

RESOLUTION NO. 904-R

**A RESOLUTION EXEMPTING FROM PUBLIC BID PROCEDURES
A CONTRACT FOR URBAN RENEWAL PLAN.**

WHEREAS, the City Council of the City of Troutdale has called for the formation of a Downtown Urban Renewal District; and,

WHEREAS, in order to meet County Assessor filing requirements to capture new assessed value of the proposed district; and,

WHEREAS, the Plan must be completed and have public hearings prior to September 11, 1991 adoption; and

WHEREAS, Public contracting rules would jeopardize adoption of the Plan within stated time frame; and,

WHEREAS, the City Council, acting as Contract Review Board, has reviewed the needs of exempting the Urban Renewal Plan

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF TROUTDALE THAT:

The proposed contract for preparation of an Urban Renewal Plan be exempt from public purchasing requirements due to the following findings:

1. The time frame established for completion would not be met if procedure was followed.
2. The proposer possesses information and knowledge of the City from past contracts with the City, and this knowledge will accelerate the preparation of the Urban Renewal Plan.

ADOPTED BY THE COMMON COUNCIL OF THE CITY OF TROUTDALE THIS
11 DAY OF June, 1991.

YEAS: 6
NAYS: 0
ABSTAINED: 0

ATTEST:

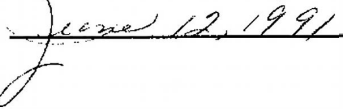

Valerie J. Raglione, CMC
City Recorder

F:\EXEMBIDP.RES

Dated:



Sam K. Cox, Mayor



June 12, 1991

AGREEMENT

CITY OF TROUTDALE and SPENCER & KUPPER, Portland, Oregon

for the DOWNTOWN TROUTDALE URBAN RENEWAL PLAN

This agreement is made and entered by and between Spencer & Kupper (Consultant) and the City of Troutdale (Client). In consideration of the terms and conditions set forth hereafter, the parties agree as follows:

- A. The term of this agreement shall be from the date shown below to and including completion of the work unless sooner terminated under the provisions hereof.
- B. The scope of the Consultant's services and the schedule of performance (if applicable) under this agreement are set forth in Attachment A. All provisions and covenants contained in Attachment A are hereby incorporated by reference and shall become a part of this agreement as if fully set forth herein.
- C. The Client agrees to provide materials and services as outlined in Attachment B.
- D. Client agrees to pay Consultant a maximum of \$24,160.00 for performance of this services provided hereunder, which payment shall be paid upon receipt of Consultant's bill in accordance with the agreed-upon time schedule. The fee schedule by task is shown in Attachment C.
- E. Consultant will submit an invoice monthly to the Client for costs and expenses incurred for the previous month. The invoice shall include a brief progress report. The Client agrees to review the invoice, and to notify the Consultant of any questions or disagreements the Client might have with the invoice within ten days after receipt of the invoice. After the ten day period, or after questions or disagreements noted during the ten day period have been resolved to the satisfaction of both parties, the work performed during the period covered by the invoice shall be considered satisfactory by the Client. Should disagreements not be resolved to the satisfaction of the Client, the Client may withhold payment of the invoice. Payment of the invoice shall be within 20 days of accepting the invoice as satisfactory. If full payment has not been made by the Client within 20 days of accepting the invoice, interest at the rate of 1% per month will be paid by the Client on any overdue amount.
- F. Consultant shall not enter into any subcontracts for any of the work scheduled under this agreement without the prior written approval from the Client.

ATTACHMENT A - TROUTDALE CONTRACT SCOPE OF SERVICES

1. Scoping & Reviewing

Objective: To identify and understand basic assumptions driving this study.

Approach:

- 1.1 Interview community and downtown leadership and key city staff about their concerns and wishes for Downtown Troutdale.
- 1.2 Discuss projects and improvements anticipated needed to enhance downtown development prospects.
- 1.3 Discuss anticipated development needed to begin the tax increment revenue flow.
- 1.4 Review past plans, reports and related materials on the area as provided by the City.
- 1.5 **Optional** - Assist City staff in organizing an Advisory Committee.

2. Develop/Evaluate Improvement Strategies and Costs

Objective: To develop and evaluate improvement strategies for Downtown Troutdale, and to build agreement within the community for the overall objectives, preferred actions and implementation strategies.

Approach:

- 2.1 **PUBLIC MEETING** - Develop overall objectives for the area, possible actions to address problems, and possible implementation strategies. Establish priorities.
- 2.2 Prepare and evaluate improvement strategies which address discussions in the public meeting. Strategies will include design concepts, possible public and private project activities, generalized cost estimates, and implementation strategies. including renewal.
- 2.3 **PUBLIC MEETINGS (2)** - Meet during two work sessions to review possible improvement strategies and the evaluation. Set priorities among strategies and projects.
- 2.4 Refine strategies, objectives and project activities. Develop a preliminary list of projects and costs eligible for tax increment funding, and prepare preliminary phasing of proposed project activities.
- 2.5 **PUBLIC MEETING** - Meet to finalize strategies, objectives, projects and phasing. Refine as necessary.

3. Analyze and Recommend Proposed Urban Renewal District Boundary.

Objective: Review improvement strategies and financing feasibility, and evaluate alternative

boundaries. Recommend urban renewal district boundary.

Approach:

- 3.1 Analyze and select appropriate definition(s) of blight that will need to be documented to establish an urban renewal area. Analyze 25% area and assessed value limitations on size of Urban Renewal district.
- 3.2 Identify and analyze feasible project boundaries.
- 3.3 **PUBLIC MEETING** - Meet to review boundary analysis, and select a preferred boundary.

4. Evaluate Development Potential and Financing Feasibility

Objective: To Identify the potential for new development and assessed value in Downtown Troutdale, and evaluate the potential tax increment revenues available to the City.

Approach:

- 4.1 Evaluate market potential for new development. In the absence of a formal marketing study, or the budget to conduct a thorough market study, the consulting team and City staff will assemble information which can be used to make assumptions regarding new development and anticipated project revenues. Assumptions regarding the scale and timing of development will be derived through discussion with City staff, knowledgeable real estate brokers and developers.
- 4.2 Make preliminary estimates of the tax increment financing potential of the project. Preliminary estimates will be based on assumptions for rate of growth in assessed values, tax rates, and the type and timing of development of the project area.
- 4.3 Match projects against projected tax increment revenues. Develop a projection of cash flows over the life of the renewal program, and evaluate whether they are adequate to meet project goals.
- 4.4 **PUBLIC MEETING** - Meet to review the financial analysis, and to refine projects and costs as needed to balance with tax increment funds.

5. Prepare a Draft Urban Renewal Plan and Report.

Objective: To prepare a draft urban renewal plan and report prepared for the City Planning Commission and the City Council.

Approach:

- 5.1 Formally define renewal project boundaries, and develop all legally required project data, including acreage, land uses, existing and proposed zoning, building conditions, and overall project conditions.

- 5.2 Refine the formal list of project goals and objectives, and define their relationship to project conditions and Comprehensive Plan goals and objectives. Submit policy review to city staff and city attorney for review, and incorporate comments.
- 5.3 Refine the list and timing of project activities, and ensure that activities mesh with local goals, and eliminate blighted conditions in the project area.
- 5.4 Refine revenue projections, establish a final project budget, and the required financial feasibility analysis.
- 5.5 Prepare a preliminary draft urban renewal plan and report. Submit to city for policy and legal review.
- 5.6 **PUBLIC MEETING** - Meet to review the preliminary draft plan and report.
- 5.7 Prepare final draft Urban Renewal Plan and Report, meeting requirements of ORS 457.

6. Public meetings and public hearings on the Urban Renewal Plan and Report.

Objective: To lend technical assistance to the Council and Planning Commission at the required public forums and hearings on the draft renewal plan.

Approach:

- 6.1 **PUBLIC MEETING** - Public hearing on plan, conducted by Planning Commission.
- 6.2 **PUBLIC MEETINGS** - Attend two City Council public hearings on the plan.
- 6.3 If comments received in first Council hearing require it, revise the plan and report.
- 6.4 Provide five (5) copies of final adopted Plan and Report to the City.

**ATTACHMENT B - TROUTDALE CONTRACT
RESPONSIBILITIES OF CITY OF TROUTDALE**

There are certain expenses, materials, and services not contemplated by the contractor in this scope of services. It is anticipated that the City of Troutdale will provide the following items as needed to complete this assignment:

1. A summary of the basic economic development goals driving this project.
2. Provide base map(s) of the project area, updated as needed.
3. Review Troutdale's Comprehensive Plan with special emphasis on facilities masterplans for water, sewer, roads and utilities.
4. Review Troutdale's zoning code and development regulations with special emphasis on industrial and commercial zoning and development.
5. Any engineered cost estimates which may be required for renewal planning.
6. Cost of legal description and metes and bounds of the project area.
7. Assistance in obtaining the required data to make estimates of the market potential of the project area.
8. All copying and mailings of meeting agendas and minutes.
9. Copies from our camera-ready originals of the Renewal Plan and Report

ATTACHMENT C

FEE SCHEDULE - TROUTDALE RENEWAL PLAN	
Description of Task	Hours
Scoping and Reviewing	40.0
Improvement Strategies and Costs	100.0
Recommend Project Boundary	20.0
Evaluate Financial Feasibility	80.0
Prepare Draft Renewal Plan and Report	100.0
Meetings to Adopt Renewal Plan and Report	24.0
TOTAL HOURS	364.00
Principals' Hourly Rate	\$65.00
TOTAL LABOR COSTS	\$23,660.00
EXPENSES	\$ 500.00
TOTAL CONTRACT COSTS	\$24,160.00

PROJECT TIMETABLE

Work on the project can begin immediately upon issue of a proceed order. The process as outlined in the proposal involves considerable public participation. It is our understanding that the time to complete the process is based upon adopting an urban renewal plan on or about September 1, 1991. This would enable Troutdale establish October 1990 as the effective date for establishing its base of frozen values for the urban renewal area.

A detailed meeting timetable will be developed in an early meeting with project staff.