

RESOLUTION NO. 1220

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A PUBLIC-PRIVATE COST SHARING AGREEMENT FOR THE DOWNTOWN DEVELOPMENT PROJECT WITH MAX AND SHERYL MAYDEW

WHEREAS, the City has long had as its goal the development of the north side of the Historic Columbia River Highway between Kendall Avenue and Kibling Avenue in downtown Troutdale in an economically viable, environmentally friendly, and aesthetically pleasing project; and

WHEREAS, Max and Sheryl Maydew ("the Developer") have, by means of a contract to purchase, ownership of Tax Lots 800 and 1900, Section 25, Township 1 North, Range 3 East, Willamette Meridian, which constitute much of the property the City has desired to be developed; and

WHEREAS, the Developer wishes to develop said property in accordance with the City's goals but finds that it is not financially viable to fund the entire project with private funds; and

WHEREAS, the Developer therefore has offered to dedicate a portion of said property to the City at no cost if the City would construct a public parking lot thereon, such construction to be at the City's expense; and

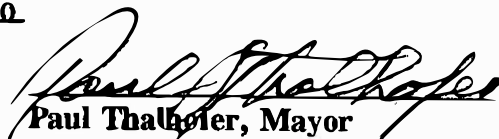
WHEREAS, the City has agreed in principle to the Developer's proposal; and

WHEREAS, both parties wish to describe the cost-sharing terms, conditions, and responsibilities of each.

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TROUTDALE

That the Mayor is authorized to enter into a public-private cost sharing Agreement for the Downtown Development Project with Max and Sheryl Maydew, such Agreement to be substantially as shown in Attachment A, which is made a part hereof.

YEAS: 6
NAYS: 0
ABSTAINED: 0


Paul Thalhofer, Mayor

Dated: 1-11-96


George Martinez, City Recorder

Adopted: 1-9-96

Public-Private Cost Sharing Agreement for the Downtown Development Project

This Public-Private Cost Sharing Agreement (hereinafter "the Agreement") is entered into on this 10 day of January, 1996, between The City of Troutdale, a municipal corporation in the State of Oregon (hereinafter "the City"), and Max and Sheryl Maydew (hereinafter "the Developer").

RECITALS

Whereas, the City has long had as its goal the development of the north side of the Historic Columbia River Highway between Kendall Avenue and Kibling Avenue in downtown Troutdale in an economically viable, environmentally friendly, and aesthetically pleasing project; and

Whereas, the Developer has, by means of a contract to purchase, ownership of Tax Lots 800 and 1900, Section 25, Township 1 North, Range 3 East, Willamette Meridian, which constitutes much of the property the City has desired to be developed; and

Whereas, the Developer wishes to develop said property in accordance with the City's goals but finds that it is not financially viable to fund the entire project with private funds; and

Whereas, there is a critical shortage of public parking space in downtown Troutdale, and one of the City's goals has been to create additional parking area; and

Whereas, the Developer therefore has offered to dedicate a portion of said property to the City at no cost if the City would construct a public parking lot thereon, such construction to be at the City's expense and the resulting parking area to be available to the general public; and

Whereas, the City has agreed in principle to the Developer's proposal; and

Whereas, both parties wish to describe the cost-sharing terms, conditions, and responsibilities of each by means of this Agreement.

Therefore, the City and the Developer do hereby agree as follows:

1. Engineering. The City will engage the services of a qualified engineering firm to conduct necessary survey, design, and bid document preparation for this Project. The final selection of the engineering firm will be made by the Troutdale City Council following a recommendation by a Selection Team consisting of two representative of the City and one representative of the Developer.

2. Construction. The City will advertise for bids and award a construction contract for this Project to the lowest responsible bidder in accordance with its normal procurement practices.

3. Payments. The City will pay the construction contractor according to the terms of the construction contract. Following each such payment, the City will submit an invoice to the Developer for the Developer's share of the costs as described herein. Developer will pay each such invoice within thirty days.

4. Construction Cost Sharing.

- A. City. The City will pay all costs associated with the construction of the public parking spaces and the access ways thereto as shown on the attached concept drawing (Exhibit A). Such costs will include earthwork; pavement; catch basins and catch basin leads; curbing around the public parking area; landscaping, lighting, and retaining walls (if necessary) along the north property line; pavement markings; and traffic control signage. The City will also pay the portion of the cost of the storm sewer main, manholes, connections, and other appurtenances in proportion to the amount of impervious surface that the public parking area and access ways represent to the total impervious surface area of the entire project, including the projected area of buildings to be constructed in the future.
- B. Developer. The Developer will pay all costs associated with development of approximately twenty-four separate commercial lots and their adjacent parking spaces, along with all costs for water mains, laterals and appurtenances; sanitary sewer mains, manholes, laterals, and appurtenances; and the portion of the cost of the storm sewer main, manholes, connections, and other appurtenances in proportion to the amount of impervious surface that the private parking area and future commercial buildings represent to the total impervious area of the entire project. The Developer will also pay for all curbing, lighting, landscaping, retaining walls, and other improvements associated with the commercial lots and the private parking spaces.
- C. Computation. The determination of quantities for the calculation of the City's costs and the Developer's costs will be done by the selected engineering firm. The construction documents will include a bid schedule in sufficient detail to allow the computation of costs for each party.
- D. Change Orders. The cost sharing for any change order(s) will be mutually agreed upon before the change order is issued.

5. Engineering Cost Sharing. The City and the Developer will share all design engineering costs in the same proportion as they share construction costs. However, if this Project is terminated prior to the establishment of the construction cost sharing, each party will pay one-half of the total engineering costs. The City will submit an invoice to the Developer upon completion of design or upon termination of the project, whichever occurs first. The Developer will pay this invoice within thirty days.

6. Services During Construction. The City and the Developer will share in the cost of services during construction in the same proportion as they share construction costs. The City will invoice the developer upon receipt of billing, and the Developer will pay the invoice within thirty days.

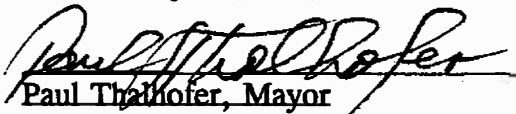
7. **Services Rendered.** Services to be provided during design and during construction are those identified in the City's Request For Proposals dated December 15, 1995 (attached).

8. **Other Matters.** Both parties acknowledge that other matters pertaining to this project, including but not limited to development of a mechanism by which purchasers of the commercial lots in this project will reimburse the City approximately \$5,000 for each lot at a future date, will be the subject of another Agreement.

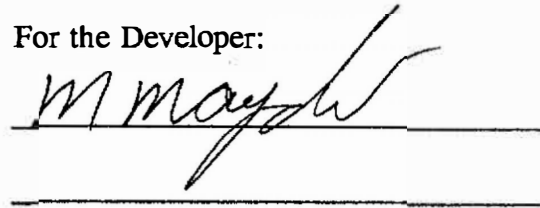
9. **Termination.** Either party may terminate this Agreement by providing the other party with thirty days written notice thereof. Upon termination, each party will be responsible for paying its share of all expenses and obligations incurred at the time of, or as a result of, termination.

10. **Disputes.** Any matter which can not be resolved by discussion between the parties may be referred to a court of competent jurisdiction. Any resulting costs, including court fees and attorney fees, will be paid by the losing party in the amount determined by the Court to be reasonable.

For the City:


Paul Thelmofer, Mayor

For the Developer:



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