



CITY OF COOS BAY URBAN RENEWAL AGENCY MEETING NOTICE

September 5, 2017

The meeting will be held immediately following the City Council Meeting which begins at 7 p.m. in the Council Chambers at City Hall
500 Central Avenue - Coos Bay Oregon

All citizens addressing the Urban Renewal Agency under regular agenda items or public comments are required by URA Rule 2.9.4 to sign-in on the forms provided on the agenda table.

If you require a listening enhancement device, please contact the City Recorder.
Please silence electronic devices - Thank you.

Meeting Video

1. Public Comments
2. Consent Calendar
 - a. Acceptance of the July Combined Cash Reports
3. Consideration of a Facade Improvement Grant for the Location of 791 N. Front Street
4. Approval of an Intergovernmental Agreement (IGA) with Port of Coos Bay for Engineering Services of Earthen Berm Repair
5. Adjourn

CITY OF COOS BAY URBAN RENEWAL AGENCY

Agenda Staff Report

MEETING DATE	AGENDA ITEM NUMBER
September 5, 2017	1.

TO: Chair Kramer and Board Members

FROM:

THROUGH:

ISSUE: Video

SUMMARY:

Meeting Video

ACTION REQUESTED:

BACKGROUND:

BUDGET IMPLICATIONS:

CITY OF COOS BAY URBAN RENEWAL AGENCY

Agenda Staff Report

MEETING DATE	AGENDA ITEM NUMBER
September 5, 2017	3.a.

TO: Chair Kramer and Board Members

FROM: Susanne Baker, Finance Director

THROUGH: Rodger Craddock, City Manager

ISSUE: Acceptance of the July Combined Cash Reports

SUMMARY:

This report provides the major fund basic financial statements (fund summary, balance sheet, and combined cash) for the previous month to ensure transparency and full disclosure.

ACTION REQUESTED:

If it pleases the Urban Renewal Agency, accept the monthly Fund Summary, Balance Sheet, and Combined Cash Reports.

BACKGROUND:

These reports are being provided to the Urban Renewal Agency (Agency) and the public pursuant to a recommendation from the City's Auditor and City Manager to provide transparency and full disclosure to all interested parties. The Agency's funds are held on deposit together with the City of Coos Bay's funds for efficiency. Additionally, in FYE 2013 the Governmental Accounting Standards Board (GASB) issued pronouncement GASB 61, which defined the Agency as a blended unit of the City of Coos Bay and the financial statements were combined. The details of the investment portfolio are included in the monthly City of Coos Bay's Fund Summary, Balance Sheet, and Combined Cash Investment Reports and reported pursuant to the Agency's Investment Policy. Routinely, the Agency's transactions are included in three of the City's five bank statements (Accounts Payable, Local Government Investment Pool, and Umpqua Bank State Pool) and are balanced by the middle of the following month; expenditures and receipts are updated daily; deposits made daily; and the financial reports available upon request as well as uploaded monthly onto the Citywide drive.

In the attached reports, the Fund Summary shows all Agency funds are within appropriation levels with 8% of the fiscal year having elapsed. Urban Renewal Downtown Property Tax Collections are at 0% of budget and Urban Renewal Empire Property Tax Collections are at 0% of budget.

BUDGET IMPLICATIONS:

The balances are within the budget appropriations.

ATTACHMENT(S):

- ▣ URA Balance Sheet
- ▣ URA Combined Cash
- ▣ URA Fund Summary
- ▣ URA Combined Cash Summary Tables

City of Coos Bay
Balance Sheet
July 31, 2017

Downtown Special Revenue Fund

ASSETS

51-000-100-1001	Cash - Combined Fund	482,914.43	
51-000-100-1204	Taxes Receivable	79,797.00	
	Total Assets		562,711.43

LIABILITIES AND EQUITY

LIABILITIES

51-000-200-2040	Deferred Revenue	74,990.00	
	Total Liabilities		74,990.00

FUND EQUITY

	Unappropriated Fund Balance:		
51-000-200-2500	Fund Balance	487,148.95	
	Revenue over Expenditures - YTD	572.48	
	Balance - Current Date	487,721.43	
	Total Fund Equity		487,721.43
	Total Liabilities and Equity		562,711.43

City of Coos Bay
Balance Sheet
July 31, 2017

Empire Special Revenue Fund

ASSETS

52-000-100-1001	Cash - Combined Fund	426,871.06	
52-000-100-1204	Taxes Receivable	55,524.00	
	Total Assets		482,395.06

LIABILITIES AND EQUITY

LIABILITIES

52-000-200-2040	Deferred Revenue	52,043.00	
	Total Liabilities		52,043.00

FUND EQUITY

	Unappropriated Fund Balance:		
52-000-200-2500	Fund Balance	429,844.79	
	Revenue over Expenditures - YTD	507.27	
	Balance - Current Date	430,352.06	
	Total Fund Equity		430,352.06
	Total Liabilities and Equity		482,395.06

City of Coos Bay
Balance Sheet
July 31, 2017

Empire Program Fund

ASSETS

53-000-100-1001	Cash - Combined Fund	447,780.70	
	Total Assets		447,780.70

LIABILITIES AND EQUITY

FUND EQUITY

Unappropriated Fund Balance:			
53-000-200-2500	Fund Balance	447,237.70	
	Revenue over Expenditures - YTD	543.00	
	Balance - Current Date	447,780.70	
	Total Fund Equity		447,780.70
	Total Liabilities and Equity		447,780.70

City of Coos Bay
Balance Sheet
July 31, 2017

Downtown Bond Fund

ASSETS

54-000-100-1494	Future Require - URA Bond 2009	330,961.67	
	Total Assets		330,961.67

LIABILITIES AND EQUITY

FUND EQUITY

54-000-200-2410	Reserve Future Debt Dtn VI 09	330,961.67	
	Total Fund Equity		330,961.67
	Total Liabilities and Equity		330,961.67

City of Coos Bay
Balance Sheet
July 31, 2017

Downtown Program Fund

ASSETS

56-000-100-1001	Cash - Combined Fund	22,476.78	
	Total Assets		22,476.78

LIABILITIES AND EQUITY

FUND EQUITY

Unappropriated Fund Balance:			
56-000-200-2500	Fund Balance	22,449.52	
	Revenue over Expenditures - YTD	27.26	
	Balance - Current Date	22,476.78	
	Total Fund Equity		22,476.78
	Total Liabilities and Equity		22,476.78

City of Coos Bay
Balance Sheet
July 31, 2017

Downtown Capital Projects Fund

ASSETS

57-000-100-1001	Cash - Combined Fund	1,294,326.76	
57-000-100-1490	Long Term A/R CH Seismic Loan	300,000.00	
	Total Assets		1,594,326.76

LIABILITIES AND EQUITY

LIABILITIES

57-000-200-2042	Deferred Revenue CH Seismic Lo	300,000.00	
	Total Liabilities		300,000.00

FUND EQUITY

	Unappropriated Fund Balance:		
57-000-200-2500	Fund Balance	1,349,673.37	
	Revenue over Expenditures - YTD	(55,346.61)	
	Balance - Current Date	1,294,326.76	
	Total Fund Equity		1,294,326.76
	Total Liabilities and Equity		1,594,326.76

City of Coos Bay
Balance Sheet
July 31, 2017

Empire Capital Projects Fund

ASSETS

58-000-100-1001	Cash - Combined Fund		304,465.59	
	Total Assets			304,465.59

LIABILITIES AND EQUITY

FUND EQUITY

Unappropriated Fund Balance:				
58-000-200-2500	Fund Balance	303,902.37		
	Revenue over Expenditures - YTD	563.22		
	Balance - Current Date		304,465.59	
	Total Fund Equity			304,465.59
	Total Liabilities and Equity			304,465.59

City of Coos Bay
Balance Sheet
July 31, 2017

Downtown Bond Reserve Fund

ASSETS

60-000-100-1001	Cash - Combined Fund	173,600.03	
	Total Assets		173,600.03

LIABILITIES AND EQUITY

FUND EQUITY

	Unappropriated Fund Balance:		
60-000-200-2500	Fund Balance	173,600.03	
	Balance - Current Date	173,600.03	
	Total Fund Equity		173,600.03
	Total Liabilities and Equity		173,600.03

City of Coos Bay
Balance Sheet
July 31, 2017

Empire Bond Reserve Fund

ASSETS

61-000-100-1001	Cash - Combined Fund	(.60)	
	Total Assets		(.60)

LIABILITIES AND EQUITY

FUND EQUITY

	Unappropriated Fund Balance:			
61-000-200-2500	Fund Balance	(.60)	
	Balance - Current Date	(.60)	
	Total Fund Equity		(.60)
	Total Liabilities and Equity		(.60)

City of Coos Bay
Combined Cash Investment
July 31, 2017

Combined Cash Accounts

Cash Allocation Reconciliation

51	Allocation to Downtown Special Revenue Fund	482,914.43
52	Allocation to Empire Special Revenue Fund	426,871.06
53	Allocation to Empire Program Fund	447,780.70
56	Allocation to Downtown Program Fund	22,476.78
57	Allocation to Downtown Capital Projects Fund	1,294,326.76
58	Allocation to Empire Capital Projects Fund	304,465.59
60	Allocation to Downtown Bond Reserve Fund	173,600.03
61	Allocation to Empire Bond Reserve Fund	(.60)
Total Allocations to Other Funds		3,152,434.75
Zero Proof if Allocations Balance		3,152,434.75

City of Coos Bay
Fund Summary
For the 1 Months Ending July 31, 2017

Downtown Special Revenue Fund

	Period Actual	YTD Actual	Budget	Variance	Pcnt
<u>Revenue</u>					
Carryover	.00	.00	354,196.00	354,196.00	.0
Property Taxes	.00	.00	1,100,137.00	1,100,137.00	.0
Use Of Money & Property	572.48	572.48	1,000.00	427.52	57.3
Total Fund Revenue	572.48	572.48	1,455,333.00	1,454,760.52	.0
<u>Expenditures</u>					
Expenditures	.00	.00	1,455,333.00	1,455,333.00	.0
Total Expenditures	.00	.00	1,455,333.00	1,455,333.00	.0
Net Revenue Over Expenditures	572.48	572.48	.00	(572.48)	.0

City of Coos Bay
Fund Summary
For the 1 Months Ending July 31, 2017

Empire Special Revenue Fund

	Period Actual	YTD Actual	Budget	Variance	Pcnt
<hr/>					
Revenue					
<hr/>					
Carryover	.00	.00	300,000.00	300,000.00	.0
Property Taxes	.00	.00	663,070.00	663,070.00	.0
Use Of Money & Property	507.27	507.27	1,000.00	492.73	50.7
<hr/>					
Total Fund Revenue	507.27	507.27	964,070.00	963,562.73	.1
<hr/>					
Expenditures					
<hr/>					
Expenditures	.00	.00	964,070.00	964,070.00	.0
<hr/>					
Total Expenditures	.00	.00	964,070.00	964,070.00	.0
<hr/>					
Net Revenue Over Expenditures	507.27	507.27	.00	(507.27)	.0
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City of Coos Bay
Fund Summary
For the 1 Months Ending July 31, 2017

Empire Program Fund

	Period Actual	YTD Actual	Budget	Variance	Pcnt
<u>Revenue</u>					
Carryover	.00	.00	445,000.00	445,000.00	.0
Use Of Money & Property	543.00	543.00	1,000.00	457.00	54.3
Total Fund Revenue	543.00	543.00	446,000.00	445,457.00	.1
<u>Expenditures</u>					
Expenditures	.00	.00	446,000.00	446,000.00	.0
Total Expenditures	.00	.00	446,000.00	446,000.00	.0
Net Revenue Over Expenditures	543.00	543.00	.00	(543.00)	.0

City of Coos Bay
Fund Summary
For the 1 Months Ending July 31, 2017

Downtown Bond Fund

	Period Actual	YTD Actual	Budget	Variance	Pcnt
<u>Revenue</u>					
Transfers In	.00	.00	1,437,555.00	1,437,555.00	.0
Total Fund Revenue	.00	.00	1,437,555.00	1,437,555.00	.0
<u>Expenditures</u>					
Expenditures	.00	.00	1,437,555.00	1,437,555.00	.0
Total Expenditures	.00	.00	1,437,555.00	1,437,555.00	.0
Net Revenue Over Expenditures	.00	.00	.00	.00	.0

City of Coos Bay
Fund Summary
For the 1 Months Ending July 31, 2017

Empire Bond Fund

	Period Actual	YTD Actual	Budget	Variance	Pcnt
<u>Revenue</u>					
Other Financing Sources	.00	.00	800,000.00	800,000.00	.0
Total Fund Revenue	.00	.00	800,000.00	800,000.00	.0
<u>Expenditures</u>					
Expenditures	.00	.00	800,000.00	800,000.00	.0
Total Expenditures	.00	.00	800,000.00	800,000.00	.0
Net Revenue Over Expenditures	.00	.00	.00	.00	.0

City of Coos Bay
Fund Summary
For the 1 Months Ending July 31, 2017

Downtown Program Fund

	Period Actual	YTD Actual	Budget	Variance	Pcnt
<u>Revenue</u>					
Carryover	.00	.00	18,546.00	18,546.00	.0
Use Of Money & Property	27.26	27.26	100.00	72.74	27.3
Total Fund Revenue	27.26	27.26	18,646.00	18,618.74	.2
<u>Expenditures</u>					
Expenditures	.00	.00	18,646.00	18,646.00	.0
Total Expenditures	.00	.00	18,646.00	18,646.00	.0
Net Revenue Over Expenditures	27.26	27.26	.00	(27.26)	.0

City of Coos Bay
Fund Summary
For the 1 Months Ending July 31, 2017

Downtown Capital Projects Fund

	Period Actual	YTD Actual	Budget	Variance	Pcnt
<u>Revenue</u>					
Carryover	.00	.00	600,000.00	600,000.00	.0
Use Of Money & Property	1,653.39	1,653.39	2,000.00	346.61	82.7
Repayments	.00	.00	63,000.00	63,000.00	.0
Other Revenue	.00	.00	25,000.00	25,000.00	.0
Transfers In	.00	.00	1,059,336.00	1,059,336.00	.0
Total Fund Revenue	1,653.39	1,653.39	1,749,336.00	1,747,682.61	.1
<u>Expenditures</u>					
Expenditures	57,000.00	57,000.00	1,749,336.00	1,692,336.00	3.3
Total Expenditures	57,000.00	57,000.00	1,749,336.00	1,692,336.00	3.3
Net Revenue Over Expenditures	(55,346.61)	(55,346.61)	.00	55,346.61	.0

City of Coos Bay
Fund Summary
For the 1 Months Ending July 31, 2017

Empire Capital Projects Fund

	Period Actual	YTD Actual	Budget	Variance	Pcnt
<u>Revenue</u>					
Carryover	.00	.00	100,000.00	100,000.00	.0
Use Of Money & Property	563.22	563.22	1,000.00	436.78	56.3
Transfers In	.00	.00	784,000.00	784,000.00	.0
Total Fund Revenue	563.22	563.22	885,000.00	884,436.78	.1
<u>Expenditures</u>					
Expenditures	.00	.00	885,000.00	885,000.00	.0
Total Expenditures	.00	.00	885,000.00	885,000.00	.0
Net Revenue Over Expenditures	563.22	563.22	.00	(563.22)	.0

City of Coos Bay
Fund Summary
For the 1 Months Ending July 31, 2017

Downtown Bond Reserve Fund

	Period Actual	YTD Actual	Budget	Variance	Pcnt
<u>Revenue</u>					
Carryover	.00	.00	173,600.00	173,600.00	.0
Total Fund Revenue	.00	.00	173,600.00	173,600.00	.0
<u>Expenditures</u>					
Expenditures	.00	.00	173,600.00	173,600.00	.0
Total Expenditures	.00	.00	173,600.00	173,600.00	.0
Net Revenue Over Expenditures	.00	.00	.00	.00	.0

CITY OF COOS BAY URBAN RENEWAL AGENCY
Agenda Staff Report

MEETING DATE September 5, 2017	AGENDA ITEM NUMBER
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TO: Chair Kramer and Board Members

FROM: Susanne Baker, Finance Director

THROUGH: Rodger Craddock, City Manager

ISSUE: July 2017 Preliminary Urban Renewal Fund Summary, Balance Sheet, and Combined Cash Investment Reports

The **Balance Sheet** shows the Beginning Balance (unaudited Fund Balance 7/1/17); (Used or Earned) or the difference between what has been earned to what has been spent; and the Ending Balance or what amount remains as Fund Balance.

Balance Sheet Fund	Unaudited Beginning Fund Balance FYE 18	(Used) Earned	Ending Fund Balance
Downtown Special Revenue	\$487,148.95	\$572.48	\$487,721.43
Empire Special Revenue	\$429,844.79	\$507.27	\$430,352.06
Empire Program	\$447,237.70	\$543.00	\$447,780.70
Downtown Bond	\$0.00	\$0.00	\$0.00
Empire Bond	\$0.00	\$0.00	\$0.00
Downtown Program	\$22,449.52	\$27.26	\$22,476.78
Downtown Capital Projects	\$1,349,673.37	(\$55,346.61)	\$1,294,326.76
Empire Capital Projects	\$303,902.37	\$563.22	\$304,465.59
Downtown Bond Reserve	\$173,600.03	\$0.00	\$173,600.03
Empire Bond Reserve	(\$0.60)	\$0.00	(\$0.60)

The **Combined Cash Investment** report below reflects a total combined cash of \$3,152,434.75:

Allocations to:	
Downtown Special Revenue Fund	\$482,914.43
Empire Special Revenue Fund	\$426,871.06
Empire Program Fund	\$447,780.70
Downtown Bond Fund	\$0.00
Empire Bond Fund	\$0.00
Downtown Program Fund	\$22,476.78
Downtown Capital Projects Fund	\$1,294,326.76
Empire Capital Projects Fund	\$304,465.59
Downtown Bond Reserve Fund	\$173,600.03
Empire Bond Reserve Fund	(\$0.60)
TOTAL URBAN RENEWAL AGENCY COMBINED CASH	\$3,152,434.75

CITY OF COOS BAY URBAN RENEWAL AGENCY

Agenda Staff Report

This item was previously discussed at Joint URA/Council Worksession on 8/29/2017

MEETING DATE	AGENDA ITEM NUMBER
September 5, 2017	4.

TO: Chair Kramer and Board Members

FROM: Debbie Erler, Planner 1

THROUGH: Rodger Craddock, City Manager

ISSUE: Consideration of a Façade Improvement Grant for the Location of 791 N. Front Street

SUMMARY:

The applicant is requesting a Façade Improvement Grant to repair the exterior stucco, repaint and replace gutters and down spouts. The proposed color building color is "Vast Sky SW6506" which is similar to colors in the approved color palette.

The Design Assistance Team (DAT) met on August 17, 2017 to review the final submittal. They recommended the project be approved as submitted.

The property is located in the Waterfront Heritage District (WH). The property is also located in the floodplain; therefore, the project will be monitored to verify continued compliance with the City's Flood Damage Prevention Ordinance (CBMC 17.347). The project will be a visual improvement to the building and the district, which will assist in the revitalization of North Front Street.

Subject to approval by the Urban Renewal Agency, the Façade Improvement Program provides a 50/50 grant (based on the lowest bid) with a maximum grant award of \$25,000 per fiscal year. As required by the program, three bids for the façade project have been obtained. The bids for the stucco repair and repainting are \$800.00, \$870.20 and \$912.00; and the bids on the aluminum gutters and downspouts are \$7,800.00, \$8,210.00, and \$10,250. Therefore, the combined lowest bid total is \$8,600.

ACTION REQUESTED:

If it pleases the Urban Renewal Agency, award a façade improvement grant for up to \$4,300.00 to the property owner of 791 North Front Street from Façade Improvement Grant #57-940-520-2415 for the fiscal year 2017-2018 .

BACKGROUND:

The one-story structure was built in 1955, and it was home to VFW Post 3183 as a meeting hall. The building is under new ownership as of June 2017. The restoration and preservation of this structure will provide aesthetic appeal to visitors and aide in the redevelopment of Front Street.

BUDGET IMPLICATIONS:

Funding for the Downtown Urban Renewal Façade Improvement Program (#57-940-520-2415) for the fiscal year 2017-2018 was \$150,000. The City Council award a façade improvement grant for up to \$25,000 to the property owners of 217 S. Broadway; \$7,500 grant to Old City Hall at 375 Central Avenue; and up to \$25,000 to the owner of 737 N Front Street; therefore, \$92,500 is remaining.

ATTACHMENT(S):

- ▢ Application and photos



City of Coos Bay

Façade Improvement Grant Program Application

Name of applicant Eric Clough & Cheryl Davies

Name of business Front Street Community Bike Works

(Bicycle Liberation Front LLC) How many years in business 0

Address of business storefront or building to be rehabilitated 791 - N. Front St.
Coos Bay, OR

Phone number 541-266-7382 E-mail address ecclough@frontier.com

Type of business Retail / Service

Applicant is the ☒ Property Owner ☐ Business Owner ☐ Other _____

If not owner of property, does applicant have lease: yes ☐ no ☐

If yes, Expiration Date: _____ If no, explain: _____

Property owner or property manager's name (if different from applicant), address and phone number _____

PROPOSED FAÇADE IMPROVEMENTS

Please describe the proposed improvements to the property. Include three copies and one original color photograph that show existing conditions of façade proposed for renovation. Photos may be submitted electronically to derler@coosbay.org. Describe completely proposed improvements:

Masonry repair and painting

Gutters

SW 6506
Vast Sky

175-C2

Estimated cost of project

\$ 8000.00

Proposed start date

Time line/estimated completion date for project

Oct. 1st /17.

If this is a time critical project, please state latest date that applicant can be notified of grant funding approval AS.A.P.

Brief explanation of factors contributing to the critical timing of this project:

Before rain

begins.

The expected processing time from submission of application to final commitment of funds is 4-6 weeks.

REQUIRED SUBMITTALS

The following items must be with the application form:

- ✓ 1. Three (3) detailed, itemized competitive bids from licensed contractors for the proposed work. The grant award is based on the low bid, however, an applicant may use his/her choice of contractor and pay the difference.
- ✓ 2. Evidence of property ownership. A copy of property tax record (available from the county assessor's webpage) may be used. For tenant business applicants, written and signed permission from the property owner is required.
- ✓ 3. Evidence that all city taxes, licenses and fees are current. For taxes, a copy of property tax information from the Assessor's webpage. For licenses, a photocopy of current business license may be submitted.
- ✓ 4. Proof in the form of documentation from the applicant's bank or lending institution demonstrating financial ability to complete the project. This document would be similar to a letter of recommendation from your banker.
- ✓ 5. One copy of a location map. May be obtained from the Public Works Engineering Department.
- ✓ 6. If architectural changes are being made to the façade of the structure:
none a. A site plan drawn to scale indicating property lines, existing and adjacent structures and existing landscaping is required.
b. 12 copies of building elevation(s) drawn to scale indicating all existing as well as proposed design and structural changes and building materials and colors. The elevation drawing(s) should also include the size and location on the building of any sign modifications or awning changes.
c. If the project is repair/replacement of siding, repair/replacement of existing architectural features, and painting, color digital pictures shall be submitted and a site plan drawing is not required.
7. 12 copies of materials and color samples

NOTE: If required information is not submitted with the application, application will be returned to Applicant for completion prior to review by the Design Review Committee.

791 North Front Street
July 2017



Cedar Avenue Frontage



North Front Street Frontage



Cedar Avenue Frontage



Cedar Avenue Frontage



Facing Marshfield Bargain House yard



Facing Marshfield Bargain House yard

CITY OF COOS BAY URBAN RENEWAL AGENCY

Agenda Staff Report

This item was previously discussed at on 8/29/2017

MEETING DATE	AGENDA ITEM NUMBER
September 5, 2017	5.

TO: Chair Kramer and Board Members

FROM: Rodger Craddock, City Manager

THROUGH:

ISSUE: Approval of an Intergovernmental Agreement (IGA) with Port of Coos Bay for Engineering Services of Earthen Berm Repair

SUMMARY:

The earthen berm on the east side of the Coos Bay Rail yard has been sloughing into the bay, and it has deteriorated to the point that portions of the City walkway on top of the berm has begun to fail. While the berm is owned by the Port of Coos Bay, the City owns and maintains the walkway constructed upon the berm. The City and the Port have entered into a Memorandum of Understanding (MOU) for the purposes of engaging an engineering firm to evaluate and prepare the necessary engineering plans for the restoration of the berm. The Port wishes to formalize the agreement between the City and the Port in regards to cost-sharing for the necessary engineering services.

ACTION REQUESTED:

Staff is requesting the Agency's approval of the IGA.

BACKGROUND:

The Port of Coos Bay owns and operates the Coos Bay Rail Link, which operates on 134 mile railroad line from the Willamette Valley to Coquille, Oregon. An integral portion of the Port's railroad infrastructure is the rail yard located in downtown Coos Bay which is used for the storing, sorting, and or loading and unloading of rail cars and or locomotives. The eastern boundary of the Port's yard is protected from water infiltration from the bay by a earthen berm which serves as a levy. The earthen berm not only protects the rail yard from flooding, but a large section of the downtown as well.

While the Port owns the earthen berm, the City has an easement across the top of the berm, and the City has constructed a walking path on top of the berm. Over the last several years, the berm has been sloughing into the bay, and it has deteriorated to the point that portions of

the City has had to barricade off two sections for the safety of pedestrians. The condition of the walkway has also restricted our ability to access the area with public safety vehicles.

Given our shared interest in the earthen berm, the City and the Port wish to partner in and split the costs for the initial engineering to identify and plan repairs to the berm walkway to prevent further deterioration and to restore the berm walkway to its prior condition.

BUDGET IMPLICATIONS:

The Agency's share of the anticipated cost is expected to be slightly less than \$23,000.

ATTACHMENT(S):

- ▣ Berm Repair IGA
- ▣ Exhibit A

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE OREGON INTERNATIONAL PORT OF COOS BAY, THE CITY OF COOS BAY
AND THE COOS BAY URBAN RENEWAL AGENCY**

Recitals:

- 1) The City of Coos Bay (the “City”) and the Oregon International Port of Coos Bay “(Port”) are both municipal corporations, organized and operating under the Constitution and laws of the State of Oregon and are both “units of local government” as defined in ORS 190.130.
- 2) The Coos Bay Urban Renewal Agency (“the Agency”) is an urban renewal agency created by the City of Coos Bay, and operating pursuant to the Constitution and laws of the State of Oregon.
- 3) The Oregon International Port of Coos Bay and the City of Coos Bay each have shared interest in an earthen berm located on the east side of the Coos Bay Rail yard along the shore of Coos Bay. Such earthen berm is located within the Downtown Urban Renewal District of the City of Coos Bay.
- 3) The City owns and maintains a walkway constructed upon the berm.
- 4) Over the last several years the berm east of the Coos Bay Rail yard has been sloughing into Coos Bay and has deteriorated to the point that portions of the City walkway on the top of the berm have begun to fail. The City has partially barricaded two locations on the walkway to prevent pedestrian and vehicle traffic from traveling over deteriorated areas, but the current condition of the walkway can no longer support emergency response vehicles, thereby hampering the City’s ability to respond to fire or police calls on the east side of the rail yard.
- 5) The parties to this agreement wish to partner in the initial engineering to identify and plan repairs to the berm and walkway to prevent further deterioration and to restore the berm and walkway to it prior condition.
- 6) The Agency and City have requested a fee proposal from KPFF, an engineering firm, for various tasks as contained in the proposal received by the Agency and City from KPFF, and the Port and Agency now desire to split the expense of the initial engineering tasks for tasks 1-4 and 6.1 in the KPFF proposal. KPFF is currently under contract with the City and the Agency.

7) It is in the public interest that the parties to this agreement to enter into an intergovernmental agreement, pursuant to ORS 190.010, which will set out the terms and conditions governing the Port's contribution to the Agency of a portion of the cost for the KPFF proposal.

Agreement:

Section 1: Recitals.

The above recitals are true and accurate and are incorporated herein by this reference.

Section 2: KPFF Proposal and the Port's Share of the Cost.

The written proposal the City and Agency received from KPFF is identified as Exhibit "A" to this IGA, and is attached hereto and incorporated herein by this reference. The City will administer the contract with KPFF.

2.1 The Agency and Port agree to evenly split the cost of the initial engineering for tasks 1 – 4 and 6.1 of the KPFF proposal.

2.2 The Agency agrees to make the initial payment to KPFF for the services provided for tasks 1 – 4 and 6.1 of the KPFF proposal. The Port agrees to reimburse the Agency for 50% of the payments made to KPFF for the billings paid for the above enumerated services, only.

2.3 The parties will determine at a later date whether the parties will agree to a cost sharing arrangement for the fees paid by the Agency and/or City to KPFF for tasks 5 and 6.2. In the event that the parties reach a further agreement on a cost sharing for these tasks then this Agreement will be amended to provide for such cost sharing for the additional tasks.

Section 3: Merger.

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

Section 4: Severability.

If any provision of this agreement shall be invalid or unenforceable in any respect for any

reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this agreement shall not be in any way impaired.

Section 5: Modification.

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

Section 6: Attorney Fees.

In the event any action, suit, arbitration or other proceeding shall be instituted by either party to this Agreement to enforce any provision of this Agreement or any matter arising therefrom, or to interpret any provision of this Agreement, including any proceeding to compel arbitration, the prevailing party shall be entitled to recover from the other a reasonable attorney fee to be determined by the court or arbitrator(s). In addition to recovery of a reasonable attorney fee, the prevailing party shall be entitled to recover from the other, costs and disbursements, including all costs of arbitration and the arbitrator(s) fees, and expert witness fees, as fixed by the court or tribunal in which the case is heard.

In the event any such action, suit, arbitration or other proceeding is appealed to any higher court or courts, the prevailing party shall recover from the other a reasonable attorney fee for prosecuting or defending such appeal or appeals, in addition to the reasonable attorney fees in the lower court or courts or arbitration proceeding, such fee to be determined by the appellate court or lower court or arbitrator, as the appellate court may determine. In addition to recovery of a reasonable attorney fee on appeal, the prevailing party shall be entitled to recovery from the other costs and disbursements and expert witness fees as fixed by the appellate court. All costs and disbursements which may be awarded pursuant to this paragraph shall bear interest at the maximum legal rate from the date they are incurred until the date they are paid by the losing party.

Section 7: Arbitration.

7.1 Any controversy or claim arising out of or relating to this Agreement, including, without limitation, the making, performance or interpretation of this Agreement, shall be settled by arbitration in Coos County, Oregon, and any Judgment on the arbitration award may be entered in any court having Jurisdiction over the subject matter of the controversy.

7.2 Any party asserting a claim arising out of or relating to this Agreement may make a written demand for arbitration. In this event, the parties shall agree to submit their controversy to binding arbitration before a single arbitrator. The arbitrator shall be an attorney licensed to practice law in the State of Oregon. If the parties cannot agree within

30 days to the selection of a single arbitrator after the election to arbitrate, either party may request that the selection of an arbitrator be made by a Judge of the Circuit Court of the State of Oregon for Coos County. The dispute shall be heard by the arbitrator selected within 90 days thereafter, unless the parties agree otherwise.

7.3 The parties will pay their own costs of arbitration, and each will be obligated for one-half of the arbitrator's fee. The provisions of Section 6 shall also apply to arbitration, and in the event of arbitration under the provisions of this Agreement, the prevailing party shall be awarded reasonable attorney fees and related costs.

7.4 If arbitration is commenced, the parties agree to permit discovery proceedings of the type provided by the Oregon Rules of Civil Procedure both in advance of, and during recess of, the arbitration hearings. ORS 183.450(1) through (4), where applicable, shall control the admission of evidence at the hearing in any arbitration conducted hereunder, provided however no error by the arbitrator in application of the statute shall be grounds as such for vacating the arbitrator's award. Each party shall be entitled to present evidence and argument to the arbitrator. The arbitrator shall give written notice to the parties stating the arbitration determination and shall furnish to each party a signed copy of such determination and Judgment so the award may be entered in any court having Jurisdiction over the parties. The parties agree that all facts and other information relating to any arbitration arising under this Agreement shall be kept confidential to the fullest extent permitted by law.

7.5 The parties agree that the arbitrator shall have no Jurisdiction to render an award and/or Judgment for punitive damages. The parties agree that the decision of the arbitrator shall be final and binding on the parties and a Judgment may be entered on the arbitrator's award. Unless otherwise inconsistent herewith, the provisions of ORS Chapter 36 shall apply to any arbitration hereunder. The duty to arbitrate shall survive the cancellation or termination of this Agreement.

7.6 Service of process in connection therewith shall be made by certified mail. In any judicial proceeding to enforce this agreement to arbitrate, the only issues to be determined shall be the existence of the agreement to arbitrate and the failure of one Party to comply with that agreement, and those issues shall be determined summarily by the court without a jury. All other issues shall be decided by the arbitrator, whose decision thereon shall be final and binding. There may be no appeal of an order compelling arbitration except as part of an appeal concerning confirmation of the decision of the arbitrator.

7.7 Neither Party shall institute any legal proceeding against the other to enforce any right hereunder or for breach hereof, except that either Party may institute litigation (i) to enforce its rights of arbitration hereunder (ii) to confirm and have judgment entered upon any arbitration award issued hereunder, and (iii) to stay the running of any statute of limitation or prevent any other occurrence (including, without limitation, the passage of time) which would constitute laches, estoppel, waiver or any other such legal

consequence that suit is necessary to avoid, provided, however, that neither Party shall pursue litigation under item (iii) beyond such action as is necessary to prevent prejudice to its cause of action pending ultimate resolution by arbitration under this Section 7.

7.8 If any dispute between the Parties arises from or in connection with any claim of litigation initiated by any third party (either as claimant, plaintiff, counterclaimant, or defendant/third Party plaintiff), then, unless the Parties agree otherwise, the resolution of that dispute under the arbitration provisions of this Section may at the option of either Party be deferred until the resolution of that third-party claim or litigation, provided, however that in the event of any such dispute in connection with a claim or litigation so initiated by a third party, either Party may at any time initiate arbitration under this Section 7 to determine prospective liability between the Parties upon facts which are stipulated, admitted solely for the purpose of arbitrating prospective liability, or not reasonably in dispute. The issue of whether any fact is "reasonably in dispute" under the preceding sentence shall be subject to mandatory arbitration hereunder upon the demand of either Party. In the event either the Port or the City is made a party to such claim or litigation so initiated by a third party, either Port or the City shall select its own counsel and have complete control over all claim or litigation decisions concerning its participation in that claim or litigation, regardless of whether either Port or the City is required to, or in fact does, initiate a cross-claim, counterclaim, or third-party claim under sub-clause (iii) of Subsection 7.7 above, and regardless of either Parties indemnity obligations under Section 5.1 above.

Section 9: Governing Laws.

The laws of the State of Oregon shall govern the construction and interpretation of this Agreement and all rights and obligations of the Parties under it, except that the legal effect of any indemnity obligation under this Agreement for claims arising from personal injury or property damage shall be governed by the law of the state in which that personal injury or property damage occurred.

Section 10: Captions.

All headings and section captions are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

Section 11: Indemnification and Responsibility.

A. To the extent allowed under Article XI, Section 7, of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 to 30.300), the parties agree to indemnify and hold harmless the other party(s) against all claims, demands, liabilities, and judgments arising out of, related to, or in connection with any negligent act or omission of its employees and agents in the performance of services provided under this

agreement. The parties agree to comply with all Federal, State, county, and local laws, ordinances, and regulations applicable to this Agreement. The parties agree to comply with all Federal and State laws prohibiting discrimination on the basis of race, gender, national origin, religion, age, or disability. Failure or neglect of a party to comply with any or all such laws, ordinances, rules, and regulations shall not relieve that party of these obligations nor of the requirements of this Agreement.

B. Except as otherwise limited by the Article XI, Section 7, of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 to 30.300), each party shall be responsible for its tortuous acts and those of its officers or employees arising out of, or in any way connected with, the acts of each party under this Agreement.

Section 12: Counterparts.

This Agreement may be executed by the parties in separate counterparts, each of which when executed and delivered shall be an original, but all of which together shall constitute one and same instrument.

Section 13: Effective Date. This agreement shall become effective only after adoption by the governing bodies of City, the Port and the Agency.

IN WITNESS WHEREOF, the parties have signed duplicate originals of this Agreement to become effective on the date and year when signed by all Parties.

Dave Kronsteiner, Commission President
Oregon International Port of Coos Bay

Signed this ____ day of August, 2017

Joe Bennetti, Mayor
City of Coos Bay

Signed this ____ day of August, 2017

Stephanie Kramer, Board President
Coos Bay Urban Renewal Agency

Signed this ____ day of August, 2017



June 7, 2017
(Revised July 11, 2017)

Randy Dixon
City of Coos Bay
500 Central Avenue
Coos Bay, OR 97420

Via Email: rdixon@coosbay.org

RE: Proposal for Surveying, Engineering and Permitting Services
Boardwalk Dike Bank Stabilization Project – Phase 1 Services

Dear Randy:

We are pleased to provide you with this Professional Services proposal for the Boardwalk Dike Bank Stabilization Project – Phase 1 Services in Coos Bay, Oregon. We understand that the proposed project will address approximately 650 feet of bank erosion along the Boardwalk Trail in Coos Bay.

We thank you for the opportunity to provide you with the following proposal for this project. If this proposal is acceptable, we will finalize our agreement through a mutually approved contract.

If you have any questions or require additional information, please contact me.

Sincerely,
KPFF Consulting Engineers

A handwritten signature in black ink, appearing to read 'Curtis C. Vanderzanden', with a long horizontal flourish extending to the right.

Curtis C. Vanderzanden
Principal

Attachments: *Scope of Services and Fee*

10101700311-pk



SCOPE OF SERVICES AND FEE

Boardwalk Dike Bank Stabilization Project – Phase 1 Services

A. PROJECT UNDERSTANDING

Approximately 650 feet of the riverbank adjacent to Bayshore Drive, within Isthmus Slough of Coos Bay has been experiencing erosion. The City of Coos Bay has requested a proposal from KPFF Consulting Engineers to develop a bank stabilization design and to provide permitting support necessary to implement the preferred solution. The proposed approach would utilize rock and could include Large Woody Debris (LWD) and/or some type of bio-engineering techniques. The following scope of work is a first phase of development of permit and construction documents. This phase of work will result in the delivery of 30% plans and a construction cost estimate. In addition, per the City and Port's request, the survey limits have been expanded to include the development of topographic survey for areas outside of the area currently requiring stabilization, as defined below.

KPFF will be assisted by the following sub consultant partners:

- **WEST Consultants, Inc.** will provide hydraulic design, tide and wave analysis, scour analysis and riprap sizing.
- **Pacific Habitat Services** will provide environmental documentation and permitting services.

B. TASK BREAKDOWN

Task 1: Project Management and Administration - KPFF shall provide management, coordination and direction to the Project Team throughout the duration of the Project, including:

- **Project Coordination** - Consultant shall coordinate with the City's Project Manager and staff as needed. Coordination will occur via telephone communication, written correspondence, e-mail and meetings.
- **Project Schedule** - Consultant shall develop, monitor and maintain a project schedule. Schedule updates will be provided on a monthly basis, with invoices and progress reports.
- **Monthly Invoices** - Consultant shall prepare monthly billing invoices in a format approved by the City.
- **Meetings** - Consultant shall schedule, conduct, prepare for, attend and document meetings; up to two (2) meetings in Coos Bay and up to two (2) additional meetings will be conducted via conference call.

Task 1A - Deliverables: *Project Schedule; Invoices; Meeting Agenda and Meeting Notes*

Task 2: Control and Topographic Survey – KPFF shall complete a predesign survey, including the following:

- Establish permanent horizontal and vertical control.
 - Horizontal datum based on Oregon Coordinate Reference System (OCRS).
 - Vertical datum based on NAVD88.
- Set control points for future recovery and use during construction.

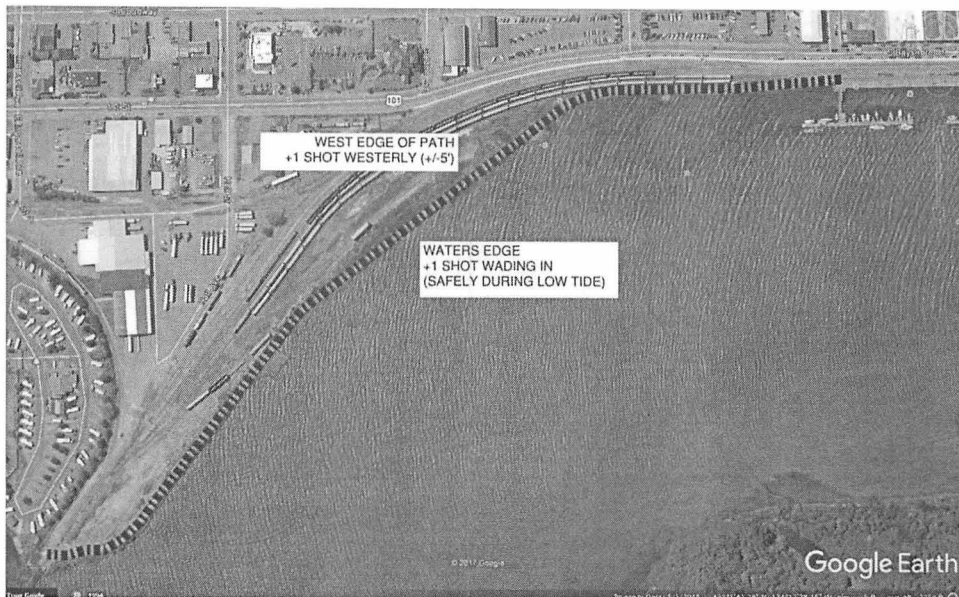
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RE: Boardwalk Dike Bank Stabilization Project – Phase 1 Services

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- Map existing conditions within the mapping limits shown at 25' x-section intervals. Approximate area is 2,800 lineal feet. Mapping limits extend from the beginning of the existing boardwalk to the rail bridge.



- Map a 1-foot contour interval.
- Map underground utilities within the mapping limits based on the following hierarchy of information – (1) above ground evidence, (2) locate paint marks, and (3) reference maps made available by the various utility providers. Note – (a) Some utility providers do not release mapping information to the public; and (b) Locate paint marks will be limited to those areas within public right-of-way.

Assumptions and Clarifications: Access to the site is provided to KPFF crews.

Task 2 - Deliverables: Topographic survey

Task 3: Revetment Design and Analysis - WEST Consultants shall provide the following revetment design and analysis:

3.1 - Data Collection and Review: Consultant shall collect and review available information, including, but not limited to aerial photographs, tide data, wind data, LiDAR, survey data, USACE bathymetry data, and existing hydraulic models. Data collected and reviewed will be documented in the report completed as part of Task 6.

3.2 - Site Reconnaissance: Consultant shall conduct a field reconnaissance of the project site. Observations noted during the field reconnaissance will be documented in the report completed as part of Task 6.

3.3 – Tide and Wave Height Analyses: Consultant shall complete analyses to define the tide and wave conditions at the project site. The tide data will be based on information available

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from the NOAA Charleston, OR tide station. Consultant shall use available wind data to define the anticipated wave heights at the project site.

3.4 – Size Rock Revetment: Consultant shall size riprap and recommend horizontal and vertical extents using methods described in the ODOT Hydraulics Manual. Consultant shall provide recommendations for incorporating large woody debris into the design of the revetment.

3.5 – Scour Analysis: Consultant shall estimate the scour anticipated at the site using methodologies and equations available in the USACE Coastal Engineering Manual.

3.6 – Documentation: Consultant shall prepare a draft and final report describing the analyses and results of the above described tasks.

3.7 – Quality Control Check: Consultant shall perform a complete Quality Assurance/Quality Control (QA/QC) check of the work product/report. Either a check of the calculations or an independent analysis will be performed as deemed necessary. Checks will be made of all computer program input and the accurate use of the results. Upon completion of the QA/QC check, the original designer will incorporate revisions with confirmation.

3.8 – Meetings and Coordination: Consultant shall participate in up to two (2) meetings located in Coos Bay or Portland; meetings will be coordinated and facilitated by others. Consultant shall coordinate via telephone and/or email as needed.

3.9 – Final Design Services: *(Not Included)*

3.10 – Meetings and Coordination: *(Not Included)*

Task 3 - Deliverables: *Riprap Sizing for design; Draft and Final Reports*

Task 4: 30% Plans and Estimate – KPFF shall provide the following engineering services necessary for the development of 30% Plans and an Estimate of Construction Costs, including:

- Develop 30% Plans, including:
 - Cover Sheet
 - Existing Conditions
 - Site Plan
 - Typical Sections and Details
 - Erosion and Sediment Control
- Develop 30% Estimate of Construction Costs based on the 30% Plans.
- Develop a Preliminary Design Technical Memorandum summarizing work completed and identification of outstanding issues remaining to be resolved.
- Conduct QC review of deliverables prior to submittal.

Task 4 - Deliverables: *30% Plans and Estimate; Preliminary Design Technical Memorandum*

Task 5: Final Plans, Specifications and Estimate (PS&E): *(Not Included at this Time)*

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Task 6: Environmental Permitting - Pacific Habitat Services will provide the following environmental consulting services:

6.1 - Conduct Determination of High Tide Line, Review Current Conditions, Communicate with Agencies and Prepare Permitting Memo

- We will need to determine the limit of State and Federal jurisdiction at the project site. The US Army Corps of Engineers (Corps) and the Oregon Department of State Lands (DSL) will require the City to obtain permits for any work below the high tide line. This elevation is generally slightly higher than the mean high water mark. It appears there are no wetlands along the bank.
- PHS will visit the property and place flags at the location that we believe marks the high tide line. We assume a surveyor will survey the locations of our flags. While on-site, we will also review conditions, which will be needed in order to design the bank stabilization methodology and complete the joint permit application.
- This task also includes reaching out to the Corps, DSL, ODFW, and the National Marine Fisheries Services (NMFS). NMFS play a role in this project, because the Coos Bay Estuary is designated as Critical Habitat for federally-listed Coho salmon of the Oregon Coast Evolutionarily Significant Unit (ESU), and green sturgeon of the Southern Distinct Population Segment (DPS).
- Due to the severe bank erosion, it is possible stabilization of this area of the riverbank may not be achieved while still satisfying NMFS' SLOPES (Standard Local Operating Procedures for Endangered Species) programmatic approval criteria. However, that is our goal and this proposal assumes this to be the case. If the project cannot meet SLOPES, we will have to prepare a biological assessment (BA) and enter into formal consultation with the NMFS, which will require an additional proposal.
- We will discuss the 30% design with the agencies to ensure we understand the permitting process. We will also clarify how the Corps wants the project to meet Section 106 (cultural resources) and whether an archaeologist needs to be hired.
- We will prepare a brief permitting memorandum, which will describe the permitting process and discussions with State and Federal agencies.

Task 6.1 - Deliverables: Permitting Memorandum

6.2 - Prepare and Submit Joint Permit Application; Obtain State and Federal Approvals: (Not included at this time)

C. ASSUMPTIONS & CLARIFICATIONS

- All permit fees and agency charges will be paid by others.
- Services during bidding and construction are not included at this time.
- We assume the project can meet SLOPES, which means we have not included time to prepare a Biological Assessment (BA). If the project cannot meet SLOPES and a BA is required an amendment to this contract will be required.
- Cultural resources review is not included at this time. If this type of review is required by the Corp of Engineers an amendment to this contract will be required.

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RE: Boardwalk Dike Bank Stabilization Project – Phase 1 Services

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- We assume that geotechnical engineering services are not required to complete this work.

D. OPTIONAL SERVICES

Should any of these services be required for this project, a mutually agreed upon scope and fee will be negotiated at such time.

- Participation in a public information or planning process (including attending City Council meetings, public hearings, hearing examiner meetings, public open houses and local association meetings).
- Preparation of phased or multiple-packaged construction documents.

E. PROPOSED FEES

Our not-to-exceed fee for this project is outlined below based on the attached Scope of Services and Project Limits. We will bill for our work monthly based on the hours expended during that month. Reimbursable expenses will be billed at our direct cost.

Task 1:	Project Management and Administration	\$ 7,500
Task 2:	Control and Topographic Survey (KPFF)	11,500
Task 3:	Revetment Design and Analysis (West)	11,505
Task 4:	30% Plans and Estimate (KPFF)	4,500
Task 5:	Not Included	0
Task 6.1:	Environmental Permitting (Pacific Habitat Services)	9,929
Task 6.2:	Not Included	0
	Subtotal	44,934
	Estimate of Expenses	1,000
	Total Estimated Fee Including Reimbursables	\$ 45,934

Should additional services, including site visits, beyond those noted in the above Scope of Services become necessary, the scope and fee will be negotiated as part of an Additional Service Request (ASR).