



URA RESOLUTION 2011-022

A RESOLUTION AUTHORIZING A PERSONAL SERVICES CONTRACT WITH ELAINE HOWARD CONSULTING, LLC FOR THE PURPOSE OF PREPARING FOR A SUBSTANTIAL AMENDMENT TO THE URBAN RENEWAL PLAN TO INCREASE MAXIMUM INDEBTEDNESS

WHEREAS, ORS 457.220 was amended in 2009 to allow an urban renewal agency to amend the Urban Renewal Plan (URP) to include an indexing factor for maximum indebtedness; and

WHEREAS, the Sherwood Urban Renewal Agency (URA) wishes to amend the Sherwood Urban Renewal Plan to include the allowed indexing factor; and

WHEREAS, increasing maximum indebtedness requires a substantial amendment to the Urban Renewal Plan; and

WHEREAS, SURPAC (Sherwood Urban Renewal Plan Advisory Committee) met August 11, 2011 and recommended an increase in maximum indebtedness to finance priority projects remaining in the plan; and

WHEREAS, the URA may negotiate with a single source to provide a special service if the prospective contractor has unique skills and or experience that are required for the performance of the services; and

WHEREAS, the URA authorized the Agency Administrator to negotiate a single source contract with Tashman Johnson LLC on August 16, 2011; and

WHEREAS, Tashman Johnson, LLC has notified the URA Manager that it will not be able to fulfill its contract due to personal concerns; and

WHEREAS, the URA finds that Elaine Howard Consulting, LLC possesses specialized skills uniquely required for the performance of these services and not possessed by other businesses in Oregon as demonstrated by the following:

- Elaine Howard Consulting, LLC specializes in assisting cities and counties in Oregon and Washington with urban renewal planning and implementation;
- Elaine Howard Consulting, LLC has extensive knowledge and experience with urban renewal plans,

NOW, THEREFORE, THE SHERWOOD URBAN RENEWAL AGENCY RESOLVES AS FOLLOWS:

Section 1: The personal services contract for preparation of a substantial amendment to increase maximum indebtedness in an amount not to exceed \$20,000 and attached as Exhibit A to this resolution is awarded to Elaine Howard Consulting, LLC.

Section 2: The personnel services contract with Elaine Howard Consulting, LLC executed on behalf of the URA by the Agency Administrator is hereby ratified.

Section 3: This Resolution shall be in effect upon its approval and adoption.

Duly passed by the Board of Directors for the Sherwood Urban Renewal Agency this 1st day of November, 2011.



Keith S. Mays, Board Chair

Attest:



Sylvia Murphy, CMC, Agency Recorder

PROFESSIONAL SERVICE AGREEMENT

This Agreement is entered into this ____ day of _____, 2011, by and between the City of Sherwood Urban Renewal Agency ("AGENCY") and Elaine Howard Consulting, LLC ("CONSULTANT").

Whereas AGENCY has requested a proposal for a substantial amendment of the Sherwood Urban Renewal Plan (PROJECT); and

Whereas CONSULTANT has submitted a proposal and has experience and knowledge in urban renewal consulting, now therefore;

Parties agree as follows:

1. Duration

This Agreement shall be effective from the date of execution by both parties and shall remain in effect until and including March 31, 2012 unless terminated or extended by the Agency.

2. Scope of Work

Consultant shall provide all services specified in the attached "Exhibit A -- Scope of Work and Budget" which is incorporated into this Agreement by reference.

3. Compliance with Laws

Consultant shall comply with all federal, state, and local laws and regulations applicable to this Agreement. Consultant hereby certifies that Consultant is not in violation of any Oregon tax law and that Consultant is an independent contractor as defined in ORS 670.600

4. Payment

Agency will pay Consultant for services performed and materials delivered in the amount and manner specified in the Scope of Work and Budget. Consultant will submit monthly invoices to the Agency, which shall make payment within 30 days of receipt of the monthly bill. Consultant may reallocate budget from one category to another without the approval of the Agency. The total amount of this Agreement is \$20,000 plus expenses, which will be billed at cost. Additional meetings in Sherwood in excess of those identified in the Scope of Work (8 meetings in Sherwood) and changes in Scope of Work will only be performed with a written agreement between Agency and Consultant and will be billed at the hourly rate of the consultant performing the work.

5. Ownership of Documents

All documents and other products produced by Consultant pursuant to this Agreement are the property of the Agency. Consultant shall maintain books, documents, paper and records pertinent to this Agreement for a period of three years after final payment to the Consultant ("Retention Period"). Consultant shall allow the Agency's authorized representative access to such records during the Retention Period. The cost of any copies of records requested by the Agency shall be reimbursed to the Consultant.

6. Indemnity and insurance

Consultant shall defend, save, and hold harmless the Agency, and its respective officers, agents, and employees, from all claims, suits, or actions of whatsoever nature, including intentional acts, resulting from or arising out of the activities of Consultant or its subcontractors, agents or employees under this Agreement including professional negligent acts, errors or omissions of Consultant; provided however, that nothing herein shall be construed to require indemnification of the Agency for liability attributable to the Agency's sole negligence.

Consultant shall maintain professional liability insurance with a combined single limit per occurrence of not less than \$1,000,000 general annual aggregate for malpractice or errors and omissions coverage against liability for professional negligent acts, errors or omissions of Contractor in performance of professional services under this contract.

Consultant shall maintain General Liability insurance on an occurrence basis with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. The Liability Insurance coverage shall provide contractual liability coverage for the indemnity required under this Agreement. The coverage shall name the Agency as Additional Insured with respect to the Consultant's services to be provided under the Agreement.

7. Assignment

This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by either party. Other than stated in this paragraph, consultant shall not subcontract for services under this Agreement without written approval of Agency. It is agreed that ECONorthwest is performing the financial portion of this work and that James Vanden Bos will assist in research, document preparation and public presentations.

8. Termination

This Agreement may be terminated by mutual consent of the parties. Termination is the sole remedy for breach of the Agreement by either party. In addition, Agency may terminate this Agreement by giving Consultant 10 days' prior written notice of intent to terminate. Termination shall not excuse payment for that portion of the Consultant's fee and expenses properly incurred prior to notice of termination, but neither party shall be liable for indirect or consequential damages arising from termination under this section.

9. Modification

Notwithstanding and succeeding any and all prior agreement(s) or practice(s), this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing(s), signed by both parties.

10. Legal Counsel Review

Jeannette Launer will review the proposed Amendment and Report on Amendment, City Council Ordinance and any other documents requiring legal counsel review.

Sherwood Urban Renewal Plan Amendment

CONSULTANT: Elaine Howard Consulting, LLC
705 Terrace Drive
Lake Oswego OR 97034
Federal Tax ID#: 51-0650547

BY: _____ DATE _____
Elaine Howard, Principal

Sherwood Urban Renewal Agency
Tom Nelson, Administrator
22560 SW Pine Street
Sherwood, OR 97140

BY: _____ DATE _____
Tom Pessemier, Administrator Pro Tem
Sherwood Urban Renewal Agency

Scope of Work

Project Background

The City of Sherwood's Sherwood Urban Renewal Plan (Plan) has a Maximum Indebtedness (MI) of \$35,347,600, of which, according to documentation provided by Tashman Johnson LLC, \$3,307,361 .74 remained to be issued as of April 30,2011. This means that no more than the \$3.3 million, plus proceeds from prior debt and program income, can be spent on urban renewal projects and administration over the life of the Plan. This financial capacity is not sufficient to complete the projects under the Plan and

Sherwood Urban Renewal Plan Amendment

other projects that may be necessary to cure and prevent blight in the Sherwood Urban Renewal Area (Area). Because of this, the City of Sherwood (City) wishes to consider an amendment of the Plan to increase its maximum indebtedness (Proposed Amendment). The increase would be limited to an amount which is 20% of the current MI as modified or "indexed" under ORS 457.220(4).

Because you are proposing to increase the maximum indebtedness of the Plan, the Proposed Amendment is considered a substantial amendment under Oregon statutes. A substantial amendment requires the same procedural steps that would be required for a new urban renewal plan and it also requires a report on the Proposed Amendment (Report). This document is a scope of work and budget for assisting the City and the Sherwood Urban Renewal Agency in preparing the Proposed Amendment and Report, as well as drafts of related notices and staff reports.

PROPOSED SCOPE OF WORK

A. Public Involvement

The proposed scope of work includes public involvement, which is required in "all stages in the development of an urban renewal plan." We recommend a public meeting prior to beginning the formal adoption process. Additional opportunities for the public to participate will be at the Planning Commission meeting and at the public hearing before the City Council.

B. Draft Urban Renewal Plan Amendment

The essential parts of the Proposed Amendment will be to define the projects that are to be undertaken, determine the costs and urban renewal share of such projects, project future tax increment revenues, estimate the borrowing capacity of these revenues and compare borrowing capacity to projected expenditures. This would provide the basis for a new maximum indebtedness figure. That figure will be within the statutory 20% limits cited above.

Work on the Proposed Amendment would include the following:

Sherwood Urban Renewal Plan Amendment

1. Inventory Existing Conditions in Urban Renewal Area and Document Conditions of Blight

A substantial amendment of the Plan requires that the City Council find that the Area continues to be a blighted area as defined in statute. There are no precise tests of whether an urban renewal area is blighted or not, but some conditions of blight that were found when the Plan was adopted still remain and others will be inventoried. The inventory of existing conditions will include need for public facilities to support redevelopment, improvement to land value ratios (a measure of whether a parcel is underdeveloped), street and sidewalk conditions, and utility conditions. We will rely on City staff to provide data on street, sidewalk and utility conditions.

2. Determine Necessary Urban Renewal Projects

We will consult with city staff to determine what urban renewal projects and programs are required to complete the Plan and cure and prevent blight in the Area. City staff will describe which projects in the existing Plan have been completed and which will be future projects.

3. Determine Project Costs and Urban Renewal Share

City staff will provide cost estimates of the projects listed in Task 2.

4. Project Tax Increment Revenues and Borrowing Capacity and Determine Required Maximum Indebtedness

The financial analysis is a critical part of the Proposed Amendment and the Report, and is the basis for the City Council making a finding that the Proposed Amendment is economically feasible. We will project the tax increment revenues likely to be available for the Plan, identifying and taking into account development and redevelopment opportunity sites, land use regulations and the impacts of the anticipated urban renewal investments. We will then project the borrowing capacity of the tax increment revenue stream, and provide a suggested schedule of long and short term borrowings. We will coordinate all this analysis with the Project Manager and Finance Director.

5. Review Provisions for Plan Amendments

We will review the current provisions for future plan amendments and discuss with staff whether changes to those provisions may be appropriate. If changes are desired we will draft the necessary language.

6. Draft Proposed Amendment

We will compile a draft Proposed Amendment, consisting primarily of the elements discussed above and other required elements such as the relationship of the Urban Renewal Plan to local objectives as stated in the Comprehensive Plan and its implementing ordinances and codes.

C. Draft Amendment Report

We will prepare the Amendment Report as required by ORS 457.085(3)(a.-i.). The report is primarily a technical document that provides background information and is a basis for the findings that the Council must make in adopting the plan.

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D. Adoption Process

We will provide the ordinances, notices and the substance of the staff reports required for adoption of the Amendment.

- The Planning Commission must review the proposed urban renewal plan (primarily for conformance to the City's Comprehensive Plan) and make a recommendation to Council.
- The Proposed Amendment and Report will be sent to the overlapping taxing districts, and the City should offer to meet with representatives of those districts to discuss the potential impacts.
- A meeting with the County Board of Commissioners is required, but no action need be taken by the County if all of the property in the UR Area is within the City limits.
- The Council must hold a public hearing before adopting a non-emergency ordinance approving the Proposed Amendment. Notice of the hearing on the Proposed Amendment must be sent to each individual household in the City in accordance with ORS 457.120.
- A notice of Plan adoption must be published and the Plan recorded and the Plan and Report transmitted to the County Assessor.

We will also prepare summary documents for the Planning Commission, City Council, and County Commission meetings and will assist in the presentations for these meetings.

BUDGET

The work will be completed for a fee of \$20,000. Monthly invoices will cite the progress made on the project and hours worked on the project. We will bill according to the hours worked and the hourly rates.

Our hourly fees are shown below. Travel time is billed at half the hourly rate. Expenses are to be reimbursed at cost, and mileage is billed at the federally established rate (2011 rate is \$0.55 per mile).

Hourly rates:

Elaine Howard	\$150
James Vanden Bos	\$ 65
Nick Popenuk (ECO)	\$ 95
Carole Connell *	\$100 (not to exceed \$1,300)
Jeannette Launer	\$250

*This may be billed under a separate purchase order with the City of Sherwood.

SCHEDULE

The work can be started immediately and will take 3-4 months to complete, subject to timely scheduling of public meetings.

City Responsibilities

The City of Sherwood will provide the following:

- Meeting space for all meetings
- Costs for publishing notice for all meetings (open public meeting, Planning Commission meeting, City Council meeting)

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- Preparation and mailing of super-notice required for a substantial amendment
- Mailing of taxing jurisdictions notices
- Recording of Plan on adoption
- Publishing notice of adoption of Plan
- GIS assistance, including the following
 - Acreage
 - Zoning
 - Comprehensive Plan designation
 - Property ID number
 - Address
 - Ownership