

## REGULAR MEETING AGENDA TOWN HALL November 2nd, 2021 – 6:00pm

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: 828 4641 2333 | Password: 095756

https://us02web.zoom.us/i/82846412333?pwd=K0NPZS9VYVpqVWhzN0xhYVQ4Qk9Mdz09

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: 828 4641 2333 | Password: 095756

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 Study Session and Regular Meeting Minutes for October 5, 2021 ......

4. Executive Session

The Agency's Board of Directors will meet in executive session pursuant to ORS 192.660(2)(e) to conduct deliberations with persons designated by the governing body to negotiate real property transactions.

5. Regular Session

	5.1.	Review of Grant Submissions for Food Trucks on the Gateway and Discussion of Possible Canopy, Bike Parking, and Pathway to the Food Truck Area		
		,,,,		
	5.2.	Approval of Direct Contract for Personal Services with Elaine Howard Consulting		
	5.3.	Discussion of Joint City Council / TURA Study Retreat on Urban Renewal		
	5.4.	Consideration of Master Planning Design Contract with Salazar Architect, Inc. for Long-Range Improvements for the Gateway Expansion, Visioning the Block Between Talent Avenue and the 99 Corridor		
	5.5.	Consideration of Civil Engineering Contract with ZCS Engineering & Architecture for Wagner and Talent Avenue Road Alignment		
	5.6.	Adoption of Public Interest Form for Public Records Requests		
	5.7.	Discussion and Possible Direction on Expanding Agency's Communication Resources and Long-Range Communication Plan		
	5.8.	Rescheduling or Cancellation of December Board Meeting		
Items from Executive Director				

6.

7.

8.

Adjournment

Items from Chair or Agency Members



# STUDY SESSION MEETING MINUTES HELD ELECTRONICALLY September 7, 2021 — 5:00 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 5:05 p.m.

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

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

None.

#### 3. Urban Renewal Workplan Presentation & Discussion with UR Consultants

Report by Jon Legarza

Legarza provided an overview on the progress of the current feasibility study.

Presentation by Elaine Howard and Nick Popenuk.

Elaine Howard and Nick Popenuk provided a presentation around urban renewal workplans, which is attached to the meeting minutes.

Audio from the meeting is available on the Talent Urban Renewal Website at talenturbanrenewal.com

#### 4. Adjournment at 5:55 p.m.

Respectfully submitted by:
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) after each meeting. The minutes are not a verbatim record: the narrative has been condensed and paraphrased to reflect the discussions and decisions made.



#### REGULAR MEETING MINUTES TOWN HALL October 5, 2021 — 6:00 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 6:02 p.m.

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

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

None

#### 3. Consent Agenda

## 3.1 Approval of Study Session and Regular Meeting Minutes for August 3rd, 2021 and September 7th, 2021

Motion: Member Byers moves to pass the consent agenda. Member Ponomareff seconded.

**Discussion:** None.

Vote: All ayes; motion carries.

#### 4. Regular Agenda

#### 4.1 Talent Urban Renewal Workplan, Next Steps

Staff Report - Executive Director

Legarza provided an update on the urban renewal workplan and next steps forward, including the in-depth future study items that the Agency and the City would have to review. Legarza stated that the Agency has remained committed to seeing how a new urban renewal plan could help pave the way within the long-range recovery from the devastating effects of the Almeda fire.

#### Discussion:

- Member Ponomareff inquired about the timing for establishing the boundary.
  - Legarza stated in October or November should be established to target the adoption of the plan by July 2022.
- Clark inquired about the boundaries and possible adjustments, including in relation to the previous plan area.

**Motion:** Member Paré-Miller moves to direct staff to follow the Agency's procurement procedures to obtain professional services for the creation of a new urban renewal workplan. Member

Pastizzo seconded. **Discussion:** None.

Vote: All ayes; motion carries.

## 4.2 Discussion and Staff Direction on Potential Future Property Acquisition and Transportation System Plan Alignment, Tax Lots 381W23DC - 2200 & 381W23DC - 2100

Staff Report - Executive Director

Legarza provided a staff report regarding the potential acquisitions of tax lots 381W23DC - 2200 & 381W23DC - 2100, after being approach from the City of Talent. Legarza stated the Agency has experience in acquiring the property and would be happy to conduct due-diligence surrounding the potential acquisitions.

#### Discussion:

- Member Ponomareff inquired about the possibilities to emphasize other transport means within the area.
- Member Pastizzo mentioned that a 70' road could provide space for bike access.
- Member Ponomareff stated that she believes that the Transportation System Plan was last revisited in 2015, and it might be useful to revisit the plan.
- Member Pastizzo stated that he believes it would advantageous to develop the other arterial road to the roundabout.

**Motion:** Member Paré-Miller moves to direct Agency staff to coordinate with City Staff to assess the transportation impacts and determine funding availability to acquire Tax Lots 381W23DC - 2200 & 381W23DC - 2100. Byers seconded.

Discussion: None.

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

#### 4.3 Consideration of 102 Home Street Lease Agreement with Rogue Action Center

Staff Report - Executive Director

Legarza discussed the unique opponent to have a key partner within the Talent recovery process rent the property located at 102 Home Street. The lease agreement would have Rogue Action Center cover all utilities and landscaping costs.

#### Discussion:

None

**Motion:** Member Byers moves to direct staff to execute the draft lease agreement for 102 Home Street with Rogue Action Center. Ponomareff seconded.

**Discussion:** Member Ponomareff thanked Rogue Action Center, Rogue Climate, and Talent Maker City for all their work that they completed after the Almeda Fire and their continued work with the communities impacted by the Almeda Fire. Vice-Chair Clark seconded the comments, and highlighted the significance that the non-profit has played within the community since the devastating fire.

Vote: All ayes; motion carries.

#### 4.4 Beautification and Food Truck Grant Programs Update

Staff Report – Executive Director

Legarza provided a staff report that provided a status update on the grant applications submitted to the grant programs that were recently launched by the Agency. Legarza opened up the item to discussion and input from the Board Members.

#### Discussion:

- Member Byers stated that she thinks it would be helpful to see if the City could promote the grant programs on social media and the homepage of the City's website.
- Vice-Chair Clark stated that it might be helpful to offer to plant the tree to encourage new submissions to the grant program.
  - Legarza thanked Vice-Chair Clark for the suggestion. Legarza also mentioned it might be helpful to post flyers at nurseries.

**Motion:** Member Paré-Miller moves to direct Agency Staff to refer current and future beautification grant application submissions to the Urban Forestry Committee of the City of Talent for their review and recommendations. Byers seconded.

Discussion: None.

Vote: All ayes; motion carries.

#### 4.5 Gateway Ribbon-Cutting Discussion

Staff Report - Executive Director

Legarza provided an update that mentioned that the proposed ribbon-cutting would be in October 30<sup>th</sup> at 11:00am. Member Paré-Miller stated that the Talent Public Arts Committee was considering an evening walk on the 30<sup>th</sup> for el Día de los Muertos. Member Paré-Miller mentioned that the ribbon-cutting would not interfere with the Día de los Muertos events. Member Byers stated that this could be an opportunity to provide an integrated effort to welcome members back to the community. Legarza discussed coordination with partners moving forward.

#### 5. Items from Executive Director

Legarza discussed grant applications, tours of the site with development partners, the delivery of trailers to the Gateway Site, a FAQ for the Gateway Site, the acquisition of gatewaysite.com to direct visitors to a website that has information on the Site, and provide and update on the construction of the site.

6. Items	trom	Chair	or a	Aaencv	Members
----------	------	-------	------	--------	---------

None.

7. Adjournment at 6:50 p.m.

Respectfully submitted by:	
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) after each meeting. The minutes are not a verbatim record: the narrative has been condensed and paraphrased to reflect the discussions and decisions made.



## AGENDA REPORT

Meeting Date: November 2, 2021 Primary Staff Contact: Jon Legarza

Staff Recommendation: None Estimated Time: 10 minutes

#### ISSUE BEFORE THE BOARD

Review of Grant Submissions for Food Trucks on the Gateway and Discussion of Possible Canopy, Bike Parking, and Pathway to the Food Truck Area

#### **BACKGROUND**

Agency staff is excited to share the grant submissions for the Food Truck program are attached to the Agenda packet. During this agenda item, the Agency's Board of Directors will have time to hear from Board Members Byers and Pare-Miller on scoring rubrics for the applications.

Agency staff has also learned about interest in the addition of a canopy area over the food truck area, and in addition, that there is interest surrounding the addition of bike parking and a pathway that provides pedestrian access to the Gateway Site from West Valley View. Agency staff believes that these additions will improve multi-modal access to the site.

#### **RECOMMENDATION**

None

#### **RELATED POLICIES**

None

#### **POTENTIAL MOTIONS**

"I move to direct staff Agency to enter into notify +++++ and +++++ about their successful application to the food grant application and coordinate with the Agency attorney on awarding the food truck space to the selected grantees."

"I move to direct Agency to solicit and approve proposals for a canopy over the food truck area and the addition of bike parking and pathway for pedestrian access to the Gateway Site."

#### **ATTACHMENTS**

**Food Grant Applications** 

### Message Details:

First Name: Nicole Last Name: Lima

Business Name: Island Time Grindz

Are you the business owner or do you have permission to apply?: I am the business owner.

Please describe your business and relationship to the City of Talent / Talent Community.: I am an Ashland resident of 16 years and an SOU Alumni; I have raised 2 kids here as a single mom. I took the leap of becoming a business owner in February 2019. My food trailer was created because my first business was shut down due to Covid 19. I owned the coffee kiosk inside Providence Medical center and was shut down because I was not viewed as an "essential employee/contractor". I then used my life savings to create an essential business, and my food truck was born on August 10, 2020. After moving around daily trying to find a permanent spot to operate, we settled on the "Foodies" food truck pod in Phoenix on Hwy 99 and we were to start there on September 9th 2020. My food truck missed being in the Alameda Fire by one day!! Feeling absolutely overwhelmed with sadness for our community I reached out to a local farm that was housing displaced fire victims from the Talent/Phoenix area and we fed over 225 people who had just lost everything they owned, I just wanted to be a part of the solution. Since then I have still not found a permanent place to operate that offered power and water. I have considered a couple of Talent locations such as behind the liquor store and at the lot where the Organic Grind sits near the freeway. A friend of mine told me just today about your wonderful opportunity and this grant!! I use all locally sourced meats and produce and make all my sauces from scratch! I come from a long line of chefs and I was happy to bring a fun, delicious and unique product to the Roque Valley! I created a menu inspired by the Island of Maui, where I have family and the city of San Francisco, where I grew up. I invite you to look us up on Instagram @islandtimegrindz and you will find a link to the Mail Tribune article that was written about us. I would be absolutely humbled and honored to receive this grant and serve the community of Talent.

Date you'll be ready to locate to the Gateway Site: Nov 1, 2021 Is your food truck mobile?: Yes

Please share why you are requesting grant funding to locate on the Gateway Site.: I have struggled to keep my very small business afloat since Covid 19 shut down my first business March 19, 2020.

Please provide a description of your business and the products you offer for sale.: We offer Hawaii Plate Lunch using all locally sourced foods! Our menu includes Teri Chicken, Kalua Pig, Kalbi Short Ribs and a unique creation called Pele Shrimp, which is a chipotle, honey lime house marinade. I also make a scratch cheesecake with a salted caramel and toasted coconut topping. My drink menu is fun and includes tropical lemonades with optional strawberry topping, and some organic teas and flavored cold brew.

Please describe the impacts the Almeda Fire had on your business.: The Alameda Fire not only burned out the food truck location I had long searched for, but it was also a devastation in the midst of a pandemic which changed the world as a whole. After we

thought nothing else could go wrong, the Alameda Fire tested our resilience once again. We will rise and rebuild and I would love a chance to be a part of that. How does your business fit into the Gateway Site's vision?: I would hope this to be a long term opportunity to help rebuild and bring life back into the city of Talent. Please share the length of time your business has been in operation.: Since August, 2020.

Does your business have a sustainability plan?: Yes

Do you plan on serving alcohol? If so, what alcoholic drinks do you plan to serve?: NO

What other support have you received for your business? (PPP loan, SOREDI grant, insurance, etc): I received a small PPP loan and combined with my life savings built this business after having a business shut down due to Covid 19.

Please list your menu items, suppliers, and describe how and where foods will be cooked and prepared. : We use Cherry Street Meats for all meats and environment friendly "to go " supplies, such as containers, napkins and cups/lids. We cook some items in the trailer and we BBQ protein fresh to order on a small grill outside under a canopy.

Please describe your cleaning and health & safety processes.: I give the utmost attention to detail when it comes to cleanliness. I use gloves at all times, change bleach buckets every 4 hours and keep a neat clean work environment at all times.

Please share your future business goals and objectives.: I would love to grow this small business into something that could sustain hiring employees and being a part of the future of the Rogue Vallry.

Please share any other assistance that your business might need over the next 5 years.: I try to take care of all the business needs on my own but I would be open to any and all assistance to support this venture.

## Message Details:

First Name: Adrian Last Name: Griffin

Business Name: Tal3nt Cafe's Wake n' Bake Shop

Are you the business owner or do you have permission to apply?: Permission to apply

Please describe your business and relationship to the City of Talent / Talent Community.: The Talent Cafe has been serving delicious homestyle cooking to the Talent community for over 15 years. Despite the losses incurred by the pandemic and wildfires we are as committed as ever to continue that service. We weren't able to rebuild as we were, so we created the Wake n' Bake Shop, a small food cart serving breakfast and lunch seven days a week.

Date you'll be ready to locate to the Gateway Site: Sep 30, 2021 Is your food truck mobile?: Yes

Please share why you are requesting grant funding to locate on the Gateway Site.: The Talent Cafe has been a member of the community for over 15 years. We've seen many highs and lows and were able to weather them. This time we've taken multiple hits that has left us reeling financially. With a child in the middle school here and so much time spent working in this community, we would like the opportunity to continue serving this community. Besides, it's not the Talent Cafe if it's located in Medford.

Please provide a description of your business and the products you offer for sale.: The Wake n' Bake Shop is a small food cart that serves freshly made breakfast and lunch items. Our menu includes: loco moco; Thai vegetable bowl; teriyaki chicken bowl; pancakes; bacon; eggs(any style); biscuits and gravy bowl; breakfast burritos and sandwiches; hamburger and veggie burger; reuben; smoothies; coffee and espresso; pastries, cookies. We can accommodate special dietary needs. And we offer catering for small events.

Please describe the impacts the Almeda Fire had on your business.: The fire destroyed the building that we were in and the storage where all of the large equipment was stored while we were searching for a new location during the pandemic closures. Insurance refused to cover the expensive equipment, but we had much of the smaller things (shelving, plates, go cups, etc.) in a seperate storage that was spared. With many commercial buildings ruined, we decided to invest our remaining capital on a food cart remodel.

How does your business fit into the Gateway Site's vision?: The Wake n' Bake Shop is what survived of the Talent Cafe after the fire. Salvaged from the ashes and repurposed into something useful and "new". It is a symbol, at least for me, of our ability to keep going, to pick up the pieces and struggle ever onward, regardless of what life or nature throws at us. To come together as a community to rebuild and grow. Please share the length of time your business has been in operation.: Over 15 years Does your business have a sustainability plan?: Yes, mobility, low overhead, affordable local products, environmentally friendly packaging. Pay as we go, limiting debt.

Do you plan on serving alcohol? If so, what alcoholic drinks do you plan to serve?: No

What other support have you received for your business? (PPP loan, SOREDI grant, insurance, etc): Restaurant revitalization fund, ppp loan,

Please list your menu items, suppliers, and describe how and where foods will be cooked and prepared.: Suppliers: Winco; Wal-Mart; Rays; Food 4 less; local farmers markets Food is cooked fresh on location utilizing a mixture of gas and electric appliances. Loco moco: hamburger, or veggie burger on rice with brown gravy and an egg Thai vegetable: stir fry vegetables over rice with Thai peanut sauce and an egg Teriyaki chicken: over rice with Teriyaki sauce and an egg Biscuits and gravy: tater tots, bacon, country gravy and an egg Buttermilk pancakes: bacon and an egg Breakfast burrito: tater tots, cheddar cheese, salsa and eggs. Add bacon or avocado. Breakfast sandwich: English muffin or biscuit, bacon, egg, cheese Hamburger/veggie burger: lettuce, tomato, onion, pickle, ketchup, mayonnaise Reuben: corned beef, Swiss, sauerkraut, thousand island dressing on rye Blt: bacon, lettuce, tomato, add avocado Coffee, tea, cappuccino, latte, mocha, espresso, fruit smoothies and iced or blended coffee

Please describe your cleaning and health & safety processes.: In full compliance with the Jackson County health department regulations. Triple sink for dishes. Seperate hand washing sink. All refrigeration inspected and maintained regularly Please share your future business goals and objectives.: Our primary goal since the fires has been to reopen the Talent Cafe with the food cart acting as a satellite distribution system to reach new customers and facilitate catering events. Please share any other assistance that your business might need over the next 5 years.: With the rapidly changing conditions in today's world I cannot be sure, though I would like to hope that we won't.

#### Message Details:

First Name: Strickland Last Name: Stone

Business Name: Stone's Jamaican Roots and Juice

Are you the business owner or do you have permission to apply?: Yes Please describe your business and relationship to the City of Talent / Talent Community.: A Jamaican food truck primarily located in Talent which was a brick & mortar restaurant in Talent that burned in the Almeda Fire.

Date you'll be ready to locate to the Gateway Site: Nov 1, 2021

Is your food truck mobile?: Yes

reopening of his restaurant.

Please share why you are requesting grant funding to locate on the Gateway Site.: This business owner has long-term plans to reopen his restaurant in a brick & mortar location, preferably in Talent. He lives in this community, and specifically chose to live and work in Talent because of the people and feel of the community. By having the costs of rent for space and utilities removed from the business' annual overhead for the next year, this grant will enable the business owner to plan concretely for the future

Please provide a description of your business and the products you offer for sale.: Stone's Food Truck (Roots & Juice) features traditional Jamaican fare and natural fruit juices, all made by the owner. Hours run from 11am- 7pm, Monday-Saturday. While the business is located in a "food truck" the actual location is a trailer, giving the business mobile capabilities but not with the same ease as an actual truck. To move this business, the owner rents a truck as needed. Currently this business has two employees.

Please describe the impacts the Almeda Fire had on your business.: This business opened on July 24, 2020 and burned to the ground on September 8, 2020 in the Almeda Fire. After the fire, this business could not just return to its original location. That building is gone and has yet to be rebuilt. Instead, the owner approached recovery by continuing his original business plan in a food truck, which he had to purchase and outfit with minimal insurance support.

How does your business fit into the Gateway Site's vision?: Stone's Food Truck is a Talent business that was destroyed by the fire. The owner lives in Talent and has worked to keep his business in Talent after the fire, using an innovative way to continue forward. This is also the first Jamaican restaurant in the valley and adds to the economic diversity and richness of Talent.

Please share the length of time your business has been in operation.: 15 months Does your business have a sustainability plan?: The business uses recyclable to go containers as often as possible (supply chain permitting).

Do you plan on serving alcohol? If so, what alcoholic drinks do you plan to serve?: No alcohol is currently served or will be.

What other support have you received for your business? (PPP loan, SOREDI grant, insurance, etc): Minimal fire insurance payment.

Please list your menu items, suppliers, and describe how and where foods will be cooked and prepared. : asdf

Please describe your cleaning and health & safety processes.: asdf

Please share your future business goals and objectives.: ads

Please share any other assistance that your business might need over the next 5

years.: asdf

Message Details: First Name: Wasana Last Name: Songsakul

Business Name: Wasana's Thai Food Cart

Are you the business owner or do you have permission to apply?: Yes Please describe your business and relationship to the City of Talent / Talent Community.: I have operated a Thai food cart business in Talent for many years. I used to live in Talent, but now I reside in Phoenix. My food cart was located in the lot between the bookstore and the Chinese antique store, across the street from the coffee shop, the pet grooming business and the Talent Club. After the bookstore and antique store burned in the Almeda fire, I moved to several other locations in Talent (directly across the street from Gather and then next to the building where Kindred Spirits used to be). Finally, I settled on a spot in a lot next to Camelot Theatre, but it may only be temporary. I love having my business in Talent, cooking for the people of Talent, and participating in events like the Talent Harvest Festival.

Date you'll be ready to locate to the Gateway Site: Nov 1, 2021 Is your food truck mobile?: Yes

Please share why you are requesting grant funding to locate on the Gateway Site.: I lost a few accessories during the fire, my food cart dolly, and some other tools and utensils, but thankfully, the food cart itself was parked at home that day, because it was too windy to set up my canopy, and so my cart survived the fire. I consider myself lucky as others have lost everything, and maybe don't have insurance. I am mostly requesting grant funding, because after the fire, and during the pandemic, there has been less activity in downtown Talent and my business has suffered. My original location was affected and I have struggled to find a good location since. The location I am at is only temporary and the Gateway site seems like a great location. The funding would help offset some of the losses my business has sustained post-fire and during the pandemic.

Please provide a description of your business and the products you offer for sale.: My business is a small food cart that serves fresh and healthy traditional Thai dishes including Pad Thai, Sweet Thai, Thai Breakfast, Green Curry, Pad ki Mau (Drunken Noodle), Yum Nue (Sliced beef in lemon juice), Thom Ka Soup, Fresh Roll, Cucumber Salad, Glass Noodle Salad, Thai Iced Tea, Thai Iced Coffee, and more. Please describe the impacts the Almeda Fire had on your business.: As described earlier, I lost a few accessories during the fire, my food cart dolly, an extension cord, an extra canopy I stored on-site, and some other tools and utensils, but thankfully, the food cart itself was parked at home that day, because it was too windy to set up my canopy, and so my cart survived the fire. I feel very lucky that my business survived the fire, mostly intact, while others have lost everything. The fire's impact on me has been seeing the devastation that has befallen Talent and Phoenix, and the loss of business activity in the towns. Because of the fire I had to move my location several times. I have struggled to find a good location, and my current location is only temporary. The Gateway site seems like a great location. The reduced business activity in Talent has affected my business, as it has others. I have experienced a reduction in people visiting my business, and I am thankful for my core group of customers, who have continued to visit my food cart, despite it being in an out of the way location at the moment. The

funding from the grant would help offset some of the losses my business has sustained post-fire and during the pandemic.

How does your business fit into the Gateway Site's vision?: My business fits into the Gateway Site's pre and post-fire vision in several ways. My business fits in well with both temporary and permanent housing. Everybody needs food and my business provides that. My business is pedestrian and bike friendly and provides an outdoor space where people can gather together and interact while waiting for their food to be prepared. I fit into the vision of Talent as a maker city, because I make a variety of creative, fresh, good-tasting, healthy dishes for people at an inexpensive price. I provide a style, taste and type of cooking that is somewhat unique in Talent. I am a good cook, I have had a business presence in the Talent area for a number of years, and I have many customers who like and appreciate me and my food, and who I like and enjoy preparing food for.

Please share the length of time your business has been in operation.: I have been operating Wasana's Thai Food Cart for over 10 years, and have been in the restaurant business most of my life.

Does your business have a sustainability plan?: My sustainability plan consists of 3 parts and is fairly simple. The 3 core areas of sustainability for me are my business, the environment and society. My plan is to maintain a viable business, while respecting the environment and society. I am a one-woman operation, and my sustainability plan endeavors to balance these 3 core areas as best as I can. The business aspect of my plan is to run a business that provides me with a means of making a living, which means trying to keep my business expenses to a minimum. The environmental portion of my plan is to reduce waste, and reuse and recycle resources as much as possible. I use compostable and biodegradable containers. I try and maintain items for use (canopies, propane tanks, refrigerators, etc.) as long as possible, I recycle packaging when possible, I buy whole vegetables and wash, peel and prep them myself, transporting them in reusable containers, rather than buying pre-prepped vegetables, prepackaged in wasteful, over-packaging. I compost vegetable scraps when possible. The social aspect of my plan is to make fresh and healthy, affordable food for people. I also, provide food free, when possible, for people who ask and appear to be unable to pay for it. I grew up for a time as a young teenager, on my own, on the streets of Bangkok, and I know what it means to be hungry.

Do you plan on serving alcohol? If so, what alcoholic drinks do you plan to serve?: I do not plan on serving any alcoholic beverages.

What other support have you received for your business? (PPP loan, SOREDI grant, insurance, etc): I have not received any other support.

Please list your menu items, suppliers, and describe how and where foods will be cooked and prepared. : My menu items include Pad Thai, Sweet Thai Chicken or Tofu, Thai Breakfast, Green Curry, Pad ki Mau (Drunken Noodle), Yum Nue (Sliced Beef in Lemon Juice), Thom Ka Soup, Fresh Roll, Cucumber Salad, Glass Noodle Salad, Thai lced Tea, Thai lced Coffee, and more. My suppliers are local grocery stores including Rays Food Place, Rogue Valley Farmers and Growers Market, The Phoenix Farmers Market, The Asian Market, occasionally some vegetables from my own home garden, Cash and Carry, and propane and gas from the Talent Gas Station on Talent Avenue. My food is prepared fresh on-site, one dish at a time. My cart has a grill and several burners, a refrigerator, two sinks with hot water, and a waste water tank. Some pre-

preparation of food occurs in my home kitchen, such as washing and cutting vegetables.

Please describe your cleaning and health & safety processes.: I am licensed by, and follow all the requirements for food trucks of the Jackson County Health Department. I have an annual inspection by the Health Department. I wash my hands frequently and do not touch food with my bare hands – I use gloves and/or utensils such as tongs. I wash surfaces and utensils often. Meat is cooked to a high temperature to kill any organisms, perishable foods are kept in ice in coolers and/or refrigerated, foods are stored in airtight containers, and raw meat is kept separate from other foods. I clean my food cart at the end of each day and disinfect food preparation surfaces. I wash containers and cooking pots and pans in the sink and a dishwasher at the end of the day, and I wash dishclothes in the washing machine. I wear a mask and am vaccinated for covid.

Please share your future business goals and objectives.: My future business goals and objectives revolve around wanting to make my business less time and energy intensive. As a sole proprietor it is very difficult to do everything myself, especially as I get older. Set up and take down every day takes a lot of energy, and especially in cold, wet and windy weather, and putting up and keeping a canopy from blowing away or breaking can be a challenge (I go through about 5 canopies a year). I would like to buy an enclosed trailer or a food truck or build a small covered gazebo type structure in the future both for my cart and/or for customers. I have also thought about a small on-site storage building with electricity, running water and a sink would be nice. I have also thought about trying to bring on an employee or two to help with the work. I have also thought about trying to teach Thai Cooking classes. There are pros and cons to all of these objectives and they all require money, and so for now, they remain a dream, but they are objectives I constantly think about and am slowly working towards.

Please share any other assistance that your business might need over the next 5 years.: I don't know that I will "need" any assistance over the next 5 years, but if there were offers of assistance for either money or space I would certainly apply and I would put it towards the things I related in the previous question regarding goals and objectives for my business. A covered, gazebo type structure or a small storage facility with electricity, running water and/or a sink would be tops on my list, as would a space or a means of branching out into teaching Thai cooking classes.



## AGENDA REPORT

Meeting Date: November 2, 2021 Primary Staff Contact: Jon Legarza

Staff Recommendation: None Estimated Time: 10 minutes

#### ISSUE BEFORE THE BOARD

Approval of Direct Contract for Personal Services with Elaine Howard Consulting

#### **BACKGROUND**

Agency staff is excited to present the direct personal services agreement with Eliane Howard Consulting for the envisioning of the new urban renewal plan area for Board approval.

Urban Renewal Agencies are separate legal bodies from cities. Once an urban renewal plan is adopted, urban renewal agencies are tasked with meeting the goals set out within the plan. Goals within urban renewal plans could include: construction or improvement of streets, utilities and other public uses, rehabilitation or conservation of existing buildings, acquisition and improvement of property, or the re-sale or lease of property. With the devastating effects of the Almeda Fire, the Board of Directors has remained committed to studying and investigating to what extent a new urban renewal plan could help pave the way to rebuilding the Talent community, with the primary objective of developing more affordable and accessible housing within the Community. While the current Gateway Project will help provide transitional housing within the short-term recovery efforts, there remain many more opportunities and challenges that a new urban renewal plan could help Talent tackle within the coming years.

#### **RECOMMENDATION**

None

#### **RELATED POLICIES**

None

#### POTENTIAL MOTIONS

"I move to direct Agency staff to execute the Direct Personal Services Agreement with Elaine Howard Consulting."

#### **ATTACHMENTS**

Direct Personal Services Agreement with Elaine Howard Consulting

# 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;

WHERAS, 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;

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. <u>Services</u>. 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 preapproved 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. <u>Federal Funds</u>. 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. <u>No Benefits</u>. 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. <u>Compliance with Laws</u>. 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. <u>Covenants</u>. 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. <u>Applicable Law.</u> 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. <u>Entire Agreement.</u> 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. <u>Notices</u>. 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: Lellen Estman Q	Ву:		
Elaine Howard	Jon Legarza		
Elaine Howard Consulting, LLC	TURA		
Date: 0tt 13, 2.011	Date:		





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

## Table of Contents

Background	. 1
Scope of Work: Meetings and Public Involvement	. 1
Scope of Work: Document Preparation	. 2
City Responsibilities	. 5
Timeline for Completing Scope of Work	. 6
Budget	6

## 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)

- 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.

## 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 if 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

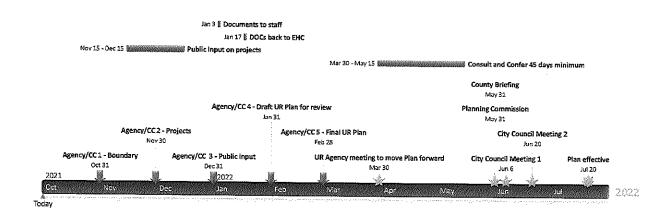
- There is a contingency of \$3,000. This will only be accessed on approval by client.
- If legal advice is needed, it will be considered an extra item and will be in addition
  to the proposed contract amount. We do not anticipate a need for additional legal
  counsel advice unless you want legal review 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.

## 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

Meeting Date: November 2, 2021 Primary Staff Contact: Jon Legarza

Staff Recommendation: None Estimated Time: 10 minutes

#### ISSUE BEFORE THE BOARD

Discussion of Joint City Council / TURA Study Retreat on Urban Renewal

#### **BACKGROUND**

The City Manager of the City of Talent previously circulated a Doodle poll for dates on a potential City Council / TURA Study Retreat on Urban Renewal. During the Board meeting, Agency staff will review responses from the poll and solicit a date and time from the Board of Directors to schedule the future session.

#### RECOMMENDATION

None

#### **RELATED POLICIES**

None

#### **POTENTIAL MOTIONS**

"I move to schedule the joint City Council / TURA Study Retreat on Urban Renewal for ++++ and provide proper public notice of the meeting."

#### **ATTACHMENTS**

None



## AGENDA REPORT

Meeting Date: November 2, 2021 Primary Staff Contact: Jon Legarza

Staff Recommendation: None Estimated Time: 10 minutes

#### ISSUE BEFORE THE BOARD

Consideration of Master Planning Design Contract with Salazar Architect, Inc. for Long-Range Housing Improvements for Gateway Expansion, Visioning the Block Between Talent Avenue and 99 Corridor

#### **BACKGROUND**

Agency Staff is excited to share the opportunity to expand the visioning of the Gateway Project to include the broader areas between the 99 corridors and Talent Avenue. As that the first stage of the Gateway project is completed, Agency staff has returned to the original Agency vision and expanded the Gateway area to include areas that were originally proposed in Urban Renewal Agency meetings throughout 2016 and early-2017. Staff is specifically includes the following properties between the 99-corridor and Talent Avenue into the Gateway master plan:



In order to envision this space, the Agency has identified 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. Salazar Architect's mission-driven approach integrates community and sustainable design methods with a deep understanding of how materials, forms, and systems affect the well-being of communities. Following the Almeda Fire, much of this area within the map above was demolished, and Agency staff believes that having an experience long-range architecture firm envisioning the area within community-led engagement activities will pave the way to the revitalization of the area for years to come.

Salazar Architect has a rich history of community engagement. According to their website, "While Salazar Architect designs a lot housing, we are not a housing firm. It's our vehicle to engage with community-based organizations who are focused on empowering their members. Our pro-bono and 'low-bono' work with these grassroots groups helped launch the firm in 2007 and today we regularly donate hundreds of hours to non-profits as part of the One+ architecture program. We also collaborate with university sponsored programs that help educate the next generation of public interest designers. In 2019 Salazar Architect donated 900 hours, equivalent to over 4% of the firm's time for the year." The firm also has a rich history for public engagement workshops when master-planning areas:



#### **RECOMMENDATION**

None

## **RELATED POLICIES**

None

#### **POTENTIAL MOTIONS**

"I move to direct Agency Staff to execute the Personal Services Agreement with Salazar Architect, Inc. for Long-Range Improvements for the Gateway Expansion, Visioning the blocks Between Talent Avenue and the 99 Corridor."

#### **ATTACHMENTS**

Personal Services Contract with Salazar Architect, Inc.

# 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 Salazar Architect, Inc., 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, except as provided in ORS 279A.140, a contracting agency may enter into personal services contracts. A contracting agency shall select a consultant to provide architectural, engineering, photogrammetric mapping, transportation planning or land surveying services on the basis of the consultant's qualifications for the type of professional service required. A contracting agency may solicit or use pricing policies and proposals or other pricing information, including the number of hours proposed for the service required, expenses, hourly rates and overhead, to determine consultant compensation only after the contracting agency has selected a consultant;

WHEREAS, a contracting agency's screening and selection procedures under this section, regardless of the estimated cost of the architectural, engineering, photogrammetric mapping, transportation planning or land surveying services for a project, may include considering each prospective consultant's: (a) Specialized experience, capabilities and technical competence, which the prospective consultant may demonstrate with the prospective consultant's proposed approach and methodology to meet the project requirements; (b) Resources committed to perform the services and the proportion of the time that the prospective consultant's staff would spend to perform services for the contracting agency, including time for specialized services, within the applicable time limits; (c) Record of past performance, including but not limited to price and cost data from previous projects, quality of work, ability to meet schedules, cost control and contract administration; (d) Ownership status and employment practices regarding disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans own, emerging small businesses or historically underutilized businesses; (e) Availability to the project locale; (f) Familiarity with the project locale; and (g) Proposed project management techniques;

WHEREAS, Salazar Architect, Inc. is an experienced architecture firm with documented experience in raising community awareness of projects while partnering with local and regional partners;

WHEREAS, Salazar Architect, Inc. has a demonstrated record of holding community-led workshops and fostering input from diverse stakeholders and community members on large-scale projects;

WHEREAS, Salazar Architect, Inc. is familiar with the specific project locale and has numerous of years of experience in developing affordable housing projects while coordinating with affordable housing developers and builders;

WHEREAS, Salazar Architect, Inc. can help foster multi-lingual outreach to the Talent Community, ensuring all community members are engaged in the long-range planning efforts of the area;

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

NOW THEREFORE, the parties agree as follows:

- 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. <u>Compensation; Billing; Payment</u>. Agency shall pay Consultant an amount not to exceed \$50,000.00 for work performed and completed to Agency's satisfaction in Exhibit A. Any amounts over \$50,000.00 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 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. <u>Federal Funds</u>. 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. <u>No Benefits</u>. 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. <u>Compliance with Laws</u>. 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. <u>Covenants</u>. 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. <u>Applicable Law.</u> This Agreement shall be construed in accordance with Oregon law.
- XII. <u>Severability.</u> 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. <u>Entire Agreement.</u> 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. <u>Notices</u>. 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:	
Alex Salazar	Jon Legarza	
Salazar Architect, Inc.	TURA	
Date:	Date:	



Salazar Architect Inc. 3050 SE Division, Suite 240 Portland, OR 97202 (503) 702-2575 www.salazarch.com

Jon Legarza
Executive Director
Urban Renewal Agency of the City of Talent
jon@talenturbanrenewal.com
www.talenturbanrenewal.com

October 28th, 2021, Via Email

Re: Talent Gateway Cultural Assessment, Visioning Workshops, Conceptual Urban Design Master Plan and Site Feasibility Study.

Dear Jon,

We are pleased to submit this Fee Proposal for the study of the Talent Gateway site for affordable housing, and to be able to provide master planning and community engagement work for the area. As discussed, our firm is well positioned to intersect with the community, including Latinx residents and other community members. Thank you for this opportunity to provide this fee proposal.

#### I. PROJECT DESCRIPTION

General Information: The Talent Gateway site is located at the intersection of W. Valley View Rd. and S. Pacific Highway. It is currently occupied as a temorary place for residents displaced by the wildfires in 2020. The scope of work includes community engagement and design work to create a Master Plan and site Feasibility Study. The work would be the bassis for the City's anticipated June 2022 RFI for potential developers.

- Conceptual Master Plan: The overall area for the work is about 15-20 acres which needs a Conceptual Urban Design Master Plan created. This work needs to interesct with commuity stakeholders which may include Urban Forestry Committee, Public Arts Committee, Ashland Food Coop, Talent Maker Space and others.
- Site Feasibility Study: The feasibility study site is about 4 to 5 acres in size. The work should consider the existing roundabout and road connection through the site, which would ideally stay in the future plans. Potential uses for the site include senior housing, a commercial building, food trucks and other amenities; there is also a desire for an early learning center and/or a Boys & Girls club.



#### **II. ARCHITECT'S TEAM**

#### Salazar Architect Inc.

Salazar Architect has a mission-driven approach that integrates community and sustainable design methods with a deep understanding of how materials, forms and systems affect the well-being of communities. Our firm is one of the few private practices in the US specialized in Community Design, an established field that combines community engagement work with architecture and urban design. Salazar Architect is also highly specialized in affordable housing and one of the few large (21 staff) Latinx owned architecture practices in the State of Oregon. Five of our staff are from Latin American and are fluent Spanish speakers. Over the last 14 years we have designed 35 developments with 2,950 apartments. Over 87% of this work is affordable housing. Alex Salazar will lead Salazar Architect's scope as Principal-In-Charge, along with a Project Manager and Designer from Salazar Architect.

#### Place It! (as known as Prairieform)

Place It! is a nationally renowned community design firm that has completed dozens of workshops in Oregon, including in Medford, Eugene and Redmond. Salazar Architect is currently collaborating with Place It! with the City of Hillsboro, Oregon, and we have found their initial engagement work highly useful in quickly identifying culturally specific design elements during the Visioning stage of the work. James Rojas is an urban planner, community activist, educator and artist who runs the planning, model-building and community outreach practice Place It! John Kamp is an urban and landscape designer, facilitator, artist, and licensed landscape contractor at Prairieform who has developed innovative tools for engaging people of all ages and backgrounds in both design and the natural world. For the purposes of this contract, Salazar Architect would contract John and James' services through Prairieform.

#### **III. OWNER'S TEAM**

TBD. We recommend the City retain an affordable housing finance consultant to participate in the work to provide input on unit mix, building types, and the overall conceptual financial proforma. Meetings can be held as needed during the course of this work.

TBD. We recommend the City retain a Civil Engineering firm or utilize its inhouse Civil engineers to assist with reviewing and giving input into the master planning work.



#### IV. SCOPE OF BASIC SERVICES

#### A. Preparation

- Coordination of our team, preliminary review of reports and documents provided by the City, preliminary zoning code review and summary.
- Virtual check in meetings every two weeks.
- Phone calls and emails as necessary to prepare for the work.

#### B. Cultural Assessment site walks and conceptual Visioning Workshops

Two full days in the City of Talent. This work is led by Salazar Architect and is in collaboration with Prairieform. Prior to the events, the City of Talent to coordinate selection of participants and organize turn out for each session, location of meetings with adequate size for social distancing, etc.

#### Day 1 - Meeting and Cultural Assessment Walks

- Meeting with City Staff / Agencies to review scope and understand constraints of the site and neighborhood.
- Master Plan walk with City Agency staff and key community members to hear and understand goals and desires for the overall master planning process.
- Cultural Assessment walk by the design team to document the neighborhood and cultural elements that may already exist in the neighborhood

#### Day 2 - Conceptual Visioning Workshops

• Three (3) conceptual Visioning Workshops: one with the City / Agencies; one with members of the Latinx community; and one with neighborhood leaders. These sessions use conceptual workshop model kits to understand participants the personal history / stories / desires of the participants when they think about the future of the site and neighborhood.

## C. Conceptual Urban Design Master Plan and Site Feasibility Study

This urban design Master Plan and Site site Feasibility study involves a variety of tasks, and would have several rounds of refinements and discussions with the City and agencies.

#### The scope includes:

1. Conceptual Urban Design Master Plan. Initial concepts and plans will be created for discussion with City and Agency staff. This may include up to 3 design options. Refinement of one Conceptual Urban Design Master Plan will be selected to move forward to a final conceptual design. Virtual meetings can be held as needed during this work.



- 2. Site Feasibility Study. A Site Feasibility Study will be created for discussion with City and Agency staff. This includes: a) up to three site design options initially; b) refinement of one design option to move forward to a final design. Virtual meetings can be held as needed during the course of this work.
- 3. Virtual Presentation. The team will format exhibits and present the Urban Design Master Plan and Site Feasibility Study work at one City sponsored community meeting. Any final feedback will be documented and summarized after the session. Revisions to the drawings may occur after the session to finalize the plans.
- 4. Virtual check in meetings every two weeks.
- 5. Phone calls and emails as necessary to prepare for the work.

#### V. DELIVERABLES

- Photos and written notes from of the community design sessions.
- Conceptual Urban Design Master Plan: Zoning analysis and conceptual master plan drawings.
- Site Feasibility Study: Zoning analysis, site plan, building diagrams, unit count, massing diagrams

#### VI. SCHEDULE

We anticipate a 3 to 4 month schedule for the scope of work. Below is a tentative schedule for work in 2022:

Jan.: Scope A. Preparation, January 2022

Feb.: Cultural Assessment site walks and conceptual Visioning Workshops Feb., March and April: Scope C. Conceptual Urban Design Master Plan and Site Feasibility Study

#### VII. COMPENSATION

\$ 5,000, Scope A. Preparation

\$15,000, Scope B. Cultural Assessment site walks and conceptual Visioning Workshops

\$30,000 Scope C. Urban Design Master Plan and Site Feasibility Study (Salazar Architect)

TOTAL: \$50,000

For a more robust community design process, we recommend considering adding some of the elements listed under Additional Services below.



#### VIII. INVOICING

Invoices will be monthly by email and are due upon receipt. Invoices are late after 30 days. Late invoices will be billed an additional 1.5% for each month of non-payment.

#### IX. INSURANCE

Salazar Architect Inc. is insured with a \$2 mil. professional liability policy.

#### X. ADDITIONAL SERVICES

See attached Exhibit A: Hourly Rates for Salazar Architect's standard Hourly Rates. Potential additional services could include:

- 1. Items not identified in the scope listed above.
- 2. Civil Engineering sub-consultant if required to be under Salazar Architect's contract.
- 3. Affordable housing finance sub-consultant if required to be under Salazar Architect's contract.
- 4. Final Report. A formal graphic designed report with narratives and illustrated with photographs and drawings that describe the community design process and outcomes.
- 5. Additional Community Engagement activities. This could include items such as:
- Power Analysis. A session with City agencies to help the city determine who is most impacted by the changes to the built environment, and who has the least amount of influence on the development. This assessment provides the team a focused strategy for prioritizing stakeholder focus, level of engagement and techniques, such as focus groups, surveys, etc. based on the timeline and budget.
- On-Line surveys. Surveys deployed through City channels, with analysis and development to gain insight and information relevant to the future design work.
- Phone Interviews. One-on-one thirty min. long interviews with selected individuals by the City. Questions to be developed in collaboration with City staff.
- Virtual Community Discussion. An interactive virtual presentation / discussion with community members to go over the Cultural Assessment Walks about the street / open space / buildings, in order to discuss and refine our understanding of common cultural values / desires for future planning work.
- Pop Up events. Mobile, brief, pop-up event(s) to engage people where they are at (grocery stores, laundromats, schools, community events, etc.), to work through an interactive display using tactile materials, image boards, or interactive models, that focus on design topics. This will provide people the ability to give input and share something about their core values that can help guide the design work.



#### XI. REIMBURSABLE EXPENSES

Per the attached <u>Exhibit B: Reimbursable Schedule</u>. Not to exceed \$7,500 without prior authroization by the client.

#### **XII. CONDITIONS AND ASSUMPTIONS**

- 1. Salazar Architect Inc.'s involvement covers the specific scope of work described above and does not cover items not specifically included. The prices quoted are valid for 60 days of the date of this fee proposal.
- 2. In addition, our standard terms listed in <u>Exhibit C: Conditions and Assumptions</u> (attached) is incorporated into this agreement.

On behalf of Salazar Architect Inc. we appreciate your consideration of this proposal and we look forward to the opportunity to work with you. Please call Alex directly if you have any questions. You may acknowledge your acceptance of this proposal by signing below and returning one copy to our office. Your signature allows us to initiate services.

Sincerely,

Alex Salazar, AIA, NOMA Founding Principal, Salazar Architect Inc. asalazar@salazarch.com cell (510) 710-8008

#### Attachments:

Exhibit A: Hourly Rates

Exhibit B: Reimbursable Schedule

Exhibit C: Conditions and Assumptions

Fee Proposal accepted or	n behalf of the	City of Talent by	<b>/</b> :
Signature	-		
Name	- ——— Title	Date	

# SALAZARCHITECT

Salazar Architect Inc. 3050 SE Division., Suite 240 Portland, OR 97202 (503) 702-2575 www.salazarch.com

#### **EXHIBIT A: HOURLY RATES**

Ownership / Management	\$ Per Hour
Founding Principal / President	\$226
Managing Principal	\$232
Principal	\$203
Dir. of Operations	\$193
<u>Directors &amp; Associates</u>	
Director of Communications & Engagement	\$144
Associate Principal / Senior PM	\$190
Senior Associate / Senior PM	\$177
Associate / Project Manager	\$155
<u>Staff</u>	
Senior PM - Sacramento	\$195
Senior PM	\$165
Senior Architect/ Foreign Architect	\$157
Senior Architectural Staff	\$135
Senior Interior Designer	\$133
Project Manager	\$150
Architect III / Foreign Architect	\$155
Architectural Staff III	\$128
Interior Designer III	\$127
Architect II / Foreign Architect	\$137
Architectural Staff II	\$120
Interior Design II	\$120
Architect I / Foreign Architect	\$107
Architectural Staff I	\$ 98
Interior Designer I	\$ 94
Designer	\$ 85
Administrative Staff	\$ 89

#### Notes:

- 1. Salazar Architect Inc. may adjust hourly rates every 6 months.
- 2. Consultant rates are available upon request.



Salazar Architect Inc. 3050 SE Division., Suite 240 Portland, OR 97202 (503) 702-2575 www.salazarch.com

## **EXHIBIT B: Reimbursable Schedule**

January 1, 2020

#### **Local and Out of Town**

Local and Out of Town Direct Expenses	Fee
Reprographics by outside vendors	at cost + 10%
Workshop Supplies	at cost + 10%
Delivery Fees	at cost + 10%
In House printing, 8.5 x 11 and 11 x 17	included in contract (no cost)

Additional Out of Town Direct Expenses	Fee
Parking	at cost + 10%
Travel (air fare, lodging)	at cost + 10%
Car Rental or Car Share	at cost + 10%
Mileage	per federal standards
Travel and Per Diem	per federal standards

---END OF EXHBIT---

# SALAZAR CHITECT

Salazar Architect Inc. 3050 SE Division., Suite 240 Portland, OR 97202 (503) 702-2575 www.salazarch.com

#### **EXHIBIT C: CONDITIONS AND ASSUMPTIONS**

September 18, 2019

#### 1. Professional Standard

Salazar Architect Inc. shall provide all services required by this Agreement in a manner consistent with the degree of skill and care ordinarily exercised by members of the same profession currently practicing in the same locality as the Project, under similar circumstances ("Professional Standard"). Salazar Architect Inc. makes no warranty, certification or guarantee, and shall not be required to make any warranty, certification or guarantee as to its services or work product, except that they shall be performed and prepared consistent with the Professional Standard.

#### 2. Environmental Hazards

Scope of services does not include any services related to environmental hazards, including but not limited to lead-based products or paint, mold, asbestos, asbestos products, polychlorinated biphenyls (PCB) or other hazardous or toxic materials.

#### 3. Visional Inspection

Observations of the interior and exterior of the development will be performed by visual inspection. Moving of furnishings and possessions is not included. Any item of inspection that cannot be performed from grade and/or existing floors is excluded.

#### 4. Codes

Upgrades required by governmental agencies and code revisions adopted on or after the date of this proposal are not included in this proposal.

#### 5. Owner Information

Owner acknowledges that Salazar Architect Inc. and our consultants are entitled to reasonably rely on reports, data, studies, plans, specifications and other information provided to Salazar Architect Inc. by Owner and others performing services on behalf of Owner ("Owner Information"). Salazar Architect Inc. assumes no liability or responsibility for the accuracy of such Owner Information. Furthermore, Owner will defend and indemnify Salazar Architect Inc. from any loss or liability due to erroneous, incomplete, or insufficient Owner Information.

#### 6. Termination

Either party may terminate this Agreement upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination, and should the failure to perform not be cured or corrected during the notice period. In the event of termination not due to Salazar Architect Inc.'s substantial non-performance, Salazar Architect Inc. shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due, including anticipated profit on the value of the services provided, without prejudice to any other rights or recourse. Salazar Architect Inc. may terminate this agreement for convenience, with not less than ten (10) days' notice to Owner. In the event Salazar Architect Inc. terminates for convenience, Salazar Architect Inc. shall be compensated for services performed prior to termination and reimbursed for Reimbursable Expenses then due.

#### 7. Limitation of Liability

Owner, for itself, its successors, heirs and assigns agrees to limit the liability of Consultant, its officers, employees and sub-consultants, to Owner and to all third parties, arising from any cause or causes in any way arising out of or related to this agreement, including but not limited to defense costs, such that the total aggregate liability of Consultant, its officers, employees and sub-consultants to all those named shall not exceed the actual proceeds of any insurance coverage available to cover Consultant for any such liability. Owner expressly agrees that any liability arising out of this project shall

# SALAZARCHITECT

be limited to the Consultant and its applicable insurance and shall not be the basis of personal liability as to Consultant's owners, officers, directors, or employees.

#### 8. Instruments of Service

All of the work product prepared by Salazar Architect Inc., or on behalf of Salazar Architect Inc., in connection with the Project are Instruments of Service solely for the exclusive use of the Owner for the Project. Salazar Architect Inc. and Salazar Architect Inc.'s consultants are the authors and owners of their respective Instruments of Service, and shall retain all common law, statutory and other reserved rights, including copyrights. Upon execution of this Agreement, Salazar Architect Inc. grants to Owner a nonexclusive license to use the Instruments of Service for the Project, provided that Owner performs its obligations under this Agreement, including prompt payment of all sums due under this Agreement. The Instruments of Service may not be used on any other project without Salazar Architect Inc.'s prior written agreement. Owner shall indemnify, defend and hold Salazar Architect Inc. harmless from any liability due to the unauthorized use or modification of Salazar Architect Inc.'s Instruments of Service permitted by Owner.

#### 9. Condominiums

This contract and proposal assumes the project is apartments for rent. If at any time during this scope of services the project changes to condominiums, this contract will require amendment to include Owner specific requirements for maintenance manual, buyer disclosure inspections, and alternate dispute resolution criteria/requirements.

---END OF EXHBIT---



# AGENDA REPORT

Meeting Date: November 2, 2021 Primary Staff Contact: Jon Legarza

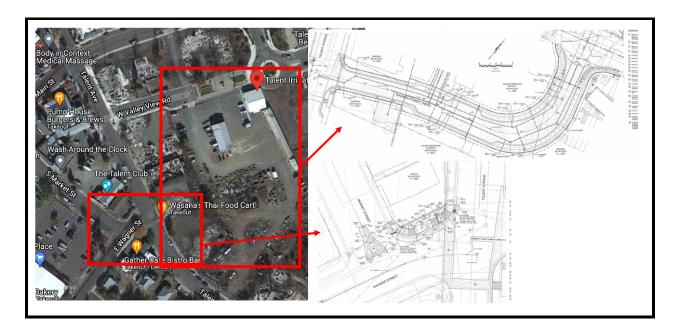
Staff Recommendation: None Estimated Time: 10 minutes

#### ISSUE BEFORE THE BOARD

Consideration of Civil Engineering Contract with ZCS Engineering & Architecture for Wagner and Talent Avenue Road Alignment

#### BACKGROUND

Following direction from the previous Board Meeting, Agency staff has identified the original firm that developed the transportation improvement plans, connecting Wagner with the proposed road through TID. You can see images from the original civil plans for the area below:



Agency staff is excited about the opportunity to work with ZCS Engineering & Architecture on the future connectivity of the area and for the Gateway project. Within the proposed motion, the Engineering would be tasked to work with Salazar Architect to envision multi-modal connectivity within the area, focusing on different modes of transportation. The Engineering firm will be tasked with developing concrete plans that the Agency could employ within future real estate negotiations with property owners in the area.

#### **RECOMMENDATION**

None

#### **RELATED POLICIES**

None

#### **POTENTIAL MOTIONS**

"I move to direct Agency staff to execute the Personal Services Agreement with ZCS Engineering & Architecture for Wagner and Talent Avenue Road Alignment, and direct Agency Staff to facilitate coordination between the Engineer and third parties on visioning multi-modal connectivity within the area."

#### **ATTACHMENTS**

Draft Personal Services Agreement with ZCS Engineering & Architecture

# 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 ZCS Engineering and Architecture, 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, except as provided in ORS 279A.140, a contracting agency may enter into personal services contracts. A contracting agency shall select a consultant to provide architectural, engineering, photogrammetric mapping, transportation planning or land surveying services on the basis of the consultant's qualifications for the type of professional service required. A contracting agency may solicit or use pricing policies and proposals or other pricing information, including the number of hours proposed for the service required, expenses, hourly rates and overhead, to determine consultant compensation only after the contracting agency has selected a consultant;

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, ZCS Engineering and Architecture has performed work from 2008 through 2015 on previous phases of the associated West Valley View project and retains the associated surveys and design files;

WHEREAS, This new project will be a modification to the previous unconstructed designs for a connection between E Wagner Street and W Valley View Road located at the intersection of Talent Avenue and E Wagner Street in Talent, Oregon;

WHEREAS, ZCS Engineering and Architecture will provide services that would allow the Agency to understand the layout limitations and the impacts to existing facilities, and to make the best possible informed decisions moving forward; WHEREAS, the Consultant has already worked with the Agency and the City of Talent on its road improvements;

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 road alignment study moving forward in a timely manner;

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

NOW THEREFORE, the parties agree as follows:

- 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. <u>Compensation; Billing; Payment</u>. Agency shall pay Consultant an amount not to exceed \$20,000.00 for work performed and completed to Agency's satisfaction in Exhibit A. Any amounts over \$20,000.00 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.

<u>Payments</u>. 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.

<u>Expense Reimbursement</u>. 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. <u>Federal Funds</u>. 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. <u>No Benefits</u>. 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. <u>Compliance with Laws</u>. 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. <u>Covenants</u>. 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. <u>Termination</u>. 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. <u>Applicable Law.</u> This Agreement shall be construed in accordance with Oregon law.
- XII. <u>Severability.</u> 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. <u>Entire Agreement.</u> 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. <u>Notices</u>. 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:
Sylas Allen	Jon Legarza
ZCS Engineering and Architecture	TURA
Date:	Date:

# ZCS ENGINEERING ARCHITECTURE

November 2, 2021,

Jon Legarza
Talent Urban Renewal Agency
110 E Main Street
Talent, Oregon 97540
Jon@TalentUrbanRenewal.com
(702) 449-5479

Reference: West Valley View – Wagner Street Re-Alignment

Subject: Engineering Design Services Proposal – Phase 1 Wagner Street Evaluation

Mr. Legarza,

Thank you for the opportunity to prepare the following proposal for West Valley View, Wagner Street Re-Alignment Evaluation. Below, we have provided brief descriptions of the anticipated phases of work along with a proposed fee to complete our scope. This proposal reflects our understanding of the scope of work based on our phone conversations with you during the weeks of October 18th and 25th, 2021.

ZCS has performed work from 2008 through 2015 on previous phases of the associated West Valley View project and retains the associated surveys and design files. This new project will be a modification to the previous unconstructed designs for a connection between E Wagner Street and W Valley View Road located at the intersection of Talent Avenue and E Wagner Street in Talent, Oregon. It is our understanding the Board of the Urban Renewal Agency of The City of Talent (henceforth, the Board) would like to approach these anticipated public improvements through a "Preliminary Phase 1". This would allow the Board to understand the layout limitations and the impacts to existing facilities, and to make the best possible informed decisions moving forward. The outcome of this Preliminary Phase 1 could impact the master planning documents of the future Wagner street construction.

It is our understanding this project will be constructed on ±2 acres of undeveloped and/or fire damaged land currently divided across tax lots 2000 and 2100 (Morgan), tax lots 2400 and 2600 (Talent Irrigation District), and tax lot 2700 (Rhodes). Approximately 600 LF of proposed Wagner Street roadway will connect the W Valley View Road Roundabout to the intersection of Talent Avenue and existing E Wagner Street. The overall project goals will be to re-design the new section of Wagner Street to an overall right-of-way width of 75', to increase on-street parking along both sides of the new roadway, and to improve the alignment of the intersection at Talent Avenue. A summary of the following previously established items will be necessary to facilitate this goal:

- The Original traffic study for the project.
- The alignment for the previously designed connecting roadway.
- The intersection and roundabout connections.
- On-street Parking.



- The approach to proposed alleyway.
- Curb, gutter, and sidewalk associated with the alignment.
- Stormwater conveyance, detention, and treatment.
- Water and sanitary utilities.

This Phase 1 proposal is for summary research and for schematic design sufficient to inform the Board of the Urban Renewal Agency of the City of Talent of the improvements and tasks associated with the proposed project. Upon presentation to and feedback from the board, a Phase 2 proposal will be provided to complete the remaining design and construction phases.

This is an important project to ZCS. We are excited to utilize our experience to help you complete your proposed development. The following further outlines our proposed fees and understanding of the project scope:

#### **Our Services**

#### Phase 1 Design Services (ZCS)

- Assist with coordinating with the owner / architect of Tax Lot(s) 2000 and/or 2100 to determine site specific requirements including parking and driveway access for the re-build project.
- Prepare schematic design plans illustrating the proposed roadway alignment and the horizontal geometry described above.
- Analyze potential impacts to previously designed utility improvements including sanitary sewer, stormwater, and potable water service.
- Prepare project overview presentation.
- Present findings to the Board.

#### **Fees**

Our services will be performed on a lump sum basis and billed based on percentage of completion unless otherwise noted. Any significant scope changes made by the Board or required by local review committees after commencement of work affecting design or drawings may be considered extra services and would be billed with your prior authorization. Additionally, it is assumed that our current insurance coverage will be satisfactory and not required to be increased under the agreement.

**Design Fee: \$20,000** 



# **Exclusions and Assumptions**

ZCS currently assumes the following previously prepared items are adequate to achieve the goals of this proposal. Additional services to update and/or modify these items can be provided upon request:

- Traffic study as previously prepared will be adequate.
- Storm design calculation requirements as previously prepared will be adequate.
- Geotechnical investigation report as previously prepared will be adequate.
- Topographic and utility survey as previously prepared will be adequate.
- Roadway design and construction standards remain as previously submitted.

#### Furthermore:

- It is assumed formal planning consulting is not required. The City of Talent will compile the preliminary staff report/findings of fact documents. This Phase 1 is for preliminary project evaluation only; formal planning approval documents can be provided under an additional service agreement upon completion of Phase 1.
- Construction drawings and associated specifications are excluded from this proposal. These documents can be provided under an additional service agreement upon completion of Phase 1.
- All third-party special inspection fees during construction are excluded.
- All System Development Charges, land development fees, permitting fees, LEED design and documentation are excluded.
- Landscape design where required to be modified shall be provided during a subsequent phase separate from this proposal.
- Additional site environmental studies where required by the AHJ shall be provided during a subsequent phase separate from this proposal.

Please review the above proposal. If you have any questions, feel that we have misinterpreted the scope of work, or feel that the fee proposed is beyond your expectations for this project please contact us so that we can work together to develop an acceptable package for this project.

We appreciate the opportunity to submit this proposal.

Sincerely,

Lucas G. Gowey

Lead Designer, Associate

Sylas E. Allen, PE Principal, VP, COO



# AGENDA REPORT

Meeting Date: November 2, 2021 Primary Staff Contact: Jon Legarza

Staff Recommendation: None Estimated Time: 10 minutes

#### ISSUE BEFORE THE BOARD

Adoption of Public Interest Form for Public Records Requests

#### **BACKGROUND**

After confusion from a public record requestee on what constitutes public interest versus the interest of a private entity (specifically, a consultancy company), Agency staff is requesting direction from the Board of Directors to adopt a public records fee waiver or reduction form where requestors can provide additional information on the Agency on the basis of their fee reduction/waiver request. Please see screenshots below of some forms employed by other State Agencies within Oregon to solicit more information to determine fee waiver decisions.

Please complete the following request for information and be as specific as possible:

- 1. Specific documents requested:
- General background/mission information on requesting individual/group/organization as this information relates to public record requests from the DEQ:
- 3. Purpose for which the requesting party intends to use the information/records requested:
- 4. Specific ability (and plans) of requesting party to disseminate the information to the general public:
- 5. Explain how dissemination of the records/information requested will benefit the general public:
- Any other information that requesting party feels would be valuable in evaluating fee waiver/reduction request:

DEQ: https://www.oregon.gov/deg/FilterDocs/publicRecordsFeeWaiver.pdf

1.	Specific documents requested:
2.	General background/mission information regarding requesting individual/group/organization as this information relates to public record requests from the <u>Travel Information Council</u> :
3.	Purpose for which the requesting party intends to use the information/records requested:
4.	Specific ability (and plans) of requesting party to disseminate the information to the general public:
5.	Explain how dissemination of the records/information requested will benefit the general public:
6.	Any other information that requesting party feels would be valuable in evaluating fee waiver/reduction request:

#### OTIC:

https://oregontic.com/wp-content/uploads/2019/05/3.-Fee-Reduction-Waiver RequestForm-TIC-1.pdf

Pending direction from the Board of Directors, Agency staff will coordinate with the Agency to finalize the form and ensure members of the public complete the form when requesting a fee waiver or reduction for Agency staff time to compile and respond to public record requests.

#### RECOMMENDATION

None

#### **RELATED POLICIES**

None

#### **POTENTIAL MOTIONS**

"I move to direct Agency staff to adopt a form that requests additional information on from public records requestors who are requesting fee waivers or reductions."

## **ATTACHMENTS**

None



# AGENDA REPORT

Meeting Date: November 2, 2021 Primary Staff Contact: Jon Legarza

Staff Recommendation: None Estimated Time: 10 minutes

#### ISSUE BEFORE THE BOARD

Discussion and Possible Direction on Expanding Agency's Communication Resources and Long-Range Communication Plan

#### **BACKGROUND**

The Agency has expanded its outreach to the Talent and surrounding community. The Agency has launched websites, authored press releases, facilitated videography and photography, and provided outreach in multiple languages. The Agency has been featured in local, regional, and national news outlets, sharing its current and future activities. This amount of outreach and media presence is unprecedented for an Agency of this small size.

At this time, Agency staff is recommending that the Board of Directors consider expanding the Agency's communication resources and long-range communication plan. Staff would like to identify and contract with a public relations firm that has experience with public agencies around the topics of affordable housing needs, trauma-informed communication best-practices, non-profit partnerships, fire-recovery funds, and faith-based outreach to develop and lead communications for the agency efforts. Currently, there are numerous partners and agencies working with families, and Staff believes that contracting with a communication firm can provide staff support for the much-needed and clear messaging to the public that helps us more effectively work with those impacted by the Fire with the underlying objectives to help survivors quickly identify resources and help the community understand the long-term goals of the Agency.

#### RECOMMENDATION

None

#### **RELATED POLICIES**

None

#### **POTENTIAL MOTIONS**

"I move to direct staff to identify an experienced public relations firm to communicate Agency's ongoing and future activities and projects."

#### **ATTACHMENTS**

None



# AGENDA REPORT

Meeting Date: November 2, 2021 Primary Staff Contact: Jon Legarza

Staff Recommendation: None Estimated Time: 10 minutes

#### ISSUE BEFORE THE BOARD

Rescheduling or Cancellation of December Board Meeting

#### **BACKGROUND**

Agency staff is requesting that the Board of Directors consider rescheduling or canceling the December Board Meeting due to the holiday season. Agency staff would be happy to facilitate the scheduling of a Special Session via zoom if a topic must come before the Board of Directors during the period between this meeting and January's regularly scheduled Board meeting.

#### RECOMMENDATION

None

#### **RELATED POLICIES**

None

#### **POTENTIAL MOTIONS**

"I move to cancel the December Board meeting, and direct staff to call a special session via Doodle poll if the Board of Directors must meet to deliberate on a topic before the regularly scheduled January Board meeting."

#### **ATTACHMENTS**

None