; with that, notes from his lenders would be called due.

Chair Elliott called for a vote. The motion passed 7-1; Long-Curtiss opposed, Willer absent.

Elliott asked the Board to direct Staff on how to proceed. Fredrick stated the money should be repaid in a timely manner; taxpayers should not be funding private business.

Kramer stated this is a new Board that needs to look at the way we operate Urban Renewal. The Board has to take a look at the way we move forward in the future to remove blight. The City needs infrastructure: roads, sewer and water. We need those pieces that attract businesses to the community. He further stated we need to move forward on this loan repayment.

Elliott directed Staff to further negotiations. Board Member Coburn stated her appreciation for the suggested liaison with Board Members and Martin. Elliott and Long-Curtiss accepted the liaison position.

It was noted that the Board voted to call the loan, but had not voted for further negotiation.

Elliott clarified the issue, stating the payment was due on May 15<sup>th</sup>, but the next meeting was scheduled for May 16<sup>th</sup>. He noted a directive was needed tonight to further the discussion. Baker noted Mr. Martin said a 90 day extension would not help him make the loan payment.

Fredrick expressed a need for a work session by the Board to discuss how the Board will proceed in the future. Elliott inquired about scheduling a special meeting prior to the loan due date. Harris replied a special meeting was possible, dependent on Board Member's commitments. Harris further stated that it was not clear what specific topic would be on that agenda.

Miller stated she did not want to see a \$350,000 debt forgiven. Martin replied that he was not provided with the same opportunities (grants and property) provided to subsequent applicants. Martin said this contribution would help restore the partnership and they would continue to make investments to see the project go forward. He said, "Don't fool yourselves that when an entity closes on a debt that it doesn't all move to lawyers. It will, it goes straight to court."



Long-Curtiss made a motion that instead of calling the loan due on May 15<sup>th</sup>, we accept up to three months of \$10,000 payments while the loan is renegotiated. Raleigh seconded the motion.

Baker stated Long-Curtiss proposed only restructuring the loan. Baker said Martin had hinted at foreclosure and lawyers, saying that a 90 day extension was not helpful. Baker asked Martin if loan restructuring was feasible for him.

Martin replied that he asked for a year to go through the commercial loan process. If the loan is not available, Martin has the ability to negotiate with the City to sell the property. Maybe the property would go to someone else, and the tenant would be happy to rent from the new landlord.

Long-Curtiss clarified she was proposing the 90 days so that Martin is not in default and that adequate time is available to find a solution. Coburn agreed. Baker stated the solution should include complete repayment of \$350,000.

Harris requested clarification that the Board was speaking only of the \$350,000 loan payment due May 15, 2017, and not the land sale contract balance due May 15, 2018. Long-Curtiss said that was correct.

Attorney Parker stated the motion would have to rewrite the Third Amendment to exclude default proceedings. Long-Curtiss requested the language. Parker suggested a brief recess to prepare the amendment.

Elliott called a recess at 7:47 p.m. The meeting reconvened at 7:55 p.m.

Elliott asked if the 15 days prior to default could be used to renegotiate, thus avoiding a new amendment. Parker replied it would be a possible opportunity for renegotiation, but emphasized that was a short amount of time to agree on a solution. Parker stated a new amendment to change the language would provide flexibility.


Long-Curtiss moved to direct Staff to prepare a Fifth Amendment to the Loan Payment Agreement to defer any action to declare the loan to be in default, subject to the following provisions:

1. Borrower shall make monthly payments of \$10,000.00 and interest only payments of \$1,531.25 beginning on May 15, 2017, and continuing with similar payments on June 15<sup>th</sup> and July 15<sup>th</sup>.
2. During this period, Borrower will meet with designated representatives of the Agency to explore options for restructuring of the loan, with the goal of repayment of the loan in full.

Raleigh seconded the motion. The motion passed 5-3; Fredrick, Miller and Kramer opposed, Willer absent.

VI. ADJOURNMENT  
Elliott adjourned the meeting at 8:00 p.m.

Respectfully Submitted  
Paula Webb, Planning Secretary



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Taner Elliott, Chair



IMPROVING OUR COMMUNITY

**COLUMBIA GATEWAY URBAN RENEWAL AGENCY**  
**CITY OF THE DALLES**

**AGENDA STAFF REPORT**  
**AGENDA LOCATION:**

**DATE:** July 18, 2017  
**TO:** Urban Renewal Agency Board  
**FROM:** Steven K. Harris, AICP  
Urban Renewal Manager  
**ISSUE:** **Workshop Discussion on Various Agency Matters**

**BACKGROUND**

The purpose of the workshop is to hold informal discussions with Agency Board Members and staff on a number of topics concerning the Urban Renewal Agency and Urban Renewal Plan, including the Agency's mission statement; goals and objectives; and status of the specific projects and activities identified in Section 601 of the Plan. Board Members have also expressed an interest in adopting bylaws (examples provided); the Series 2009 Bond issue; and exploring the need for a downtown vision or strategic plan to guide Agency investments in public and private development opportunities.

**DISCUSSION**

**Urban Renewal Plan**

The Columbia Gateway/Downtown Plan originally adopted in 1990, has been amended over the years with both minor and substantial amendments, the last being in 2015 with a minor amendment. Staff recommends that the Board consider amending the Plan again to take into account the reformatted Board membership, and any other potential changes the Board may consider.

The Plan's Mission Statement of "eliminating blight and depreciating property values within the Agency's jurisdiction and in the process, attracts aesthetically pleasing, job producing private investments that will stabilize or increase property values and protects the area's historic places and values," is accomplished through a number of specific goals and objectives that are found in Section 401 of the Urban Renewal Plan.

Several Board Members have expressed the desire to revisit the goals and objectives found in Section 401 of the adopted Urban Renewal Plan, as well as the need to ensure that the Plan's identified projects and activities are still relevant. The possible need for an overall vision or strategic plan for the downtown area has also been raised by the Board.

#### Urban Renewal Plan Projects - Status

1. Downtown Streetscape Improvements
  - 1<sup>st</sup> Street – design plan and construction documents (80%) prepared for segment from Union St to Laughlin St. Project on hold awaiting Board and City Council action.
  - 2<sup>nd</sup> Street – street improvements installed
  - 3<sup>rd</sup> Street – concept plan prepared, survey work completed. Project on hold awaiting funding decision.
  - 4<sup>th</sup> Street – no progress
2. Downtown/Riverfront Access
  - Union Street undercrossing completed, Riverfront trail segment completed, commercial marine dock completed, Washington Street undercrossing and plaza project components eliminated by City Council. Current ODOT funding commitment expires June 2018.
3. Grain Elevator Demolition
  - Project completed
4. Commodore Building Redevelopment
  - Project completed
5. Penney's Block Development
  - Store closing, property for sale
6. Downtown Parking Structure and Surface Lots
  - Downtown parking management report presented to City Council.
7. Civic Auditorium Remodel and Reconstruction
  - Work underway
8. Mill Creek Bridge Reconstruction (W. 6<sup>th</sup> St.)
  - Project completed. Project scope revised due to historic structure limitations
9. Mill Creek Greenway Property Development
  - Conceptual trail alignment prepared, one-half of engineering costs (\$94,500) included in FY2017-18 URA budget, awaiting resolution of annual maintenance costs.
10. Gateway Project – W. 2<sup>nd</sup> St. from Lincoln St to Western Boundary of Urban Renewal – Street Improvements and Skateboard Park
  - Conceptual improvement plans prepared, skateboard park completed
11. Redevelopment of Armory Property/Public Works Site
  - Property sold, Griffith Motors occupies site, Public Works offices relocated
12. Thompson Park Sidewalk
  - Project completed
13. Property Rehabilitation Grant and Loan Fund Program

- Ongoing \$200,000 budgeted for FY2017-18
14. Redevelopment of Wasco Warehouse and Milling Company Property
    - Agency purchased property, entered into purchase/sales and property improvement loan agreements with Discover Development, LLC (dba Sunshine Mill).
  15. East Gateway/Brewery Grade Street Reconstruction
    - Project completed.
  16. 3<sup>rd</sup> Place Improvements
    - Paving and ADA ramps completed
  17. Redevelopment of Properties Located Within the Block Bordered by Washington and Court Streets, and 1<sup>st</sup> and 2<sup>nd</sup> Streets
    - Granada Theatre acquired by Agency and sold to private party for renovation. Agency also acquired Recreation and Blue Buildings for private reuse or redevelopment.
  18. Thompson Pool Project
    - Project completed.
  19. Redevelopment of Elks Lodge Building
    - Agency acquired property and sold to private party for renovation and reuse.

#### Agency Board Bylaws

Board Members have inquired into the necessity for adopting bylaws. Although not required by Oregon law, a number of urban renewal agencies have adopted bylaws for their boards. Attached is an excerpt from the *Best Practices for Urban Renewal Agencies in Oregon*, suggesting the contents for agency bylaws, also attached are examples of adopted bylaws from Florence and Hood River. City Council Ordinance No. 16-1346, establishing the make-up of the new Agency Board could be used as a template for bylaws if the Board so chooses (see attached).

#### Series 2009 Bonds

The City issued \$12,100,000 in 2009 Full Faith and Credit Obligations in October of 2009. \$10,205,000 of the bonds was for the benefit of the Urban Renewal Agency and is being repaid from tax increment revenues with interest rates ranging from 2% to 5%. \$2,400,000 was used to refund the remaining principal on the 2002 bonds, leaving \$7,805,000 in new money to be used for the required reserve for debt service and new projects.

The various maturities and interest rates are shown on the attached table. Also as noted on the attachment, the obligations maturing in years 2010 to 2019 are not subject to prepayment prior to maturity. The Agency does have the option of prepaying the bond beginning June 2019. The City and previous Agency Board set a goal of repaying the bond in full by June 2025, four years ahead of schedule. Beginning in 2021 however, revenue projections fall below the level necessary to fulfill this goal. When projected revenues, together with the added \$640,650 prepayment obligation, are taken into account the debt ratio falls below the level required as a condition on the

2009 bond issue. See attached *Report to Fire District*, dated December 1, 2016. Staff will continue to monitor Agency revenues as a part of the budget process.

Elaine Howard Consulting, LLC

At the June 20<sup>th</sup> Board meeting, consultant Ms. Elaine Howard gave a presentation on examples of activities undertaken by urban renewal agencies throughout the state. At the conclusion of her presentation Board Member Baker requested the Ms. Howard provide examples of proposals for plan updates/assessments that she has prepared. Ms. Howard has provided examples of proposals for three agencies (Pendleton, Madras and Coos County). Each represents a varying degree of update/assessment to an adopted urban renewal plan. Please see attachments.

**STAFF RECOMMENDATIONS**

Discuss the various topics and provide staff with direction as appropriate.

**Attachments**

- City Council Agenda Report and Ordinance No. 16-1346 (dated 9/12/16)
- Examples of Urban Renewal Agency Bylaws
- URA memorandum re indebtedness and revenues (12/22/16)
- URA financial obligations memorandums
- Email and attachments from Elaine Howard Consulting, LLC (dated 6/23/17)





## AGENDA STAFF REPORT

**AGENDA LOCATION:** Public Hearing Item #11-A

**MEETING DATE:** September 12, 2016

**TO:** Mayor and City Council

**FROM:** Gene Parker, City Attorney

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

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

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

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

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

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

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

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

**BUDGET IMPLICATIONS:** None.

**BOARD ALTERNATIVES:**

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

**GENERAL ORDINANCE NO. 16-1346**

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

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

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

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

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

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

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

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

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

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

Section 6. Terms.

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

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

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

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

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

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

**PASSED AND ADOPTED THIS 12TH DAY OF SEPTEMBER, 2016**

Voting Yes, Councilor: \_\_\_\_\_  
Voting No, Councilor: \_\_\_\_\_  
Absent, Councilor: \_\_\_\_\_  
Abstaining, Councilor: \_\_\_\_\_

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

\_\_\_\_\_  
Stephen E. Lawrence, Mayor

Attest:

\_\_\_\_\_  
Izetta Grossman, City Clerk

Actions that require concurrence include:

- Establishing an urban renewal plan with maximum indebtedness exceeding the limits established in ORS 457.470.
- Computing the division of taxes for an urban renewal area that exceeds the limits imposed by “revenue sharing” legislation described in ORS 457.470(2) and ORS 457.470 (4).
- Amending an urban renewal plan to increase maximum indebtedness beyond the limits established in ORS 457.420(3) and ORS 457.470(5).

## Appendix B: Suggested Bylaw Contents for Urban Renewal Agencies

### General Information

- Official name of the organization
- Primary office location
- Agency’s purpose(s)
- Procedures for amending the bylaws

### Governing Board Information

- General powers of the governing board
- Number of board members
  - o Members’ backgrounds (e.g., real estate, development, finance, two outside directors, etc.)
- Terms and term limits of members
- Nomination and election of members
- Resignation of members
- Removal of a member (e.g., with or without notice, failure to attend three consecutive meetings, etc.)
- Process for filling vacancies
- Notice required for board of members’ meetings



- Frequency of meetings and meeting procedures (e.g., four per year)
- Quorum requirements
- Descriptions and powers of standing committees (if any)
- Meeting procedures (e.g., actions without a meeting, meeting by telephone, etc.)
- Action taken without a meeting (e.g., consent in writing to waive a meeting, vote, etc.)

## Officers

- Qualifications for holding office
- Duties of officers (e.g., chair, vice-chair, secretary, and treasurer)
- Process for selecting or appointing officers
- Terms and term limits (if any)
- Provision for a executive director (if not an officer)
- Circumstances under which officers may be removed

### Fiscal Matters

- Audit (only needed if different from the statutory requirement)
- Indemnification and insurance
- Purchasing (contracting)
  - o Should be consistent with municipal organization
- Investments (only needed if different from the jurisdiction entity or statutory requirements)

**Special Note:** It is not necessary for an organization's bylaws to specify rules of order. However, if they do specify rules of order (e.g., Robert's Rules of Order), then the organization should be very careful to follow those procedures. Any action taken by the board that does not follow those rules of order may be vulnerable if challenged.

**URBAN RENEWAL AGENCY RESOLUTION NO. 1, Series 2006**

**RESOLUTION OF THE FLORENCE DOWNTOWN URBAN RENEWAL  
AGENCY**

**APPROVING AND ADOPTING AGENCY BY-LAWS**

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

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

NOW, THEREFORE, THE FLORENCE DOWNTOWN URBAN RENEWAL AGENCY DOES RESOLVE AS FOLLOWS:

**ARTICLE I – AUTHORITY**

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

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

Section 3. Powers and Duties of the Agency: The powers and duties of FDURA shall be as provided by Chapter 457 of the Oregon Revised Statutes and the Florence City Charter and as authorized by the Florence City Council in accordance with Ordinance No. 4, Series 2006, adopted by the Florence City Council on June 14<sup>th</sup>, 2006.

**ARTICLE II – BOARD MEMBERS**

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

- A. One shall be the Mayor of Florence.
- B. Two shall be City Councilors of the City of Florence.
- C. One shall be nominated by the Lane County Board of Commissioners.
- D. Five shall be citizens at large. Special consideration shall be given to the potential appointment of elected members of the governing bodies of the Western Lane Ambulance District, the Port of Siuslaw and/or the Siuslaw Library District.

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

### ARTICLE III – OFFICERS AND PERSONNEL

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

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

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

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

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

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

Section 7. Personnel: The board shall appoint an administrator for an indefinite term by a majority vote of the board members. The administrator shall keep the records of FDURA, record all votes, keep a record of the proceedings of FDURA, and perform all duties incident to the office and other duties and functions as may from time to time be required by FDURA, its by-laws or rules and regulations of FDURA.

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

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

#### ARTICLE IV – MEETINGS

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

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

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

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

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

- (a) Call the roll
- (b) Additions to the Agenda
- (c) Discussion and/or Action items
- (d) Public Comment
- (e) Agenda Additions
- (f) Adjourn

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

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

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

#### ARTICLE V – PROCEDURES

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

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

#### ARTICLE VI – FINANCIAL

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

Section 2. Budget: Budget procedures shall be in compliance with state budget laws. The committee which reviews the budget of FDURA shall consist of the board members of FDURA.

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

## ARTICLE VII – AMENDMENTS

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

END OF BY LAWS



**URBAN RENEWAL AGENCY RESOLUTION NO. 2012- 17  
(A RESOLUTION OF THE BOARD OF THE HOOD RIVER URBAN RENEWAL  
AGENCY APPROVING AMENDED BY-LAWS)**

WHEREAS, the Hood River Urban Renewal Agency (Agency) is an agency of the City of Hood River, Oregon (City), pursuant to ORS Chapter 457.

WHEREAS, initially, the City established the Agency by ordinance with a seven member board, consisting of three members of the City Council, two Port of Hood River Commissioners, one member of the City Planning Commission, and one member from the public at large, consistent with ORS 457.035.

WHEREAS, effective May 9, 2012 via Ordinance No. 2003, the City Council transferred the authority to exercise the powers of the Agency to a board consisting of all seven members of the City Council and two members of the Hood River Port Commission, consistent with ORS 457.055.

WHEREAS, the newly composed Agency Board wishes to adopt revised by-laws to govern the conduct of the Agency Board;

NOW, THEREFORE, THE BOARD OF THE HOOD RIVER URBAN RENEWAL AGENCY RESOLVES THAT ITS BY-LAWS ARE AMENDED TO READ AS FOLLOWS:

**ARTICLE I – PRINCIPAL OFFICE AND AUTHORITY**

Section 1. Office: The principal office of the Agency shall be the City Hall of the City of Hood River, Oregon, or such other location within the City as the Agency hereafter designates.

Section 2. Powers and Duties of the Agency: The powers and duties of the Agency shall be as provided in ORS Chapter 457, Ordinance No. 1601 adopted by the Hood River City Council on July 6, 1988 as amended by Ordinance No. 1646 adopted by the Hood River City Council on August 26, 1991, Ordinance No. 1707 adopted by the Hood River City Council on July 19, 1994, and Ordinance No. 2003 adopted by the Hood River City Council on May 9, 2012.

**ARTICLE II – BOARD MEMBERS**

Section 1. Terms: Per Ordinance No. 2003, seven Board members are the then current members of the City Council, each serving terms concurrent with their terms as City Council Members. The two Board members who are active Commissioners of the Port of Hood River, appointed by the Port of Hood River and subject to approval by the City Council, each serve two year terms.

Section 2. Existing Enactments: Consistent with Ordinance No. 2003, all resolutions and other enactments of the Board of the Agency in effect prior to passage of Ordinance No. 2003 remain in effect except to the extent that those provisions conflict with Ordinance No. 2003.

## ARTICLE III – OFFICERS AND PERSONNEL

Section 1. Officers: The officers of the Agency shall be chair and vice chair.

Section 2. Chair: The chair shall be elected by the Board members of the Agency and shall preside at all meetings of the Agency Board. The chair shall sign all contracts, deeds, and other instruments approved by the Agency Board. At each meeting, the chair shall submit such recommendations and information as the chair may consider proper concerning the business, affairs, and policies of the Agency.

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

Section 4. Additional Duties: The officers of the Agency shall perform such other duties and functions as may from time to time be approved by the Agency Board.

Section 5. Election or Appointment: The chair and vice chair shall be elected annually by the Board members at the first regular meeting of the Board in July of each year, and shall hold office for one year or until their successors are elected and qualified.

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

Section 7. Agency Administrator and Legal Counsel: The Board shall appoint an administrator and legal counsel, both of whom shall be appointed for an indefinite term, consistent with Article IV, Section 4 of these bylaws. The administrator shall keep the records of the Agency, record all votes, keep a record of the proceedings of the Agency, and perform all duties incident to the office and other duties and functions as may from time to time be approved by the Agency Board. Legal counsel shall be an independent contractor and shall not be considered an employee of the Agency or City. No Board member shall be eligible to become legal counsel to the Agency until at least one year after leaving office as a Board member.

Section 8. Other Positions/Personnel: The Board may create additional positions and appoint such personnel as it may from time to time find necessary or convenient to perform such duties and obligations at such compensation as may be established by the Board, which appointments shall continue at the pleasure of the Board or until resignation.

Section 9. Removal: The chair, vice chair, administrator and legal counsel may be removed at any time, consistent with Article IV, Section 4 of these bylaws.

## ARTICLE IV – MEETINGS

Section 1. Regular Meetings: Regular meetings shall be in accordance with the Oregon Public Meeting Law, ORS 192.610 et seq. All meetings shall be held in the Council Chambers in the City of Hood River, Oregon, or at such other place within the City and at such a time as determined by the Board, consistent with Section 4 of this article. A regular meeting may be adjourned to a time and date certain and no notice of such adjourned meeting need be given.

Section 2. Special Meetings: The chair may, when the chair deems it expedient, and shall, upon the written request of two Board members of the Agency, call a special meeting of the Agency to be held at the regular meeting place, unless another location within the City is specified in the call, for the purpose of transacting any business designated. Special meetings may also be held at any time by unanimous consent of all Board members of the Agency. Notice of special meetings shall be in accordance with ORS 192.640.

Section 3. Quorum: Five (5) Board members shall constitute a quorum for the purpose of conducting its business and exercising its powers. A majority of the Board members of the Agency present and voting shall be necessary to determine any questions before the Agency, unless otherwise specified by law, in these by-laws, or in a resolution of the Agency Board.

Section 4. Results of Voting/When Majority Vote of Full Board Required: The results of all votes and the vote of each Board member shall be recorded in the minutes. ORS 192.650(c). A majority vote of the full Board shall be required for approval of all contracts, removal of the Board chair, vice chair, Agency administrator or legal counsel, approval of revisions to these by-laws, and scheduling of regular meetings.

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

- (a) Agenda Additions or Corrections
- (b) Public Comment
- (c) Approval of Minutes from previous meetings
- (d) Discussions and/or Action items
- (e) Reports of Committees and Subcommittees
- (f) Items from Agency Board members
- (g) Adjourn

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

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

Section 8. Open Meetings: All meetings shall be open to the public, except that any portion of a meeting may be held in Executive Session, subject to compliance with ORS 192.660.

## ARTICLE V- PROCEDURES

Section 1. Standing or Special Committees: The chair is authorized to refer items to standing or special committees for recommendation and report. All committees shall be appointed by the

chair unless otherwise ordered by the Agency Board. The committee member first named shall act as chair thereof. Appointments to such committees need not be restricted to Board members of the Agency. Any committee authorized to make decisions for or recommendations to the Board is a “governing body” as defined in ORS 192.610(3) and hence subject to the Oregon Public Meeting Law.

Section 2. Authorization of Expenditures: All disbursements of Agency funds shall follow the regular disbursement procedures of the City. The signature of either the chair or vice chair shall be required on all checks. A listing of expenditures made since the last regular meeting shall be presented to the next regular meeting for review by the Board.

Section 3. Advisory Committee: The Agency Board shall, by resolution, appoint an Advisory Committee to advise the Board regarding issues concerning the implementation of the urban renewal plans. The Advisory Committee shall consist of seven (7) members: Six (6) of the members shall be from the public at large who are property owners in the City, or registered electors residing within the City for at least one year; One (1) member shall be a member of the City of Hood River Planning Commission and nominated by the Planning Commission. Initially, two (2) of the members shall serve for a term of two years; two (2) members shall serve a term of three (3) years; and two (2) members shall serve for a term of four years. The member from the Hood River City Planning Commission shall serve for a term of four years, provided that he or she remains a member of the planning commission. After the initial terms have expired, the members of the Advisory Committee will serve four-year staggered terms.

## ARTICLE VI – FINANCIAL

Section 1. Financial Reporting: The financial records of the Agency shall be maintained separately from the financial records of the City.

Section 2. Budget: Budget procedures shall be in compliance with state budget laws. The budget committee of the Agency shall consist of the Board members of the Agency plus eligible members from the Advisory Committee established pursuant to Article V, Section 3 of these bylaws. If there are vacancies on the budget committee, the Board may appoint citizen members from the City’s budget committee to fill any vacant positions.

Section 3. Audit: An annual audit of the fund or funds of the Agency shall be performed by the auditor of the City using the same procedures as are used for funds of the City and in accordance with state audit laws, at the Agency’s sole expense.

## ARTICLE VII – AMENDMENTS

Amendments to By-Laws: Subject to Article IV, Section 4, these by-laws may be amended only at a regular or special meeting of the Board for which notice of such proposed amendment is provided to Board members with at least ten (10) days’ written notice prior to the date of the meeting, which notice shall include the specific language of the proposed amendment.

PASSED AND ADOPTED this 24 day of May 2012.

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Hoby Streich, Chair

ATTEST:

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Jennifer Gray, City Recorder

**CITY OF THE DALLES**  
**MEMORANDUM**

December 22, 2016

To: Julie Krueger, City Manager  
Steve Harris, Planning Director / Urban Renewal Director

From: Kate Mast, Finance Director

Subject: **Maximum Urban Renewal Indebtedness and Property Tax Revenues - 2016**

The Columbia Gateway Urban Renewal Agency was formed in 1990.

During FY90/91 a bond was sold in the amount of \$2,400,000. The bond proceeds were held for several months and then returned, although interest had accrued and was owed. The Agency levied taxes in FY91/92 to pay that interest. No taxes were levied in FY 92/93 through FY95/96, although some prior year taxes from FY91/92 was received in each of those subsequent years.

The Agency began levying taxes, under the maximum allowed, in FY96/97 on the opinion of Counsel that the Agency had a continuing obligation to the City to pay for Urban Renewal qualified projects that the City was building. Counsel's opinion stated that those payments to the City constituted a continuing debt instrument.

The Urban Renewal Plan was amended in FY99/00, and at that time the maximum indebtedness of the plan was \$14,227,353. The tax increment financing process, pursuant to ORS 457.420 through 457.450, at that time, was to be terminated no later than June 30, 2015.

A new Urban Renewal Plan amendment went into effect on July 22, 2009, which increased the maximum indebtedness by \$14,898,230, for a total maximum of \$29,125,583. This plan amendment also increased the tax increment financing process timeline so that the new termination date is now June 30, 2029.

The table below shows the calculation of indebtedness issued subject to the maximum indebtedness and the remaining capacity:

<b><u>Detail</u></b>	
Maximum Indebtedness as of July 1, 1999	14,227,353
Less 2000 Bond, Principal	(3,500,000)
Less 2002 Bonds (\$4,555,000) - New Money	(1,273,818)
Plan Amendment Effective July 22, 2009 - Maximum Indebtedness	14,898,230
Less 2009 Loan/FFCO Bond (\$10,205,000) - New Money	(7,805,000)
Tax Revenue Used for Reimbursement/Admin - FY99/00 - FY15/16	(8,979,135)
Ending Fund Balances June 30, 2016	655,223
<b>Balance Indebtedness as of June 30, 2016</b>	<b>8,222,853</b>

The calculation of the current indebtedness is based on our understanding of bond counsel opinion that indebtedness subject to the maximum indebtedness figure consists of:

- *Principal payments on long term debt*
- *Principal payments on short term debt*
- *Annual property tax revenues used to reimburse project fund costs*

Since the Agency chooses to reduce indebtedness by the full amount of any bonds or other debt issued when that debt is issued, the principal and interest payments made annually on that debt do not affect indebtedness. This means that interest payments on debt are not subject to the maximum indebtedness and the principal amount of refunding of existing debt is not subject to the maximum indebtedness. Urban Renewal indebtedness is not revolving, and so is not increased by the repayment of debt already incurred.

The Urban Renewal Agency issued bonds in 2000 and 2002. The 2002 bonds refunded the remaining principal on the 2000 bonds and provided additional proceeds for project costs.

The par amount of the 2000 Bonds was \$3,500,000. The par amount of the 2002 bonds allocable to new money was \$1,273,818. (Total proceeds of \$4,555,000 were allocated based on the proportion of amounts used for refunding to the amounts deposited in project fund, so part of the reserve fund and issuance costs were also allocated between the refunding and the new money.)

The Urban Renewal Agency borrowed \$10,205,000 from the City of The Dalles in 2009 and used a portion of those funds to refund the remaining principal of \$2,400,000 on the 2002 bonds, leaving \$7,805,000 in new money to be used for the required reserve for debt service and new projects.

The Agency doesn't show any short term indebtedness ("du jour" bonds) on its budget documents. However, the Agency does show "Property Taxes – Current," "Property Taxes – Prior" and "Unsegregated Tax Interest" as revenues for the General Fund, that supports capital projects and administration of the agency. We assume this means those annual tax increment revenues (current, prior and unsegregated) were used to reimburse the costs of Urban Renewal administration, projects and programs, and as such are subject to the maximum indebtedness.

The table on the following page shows the tax revenues received and the calculations to determine the amount of additional debt added each fiscal year. The principal payments made from the tax revenues on debt have been subtracted from the total tax revenues received in each fiscal year, per the audited Comprehensive Annual Financial Reports (CAFR), because the original debt principal has already been shown as indebtedness. The interest payments have also been subtracted from the total because interest payments on debt are not subject to the maximum indebtedness. Finally, all of the taxes received in the Urban Renewal General/Capital Projects Fund (in column titled '*Annual Tax Increment Revenues Used to Reimburse Project Costs*'\* are subtracted based on the assumption, as stated above, that those funds were used to reimburse the costs of Urban Renewal administration, projects and programs, and as such are subject to maximum indebtedness.

History of Tax Increment Receipts and Calculation of Portion that Increases Indebtedness

Includes any prior year tax increment income and unsegregated tax interest.

<b>FISCAL YEAR</b>	<b>All Taxes Received</b>	<b>Less Debt Principal Payments</b>	<b>Less Debt Interest Payments</b>	<b>Annual Tax Increment Revenues Used to Reimburse Project Costs*</b>
FY 1991-1992	360,465			
FY 1992-1993	13,255			
FY 1993-1994	13,393			
FY 1994-1995	18,804			
FY 1995-1996	176			
FY 1996-1997	226,509			
FY 1997-1998	603,330			
FY 1998-1999	762,506			
Tax Increment Receipts Prior to July 1, 1999	1,998,438			
FY 1999-2000	621,362	-		621,362
FY 2000-2001	677,439	200,000	180,923	287,091
FY 2001-2002	735,039	210,000	185,493	403,971
FY 2002-2003	807,178	240,000	193,926	319,606
FY 2003-2004	913,121	295,000	169,335	459,116
FY 2004-2005	898,120	305,000	162,698	435,391
Tax Increment Receipts Prior to July 1, 2005	4,652,259	1,250,000	892,375	2,526,537
FY 2005-2006	916,164	310,000	154,615	445,660
FY 2006-2007	1,061,674	325,000	145,160	619,435
FY 2007-2008	1,110,521	335,000	134,110	660,411
FY 2008-2009	1,198,900	345,000	121,883	768,529
FY 2009-2010	1,254,084	2,585,000	316,384	461,124
FY 2010-2011	1,249,771	370,000	431,737	787,195
FY 2011-2012	1,218,409	380,000	424,338	421,386
FY 2012-2013	1,342,273	390,000	412,938	541,335
FY 2013-2014	1,320,993	400,000	401,238	536,426
FY 2014-2015	1,410,470	415,000	386,238	615,641
FY 2015-2016	1,398,202	430,000	373,788	595,456
Tax Increment Receipts Prior to July 1, 2016	12,083,259	6,285,000	3,302,429	6,452,598
Total Tax Increment Receipts from FY99/00 through FY15/16	16,735,518	7,535,000	4,194,803	<b>8,979,135</b>

\* All Taxes Received in the Urban Renewal General/Capital Projects Fund are assumed to have been used for project expenses and administration. Counsel’s opinion stated that those payments to the City constituted a continuing debt instrument - making all taxes collected in the General/Capital Projects Fund and assumed to be used for projects by the City or admin expenses are considered to reduce indebtedness.





## COLUMBIA GATEWAY URBAN RENEWAL AGENCY

## CITY OF THE DALLES

## Report to Fire District Urban Renewal Debt Repayment Plan as of December 1, 2016

The Urban Renewal Agency Obligations for the 2009 Series Bond is as follows:

Fiscal Year	UR Share of Principal	UR Share of Interest	Total UR Share of 2009 FFCO
FY09/10	185,000	274,519	459,519
FY10/11	370,000	431,738	801,738
FY11/12	380,000	424,338	804,338
FY12/13	390,000	412,938	802,938
FY13/14	400,000	401,238	801,238
FY14/15	415,000	386,238	801,238
FY15/16	430,000	373,788	803,788
FY16/17	445,000	356,588	801,588
FY17/18	465,000	338,788	803,788
FY18/19	485,000	315,538	800,538
FY19/20	510,000	291,288	801,288
FY20/21	535,000	270,888	805,888
FY21/22	550,000	249,738	799,738
FY22/23	575,000	227,738	802,738
FY23/24	600,000	200,425	800,425
FY24/25	630,000	171,925	801,925
FY25/26	660,000	142,000	802,000
FY26/27	695,000	109,000	804,000
FY27/28	725,000	74,250	799,250
FY28/29	760,000	38,000	798,000
<b>TOTALS</b>	<b>10,205,000</b>	<b>5,490,963</b>	<b>15,695,963</b>

According to the Tax-Exempt Financing Agreement dated October 15, 2009, Section 3.03 *Prepayment*, states:

*Optional Prepayment.* The Obligations maturing in years 2010 through 2019, inclusive, are not subject to prepayment prior to maturity. The Obligations maturing on and after June 1, 2020, are subject to prepayment at the option of the City, in whole or in part on any date on and after June 1, 2019, at a price of par plus accrued interest, if any, to the date of prepayment.

The City and the Urban Renewal Agency have set a goal to repay this Bond in full by June 30, 2025, which is four years ahead of the obligations shown above. Since there is no opportunity to make additional payments to reduce the debt in the first ten (10) years of this debt, this will require that prepayments in the amount of \$3,203,250 be made between June 1, 2019 and June 30, 2025.

The Columbia Gateway Urban Renewal Agency Urban Renewal Note, dated October 15, 2009, III AGREEMENT, 3. Agency Covenants Pursuant to the Agency Resolution, item vi. states:

At Closing, the Agency will deliver to the City a report from a Qualified Consultant projecting that, in each of the three fiscal years immediately following the issuance of the Series 2009 Note, inclusive of the year in which the Series 2009 Note is issued, the Tax Increment Revenues will be no less than 1.4 times the Maximum Annual Debt Service on all Outstanding Bonds, with the Series 2009 Note being treated as Outstanding.

We have used the original Tashman projections for Tax Increment Revenues for the tables in this letter until this year. The trend clearly shows that the actual tax revenues have fallen short of those projections, so we have used the Actual Tax Revenues for 2016 and revised the projections for the subsequent years based on a 2% annual increase.

Fiscal Year Ending June 30	2010 Actual	2011 Actual	2012 Actual	2013 Actual	2014 Actual
Tax Increment Revenues after Adjustments	1,254,084	1,249,771	1,218,409	1,342,273	1,320,993
Projected Debt Service	459,519	801,738	804,338	802,938	801,238
Coverage	2.73	1.56	1.51	1.67	1.65

Fiscal Year Ending June 30	2015 Actual	2016 Actual	2017 Rvsd	2018 Rvsd	2019 Rvsd
Tax Increment Revenues after Adjustments	1,410,470	1,398,202	1,426,166	1,454,689	1,483,783
Projected Debt Service	801,238	803,788	801,588	803,788	800,538
Coverage	1.76	1.74	1.78	1.81	1.85

The purpose of increasing the debt for the Agency was to accomplish more projects. The intent of the Agency is: 1) to maximize flexibility for projects; 2) to maintain the 1.4 debt ratio; and 3) to fully retire the debt by the end of FY24/25.

Continuing the revised forecasting at a rate of 2% increase per year for six years beyond the calculations above would provide enough funds to pay off the debt by the end of fiscal year 2025. **However, this would reduce the debt ratio below the required 1.4 level required by the bond, as shown below.**

Fiscal Year Ending June 30	2020 Rvsd	2021 Rvsd	2022 Rvsd	2023 Rvsd	2024 Rvsd	2025 Rvsd
Tax Increment Revenues after Adjustments	1,513,459	1,543,728	1,574,602	1,606,094	1,638,216	1,670,981
Debt Service Obligation	801,288	805,888	799,738	802,738	800,425	801,925
<b>Amount of Prepayment</b>	-	<b>640,650</b>	<b>640,650</b>	<b>640,650</b>	<b>640,650</b>	<b>640,650</b>
Coverage	1.89	<b>1.07</b>	<b>1.09</b>	<b>1.11</b>	<b>1.14</b>	<b>1.16</b>

The revised projections show that the current plan for early repayment is not feasible at this time. This issue will be addressed with the new Urban Renewal Board in the near future, and again during the upcoming budget process to determine what steps may be taken to remedy the situation.

EXHIBIT A  
 CITY OF THE DALLES  
 FULL FAITH AND CREDIT OBLIGATIONS, SERIES 2009  
 DESCRIPTION OF THE OBLIGATIONS

- (a) Principal Amount: \$12,100,000
- (b) Purchase Price: \$12,946,590.25 (\$106.996614 per \$100), representing an original issue premium of \$943,390.25 and an underwriter's discount of \$96,800.00.
- (c) Average Reoffering Price: 107.796614% of the par value of the Obligations.
- (d) Denominations: \$5,000, or integral multiples thereof
- (e) Form: Registered; Book-entry only
- (f) Interest Payment Dates: June 1 and December 1, commencing December 1, 2009.
- (g) Maturity and Interest Rates: The Obligations shall mature on June 1 of each year and bear interest as follows:

Due June 1	Amount	Interest Rate	Yield	CUSIP	Due June	Amount	Interest Rate	Yield	CUSIP
2010	\$ 280,000	3.00%	0.50%	FM6	2017	\$ 525,000	4.00%	2.78%	FU8
2011	435,000	2.00	1.00	FN4	2018	550,000	5.00	2.95	FV6
2012	445,000	3.00	1.20	FP9	2019	570,000	5.00	3.08	FW4
2013	460,000	3.00	1.53	FQ7	2020	600,000	4.00	3.20 <sup>(1)</sup>	FX2
2014	100,000	3.00	1.89	FR5	2021	50,000	3.50	3.33 <sup>(1)</sup>	FY0
2014	375,000	4.00	1.89	GA1	2021	580,000	4.00	3.33 <sup>(1)</sup>	GB9
2015	490,000	3.00	2.18	FS3	2022	650,000	4.00	3.45 <sup>(1)</sup>	PZ7
2016	505,000	4.00	2.56	FT1					

\$2,135,000 4.75% Term Obligation due June 1, 2025 @ 3.67% Yield<sup>(1)</sup>; CUSIP No. 883322GC7  
 \$3,350,000 5.00% Term Obligation due June 1, 2029 @ 3.96% Yield<sup>(1)</sup>; CUSIP No. 883322GG8

(1) Priced to the June 1, 2019 call date.

- (h) Optional Prepayment: The Obligations maturing in years 2010 through 2019, inclusive, are not subject to prepayment prior to maturity. The Obligations maturing on and after June 1, 2020 are subject to prepayment at the option of the Issuer, in whole or in part on any date on and

## Steve Harris

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**From:** Elaine Howard <elainehowardconsulting@gmail.com>  
**Sent:** Friday, June 23, 2017 11:23 AM  
**To:** Steve Harris  
**Subject:** UR Pan updates  
**Attachments:** Madras URAP Update SOW\_071615\_FINAL.docx; Pendleton Scope of Work and Budget.pdf; ElaineHoward\_Proposal\_CoosCounty\_2016\_09\_15 (2).pdf

There are three levels/types of updates shared with your advisory committee this week:

1. Pendleton - 2 day workshop, costs about \$4,000 - Scope of work attached.
2. Madras- -Full Action Plan - \$80K The document is too large to send via e mail. you can get it at this link on the Madras website. If this does not work, let me know.

<http://ci.madras.or.us/files/9214/6428/0347/Madras2016URAP-web.pdf>

3. Coos County - Full revision of 30 year old plan including new project lists with engineer's estimates Total contract \$114K This is more expensive due to the engineer's estimates and proejct descriptions, my firm's costs: \$51K includes financial analysis. Project is underway, no document to share yet. Our RFP p0roposal is attached.

4. Financial Reviews are typically \$8-10K on their own.

Elaine Howard  
Elaine Howard Consulting, LLC  
503.206.7060 cell 503.975.3147  
[www.elainehowardconsulting.com](http://www.elainehowardconsulting.com)

## Scope of Work and Budget

Elaine Howard Consulting, LLC

### Pendleton Urban Renewal Goal Setting

1. Coordinate with staff to set agenda and expected outcomes for upcoming meetings. (1 hour)
2. Review existing urban renewal plan. (30 minutes)
3. Staff or staff with consultant prepare updates on the goals of plans and projects completed, projects not completed. List any identified projects/new goals that you may want to consider adding to the existing list of uncompleted projects/goals. Identify remaining maximum indebtedness which is not encumbered by existing debt. Compare to known projects desired. Review urban renewal plan for any additional updates needed. (Your staff prepares it in a format for the committee, 1 hour for me to review.)
4. First day meeting with interested parties:

Tour area with staff. (1 hour)

Review documents compiled in No. 3 above. Get input from committee on projects not yet done in urban renewal plan and those projects identified as potential projects in future, not yet in urban renewal plan. Gain input on additional ideas on projects and goals that need to be updated. Get specifics on both. This will include a presentation of data from No. 3 above, and also a collaborative input process for ideas for the future of the urban renewal area. (3 hours for meeting, another hour to prepare for next day)

5. Second day: Staff and consultant take ideas from day one and look at capacity of urban renewal plan to determine if projects are realistic. (This may take a quick look at the financial capacity of the district. I can work with your finance director who should be at the meetings.)

Go over the actual capacity of the districts and the project lists and prioritize projects within capacity. Go over any new goals. Summarize information from the meetings. (3 hours for meeting, up to 3 hours summary, depending on desires of client)

6. Staff or staff with consultant prepare any needed amendments. (You need to let me know if I will be doing any of this or if your staff will do this. We may determine after the meetings as we will know better then what is involved)

Estimate Hours 10.5-13.5 (depends on desires for follow up after final meeting)

Billing rate \$175.	<b>\$1,837.50 –</b>
	<b>2,362.50</b>

Estimated Travel Costs:

Drive to Pendleton round trip 7 hours	\$1,225.00
Mileage 430 miles round trip @.56	240.80
Hotel	100.00
Meals	<u>25.00</u>
Total Travel	<b>\$1,590.80</b>

City of Pendleton Business License	\$160
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# Scope of Work

## Madras Revitalization Plan

2014

### Project Background

The City of Madras established an Urban Renewal District and adopted an Urban Renewal Plan for the downtown in July 2002 with the goal of meeting the City's economic development objectives through rehabilitation of older and historic structures, redevelopment of key sites, improving transportation and utility facilities in the renewal area, assisting with the construction of needed public facilities, and creating public amenities. To assist in the implementation of the Urban Renewal Plan, the City developed an initial Urban Revitalization Action Plan (Action Plan) in 2005.

Since that time, over \$3.4 million has been spent of the District's \$14 million Maximum Indebtedness on projects, including but not limited to, property acquisition and remediation, building façade improvements, infrastructure improvements, parks and open space improvements, and financial assistance for a new hotel and movie theater. Beginning in 2010 circumstances has changed within the District as a result of the larger economic recession. In particular, the District's tax collection rate has been reduced by 20% and property values have significantly declined. Fiscal Year 2015-2016 will be the first year that property values will increase in the District since 2010 which in turn will be the first year the District has projected additional tax increment revenues. For these reasons it is the desire of the Urban Renewal District to update the 2005 Action Plan.

The Madras Redevelopment Commission (Agency) wishes to contract with a consultant or consultant team to lead the Agency in a strategic planning process to update the 2005 Action Plan. The updated Action Plan will be grounded in new financial and market analysis as well as public engagement to guide the Agency's activities and investments for the next ten years. The process will result in the creation of a comprehensive ten-year Action Plan that will:

- Describe and evaluate the Agency's current urban renewal plan, projects, financial commitments, bonding capacity, bond covenants, and schedules.
- Identify projects from the 2005 plan that are yet to be completed, and identify additional projects recommended to revitalize downtown, with a focus tax revenue generation.
- Identify strategic directions, partnerships, and tools that will assist in assessing future opportunities for retail in downtown Madras.
- Establish guiding principles for future investments. Include tax increment generation as a key criterion for investment.

Relevant documents can be found online at:

- *City of Madras Urban Renewal Plan (2002)*  
[http://ci.madras.or.us/files/1714/2257/7898/Urban\\_Renewal\\_Plan\\_and\\_Report\\_reduced.pdf](http://ci.madras.or.us/files/1714/2257/7898/Urban_Renewal_Plan_and_Report_reduced.pdf)
- *City of Madras Urban Revitalization Action Plan (2005)*  
[http://ci.madras.or.us/files/7414/3645/4860/Madras\\_Urban\\_Revitalization\\_Action\\_Plan\\_WalkerMacy\\_2006.pdf](http://ci.madras.or.us/files/7414/3645/4860/Madras_Urban_Revitalization_Action_Plan_WalkerMacy_2006.pdf)

## Proposed Scope of Work

### Task 1 – Project Management

The Consultant's work will begin with a kick-off meeting with Agency staff to review the scope, schedule, roles and responsibilities, communications protocols and expectations – particularly around how to manage potential changes in the project goals, desired outcomes, or scope of work.

#### Task 1.1 Define Project Management and Public Engagement Protocols

Prepare a Project Management and Public Engagement Plan that includes the following:

- Project Timeframe – A project schedule including milestones, public meetings, and product review timeline.
- Communications expectations and protocols among the project team (staff and consultants)– Identification of project leads, roles and responsibilities, and description of communication and review processes.
- Change Management Process – Description of the process that will be used to address potential changes that have an impact on the project scope.
- Data needs - Consultant will identify any additional data needed to inform the project.
- Approach to public engagement – The Agency and Consultant team will partner in implementing the public engagement plan, but the consultant will take the lead in developing the approach to public engagement. The Project Management and Public Engagement Plan will define when and how various stakeholder groups and the general public will be engaged in discussions, and which team members will play roles in organizing and facilitating those meetings.

#### Task 1.2 Project Meetings

- Project Kick-off Meeting – Consultant will lead a kick-off meeting with the Agency work team to review project scope, schedule, public involvement, communication protocols, meetings, deliverables, and to review expectations, roles and responsibilities.
- Mid-point Team Meeting. Occurring after the initial set of interest group meetings, this meeting allows the Consultant and Agency work team to discuss strategic issues and make any necessary refinements to the approach and timeline for the rest of the project.
- Project Management Team Meetings –This team will be composed of the Consultant project manager and the Agency project manager. Meetings will be held in person or by phone/internet conference on a biweekly basis, or more often, if needed.

#### **Consultant deliverables:**

- Project Management and Public Engagement Plan

#### **Meetings:**

- Project Kick-off Meeting and Mid-point Team Meeting in person
- PMT meetings in person or by phone or internet
- Attendance at Advisory Committee meetings



## Task 2 – Technical Plan Inputs: Assessment and Analysis

This task sets the stage for project identification by gathering baseline information and evaluating the Agency's existing conditions.

### Task 2.1 Progress Report and Baseline Conditions: 2005 Action Plan

The Consultant will compile, review, and summarize relevant information from the Urban Renewal Plan, the Action Plan, and financial reports to establish baseline conditions. The goal will be to identify what has been successful, what needs still exist, and what projects in the current Plan should be included in the updated Plan. This assessment will include interviews with key stakeholders (staff, board members, taxing jurisdictions), and site tours accompanied by staff. The Public Engagement Plan may also identify additional outreach opportunities that may support findings in the Progress Report. This document should answer the following questions:

- Which projects have been completed? (Provide a matrix showing proposed projects and status and compile a success audit of progress to date.) (City will furnish background materials)
- Of those projects remaining to be completed, which are still important projects to be included in the future?
- Do the existing projects identified in the Action Plan meet the guiding principles, including the tax increment generation capacity of the projects proposed to be completed in the future? If not, are there new or different projects that could be important to the District?
- What are the key short-term and long-term financial commitments of the Agency?
- What is the ability of the Agency to meet the maximum indebtedness of the Plan?

The guiding principles of the Urban Renewal Plan include, but are not limited to:

- *Increasing property values within the District to advance additional investment in the District.*
- *Reducing building vacancy within the District*
- *Redevelopment of underutilized properties*
- *Developing vacant properties*
- *Encourage desired and or needed retail and commercial businesses within the District*

### Task 2.2 Retail Needs Analysis

New retail / commercial development is the backbone of downtown Madras. As such, the updated Madras Revitalization Plan will focus on how to incent private development or leverage public funding to support current businesses and (as needed) add to the existing stock of commercial / retail space downtown. The retail needs analysis will include:

- Inventory of existing businesses (citywide and downtown)
- Analysis of existing retail performance that includes analysis of retail leakage, impacts of regional retail on downtown
- Survey of residents to determine what type of retail/commercial uses they would like downtown.
- Focus group with business owners and downtown stakeholders to identify needed investments to support business growth

- Evaluation of the demographics of the community (e.g. age, income, retail preferences, tourism, etc.)
- Preliminary description of the “niche” for downtown Madras in a regional context, and identification of the types businesses that are missing in downtown Madras
- Identification of any needed new projects that should be considered in the Action Plan to improve opportunities for new retail / commercial development (including identification of key opportunity sites) and / or to support existing businesses as they grow.

### **Task 2.3 Analysis of Tax Increment Generation Potential**

Consultant will review possible projects and strategies with a focus on tax increment generation. In addition, the Consultant will complete research on the value of urban renewal financial investments for public buildings and facilities. This information will help City staff and stakeholders decide on actions related to funding public facilities with TIF dollars, as part of a larger funding package.

#### **Consultant deliverables:**

- Assessment of urban renewal plan, to be incorporated into the action plan.
- Retail Needs Analysis (technical appendix to Action Plan)
- Analysis of tax increment generation potential (technical appendix to Action Plan)

#### **Meetings:**

- Meeting with Agency Staff to discuss the results of the review and determine how to include the results in the Action Plan, or if additional analysis is needed.

### **Task 3 –Project Identification and Prioritization**

In collaboration with staff, synthesize the discussions into a ten-year Action Plan document for review and approval by the Agency Board and City Council. This task brings together previous work on assessment and analysis with public engagement to evaluate, prioritize, and sequence actions and the partnerships needed to develop short-term and long-term action plans for the Agency.

#### **Task 3.1: Implement Public Engagement Plan**

Effective public involvement will be critical to identifying a set of projects with broad public support that can help to revitalize downtown Madras. The Project Management and Public Engagement Plan (Task 1) will guide the public engagement process and identify who needs to be involved and engaged, through what means, at what points and frequency during the project; identification of stake-holders to interview; and meetings and events. The process will include:

- **Interest Groups and Key Stakeholders** – Identify interest groups and other stakeholders, such as other taxing districts, citizen groups and business groups to be consulted for their broader perspective. These meetings will generally be one-on-one or in small groups without City staff present to ensure candid input. The Consultant will summarize the results in a brief memorandum.
- **Electronic Surveys** – Consider the use of electronic forms of participation (i.e. surveys, webinars, or other electronic methods) for public and stakeholder involvement.

- **Public Meeting/Open House** – At a minimum, there will be one public event/open house to obtain input and feedback from the broader public. The events will be timed as appropriate with the decision-making process. Information obtained from this event will be summarized and incorporated into recommendations for the Action Plan. Consultant will work with the Advisory Committee and staff to clarify specific groups to target for open house attendance, lead the events, and provide technical assistance and graphics to help explain project concepts.

**Task 3.2: Advisory Committee Coordination**

An Advisory Committee will be convened and will meet throughout the project to provide advice on the development of the updated Action Plan. Specifically, the Advisory Committee will help to identify and prioritize projects, including those developed by consultant team and derived from public involvement. Consultant will work with the group to confirm the priority of opportunities, funding implications, and timing of improvements and investments in the next ten years.

Consultant and Agency Project Manager will work together to prepare agendas and materials, facilitate meetings, and create summary notes. Three (3) Advisory Committee meetings will be scheduled, and Consultant will be expected to lead and facilitate these meetings. The three meetings will cover:

- **Meeting 1 (Month 1):** Background on the urban renewal plan and projects completed and those left to be completed for the plan. Revisit 2006 Action Plan vision and confirm objectives. Review/develop objectives/guiding principles of Action Plan Update.
- **Meeting 2:** Discuss remaining projects and potential new projects as identified in the assessment report and initial public and stakeholder outreach, including Advisory Committee.
- **Meeting 3:** Review of Draft Action Plan.

Consultant will prepare summary notes from the Advisory Committee meetings.

**Consultant deliverables:**

- Graphic background materials for and attendance at Advisory Committee meetings and open house/public meetings
- Consultant will provide summary notes from the meetings

**Meetings:**

- Consultant will lead discussions at Advisory Committee meetings
- Advisory committee meeting to review draft projects in light of prioritization criteria.
- Consultant will lead public events

**Task 3.3: Create Plan Content and Urban Design Diagrams**

Based on needs identified through background research, input from the public engagement process, and input from the advisory committee process, develop needed plan content, including: (1) defined and prioritized projects for investment and action; (2) updated plan maps identifying location of priority projects; and (3) concept visualization for a limited number of projects, if they are needed and budget supported.

## **Task 4 – Draft and Final Action Plan**

In this task, the Consultant will assemble draft and final action plan documents for review, and work with staff to develop presentations to elected and appointed officials. Following the review and presentations, final products will be prepared and delivered to the Agency. Subtasks include:

### **4.1 Draft Action Plan**

Prepare a Draft Final Action Plan containing an overview of the results from prior Tasks 1-4, conclusions, recommendations, and an implementation road map for what needs to happen in the short term, mid-term, and longer term to carry out the Action Plan with associated technical appendices. The Draft Action Plan will include an investment strategy that will consider the Agency's existing and future revenues and expenses, funding for high priority projects, and how the Agency would issue additional debt.

### **4.2 Presentation to Elected Officials, Appointed, and Other Boards**

Prepare board, commission, and elected official presentations. Agency staff will give presentations. Consultant will be expected to be present at meetings to respond to technical questions and to assist in preparing materials for meetings.

### **4.3 Final Action Plan**

Collect, consolidate, and reconcile comments on the Draft Final Action Plan based on input received from the presentations.

#### ***Consultant deliverables:***

- Draft Action Plan
- Presentation materials and participation in up to three presentations
- Final Action Plan

## **Schedule**

The City expects this process to be completed approximately six months after execution of a contract. The project will begin on approximately August 17, 2015 and will be completed by January 25, 2016, or before. Key milestones in the schedule are identified as follows, with specific dates to be established at the Kick-off meeting. The diagram below shows the general project progression.

## **Budget**

The budget for this project is \$80,000.00.



1. Project Management



2. Assessment and Analysis

● Confirm vision and objectives

3. Project Identification and Prioritization



4. Final Action Plan

★ Finalize/prioritize project list





# Coos County Urban Renewal Plan Amendment and Report Request for Proposals



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September 15, 2016

Fred Jacquot  
Oregon International Port of Coos Bay  
125 W Central Avenue, P.O. Box 1215  
Coos Bay, OR 97420

**RE: Coos County RFQ for Consultant Services**

Thank you for the opportunity to respond to the Coos County Urban Renewal Agency Plan Amendment Services Request for Quote. This proposal is submitted by a team led by Elaine Howard Consulting, LLC, with additional teaming partners BergerABAM, BST Associates, Tiberius Solutions LLC, and ECONorthwest. As will be described in this proposal, our team is highly qualified to perform the described work, including team members with extensive experience in urban renewal, economic development, and maritime terminal planning and development.

Elaine Howard is the principal of Elaine Howard Consulting, LLC, which has been in the urban renewal consulting business for the past 10 years. Elaine has assisted dozens of municipalities across Oregon achieve their urban renewal goals, including feasibility studies, plan adoption, and plan amendments. Elaine is an active member in the Association of Oregon Redevelopment Agencies (AORA), and – along with Nick Popenuk – is co-author of the *Urban Renewal Best Practices Handbook*.

Over the past five years, Elaine has partnered extensively with ECONorthwest, including Nick Popenuk (formerly with ECONorthwest, and now with Tiberius Solutions) on numerous urban renewal projects. These teaming partners bring a host of complementary skills, including financial analysis, tax increment finance projections, geographic information systems (GIS) analysis, economic development, graphic design, and more.

Although Elaine has worked for port clients and urban renewal agencies with an industrial focus, we have added team members Berger ABAM and BST Associates who have specific experience with port planning including rail-served maritime terminal development; bulk  
Elaine Howard Consulting, LLC



commodity global shipping economics and forecasting; and economic feasibility analysis of maritime terminals. Scott Keillor of BergerABAM, and Paul Sorenson of BST Associates recently completed the Oregon International Port of Coos Bay (Port of Coos Bay) Strategic Business Plan, including stakeholder interviews and Commission presentations on projects, including rail and potential lower bay terminal as part of the Port's billion dollar capital plan. Scott was also involved in the 2006 North Spit Urban Renewal Plan that will now be updated.

It is our intention to enter into a contract for the services described in the RFP and specifically delineated in the scope of work detailed in this submission. The legal entity submitting the quote is Elaine Howard Consulting, LLC. It is a limited liability corporation.



By initialing this space, we hereby certify that we have not discriminated against minorities, women or emerging business enterprises in obtaining any required subcontracts. In fact, we are a woman-owned business.

If you have any questions, please contact Elaine Howard at 503.206.7060 or [elainehowardconsulting@gmail.com](mailto:elainehowardconsulting@gmail.com). I will, however, be out of the country through September 20, 2016. In the interim, any communications regarding this proposal can be addressed to Nick Popenuk, Principal of Tiberius Solutions LLC at 503.740.0501 or [popenuk@tiberiussolutions.com](mailto:popenuk@tiberiussolutions.com).

Sincerely,



Elaine E. Howard

Principal, Elaine Howard Consulting LLC

Elaine Howard Consulting, LLC

## Proposal Overview

The Oregon International Port of Coos Bay (Port), acting in its capacity as the administrator for the Coos County Urban Renewal Agency (Agency) is requesting quotes from selected consultants for an Urban Renewal Agency Plan Amendment.

### Team Organization

We have assembled a team with a variety of firms, each with a specific role to play in the scope of work requested by the Port. This teaming approach allows us to offer deep expertise in all of the relevant subject areas necessary for a successful project.

- **Elaine Howard Consulting, LLC** – Prime Consultant. Urban Renewal Lead  
Project management responsibilities for the consultant team. Lead consultant for the urban renewal plan amendment process, including preparation of Plan and Report documents and notices for public meetings. Lead for public and stakeholder engagement efforts.
- **BergerABAM** – Engineering and Cost Estimation  
Review the project list for the preparation of the Plan Amendment, update project descriptions, and provide estimates as needed. Attend public meetings and meetings with decision-makers to provide updates on project descriptions and cost estimates, and facilitate a Public Open House.
- **BST Associates** – Senior Advisor – Port Economics  
Economic analysis for the rail served maritime terminal development; bulk commodity global shipping economics and forecasting; and/or economic feasibility analysis of maritime terminals.
- **Tiberius Solutions LLC** – Public Finance  
Conduct analysis necessary to determine financial feasibility of the amended plan, as required by Oregon Statutes. Includes forecast of tax increment finance revenues based on future growth in assessed value, creation of finance plan to determine the timing of future projects, and calculation of impacts to affected taxing districts.
- **ECONorthwest** – Planning, Economics, and additional support  
Technical support on numerous aspects of the project, including GIS analysis, demographic analysis, and other economic and planning research.

## **Budget**

The scope of work requested is delineated between the base scope of work, and three additional options. Thus the budget depends on which of the options (if any) the Port elects to proceed with. However, we do not view these options as mutually exclusive (the Port could elect to proceed with multiple options). Thus, we propose the following budget estimates:

- Base: \$51,700 (fifty-one thousand seven hundred)
- Optional Base: \$34,871 (thirty-four thousand eight hundred seventy-one) – the cost incurred if any or all of the optional tasks are selected, in addition to the variable costs per each option:
  - Option A: \$9,628 (nine thousand six hundred twenty-eight)
  - Option B: \$9,628 (nine thousand six hundred twenty-eight)
  - Option C: \$18,575 (eighteen thousand five hundred seventy-five)

These budget estimates are explained in greater detail in a subsequent section of this proposal.

## **Contract Details**

The RFQ lists the Port's insurance requirements, as well as a list of contract conditions. Although we generally agree and comply with these conditions, there are two details of note that would need to be resolved, should the Port select our team.

Elaine Howard Consulting, LLC does not presently have insurance that satisfies all of the limits identified in the RFQ. We are investigating our options for increasing insurance coverage to meet those limits. If Elaine Howard Consulting and the Port are unable to reach agreement on the insurance limits, it may make sense for the prime contract to be executed with a different member of our consultant team. Other team members, including BergerABAM, ECONorthwest, and Tiberius Solutions all have insurance policies that appear to satisfy the requirements of the Port.

The RFQ requires proposers to certify that an official drug testing program is in place. Several members of our team are small business and/or businesses with no full-time employees and therefore do **not** have an employee drug testing program in place.

## Certification of Qualifications

Elaine Howard Consulting, LLC certifies that we are qualified to perform the described work, and have completed at least three urban renewal plan amendments over the last 5 years. In fact, we have completed dozens of urban renewal projects for municipalities across the State of Oregon over that time period. Below are project descriptions and references for three of these projects. Our teaming partners ECONorthwest and Nick Popenuk worked with us on all three of these past projects.

### **Sandy Urban Renewal Plan Amendment (2015)**

We amended the City of Sandy's urban renewal plan, originally adopted in 1998, and previously amended in 2008. The plan guides the City's economic development efforts for their downtown, and has funded a long list of successful projects, including streetscape improvements, undergrounding utilities, and a public plaza.

Seth Atkinson, City Manager, City of Sandy  
39250 Pioneer Blvd., Sandy, Oregon  
503.668.5767, [satkinson@cityofsandy.com](mailto:satkinson@cityofsandy.com)

### **Lake Grove Village Center (LGVC) Urban Renewal Plan Amendment (2016)**

We recently completed a substantial amendment to the LGVC Plan in Lake Oswego, Oregon. The amendment focused on expanding the boundary to bring in a large property that was transitioning from public to private-ownership. The amendment allowed the urban renewal area to capture the growth in taxable assessed value from this change in ownership.

Brant Williams, Redevelopment Director, City of Lake Oswego  
PO Box 369, Lake Oswego, OR 97034  
503.635.6138, [bwilliams@ci.oswego.or.us](mailto:bwilliams@ci.oswego.or.us)

### **Harrisburg Substantial Amendment (2015)**

We completed a substantial amendment to the Harrisburg Urban Renewal Plan, expanding the boundary to allow for the completion of important infrastructure projects, and updating the financial analysis to provide the city and key stakeholders with reasonable expectations for the timing of future projects and the completion of the plan.

Brian Latta, City Administrator, City of Harrisburg  
120 Smith Street, Harrisburg, Oregon 97446  
541.995.6655, [blatta@ci.harrisburg.or.us](mailto:blatta@ci.harrisburg.or.us)

## Additional Experience

The project descriptions and references included in the Certification of Qualifications barely scratches the surface of the depth and breadth of experience that our team offers. In this section, we provide additional detail on the experience of each teaming partner.

### Elaine Howard Consulting, LLC

Elaine Howard Consulting, LLC has been consulting on urban renewal issues for the last ten years. During that time our firm has worked with many communities in Oregon to help them either establish new urban renewal areas or complete amendments to their existing plans. We are skilled at working effectively with communities of all sizes throughout Oregon, including working with ports, specifically the Port of Hood River and the Port of Newport.

We have the communications skills to relate well to urban renewal agency and staff and have the ability to explain complex technical information to all stakeholders. We believe our straightforward approach and our attention to detail are assets to the communities who work with us. We are consistently complimented on our ability to work with both proponents and opponents of urban renewal plans and amendments.

The following is a list of specific plan amendments and updates shown below. Projects marked with an asterisk (\*) are those where we collaborated with ECONorthwest, including Nick Popenuk, formerly with ECONorthwest and now with Tiberius Solutions LLC.

Although we do not list references for each of the numerous projects cited here, we encourage you to contact any of the jurisdictions where we have worked, and are confident in the recommendations they will provide. One recent client that may be worth contacting is the Port of Hood River, for whom we assisted with the initial preparation of the Hood River Waterfront Urban Renewal Plan and ongoing issues pertaining to the Port in Hood River. Michael McElwee, the Executive Director of the Port of Hood River could serve as a reference for our firm, 541.386.1138, [mmcelwee@portofhoodriver.com](mailto:mmcelwee@portofhoodriver.com).



## Plan Amendments and Updates

2016 Gladstone Amendment and Update\*

2016 Hood River County Amendment\*

2016 Coos Bay Downtown Amendment and Goal setting/prioritization

2016 Clackamas Town Center Substantial Amendment

2016 Astoria Astor-West Substantial Amendment \*

2016 Independence Substantial Amendment \*

2015 Lake Grove Village Center Substantial Amendment \*

2015 Sandy Substantial Amendment and Minor Amendment \*

2015 Harrisburg Substantial Amendment 2 \*

2015 Portland Development Commission - Education District Minor Amendment

2015 Portland Development Commission - Airport Way Minor Amendment

2015 Portland Development Commission - North Macadam Substantial Amendment

2015 Portland Development Commission - River District Minor Amendment

2015 Portland Development Commission - Central Eastside Substantial Amendment

2015 Portland Development Commission - Willamette Industrial Minor Amendment

2014 Troutdale - Minor Amendment

2014 Harrisburg - Substantial Amendment 1 \*

2014 - Jacksonville - Minor Amendment

2014 Lincoln City - Year 2000 Substantial Amendment \*

2014 Jacksonville - Minor Amendment

2013 Astoria - Astor East Minor Amendment

2013 Veneta - Minor Amendment

2013 Molalla - Minor Amendment

2012 Lebanon - Northwest Lebanon Urban Renewal Area Substantial Amendment \*

2012 Sherwood - Urban Renewal Area Substantial Amendment \*

2012 Keizer - North River Road Substantial Amendment \*

2012 Phoenix - Urban Renewal Plan Update

2012 Tillamook - Urban Renewal Plan Substantial Amendment \*

2012 Bandon - Area One Urban Renewal Plan Substantial Amendment

2011 Interstate Corridor Urban Renewal Plan Substantial Amendment: PDC

2011 Oregon Convention Center Urban Renewal Plan Amendment: PDC

2011 Bandon - Area Two Urban Renewal Plan Amendment

2010 Astoria - Astor East Urban Renewal Plan Amendment

2010 Philomath - Urban Renewal Plan Substantial Amendment

2009 The Dalles - Urban Renewal Plan Amendment

2009 Astoria - Astor East Urban Renewal Plan Amendment (2nd time)

2009 Coos Bay (2 Plan amendments)

2009 Milton Freewater - Urban Renewal Plan Amendment

## Coos County Urban Renewal Plan Amendment and Report

2009 Lincoln City - Year 2000 Urban Renewal Plan Amendment  
2008 Portland Development Commission - Downtown Waterfront Plan Amendment  
2008 Redmond - Urban Renewal Plan Substantial Amendment  
2008 PDC - Lents Town Center Urban Renewal Plan Amendment  
2008 PDC - South Park Blocks Plan Amendment  
2008 PDC - River District Urban Renewal Plan Substantial Amendment

### **Goal setting/Urban Renewal Assistance**

2016 - Work with Hood River Urban Renewal Advisory Committee  
2015 - AORA - Assistance with Messaging Materials  
2015 - Coos Bay - Assistance with Review and Updating of Plans  
2015 - McMinnville - Forum on Successful Implementation of Urban Renewal  
2015 - Pendleton Development Commission - Assistance with Goal Setting  
2015 - Estacada - Assistance with Goal Setting  
2015 - Assistance with next steps - Hood River Heights  
2015 - Talent City Council and Advisory Committee Review of Plan  
2015 - Tigard Advisory Committee Goal Session  
2015 - Waldport - Review of Plan  
2014 - Wilsonville - Economic Analysis of Parks Survey  
2014 - Wilsonville Urban Renewal Strategic Plan \*  
2013 - Wilsonville - Economic Analysis of Parks Survey  
2013 - Oregon City - Urban Renewal 201  
2013 - Winston - ongoing urban renewal consulting  
2013 - La Pine - Urban Renewal 101  
2013 - Talent - assistance with annual report and ongoing consulting  
2013 - Madras - ongoing consulting  
2013 - Sisters - assistance in projecting future revenues  
2013 - Tigard Urban Renewal Agency - general review of plan, briefing with agency  
2013 - Oregon City - Urban Renewal 201  
2013 - Corvallis - Urban Renewal 101  
2013 - Albany - Annual Report  
2013 - Milton-Freewater - potential close out consulting services, minor amendment  
2013 - Coos Bay - codifying plan, Advisory Committee and Agency training  
2013 - Astoria - website content, business brochure, storefront program design  
2013 - Phoenix - Urban Renewal Agency ongoing consulting services  
2012 - La Grande - Urban Renewal ongoing consulting services  
2012 - Winston - Urban Renewal Agency ongoing consulting services  
2011 - Lake Oswego - Economic Analysis

## BergerABAM

BergerABAM, established in 1951, is recognized as a Northwest leader in the development of waterfront and marine facilities, with a specific focus on industrial tenants and port strategic planning. With local offices in Vancouver, Portland, and Hood River, we employ over 240 staff members throughout Washington, Oregon, California, Nevada, and Texas, including offices in Federal Way and Seattle, Washington.

Our 60-year history of successful port and industrial project experience includes many complex projects on the West Coast, including Pacific Ocean and Columbia River port projects. We have recent direct experience planning, designing, engineering, and permitting industrial facilities for central and southern Oregon ports, including Coos Bay, Port Orford, and Gold Beach. Our experience extends north, including projects at the ports of Kalama, Camas-Washougal, Vancouver, Tacoma, and Everett in Washington, and Portland, St. Helens, Hood River, and Morrow in Oregon. BergerABAM recently managed more than a dozen strategic plans and comprehensive schemes for Northwest ports, including Coos Bay's 2015 plan. We provide a comprehensive range of services with an integrated approach to project delivery. Our service teams work together with the end goal of completing a plan that facilitates priority project development.

### **Relevant Past Projects**

#### **Strategic Business Plan – Port of Coos Bay, Oregon**

BergerABAM led the 2015 update of the Port of Coos Bay's strategic business plan. The plan addresses the Port's holdings and opportunities across its primary business line – The Coos Bay railroad, marine terminals, the Charleston Marina, Shipyard, and upper bay properties. Major tasks include stakeholder outreach, business interviews, mission and vision review, a Strengths, Weaknesses, Opportunities, and Threats analysis, capital facilities planning, financial and market analyses, and goal and policy updates. The plan includes two rounds of public and Port Commission review meetings and will help guide the Port's development priorities through the next 20 years. The plan was completed in June 2015 and was adopted by the Port Commission in July 2015.

#### **Mount Baker Terminal – Port of Everett, Washington**

This new rail/barge transfer facility at the Port of Everett's Mukilteo Tank Farm will augment the Port's marine terminal operations by providing efficient transfer of oversized

Elaine Howard Consulting, LLC



containers to nearby Paine Field Airport. A rail-mounted gantry crane will be used to straddle and lift the oversized containers from barges onto rail cars. Existing infrastructure is insufficient to handle the huge containers that are up to 35 feet high, 35 feet wide, and 140 feet long, required for construction of the next generation of Boeing commercial aircraft. BergerABAM provided services for the planning, permitting, public involvement, and design of the proposed facility. BergerABAM also provided overall project management and coordination. Tasks included site planning, structural and civil design, graphic visualizations, evaluation of alternatives, construction cost estimates of the alternatives, project/construction scheduling in support of the feasibility study, completion of the State Environmental Policy Act (SEPA) environmental impact statement, permit applications, stakeholders communications program, and public involvement. The Port's public involvement program for this project was cited as a key reason for selection as the Washington Public Port Associations 2004 Port of the Year Award.

#### **West Vancouver Freight Access Program – Port of Vancouver, Washington**

The West Vancouver Freight Access (WVFA) program is a major effort by the Port of Vancouver to improve its rail system and to provide improved connectivity to the regional network. The Port's former main entrance was an at-grade crossing that transected the BNSF mainline wye. Prior to WVFA, the Port lacked a unit train loop, and unit trains entering the port had to be broken into segments while still on the wye, causing significant delays at the junction. The main objectives of the WVFA program were to install unit train loops and to separate the main rail entrance from the wye. Planning for the WVFA improvements began over 10 years ago. A comprehensive plan was required that would successfully integrate the rail improvements with the road system and the marine operations. BergerABAM, Wisser Rail Engineering, and GRI were integral to this planning and have been key consultants throughout the permitting, final design, and construction phases. The WVFA program is made up of 21 distinct projects. BergerABAM has been a key consultant on most of these projects, and has provided permitting services as well as civil and structural engineering. BergerABAM has been the lead engineer for the three most significant projects, the Rail Trench, Great Western Malting Demolition, and the Gateway Avenue Grade Separation.

## **BST Associates**

BST is an economic research and strategic planning group that specializes in economic and financial evaluations of transportation projects. BST is a sole proprietorship owned by Paul Sorensen. There are two key staff at BST: Paul C. Sorensen, who founded the firm in 1986, and Brian Winningham, who joined the firm shortly after. Paul and Brian jointly undertake all economic and financial studies.

BST Associates has extensive experience in preparing economic and financial analyses of complex transportation projects. Our expertise focuses on: market research, strategic planning, demand forecasting, benefit/cost analysis, cost effectiveness analysis, economic impact assessment, life cycle cost analysis, financial planning (including bond feasibility studies and preparation of capital improvement plans), sensitivity analysis, and, project risk assessment.

Our clients trust us and know that we will do everything to make the project successful. Most of BST's consulting work is repeat business from satisfied clients. BST's clients indicate that the firm is a reliable partner, which includes:

- Cooperative and responsive negotiation processes
- Completing projects within the budgeted amount and on schedule
- Meeting technical standards and quality expectations
- Clear and concise communication of study results
- Effective management system

### **Relevant Past Projects – Coos Bay**

#### **Port of Coos Bay Strategic Business Plan (2014 - 2015)**

BST assisted the Port of Coos Bay with a Strategic Business Plan. BST's role in this study included analyzing the markets for the Port's various lines of business, including cargo piers, marinas, properties, and boatyard. The market analysis for the piers included information on potential cargos, including those generated locally as well as cargos moving to or from inland points. BST also prepared a financial assessment of existing and proposed future development plans.

**Coos Bay Rail Line Economic Impact Analysis (2013 - 2015)**

Following decades of neglect and underinvestment by previous owners, the rail line that served Coos County was taken out of service. In order to serve the local economy, the Port of Coos Bay acquired the line, and then began investing in extensive repairs and upgrades. BST Associates was retained to document the economic impacts associated with the rehabilitation of the Coos Bay rail line and with the freight operations on the line.

**Charleston Shipyard Vessel Lift Analysis (2015)**

The Charleston Shipyard is an integral part of the facilities operated by the Port of Coos Bay in support of the commercial fishing fleets and the recreational boating market on Oregon's south coast. The boat haul-out assets (travel lift and boat slip/pier) are reaching the end of their useful lives. The Port is concerned that the travel lift may fail in the very near future, and is in need of immediate replacement. BST Associates was retained to evaluate the requirements for a replacement lift that would meet the needs of the local and regional fleets.

**Coos Bay Cargo Market Assessment (2013)**

BST Associates was retained to evaluate potential future markets for the Oregon Gateway Marine Terminal. The cargo opportunities for the Oregon Gateway Marine Terminal include general cargo, logs and lumber and niche dry and liquid bulks. The following sections summarize the opportunities for each type of cargo, including an assessment of the competing ports

**Port of Coos Bay Channel Modifications Project Section 203 Feasibility Study and Environmental Impact Statement (2008-2010)**

BST Associates was a sub-consultant in preparing a Section 203 Feasibility Study and Environmental Impact Statement related to the proposed deepening of the Coos Bay Navigation Channel. The study followed procedures outlined in ER 1105-2-100 to determine the economic viability of the preferred alternative. Specific tasks included: analyzing trends in ship sizes, trends in container terminal size, and the supply of and demand for container terminals in North America. Another key product was the preparation of a cost-benefit analysis of the proposed project.

### **Relevant Past Projects – Other Geographies**

- Port of Astoria Strategic Business Plan (Port of Astoria, 2010)
- Port of Toledo Strategic Business Plan and Capital Facilities Plan (Toledo, 2011)
- Cold Storage Market Analysis (Private Client, 2011)
- Assessment of Water-Dependent Uses (Clark County, 2010)
- Port of Kalama Comprehensive Plan (Port of Kalama, 2001, 2006, 2010, 2015)
- Gateway Pacific Terminal EIS (Whatcom County, et al., 2014/2016)
- Port of Tacoma TIGER Grant Cost Benefit Analysis (Port of Tacoma, 2014 and 2015)
- Port of Skagit Economic Impact Study (Port of Skagit, 2007, 2014)
- Port of Port Angeles Economic Impact Study (Port of Port Angeles, 2007, 2014)
- Swinomish Channel Economic Impact Study (Port of Skagit, 2010, 2014)
- Black Ball Ferry Line Economic Impact Study (Black Ball Ferry Line, 2010)
- Port of Kodiak Tariff Update (Port of Kodiak, 2015)
- Airport Revenue Bond Analysis (Port of Seattle, 2005, 2007, 2009, 2015)
- Revenue Bond Feasibility Study, (Port of Oakland, 2008, 2009, 2010/11)
- Harbor Square Economic and Fiscal Analysis (Port of Edmonds, 2012)
- Analysis of PierPASS OffPeak Program (PierPASS, 2008)
- Port of Kodiak Preferential Use Agreement (Port of Kodiak, 2014)
- Port of Anchorage Tariff (Port of Anchorage, 2010)
- Marine Cargo Forecasts (WPPA & WSDOT, 1991, 1995, 1999, 2004, 2009, 2011, 2016)
- Everett Marina Business Planning Analysis (Port of Everett, 2015/2016)
- Port Angeles Boatyard/Shipyard Options Analysis (Port of Port Angeles, 2015)
- Toledo Shipyard Financial Feasibility Study (Port of Toledo, 2009)
- Westport Marina District Revitalization Study (Port of Grays Harbor, 2001, 2009)

## Tiberius Solutions LLC

Tiberius Solutions is a single-partner limited liability corporation based in Portland, Oregon, founded by Nick Popenuk, formerly of ECONorthwest. At Tiberius Solutions, we understand the challenges of providing public services while balancing budgetary and political constraints. We partner with government agencies and their key stakeholders to help guide their decisions on how to raise and spend public funds. With a decade of high-profile experience, our principal – Nick Popenuk – has earned results for more than 100 projects in seven states, for both public and private-sector clients. Our depth of expertise on all aspects of public finance allows us to help clients, large and small, make critical decisions on the full range of services that governments provide.

Urban renewal consulting is one of the core services provided by Tiberius Solutions. Urban renewal is a legally, technically, and politically complex tool for funding local economic development projects. It is rare for local governments to possess the capacity or resources necessary to evaluate the feasibility of an urban renewal area, adopt an urban renewal plan, amend an existing plan, or forecast revenues to support the issuance of urban renewal debt. Experienced staff at Tiberius Solutions have helped dozens of communities achieve their urban renewal goals, providing accurate and conservative financial analysis conforming with the detailed legal requirements governing this tool.

### Relevant Past Projects

In addition to dozens of urban renewal projects (largely captured in the list presented earlier for Elaine Howard Consulting, LLC), Nick Popenuk has completed several economic development projects related to ports. These projects include:

- **Harbor Industrial Land Supply Evaluation (2012).** For the City of Portland, evaluated key issues related to the industrial land supply in the Portland Harbor, considering demand for future marine terminals.
- **Economic and Fiscal Impacts of Coal Shipment (2012).** For a private client, estimated the economic and fiscal impacts from construction and operation of a proposed coal transshipment facility at the Port of Morrow and Port of St. Helens.
- **Vista Field Airport Development Alternatives (2013).** For the Port of Kennewick, evaluated the economic and fiscal impacts of potential development alternatives at Vista Field Airport.

## ECONorthwest

ECONorthwest specializes in the application of economic and financial principles and methods to the evaluation of public policies and investments. Incorporated in 1974, ECONorthwest has completed more than 2,500 projects for public and private clients. ECONorthwest has a staff of over 40 people; personnel have advanced degrees and decades of work experience in planning, development, economics, finance, and public policy.

Our Planning and Development group specializes in assisting public agencies as well as the private sector with land-use and development issues, and has many years of experience with urban renewal planning and tax increment finance projects. We recently assisted Columbia County with TIF projections, and are currently assisting the City of St. Helens in the acquisition process for 17 acres of waterfront property, which are slated for future redevelopment. ECONorthwest works with rural communities throughout the state, as well as larger metropolitan areas, and is aware of the unique opportunities and challenges that exist in both urban and rural settings.

ECONorthwest's urban renewal projects span from strategy to implementation, including strategic planning, fiscal impact analysis, site-specific development analysis (financial pro formas and permitting), disposition assistance, negotiation assistance, alternative financing, and public/private partnerships for development. Our specialization in land-use planning begins with an economic perspective: one that incorporates market analysis, economic forecasting, fiscal impact analysis, and financing to produce realistic, implementation-oriented products.

### **Relevant Past Projects**

ECONorthwest's relevant past projects related to urban renewal have primarily been conducted in collaboration with Elaine Howard Consulting, LLC. These projects are identified with an asterisk under the list of past projects provided by Elaine Howard.

Additionally, ECONorthwest serves as the Urban Renewal Administrator for the Columbia County Development Agency, overseeing the management of the Port Westward Urban Renewal Area in St. Helens, Oregon. This work requires close coordination with leadership from the Port of St. Helens, as well as the large-scale industrial and utility tenants located at the Port.



## Scope of Work

### Approach

The Port requires a substantial amendment to their existing urban renewal plan. The process for amending an urban renewal plan, and the content of the documents required are dictated by Oregon Revised Statutes (ORS). Thus, the statutes provide a clear path to follow for determining *how* to amend a plan. But, the path is less clear for determining *what* amendments you want to make to your plan.

The RFQ specifically mentions plan duration as the impetus for this amendment. Additionally, email clarification from Port staff confirmed that the base scope of work should focus on this key element of the Plan. Although other key aspects of the plan should potentially be updated as well, including: boundary, goals and objectives, project list, and maximum indebtedness. These other elements are to be addressed in the Optional tasks, rather than the base scope of work.

Our base scope of work follows a process that we have used in other jurisdictions to allow us to work with Agency staff and decision-makers to evaluate potential changes to each of these aspects of a plan, and make clear decisions on the content of the plan amendment. **Note that the analysis proposed in the base scope of work, assumes no analysis by the consultant team regarding changes to the Plan project list.**

### Work Plan - Base: Urban Renewal Plan Amendment

The following tasks would be required to update the urban renewal plan, regardless of any of any of the optional tasks that could potentially be added to the scope of work.

#### **Task 1. Project management and coordination with Agency staff**

Includes participation of key staff in regularly scheduled conference call meetings.

Assumes 12 meetings by phone (not all members of the consultant team will participate on each call)

Additional in person meetings with Agency staff (assumes two trips to Coos County)

- Initial project kick-off meeting to tour area, review past urban renewal plan and related public facility plans provided by the port, review project list to discern those completed, review project completeness and update original cost estimates not completed and potential new projects. Review



Maximum Indebtedness used to date and remaining capacity. Review budget for next fiscal year.

- Follow-up meeting to review all key assumptions for the final Plan Amendment documents.
- Additional meetings (outside of proposed budget) as directed by Agency staff to gather input on project list and other key assumptions for Plan amendment, and to reach consensus on key decisions. Each meeting will have per meeting travel cost and meeting time will be billed at the hourly rate of those consultants attending.

## **Task 2. Required public meetings for adoption**

The consultant team would attend and participate in the following meetings in-person in Coos County (assumes 3 meetings):

- Coos County Urban Renewal Agency – 1 meeting
- Coos County Planning Commission – 1 meeting  
(Assumes public Open House scheduled on same date as Planning Commission meeting, allowing consultant team to attend, facilitate, and document public input)
- Coos County Commission – 1 meeting.  
Although we assume adoption of the Plan Amendment Ordinance will require two meetings, the second reading of the Ordinance is typically perfunctory and does not require attendance of the consultant team in person.
- We anticipate the Port of Coos Bay may desire one or more additional meetings that are not required by statute. If additional meetings are requested, it can be added to the budget during scoping negotiations.

### Task 3. Document Preparation

We will prepare the following documents necessary for adoption of the Plan Amendment:

- Coos County Urban Renewal Plan Amendment
- Report on Coos County Urban Plan Amendment
- Coos County Urban Renewal Agency Report
- Coos County Planning Commission Report
- Taxing Jurisdictions Memorandum satisfying “consult and confer” responsibilities
- Coos County - County Commission Report
- Coos County Ordinance
- Notice for Open Public Meeting
- Notice for Planning Commission Meeting
- Notice for County Commission Meeting
- Notice of Adoption
- Letter of transmittal to County Assessor/Recorder

Preparation of an Urban Renewal Plan Amendment in accordance with requirements of ORS 457.085. Some of this information is boilerplate and required in all urban renewal plans. Other information is specific to the Area. The information specific to the Coos County Urban Renewal Plan is:

- Goals and Objectives for the Area. This would be based on the review of the projects and input of the city staff.
- Outline of Major Urban Renewal Activities (Projects and Programs).
- Relationship to Local Objectives (the documents to be reviewed are the Comprehensive Plan and relevant documents as identified by the Community Development Director. If an Economic Development Plan exists, it must also be reviewed).

The components of an urban renewal plan substantial amendment in accordance with ORS 457.085 (2) are:

- A description of each urban renewal project to be undertaken.
- An outline of the major project activities planned for the urban renewal area or areas.
- A map and legal description of the urban renewal area.

## Coos County Urban Renewal Plan Amendment and Report

- An explanation of how the plan relates to local objectives, such as relevant objectives of the comprehensive plan, and other pertinent local planning efforts.
- An indication of proposed land uses (which must conform to the comprehensive plan and zoning code).
- A description of relocation methods for residents or businesses that must move because of Agency projects
- If public acquisition of property is required by the plan, a description of property to be acquired by the Agency (if any) and how it will be disposed of (e.g. sale or lease), along with a schedule for acquisition and disposition.
- A limit on the maximum amount of indebtedness to be issued to carry out the plan.
- A description of what types of changes to the plan are to be considered substantial amendments. (see above)
- If the plan calls for the development of a public building (e.g. a fire station), an explanation of how the building serves or benefits the urban renewal area.

Preparation of a Report which accompanies the Urban Renewal Plan Amendment. The specific requirements of an urban renewal report are:

- A description of the physical, social and economic conditions within the urban renewal 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 area (or areas) was selected.
- The relationship between each urban renewal project and the conditions within the area.
- A relocation report which includes an analysis of businesses or residents that may be required to relocate and a description of the methods to be used in the relocation program; and an analysis (number and cost range) of the existing housing units that may be destroyed or altered and the housing units that may be added.
- The estimated costs of the projects and the sources of project funding.
- The completion date for each project.

- 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.
- A financial analysis that shows the plan to be financially feasible.
- An analysis of the impact on the tax rates and/or revenues of the taxing districts that overlap the urban renewal area; and
- A relocation report.

### **Port Responsibilities**

This work will involve coordination with Agency staff on identifying the blighting conditions, the projects and the portions of the projects which would be funded with urban renewal, specifying funding amounts and detailing the finance plan. It will also require working with staff to identify the existing conditions of the projects which are identified.

The Port, facilitating for the Coos County Urban Renewal Agency, will provide the following:

- Existing plans including the Coos County Comprehensive Plan, Coos County Economic Development Plan, Port Master Plan and any utility master plans that identify blighting conditions in the Area.
- Information on projects to be included in the Plan and on which projects they will want economic analyses completed.
- Information on potential development in Area which will increase the assessed value of the Area.
- Meeting space for all meetings and copying of documents for all meetings
- Costs for publishing notice for all meetings: open public meeting and planning commission meetings. Notice language provided by consultant.
- Preparation and mailing of super-notice required for a substantial amendment to an urban renewal plan and report. Notice language provided by consultant.
- Mailing of taxing jurisdictions notices. Notice prepared by consultant.
- Preparation of legal description for Area, if boundary changes.
- Recording of plan on adoption. Recording cover provided by consultant.

## Optional tasks

BergerABAM and BST Associates are members of the consultant team to specifically help us assist the Port in evaluating what potential projects would be most beneficial to achieving the urban renewal agency's economic development goals, and updating the cost estimates for these specific projects. The RFQ identifies various options for how BergerABAM and BST Associates could carry out this analysis, including:

- Option A: Review of previously completed Plan projects.
- Option B: Review of projects in the Plan but not yet completed.
- Option C: Review of projects outside of the Plan that are not yet completed, but recommended for inclusion through Plan amendment.

We do not see these options as mutually exclusive, but as potentially additive. In other words, there is no reason why the Port could not elect to proceed with all three options, which would most thoroughly evaluate all potential projects in the area including past successes, projects included in the Plan but not yet completed, and projects that are not a part of the Plan, but could potentially be added to most effectively help the Agency achieve its goals.

Regardless of whether the Port elects to proceed with multiple options, if the Port desires any significant analysis on potential changes to the project list, then that would require significant involvement of BergerABAM and BST Associates in the process identified as part of the base scope of work. In which case, key personnel for BergerABAM and BST Associates would participate in many of the meetings identified in the base scope of work for Elaine Howard Consulting, LLC.

Based on the prior experience of our team members in this area, we do believe that it makes sense to revisit the project list in some way. The Coos County Urban Renewal Plan for the North Spit (updated most recently in 2006) includes ten projects related to infrastructure needs for development, one land acquisition line item \$20 million, and plan administration costs, for a total plan estimating nearly \$50 million in projects in 2006 dollars. There is now an immediate need to update the plan prior to its 2018 sunset, and to consider a range of options (A, B, C) to direct the CCURA forward. Our read of the proposal is based on recent work in the Coos Bay area and for the Port, and our team member's prior work on the 2006 plan. Many things have changed over the past decade since the plan was adopted, including:



- Port purchase and rehabilitation of the 134-mile Coos Bay rail line, linking Coos Bay to west Eugene and the North American Class 1 freight rail system.
- Completion of the Trans Pacific Railway to serve the lower Coos Bay terminal site and other industrial site users (Roseburg Forest Products)
- LNG continues to be considered via the Jordan Cove Project.
- Completion of the Port's 2015 strategic business plan.

All of the momentum generated by these events will be used by team members to “hit the ground running” on this important plan update.

If the Port elected to proceed with any or all of the optional tasks, BergerABAM would attend all required meetings to help facilitate and inform the plan update, with a focus on project descriptions and planning-level cost estimates. BST Associates would also attend key project meetings to lend their expertise with port economic development issues.

### **Option A**

BergerABAM will review the previous Urban Renewal Plan and amendments (1986, 1998, 2000, 2006) and gather other existing data from the CCURA to build a list of all current and previously planned projects. In consultation with CCURA and other stakeholders, BergerABAM will identify projects that have been completed to date and a report will be prepared listing the projects, project descriptions, date of completion, intended purpose, final outcome, and final cost for each project.

### **Option B**

Building on the review of previous plans, a second detailed report will be prepared showing the projects that were previously planned but not completed by the CCURA. This report will list the projects, project descriptions, and the intended purpose and current status of each project. BergerABAM will review the original estimated durations and cost estimates and include in the report updated estimated durations and a list of project costs in today's dollars.

### **Option C**

Based on data collected and discussions with CCURA and other stakeholders, BergerABAM will identify and evaluate site-specific transportation access, utility, recreation, facilities, and other project opportunities and prepare a third report that

includes a list of recommended projects to be supported or completed by CCURA. This list may include projects that were previously recommended but not completed to date. The list will include the project identifier, project descriptions, and the intended purpose, estimated duration, and estimated cost for each project. Planning-level costs will be developed from similar past projects and industry estimating guides.

**Additional Option: Advisory Committee**

The scope of work described in the RFQ does not specifically mention any Advisory Committee or any other official stakeholder advisory group to provide input to this process. However, it is common practice for Plan Amendments to include the involvement of an Advisory Committee to solicit input from property owners, affected taxing districts, other key stakeholders and the general public.

These Advisory Committees typically require a series of four to five meetings to adequately evaluate the key aspects of an urban renewal plan amendment. Given the cost of travel time to and from Coos Bay, we have not built an Advisory Committee process into our base budget. However, if this is a service desired by the Agency, then we could provide an updated cost estimate to factor in this stakeholder involvement process.



## Timeline for Completing Scope of Work

We propose the following timeline for the work. We are able to begin work immediately upon contract execution.



The consultant team anticipates that the timeline associated with Options A, B, and C will be consistent with the graphic above, however, we anticipate that the level of effort required is likely to be different. Regardless of the number of options selected, the consultant team is confident that we can deliver a completed plan amendment ready for adoption within six months.

## Budget

We bill actual hours worked, this is not a flat fee contract. All expenses are billed at cost; mileage is billed at the federally established rate. The 2016 rate is 54 cents per mile.

If legal advice is needed, it will be considered an extra item and will be in addition to the proposed contract amount.

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.

### **Base Scope of Work: Plan Amendment**

Travel costs have a significant impact on the proposed budget for this project. Each trip to Coos County from the Portland area (where the majority of the consultant team personnel are based) requires 8 hours of round trip travel, plus mileage or airfare, plus food and lodging. This results in a cost of approximately \$1,500 to \$2,000 per person, per trip, depending on hourly billing rate.

Further negotiations between the consultant team and the Port may affect the number of in-person meetings required, or the number of personnel needed to attend those meetings, which would affect the overall budget estimate. Our proposal includes a minimum of five meetings:

- Project kickoff
- Work session with staff to finalize project list
- Urban Renewal Agency meeting
- Planning Commission meeting (held on same night as public Open House to reduce travel costs)
- County Commission hearing on the ordinance (first reading only)

Other potential meetings could include staffing a task force or other public involvement.

Given those assumptions on the number of and attendance at meetings, our estimated budget for the base scope of work is **\$51,700 (fifty-one thousand seven hundred)**, including \$11,340 for travel time and other expenses, and \$40,360 for the actual technical analysis, document production, and meeting attendance.

**Optional Tasks: A, B, and C**

The number of agency meetings and the open house remain unchanged for Options A, B and C. However, the number of staff attending those meetings would change if the Port elected to pursue one or more of these optional tasks. Thus, our budget for optional tasks A, B, and C includes a base fixed fee that would be incurred if any or all of the options are selected, as well as additive variable fees for each task. The variable fee would cover the additional project descriptions and planning-level cost estimating tasks as follows:

- Option A. Added fee to detail additional projects planned (up to 10), and completed by the CCURA above and beyond the base (10) project review, and update to project descriptions and planning-level cost estimates.
- Option B. Added fee to detail additional projects planned (up to 10), but not completed by the CCURA above and beyond the base (10) project review, and update to project descriptions and planning-level cost estimates.
- Option C. Add costs to detail additional new projects (up to 10), that may result from site visits, market and shipping data, the public, staff and agency input, above and beyond the base (10) project review, and update to project descriptions and planning-level cost estimates.

Based on these assumptions, we propose the following costs for each option that would be added to the base fee:

- **Fixed Fee: \$34,871 (thirty-four thousand eight hundred seventy-one)**, cost incurred if any options are selected. Note selecting multiple options does not multiply or otherwise affect this fixed fee.
- **Option A: \$9,628 (nine thousand six hundred twenty-eight)**
- **Option B: \$9,628 (nine thousand six hundred twenty-eight)**
- **Option C: \$18,575 (eighteen thousand five hundred seventy-five)**

## Resumes

Resumes for key personnel are included as an attachment to this proposal.