



**REGULAR MEETING AGENDA  
TOWN HALL  
June 7, 2022 – 6:00 p.m.**

**This meeting will be held electronically via Zoom. There are two ways to join the meeting:**

- 1. You can join the meeting with your computer or smartphone using the following link and password:**

Meeting ID: **817 5416 8350** | Password: **040316**

<https://us02web.zoom.us/j/81754168350?pwd=NUozZTZQekMvWGI4Y3NuTFdYN3l0QT09>

- 2. You can join the meeting by landline phone or mobile phone by dialing +1 (669) 900-6833 and using the following information:**

Meeting ID: **817 5416 8350** | Password: **040316**

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours in advance of the meeting to the City Recorder at 541-535-1566, ext. 1012.

TURA reserves the right to add or delete items as needed, change the order of the agenda, and discuss any other business deemed necessary at the time of the study session and/or meeting. Study Sessions, Regular and Special TURA meetings are being digitally recorded and will be available on the City website.

Anyone wishing to speak on an agenda item will be given an opportunity to speak once the chair calls for speakers. Public Comment Forms are located at the entrance to the meeting place. Anyone commenting on a subject not on the agenda will be called upon during the “Speakers Heard on Non-Agenda Items” section of the agenda. Comments pertaining to specific agenda items will be taken at the time the matter is discussed by the Board.

- 1. Call to Order/Roll Call**

- 2. Speakers Heard on Non-Agenda Items**

*Limited to 5 minutes or less per Board discretion*

- 3. Consent Agenda**

*The consent agenda consists of items of a repeating or routine nature considered under a single action. Any Board member may have an item on the consent agenda removed and considered separately on request.*

**3.1. Approval of Minutes from May 3, 2022 and May 11, 2022 .....**

- 4. Regular Session**

**4.1. Presentation from Salazar Architect, Inc on Gateway Master Planning .....**

**4.2. Presentation from Talent Maker City on Conceptual Design of New Maker Space .....**

**4.3. Schedule Special Session for mid-June to Consider Potential Future Work Plan .....**

**4.4. Consideration of Amendment I to Contract Elaine Howard Consulting, LLC .....**

- 4.5.    **Consideration of Contract AKS Engineering & Forestry for Boundary Survey Description for Potential Future Work Plan Area .....**
- 4.6.    **Public Hearing, Consideration of Resolution 22-1, Adopting the Fiscal Year 2022-2023 Budget for the Urban Renewal Agency of the City of Talent .....**
- 4.7.    **Consideration of Resolution 22-2, Authorized Bank Depositories and Signatories .....**
- 4.8.    **Board Direction on Future Agency Staffing and Implementation of Timelines Outlined within the Transition Plan .....**
- 4.9.    **Consideration of Intergovernmental Agreement (IGA) between the Urban Renewal Agency of the City of Talent and the City of Talent .....**
- 5.    **Items from Executive Director**
- 6.    **Items from Chair or Agency Members**
- 7.    **Adjournment**



**REGULAR MEETING MINUTES  
TOWN HALL  
May 3, 2022 — 6:20 p.m.**

*Study Session, Regular Council & TURA meetings are being digitally recorded  
and will be available on the City website.*

**1. Call to Order/Roll Call at 6:45 p.m.**

Members Present:	Members Absent:
Chair Ayers-Flood Vice-Chair Clark Member Byers Member Ponomareff Member Pastizzo Member Greider Member Paré-Miller	
Also Present:	
Jon Legarza, Executive Director	

**2. Speakers Heard on Non-Agenda Items**

None.

**3. Consent Agenda**

**3.1 Approval of Regular Session Minutes for April 5th, 2022**

Member Ponomareff inquired about Board Member Paré-Miller being listed as absent. Legarza clarified that Paré-Miller reached out to him to correct this prior to the meeting.

**Motion:** Member Byer moved to approve the consent agenda. The motion was seconded.

**Discussion:** None.

**Vote:** All ayes; motion carries.

**4. Regular Agenda**

**4.1 Discussion and Possible Direction on Talent Business Alliance Grant**

Staff Report – Executive Director

Legarza read the agenda report on the item.

Discussion:

- Ayers-Flood stated that she serves the Board of the Alliance that was formerly the Chamber of Commerce in Talent. Ayers-Flood clarified that the specific ask is for remodeling of their office located at the City of Talent, Town Hall. Chair Ayers-Flood discussed confusion within the Community surrounding conflicts of interests.
  - Ponomareff followed up to confirm that she reached out to the Ethics Commission to share and receive advice on the specific of the situation.

- Ayers-Flood followed up to state that she is excited about this potential work that would improve the Town Hall. Ayers-Flood shared the budget for the renovations, speaking about each item in the budget. Ponomareff and Ayers-Flood shared the growing interest in the Alliance within the Community.

**Motion:** Member Clark moved to direct Agency staff to award a one-time grant of \$7,000 to the Talent Business Alliance to fund the renovations and improvements at the Alliance's office, located at 206 E Main Street. The motion was seconded.

**Discussion:** Member Clark stated that he is enthusiastic to support the motion and is excited about the opportunities that the Alliance is creating within the Talent Community. Ayers-Flood stated that the Alliance is excited to support the needs of businesses within the Community, based on SOU survey data.

**Vote:** All ayes; motion carries.

#### **4.2 Discussion and Possible Direction on Transition Plan**

Staff Report – Executive Director

Legarza read the agenda report on the item.

Discussion:

- Member Ponomareff inquired about if the document is binding for the City.
- Chair-Ayers Flood inquired about the requirement to approve the document.
  - Legarza clarified that the document is a draft and chiefly informational.
- Member Ponomareff followed up with questions regarding the language of “draft” in the document and motion.
- Vice-Chair Clark thanked Legarza for including future potential roles in the document.
- Chair-Ayers-Flood thanked Legarza for the work and drafting of the plan.

#### **4.3 Discussion and Possible Scheduling of Future Study Sessions / Board Outreach Meetings**

Staff Report – Executive Director

Legarza read the agenda report on the item. Legarza suggested May 17<sup>th</sup>, 24<sup>th</sup>, or 31<sup>st</sup> on 5:30pm for future meetings.

Discussion:

- The Board of Directors and Legarza discussed scheduling. Legarza stated he will circulate a Doodle poll with the Board of Directors.
- Board Member inquired about the Fire District's inability to conduct Board Meetings via Zoom.
- Chair of JCFD5, Vikki Purslow, stated that the District did not conduct meetings via zoom during Covid-19 and only conducted telephonic meetings.
- Board Members discussed the District's inability to conduct Zoom meetings and offered solutions for future engagement.

### **5. Items from Executive Director**

Legarza provided an update on the Agency's activities, including the work plan development, community visioning sessions,

### **6. Items from Chair or Agency Members**

Member Ponomareff and Chair Ayers-Flood thanked Legarza for the visioning sessions. Chair Ayers-Flood requested a future executive session with the Agency's Attorney.

### **7. Adjournment at 7:31 p.m.**

Respectfully submitted by:

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Jon Legarza, Executive Director

*Note: These minutes and the entire agenda packet, including staff reports, referenced documents, resolutions and ordinances are posted on the City of Talent website ([www.cityoftalent.org](http://www.cityoftalent.org)) after each meeting. The minutes are not a verbatim record: the narrative has been condensed and paraphrased to reflect the discussions and decisions made.*

DRAFT



**SPECIAL MEETING MINUTES  
TOWN HALL  
May 11, 2022 — 4:30 p.m.**

*Study Session, Regular Council & TURA meetings are being digitally recorded  
and will be available on the City website.*

**1. Call to Order/Roll Call at 4:38 p.m.**

Members Present:	Members Absent:
Chair Ayers-Flood Vice-Chair Clark Member Byers Member Ponomareff Member Pastizzo Member Greider Member Paré-Miller	
Also Present:	
Jon Legarza, Executive Director	

**2. Executive Session**

The Agency's Board of Directors meet in executive session under the following provisions:

*ORS 192.660(2)(e) to conduct deliberations with persons designated by the governing body to negotiate real property transactions.*

*ORS 192.660(2)(f) to consider information or records that are exempt from disclosure by law, including written advice from your attorney.*

*ORS 192.660(2)(h) to consult with your attorney regarding your legal rights and duties in regard to current litigation or litigation that is more likely than not to be filed.*

**3. Adjournment at 6:10 p.m.**

Respectfully submitted by:

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Jon Legarza, Executive Director

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# AGENDA REPORT

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**Meeting Date:** June 7, 2022  
**Staff Recommendation:** None

**Primary Staff Contact:** Jon Legarza  
**Estimated Time:** 10 minutes

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## **ISSUE BEFORE THE BOARD**

Presentation from Salazar Architect, Inc on Gateway Master Planning

## **BACKGROUND**

For this Agenda item, the Board of Directors will receive an presentation form Salazar Architect, Inc. on the progress of the Gateway Master Planning project.

## **RECOMMENDATION**

None

## **RELATED POLICIES**

None

## **POTENTIAL MOTIONS**

Informational

## **ATTACHMENTS**

None



# AGENDA REPORT

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**Meeting Date:** June 7, 2022  
**Staff Recommendation:** None

**Primary Staff Contact:** Jon Legarza  
**Estimated Time:** 10 minutes

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## **ISSUE BEFORE THE BOARD**

Presentation from Talent Maker City on Conceptual Design of New Maker Space

## **BACKGROUND**

For this Agenda item, the Board of Directors will receive an presentation form Talent Maker City on the progress of the conceptual design of the future maker space location.

## **RECOMMENDATION**

None

## **RELATED POLICIES**

None

## **POTENTIAL MOTIONS**

Informational

## **ATTACHMENTS**

None





# AGENDA REPORT

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**Meeting Date:** June 7, 2022  
**Staff Recommendation:** None

**Primary Staff Contact:** Jon Legarza  
**Estimated Time:** 10 minutes

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## **ISSUE BEFORE THE BOARD**

Schedule Special Session for mid-June to Consider Potential Future Work Plan

## **BACKGROUND**

This agenda item is a placeholder to poll the Board of Directors for future dates and times for a potential TURA special session in mid-June.

## **RECOMMENDATION**

None

## **RELATED POLICIES**

None

## **POTENTIAL MOTIONS**

"I move to schedule a TURA special session for [insert date] at [insert time]."

## **ATTACHMENTS**

None



# AGENDA REPORT

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**Meeting Date:** June 7, 2022  
**Staff Recommendation:** None

**Primary Staff Contact:** Jon Legarza  
**Estimated Time:** 10 minutes

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## **ISSUE BEFORE THE BOARD**

Consideration of Amendment 1 to Contract Elaine Howard Consulting, LLC

## **BACKGROUND**

Before the Board of Directors is a proposed Amendment to the Agency's Contract with Elaine Howard Consulting, LLC. This Amendment would allow Elaine Howard Consulting, LLC to continue work on the development of a Talent Urban Renewal/Tax Increment Finance Plan and Report. Elaine Howard Consulting, LLC continues to provide guidance, advice, and expertise to the Agency throughout the development of its potential future work plan.

## **RECOMMENDATION**

None

## **RELATED POLICIES**

None

## **POTENTIAL MOTIONS**

"I move to approve Amendment 1 to the Contract with Elaine Howard Consulting, LLC."

## **ATTACHMENTS**

Proposed Amendment 1 to Contract

## **AMENDMENT 1 TO CONTRACT FOR PROFESSIONAL SERVICES**

THIS AMENDEMENT is entered into by and between the Talent Urban Renewal Agency, a special district of the State of Oregon, hereinafter called TURA, and Elaine Howard Consulting, hereinafter called Contractor.

### **Recitals:**

**WHEREAS**, TURA and Contractor entered into a contract for personal services for Contractor to develop a Talent Urban Renewal/Tax Increment Finance (UR/TIF) Plan and Report, dated November 3, 2021 (Agreement); and

**WHEREAS**, at the direction of the TURA, as evidenced in multiple meeting minutes, the Contractor continues to perform its scope of work related to the development of a Talent Urban Renewal/Tax Increment Finance Plan and Report; and

**WHEREAS**, TURA desires the Contractor to perform additional TIF forecasting to reflect current construction activity based on permit and adjusted long-term development potential based on the inventory of developable lots within Talent; and

**WHEREAS**, TURA desires the Contractor to update handouts illustrating impacts to taxing districts to reflect updated TIF forecasts and other known construction activity occurring countywide based on permit activity or perform additional analysis at the request of TURA; and

**WHEREAS**, TURA desires the Contractor to participate in meetings at the request of the Board of Directors or Agency staff throughout the development of the Talent Urban Renewal/Tax Increment Finance (UR/TIF) Plan and Report; and

**WHEREAS**, under the direction of the Agency, the Contractor has performed additional analysis, attended additional meetings, prepared additional presentations, and proactively responded to queries from the public and partner taxing districts throughout the development of the work plan;

**NOW THEREFORE**, due to the additional tasks assigned to the Contractor in relation to their and development of a Talent Urban Renewal/Tax Increment Finance Plan and, the Agency wishes to amend the Contractor's Agreement as follows:

### **Agreement:**

Section 2. Section 2, paragraph 1, of the Agreement is hereby amended as follows:

- a. The Compensation; Billing; Payment set forth in Section 1, paragraph 1, of the Agreement, is hereby amended to read:

“Agency shall pay Consultant an amount not to exceed \$69,640.00 for work performed and completed to Agency’s satisfaction in Exhibit A (original scope of work and proposal) and Exhibit B (amendment memo). Any amounts over \$69,640.00 shall be agreed to in writing by the Executive Director.”

b. Addition of Exhibit B to the Agreement

All unamended provisions of the Agreement shall remain in full force and effect.

The parties hereby agree to amend the provisions of the Agreement as provided above, effective as of June 7, 2022.

CONTRACTOR:

TURA:

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

## EXHIBIT B

### MEMO

TO: Jon Legarza, Executive Director Talent Urban Renewal Agency

FROM: Elaine Howard

RE: Contract Amendment

DATE: June 3, 2022

We have been notifying TURA that we have completed quite a bit of “out of scope” work on this contract. We are now asking for a contract amendment. After a Feasibility Study, we typically move smoothly into the Plan and Report preparation, but this has entailed much more work than that.

We have put together our hours worked on “out of scope” work. Nick typically does not attend any meetings in the Plan phase after a Feasibility Study, so any meetings attended by Nick have been “out of scope” work. Tiberius prepared the individual taxing district impact fact sheets, attended extra meetings and provided extra work on exception value. My firm completed the survey and provided three rounds of survey compilation, prepared extra power point presentations and attended extra meetings.

The cost for the “out of scope” tasks are shown below.

	Nick Popeunk	Ali Danko	Elaine Howard
Out of Scope to April 30, 2022	\$2,210	\$2,070	\$3,360

In addition, we have estimated the “new scope” work to complete the contract.

For Tiberius Solutions this entails:

**Task 1.** Update TIF forecast to reflect current construction activity based on permit and adjusted long-term development potential based on inventory of developable lots.

**Task 2.** Update handouts illustrating impacts to taxing districts to reflect updated TIF forecast and other known construction activity occurring countywide based on permit activity.

**Task 3.** Participation in up to four meetings with City staff to address unanticipated questions/concerns.

**Task 4.** Additional updates to the financial analysis. If the City decides to revise the financial forecast again (for example, amending the proposed boundary, delaying the timing of adoption, implementing voluntary revenue sharing, etc.), we will update the TIF forecast and impacts to taxing district handouts accordingly.

Note: budget estimate assumes all spatial analysis to be completed by City staff.

The hours associated with this work are shown below.

New Scope	Nick Popeunk	Ali Danko
Task 1	3	6
Task 2	3	8
Task 3	6	0
Task 4	4	8
Total	16	22
Cost	\$2,720	\$2,640

For Elaine Howard Consulting the “new” tasks are

**Task 1.** Meetings with taxing districts and TURA 4 hours

**Task 2.** Meet with Fire District in person

**Task 3.** Additional staff meetings for coordination to end of project

New Scope	Elaine Howard
Task 1	4
Task 2	10
Task 3	72
Total	86
Cost	\$18,060

The total requested changes are shown in the Table below.

	Nick	Ali	Elaine	Total Contract Amendment request
to date	\$2,210	\$2,070	\$ 3,360	
expected future tasks	\$2,720	\$2,640	\$18,060	
Total	\$4,930	\$4,710	\$21,420	\$31,060

In addition, we will make sure the City/TURA know what is “out of scope” work for the future.

## **TALENT URBAN RENEWAL AGENCY DIRECT CONTRACT FOR PERSONAL SERVICES**

THIS AGREEMENT is entered into by and between the Talent Urban Renewal Agency of the City of Talent, an agency of the State of Oregon, hereinafter called Agency, and Elaine Howard Consulting, hereinafter called Consultant;

WHEREAS, the Agency's Board of Urban Renewal Agency of the City of Talent is designed as the Local Contract Review Board for the Urban Renewal Agency of the City of Talent;

WHEREAS, during the October 5, 2021 Meeting of the Urban Renewal Agency of the City of Talent, the Board of Directors directed Agency staff to follow the Agency's procurement procedures to obtain professional services for the creation of a new urban renewal workplan;

WHEREAS, the Urban Renewal Agency's Public Contracting Rules, adopted February 15, 2005, permit the Agency to enter into a Personal Services contract directly with a provider if the contract consists of work that has been substantially described, planned, or otherwise previously studied in earlier contract with the provider;

WHEREAS, the Agency previously retained Services, on April 8, 2021, from the Consultant to conduct a feasibility study to determine if urban renewal is a viable tool for funding economic and housing development projects and programs in the City of Talent.

WHEREAS, the Consultant recently studied the feasibility of the creation of a new urban renewal plan area in the City of Talent over the burn area from the Almeda Fire.

WHEREAS, the Consultant has already worked with the Agency and the City of Talent related to its urban renewal programs and is aware of the needs related to those programs;

WHEREAS, selecting a new consultant would require the new consultant to become familiar with the projects and program, in order to perform similar work, likely requiring delays, additional costs to be incurred, and inefficient delivery of services;

WHEREAS, the Consultant's knowledge and experience will ensure there is continuity of service and efficient delivery of services to keep the study programs moving forward in a timely manner;



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WHEREAS, if the Agency were to utilize a quote or proposal process, it is very likely that Elaine Howard, LLC, would be the selected consultant. This is because Elaine Howard, LLC, is most familiar with the urban renewal programs of the City of Talent;

WHEREAS, it is in the public interest to enter into this direct contract for personal services;

NOW THEREFORE, the parties agree as follows:

- I. Services. Consultant agrees to perform the services set forth in the SCOPE OF WORK (Exhibit A) in this agreement, and any other related services as may be reasonably requested by Agency and agreed to in writing. Work to be completed shall be under the direction of the Executive Director.
- II. Compensation; Billing; Payment. Agency shall pay Consultant an amount not to exceed \$38,580.00 for work performed and completed to Agency's satisfaction in Exhibit A. Any amounts over \$38,580.00 shall be agreed to in writing by the Executive Director.

Payments shall be based on itemized monthly invoices that Consultant shall submit to the Agency on the 30<sup>th</sup> day of each month of the contract. Upon request, Consultant will provide the Executive Director with supporting documents and records evidencing the progress made on the project to date. Consultant shall not perform, and Agency shall not pay, for any Consultant services which are outside the Scope of Work described in Exhibit A of this Agreement unless Agency provides prior written consent for such work.

Payments. Agency will review Consultant's invoice and, if there are no disputes or disagreement with the invoice, Agency shall pay the invoice amount due within fifteen (15) days of invoice approval.

Expense Reimbursement. Agency shall reimburse Consultant for pre-approved expenses reasonably incurred by Consultant in furtherance of its work under this Agreement. No other reimbursements are contemplated under this Agreement. Consultant shall obtain Agency's written authorization prior to incurring any expenses. No such expense shall be reimbursed unless written authorization has been obtained from Agency. Consultant will provide appropriate documentation and receipts for expenditures when submitting requests for reimbursement.

- III. Independent Contractor. Consultant is an independent contractor for all purposes and is not entitled to any compensation or benefits other than the compensation provided for under this Agreement. While Agency reserves the right to set various work schedules and evaluate the quality of Consultant's completed work, Agency will not control the means and manner of Consultant's performance. Consultant is responsible for determining the appropriate means and manner of performing the work provided for under this Agreement. Consultant is responsible for all federal and state taxes applicable to any compensation paid to Consultant under this Agreement and will not have any amounts withheld by Agency to cover Consultant's tax obligations.
- IV. Federal Funds. If payment under this Agreement is to be charged against federal funds, Consultant certifies that Consultant is not currently employed by the federal government and the amount charged does not exceed Consultant's normal charge for the type of service provided.
- V. No Benefits. Consultant will not be eligible for any federal Social Security, unemployment insurance, Public Employees Retirement System benefits, or any insurance-related benefits from payments made pursuant to this Agreement, except as a self-employed individual.
- VI. Compliance with Laws. Consultant shall comply with all federal, state and local laws and ordinances applicable to the work done under this Agreement, including, without limitation, applicable provisions of the Oregon Public Contract Code including ORS 279B.020, 279B.220, 279B.230, and 279B.235.
- VII. No Subcontracts or Assignment. Consultant shall not subcontract, assign or transfer any work scheduled under this Agreement, except as authorized within the Scope of Work, without the prior written consent of the Agency, which may be withheld in the Agency's sole discretion. Notwithstanding Agency approval of a subcontractor, the Consultant shall remain obligated for full performance under this Agreement, and the Agency shall incur no obligation other than its obligations under this Agreement. The Consultant agrees that if subcontractors are employed in the performance of this Agreement, the Consultant and its subcontractors are subject to all requirements of this Agreement and Oregon law.
- VIII. Covenants. Consultant agrees to faithfully and diligently perform the duties required by this Agreement and will not engage in any activity that is or may be contrary to the welfare, interest, or benefit of the Agency.

IX. Termination. Either party may terminate this Agreement after fourteen (14) days written notice to the other party, with or without cause. The parties may also mutually agree to terminate this Agreement at any time. Upon termination, Consultant shall be entitled to payment in accordance with the terms of this Agreement for any work done pursuant to this Agreement that is completed and accepted before termination, less previous amounts paid and any disputed invoice amounts. Pursuant to this paragraph, Consultant shall submit an itemized invoice for all unreimbursed work done pursuant to this Agreement that is completed before termination, and all Agreement closeout costs actually incurred by Consultant. Agency shall not be liable for any costs invoiced later than thirty (30) days after termination unless Consultant can show good cause beyond its control for the delay.

X. Indemnification and Standard of Care.

Consultant agrees, to the fullest extent permitted by law, to indemnify, defend, and hold Agency harmless from any damage, liability or cost (including reasonable attorney fees and costs of defense) to the extent caused by Consultant's intentional or negligent acts, errors or omissions in the performance of this Agreement by Consultant or her employees, officers or agents. The standard of care applicable to Consultant's work will be the degree of skill and diligence normally employed by professional consultants performing the same or similar services. Consultant will re-perform any services not meeting this standard without additional compensation.

Agency agrees, to the fullest extent permitted by law, to indemnify, defend, and hold Consultant harmless from any damage, liability or cost (including reasonable attorney fees and costs of defense) to the extent caused by Agency's intentional or negligent acts, errors or omissions in the performance of this Agreement by Agency or its employees, officers or agents.

XI. Applicable Law. This Agreement shall be construed in accordance with Oregon law.

XII. Severability. If any part, term or clause of this Agreement is held by a court or arbitrator to be unenforceable, of no effect, or in conflict with any law, the validity of the remaining provisions and clauses shall not be affected and the rights and obligations of the parties shall be construed and in force as if the contract did not contain the particular part, term or clause held to be unenforceable.

- XIII. Entire Agreement. This Agreement represents the entire agreement between Agency and Consultant. No prior oral or written understanding shall be a force or effect with respect to any matters covered by the Agreement. This Agreement may not be amended except in a writing signed by both parties.
- XIV. Notices. Notices required to be given under this Agreement shall be in writing and personally delivered or sent by electronic mail to the parties as below.

CONSULTANT:

By:   
Elaine Howard  
Elaine Howard Consulting, LLC

Date: Oct 13, 2021

AGENCY:

By:   
Jon Legarza  
TURA

Date: November 3, 2021



# Talent Urban Renewal Plan and Report Scope of Work and Budget Exhibit A

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## Talent UR/TIF Plan and Report

### **Background**

The City of Talent (City) has requested a scope of work and budget to develop a Talent Urban Renewal/Tax Increment Finance (UR/TIF) Plan and Report.

The budget for the work is a not to exceed contract of \$38,500. This includes \$3,000 of contingency for changes to financial assumptions, extra meetings or different versions of assumptions for the UR/TIF Plan. The contingency is only accessed upon approval of the client. The virtual meetings with Talent allocated in the budget are outlined below. The work is to be performed by Elaine Howard Consulting, LLC and Tiberius Solutions LLC as a sub-contractor.

### **Scope of Work: Meetings and Public Involvement**

1. Staff kickoff meeting (1 phone meeting)
2. Project staff virtual meetings (8 meetings)
3. Documents to place on City website, City's public input consultant will translate to Spanish and review content.
  - Q and A on urban renewal
  - Q and A on the proposed boundary and timeline
  - List of proposed projects
  - Video on How UR Works
4. Briefing meetings with City Council/Agency (5 meetings not including those below)
5. Required public meetings for adoption of a new UR/TIF Plan
  - Talent Urban Renewal Agency (1 meeting)
  - Jackson County Commission (1 meeting)
  - Talent Planning Commission (1 meeting) – This is not a required public hearing, nor a land use action. However, we recommend the Planning Commission take testimony if people desire to provide testimony. Their specific role is to find the UR/TIF Plan in conformance with the comprehensive plan.
  - Talent City Council (1-2 meetings with notice to all citizens of Talent)

## **Scope of Work: Document Preparation**

### **1. Document Preparation/Deliverables for UR/TIF Plan**

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

- Talent UR/TIF Plan
- Talent UR/TIF Report
- Talent Urban Renewal Agency Report
- Talent Planning Commission Report
- Taxing Jurisdictions Memorandum (this doubles as the report for the Jackson County Commission)
- Talent City Council Report
- Talent City Council Ordinance
- Notice for Planning Commission Meeting
- Notice for City Council Meeting
- Notice of Adoption
- Letter of transmittal to County Assessor/Recorder
- We will provide City copies of our GIS shapefiles
- We will provide City a copy of our Excel financial spreadsheet

### **2. Preparation of a UR/TIF Plan in accordance with requirements of ORS 457.085.**

Some of this information is boilerplate and required in all UR/TIF plans. Other information is specific to the Area. The information specific to the Talent area is:

- Goals and Objectives for the Area.
- Outline of Major Activities (Projects and Programs).
- Relationship to Local Objectives (the documents to be reviewed are the Comprehensive Plan and relevant documents as identified by the City Manager. If an Economic Development Plan exists, it must also be reviewed).
- Decision on what types of amendments to designate in the plan.



## Talent UR/TIF Plan and Report

- Decision on whether to establish a duration of the plan.

The additional components of an UR/TIF Plan in accordance with ORS 457.085 (2) are:

- A description of each project to be undertaken.
- An outline of the major project activities planned for the area or areas.
- A map and legal description of the area. (legal description prepared either by Talent staff or by a firm contracted with by the city of Talent separate from this contract)
- 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)

## Talent UR/TIF Plan and Report

### 3. Preparation of a Report which accompanies the UR/TIF Plan. The specific requirements of a UR/TIF Report are:

- A description of the physical, social and economic conditions within the 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 area was selected.
- The relationship between each 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 area; and
- A relocation report.

Tiberius Solutions, LLC will perform the financial analysis portion of the Report, as a sub-consultant to our firm.

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## Talent UR/TIF Plan and Report

### City Responsibilities

The City of Talent will provide the following for the new UR/TIF Plan:

- Transmission to consultant of existing plans including the Transportation System Plan, Talent Comprehensive Plan, Talent Economic Development Plan, if applicable, any applicable master plans that identify blighting conditions in the Area.
- Confirmation of boundary.
- Information on projects to be included in the Plan including provision of project descriptions and rough cost estimates, with consultant assistance.
- 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 the city council meeting to review and vote on a new UR/TIF Plan and Report (utility bills is most cost effective). Notice language provided by consultant.
- Printing and mailing or e mailing of taxing jurisdictions letters. Letter and contact information prepared by consultant.
- Preparation of legal description for Area. (There will be a cost for this item. The city will contract with a different consultant to prepare the legal description)
- Publish notice of adoption.
- Record plan on adoption. Recording cover letter provided by consultant.
- Transmit Plan to Assessor. Transmittal memo provided by consultant.
- Transmittal to Assessor. Transmittal memo provided by consultant.

### **Timeline for Completing Scope of Work**

We propose the following timeline for the work. We will begin work immediately upon contract execution. Timeline shown in graphic in Exhibit 1.

October	Agency meeting: Finalize boundary, begin discussions of potential projects in Plan
November	Agency meeting: Review projects in context of financial capacity Prepare materials for public review - boundary, Q and A, projects and financial information
December	Agency meeting: Analyze public input and present to Agency
January	Agency meeting: Draft UR/TIF Plan for Agency to review
February	Agency meeting: Final UR/TIF Plan for Agency to review
March	Agency Meeting - review UR/TIF Plan and send out for public review
April/May	Consult and Confer with taxing districts and Jackson County briefing Consult and confer is a required 45 day timeline.
May	Planning Commission meeting
June	City Council hearing and vote on UR/TIF Plan (may need 2 meetings, depending on vote)
July	If positive City Council vote, UR/TIF Plan is in effect

### **Budget**

- There is a contingency of \$3,000. This will only be accessed on approval by client.
- If legal advice is needed, it will be considered an extra item and will be in addition to the proposed contract amount. We do not anticipate a need for additional legal counsel advice unless you want legal review on our end for the enacting Agency ordinance. We will not incur any expenses on legal advice without prior written approval of client by issuance of a Change Order.
- If additional meetings or work items are requested, they will be billed at actual time and expenses and will be in addition to the proposed contract amount.

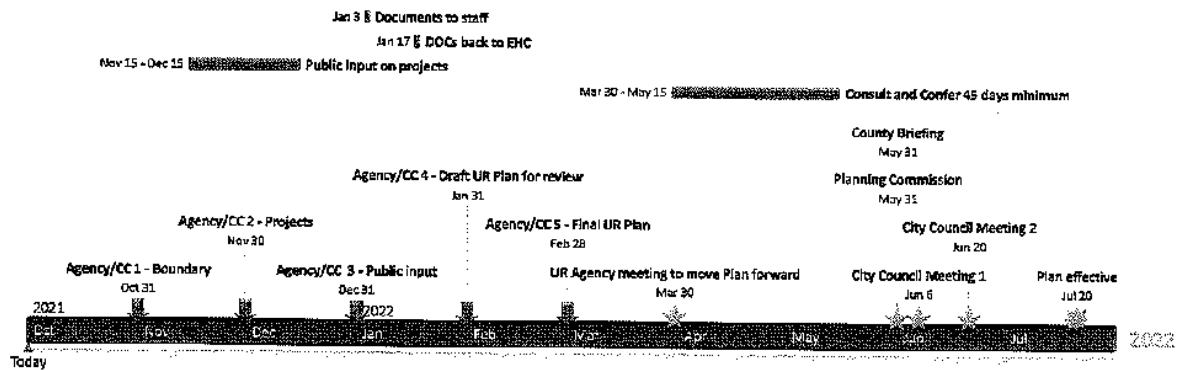
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## Talent UR/TIF Plan and Report

Elaine Howard Consulting, LLC	\$ 25,470
Tiberius Solutions, LLC	\$ 10,110
Contingency	\$ 3,000
Total Contract	\$ 38,580

Talent UR/TIF Plan and Report  
Exhibit 1 - Timeline

Talent Plan Timeline - Tax Roll from Jan 2021 values – First TIF in FY 2023-2024





# AGENDA REPORT

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**Meeting Date:** June 7, 2022  
**Staff Recommendation:** None

**Primary Staff Contact:** Jon Legarza  
**Estimated Time:** 10 minutes

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## **ISSUE BEFORE THE BOARD**

Consideration of Contract AKS Engineering & Forestry, LLC for Boundary Survey Description for Potential Future Work Plan Area

## **BACKGROUND**

Before the Board of Directors is a potential contract with AKS Engineering & Forestry, LLC to provide a Boundary Description for the potential future work plan area. This work is necessary as part of the preparation of the text within a potential future work plan. AKS Engineering & Forestry, LLC will provide legal descriptions and exhibit maps for the URA boundary. This work will be completed virtually and does not include field surveying, which is not necessary to complete the legal description and exhibit maps.

## **RECOMMENDATION**

None

## **RELATED POLICIES**

None

## **POTENTIAL MOTIONS**

"I move the approve the contract with AKS Engineering & Forestry, LLC for a boundary survey for a potential future work plan area."

## **ATTACHMENTS**

Proposed Contract with AKS Engineering & Forestry

## **TALENT URBAN RENEWAL AGENCY CONTRACT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is entered into by and between the the Urban Renewal Agency of the City of Talent, an Oregon quasi-municipal corporation established under ORS Chapter 457 and duly activated by the City, hereinafter called Agency, and AKS Engineering & Forestry, LLC, hereinafter called Consultant.

WHEREAS, Agency has need for the services of a consultant with the specific training, ability, knowledge, and experience possessed by Consultant to provide surveying services for a potential future work plan area boundary, including the preparation of a legal description and exhibit map;

NOW THEREFORE, the parties agree as follows:

- I. Services. Consultant agrees to perform the services set forth in the SCOPE OF WORK (Exhibit A) in this agreement, and any other related services as may be reasonably requested by Agency and agreed to in writing. Work to be completed shall be under the direction of the Executive Director.
- II. Compensation; Billing; Payment. Agency shall pay Consultant an amount not to exceed \$9,000.00 for work performed and completed to Agency's satisfaction in Exhibit A. Any amounts over \$9,000.00 shall be agreed to in writing by the Executive Director.

Payments shall be based on itemized monthly invoices that Consultant shall submit to the Agency on the 30<sup>th</sup> day of each month of the contract. Upon request, Consultant will provide the Executive Director with supporting documents and records evidencing the progress made on the project to date. Consultant shall not perform, and Agency shall not pay, for any Consultant services which are outside the Scope of Work described in Exhibit A of this Agreement unless Agency provides prior written consent for such work.

Payments. Agency will review Consultant's invoice and, if there are no disputes or disagreement with the invoice, Agency shall pay the invoice amount due within fifteen (15) days of invoice approval.

Expense Reimbursement. Agency shall reimburse Consultant for pre-approved expenses reasonably incurred by Consultant in furtherance of its work under this Agreement. No other reimbursements are contemplated under this Agreement. Consultant shall obtain Agency's



written authorization prior to incurring any expenses. No such expense shall be reimbursed unless written authorization has been obtained from the Agency. Consultant will provide appropriate documentation and receipts for expenditures when submitting requests for reimbursement.

- III. Independent Contractor. Consultant is an independent contractor for all purposes and is not entitled to any compensation or benefits other than the compensation provided for under this Agreement. While Agency reserves the right to set various work schedules and evaluate the quality of Consultant's completed work, Agency will not control the means and manner of Consultant's performance. Consultant is responsible for determining the appropriate means and manner of performing the work provided for under this Agreement. Consultant is responsible for all federal and state taxes applicable to any compensation paid to Consultant under this Agreement and will not have any amounts withheld by Agency to cover Consultant's tax obligations.
- IV. Federal Funds. If payment under this Agreement is to be charged against federal funds, Consultant certifies that Consultant is not currently employed by the federal government and the amount charged does not exceed Consultant's normal charge for the type of service provided.
- V. No Benefits. Consultant will not be eligible for any federal Social Security, unemployment insurance, Public Employees Retirement System benefits, or any insurance-related benefits from payments made pursuant to this Agreement, except as a self-employed individual.
- VI. Compliance with Laws. Consultant shall comply with all federal, state and local laws and ordinances applicable to the work done under this Agreement, including, without limitation, applicable provisions of the Oregon Public Contract Code including ORS 279B.020, 279B.220, 279B.230, and 279B.235.
- VII. No Subcontracts or Assignment. Consultant shall not subcontract, assign or transfer any work scheduled under this Agreement, except as authorized within the Scope of Work, without the prior written consent of the Agency, which may be withheld in the Agency's sole discretion. Notwithstanding Agency approval of a subcontractor, the Consultant shall remain obligated for full performance under this Agreement, and the Agency shall incur no obligation other than its obligations under this Agreement. The Consultant agrees that if subcontractors are employed in the performance of this Agreement, the Consultant and its subcontractors are subject to all requirements of this Agreement and Oregon law.

- VIII. Covenants. Consultant agrees to faithfully and diligently perform the duties required by this Agreement and will not engage in any activity that is or may be contrary to the welfare, interest, or benefit of the Agency.
- IX. Termination. Either party may terminate this Agreement after fourteen (14) days written notice to the other party, with or without cause. The parties may also mutually agree to terminate this Agreement at any time. Upon termination, Consultant shall be entitled to payment in accordance with the terms of this Agreement for any work done pursuant to this Agreement that is completed and accepted before termination, less previous amounts paid and any disputed invoice amounts. Pursuant to this paragraph, Consultant shall submit an itemized invoice for all unreimbursed work done pursuant to this Agreement that is completed before termination, and all Agreement closeout costs actually incurred by Consultant. Agency shall not be liable for any costs invoiced later than thirty (30) days after termination unless the Consultant can show good cause beyond its control for the delay.
- X. Indemnification and Standard of Care. Consultant agrees, to the fullest extent permitted by law, to indemnify, defend, and hold Agency harmless from any damage, liability or cost (including reasonable attorney fees and costs of defense) to the extent caused by Consultant's intentional or negligent acts, errors or omissions in the performance of this Agreement by Consultant or her employees, officers or agents. The standard of care applicable to Consultant's work will be the degree of skill and diligence normally employed by professional consultants performing the same or similar services. Consultant will re-perform any services not meeting this standard without additional compensation.
- XI. Agency agrees, to the fullest extent permitted by law, to indemnify, defend, and hold Consultant harmless from any damage, liability or cost (including reasonable attorney fees and costs of defense) to the extent caused by Agency's intentional or negligent acts, errors or omissions in the performance of this Agreement by Agency or its employees, officers or agents.
- XII. Applicable Law. This Agreement shall be construed in accordance with Oregon law.
- XIII. Severability. If any part, term or clause of this Agreement is held by a court or arbitrator to be unenforceable, of no effect, or in conflict with any law, the validity of the remaining provisions and clauses shall not be affected and the rights and

obligations of the parties shall be construed and in force as if the contract did not contain the particular part, term or clause held to be unenforceable.

- XIV. Entire Agreement. This Agreement represents the entire agreement between Agency and Consultant. No prior oral or written understanding shall be a force or effect with respect to any matters covered by the Agreement. This Agreement may not be amended except in a writing signed by both parties.
- XV. Notices. Notices required to be given under this Agreement shall be in writing and personally delivered or sent by electronic mail to the parties as below.

CONSULTANT:

AGENCY:

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

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

Name: \_\_\_\_\_  
AKS Engineering & Forestry, LLC

Name: \_\_\_\_\_  
Executive Director

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

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



June 06, 2022

Urban Renewal Agency of the City of Talent  
Attn: Jon Legarza  
110 East Main Street  
Talent, OR 97540  
Phone: 541-535-1566  
Email: jon@talenturbanrenewal.com

**Re: PROPOSAL TO PROVIDE SURVEYING SERVICES FOR THE CITY OF TALENT URBAN RENEWAL  
AREA BOUNDARY PROJECT, JACKSON COUNTY, OREGON**

Dear Mr. Legarza,

Attached is our proposal to provide surveying services for the above URA project. We will do our best to perform our services in a timely manner to help ensure a successful project for all parties involved.

We look forward to working with you on this project. If you have any questions, please contact me using the information in my signature.

Sincerely,  
***AKS Engineering & Forestry, LLC***

A handwritten signature in blue ink that reads 'Mike Kalina'. The signature is fluid and cursive, with the first name 'Mike' and last name 'Kalina' clearly distinguishable.

Mike Kalina, PLS  
12965 SW Herman Road, Suite 100 | Tualatin, OR 97062  
(503) 563-6151 | mikek@aks-eng.com

## **LETTER OF AGREEMENT FOR PROFESSIONAL SERVICES**

This agreement is made between **Urban Renewal Agency of the City of Talent (Client)** and **AKS Engineering & Forestry, LLC (AKS)** to provide surveying services, including preparing legal descriptions and exhibit maps for the URA boundary project located in the City of Talent, Jackson County, Oregon. See attached "Exhibit A" for the approximate limits of work.

The Client authorizes AKS to provide surveying services, acting as an independent consultant for this project as individually named. The scope of work and fees are as follows.

### **SCOPE OF WORK**

The following list of items are services AKS will be responsible for completing. All work outlined below will be performed by or under the direct supervision of a licensed Professional Land Surveyor (PLS).

#### **Surveying Services**

AKS will perform the following services, see attached Exhibit 'A' for the proposed URA boundary:

- Survey, tax map, and deed research
- Prepare a legal description for the new URA boundary
- Submit legal description to Jackson County assessor's office for review
- Prepare exhibit maps corresponding to the legal description
- Address/update the legal description based on any comments by the Department of Revenue

### **ESTIMATED FEES**

Surveying Services ..... **\$9,000**

#### **Assumptions**

- Assumes necessary title information can be obtained without title company fees
- Revisions due to modifications will be billed based on time and materials.
- Excludes field surveying
- Excludes preparing boundary change application

#### **Basis of Fees and Billing**

In consideration for performing said services, the Client agrees to compensate AKS based on established hourly rates.

**Exclusions**

Services that do not fall within the scope of work are excluded from this estimate. See attached "General Provisions."



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**AKS Engineering & Forestry, LLC**

Date April 20, 2022

AKS Engineering & Forestry, LLC  
12965 SW Herman Road  
Tualatin, OR 97062

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Client

Date \_\_\_\_\_

Urban Renewal Agency of the City of Talent  
110 East Main Street  
Talent, OR 97540



# AKS Engineering & Forestry LLC

## Billing Rates – Effective 2/1/2022

	<u>Hourly rate</u>
Principal/Sr. Project Manager	\$195
QA/QC Reviewer	\$195
Project Manager	\$185
Sr. Project Engineer	\$170
Project Engineer	\$150
Engineering Designer	\$125
Engineering CAD Technician	\$110
Project Surveyor	\$160
Surveyor	\$135
Survey CAD Technician	\$110
One-person survey crew w/ vehicle & equipment	\$150
One-person survey crew w/ vehicle & equipment - BOLI	\$165
Two-person survey crew w/ vehicle & equipment	\$220
Two-person survey crew – BOLI prevailing wage	\$255
Laser scanning survey crew w/vehicle & equipment	\$200
Laser scanning survey crew w/vehicle & equipment - BOLI	\$220
Drone one-person field crew	\$180
Drone one-person field crew – BOLI prevailing wage	\$200
Drone Specialist - office	\$120
LiDAR one-person field crew	\$200
LiDAR one-person field crew – BOLI prevailing wage	\$220
LiDAR Specialist – office	\$120
Sr. Landscape Architect	\$140
Landscape Architect	\$115
Sr. Land Use Planner	\$175
Land Use Planner	\$140
Planning Technician/Graphic Design Specialist	\$110
Construction Manager/Owners Representative	\$165
Construction Inspector	\$125
Sr. Natural Resources Manager	\$170
Natural Resources Specialist	\$130
Natural Resources Technician	\$110
Sr. Certified Arborist	\$160
Certified Arborist	\$130
Sr. Forest Engineer	\$160
Forest Engineering Technician	\$130
Sr. Forester	\$160
Forester Technician	\$110
GIS Specialist	\$110
Technical Editor	\$100
Project Assistant/Clerical	\$75

### **Non-salary costs (reimbursables)**

Subcontractors and Subconsultants	cost + 10%
Application/Permit Fees	cost + 10%
Mileage (current federally allowed rate)	\$0.585/mile
Technical Supplies	cost + 10%
Postage/Shipping	cost + 10%
Commercial Copies	cost + 10%
Commercial Deliveries	cost + 10%
Per Diem	Standard rates apply

AKS does not have an additional charge or multiplier for overtime. Field equipment (survey instruments, vehicles, etc.), computer hardware, and computer software (AutoCAD licenses, etc.) are included in the labor rate.

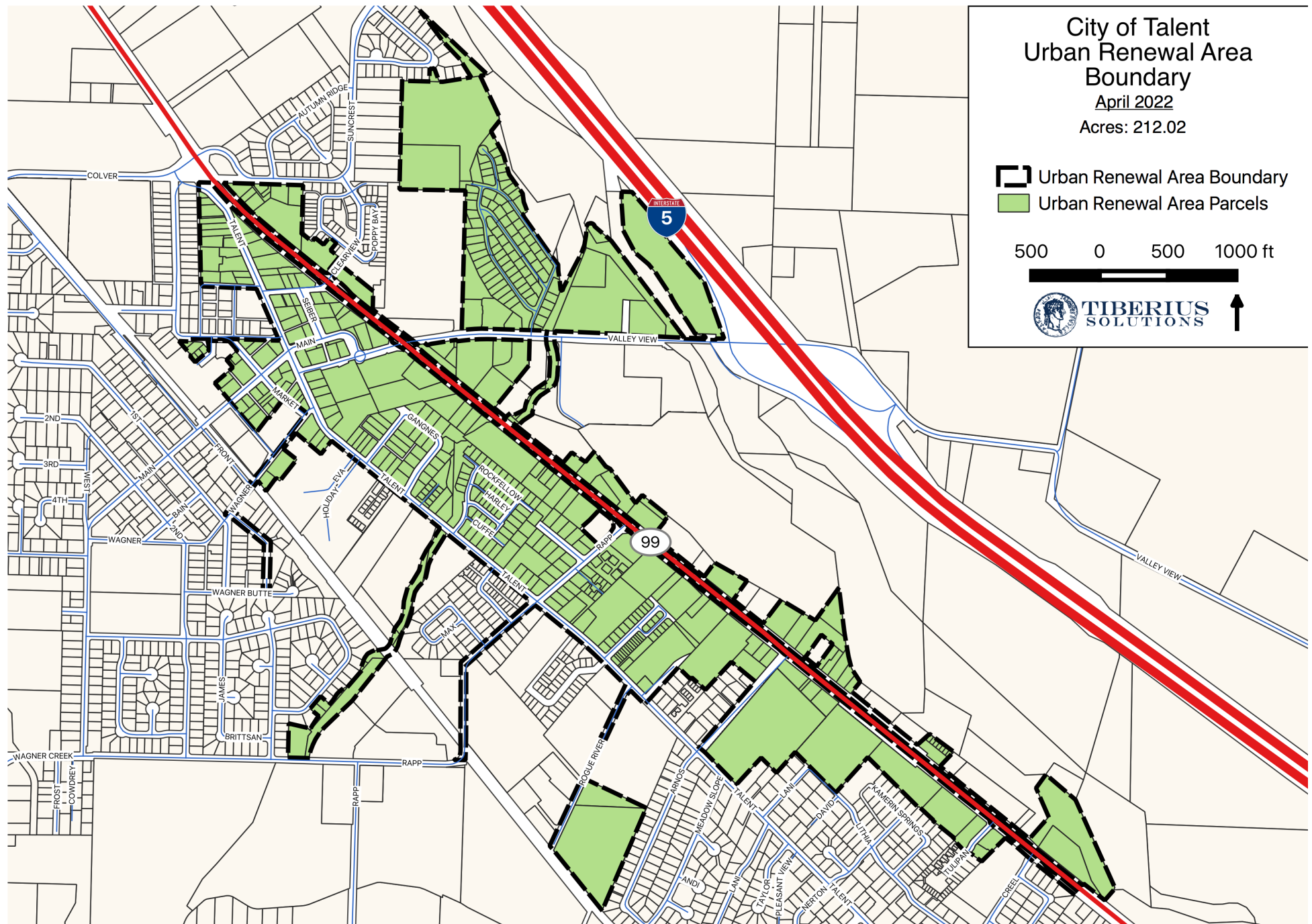


## **EXHIBIT A:**

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Limits of Work





## GENERAL PROVISIONS

1. **Expenses:** AKS Engineering & Forestry, LLC's ("AKS") reimbursable expenses shall be those expenses incurred directly for a project, including but not limited to services provided by outside consultants or contractors, transportation costs, meals, lodging, computer services, printing, permit fees, in-house deliveries, clerical, and binding charges. Client shall pay for such expenses on the basis of actual costs (if incurred through an outside vendor) plus 10%, or at AKS's regular rates at the time the cost is incurred.
2. **AKS's Fees / Fee Estimates:** Unless otherwise agreed in writing: (a) charges for AKS's services will be billed per AKS's rate schedule in effect at the time services are performed; (b) services include, without limitation, all office time, field time, meetings, phone calls, travel time, and all other time incurred for a project; (c) AKS bills in 15-minute increments; (d) AKS bills for travel time door-to-door at its regular rates; (e) AKS's rates may be adjusted from time to time, without notice; and (f) AKS does not warrant that actual fees and expenses will not vary from estimates.
3. **Payment:** AKS will issue invoices approximately monthly. Invoices are due and payable on receipt. All amounts more than 30 days past due will be subject to finance charges. Finance charges are computed at a rate of 1.5% per month, unless such rate exceeds the maximum amount allowed by law, in which case the finance charge will equal the maximum rate allowed by law. If Client disputes any portion of an invoice, Client must notify AKS of the dispute in writing within 30 days of the invoice date. The notice must state the disputed amount and basis for dispute. Client hereby waives the right to dispute an invoice more than 30 days after an invoice's date, and/or if Client fails to provide the required notice.
4. **Failure to Pay:** Failure to timely pay any amount due to AKS is a material breach of this Agreement and, in the case of late payment, AKS may, in its sole discretion, suspend or terminate service and all other obligations under this contract and/or under any other contract between AKS and Client (and/or between AKS and any other client subject to control by Client or any of Client's principals). If any payment is not timely made, AKS may withhold plans, documents, and information (whether such documents and/or information was prepared under this contract, another contract between AKS and Client, or a contract between AKS and another client subject to control by Client or one of Client's principals). If AKS suspends or terminates work due to Client's non-payment, AKS may require an additional "start-up fee" to re-start work, even if Client cures all past defaults. These remedies are in addition to any others available to AKS at law or in equity.
5. **Additional Charges:** If AKS performs any work pursuant to a lump sum agreement, AKS reserves the right to charge additional amounts (and client shall timely pay such extra amounts) when: (a) AKS provides any services not specified in the agreement; (b) unforeseen or differing conditions modify the scope of work anticipated by AKS; (c) any law, ordinance, regulation or similar item changes after the date of the agreement and such change requires AKS to re-perform any work; and (d) delay or other conduct by others impact AKS's services; and/or (e) any other circumstance justifies an equitable adjustment to the contract price. Unless otherwise agreed, additional charges shall be at AKS's standard rates.
6. **Cost Estimates:** Any construction or development cost estimates provided by AKS are only estimates. AKS has no control over market conditions or bidding procedures. AKS cannot warrant that bids or actual costs will not vary from estimates. AKS will not be liable to Client for any inaccurate cost estimates, and Client assumes all risks associated with construction and development cost estimates that AKS provides to Client.
7. **Standard of Care:** AKS shall only be responsible to the level of competency and the standards of care and skill maintained by similarly licensed professionals providing similar services on projects of similar type, size and scope as a subject project, in the locale where the subject project is located, at the time that AKS provides services. *AKS shall not be liable to Client for any standard of care higher than such standard.*
8. **Termination:** Without any liability to the other party, either Client or AKS may terminate this Agreement for any reason by giving 30 days written notice to the other party. In such event, Client shall immediately pay AKS in full for all work performed prior to the effective date of termination. AKS need not give 30-days' notice if the reason for termination is client's non-payment.
9. **Limitation of Liability:** In recognition of the fees charged by AKS, and the relative risks, rewards, and benefits of the project to AKS and Client, Client agrees that AKS's liability to Client relating to this Agreement and the services that AKS performs hereunder, for any cause or combination of causes, under any theory of law, including tort (including negligence), contract or otherwise, shall be limited, in the aggregate, to the **lesser** of: (a) the amount of the fee received by AKS in connection with the project; and (b) the remaining insurance coverage available to AKS (after deduction of any costs, claim payments or other amounts that may have reduced policy limits). Client hereby expressly waives all claims of every nature against AKS that exceed these liability limitations. Client had the opportunity to negotiate a higher limitation for a higher fee.
10. **Release of Individuals:** No member, employee or other representative of AKS shall have any personal liability to Client for any act or omission, whether based on a claim of negligence or any other tort, or otherwise, arising out of or relating to this Agreement or the services that AKS performs hereunder, and Client hereby releases all such individuals from all claims of every nature.
11. **Consequential Damage Waiver:** AKS and Client hereby waive all claims against each other for indirect and consequential damages that arise in any manner out of this Agreement or the services performed hereunder. This mutual waiver includes a release of all claims for consequential damages, whether based in tort, contract or otherwise, and includes, without limitation, a release of claims for economic losses such as rental expenses, losses of use, income, profit, financing, business and reputation, and for loss of management or productivity.
12. **Enforceability:** If any provision contained in this Agreement (or any portion thereof) is held to be unenforceable by a court of competent jurisdiction, the remaining provisions contained herein (and all parts thereof) shall remain unimpaired, in full force and effect. Each clause shall be enforced to the greatest extent not prohibited by law and shall be modified to enforce the expressed intent to the greatest extent allowed.
13. **Assignment:** This Agreement is not assignable by Client without the written consent of AKS.
14. **Access; Client Cooperation:** Client represents and warrants that it has unrestricted access to the site, and that AKS has access to the site, to the same degree as Client. Client shall cooperate with AKS and timely provide AKS information that AKS requests.
15. **Work Product:** Calculations, drawings, and specifications prepared pursuant to this Agreement ("Work Product"), in any form, are instruments of professional service intended for one-time use by Client only, for this project only. Work Product is and shall remain the property of AKS and its consultants. Client may not use any Work Product on other projects without AKS's express written permission. Client shall not obtain the right to use the Work Product, even for one-time use on this project, unless all amounts due to AKS are paid in full. If Client is in possession of any Work Product and has not paid any amount due to AKS, AKS may demand return of the Work Product, and may specifically enforce Client's obligation to return the Work Product. Client agrees that AKS shall not have waived its rights in any Work Product by virtue of submission to a public body, by dissemination of Work Product without copyright designations or via any other conduct other than a written waiver signed by AKS.
- 15.1: If Client uses any Work Product without retaining AKS for any portion of the project (including construction phase) or any other project, then Client releases AKS and AKS's consultant(s) from all claims and causes of action that relate in any manner to the project and the Work Product. Client recognizes, acknowledges and agrees that the design for a project can be a work in progress and that changes occur and information becomes available, even during construction, and that, unless AKS can stay involved in the project through completion, AKS should be relieved of liability associated with the services it provided for the project. Client agrees to indemnify and hold AKS harmless from and against any claims, demands, damages and amounts of every nature, to the extent caused by Client's use of the Work Product (or Client's allowing someone else to use the Work Product) without the involvement

of AKS. If this Agreement is terminated prior to completion of the project, for any reason other than AKS's termination as a result of Client's breach, then Client may continue to use the Work Product prepared by AKS prior to the date of termination, pursuant to the license granted herein, but only if: (a) Client pays AKS all amounts due to AKS; (b) Client removes all indicia of AKS's involvement in the Project from such documents, including title blocks and stamps; (c) Client retains another licensed design professional to review, approve and assume all responsibility for all design documents (the new design professional shall stamp the Work Product and, if anything has been submitted to a jurisdiction prior to termination, then the new design professional shall notify the jurisdiction that the new design professional is the new design professional of record).

**15.2:** If Client makes, authorizes or consents to changes to any Work Product, and such changes are not approved in writing by AKS, then such changes and the results thereof are not the responsibility of AKS. In that case, Client releases AKS from any liability arising from construction, use or result of such changes, and Client shall indemnify, defend and hold AKS harmless from and against any liabilities, costs, damages, demands, claims or other amounts to the extent caused by such changes.

**15.3:** AKS's deliverables only include printed paper copies or PDF's of Work Product. If AKS chooses, in its sole discretion, to produce any native editable design documents (such as CADD, REVIT or Word files), then Client agrees not to distribute such editable documents to any other person without AKS's express written consent, which consent AKS may withhold in its discretion.

**16. Indemnity:** Client hereby agrees to defend, indemnify and hold AKS (and each of AKS's owners, employees and agents) harmless from any claim, demand, loss, damages and/or liability, including reasonable attorneys' fees, to the extent such arises out of any acts by the Client, its agents, staff, and/or other consultants or contractors that act at Client's direction.

**17. Work of Others:** Client agrees that AKS shall not be responsible or liable for any work performed or services provided by anyone other than AKS and/or AKS's direct employees. If AKS assists Client with the coordination of other contractors and/or design professional and/or consultants, and/or AKS arranges for the provision of services by others, such coordination and/or other efforts is done as a convenience to Client and does not make AKS liable for the services provided by others. Client understands and expressly acknowledges that AKS does not provide geotechnical engineering, safety, traffic engineering, structural engineering, or electrical engineering services. Client acknowledges that AKS does not assume responsibility and agrees that AKS shall have no liability for determining, supervising, implementing or controlling the means, methods, technique, sequencing or procedures of construction, or monitoring, evaluating or reporting job conditions that relate to health, safety or welfare.

**18. All Terms Material; Negotiation; Construction:** All provisions herein are material to AKS's agreement to provide services and were expressly negotiated by the parties. Client had the opportunity to negotiate each term hereof and waives any argument that this Agreement should be construed against the drafter.

**19. Authorization to Proceed:** Any request by Client for AKS to proceed with work shall constitute an express acceptance of all terms to this Agreement, including these General Provisions.

**20. Law/Venue:** All claims that relate to this Agreement or the services provided hereunder shall be subject to Oregon law, and any litigation shall be filed in Multnomah County, Oregon, except: (a) if any case involves a lien claim that must be litigated elsewhere as a matter of law, all issues may be litigated in the same forum as the lien foreclosure; and (b) if all work performed hereunder occurred in Washington, disputes shall be subject to Washington law and litigation shall be filed in Clark County, Washington.

**21. Mediation:** Client agrees to mediate any dispute between AKS and Client, at AKS's request. The parties shall equally share the costs of mediation.

**22. Notice of Claims:** Client shall provide AKS immediate written notice of any facts that could potentially result in any potential claim against AKS. *As a condition precedent to any recovery from AKS, Client shall give AKS written notice of any claim or facts that could result in a claim not later than ten (10) days after the date of the occurrence of the event causing the potential claim. Client's failure to provide such notice shall constitute waiver of such claim.*

**23. No Third-Party Beneficiaries:** Client and AKS are the only beneficiaries of this Agreement; no term herein is intended to benefit any third party.

**24. Time Limitation/Accrual:** Any claim or cause of action by Client against AKS arising out of or relating to this Agreement or the services performed hereunder (under any theory of law) must be initiated within two (2) years of the *earlier* of the date: (a) of AKS's last invoice; (b) of substantial completion; (c) of abandonment; (d) that Client knew or should have known of the damages claimed; and (e) that Client knew or should have known the facts giving rise to the claim. For purposes of this provision, AKS statements shall not constitute invoices; the "last invoice" shall be the last invoice that reflects new charges not previously charged for base contract work. A signed certificate of substantial completion shall be conclusive evidence of the date of substantial completion. If no certificate of substantial completion is executed, substantial completion shall be the earliest of the date that (a) the project is fit for its intended purpose; (b) the project is utilized for its intended purpose; and (c) a certificate of occupancy (permanent or temporary) is issued for any portion of the Project.

**25. Integration; Amendments:** This Agreement represents the entire and integrated agreement between Client and AKS, and supersedes all prior and contemporaneous negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the party against which such amendment is asserted.

**26. Binding Nature; Survival:** This Agreement shall be binding on the parties and their respective successors, heirs and permitted assigns. Each of Client's principals agrees to be bound by the terms hereof, to the same extent as Client. Any clauses intended to survive termination or expiration of this Agreement (including without limitation indemnity, waivers, limitations, and dispute resolution clauses) shall survive termination or expiration.

**27. Waiver:** No failure on the part of either party to exercise its rights under this Agreement shall be considered a waiver, release or relinquishment of any rights or powers conferred under this Agreement.

**28. Unmanned Aerial Systems (UAS):** AKS may utilize UAS to compile aerial photography of the project site before, during, and after construction. Client hereby grants AKS permission to operate the UAS over the project site. Client represents that all persons, vessels, vehicles, and structures related to the project are considered participants consenting to be involved with any UAS operations by AKS, and that Client has authority to grant these rights and to make these representations. Client shall defend, indemnify and hold AKS harmless from any breach of these representations, and from any claims or demands against AKS arising from any allegation of trespass, non-consent, or any other issues arising out of AKS's UAS operations (except to the extent that AKS causes property damage or personal injury that arises out of AKS's negligence).

**29. Electronic Media:** Client may only rely on printed Work Product, with AKS's wet stamp. Any files provided to Client in electronic format are for convenience only and should not be relied upon as final documents. Any use of electronic files shall be at the user's sole risk. AKS makes no representation as to the accuracy or completeness of electronic documents, or as to the compatibility, usability or readability of such files.

**30. Court Materials:** If AKS receives a subpoena or is otherwise required to produce documents, provide testimony, or otherwise get involved in a court case that relates to your project (and to which AKS is not a party), the Client will pay all time and costs incurred for such matters at AKS' current staff billing rates.



## AGENDA REPORT

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**Meeting Date:** June 7, 2022  
**Staff Recommendation:** None

**Primary Staff Contact:** Jon Legarza  
**Estimated Time:** 10 minutes

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### **ISSUE BEFORE THE BOARD**

Public Hearing, Consideration of Resolution 22-1, Adopting the Fiscal Year 2022-2023 Budget for the Urban Renewal Agency of the City of Talent

### **BACKGROUND**

On May 3, 2022, the Urban Renewal Agency of the City of Talent Budget Committee approved the Proposed Budget for the Fiscal Year 2022-2023. The budget now comes before the TURA Board for adoption in Resolution 22-1, as required by state law.

The Agency's Board of Directors must open and close a public hearing for this agenda item.

### **RECOMMENDATION**

None

### **RELATED POLICIES**

None

### **POTENTIAL MOTIONS**

"I move to adopt Resolution 22-1, a Resolution of the Urban Renewal Agency of the City of Talent adopting the fiscal year 2022-2023 budget."

### **ATTACHMENTS**

Resolution 22-1

UR-1

FY 22-23 Approved Budget



## RESOLUTION 22-1

### **A RESOLUTION OF THE URBAN RENEWAL AGENCY OF THE CITY OF TALENT ADOPTING THE FISCAL YEAR 2022-2023 BUDGET**

#### **RESOLUTION ADOPTING THE BUDGET**

BE IT RESOLVED that the Urban Renewal Agency of the City of Talent hereby adopts the budget for the fiscal year 2022-2023 in the sum of **\$2,474,500**. The budget is now on file at [talenturbanrenewal.com](http://talenturbanrenewal.com).

#### **RESOLUTION MAKING APPROPRIATIONS**

BE IT RESOLVED that the amounts for the fiscal year beginning July 1, 2022, and for the purposes shown below are hereby appropriated as follows:

##### **CAPITAL PROJECT FUND**

Personnel Service	\$ 0
Materials and Services	\$ 323,000
Capital Outlay	\$ 1,025,000
Short Term Debt Service Borrowing Reserve	\$ 700,000
Contingency	\$ 426,500
Total Capital Projects Fund	\$ 2,474,500

##### **DEBT SERVICE FUND**

Debt Service	\$ 0
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##### **SUMMARY**

<b>Total Appropriations, All Funds</b>	<b>\$ 2,474,500</b>
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The above resolution statement was approved and declared adopted on this 7th day of June, 2022 by the following vote:

Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_ Absent: \_\_\_\_\_ Abstain: \_\_\_\_\_

Signed by me in authentication of its adoption and passage by the Urban Renewal Agency of the City of Talent this 7th day of June, 2022.

\_\_\_\_\_  
**Darby Ayers-Flood, Chair**

ATTEST: \_\_\_\_\_  
**Agency's Executive Director**

**FORM UR-1****NOTICE OF BUDGET HEARING**

A public meeting of the Talent Urban Renewal Agency will be held on June 7, 2022 at 6:00 pm via Zoom webinar at <https://us02web.zoom.us/j/81754168350>. The purpose of this meeting is to discuss the budget for the fiscal year beginning July 1, 2022 as approved by the Talent Urban Renewal Budget Committee. A summary of the budget is presented below. A copy of the budget may be inspected or obtained online at [www.talenturbanrenewal.com](http://www.talenturbanrenewal.com). This budget is for an annual budget period. This budget was prepared on a basis of accounting that is the same as used the preceding year.

Contact: Executive Director

Telephone: 541-535-1566

Email: [info@talenturbanrenewal.com](mailto:info@talenturbanrenewal.com)

<b>FINANCIAL SUMMARY - RESOURCES</b>			
<b>TOTAL OF ALL FUNDS</b>	Actual Amount 2020-21	Adopted Budget This Year 21-22	Approved Budget Next Year 22-23
Beginning Fund Balance/Net Working Capital	2,394,512	2,000,000	2,200,000
Federal, State and All Other Grants	288,500	2,000,000	250,000
Revenue from Bonds and Other Debt	0	700,000	0
Interfund Transfers	0	0	0
All Other Resources Except Division of Tax & Special Levy	19,558	9,500	9,500
Revenue from Division of Tax	83,267	0	15,000
Revenue from Special Levy	0	0	0
<b>Total Resources</b>	<b>2,785,837</b>	<b>4,709,500</b>	<b>2,474,500</b>

<b>FINANCIAL SUMMARY - REQUIREMENTS BY OBJECT CLASSIFICATION</b>			
Personnel Services	0	0	0
Materials and Services	143,624	323,500	323,000
Capital Outlay	112,950	2,684,000	1,025,000
Debt Service	0	0	0
Interfund Transfers	0	0	0
Contingencies	2,529,263	1,682,000	426,500
All Other Expenditures and Requirements	0	20,000	0
Unappropriated Ending Fund Balance and Reserved for Future Expenditure	0	0	700,000
<b>Total Requirements</b>	<b>2,785,837</b>	<b>4,709,500</b>	<b>2,474,500</b>

<b>FINANCIAL SUMMARY-REQUIREMENTS AND FULL-TIME EQUIVALENT EMPLOYEES (FTE) BY ORGANIZATIONAL UNIT OR PROGRAM *</b>			
<b>Name</b> of Organizational Unit or Program			
<b>FTE</b> for that unit or program			
Non-Departmental / Non-Program			
FTE	0	0	0
<b>Total Requirements</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total FTE</b>	<b>0</b>	<b>0</b>	<b>0</b>

<b>STATEMENT OF CHANGES IN ACTIVITIES and SOURCES OF FINANCING *</b>
The Agency's maximum indebtedness is reached and will no longer collect tax increment or special levy taxes.

<b>STATEMENT OF INDEBTEDNESS</b>		
LONG TERM DEBT	Estimated Debt Outstanding July 1	Estimated Debt Authorized, But Not Incurred on July 1
General Obligation Bonds	\$0	\$0
Other Bonds	\$0	\$0
Other Borrowings	\$0	\$0
<b>Total</b>	<b>\$0</b>	<b>\$0</b>

\* If more space is needed to complete any section of this form, insert lines (rows) on this sheet or add sheets. You may delete unused lines.

**TALENT URBAN RENEWAL AGENCY  
CAPITAL PROJECTS FUND**

Actual FY2019-20	Actual FY2020-21	Adopted FY2021-22	REVENUES	Proposed FY2022-23	Approved FY2022-23	Adopted FY2022-23
13,176	2,394,512	2,000,000	FUND BALANCE	2,200,000	2,200,000	-
-	83,267	-	DELINQUENT PROPERTY TAX & INTEREST	15,000	15,000	-
27,726	288,500	2,000,000	DONATIONS/GRANTS/REIMBURSEMENTS	250,000	250,000	-
-	1,215	-	OTHER MISC INCOME	-	-	-
-	-	-	TRANSFER IN FOR CONTRACT OBLIGATIONS	-	-	-
-	-	700,000	SHORT TERM BORROWING	-	-	-
-	-	-	LONG TERM BOND PROCEEDS	-	-	-
-	18,343	9,500	INTEREST INCOME	9,500	9,500	-
<b>40,902</b>	<b>2,785,837</b>	<b>4,709,500</b>	<b>TOTAL REVENUES &amp; OTHER RESOURCES</b>	<b>2,474,500</b>	<b>2,474,500</b>	<b>-</b>

Actual FY2019-20	Actual FY2020-21	Adopted FY2021-22	EXPENDITURES	Proposed FY2022-23	Approved FY2022-23	Adopted FY2022-23
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**PERSONNEL SERVICES**

-	-	-	WAGES	-	-	-
-	-	-	PAYROLL TAXES	-	-	-
-	-	-	BENEFITS	-	-	-
<b>-</b>	<b>-</b>	<b>-</b>	<b>TOTAL PERSONNEL SERVICES</b>	<b>-</b>	<b>-</b>	<b>-</b>

**MATERIALS & SERVICES**

98,768	93,500	125,000	ADMINISTRATIVE SERVICES	150,000	150,000	-
4,298	9,209	8,000	SUPPLIES INSURANCE AND OFFICE	12,500	12,500	-
-	-	-	TRAVEL AND TRAINING	5,000	5,000	-
8,975	3,750	10,000	AUDITOR	10,000	10,000	-
-	-	-	ENGINEER	-	-	-
4,261	23,125	25,000	LEGAL	25,000	25,000	-
1,861	1,875	10,500	MISCELLANEOUS AND CPA	10,500	10,500	-
-	825	20,000	COMMUNITY ENGAGEMENT	20,000	20,000	-
-	-	65,000	GRANT CONSULTANT AND ANALYST	65,000	65,000	-
-	11,340	50,000	UR CONSULTANT AND ANALYST	25,000	25,000	-
-	-	10,000	MISCELLANEOUS CITY ADMINISTRATIVE	-	-	-
<b>118,163</b>	<b>143,624</b>	<b>323,500</b>	<b>TOTAL MATERIALS &amp; SERVICES</b>	<b>323,000</b>	<b>323,000</b>	<b>-</b>

**CAPITAL OUTLAY**

-	-	-	LAND ACQUISITION	500,000	500,000	-
-	-	100,000	GRANT PROGRAMS	100,000	100,000	-
5,000	-	-	REHABILITATION GRANTS	-	-	-
580	1,708	10,000	102 HOME STREET	5,000	5,000	-
(320)	-	4,000	CAPITAL MAINTENANCE	-	-	-
-	-	-	WEST VALLEY VIEW IMPROVEMENTS	250,000	250,000	-
-	-	-	TALENT AVENUE & E MAIN STREET IMPROV.	50,000	50,000	-
27,390	111,242	2,500,000	GATEWAY PROJECT	100,000	100,000	-
2,637	-	20,000	TOWN HALL RENOVATION MASTER PLAN DEV.	20,000	20,000	-
-	-	50,000	MISC IMPROVEMENT PROJECTS	-	-	-
<b>35,288</b>	<b>112,950</b>	<b>2,684,000</b>	<b>TOTAL CAPITAL OUTLAY</b>	<b>1,025,000</b>	<b>1,025,000</b>	<b>-</b>

**DEBT SERVICE**

-	-	20,000	SHORT TERM BORROWING COSTS	-	-	-
-	-	-	SHORT TERM INTEREST	-	-	-
-	-	-	SHORT TERM PRINCIPAL	-	-	-
-	-	-	SHORT TERM BORROWING RESERVE	700,000	700,000	-
<b>-</b>	<b>-</b>	<b>20,000</b>	<b>TOTAL DEBT SERVICE</b>	<b>700,000</b>	<b>700,000</b>	<b>-</b>

**UNALLOCATED FUNDS**

-	2,529,263	1,682,000	CONTINGENCY	426,500	426,500	-
(112,549)	-	-	UNAPPROPRIATED ENDING FUND BALANCE	-	-	-
<b>(112,549)</b>	<b>2,529,263</b>	<b>1,682,000</b>	<b>TOTAL UNALLOCATED FUNDS</b>	<b>426,500</b>	<b>426,500</b>	<b>-</b>

<b>40,902</b>	<b>2,785,837</b>	<b>4,709,500</b>	<b>Total Capital Projects Revenues</b>	<b>2,474,500</b>	<b>2,474,500</b>	<b>-</b>
<b>40,902</b>	<b>2,785,837</b>	<b>4,709,500</b>	<b>Total Capital Projects Expenditures</b>	<b>2,474,500</b>	<b>2,474,500</b>	<b>-</b>

**TALENT URBAN RENEWAL AGENCY  
DEBT SERVICE FUND**

Actual FY2019-20	Actual FY2020-21	Adopted FY2021-22	REVENUES	Proposed FY2022-23	Approved FY2022-23	Adopted FY2022-23
875,332	-	-	FUND BALANCE - COMMITTED	-	-	-
21,984	-	-	PROPERTY TAX	-	-	-
371	-	-	PROPERTY TAX INTEREST	-	-	-
5,270	-	-	OTHER MISC INCOME	-	-	-
42,761	-	-	INTEREST INCOME	-	-	-
<b>945,718</b>	-	-	<b>TOTAL REVENUES &amp; OTHER RESOURCES</b>	-	-	-

**DEBT SERVICE FUND**

Actual FY2019-20	Actual FY2020-21	Adopted FY2021-22	EXPENDITURES	Proposed FY2022-23	Approved FY2022-23	Adopted FY2022-23
<b>DEBT SERVICE</b>						
-	-	-	12 BOND PRINCIPAL	-	-	-
-	-	-	12 BOND INTEREST	-	-	-
-	-	-	16 BOND PRINCIPAL (To City of Talent)	-	-	-
-	-	-	16 BOND INTEREST (To City of Talent)	-	-	-
-	-	-	BORROWING COSTS	-	-	-
-	-	-	PRINCIPAL SHORT TERM BORROWING	-	-	-
-	-	-	INTEREST SHORT TERM BORROWING	-	-	-
-	-	-	TRANS OUT FOR CONTRACT OBLIGATIONS	-	-	-
-	-	-	<b>TOTAL DEBT SERVICE</b>	-	-	-
<b>RESERVE</b>						
-	-	-	12 BOND RESERVE	-	-	-
945,718	-	-	RESTRICTED FOR DEBT SERVICE	-	-	-
<b>945,718</b>	-	-	<b>TOTAL DEBT RESERVE BALANCE</b>	-	-	-
<b>945,718</b>	-	-	<b>Total Debt Service Revenues</b>	-	-	-
<b>945,718</b>	-	-	<b>Total Debt Service Expenditures</b>	-	-	-





# AGENDA REPORT

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**Meeting Date:** June 7, 2022  
**Staff Recommendation:** None

**Primary Staff Contact:** Jon Legarza  
**Estimated Time:** 10 minutes

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## **ISSUE BEFORE THE BOARD**

Consideration of Resolution 22-2, Authorized Bank Depositories and Signatories

## **BACKGROUND**

In accordance with the change in Agency administration, the Board of Directors will consider the adoption of Resolution 22-2, authorizing the Agency's future Executive Director, Chair, and Vice-Chair to be authorized depositories and signatures on TURA's banking accounts.

## **RECOMMENDATION**

None

## **RELATED POLICIES**

None

## **POTENTIAL MOTIONS**

"I move to adopt Resolution 22-2, a Resolution of the Urban Renewal Agency of the City of Talent authorizing bank depositories and signatories"

## **ATTACHMENTS**

Resolution 22-2



## RESOLUTION 22-2

### **A RESOLUTION OF THE URBAN RENEWAL AGENCY OF THE CITY OF TALENT AUTHORIZING BANK DEPOSITORIES and SIGNATORIES**

#### **RESOLUTION NO. 22-2**

BE IT RESOLVED that the Board of Directors of the Urban Renewal Agency of the City of Talent hereby authorizes the following bank depositories and signatories, effective June 8, 2022:

#### **Banking Account**

Authorized Signers:                      Jordan Rooklyn, Executive Director  
  
    Darby Ayers-Flood, Chair  
  
    Jason Clark, Vice-Chair

#### **Local Government Investment Pool (LGIP)**

Authorized Signers:                      Jordan Rooklyn, Executive Director  
  
    Darby Ayers-Flood, Chair  
  
    Jason Clark, Vice-Chair

The above resolution statement was approved and declared adopted on this 7th day of June, 2022 by the following vote:

Ayes: \_\_\_\_\_                      Nays: \_\_\_\_\_                      Absent: \_\_\_\_\_                      Abstain: \_\_\_\_\_

Signed by me in authentication of its adoption and passage by the Urban Renewal Agency of the City of Talent this 7th day of June, 2022.

\_\_\_\_\_  
**Darby Ayers-Flood, Chair**

ATTEST: \_\_\_\_\_  
**Agency's Executive Director**



# AGENDA REPORT

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**Meeting Date:** June 7, 2022  
**Staff Recommendation:** None

**Primary Staff Contact:** Jon Legarza  
**Estimated Time:** 10 minutes

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## ISSUE BEFORE THE BOARD

Board Direction on Future Agency Staffing and Implementation of Timelines Outlined within the Transition Plan

## BACKGROUND

During the April 5th, 2022 Urban Renewal Agency meeting, the Agency's Board of Directors discusses potential future Agency staffing. Following this discussion, Healthy Sustainable Communities authored a 17-page, in-depth transition plan for the Agency's Board of Directors to review that was shared during the May 3rd, 2022 Board of Directors Meeting.

Ultimately, the Urban Renewal Agency of the City of Talent has grown the scope of its activities and projects over the past two years. Following the Alameda Fire, the Agency quickly worked to further infrastructure on the Gateway project while bolstering economic growth and activity within its work plan area by bringing more than 150 residents to Talent. Today, along with many other activities and projects, the Agency is actively exploring a potential future work plan area that could help bolster long-term economic growth and recovery within the Talent Community. In order to ensure continuity of projects and activities during the transition period between current and future Agency personnel, the transition plan aims to serve as a quick reference point that summarizes the Agency's current projects and activities. More specifically, the plan provides an introduction and overview of the Agency, details current Agency activities, outlines key software providers and support personnel, surveys ongoing Agency grants, details a transition timeline, and discusses future Agency operation considerations. Together, this document aims to serve as an important reference document for both its Board of Directors and future Agency personnel. Healthy Sustainable Communities has created this document to foster a healthy, sustainable transition between current and future Agency personnel with the aim of building momentum and progress on the Agency's expansive scope of projects and activities.

During the previous meeting, the Board of Directors have requested that this document return to the agenda where the Board could consider adopting the transitional plan. Within this agenda item, Agency staff would like to provide the Agency's Board of Directors with time to communicate the Board's priorities, goals, and upcoming project timelines for the future Fiscal Year.

**RECOMMENDATION**

None

**RELATED POLICIES**

None

**POTENTIAL MOTIONS**

"I move to adopt the transition plan as prepared by Healthy Sustainable Communities."

**ATTACHMENTS**

Transition Plan

# **URBAN RENEWAL AGENCY OF THE CITY OF TALENT**

## **TRANSITION PLAN FOR FISCAL YEAR END 2021-2022**

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### **EXECUTIVE SUMMARY**

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The Urban Renewal Agency of the City of Talent has grown the scope of its activities and projects over the past two years. Following the Alameda Fire, the Agency quickly worked to further infrastructure on the Gateway project while bolstering economic growth and activity within its work plan area by bringing more than 150 residents to Talent. Today, along with many other activities and projects, the Agency is actively exploring a potential future work plan area that could help bolster long-term economic growth and recovery within the Talent Community. In order to ensure continuity of projects and activities during the transition period between current and future Agency personnel, this document aims to serve as a quick reference point that summarizes the Agency's current projects and activities. More specifically, this document provides an introduction and overview of the Agency, details current Agency activities, outlines key software providers and support personnel, surveys ongoing Agency grants, details a transition timeline, and discusses future Agency operation considerations. Together, this document aims to serve as an important reference document for both its Board of Directors and future Agency personnel. Healthy Sustainable Communities has created this document to foster a healthy, sustainable transition between current and future Agency personnel with the aim of building momentum and progress on the Agency's expansive scope of projects and activities.

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## **HEALTHY SUSTAINABLE COMMUNITIES**

### **URBAN RENEWAL AGENCY OF THE CITY OF TALENT**

#### **TRANSITION PLAN FOR FISCAL YEAR END 2021-2022**

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### **INTRODUCTION**

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The Board of Directors transferred the day-to-day administration of the Urban Renewal Agency to Healthy Sustainable Communities in April 2020. Since this transition, the Agency has continued to further the aims and objectives of its work plan while leveraging significant sums of philanthropic and nonprofit funding to help bring residents back to Talent following the Almeda Fire. The Board of Directors and City Council are currently considering a proposed new work plan that could help the Talent Community continue its long-term recovery by investing in housing, infrastructure, and emergency preparedness within Talent for years to come.

Within early 2020, the Gateway Project was the key focus of the Agency. After launching a new, accessible website to communicate Agency activities clearly, the Agency bolstered its relationships and connections with affordable housing builders and funders across the State of Oregon. This effort raised awareness of the Gateway Project and Talent's ongoing commitment to bolster housing production and access for all income levels throughout its small Community. Simultaneously, the Agency continued to work closely with Walker Macy, who oversaw the original visioning session on the Gateway Project, to obtain more detailed cost estimates and densification scenarios for the Gateway Project to ensure that potential builders had accurate cost information when considering the development of the Gateway.



But in September 2020, tragedy struck the Talent Community. The Almeda Fire spread throughout much of the City, destroying more than 700 homes and 100 businesses – many within the confines of the work plan. And within only the first meeting of the Board of Directors following the Almeda Fire, the Agency quickly jumped into action and provided staff direction to develop a temporary shelter concept plan for the Gateway Site. Within the same period, Walker Macy provided pro-bono and at-cost help to establish this transitional plan to present to the Board of Directors and the City. The plans were ready for City review within less than one month following the Fire with the underlying aim to bring more than 53 families back home, advance infrastructure on the Gateway Site, and bolster economic growth and vitality within the work plan area.



The transitional to permanent housing plan for the Gateway Site was developed in collaboration with local, regional, and state partners throughout the public meeting process. Talent's commitment to rebuilding stronger together reflects this effort to public engagement and collaboration. After developing a conceptual plan for the Gateway transitional project, the Agency competitively applied for numerous grant programs and solicited grant funding from government, nonprofit, and philanthropic organizations. Ultimately, the Agency received more than \$2.25 million in grant and ultra-low interest loan funding to move forward with the Gateway transitional housing project, paving the way forward on a community vision for the Site while bringing residents back home to Talent – bolstering the economic vitality of the fire-impacted downtown corridor of the Community.

Following the City of Talent's approval of the temporary emergency accommodations permit for the Gateway Site, the Agency quickly realized the project's construction with a local, women-owned contractor, completing the project on time for the Community. Currently, the Gateway Site homes more than 159 individuals and has a long waiting list of more than 59 applicants waiting to return to Talent.



Ultimately, through listening to the Community's visions and needs, the Agency delivered a project that is now home to families displaced by the Almeda Fire.



The Gateway Project now houses 159 individuals and requires in-depth coordination across a wide range of partners to continue to respond to the Site's current residents' and the Community's long-term needs. As such, the Agency plays an active role in managing the Gateway asset, ensuring that it promotes economic vitality within the Talent Community and is well-positioned for future, long-term, attainable housing construction.

Additionally, the Agency continues to actively apply for large swaths of competitive grant funding rounds to help improve infrastructure and the economic vitality of the Gateway Project and other projects within the boundaries of its work plan. Over the past two years, the Agency has applied for more than twenty grants and programs, bringing in more than \$1 million in funding commitments to continue the Agency's activities and meet its work plan goals. Today, the Agency continues to apply and draft new grant applications to help property owners within the work plan area and continue moving forward with the Gateway project for long-term development.

Following the completion of construction on the Gateway Site and ongoing conversations with property owners within the original concept area Gateway, the Agency's Board of Directors contracted with Salazar Architect to oversee master visioning sessions for the larger fire-impacted Gateway to Talent area. This larger area includes the wider areas between the 99 corridors and Talent Avenue – reflecting the original vision of the Gateway Project, including Talent Irrigation District property within the larger visioning area. This larger area, including many parcels originally proposed in 2016 and early-2017, was previously abandoned by the Agency after it could not purchase the Talent Irrigation Property within downtown Talent. Through the revitalization large-scale visioning project, the Agency aims to breathe new life in the downtown corridor and continue to build on the strong relationships it has developed relationships with adjacent property owners over the past two years.

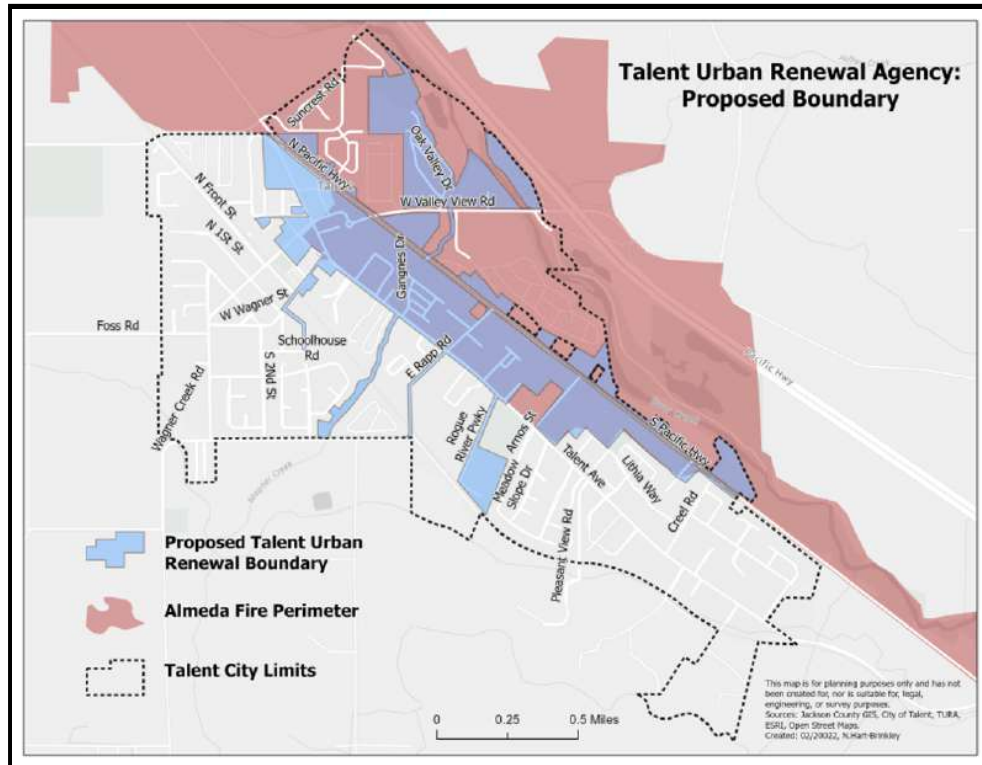
Over the past two years, the Agency's online presence also grew, clearly communicating Agency activities online to Talent community members and those spread across the nation. Since the Agency's new website launch, it has attracted more than 12,000 page views and 5,500 unique visitors to learn more about the Agency's projects and activities – bolstering the public's awareness of the Agency's ongoing and potential future projects. On its website, the Agency also launched the first online grant applications for Talent



businesses and community members to apply for, focused on providing beautification grants and food truck location grants. These grant programs have attracted more than 30 applicants, providing outreach and engagement with community members and businesses within the work plan area that was previously not engaged with Agency activities and projects.

In addition to these ongoing projects and activities, the Agency continues to undertake regular administrative activities to ensure it meets its administrative requirements. These activities include but are not limited to: holding regular Board Meetings, drafting and publishing meeting agendas, meeting minute drafting, meeting audio processing, yearly audit formalities, processing public records requests, overseeing Agency accounting, communication with Board Members, grant monitoring, grant administration, partner coordination meetings, contractor monitoring, and multilingual public outreach and advertising of Agency activities and projects. These ongoing Agency administrative activities have significantly grown in scope and time over the past two years due to the widening scope of projects and activities that the Agency is currently undertaking within the Talent Community.

The Agency has also continued to build on its momentum and is working with an experienced urban renewal consultant team to consider a new work plan that could help provide funds that benefit Talent's long-term recovery. Unlike other urban renewal plans within the Rogue Valley, the Agency's plan is expired and no longer collecting tax revenue, leaving the Talent Community with very few tools to jumpstart recovery within its burn scar area. Following the Almeda Fire, the urban renewal consultant reached out to all fire impacted municipalities across the state to explain how this tool could help realize long-term recovery and reduce blight within these disaster-impacted areas. Talent answered this call and will continue to work with the consultant to learn how urban renewal can help Talent recover.



Over the past two years, the Agency has played an important role in Talent's recovery efforts while strategically advancing the goals set out within its work plan. Healthy Sustainable Communities is hopeful that the Talent Community will continue to chart an innovative, leading path to recovery within the Rogue Valley, state, and nation. Today, Talent is home to fire survivors that contribute to its downtown economy while building the overall economic prosperity of the wider Talent Community. But many more businesses and property owners are experiencing significant funding gaps that will restrict them from rebuilding without the help of additional funding. Just as the Urban Renewal Agency was instrumental in jumpstarting the Community's vision for the Gateway Project, we hope to see Talent continue to chart a path to help its community members rebuild and recover for years to come.



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### **CURRENT KEY AGENCY ACTIVITIES**

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The scope of activities associated with the Urban Renewal Agency of the City of Talent has grown over the past two years due to the devastating impacts of the Almeda Fire on the work plan area. While the Agency currently does not collect incremental tax revenue from its work plan area, there remain funds to spend on projects and programs within the work plan area. Following the Almeda Fire, the Agency set out to leverage its remaining funds with funding partners to continue its aims and objectives for the Talent Community while moving forward with the Community's recovery vision. As we near the close of the FY 2021-2022 budget cycle, Healthy Sustainable Communities is currently tasked with the following activities by the Agency's Board of Directors:

- Agency Administration
- Gateway Asset Management
- Agency Grant Writing
- Property Acquisition within Work Plan Area
- Beautification / Food Truck Grant Programs
- Gateway Master Plan Visioning
- Development of a Potential Future Work Plan

The following sections provide a detailed overview of the Agency activities listed above for future Agency leadership to ensure a seamless transition.

### **Agency Administration**

While smaller than the City of Talent, the Urban Renewal Agency of the City of Talent is separate from the City with its own administrative tasks and deadlines. Before Healthy Sustainable Communities contracted with the Agency, City staff oversaw Agency administration tasks. Today, Healthy Sustainable Community currently manages the administrative tasks outlined in the following table on behalf of the Agency's Board of Directors. The following table provides a list of various Agency administration tasks and the frequency of each Agency administration task.

<i>Administration Task</i>	<i>Task Occurrence</i>
Monthly staff report drafting and board agenda-setting	<i>Monthly</i>
Board Meeting agenda packet production & zoom webinar setup	<i>Monthly</i>
Publish notice and agenda for upcoming Board Meeting	<i>Monthly</i>
Prepare PowerPoint for Board Meeting	<i>Monthly</i>
Facilitate Board of Directors Meeting	<i>Monthly</i>
Review audio and draft minutes from Board Meeting	<i>Monthly</i>
Respond to emails and other Agency communications	<i>Daily</i>
Draft new Agency contracts and monitor the progress of current contracts	<i>Ad-hoc</i>
Process public record requests	<i>Ad-hoc</i>
Draft press releases to share Agency activities	<i>Ad-hoc</i>
Monitor current grant awards from Agency and maintain grant award spreadsheet	<i>Monthly</i>
Update the Agency's website with agendas, minutes, project information, etc.	<i>Bi-monthly</i>
Draft and publish one-page article in Talent News and Review	<i>Monthly</i>
Prepare Agency's annual budget	<i>Yearly</i>
Oregon Main Street Program Reporting	<i>Yearly</i>

Agency administration requires regular oversight of the items listed above. In addition, Agency administration requires responses to ad-hoc requests from businesses and residents within the work plan area and communications to and from partner taxing districts.

### **Gateway Asset Management**

Since the approval of the construction of the Gateway project, Healthy Sustainable Communities has provided Gateway Asset Management services to ensure that the Agency and partners' investments into the Gateway Site are successfully delivered to the Community and effectively managed on a day-to-day basis. Throughout the construction period, the Agency oversaw the construction of the large-scale housing project that the project was completed, along with securing trailers for the project in partnership with the State of Oregon. Today, the Agency currently plays an active role in coordinating partners, activities, and projects on the Gateway Site, to ensure that the project continues to meet the work plan goals of "leveraging the Agency's financial resources to the maximum extent possible" and "enhancing opportunities for residential, civic, cultural, and business property to be developed, redeveloped, improved, rehabilitated." The following table summarizes current Gateway Asset management activities that are currently overseen by the Agency.

<i>Activity</i>	<i>Status</i>
Regular asset management meetings on the Gateway Project with funding and operation partners	<i>Ongoing</i>
Regular outreach with potential future partners for the development of permanent housing on the Gateway Site	<i>Ongoing</i>
Facilitate collaboration with CBOs involved with residents on the Gateway Project	<i>Ongoing</i>
Attendance at listening sessions and Gateway partner meetings, focused on improving infrastructure and liveability of the Site	<i>Ongoing</i>
Collaboration with the Agency's Attorney on future development and expiration of the TEA permit	<i>Ongoing</i>
Monitoring utility usage and monthly payments, invoicing Lease for utilities	<i>Ongoing</i>
Respond to infrastructure concerns for short-term housing and long-term development	<i>Ongoing</i>
Coordination with funding partners to identify future funding for Gateway development	<i>Ongoing</i>

While the construction of the first phase of the project is over, the Agency will require ongoing staffing to ensure the Gateway project continues to meet the Community's short and long-term goals. More than 159 individuals housed at the Gateway Site receive support from a wide range of agencies within the Rogue Valley and the State of Oregon. To ensure the Gateway is successful and transitions into permanent, accessible housing for the Talent Community, the Agency must dedicate resources to ensure the asset is well-managed in both the short and long term, in collaboration with a vast network of partners currently involved in the project.

### **Agency Grant Writing**

Over the past two years, the Agency has bolstered its efforts to obtain grant funding to help fund its programs and projects. Within a later section in this document, we provide an overview of current grants obtained by the Agency and reporting requirements. We also detail grant submissions that the Agency currently is awaiting a decision on from the grantor. However, in addition, and as part of the Agency's strategic management, Healthy Sustainable Communities maintains a pipeline of future grants for the Board of Directors to consider applying to continue to expand its programs and projects in relation to the work plan objectives. As such, the following table outlines some of the future grants that the Agency could competitively apply to during and following the transition period.

<i><b>Deadline</b></i>	<i><b>Grant Name</b></i>	<i><b>Grant Amount</b></i>
Rolling	KeyBank Foundation Grants	\$250,000
Rolling	Hearst Foundations Grants	\$30,000 - \$200,000
Rolling	MJ Murdock Charitable Trust - Strategic Projects	\$50,000 - \$500,000
05/15/2022	Ameriprise Community Grants	<i>various</i>
08/06/2022	NEA Our Town	\$25,000 - \$150,000
08/31/2022	Foster Foundation Grant	Up to \$5,000,000
09/30/2022	Gupta Family Foundation Grant	Up to \$50,000

The table above outlines the future grant pipeline for the Agency that its leadership could aim to apply for to help fund programs and projects within its current and potential future work plan. Many grantors require proof of ongoing income generated or matches from grant applicants – and as the Agency is currently not producing revenue from taxes, its applications to grantors could be less competitive within future funding cycles. In order to continue to achieve its mission without future tax revenue, the Agency will need to continue to rely exclusively on competitive grant funding.

### **Property Acquisition within Work Plan Area**

Current Agency leadership plans to budget funds to acquire real estate within the work plan area during the FY 2022-2023 budget cycle. The Agency conducts deliberations with persons designated to negotiate real property transactions within executive sessions. The details of ongoing real estate negotiations will be discussed with future Agency leadership during the transition period.

### **Beautification / Food Truck Grant Programs**

The Agency launched the beautification grant program to encourage beautification within the Urban Renewal Plan Area. The grant provides funds for property owners to install plants and trees with attention to best practices and stewardship of local greenways. The program's primary goals are to (1) provide funds to acquire plant material to land or business owners located in the Urban Renewal Plan Area, along with material on best practice stewardship of landscaping on their properties (2) to provide online horticulture advice and knowledge of local plant resources, encouraging appropriate and long-term productive and compatible plant vegetation.

Trees and shrubs within the plan area will help stabilize soils and beautify the community. The majority of the Urban Renewal Plan Area was affected by the Almeda Fire. The beautification program provides a welcoming, long-term improvement of the green infrastructure within the plan area. The Agency currently has more than 30 applicants for the beautification grant program and is coordinating with the Urban Forestry Committee on the logistics of processing applications and awarding grant funding. There is currently a Google Spreadsheet that automatically populates the website submission form data from the Urban Renewal Agency website for the Urban Forestry Committee to review in upcoming meetings. Access to the dataset will be provided during the transition period.

The Urban Renewal Agency of the City of Talent also launched a food truck grant program targeted at local businesses that the Almeda Fire negatively impacted. Grant recipients selected through the program are eligible for free space rent and utilities on the Gateway Transitional Housing Site in Downtown Talent. Entry to the grant program was open to all Rogue Valley food and beverage businesses, with priority given within the grant selection process to businesses previously located or operating in Talent that the Almeda Fire negatively impacted. The Agency is currently coordinating with applicants to the food truck grant program to determine the logistics, licensing, and funding to locate onto the Gateway property in the summer.

### **Gateway Master Plan Visioning**

During a recent Board Meeting, the Agency expanded the visioning area of the Gateway Project to include the broader areas between the 99 corridors and Talent Avenue. As the first stage of the Gateway project is now completed, the Agency has revisited the original Gateway area vision and expanded the Gateway area to include areas that were originally proposed in Urban Renewal meetings throughout 2016 and early-2017. This area specifically includes a large number of fire-impacted and adjacent properties between the 99-corridor and Talent Avenue – including the Talent Irrigation District.

In order to help vision this large area, the Agency's Board of Directors has contracted with Salazar Architect, Inc. to oversee the community-led visioning of the larger area. Salazar Architect creates public interest designs that are rich in character and affordable to build. The firm also has a rich history of public engagement workshops across the West coast. The interactive visioning sessions hosted by their team will be both in English and Spanish. The visioning sessions for the Gateway Master Plan area are scheduled for late April. After these sessions, the Agency will have the opportunity to continue coordinating with Salazar Architect and community partners during the design period. Below is a table that outlines the key

tasks associated with the Gateway Master Plan Visioning that will continue during and following the transition period.

<i><b>Task</b></i>	<i><b>Period</b></i>
Meetings with the design team and key partners in the Talent Community	<i>Ongoing</i>
Meetings with key partners within the Talent rebuild, downtown walk	<i>Late-April 2022</i>
Conceptual visioning workshops with members of the Talent Community, accessible in English and Spanish	<i>Late-April 2022</i>
Ongoing outreach to business owners and community members	<i>May - July 2022</i>
Development of a conceptual master plan for the area based on public input from community members and workshop	<i>May - July 2022</i>
Development of a feasibility study for discussion with City and Agency staff – including up to three different site design options for fire-impacted properties	<i>May - July 2022</i>
Virtual presentation of the vision within a community-sponsored meeting	<i>July / August 2022</i>
Contract closeout/receipt of deliverables for the Gateway master plan visioning	<i>September / October 2022</i>

#### **Development of a Potential Future Work Plan**

The adoption of a new plan area could allow Talent to respond to the impacts of the Alameda Fire. Today, the City of Talent still has many single-family, manufactured, multi-family, and commercial properties that have yet to apply for permits – and continues to have a long pathway ahead to realize rebuilding its Community. This proposed work plan that overlaps much of the burn scar area will help bolster development and reduce blight – resulting in long-term tax benefits for the Talent Community and its taxing district partners. Rebuilding all the units lost due to the Alameda Fire will take time and strategic investment, which the new work plan would foster within the Talent Community. The table below outlines key tasks associated with developing a potential future work plan for the Talent Community.

<i><b>Task</b></i>	<i><b>Period</b></i>
Regular meetings with the UR Consultant team	<i>Ongoing</i>
Open house/town hall on the future proposed work plan	<i>Late-April 2022</i>
Drafting of the work plan by UR Consultant team	<i>April-May 2022</i>

Based on the progress of the tasks above, the UR consultant will coordinate with future Agency leadership to develop a more detailed timeline of future tasks within this specific activity.

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## KEY AGENCY SOFTWARE PROVIDERS AND SUPPORT PERSONNEL

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The Agency utilizes software and engages with support personnel to carry out its activities and projects. The following section provides an overview of key Agency software providers and key support personnel for future Agency leadership.

### **Key Agency Software Providers**

The Agency currently subscribes to a number of online software providers in order to accomplish its day-to-day operations. The table below outlines the key websites that the Agency currently has recurring subscriptions for in order to conduct its regular business activities. Upon transferring Agency activities to future leadership, Healthy Sustainable Communities will facilitate the cancellation of these subscriptions or transfer the accounts to another username to login (if permitted by the provider).

<i><b>Subscription Service</b></i>	<i><b>Description</b></i>	<i><b>Renewal Period</b></i>
Zoom Webinars / Meetings	The Agency currently subscribes to zoom with two users in order to host its monthly Board meetings and executive sessions in separate, simultaneous meetings	<i>Monthly</i>
Wix.com	The Agency currently subscribes to two Wix.com plans, one for the Agency's website accessible at talenturbanrenewal.com and another website for the Gateway Site at gatewaywebsite.com	<i>Monthly</i>
Docusign	The Agency currently subscribes to one Docusign account in order to sign documents remotely	<i>Monthly</i>
Google Suite	The Agency currently subscribes to two Google Suite Accounts for email services for Agency business	<i>Yearly</i>

### **Key Agency Support Personnel**

To complete tasks set out by the Board of Directors, the Agency relies on the engagement of professional services from various providers. Some of these key providers include the Agency's insurance agent, attorneys, auditor, UR consultant, and accountant. Below is a table of the contact information of each key Agency support personnel for future Agency administration.



<u>Agency's Insurance Agent</u> Kristin Wick Hart Insurance kwick@hartinsurance.com	<u>Agency's Attorney</u> Carolyn Connelly Local Government Law Group chc@localgovtlaw.com	<u>Agency's Attorney</u> Carrie Richter Bateman Seidel crichter@batemanseidel.com
<u>Agency's Auditor</u> Chris O'Dell Pauly Rogers & Co chriso@rascpas.com	<u>Agency's UR Consultant</u> Elaine Howard Elaine Howard Consulting elainehowardconsulting@gmail.com	<u>Agency's Accountant</u> Debbie Blasquez Koontz, Blasquez & Associates dblasquez@midvalleycpa.com

Healthy Sustainable Communities will notify all key Agency support personnel of the upcoming transition and provide future Agency personnel contact information to each provider.

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### KEY AGENCY GRANTS

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Since Healthy Sustainable Communities assumed Agency Administration, the Agency significantly bolstered the scope and number of grants it has received to realize its programs and projects. Within the previous budget years, the Agency's Board of Directors stressed the importance of leveraging Agency funds and resources with outside support – and over the past two years, the Agency has been able to significantly expand its reliance on external funders to complete its goals.

#### **Agency Awarded & Closed Out Grants**

The Agency has successfully applied for numerous grants and has closed out a small portion of the grants that it has received from funding partners. The table below outlines the Agency's grants to date that have been closed out with the funding partners listed below.

<b>Grant Award</b>	<b>Description</b>	<b>Amount</b>
Oregon Housing and Community Services Gateway Construction	Oregon Housing and Community Services awarded the Agency with a \$1,000,000 grant to help fund the construction costs associated with the Gateway transitional to the permanent housing project.	\$1,000,000
Oregon Community Fund, Community Rebuilding Grants	Grant Application for the Gateway Project, which is providing short-term transitional housing at the Gateway Site within the City of Talent, serving 53 families in Talent.	\$1,000
Oregon Community Fund, Community Rebuilding Grants		\$40,000
Oregon Community Fund, Community Rebuilding Grants		\$34,000

### **Ongoing Agency Award Grants & Reporting Requirements**

Some grants have longer reporting periods or require additional information before closing out the grant award. The following table outlines the grant awards that the Agency has received that still have ongoing reporting requirements. To facilitate the transition of the Agency, the table below outlines some of the key reporting requirements of these ongoing grants that the Agency has been awarded.

<b>Grant Award</b>	<b>Description</b>	<b>Reporting Requirements</b>
Business Oregon Brownfield Grant Extension and Increase in Award for the Gateway Site	Award that amended the previous scope of work and increased to include supplemental investigation of soil and groundwater in the vicinity of two decommissioned USTs and submission of a supplemental investigation report, summarizing the analytical results of soil and groundwater sampling.	Upon completion of DEQ NOFA, the report must be submitted to Business Oregon
Municipal Wildfire Assistance Programs - Urban Renewal Feasibility Study	MWAP Funding that included funds set aside to complete a feasibility study over the burn area and deliver a new work plan for a new urban renewal district.	Upon completion of the work plan by the UR consultant, invoices must be submitted to the City of Talent to be reimbursed in the program
Rogue Action Center Gateway Grant	The Agency received a grant from Rogue Action Center for the Gateway transitional to a permanent housing project in downtown Talent. These funds are currently being administered in collaboration with the Rogue Action Center team.	Reporting and monitoring of grant funding in collaboration with Rogue Action Center; holding regular meetings
Reser Family Foundation Food Truck Grant	The requested grant funds will be used to create three grants that will go toward the selected applicants for the food truck pods at the Gateway Site.	Reporting and monitoring in collaboration with the Reser Family Foundation and with food truck owners
Rogue Climate Gateway Utility Grant	Grant Application for the Gateway Project, which is providing short term transitional housing at the Gateway Site within the City of Talent, serving 53 families with plans for a food truck pod, mural area, and other developments to provide impacted families	Rogue Climate is currently working directly with Rogue Retreat for utility reimbursements. Agency should facilitate the grantor's future survey of Gateway residents.

### **Agency Grant Applications Awaiting Response from Funder**

The Agency has competitively applied to numerous additional grant programs with the aim to receive more funding to achieve its goals. Upon submission of applications, grantors generally require two weeks to four months to review and consider applications for final award notification. The following table outlines the grant applications that the Agency has submitted to grantors for consideration and still awaits a response from the grantor.

<b>Grant Award</b>	<b>Description</b>	<b>Amount</b>
Carpenter Grant	This project aims to build permanent furniture and art for fire-impacted families at the Gateway through education and skill-building for students directly impacted by the Alameda Fire, in partnership with Talent Maker City.	\$6,000
Oregon Community Fund, Walker Fund	This grant aims to provide funds to help build permanent fixtures and permanent artwork within the work plan area, with the help of families at the Gateway site through educational programming and skill-building for the over 250 students that were directly impacted by the Alameda Fire in partnership with Talent Maker City.	\$38,650
Anna May Foundation	The Agency has requested funds to develop a long-term community garden at the Gateway Site, providing a shared green space that will allow the residents of Gateway and greater Talent to grow food and relationships with the community for the years to come.	\$7,500
Oregon Main Street Revitalization Grant Program	This project aims to restore the Historic Malmgren Garage, located in downtown Talent, Oregon. The Alameda Fire burned over this Historic Garage; our application aims to help the property owner rebuild the historic property.	\$200,000
Oregon Community Fund, 2022 Community Grant Program	Within the application, the Agency has requested OCF funds to be used to paint murals using student and local artist submissions on local businesses within the work plan area.	\$20,000

The Agency is hopeful that its applications for the grants listed above will be successful, bringing additional funding to help with the Talent Community's long-term recovery and furtherance of the work plan objectives. However, there are only so many grant opportunities that the Agency can competitively apply for, and there will eventually not be enough grant funding to sustain Agency activities without additional tax revenue.

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## TRANSITION TIMELINE

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The following table outlines key milestones within a proposed transition timeline. This transition plan aims to transfer Agency activities to future Agency administration during the turn of a budget cycle – to facilitate a seamless transition during this natural administrative transition juncture. The previous transition from the City of Talent to Healthy Sustainable Communities took place in April, before the new budget cycle – resulting in significant delays in transitioning Agency administration and projects. As such, this transition aims to ensure that the future Agency's Executive Director has the resources, information, and authority necessary to jumpstart into the new role. The table below outlines key milestones within the upcoming transition period to ensure all Agency activities are seamlessly migrated into the Agency's new leadership and organizational structure.

<i>Scheduled Date(s)</i>	<i>Milestone</i>
Late-April 2022	Finalize draft of the transition plan
Late-April 2022	Prepare FY 2022-2023 budget
May 3, 2022	Agency's Budget Committee meets to review and consider the recommendation of the Agency's FY 2022-203 budget
May 3, 2022	Agency's Board of Directors reviews and considers approval of the transition plan
May 3, 2022	Agency's Board of Directors provides recommendations on future Agency staffing priorities
Early-May 2022	Notify vendors, contractors, outside Agency personnel of upcoming transition
May 2022	Drafting of resource sharing agreement(s) with partner governmental bodies
Late-May 2022	Drafting of resolutions to transfer Agency administration and projects
Early-June 2022	Prepare future Executive Director to assume Agency activities
Early-June 2022	Transfer Agency various files and documents
Early-June 2022	Migrate Agency's website to the City of Talent's website
June 7, 2022	Adoption of resource sharing agreement(s) with partner governmental bodies
June 7, 2022	The Board of Directors holds a public hearing and considers approval of the resolution authorizing expenditures for the FY 2022-2023 Budget
June 7, 2022	Resignation of current Executive Director
June 7, 2022	The Board of Directors appoints the Agency's new Executive Director

The timeline above aims to provide the future Agency's Executive Director with sufficient time to assume their activities before the July 1st start date of the new fiscal year budget. Two to three weeks of notice are required by our partner banks to ensure access credentials are transferred to the new personnel. This time period will also provide future Agency personnel with time to prepare the agenda packet for the July board meeting, ensuring they have the knowledge and time necessary to productively enter their new role.

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## FUTURE AGENCY OPERATIONAL CONSIDERATIONS

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Over the past two years, the Agency has grown into an active special district that worked to carry out its mission. Due to the sizable increase in Agency activities throughout the period, Healthy Sustainable Communities recommends that the Board of Directors consider expanding the scope of positions associated with the day-to-day operations of the Urban Renewal Agency of the City of Talent. To continue the Agency's current activities and projects, Healthy Sustainable Communities recommends considering staffing or partnering with other organizations so the Agency will have resources to undertake the activities and projects listed within the previous sections – and expand staffing if a new work plan is adopted. Some possible job titles and descriptions to continue progress on current and future Agency programs and projects include but are not limited to the following roles.

<i><b>Job Title</b></i>	<i><b>Position Description</b></i>
<i>Executive Director</i>	The Executive Director of the Agency could serve as the chief point of contact and head of administration for the Agency
<i>Vice-Executive Director-Deputy City Manager</i>	The Vice-Executive Director could serve as a resource to the Executive Director in managing and overseeing the diverse sets of projects and tasks associated with the current and possible future work plan
<i>Housing Development Coordinator or Long Term Recovery Group</i>	The Housing Coordinator could serve as a key point of contact for developers, investors, or property owners interested in developing their property with attainable and accessible residential or commercial development – connecting the inquirer to funding opportunities and helping them realize their project within the work plan area
<i>Grant Writer/Administrator</i>	The Grant Writer/Administrator could serve as the key resource responsible for establishing a grant pipeline, drafting grant applications, submitting applications, following up with interviews, and managing current grant reporting
<i>Project/Asset Manager</i>	The Project/Asset Manager could serve as a chief person responsible for managing agency properties, overseeing current leases, communications with partners, the pipeline of potential attainable housing development deals, developing of potential site plans, and ensuring properties/projects are property managed and well-positioned

<i><b>Job Title</b></i>	<i><b>Position Description</b></i>
	for the long-term benefit to the Community
<i>Urban Forest/Infrastructure Assistant</i>	The Urban Forestry Assistant could help expand the focus on improving the green infrastructure within the Community, providing a single point of contact for landscaping, public street work, and infrastructure projects
<i>Business Vitality Assistant</i>	The Business Vitality Assistant could help expand the focus on businesses within the Talent community, connecting businesses with infrastructure funding, programs, and technical assistance to help them realize relocation, expansion, or growth

Healthy Sustainable Communities recommends the Agency consults with its Attorney before hiring, contracting, or entering into an agreement for services listed above. However, if the proposed future urban renewal work plan is adopted by the City Council, the Agency will require additional staffing in order to achieve its work plan aims (once funding allows). Some of these resources could also be designed in collaboration with the City to help achieve both the City and Agency's long-term goals.

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## **CONCLUSION**

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In April 2020, no one could have anticipated the trajectory of the Agency over the following two years. However, with the steadfast and targeted leadership of its Board of Directors, the Agency charted a path to move forward with its key work plan objectives and goals while serving as an innovative recovery vehicle to fuel Talent's short and long-term recovery goals. Today, the Agency has the opportunity to continue to build on this momentum while building additional capacity to carry out its current and potential future work plan aims and objectives. However, with rising interest rates, supply chain challenges, increasing economic uncertainty, and the slowing down of permits, the Talent Community faces looming uncertainty in its long-term recovery. But with the projects launched over the past two years and potential future projects, our team is confident that Talent will continue to chart a leading approach to both short and long-term recovery from the dual disasters of the Covid-19 pandemic and Alameda Fire within its Community.



# AGENDA REPORT

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**Meeting Date:** June 7, 2022  
**Staff Recommendation:** None

**Primary Staff Contact:** Jon Legarza  
**Estimated Time:** 10 minutes

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## **ISSUE BEFORE THE BOARD**

Consideration of Intergovernmental Agreement (IGA) between the Urban Renewal Agency of the City of Talent and the City of Talent

## **BACKGROUND**

Before the Board is a Intergovernmental Agreement (IGA) prepared by the City of Talent in collaboration with the Agency. With the upcoming transition, the Agency believes that City has experience in the provision of the administrative services for local governments and in planning and constructing public improvements and has the ability, pursuant to ORS 457.320, to assist the URA in the planning and carrying out of the Urban Renewal Plan by providing administrative services necessary and proper for carrying out the URA's functions and the Plan. Oregon Revised Statutes 190.010 and ORS 457.320 authorize the City and the URA to enter into an intergovernmental agreement whereby the City provides administrative services to the URA. The proposed IGA would clarify the role of City staff performing administrative services to the URA, the respective responsibilities of the City and URA to supervise and manage such staff, and certain other cooperative activities of the City and the URA.

## **RECOMMENDATION**

None

## **RELATED POLICIES**

None

## **POTENTIAL MOTIONS**

"I move to adopt the Intergovernmental Agreement between the City of Talent and Urban Renewal Agency of the City of Talent."

## **ATTACHMENTS**

Proposed Intergovernmental Agreement (IGA) between City of Talent and the Talent Urban Renewal Agency

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF TALENT AND TALENT URBAN RENEWAL AGENCY**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into between the City of Talent, an Oregon municipal corporation established under ORS Chapter 221 ("City"), and the Urban Renewal Agency of the City of Talent, an Oregon quasi-municipal corporation ("Agency"), established under ORS Chapter 457 and duly activated by the City.

**RECITALS**

1. The Agency is a public body, corporate and politic, duly activated by the City, exercising its powers to engage in urban renewal activities as authorized under ORS 457 (Urban Renewal), the City of Talent Municipal Code, and the City of Talent Urban Renewal Plan ("Plan").
2. The Agency prepared an Urban Renewal Plan as defined by ORS 457.010(16) (the "Plan").
3. The Plan was approved by the City of Talent.
4. The Agency will undertake redevelopment activities to carry out the Plan.
5. The City has experience in the provision of administrative services for local governmental activities including the areas of budgeting, financial reporting, planning, project management, engineering, and constructing public improvements, and desires, pursuant to ORS 457.320, to assist the Agency in the planning and carrying out the Plan by providing all administrative and development services necessary and proper for carrying out the Agency's duties and responsibilities related to administering and implementing the Plan.
6. ORS 190.010 and ORS 457.320 authorize the City and the Agency, and the City and Agency desire, to enter into an Agreement whereby the City provides administrative and development services to the Agency.
7. The City and the Agency desire to clarify the relationship between them with respect to administrative services provided by the City to the Agency, the Agency's obligation to pay for those services, and various other issues related to their relationship as separate legal entities working towards completion of the Plan.

**NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:**

**Article 1: Term and Termination.**

Section 1.1: Term and Termination. This Agreement becomes effective upon the date of the last signature hereon and continues in full force and effect until the Agency is dissolved or terminated, or until the Agency hires an Executive Director, whichever is sooner, and unless sooner terminated as provided herein. This Agreement may be terminated at any time by either party by giving the other party not less than 30 days written



notice of that party's intent to terminate this Agreement.

## **Article 2: Duties of the City**

Section 2.1: Employees Provided by the City. The City shall provide, where available by the City, administrative and development services on an as-needed basis to the Agency to undertake urban renewal activities as set forth in adopted urban renewal plans, including but not limited to: staff support for public meetings including the preparation of meeting notices, agendas, minutes and mailings; record keeping including filing Agency resolutions; budget preparation, accounting, and financial reporting; contract procurement and administration; real estate procurement and property management; project engineering and project management services; planning related to plan administration and implementation; project development; and economic development services and other duties and functions as may from time to time be required by the Agency. In so doing, the City shall provide such services in compliance with the laws of the State of Oregon, and in accordance with the Plan and this Agreement. Nothing herein shall be construed as prohibiting the Agency from contracting with third parties to provide all or a portion of staff services.

Section 2.2: Consideration. On an annual basis, the Agency shall reimburse the City for all reasonable costs incurred by the City in providing administrative and development services pursuant to this Agreement, with the first payment due no later than thirty days after the expiration of one year after the execution of this Agreement. No interest will be charged during this time for repayment.

The City shall provide to the Agency on at least a monthly basis, and as provided in Section 2.5, an invoice made by the City in providing administrative and development services pursuant to this Agreement. As set forth in Section 2.3, personnel costs shall be determined by a proportional rate for the City Manager, City Recorder, and Finance Director, and for all other City positions by hourly rate according to the City's annual budget, inclusive of wages, salary and benefits costs. Any objections or disagreements with the amounts submitted in a monthly statement shall be deemed waived unless articulated in writing and delivered to the City Manager within thirty days after the date the monthly statement of expenditures is submitted to the Agency. Prior to or within thirty days after the first year of this Agreement, the City may meet with the Agency to confer regarding any adjustments to the amounts invoiced to the Agency.

Section 2.3: City Staff Time. Fifteen-percent (15%) of the City Manager's time, five-percent (5%) of the City Recorder's time, and five-percent (5%) of the Finance Director's time shall be spent on providing services to the Agency. All other City employees shall record the time expended for the Agency on an hourly basis for the purpose of determining the appropriate reimbursement to the City in accordance with Section 2.2. It is the intent of the parties that the services performed by City employees on behalf of the Agency shall not interfere with the ability of such employees to carry out their duties and responsibilities for the City. Copying costs and supplies shall also be recorded for expenditure and reimbursement purposes.

Section 2.4: City Facilities and Equipment. City staff working on behalf of the Agency are authorized to utilize City office space, furnishings and equipment, including but not limited to telephones, fax machines, printers, photocopiers, computers, office supplies and similar equipment, to carry out Agency business.

Section 2.5: Invoices. The City shall submit to the Agency, monthly, one or more invoices detailing the specific services rendered by the City and other expenses incurred by the City on behalf of the Agency. The invoices shall identify a specific time period covered by the invoice and shall include the employee's hourly rate, inclusive of salaries, benefits, insurance and other costs incurred by the City on a prorated basis and shall sufficiently state the service performed by the City so that the Agency may properly determine the accuracy of the invoices.

Section 2.6: Employee Status of City Staff. The parties agree that City Staff assigned to perform services and duties for the Agency as part of this Agreement are employees of the City only and that the City has final and exclusive authority over decisions to hire, terminate and discipline City Staff employed by the City and assigned to support and implement the Agency Plan. The parties agree that the Agency retains the right to hire its own employees. If the Agency chooses to hire its own employees, it will provide the City with at least 30 days written notice of its intent to do so in order to avoid any duplication of services or duties.

### **Article 3: Duties of the Agency**

Section 3.1: Agency Reimbursement of City Costs. The Agency shall reimburse the City for all costs incurred by the City in providing services and supplies pursuant to this Agreement. Unless the Agency objects to an invoice submitted by the City within 30 days of the date of the invoice, the Agency shall be deemed to approve the invoice for payment to the City and the Agency must make payment to the City as required in Section 2.2.

### **Article 4: Conflicts**

Section 4.1: Conflict. The City reserves the right to withhold any administrative support due to conflicts of interest and/or instances in which limited resources are available.

### **Article 5: Non-Agency Relationship**

Section 5.1: Non-Agency Relationship. Nothing in this Agreement is to be interpreted as creating or constituting an agency relationship between the parties. Each party remains separate and neither assumes the debts or obligations of the other by entering into this Agreement. Each party is solely responsible for carrying out its duties and functions in accordance with all applicable laws and regulations.

### **Article 6: Indemnification**

Section 6.1: Indemnification. The City agrees to save and hold harmless the Agency against all claims, suits, or actions whatsoever which arise out of or result from the negligent or intentional acts of the City's officials, employees and agents as providing the services pursuant to this Agreement.

The Agency agrees to save and hold harmless the City against all claims, suits, or actions whatsoever which arise out of or result from the negligent or intentional acts of the Agency's officials, employees and agents as providing the services pursuant to this Agreement.

### **Article 7: Insurance**

Section 7.1: Insurance. Each party shall maintain in force, at its own expense, worker compensation insurance for all covered workers of that party in compliance with

Oregon law, and general liability insurance in amounts not less than the limits of the Oregon Tort Claims Act as it may be amended from time to time.

**Article 8: Modification**

Section 8.1: Modification. This Agreement may not be altered, modified, supplemented, or amended in any manner whatsoever except by mutual Agreement of the parties in writing. Any such alteration, modification, supplementation, or amendment, if made, shall be effective only in the specific instance and for the specific purpose given, and shall be valid and binding only if signed by the parties.

**Article 9: Waiver**

Section 9.1: Waiver. No provision of this Agreement may be waived except in writing by the party granting a waiver of compliance with this Agreement. A waiver of a provision of this Agreement shall not constitute a waiver of any other provision, whether similar or not, nor shall any one waiver constitute a continuing waiver. Failure to enforce any provision of this Agreement shall not operate as a waiver of such provision of any other provision.

**Section 10: Severability.**

Section 10.1: Severability. The parties agree that if any term or provision of the Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

**Article 11: Entire Agreement**

Section 11.1: Entire Agreement. This Agreement sets forth the entire understanding between the parties with respect to the subject matter of this Agreement, and supersedes any and all prior understandings and agreements, whether written or oral, between the parties with respect to such subject matter.

**IN WITNESS WHEREOF, THE PARTIES OR THEIR DULY AUTHORIZED REPRESENTATIVES HAVE SIGNED THIS AGREEMENT:**

\_\_\_\_\_  
City

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agency

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Mayor