



MADRAS REDEVELOPMENT COMMISSION

125 SW "E" Street Madras, OR 97741
Phone: 541-475-2344 Fax: 541-475-7061

Agenda

City Hall
Council Chambers

June 1, 2016
5:30 P.M.

1. Call to Order
2. Consent Agenda
 - A. Adoption of Agenda
 - B. April 6, 2016 MRC Meeting Minutes
 - C. Approval of May 2016 Vouchers
 - D. U.S. Senator Merkley Letter to MRC Chair Lofting regarding the Spotted Frog
3. Visitors Comments:
4. Spotted Frog Report

Shanrae Hawkins, Public Relations Manager, Stingray Communications
(NUID Contractor)
5. MRC FY 2016-2017 Budget Hearing
 - A. Open Budget Hearing
 - B. Staff Report
 - C. Comments From the Public
 - D. Close Budget Hearing
 - E. No Action Required at This Time, Formal Action will be by Resolution

Gus Burrell, City Administrator
Nicholas Snead, Community Development Director
6. Resolution No. MRC 2016-03

A resolution adopting the budget, making appropriations, and providing for the declaration of tax increment for fiscal year 2016-2017 in accordance with ORS 294.456.

Gus Burrell, City Administrator
Nicholas Snead, Community Development Director

7. Ratification of Request for Reconveyance and Indemnity
Nicholas Snead, Community Development Director
8. Letter of Support for Jefferson County Enterprise Zone Renewal
Nicholas Snead, Community Development Director
9. Commercial Development Recruitment
 - A. Approval of Professional Services Agreement with The Retail Coach
Nicholas Snead, Community Development Director
 - B. Report on Request for Qualifications for Local Commercial Development Recruitment Specialist Services
Nicholas Snead, Community Development Director
10. Report on Downtown Flowers
Nicholas Snead, Community Development Director
11. Presentation of City of Madras Public Contracting Ordinance, No. 886
Nicholas Snead, Community Development Director
12. Discussion of Summer MRC Meeting Schedule
Nicholas Snead, Community Development Director
13. Additional Discussion
14. Adjourn

Pursuant to ORS 192.640, this agenda includes a list of the principal subjects anticipated to be considered at the above referenced meeting; however, the agenda does not limit the ability of the Madras Redevelopment Commission to consider additional subjects. Meetings are subject to cancellation without notice. This meeting is open to the public and interested citizens are invited to attend. This is an open meeting under Oregon Revised Statutes, not a community forum; audience participation is at the discretion of the Madras Redevelopment Commission. **Anyone wishing to address the Commission will need to register prior to the meeting.** The meeting will be audio taped; minutes of this and all public meetings are available for review at the Madras City Hall. The meeting place is handicapped accessible; those needing assistance please contact the City of Madras Community Development two (2) days in advance of the meeting.

City of Madras
Madras Redevelopment Commission
Meeting Minutes
April 6, 2016

I. Call to Order

The Madras Redevelopment Commission meeting was called to order by Chair, Doug Lofting at 5:30 p.m. on Wednesday April 6, 2016 in the Madras City Council Chambers.

Members in Attendance:

Commissioner Royce Embanks
Commissioner Tom Brown
Commissioner Don Reeder
Commissioner Blanca Reynoso
Chair Doug Lofting
Commissioner Chuck Schmidt
Commissioner Doeshia Jacobs

Members Absent Were:

There are two Membership vacancies.

Staff Members in Attendance:

Nicholas Snead, Community Development Director
Gus Burrell, City Administrator
Brandie McNamee, Finance Director
Michele Quinn, Community Development Administrative Assistant

II. Consent Agenda

- A. **Adoption of Agenda**
- B. **February 3, 2016 MRC Meeting Minutes**
- C. **March 2, 2016 Meeting Minutes**
- D. **Approval of April 2016 Vouchers**

A MOTION WAS MADE BY COMMISSIONER TOM BROWN TO APPROVE THE CONSENT AGENDA AS AMENDED. THE MOTION WAS SECONDED BY COMMISSIONER CHUCK SCHMIDT AND PASSED UNANIMOUSLY.

III. Visitors Comments

None

IV. Approval of Modified Spotted Frog Letter from the MRC

Community Development Director Nicholas Snead explained to the Commission that subsequent to the MRC's approval at the March 2016 meeting modifications were needed to these letters. As determined by Commissioner Reeder and so this evening staff requests that the MRC approve the modified letters.

Chair Lofting told the Commission that when he picked up the letters from Mr. Reeder's office I did read the letters before I mailed them. I must admit that I did not know that they had been changed from the original draft that the MRC had approved. I have no concerns about what I did sign and what I sent.

A MOTION WAS MADE BY COMMISSIONER TOM BROWN TO APPROVE THE SPOTTED FROG LETTER. THE MOTION WAS SECONDED BY COMMISSIONER DOESHIA JACOBS AND PASSED UNANIMOUSLY. 6-0 Don Reeder declaring a conflict of interest because I wrote the letter

Chair Lofting said Don in the future if you do have a conflict of interest if you could inform the Commission of that before the conversation starts regarding the subject.

V. Report on Procurement of Hanging Flower Baskets for US Highway 97/J Street Decorative Light Poles

Community Development Director Nicholas Snead told the Commission at the March 2016 meeting staff presented the proposal to select Fessler Nursery to provide the hanging flower baskets for the light poles. The Commission actually took formal action to select Fessler Nursery as the provider for the hanging flower baskets. Unless the City Attorney could determine that the MRC could purchase from Madras Garden Depot at a higher cost from a local business. This is a report following up on what the City Attorney said. Oregon revised statute chapter 279 A and 279 B provide guidance on this procurement. Director Snead read through 279 A and B for the Commission.

Director Snead told the Commission the City selected Fessler Nursery under its procurement ordinance that was in place at that time which was Ordinance 808. Director Snead read through Ordinance 808 exhibit A subsection D for the Commission. There was a concern about what the term best value of the City is. The MRC has historically considered a variety of factors when determining what constitutes the best value, and has done so without limitations of cost, performance, and quality. In the past we have not had a concern of performance or quality. The only factor that remained was cost. The City Attorney believes that the award of purchasing the flowers from Fessler Nursery was in a manner that was consistent with the Ordinance and State law.

Commissioner Reeder declared a conflict of interest due to the fact that the flowers are next to his office. I feel that I can speak to the matters in regards to the flowers and also the definition of value.

The Commission had a discussion about the discussion that took place on the March 2016 meeting. The Commission agreed they are in a no win situation here if we buy local at a higher price. People are going to say you spent more money than you had to. If we buy less expensive out of town they are going to say you are not buying locally. There was a further discussion about fiscal responsibility and go with the lowest bidder as the state guide lines put it. They also discussed that there is a value opposed to price being two different things. Value also includes things like buying locally.

City Administrator Gus Burril told the Commission a couple things come to mind here. How did we solicit this and how did the bids come in? We solicited for lowest

price meeting the specs. You are obligated by the way we put out the bids. If we want to do a local option we have to clarify to the bidders we may allow up to a certain percentage greater than a low bid. It would be of value to us if they were local.

Director Snead told the Commission this fall we will bring the RFP for your approval when we solicit for the downtown flower pots and hanging flower pots.

VI. MRC Budget Resolution No. 2016-02

Finance Director Brandie McNamee explained to the Commission that there are two budget adjustments. The first one is within the reinvestment fund and in order to purchase the hanging flower baskets and the flowers. There needs to be an adjustment in this fiscal year. The adjustment proposed is to take eleven thousand from contingency and add it to materials and services. This would purchase eight thousand dollars in metal brackets holding the flowers, and three thousand in flowers themselves. The second adjustment is in the general fund of the MRC and that is fifteen hundred dollars moving from contingency to special payments for a paint grant.

Director Snead told the Commission that the General Manager of Ag West approached me about the possibility of a paint grant for their mechanic shop. I informed him that we did not budget for that this year but we could amend the budget to allow that. Ag West is trying to make their business look really good as people come into our community from the north Y.

Agenda item number VII was discussed prior to agenda item number IV however the meeting minutes will coincide with the agenda.

A MOTION WAS MADE BY COMMISSIONER TOM BROWN TO APPROVE RESOLUTION 2016-02. THE MOTION WAS SECONDED BY COMMISSIONER BLANCA REYNOSO AND PASSED UNANIMOUSLY. 7/0

VII. Consideration of MRC and David Potter Urban Renewal Line of Credit Loan Agreement

Community Development Director Nicholas Snead told the Commission that tonight we are presenting the Commission the loan documents for their review. Staff has reviewed the information pertaining to the taxes owed on the property. Staff is recommending that the MRC enter into the line of credit loan agreement with David Potter to remove the blighted buildings on the property. Staff does not recommend the MRC at this time try and purchase the property as staff feels that the property cannot be purchased for the back taxes owed. Nick further explained to the Commission if they did purchase the property it would limit your response to future development during the fiscal year 2016-2017. Staff has concluded that entering into this agreement for a maximum exposure amount of \$18,000 dollars more efficiently uses your resources.

Commissioner Don Reeder asked about attachment A paragraph five on the agreement. I am confused on whether he has to pay the full \$21,000.00 or so he doesn't come in default with Jefferson County.

David Potter told the Commission he has no intent of letting the property go into

foreclosure from back taxes.

The Commission and Staff discussed the language in the documents and asked that Community Development Director to clarify the language. The Commission asked how to get the document changed to clarify that David does not have to pay taxes in full.

A MOTION WAS MADE BY COMMISSIONER CHUCK SCHMIDT TO APPROVE THE EIGHTEEN THOUSAND DOLLAR LINE OF CREDIT LOAN AGREEMENT WITH DAVID POTTER AND AUTHORIZE THE CHAIR TO SIGN THE LOAN DOCUMENTS WITH THE CHANGE ON ATTACHMENT A PARAGRAPH FIVE AND DELETE THE WORDS IN FULL. THE MOTION WAS SECONDED BY COMMISSIONER DON REEDER AND PASSED UNANIMOUSLY. 7/0

Agenda item number VIII was discussed prior to agenda item number IV however the meeting minutes will coincide with the agenda.

VIII. Report and Discussion on Contact Services for Commercial Development

Recruitment

Community Development Director Nicholas Snead told the Commission that staff is recommending that the national commercial development recruitment specialist be selected from The Retail Coach. They are the most cost effective and they also provide the exact services that need. Specifically they will develop the marketing materials and call the national companies that would fit our market demand. Staff would recommend that the MRC select The Retail Coach as the national commercial development recruitment specialist. Based on their ability to provide the desired services at the lowest cost, and approve the local commercial development recruitment specialist scope of work. Additionally direct staff to solicit qualifications for our local commercial development recruitment specialist in accordance with the City's procurement Ordinance 886.

The Commission asked where The Retail Coach is located and if staff has checked their qualifications and successes.

Director Snead told the Commission that they are out of Texas and they are currently in a contract with the city of Klamath Falls. The Retail Coach has a 95% return rate with their clients contracting for one year.

The Commission asked about getting a firm that was local.

Director Snead told the Commission that there is not a local company in Central Oregon or the State of Oregon that provides this service.

The Commission discussed what EcoNorwest did for us and what The Retail Coach will do for us and how they differ.

City Administrator Gus Burril asked Nick if we met the procurement requirements of obtaining three quotes?

Director Snead reported that he obtained three quotes. The two of the three

DISBURSEMENTS LIST - March 11, 2016-May 24, 2016

Madras Redevelopment Commission Review and Approval

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
4/6/2016	Bryant, Lovlien, Jarvis	Loan Agreement with David Potter	288.00
4/6/2016	Bryant, Lovlien, Jarvis	Misc. Matters	224.00
4/6/2016	Erickson's	Snacks for Meeting	6.77
4/15/2016	Community Newspaper-Madras Pioneer	Supplemental Budget Hearing Publication	34.88
4/28/2016	El Rio	Budget Committee Meal	215.00
5/12/2016	Bryant, Lovlien, Jarvis	Loan Agreement with David Potter	832.00
5/12/2016	Bryant, Lovlien, Jarvis	Best Value Matters	96.00
5/12/2016	Bryant, Lovlien, Jarvis	World of Treasures Property Sales	48.00
5/12/2016	Bryant, Lovlien, Jarvis	Misc. Matters	144.00
5/12/2016	Community Newspaper-Madras Pioneer	Budget Committee Notices Publication	122.07

Total	\$ 2,010.72
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** Committee Review and approval of checks cut in the previous month**

Purchase Date	Vendor Name	Item GL Combination	Receipt Status
Post Date	Item Description	Item Total	Receipt Comment
1099 reporting			
04/06/2016	BRYANT, LOVLIE & JARV	802-101-520-2102-	
04/07/2016	BRYANT, LOV & JARV - Confidential Matter (March)	928.00	
04/06/2016	BRYANT, LOVLIE & JARV	803-101-520-2102-	
04/07/2016	BRYANT, LOV & JARV - Land Use Agmt. for Control/Tenure (March)	128.00	
04/06/2016	BRYANT, LOVLIE & JARV	509-090-540-1003-	
04/07/2016	BRYANT, LOV & JARV - West Access Road Invitation to Bid (March)	720.00	
04/06/2016	BRYANT, LOVLIE & JARV	207-207-520-1220-	
04/07/2016	BRYANT, LOV & JARV - Service Agmt.: Solar Eclipse (March)	640.00	
04/06/2016	BRYANT, LOVLIE & JARV	803-101-520-2102-	
04/07/2016	BRYANT, LOV & JARV - Services Contract: Weed Abatement (March)	912.00	
04/06/2016	BRYANT, LOVLIE & JARV	802-101-520-2102-	
04/07/2016	BRYANT, LOV & JARV - Confidential File Review (March)	176.00	
04/06/2016	BRYANT, LOVLIE & JARV	803-101-520-2102-	
04/07/2016	BRYANT, LOV & JARV - SDC Pmt Agreement: Java Rock (March)	1,120.00	
04/06/2016	BRYANT, LOVLIE & JARV	509-090-520-2102-	
04/07/2016	BRYANT, LOV & JARV - MOU w/ Jeff. Co. Rod/Gun Club (March)	176.00	
04/06/2016	BRYANT, LOVLIE & JARV	803-101-520-2102-	
04/07/2016	BRYANT, LOV & JARV - City Spray Park (March)	1,856.00	
04/06/2016	BRYANT, LOVLIE & JARV	505-505-520-2102-	
04/07/2016	BRYANT, LOV & JARV - Nuisance Violations: Right to Assert Claims(March)	304.00	
04/06/2016	BRYANT, LOVLIE & JARV	701-701-520-2102-	
04/07/2016	BRYANT, LOV & JARV - Loan Agmt. David Potter (March)	288.00	

Purchase Date	Vendor Name	Item GL Combination	Receipt Status
Post Date	Item Description	Item Total	Receipt Comment
1099 reporting			
04/06/2016	BRYANT, LOVLIE & JARV	802-101-520-2102-	
04/07/2016	BRYANT, LOV & JARV - Central Service Misc.(March)	944.00	
04/06/2016	BRYANT, LOVLIE & JARV	803-101-520-2102-	
04/07/2016	BRYANT, LOV & JARV - PW Misc. (March)	106.00	
04/06/2016	BRYANT, LOVLIE & JARV	505-505-520-2102-	
04/07/2016	BRYANT, LOV & JARV - Community Dev. Misc. (March)	272.00	
04/06/2016	BRYANT, LOVLIE & JARV	502-020-520-2102-	
04/07/2016	BRYANT, LOV & JARV - Water Ops Misc. (March)	240.00	
04/06/2016	BRYANT, LOVLIE & JARV	701-701-520-2102-	
04/07/2016	BRYANT, LOV & JARV - MRC Misc. (March)	224.00	
04/06/2016	BRYANT, LOVLIE & JARV	509-090-520-2102-	
04/07/2016	BRYANT, LOV & JARV - Airport Ops Misc. (March)	64.00	
04/06/2016	BRYANT, LOVLIE & JARV	804-101-520-1101-501	
04/07/2016	BRYANT, LOV & JARV - Building Fund Misc. (March)	60.00	
04/05/2016	CENTRAL OREGON HEATING	804-101-520-1101-501	
04/07/2016	CENTRAL OR HEATING - Replace Bearings and Belts in City Hall	350.00	
04/05/2016	DISTRICT AMERICAN KITCHEN	505-505-520-2203-	
04/07/2016	DISTRICT AMERICAN KITCHEN - N. Snead-Meal: APA Conference	16.29	
04/05/2016	THE KETTLE BLACK	505-505-520-2203-	
04/07/2016	THE KETTLE BLACK - N. Snead- Meal: APA Conference	12.86	
04/06/2016	FIREPRO	101-106-520-1406-	
04/07/2016	FIREPRO - Service and Recharge Fire Extinguishers	120.00	

Purchase Date	Vendor Name	Item GL Combination	Receipt Status
Post Date	Item Description	Item Total	Receipt Comment
1099 reporting			
04/06/2016	ERICKSONS TW MADRAS	701-701-520-2203-	
04/08/2016	ERICKSONS TW MADRAS - Snacks for MRC Meeting	6.77	
04/08/2016	MADRAS AUTO PARTS	509-090-540-1003-	
04/11/2016	MADRAS AUTO - Safety Valve, Thread Sealant	42.19	
04/07/2016	American Energy	805-101-520-1004-	
04/11/2016	CIRKLE K - Veh 1301 Car Wash	6.00	
04/08/2016	GREAT EARTH CAFE & MARKET	803-101-520-2203-	
04/11/2016	GREAT EARTH CAFE & MARKET - Snacks for PW Budget Training	45.50	
04/08/2016	AG WEST SUPPLY MADRAS	503-030-520-2810-	
04/11/2016	AG WEST SUPPLY - Pressure Gauges	19.50	
04/08/2016	TRAFFIC SAFETY SUPPLY CO	204-040-520-2702-	
04/11/2016	TRAFFIC SAFETY SUPPLY - New Street Signs	239.36	
04/08/2016	PHILS HARDWARE	503-030-520-1403-	
04/11/2016	ACE - NWWTF Transmitter Parts (Adapter and Couplings)	20.34	
04/08/2016	LAWSON PRODUCTS	805-101-520-1403-	
04/11/2016	LAWSON PRODUCTS - Supplies for Equipment Repairs	478.52	
04/08/2016	MADRAS TIRE FACTORY	805-101-520-1403-	
04/11/2016	MADRAS TIRES - #68 Parks Flat Bed Front Brake Repair	400.65	
04/08/2016	MADRAS AUTO PARTS	805-101-520-1403-	
04/11/2016	MADRAS AUTO - Hose, Battery, Spin-on (Grasshopper Mower)	60.32	
04/07/2016	FIGAROS PIZZA	802-101-520-1223-	Yes
04/11/2016	FIGAROS PIZZA - Councilor SDC Training	82.69	

Purchase Date	Vendor Name	Item Description	Item GL Combination	Item Total	Receipt Status
1099 reporting					
04/14/2016	73 NEWPORT BAY		803-101-520-2203-		
04/18/2016	73 NEWPORT BAY - J. Hurd- Meal: PE Test Dinner			34.46	
04/15/2016	STARBUCKS #14305 SALEM		802-101-520-2203-		
04/18/2016	STARBUCKS - PO 11004: R. Tombleson-Meal: Grant Training			8.50	
04/16/2016	CARSON - CREDIT		805-101-520-1601-		
04/18/2016	CARSON OIL - 120 GAL Non-Ethanol, 127 GAL Biodiesel			466.57	
04/15/2016	STARBUCKS #00482 WILSONVI		802-101-520-2203-		
04/18/2016	STARBUCKS - PO 11004: R. Tombleson-Meal: Grant Training			7.20	
04/15/2016	SW OFFICE SUPPLY/CASCADE		101-106-520-1406-		
04/18/2016	CASCADE OFFICE - Pens			70.76	
04/14/2016	GENO'S ITALIAN GRI		802-101-520-2203-		
04/18/2016	GENO'S ITALIAN GRILL - Budget Committee Meal: April 14th			253.80	
04/14/2016	MAIL COPIES & MORE LLC		207-207-520-1218-		
04/18/2016	MAIL COPIES & MORE - Spring/Summer Banners: Holiday Decor			999.94	
04/15/2016	RED ROBIN NO 142		802-101-520-2203-		
04/18/2016	RED ROBIN - PO 11004: R. Tombleson-Meal: Grant Training			12.17	
04/14/2016	MADRAS TIRE FACTORY		509-090-540-1003-		
04/18/2016	MADRAS TIRES - #02 Dump Truck Tire Damage Repair			230.00	
04/15/2016	COMMUNITY NEWSPAPERS INC		701-701-520-2401-		
04/18/2016	COMMUNITY NEWSPAPERS - MRC Supplemental Budget Pub			34.88	
04/14/2016	PHILS HARDWARE		804-101-520-1101-501		
04/18/2016	PHILS HARDWARE - Hose Cabinet			29.99	

Purchase Date	Vendor Name	Item GL Combination	Receipt Status
Post Date	Item Description	Item Total	Receipt Comment
1099 reporting			
04/28/2016	AMERICAN PLANNING ASSOCI	505-505-520-1002-	
04/29/2016	AMERICAN PLANNING ASSOCIATION - Assistant Planner Recruitment	295.00	
04/27/2016	MADRAS MARINE INC	206-206-520-2702-	
04/29/2016	MADRAS MARINE INC - Chainsaw Chains	50.40	
04/28/2016	EWING IRRIGATION PRD 492	503-030-520-2810-	
04/29/2016	EWING IRRIGATION PRD 492 - Irrigation Pipe, fittings	63.43	
04/28/2016	EWING IRRIGATION PRD 492	206-206-520-2702-	
04/29/2016	EWING IRRIGATION PRD 492 - battery powered clocks	556.77	
04/27/2016	SAFEWAY STORE00019604	802-101-520-2401-	
04/29/2016	SAFEWAY - Professional Admin Day Flower	21.99	
04/28/2016	REGIONALHELPWANTED, INC.	505-505-520-1002-	
04/29/2016	REGIONAL HELPWANTED - Assistant Planner Recruitment	299.00	
04/29/2016	PHILS HARDWARE	503-030-520-2810-	
05/02/2016	PHILS HARDWARE - Golf Course Irrigation fittings	9.99	
04/26/2016	KOREAN AIR 1802316913186	802-101-520-2203-	
05/02/2016	KOREAN AIR - S.Puddy Airfare to Vietnam for EEAP	976.86	
04/29/2016	PHILS HARDWARE	502-020-520-2702-	
05/02/2016	PHILS HARDWARE - Batteries for Locator	19.98	
04/29/2016	STAPLES DIRECT	802-101-520-2401-	
05/02/2016	STAPLES - Keyboard, Mouse and Clorox Wipes	40.97	
04/28/2016	EL RIO RESTAURANT	701-701-520-2203-	
05/02/2016	EL RIO RESTAURANT - MRC Budget Committee Meal	215.00	

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Post Date	Item Description	Item Total	Receipt Comment
1099 reporting			
05/12/2016	BRYANT, LOVLIEEN & JARV	505-505-520-2102-	
05/13/2016	BRYANT, LOVLIEEN & JARVIS - RMJ Advisory Committee	1,680.00	
05/12/2016	BRYANT, LOVLIEEN & JARV	509-090-520-2102-	
05/13/2016	BRYANT, LOVLIEEN & JARVIS - Renewal of FBO Airport Mgmt Services	416.00	
05/12/2016	BRYANT, LOVLIEEN & JARV	505-505-520-2102-	
05/13/2016	BRYANT, LOVLIEEN & JARVIS - RFQ for Local Commercial Dev. Recruitment	112.00	
05/12/2016	BRYANT, LOVLIEEN & JARV	701-701-520-2102-	
05/13/2016	BRYANT, LOVLIEEN & JARVIS - Loan Agreement for David Potter	832.00	
05/12/2016	BRYANT, LOVLIEEN & JARV	701-701-520-2102-	
05/13/2016	BRYANT, LOVLIEEN & JARVIS - Best Value Matters	96.00	
05/12/2016	BRYANT, LOVLIEEN & JARV	701-701-520-2102-	
05/13/2016	BRYANT, LOVLIEEN & JARVIS - World of Treasures Property Sale	48.00	
05/12/2016	BRYANT, LOVLIEEN & JARV	802-101-520-2102-	
05/13/2016	BRYANT, LOVLIEEN & JARVIS - Central Service Misc.	1,968.33	
05/12/2016	BRYANT, LOVLIEEN & JARV	803-101-520-2102-	
05/13/2016	BRYANT, LOVLIEEN & JARVIS - Public Works Misc.	517.33	
05/12/2016	BRYANT, LOVLIEEN & JARV	505-505-520-2102-	
05/13/2016	BRYANT, LOVLIEEN & JARVIS - Community Development Misc.	272.00	
05/12/2016	BRYANT, LOVLIEEN & JARV	509-090-520-2102-	
05/13/2016	BRYANT, LOVLIEEN & JARVIS - Airport Ops Misc.	117.33	
05/12/2016	BRYANT, LOVLIEEN & JARV	503-030-520-2102-	
05/13/2016	BRYANT, LOVLIEEN & JARVIS - Sewer Ops Misc.	16.00	

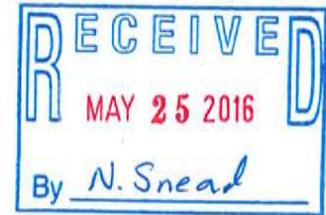
Purchase Date	Vendor Name	Item Description	Item GL Combination	Item Total	Receipt Status
Post Date					Receipt Comment
1099 reporting					
05/12/2016	BRYANT, LOVLIE & JARV		502-020-520-2102-	32.00	
05/13/2016	BRYANT, LOVLIE & JARVIS	Water Ops Misc.			
05/12/2016	BRYANT, LOVLIE & JARV		701-701-520-2102-	144.00	
05/13/2016	BRYANT, LOVLIE & JARVIS	MRC Misc.			
05/12/2016	BRYANT, LOVLIE & JARV		804-101-520-1101-501	80.00	
05/13/2016	BRYANT, LOVLIE & JARVIS	Building Fund Misc.			
05/12/2016	BRYANT, LOVLIE & JARV		204-040-520-2102-	16.00	
05/13/2016	BRYANT, LOVLIE & JARVIS	Transportation Misc.			
05/12/2016	MISSION LINEN		804-101-520-1101-501	62.65	
05/13/2016	MISSION LINEN	Monthly Mat Cleaning (April)			
05/12/2016	MISSION LINEN		804-101-520-1101-502	35.89	
05/13/2016	MISSION LINEN	Monthly Mat Cleaning (April)			
05/12/2016	MISSION LINEN		805-101-520-1403-	4.00	
05/13/2016	MISSION LINEN	Seat Cover Cleaning (April)			
05/12/2016	MISSION LINEN		804-101-520-1101-504	22.72	
05/13/2016	MISSION LINEN	Airport Mat Cleaning (April)			
05/12/2016	NAPA AUTO 0023005		204-040-520-2702-	71.99	
05/13/2016	NAPA AUTO 0023005	batt charger for radiator trailer			
05/11/2016	PHILS HARDWARE		804-101-520-1101-	74.22	
05/13/2016	PHILS HARDWARE	shower rod replacement and install tools and hardware			
05/11/2016	GREAT EARTH CAFE & MARKET		802-101-520-2203-	245.00	
05/13/2016	GREAT EARTH CAFE	Second Budget Committee Meeting Meal			

Purchase Date	Vendor Name	Item GL Combination	Receipt Status
Post Date	Item Description	Item Total	Receipt Comment
1099 reporting			
05/12/2016	PHILS HARDWARE	206-206-520-2702-	
05/16/2016	PHILS HARDWARE - Clock Batteries	19.98	
05/13/2016	MADRAS PAINT AND GLASS	503-030-520-2702-	
05/16/2016	MADRAS PAINT AND GLASS swwp door closer blower room	354.00	
05/12/2016	COMMUNITY NEWSPAPERS INC	701-701-520-1002-	
05/16/2016	COMMUNITY NEWSPAPERS - MRC Budget Committee Notices	122.07	
05/13/2016	IN TREASURE VALLEY COFFE	101-106-520-1406-	
05/16/2016	TREASURE VALLEY COFFE - Coffee Supplies	232.90	
05/13/2016	SW OFFICE SUPPLY/CASCADE	101-106-520-1406-	
05/16/2016	CASCADE OFFICE SUPPLY - File Folders, Notepads	38.88	
05/13/2016	WILBUR ELLIS MADRAS	503-030-520-2810-	
05/16/2016	WILBUR ELLIS MADRAS - Malathion Mosquito Spray	103.75	
05/12/2016	MEYER MACHINE AND EQUIPME	503-030-520-2702-	
05/16/2016	MEYER MACHINE AND EQUIPMENT - PO 10788: Sutorbilt Blower for SWWTP	4,165.36	
05/12/2016	COMMUNITY NEWSPAPERS INC	803-101-520-1002-	
05/16/2016	COMMUNITY NEWSPAPERS - Madras Legal P.N. Ord 887	63.94	
05/12/2016	COMMUNITY NEWSPAPERS INC	803-101-520-1002-	
05/16/2016	COMMUNITY NEWSPAPERS - Madras Legal Invitation to Bid	116.25	
05/12/2016	COMMUNITY NEWSPAPERS INC	802-101-520-1002-	
05/16/2016	COMMUNITY NEWSPAPERS - Finance Director Recruitment	119.63	
05/12/2016	COMMUNITY NEWSPAPERS INC	802-101-520-1002-	
05/16/2016	COMMUNITY NEWSPAPERS - Budget Committee Meeting	63.94	

United States Senate
WASHINGTON, DC 20510

COMMITTEES:
APPROPRIATIONS
BANKING, HOUSING,
AND URBAN AFFAIRS
BUDGET
ENVIRONMENT AND
PUBLIC WORKS

April 29, 2016



Douglas Lofting
Chairman
Madras Redevelopment Commission
125 Sw E Street
Madras, OR 97741

Dear Douglas,

Thank you for contacting me to share your concerns about ongoing litigation around Deschutes River flows and the Oregon spotted frog and the impact the litigation is having on local communities and businesses.

I have met with staff and board members of the irrigation districts that are involved in the lawsuits to hear their concerns and discuss ways to develop a solution that all parties can support. I have also heard directly from the agricultural community about the potential impacts these lawsuits could have on their operations.

In my discussions with these groups they have highlighted their support for the Deschutes Basin Habitat Conservation Plan and the work they have been doing to reach the goals of the conservation plan. Please know that I am a supporter of the Deschutes Basin Habitat Conservation Plan and have advocated for funding to support work on the plan. I also want to acknowledge the proactive efforts of your community to seek and implement collaborative solutions to these challenges with all interested parties.

I believe that conservation challenges, including those involving the Oregon spotted frog, are best resolved when all those involved sit down together to collaborate on a plan that takes into account the needs of local communities, and the importance of protecting wildlife and natural resources, as well as our ranching and farming economy.

It is also important that we upgrade our aging water infrastructure so that we are using our water more efficiently. I am currently working to use my role on the Senate Appropriations Committee to advocate for programs that can help farmers implement water conservation measures that will allow them to continue irrigating their fields. I am pleased to announce that I was able to include language in the Energy and Water Appropriations bill that would direct the WaterSMART program to prioritize grants for projects that would conserve water for species that are listed on the endangered species list.

I, along with my staff, will continue to engage with local communities as we keep searching for solutions and will closely monitor the lawsuits as they progress through the court system. Thank you, again, for contacting me to share your concerns.

All my best,

A handwritten signature in blue ink that reads "Jeffrey A. Merkley". The signature is written in a cursive style with a prominent initial "J" and a distinct "M".

Jeffrey A. Merkley
United States Senator

JM/bjw



MADRAS REDEVELOPMENT
COMMISSION

ANNUAL BUDGET 2016-2017

2016/2017

URBAN RENEWAL AGENCY OF THE CITY OF MADRAS



SAVE THE DATES

Madras Redevelopment Commission – Budget Committee

Meeting Date	Day/Time	Agenda Topics
April 21, 2016	Thursday, 5:30 p.m.	Election of Officers Public Input/Community Requests
May 3, 2016	Thursday, 5:30 p.m.	Final Meeting (if needed) Continued from previous meeting

MRC Commissioners			Budget Committee Members At Large
Chuck Schmidt 316 S.E. "D" Street Madras, OR 97741	Commissioner City Councilor	Cell Phone: 541-980-2273 Term Expires: 1/31/17	Janet Brown 206 NE 11st Street Madras, OR 97741
Royce Embanks 733 S.E. Turner Street Madras, OR 97741	Commissioner City Councilor	Home Phone: 475-5557 Term Expires 1/31/17	Steve Jansen 1572 NE Hilltop Lane Madras, OR 97741
Doeshia Jacobos 601 SE 10 th Street Madras, Oregon 97741	Commissioner General Public	Cell Phone: 541-460-2215 Term Expires: 1/31/17	Dan Chamness 622 NE Begonia Street Madras, OR 97741
Don Reeder 205 SE 5 th Street Madras, Oregon 97741	Commissioner General Public	Work Phone: 541-475-2272 Term Expires 1/31/19	Maura Schwartz 150 SE 16 th Street Madras, OR 97741
Blanca Reynoso 212 SW 5 th Street Madras, Oregon 97741	Commissioner General Public	Work: 541-475-5287 Term Expires: 1/31/19	Tena Jackson 1471 NE Brown Drive Madras, OR 97741
Tom Brown 206 NE 11 th Street Madras, OR 97741	Commissioner City Councilor Vice Chair	Work Phone: 475-6707 Term Expires: 1/31/19	Bartt Brick 385 S.E. "C" Street P.O. Box 578 Madras, Oregon 97741
Doug Lofting P.O. Box Z Madras, OR 97741	Commissioner General Public Chair	Work: 541-475-7211 Term Expires: 1/31/17	VACANT
Vacancy	Commissioner General Public	Term Expires 1/31/17	VACANT – cannot have if there is not an appointed commissioner
Vacancy	Commissioner General Public	Term Expires: 1/31/19	VACANT – cannot have if there is not an appointed commissioner

Under ORS 294.414, the budget committee is composed of the governing body and an equal number of electors appointed by the governing body. The bylaws of the Madras Redevelopment Commission states that to be a member of the governing body or budget committee, they must reside within the urban district boundary which is defined as the Madras community area consisting of two miles from the Madras city limits, excluding the City of Metolius.



MADRAS REDEVELOPMENT COMMISSION

125 S.W. "E" Street Madras Oregon 97741
Phone: 541-475-3388 Fax: 541-475-3959

The Urban Renewal Agency of the City of Madras

Budget Committee
City Council Chambers

April 21, 2016
5:30 p.m.

Agenda

- I Call to Order

- II Election of Officers
 - A. Chairman
 - B. Vice-Chairman (Optional)
 - C. Secretary

- III Budget Message

- IV Review of Budget

- V Consider Approval of Budget

- VI Adjourn

**Note: MRC Budget Committee agenda will resume on May 3, 2016 at 5:30 p.m. if not completed during this scheduled meeting.*



MADRAS REDEVELOPMENT COMMISSION

125 S.W. "E" Street Madras Oregon 97741
Phone: 541-475-3388 Fax: 541-475-3959

The Urban Renewal Agency of the City of Madras

Budget Committee
City Council Chambers

May 3, 2016
5:30 p.m.

Agenda

- I Call to Order

- II Review of Budget – *(start from fund that was last discussed during April 21st meeting)*

- II Consider Approval of Budget

- IV Adjourn

SUBJECT: Budget Message for the Madras Urban Renewal District for the FY 2016-17 Budget.

AUTHOR: City Administrator Gus Burrell, Budget Officer

This budget was developed in a manner that is consistent with the plans and policies established by the Madras Redevelopment Commission (MRC). The FY 2016-17 combined MRC General Fund and Reinvestment Fund budget is \$ 1,126,378. With this proposed FY 2016-17 budget, the MRC will:

1. Make the fifth annual bond principal and interest payment
2. Provide services to recruit development within the District
3. If opportunity develops, provide financial assistance for new development in the District
4. Make its fourth contribution to the Madras Police Station/City Hall
5. Fund a second year of the Sidewalk Repair Grant program
6. Provide resources to assist infrastructure improvements and upkeep
7. Provide funding for Paint Grants
8. Provide beautification to the downtown streetscape with flowers pots

MRC GENERAL FUND

Fund Balances:

The FY 2016-17 General Fund beginning cash balance is anticipated to be \$393,164. Deducting the estimated value of \$329,007 for the two properties that the MRC owns, the General Fund beginning cash in FY 2016-17 is estimated to be \$64,147. The FY 2016-17 General Fund beginning fund balance is \$17,934 less than in FY 15-16. It is projected that FY 2016-17 will be the last year with a diminishing beginning fund balance. Expenses will continue to be prudently managed in a manner such that expenses are programmed within available revenues and any financial assistance provided only when a development needs assistance and development occurs. The FY 2016-17 Ending Fund Balance is \$58,482, which represents 14% of the General Fund Expenditures, not including estimated value of the MRC's properties (i.e. Redevelopment Properties).

Revenue:

The MRC's property tax revenue continues to be affected by the reduction in its tax rate from \$17.8840 per \$1,000 in FY 2009-10 to \$15.0093 per \$1,000 in FY 2014-15, which represents a 16% reduction in the MRC's tax collection rate. Additionally, property values within the Urban Renewal District remain fairly stagnant due to the market value of properties in the District being less than the assessed value of properties (i.e. Measure 5 compression). However in FY 2016-17 property tax revenues are projected to marginally increase for the second consecutive year (Table 1). The largest revenue source for the MRC is property taxes which are projected to be \$355,735 (including \$8,625 in "Prior Year Property Taxes") in FY 2016-17.

Revenue in FY 2016-17 also includes a \$125,000 draw from the MRC's Line of Credit held with the Bank of the Cascades, which will be used to provide assistance for new development that increases the assessed value of property as a result of the development. It should be noted that if financial assistance for new development is not needed, the MRC may choose not to draw \$125,000 from the Line of Credit.

Table 1. Annual Property Tax Revenue Collections:

Fiscal Year	Tax Revenue Collected
FY 2016-17	\$ 355,735 (estimated)
FY 2015-16	\$ 347,447 (year-end projection)
FY 2014-15	\$ 328,967
FY 2013-14	\$ 331,164
FY 2012-13	\$ 355,038
FY 2011-12	\$ 370,970
FY 2010-11	\$ 352,621
FY 2009-10	\$ 327,138
FY 2008-09	\$ 305,402
FY 2007-08	\$ 247,931
FY 2006-07	\$ 194,712
FY 2005-06	\$ 220,452
FY 2004-05	\$ 159,485

Expenditures:

Expenditures have been reduced to maximize the ending cash balance of the General Fund. The MRC has two financial commitments: 1) the annual bond interest and principal payment of \$178,000; and 2) \$75,000 contribution towards the City's Police Station/City Hall. The proposed FY 2016-17 budget has been prepared to additionally support the following services and efforts:

Materials and Services:

- \$45,000 for Contract Services which funds City staff for administrative service to the MRC.
- \$2,000 for maintenance of the two MRC properties and to assist with cleaning streets and sidewalks of dust, debris, and weeds.
- \$2,500 for Bank Service Fees to draw funds from the MRC's Line of Credit which would be used to provide financial assistance for new development in the District.
- \$18,000 for Professional Services to hire a Local Commercial Development Recruitment Specialist and National Commercial Development Recruitment Specialist.

Special Payments:

- \$105,000 for financial assistance for new development in the District
- \$10,000 for the Sidewalk Repair Grant Program
- \$75,000 to the City of Madras for the Police Station/City Hall.
- \$10,000 Blight Removal

Debt Service:

Phase 1 long term bond financing: The FY 2016-17 budget includes \$179,950 for the 2012 Series-B Bond Principal, Interest, and Trust Fee payment and the interest payment on the Line of Credit. This is the fifth year of twenty annual payments for a 20-year bond that issued by the City of Madras on behalf of the MRC (i.e. dejour debt).

MRC REINVESTMENT FUND

The Reinvestment Fund exists to serve as a revolving loan fund capitalized by, but not limited to, proceeds from MRC property sales and loan payments. Expenditures from this fund should be related to loans to property owners within the District to ensure the fund is capitalized and is able to assist with blight removal within the District. However, the MRC has the authority to authorize other expenditures through the annual budget approval process or through formal action at a MRC meeting.

Revenues from investments within the District such as land sale proceeds and loan payments. The revenue in this Fund has been historically allocated (expenses) for loans to businesses for improvements within the District and grants to businesses, but only on a limited basis for extenuating circumstances. The Reinvestment Fund also funds the flower pots downtown.

Fund Balance:

The FY 2016-17 Reinvestment Fund beginning fund balance is anticipated to be \$235,984, which is up by \$40,353 from FY 2015-16. This is due to the additional revenues from the Sheldon Arnett, World of Treasures, and Ralph's TV & Furniture Facade Improvement Loan being repaid in full before the end of their loan term.

Revenue:

As a result of the Sheldon Arnett, World of Treasures, and Ralph's TV & Furniture Facade Improvement Loan being repaid in full in FY 2015-16, Reinvestment Fund revenues collected from Loan Repayments will be less in FY 2016-17 than in FY 2015-16. Based on the payment schedules of the current loans the MRC has issued, the Reinvestment fund will collect \$13,899 in Loan Repayment revenue in FY 2016-17.

There are three (3) potential revenue sources for the Reinvestment Fund: Interest on Investments, Land Sales, and Loan Repayment. It is projected that the Reinvestment Fund will receive \$2,096 from Interest on Investments. There is no budgeted revenue from Land Sales in FY 2016-17. There is \$13,899 budgeted for Loan Repayments from businesses participating in the MRC's Façade Improvement Program. The total estimated revenue for the Reinvestment Fund in FY 2016-17 is \$251,979.

Expenditures:

There are two (2) primary expenditures in the Reinvestment Fund: Downtown Flowers and Loan Distributions. Expenditures have been minimized in FY 2016-17. An Ending Balance of \$145,969 is planned.

Materials & Services:

The Reinvestment Fund will pay for placement of flowers in the flower pots along US Highway 97. While this annual expense is not related to a loan, the MRC prioritizes this expense to improve the appearance of the District during the summer season highly. The cost for the flowers are funded by the Reinvestment Fund to ensure the greatest amount of General Fund resources are used to remove blight within the District through Professional Services, Capital Outlay, and Special Payments. In FY 2016-17 there is \$11,000 budgeted for Materials and Services in the Reinvestment Fund, to place flowers in the downtown area and along Highway 97 between Buff and L Streets.

Special Payments:

In FY 2016-17 there is \$25,000 budgeted for special payments to property owners and or businesses for a Façade Improvement or Derelict Building (Blight) Removal. There is not a specific project to fund at this time although the FY 2016-17 Reinvestment Fund budget has been prepared to enable the MRC to respond to a need for a Façade Improvement or Blight Removal.

Contingency:

In FY 2016-17 the Reinvestment Fund has planned \$70,000 in Contingency. At the time the FY 2016-17 Reinvestment Fund budget to provide financial assistance to an unforeseen opportunity. Use of Contingency will require the MRC to formally approve a Supplemental Budget amendment.

The Urban Renewal Agency of the City of Madras
2016-17 Budget Worksheet

MRC - General Fund

Historical		Adopted	Projection 2015-16		Line Item	Description	2016-17 Budget		
2013-14	2014-15	2015-2016	Actual: July-Dec 2015-2016	Total 2015-2016			Proposed	Approved	Adopted
701-701									
Beginning Fund Balance									
542,349	461,496	359,976	475,255	475,255	301-0101	Beginning Fund Balance	393,154	-	-
542,349	461,496	359,976	475,255	475,255		Total Beginning Fund Balance	393,154	-	-
Property Taxes									
311,272	317,468	332,000	311,245	337,000	310-1101	Current Property Taxes	347,110	-	-
19,892	11,499	7,700	7,641	10,447	310-1201	Prior Property Taxes	8,625	-	-
331,164	328,967	339,700	318,886	347,447		Total Property Taxes	355,735	-	-
Shared Revenues									
-	100,000	240,000	-	150,000	340-4114	Line of Credit Proceeds	125,000	-	-
-	-	-	-	-	tbd	Transfer in from MRC Reinvestment Fund	10	-	-
-	100,000	240,000	-	150,000		Total Shared Revenues	125,010	-	-
Charges for Services									
(819)	631	-	-	-	350-5401	Miscellaneous Revenue	-	-	-
(819)	631	-	-	-		Total Charges for Services	-	-	-
Use of Money & Property									
1,945	1,709	500	10	500	380-8101	Interest on Investments	500	-	-
1,945	1,709	500	10	500		Total Use of Money & Property	500	-	-
874,638	892,803	940,176	794,151	973,202		Total Revenues	874,399	-	-
Materials & Services									
4,350	4,210	4,500	4,060	4,210	520-1003	Audit	4,600	-	-
45,000	45,000	45,000	22,500	45,000	520-1221	Contract Services	45,000	-	-
310	310	450	488	488	520-1301	Dues / Membership	500	-	-
4,561	-	-	-	-	520-1302	Downtown Flowers	-	-	-
178	144	800	-	500	520-1511	Repairs and Maintenance	2,000	-	-
1,344	4,544	12,500	5,292	12,500	520-2102	Legal Fees	10,000	-	-
422	-	2,000	1,343	2,000	520-2203	Meetings, Travel & Schools	2,000	-	-
48	1,250	1,050	(1)	500	520-2206	Bank Service Fees	2,500	-	-
606	874	900	550	1,050	520-2401	Office Supplies	1,100	-	-
363	1,716	90,000	58,788	90,000	520-2503	Professional Services	18,000	-	-
57,182	58,048	157,200	93,019	156,248		Total Materials & Services	85,700	-	-
Capital Outlay									
-	-	-	-	-	540-5103	Property Aquisitions	10	-	-
-	-	-	-	-		Total Capital Outlay	10	-	-
Special Payments									
176,510	107,500	150,000	140,000	151,500	545-6110	Grants- Business (TIF and facades)	105,000	-	-
-	-	10,000	-	10,000	545-6120	Grants- Infrastructure (Sidewalks)	10,000	-	-
-	-	-	-	-	545-tbd	Grants- Blight Removal	10,000	-	-
-	75,000	75,000	37,500	75,000	545-6130	Grants- Police Station/City Hall	75,000	-	-
176,510	182,500	235,000	177,500	236,500		Total Special Payments	200,000	-	-
Debt Service									
-	-	-	-	-	570-7311	Line of Credit - Principal	-	-	-
-	-	6,000	842	5,800	570-7312	Line of Credit - Interest	11,250	-	-
100,000	100,000	105,000	-	105,000	570-7418	Series 2012B Bond Principal-City of Madras	105,000	-	-
79,000	77,000	76,500	37,950	76,500	570-7419	Series 2012B Bond Interest-City of Madras	74,500	-	-
-	-	-	-	-	570-7420	Series 2012B Bond Trust Fee	450	-	-
450	-	-	-	-	570-7510	Bond Fees	-	-	-
179,450	177,000	187,500	38,792	187,300		Total Debt Service	191,200	-	-
Reserve for Future Expenditure									
-	-	329,007	329,007	329,007	580-6001	Redevelopment Properties - (Non-Spendable until Sold)	329,007	-	-
-	-	329,007	329,007	329,007		Total Reserve for Future Expenditure	329,007	-	-
Contingency									
-	-	3,000	-	-	590-1010	Contingency	10,000	-	-
-	-	3,000	-	-		Total Contingency	10,000	-	-
Ending Balance									
461,496	475,255	28,469	155,833	64,147	595-1010	Ending Balance	58,482	-	-
461,496	475,255	28,469	155,833	64,147		Total Ending Balance	58,482	-	-
874,638	892,803	940,176	794,151	973,202		Total Expenditures	874,399	-	-
874,638	892,803	940,176	794,151	973,202		Total MRC - General Revenues	874,399	-	-
874,638	892,803	940,176	794,151	973,202		Total MRC - General Expenses	874,399	-	-

**City of Madras
Amortization Schedule
2016-2017**

Madras Redevelopment Commission

**Full Faith and Credit
LOCAP - Series 2012B
Bank of New York Mellon**

Loan Amount	2,585,000
Issue Date	5/15/2012
Maturity Date	6/1/2032
Term	20 years
Interest Rate	1.1 to 3.5%

Year	Payment	Interest <small>306-060-570-7419</small>	Principal <small>306-060-570-7418</small>	Balance	Trustee Fee <small>306-060-520-2206</small>
Balance July 1, 2016				2,185,000	
2016-2017	178,800	73,800	105,000	2,080,000	450
2017-2018	181,700	71,700	110,000	1,970,000	450
2018-2019	178,950	68,950	110,000	1,860,000	450
2019-2020	180,100	65,100	115,000	1,745,000	450
2020-2021	181,075	61,075	120,000	1,625,000	450
2021-2022	181,875	56,875	125,000	1,500,000	450
2022-2023	182,500	52,500	130,000	1,370,000	450
2023-2024	182,950	47,950	135,000	1,235,000	450
2024-2025	178,225	43,225	135,000	1,100,000	450
2025-2026	178,500	38,500	140,000	960,000	450
2026-2027	178,600	33,600	145,000	815,000	450
2027-2028	178,525	28,525	150,000	665,000	450
2028-2029	178,275	23,275	155,000	510,000	450
2029-2030	182,850	17,850	165,000	345,000	450
2030-2031	182,075	12,075	170,000	175,000	450
2031-2032	181,125	6,125	175,000	0	450
Total	2,886,125	701,125	2,185,000		7,200

Payments Due Dates:

December - Interest Only
June - Principal & Interest

Budget line item	Description	2016-17 Budget
306-060-570-7419	Interest	74,500
306-060-570-7418	Principal	105,000
306-060-520-2206	Trust Fee	450
Total		179,950

*Debt Payments are mirrored with MRC budget from 701-701-570-7419/7418.
MRC transfers to the City prior to the City making each debt service payment*

The Urban Renewal Agency of the City of Madras
2016-17 Budget Worksheet

MRC - Reinvestment Fund

Historical		Adopted 2015-2016	Projection 2015-16		Line Item	Description	2016-17 Budget		
2013-14	2014-15		Actual: July- 2015-2016	Total 2015-2016			Proposed	Approved	Adopted
702-702									
Beginning Fund Balance									
98,805	137,955	195,631	203,989	195,631	301-0101	Beginning Fund Balance	235,984		
98,805	137,955	195,631	203,989	195,631		Total Beginning Fund Balance	235,984	-	-
Charges for Services									
-	40	-	-	-	370-6202	Late Payment Fee			
-	40	-	-	-		Total Charges for Services	-	-	-
Use of Money & Property									
11,821	6,635	4,000	2,808	3,967	380-8101	Interest on Investments	2,096		
27,329	65,582	31,000	39,373	89,386	380-8507	Loan Repayment	13,899		
39,150	72,217	35,000	42,181	93,353		Total Use of Money & Property	15,995	-	-
137,955	210,211	230,631	246,170	288,984		Total Revenues	251,979	-	-
Materials & Services									
-	211	1,000	-	-	520-2206	Bank Service Fees	-		
-	6,012	7,000	3,103	18,000	520-1302	Downtown Flowers	11,000		
-	6,222	8,000	3,103	18,000		Total Materials & Services	11,000	-	-
Interfund Transfers									
-	-	-	-	-	550-1015	MRC - General Fund	10		
-	-	-	-	-		Total Interfund Transfers	10	-	-
Special Payments									
-	-	35,000	20,000	35,000	545-6200	Loan Distributions	25,000		
-	-	35,000	20,000	35,000		Total Special Payments	25,000	-	-
Contingency									
-	-	25,000	-	-	590-1010	Contingency	70,000		
-	-	25,000	-	-		Total Contingency	70,000	-	-
Ending Balance									
137,955	203,989	162,631	223,067	235,984	595-1010	Ending Balance	145,969		
137,955	203,989	162,631	223,067	235,984		Total Ending Balance	145,969	-	-
137,955	210,211	230,631	246,170	288,984		Total Expenditures	251,979	-	-
137,955	210,211	230,631	246,170	288,984		Total Reinvestment Revenues	251,979	-	-
137,955	210,211	230,631	246,170	288,984		Total Reinvestment Expenses	251,979	-	-

RESOLUTION NO. MRC 2015-03

A RESOLUTION ADOPTING THE BUDGET, MAKING APPROPRIATIONS, AND PROVIDING FOR THE DECLARATION OF TAX INCREMENT FOR FISCAL YEAR 2016-2017 IN ACCORDANCE WITH ORS 294.456.

ADOPTING THE BUDGET

BE IT RESOLVED that the Board of Commissioners of the City of Madras Urban Renewal District hereby adopts the budget for fiscal year 2016-2017 in the total of \$1,126,378 now on file at the Madras City Hall.

MAKING APPROPRIATIONS

BE IT RESOLVED that the amounts for the fiscal year beginning July 1, 2016 and for the purposes shown below are hereby appropriated:

MRC – General Fund

Materials & Services	\$85,700
Debt Service	\$191,200
Capital Outlay	\$10
Special Payments	\$200,000
Contingencies	\$10,000
Total General Fund Appropriation	<u>\$486,910</u>

MRC – Reinvestment Fund

Materials and Services	\$11,000
Interfund Transfers	\$10
Special Payments	\$25,000
Contingencies	\$70,000
Total Reinvestment Fund Appropriation	<u>\$106,010</u>

Total Appropriation, All Funds \$592,920

Total Unappropriated and Reserve Amounts,
All Funds \$533,458

Total Budget \$1,126,378

BE IT RESOLVED that the Board of Commissioners of the City of Madras Urban Renewal District hereby resolves to certify to the county assessor a request for the Urban Renewal Plan Area for the maximum amount of revenue that may be raised by dividing the taxes under section 1c, Article IX of the Oregon Constitution and ORS Chapter 457.

This resolution shall become effective on July 1, 2016.

ADOPTED by the Madras Redevelopment Commission of the City of Madras and signed by the Chairman this 1st day of June, 2016.

Ayes: _____
Nays: _____
Abstentions: _____
Absent: _____
Vacancies: _____

Doug Lofting, Chairman

ATTEST:

Nicholas Snead, Community Development Director

After Recording Return to:
AmeriTitle, Inc.
#36610AM
15 Oregon Ave., Ste. C
Bend, OR 97703

APPOINTMENT OF SUCCESSOR TRUSTEE

Pursuant to ORS 86.790(3), the undersigned, who is the present beneficiary hereby appoints AMERITITLE as successor trustee of the following designated Trust Deed, said successor-trustee having all the powers of the original trustee, effective herewith:

Grantor: Shawn Wallace dba World of Treasures
Trustee: Robert S. Lovlien
Beneficiary: Madras Redevelopment Commission
Dated: October 1, 2006
Recorded: November 14, 2006
Instrument No.: 2006-006838
Records of: Jefferson County, State of Oregon

AmeriTitle is hereby directed, on payment to you of any sums owing to you under the terms of said Deed of Trust or pursuant to statute, to cancel evidences or indebtedness secured by said Deed of Trust and to reconvey without warranty, to the party or parties entitled thereto by the terms of said Deed of Trust the estate now held by you under the same.

Dated: 5.13.16

Madras Redevelopment Commission
By: MRC Chair

STATE Oregon County of Jefferson

This instrument was acknowledged before me this 13th day of May, 2016, by
Doug Lofting as MRC Chair of Maras
Redevelopment Commission.



Before me:
Megan A Hansen
Notary Public for City of Maras
My Commission Expires: March 28, 2017

DEED OF FULL RECONVEYANCE

AMERITITLE, having received from the Beneficiary the appointment as Successor Trustee and the request for full reconveyance reciting that the obligation secured by said trust deed has been fully paid and performed, hereby does grant, bargain and convey, but without any covenant or warranty, express or implied, to the person legally entitled thereto, all the estate held by AMERITITLE in and to the property described in the above-referenced Trust Deed, except as may have heretofore been previously conveyed to such persons.

Dated: 5/19-16 AMERITITLE

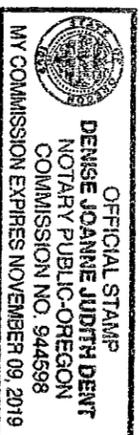
By: TA
Terri Allen, Assistant Secretary

STATE OF OREGON, County of Deschutes

This foregoing instrument was acknowledged before me on 5/19/16, by Terri Allen,
Assistant Secretary of AmeriTitle, Inc., dba AmeriTitle.

Notary Public for Oregon
My commission expires: 11/9/19

Appointment of Successor Trustee by Corporation or LLC
and Reconveyance





\$41.00

11/14/2006 03:40:13 PM

M-DT Cnt=1 Stn=2 KATE
\$15.00 \$11.00 \$10.00 \$5.00

After recording, return to:

Madras Redevelopment Commission
Attn: Brenda Black
71 SE D Street
Madras OR 97741

Until a change is requested, tax statements shall be sent to:

World of Treasures - Shawn Wallace
178 SW Fifth Street
Madras OR 97741

TRUST DEED

THIS TRUST DEED made on October 1, 2006, between Shawn Wallace dba World of Treasures, as "Grantor" and ROBERT S. LOVLIE, as "Trustee", and MADRAS REDEVELOPMENT COMMISSION, as "Beneficiary".

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to Trustee, in trust, with power of sale, the property in Jefferson County, Oregon, described as:

PARCEL I: Lot 5, Block 19, MAP OF PALMAIN, Jefferson County, Oregon.

PARCEL II: Lot 6 and the North 10 feet of Lot 7 in Block 19, in PALMAIN, now Madras, Jefferson County Oregon.

EXCEPTING THEREFROM: Commencing at the Southeast corner of Lot 7, Block 19, MAP OF PALMAIN, Jefferson County, Oregon, as recorded in Plat Book 1, Page 10, Jefferson County Records; thence North along the East line of said Lot 7, 40 feet to the South wall of the building located on the North 10 feet of said Lot 7 and Lot 6 in said Block; thence West along said wall 89.1 feet to the point where said wall turns North, being the True Point of Beginning; thence North along the West wall of building located on said Lot 6 and the North 10 feet of Lot 7, said Block, 6.5 feet; thence West 10.9 feet to the West line of Lot 7; thence South along the West line of said Lot 7, 6.5 feet to a point 40 feet North of the Southwest corner of Lot 7; thence East 10.9 feet to the True Point of Beginning.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of Grantor herein contained and payment of the sum of \$42,165.25 Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to

Beneficiary or order and made by Grantor, the final payment of principal and interest, if not sooner paid, to be due and payable on October 1, 2016.

TO PROTECT THE SECURITY OF THIS TRUST DEED, Grantor agrees:

1. To protect, preserve and maintain the property in good condition and repair; not to remove or demolish any building or improvement thereon; and not to commit or permit any waste of the property.
2. To complete or restore promptly and in good and habitable condition any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefore.
3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property.
4. To keep the property free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against the property.
5. To pay all costs, fees and expenses of this trust, including the costs of a title search, as well as other costs and expenses of the Trustee incurred in connection with or in enforcing this obligation, and Trustee and attorney fees actually incurred.

IT IS MUTUALLY AGREED THAT:

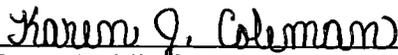
1. Upon default by Grantor in payment of any indebtedness secured hereby, or in Grantor's performance of any agreement hereunder, time being of the essence with respect to such payment and/or performance, the Beneficiary may declare all sums secured hereby immediately due and payable. In such event, the Beneficiary may elect to proceed to foreclose this Trust Deed in equity as a mortgage or direct the Trustee to foreclose this Trust Deed by advertisement and sale, or may direct the Trustee to pursue any other right or remedy, either at law or in equity, which the Beneficiary may have. In the event the Beneficiary elects to foreclose by advertisement and sale, the Beneficiary or the Trustee shall execute and cause to be recorded a written notice of default and election to sell the property to satisfy the obligation secured hereby whereupon the Trustee shall fix the time and place of sale, given notice thereof as then required by law, and proceed to foreclose this Trust Deed in the manner provided in ORS 86.735 to 86.795.
2. Beneficiary may, from time to time, appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder.

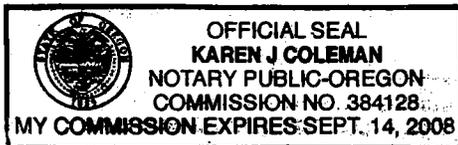
3. Grantor warrants that the proceeds of the loan represented by the above-described note and this Trust Deed are for business and/or commercial purposes.
4. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the Grantor has executed this instrument on the day and year first above written.


Shawn Wallace

STATE OF OREGON, County of Jefferson ss.
Personally appeared the above-named Shawn Wallace and
acknowledged the foregoing instrument to be his voluntary act and deed. Before
me this 14th day of November, 2006


Notary Public for Oregon
My Comm. Expires: 9-14-2008



MADRAS REDEVELOPMENT COMMISSION

71 SE 'D' Street
Madras Oregon 97741
Phone: 541-475-3388
Fax: 541-475-3959

AGREEMENT

THIS AGREEMENT made this 30th day of September, 2004, by and between the Madras Redevelopment Commission, hereinafter referred to as "MRC"; Sean Wallace (World of Treasures), Business Owner, whose business address is 178 SW 5th Street, Madras, Oregon, and whose mailing address is the same; and Fred McCaulou, Property Owner, whose mailing address is P.O. Box 1930, Sisters, Oregon, hereinafter collectively referred to as "Owner".

RECITALS:

- Owner has made application to MRC for a loan for certain improvements to Owner's property.
- The MRC has approved the type of improvement for Owner's property and has agreed to loan Owner certain sums of money for the purposes of making the improvement.

NOW THEREFORE, the parties hereby agree as follows:

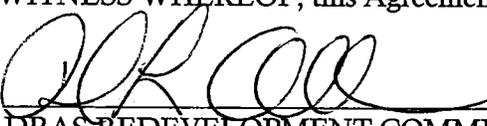
AGREEMENT:

1. Owner hereby acknowledges the sum of \$50,000.00 as a loan, which has the option of using a twenty (20) year amorization, pursuant to the Madras Redevelopment Commission Improvement Program for the following improvements: As listed in the construction and sign bids for the remodel of World of Treasures (attached).

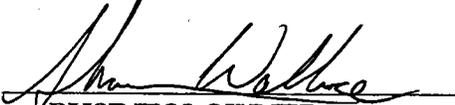
Owner agrees to undertake such improvements in a diligent manner and to complete the improvements within the time-frames as represented to the MRC. Owner further agrees to abide by any and all rules and regulations of the MRC with respect to the improvement program.

2. The Owner agrees to the above mentioned loan, which shall be repaid to the MRC. Once the construction has been completed, the Owner agrees to sign a loan document, which outlines the dollar amount borrowed, interest rate and time-frame for repayment. This loan document shall be provided to the Owner by the MRC (City of Madras Financial Department).

IN WITNESS WHEREOF, this Agreement was executed on the day and year first above written.

By: 
MADRAS REDEVELOPMENT COMMISSION (MRC)

Date: 10/13/04

By: 
BUSINESS OWNER:

Date: 10-13-04

By: _____
PROPERTY OWNER:

Date: _____



MADRAS REDEVELOPMENT COMMISSION

71 SE 'D' Street
Madras Oregon 97741
Phone: 541-475-3388
Fax: 541-475-3959

AGREEMENT

THIS AGREEMENT made this 20th day of May, 2005, by and between the Madras Redevelopment Commission, hereinafter referred to as "MRC"; Sean Wallace (World of Treasures), Business Owner, whose business address is 178 SW 5th Street, Madras, Oregon, and whose mailing address is the same; and Fred McCaulou, Property Owner, whose mailing address is P.O. Box 1930, Sisters, Oregon, hereinafter collectively referred to as "Owner".

RECITALS:

- This Agreement is in addition to the original Agreement signed on September 30, 2004 for the amount of \$50,000.
- Owner has made application to MRC for an additional loan for certain improvements to Owner's property.
- The MRC has approved the type of improvements for Owner's property and has agreed to loan Owner certain sums of money for the purposes of making the improvements.

NOW THEREFORE, the parties hereby agree as follows:

AGREEMENT:

1. Owner hereby acknowledges the sum of \$10,000.00 as a loan, which has the option of using a twenty (20) year amorization, pursuant to the Madras Redevelopment Commission Improvement Program for the following improvements: As listed in the construction and sign bids for the remodel of World of Treasures (attached).

Owner agrees to undertake such improvements in a diligent manner and to complete the improvements within the time-frame as represented to the MRC. Owner further agrees to abide by any and all rules and regulations of the MRC with respect to the improvement program.

2. The Owner agrees to the above mentioned loan, which shall be repaid to the MRC. Once the construction has been completed, the Owner agrees to sign a loan document, which outlines the dollar amount borrowed, interest rate and time-frame for repayment. This loan document shall be provided to the Owner by the MRC (City of Madras Financial Department).

IN WITNESS WHEREOF, this Agreement was executed on the day and year first above written.

By:  Date: _____
MADRAS REDEVELOPMENT COMMISSION (MRC)

By:  Date: _____
BUSINESS OWNER:

By: Fred McCaulan Trustee Date: 7/1/05
PROPERTY OWNER:

Request for Reconveyance and Indemnity

The undersigned is the beneficiary or its successor in interest and is now the legal owner and holder of all indebtedness secured by that certain Deed of Trust executed by Shawn Wallace dba Wold of Treasures as Grantor, to AMERITITLE, as Trustee for Madras Redevelopment Commission as Beneficiary, as Instrument No. 2006-006838 Jefferson County Records. The undersigned, by subscribing this instrument, authorizes AmeriTitle as Trustee under said Deed of Trust to reconvey the subject property to the Grantor in said Deed of Trust without requirement of the return to AmeriTitle, by the Beneficiary of the Original Deed of Trust/Note. The undersigned swears and affirms that all sums secured by said Deed of Trust have been fully paid and satisfied.

This statement is hereby executed by the undersigned to induce AmeriTitle to reconvey the subject property without demanding the Deed of Trust/Note inasmuch as said original Deed of Trust/Note has been Lost/Misplaced/Destroyed or for some other valid reason will not be provided. The undersigned holds AmeriTitle harmless for any and all loss that may result to AmeriTitle as a result of the execution of said reconveyance of the Deed of Trust described above.

You are hereby directed, on payment to you of any sums owing to you under the terms of said Deed of Trust or pursuant to statute, to cancel evidences or indebtedness secured by said Deed of Trust and to reconvey without warranty, to the party or parties entitled thereto by the terms of said Deed of Trust the estate now held by you under the same.

Date: 5.13.16

Madras Redevelopment Commission, Beneficiary

By: MRC Chair

Doug Lofting

State of Oregon)
County of Jefferson) ss

This instrument was acknowledged before me this 13th day of, May, 2016, by Doug Lofting as MRC Chair of Madras Redevelopment Commission.

Megan A. Hansen
Notary Public for City of Madras

My commission expires: March 28, 2017



File No. 36610AM



Madras Redevelopment Commission

125 SW "E" Street, Madras, Oregon, 97741

Phone: 541-475-2344 Fax: 541-475-7061

June 1, 2016

Janet Brown
Jefferson County Manager
Economic Development for Central Oregon
Address
City, State, Zip

Dear Janet,

The Madras Redevelopment Commission appreciates the opportunity express its support for the Jefferson County Enterprise Zone and the need to renew the Enterprise Zone. The Madras Redevelopment Commission is charged with the management of the City's Urban Renewal District which has made many significant investments to attract a hotel, pharmacy, several restaurants, bank, movie theater, bowling alley, and other improvements in the City's commercial core. In recent years, the Jefferson County Enterprise Zone has attracted several businesses to the Madras Airport whose employees, clients, suppliers and the like frequent many of the businesses in the commercial core.

The Madras Redevelopment Commission has also adopted a new Urban Renewal Action Plan in February of 2016 which will attracts visitors and new residents who appreciate the community's commitment to quality of life and create a recognizable, vibrant destination with public and private investment in small-scale shops, a mix of restaurants, and cultural amenities that reflect the area's diversity.

In summary, the Madras Redevelopment Commission supports the renewal of the Jefferson County Enterprise Zone and looks forward to supporting its support of the Enterprise Zone to accomplish mutual benefits to the community.

Sincerely,

Doug Lofting
Chair
Madras Redevelopment Commission

CITY OF MADRAS
Request for Madras Redevelopment Commission Action

Date Submitted: May 25, 2016
Agenda Date Requested: June 1, 2016
To: Madras Redevelopment Commission
From: Nicholas Snead, Community Development Director
Subject: Approval of Professional Services Agreement for The Retail Coach.

TYPE OF ACTION REQUESTED: (Check One)

- | | |
|---|------------------------------------|
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Ordinance |
| <input checked="" type="checkbox"/> Formal Action/Motion | <input type="checkbox"/> Other |
| <input type="checkbox"/> No Action - Report Only | |

OVERVIEW:

The Madras Redevelopment Commission (MRC) has directed staff to enter into the necessary contract with The Retail Coach to assist the MRC in recruiting national retailers, restaurants, and the like to the Madras Urban Renewal District. Previously staff has solicited quotes from three companies and determined that The Retail Coach was the most qualified firm, would provide the desired by the MRC, at the lowest cost. City staff has presented the proposed Professional Services Agreement to The Retail Coach who has confirmed that they find the Agreement to be acceptable. Per the proposed Agreement, The Retail Coach will not commence services until July 1, 2016. Staff recommends that the MRC take formal action to approve the proposed Professional Services Agreement for The Retail Coach.

SUMMARY:

- A. **Fiscal Impact:** \$12,500.00.
- B. **Funding Source:**
MRC General Fund (FY 2016-17)
701-701-520-2503
- D. **Supporting Documentation:**
Professional Services Agreement

STAFF RECOMMENDATION:

That the MRC approves the proposed Professional Services Agreement for The Retail Coach.

PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services (the "Agreement") is made by and between the **MADRAS REDEVELOPMENT COMMISSION**, hereinafter referred to as the ("MRC") and **THE RETAIL COACH, LLC**, a Mississippi limited liability company ("Professional") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

RECITALS:

WHEREAS, MRC desires to engage the services of the Professional as an independent contractor, and not as an employee, to provide the services described in Exhibit "A" (the "Scope of Services") to assist MRC in creating a Retail Economic Development Plan (the "Project"); and

WHEREAS, MRC has the need for the type of professional services, knowledge, skills, and experience possessed by Professional; and

WHEREAS, the Professional desires to render professional services for MRC on the terms and conditions set forth in this Agreement.

NOW THEREFORE, in exchange for the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I
TERM

1.1 This Agreement shall commence on the last date of execution hereof (the "Effective Date") and continue until completion of the services, unless sooner terminated as provided herein.

1.2 Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. In the event of such termination, the Professional shall deliver to MRC all finished and unfinished documents, data, studies, surveys, drawings, maps, reports, photographs or other items prepared by the Professional in connection with this Agreement. Professional shall be entitled to compensation for any services completed to the reasonable satisfaction of the MRC in accordance with this Agreement prior to such termination.

ARTICLE II
SCOPE OF SERVICE

2.1 The Professional shall perform the services in connection with the Project as set forth in the Scope of Services.

2.2 The Parties acknowledge and agree that any and all opinions provided by the Professional in connection with the Scope of Services represent the professional judgment of the Professional, in accordance with the professional standard of care applicable by law to the services performed hereunder.

ARTICLE III
SCHEDULE OF WORK

3.1 The Professional agrees to complete the required services in accordance with the Scope of Services outlined in attached Exhibit "A".

3.2 Professional shall coordinate work through the Community Development Director. Professional, MRC or MRC's designee hereby agree to consult in a reasonable manner to ensure effective and efficient provision of said services. Professional will perform no work under this Agreement until a written "Notice to Proceed" has been received from Community Development Director working on behalf of the MRC.

ARTICLE IV
COMPENSATION AND METHOD OF PAYMENT

4.1 Professional will be compensated in accordance with the payment schedule and amounts set forth in the Scope of Services, not to exceed a total amount of twelve thousand five hundred dollars (\$12,500).

4.2 MRC will not withhold any taxes from any payments made to Professional, and Professional will be solely responsible for paying all taxes arising out of or resulting from Professional's performance of the services.

ARTICLE V
DEVOTION OF TIME; PERSONNEL; AND EQUIPMENT

5.1 The Professional shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should MRC require additional services not included under this Agreement, the Professional shall make reasonable effort to provide such

additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement, and shall be compensated for such additional services as agreed to, in writing, between the Parties.

5.2 The Professional shall furnish the facilities, equipment and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

ARTICLE VI
MISCELLANEOUS

6.1 Entire Agreement. This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter of this agreement, contains all of the terms and conditions of the parties' agreement, and supersedes any other oral or written negotiations, discussions, representations, or warranties except as set forth expressly in this Agreement.

6.2 Assignment. The Professional may not assign this Agreement without the prior written consent of MRC. In the event of an assignment by the Professional to which the MRC has consented, the assignee shall agree in writing with MRC to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

6.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

6.4 Governing Law. The laws of the State of Oregon shall govern this Agreement.

6.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

6.6 Waiver. No provision of this agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing by MRC and Professional. No waiver of either party at any time, or lack of compliance with, any conditions or provisions of this agreement will be deemed a waiver of other provisions or conditions hereof.

6.7 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.8 Independent Contractor. It is understood and agreed by and between the Parties that the Professional, in satisfying the conditions of this Agreement, is acting independently,

and that MRC assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of MRC. Professional shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

6.9 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, certified mail (with return receipt requested), overnight courier or by confirmed telefax or facsimile, followed with delivery of a hard copy, to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for MRC:

Attn: Nicholas S. Snead
Community Development Director
City of Madras
125 SW "E" Street
Madras, OR, 97741

If intended for Professional:

Attn: C. Kelly Cofer
The Retail Coach, LLC
PO Box 7272
Tupelo, MS 38802

6.10 Insurance.

- (a) Professional shall during the term hereof maintain in full force and effect the following insurance:
- (i) a comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Professional's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage;
 - (ii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Professional's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and

- (iii) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$1,000,000.00 per claim and \$1,000,000.00 in the aggregate.
- (b) All policies of insurance shall be endorsed and contain the following provisions:
 - (i) name MRC, its officers, agents, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability;
 - (ii) provide for at least thirty (30) days prior written notice to the MRC for cancellation of the insurance;
 - (iii) provide for a waiver of subrogation against the MRC for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. The Professional shall provide written notice to the MRC of any material change of or to the insurance required herein.
 - (iv) Professional's insurance will be primary and any insurance carried by MRC will be excess and noncontributing. In the event Professional fails to maintain insurance as required under this Agreement, MRC will have the option, but not the obligation, to obtain such coverage with costs to be reimbursed by Professional upon MRC's demand.
 - (c) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of services.
 - (d) These minimum insurance limits may be provided by use of an excess or umbrella policy.

6.11 Indemnification. MRC shall not be liable for any loss, damage, or injury of any kind or character to any person or property arising from the services of the professional pursuant to this agreement. Professional hereby waives all claims against MRC, its officers, agents and employees (collectively referred to in this section as "MRC") for damage to any property or injury to, or death of, any person arising at any time and from any cause other than the negligence or willful misconduct of MRC or breach of MRC's obligations hereunder. professional agrees to indemnify and save harmless MRC from and against any and all liabilities, damages, claims, suits, costs (including court costs, attorneys' fees and costs of investigation) and actions of any kind by reason of injury to or death of any person or damage to or loss of property to the extent caused by the professional's negligent performance of services under this agreement or by reason of any negligent act or omission on the part of professional, its officers, directors, servants, employees, representatives, consultants, licensees, successors or permitted assigns (except when such liability, claims, suits, costs, injuries, deaths or damages arise from or are attributed to negligence of the MRC, in whole or in part, in which case professional shall indemnify MRC only to the extent or proportion of negligence attributed to professional as determined by a court or other forum of competent jurisdiction). The professional's obligations under this section shall not be limited to the limits of

coverage of insurance maintained or required to be maintained by professional under this agreement. This provision shall survive the termination of this agreement.

6.12 Compliance with Applicable Laws. Professional will comply with all applicable federal, state, and local laws, regulations, and ordinances. Professional will obtain and maintain any and all licenses, permits, registrations, and other governmental authorizations required to conduct Professional's business and perform the services, including but not limited to the public contracting provisions set forth on attached Exhibit "B".

6.13 Remedies. If a party fails to perform any of its obligations under this agreement, the non-defaulting party may, in addition to any other remedy provided to the non-defaulting party under this agreement, pursue any and all remedies available to the non-defaulting party at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.

6.14 Arbitration. Any dispute or claim that arises out of or that relates to this Agreement, or to the interpretation or breach thereof, or to the existence, scope, or validity of this Agreement or the arbitration agreement, shall be resolved by arbitration before a single arbitrator in Madras, Oregon, in accordance with the then-current rules of the Arbitration Service of Portland, Inc., and judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. A party may seek from a court an order to compel arbitration, or any other interim relief or provisional remedies pending an arbitrator's resolution of any controversy or claim. Any such action or proceeding – or any action or proceeding to confirm, vacate, modify, or correct the award of the arbitrator –will be litigated in courts located in Jefferson County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Jefferson County, Oregon.

6.15 Attorney Fees. In the event litigation or arbitration is instituted to enforce or determine the parties rights or duties arising out of the terms of this agreement, the prevailing party will recover from the losing party reasonable attorney fees incurred in such proceeding to the extent permitted by the judge or arbitrator, in arbitration, at trial, on appeal, or in any bankruptcy proceedings.

6.16 Non-Discrimination. Professional agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, or age, suffer discrimination in the performance of this Agreement when employed by Professional. Professional agrees to comply with Title VI of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973, and with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Additionally, each party shall comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

6.17 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

6.18 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

EXECUTED this _____ day of _____, 2016.

Madras Redevelopment Commission

By: _____

Name: _____

Title: _____

EXECUTED this _____ day of _____, 2016.

The Retail Coach, LLC

By: _____

Name: C. Kelly Cofer _____

Title: President/CEO _____

EXHIBIT "A"
Scope of Services



Retail Recruitment Strategy

Madras, Oregon

March 2016

Prepared by Kelly Cofer, CCIM, Aaron Farmer

RETAIL ECONOMIC DEVELOPMENT PLAN

METHODOLOGY

Determining Retail Trade Areas

- A primary Retail Trade Area is the geographic area from which retailers derive approximately 80--85% of their business.

Retail Trade Area Mapping

- Delineate boundary map of the Retail Trade Area using area analysis, community analysis, and retail transaction data.

Demographic Profile

The Retail Coach will create comprehensive 2010 Census, 2015, 2016, 2020 and 2021 demographic profiles for the Retail Trade Area and Madras. The profile includes the following characteristics:

- Population and Population Growth
- Population Trends
- Average Annual Population Growth
- Ethnicity
- Income
- Age
- Households and Household Growth
- Educational Attainment
-

A community must be able to provide the information and data sets sought by retailers during the site selection process instantaneously. The data sets must be accurate, current, and readily available.

Identify Retail Gaps

The Retail Coach will perform a Retail Gap Analysis that estimates potential retail sales (demand) for the Retail Trade Area and compare these figures to estimated sales figures

(supply) to calculate approximate retail dollars “coming in” or “flowing out” of Madras. The Retail Gap Analysis will:

- Identify retail sales surpluses and leakages for different retail categories.
- Distinguish the retail categories that have the highest prospect for success and quantify their retail potential.

- Develop and provide summary tables and graphs of each retail category illustrating potential sales versus estimated actual

A community is able to quantify its retail opportunity through the Retail Gap Analysis. It provides a summary of the primary spending gaps – or opportunities – segmented by retail category. A Retail Gap Analysis computes the retail potential of the Retail Trade Area, and then compares it to the estimated actual sales of the community. The difference is either a leakage, consumers are traveling outside the community for certain retail goods and services, or a surplus, consumers are traveling from outside the community for certain retail goods and services.

Recruitment of Retailers

Retail recruitment requires a long-term commitment. Our Retail:360SM system involves a multi-step process that begins during the project and continues throughout our 12-month engagement period.

Step 1: Identification of Retail Prospects

The Retail Coach will identify 15 regional and national retailers whose essential location factors fit our findings from the area analysis, community analysis, Retail Trade Area demographic and Retail Gap Analysis.

It is important to understand that a community must target the retailers that are a good fit for their community, which means that the Retail Trade Area population, disposable incomes, ethnicities, ages, and educational level of the population should meet the retailer’s ideal specifications.

Step 2: Marketing

The most critical step in reaching out to targeted retailers is providing site-specific information to corporate real estate directors and site selectors because it is essential in making initial decisions about locating in the community.

The Retail Coach creates a custom, inclusive Retailer Feasibility Package to address retailers’ essential location criteria. The feasibility package includes:

- Location Map
- Retail Trade Area Map

- Existing Retailer Aerial Map
- Retailer Location Map
- Retail Trade Area Demographic Profile Summary
- Retail Gap Analysis Summary Table
- Retail Trade Area Demographic Profile
- Community/County Demographic Profile
- Area Traffic Generators
- Appropriate Logo and Contact Information

Step 3: Recruitment

- Introductory emails are sent to each targeted retailer.
- Personal telephone calls are placed to measure the interest level.
- Personal emails and Retailer Feasibility Packages are sent to each targeted retailer.
- A Retailer Status Report is provided quarterly with each retailer’s complete contact information and comments resulting from recruitment activities.
- A Retailer Status Report is provided with retailer responses resulting from our continued recruitment activities.

PROJECT TIMELINE & PRICING

The project period is for 12 months, commencing on the receipt of the fully executed agreement.

Project Fees

The total fee for completion of this work is **\$12,500** payable in two installments:

- a. **\$6,250** upon execution of the agreement;
- b. **\$6,250** upon completion of first round of retailer contacting.

Project fees are payable within thirty (30) days after receipt of the invoice.

Should Madras request a special assignment or additional work not specifically referenced in the contract, we will prepare a written authorization to be signed by Madras in advance of commencing any additional work.

Madras Responsibilities:

Madras will designate a project liaison who will serve as The Retail Coach’s primary contact during the project.

Madras will provide information relevant to the project such as prior retail studies, current traffic count data, surveys, maps, aerials, infrastructure plans and any other plans that may influence the development of the retail strategy.

Madras will provide city or organization logo and contact information as it should appear on all produced reports and materials to The Retail Coach upon execution of the agreement.

Deliverables

The Retail Coach will provide the following deliverables electronically:

COMMUNITY ANALYSIS

Retail Trade Area Maps with Demographic Profiles

(Historical/Current/Projected) Madras Demographic Profile

(Historical/Current/Projected)

Retail Gap Analysis, including a summary table showing surpluses and/or leakages

RETAIL RECRUITMENT PLAN

Target list of retailers and restaurants along with contact

information Retailer---Specific Feasibility Studies

Retailer Status Report based on retailer and restaurant contacts

EXHIBIT "B"

PUBLIC CONTRACTING PROVISIONS

Consultant will comply and perform the Services in accordance with the Regulations (as defined below). Without otherwise limiting the generality of the immediately preceding sentence, Consultant will comply with each and every obligation applicable to Consultant and/or the Contract under ORS 279B.220, 279B.225, 279B.230, and 279B.235, which statutes are incorporated herein by reference. For purposes of this Section 3, the term "Regulation(s)" means any and all applicable federal, state, and local laws, regulations, restrictions, orders, codes, rules, and ordinances related to or concerning, whether directly or indirectly, Consultant, the Contract, and/or the Services, including, without limitation, any and all applicable City ordinances, resolutions, policies, regulations, orders, restrictions, and guidelines, all as now in force and/or which may hereafter be amended, modified, enacted, or promulgated.

ORDINANCE NO. 886

AN ORDINANCE AMENDING, RESTATING, SUPERSEDING, AND REPLACING MADRAS ORDINANCE NO. 808 IN ITS ENTIRETY, WHICH ORDINANCE CONCERNS PUBLIC CONTRACTING RULES AND PROCEDURES; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Madras ("City") is a municipality in the State of Oregon which is subject to Oregon's public contracting laws; and

WHEREAS, the Madras City Council (the "Council") serves as City's local contract review board ("LCRB"); and

WHEREAS, pursuant to ORS 279A.065(6), City may adopt its own rules of procedure for public contracting that (a) specifically state that the model rules adopted by the Attorney General do not apply to the contracting agency, and (b) prescribe the rules of procedure that the contracting agency will use for public contracts, which may include portions of the model rules adopted by the Attorney General; and

WHEREAS, the Oregon Public Contracting Code (the "Code") allows City to establish class special procurements and exemptions to provide for the award of one or more contracts for one or more projects within certain classes without following the competitive sealed bidding, competitive sealed proposals, or small or intermediate procurements that would otherwise be required under the circumstances; and

WHEREAS, by the passage of this Ordinance No. 886 (this "Ordinance"), City will establish local rules and procedures governing public contracts, and adopt class special procurements and exemptions, subject to the terms and conditions contained in this Ordinance.

NOW, THEREFORE, THE CITY OF MADRAS ORDAINS AS FOLLOWS:

1. Findings. The above-stated findings are hereby adopted.
2. Short Title. This Ordinance will be known as the "City of Madras Public Contracting Ordinance."
3. Adoption. The Council hereby adopts the Oregon Attorney General's Model Public Contracting Rules (the "Model Rules"), Oregon Administrative Rules Chapter 137, Divisions 46, 47, 48, and 49, except for those provisions modified or replaced by the Public Contracting Rules and Procedures attached hereto as Exhibit A (the "Public Contracting Rules"), as the public contracting rules for City, as such Model Rules or Public Contracting Rules presently exist or as they may be amended in the future. If any conflict between the Model Rules and the Public Contracting Rules should arise, the Public Contracting Rules will control. If any conflict between the Public Contracting Rules and the Code should arise, the Code will control. The Model Rules, Public Contracting Rules, and any amendments to the Model Rules or Public Contracting Rules, will collectively be referred to as the City of Madras Public Contracting Rules (the "Rules").
4. Class Special Procurements and Exemptions. The Council hereby adopts the Class Special Procurements and Exemptions contained in the attached Exhibit B as well as the applicable Findings in Support of Adopting Class Special Procurements and Exemptions found in the attached Exhibit C.

5. Amendment and Replacement; Review. This Ordinance amends, restates, supersedes, and replaces City Ordinance No. 808 in its entirety, and supersedes any and all ordinances, resolutions, and/or policies in conflict with this Ordinance, including, without limitation, the Purchase Order Policy Procedures approved by the Council on April 14, 2009. The Council may amend the Public Contracting Rules at any time in the same manner as that required for the Council to adopt an ordinance. City will regularly review the Rules to ensure that the Rules are consistent with applicable law.

6. Interpretation; Severability; Corrections. All pronouns contained in this Ordinance and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. Any reference to a particular law, statute, rule, regulation, code, or ordinance includes the law, statute, rule, regulation, code, or ordinance as now in force and hereafter amended. The provisions of this Ordinance are hereby declared to be severable. If any section, subsection, sentence, clause, and/or portion of this Ordinance is for any reason held invalid, unenforceable, and/or unconstitutional, such invalid, unenforceable, and/or unconstitutional section, subsection, sentence, clause, and/or portion will (a) yield to a construction permitting enforcement to the maximum extent permitted by applicable law, and (b) not affect the validity, enforceability, and/or constitutionality of the remaining portion of this Ordinance. This Ordinance may be corrected at any time by order of the Council to cure editorial and/or clerical errors.

7. Emergency Declaration. The Council finds that passage of this Ordinance is necessary for the immediate preservation of the peace, health, and safety of City's citizens. Therefore, an emergency is hereby declared to exist. This emergency Ordinance will be in full force and effect upon its passage and adoption by the Council and signing by the mayor.

ADOPTED by the City Council of the City of Madras and signed by the mayor this ____ day of _____, 2016.

Ayes: _____
Nays: _____
Abstentions: _____
Absent: _____
Vacancies: _____

Royce Embanks, Mayor

ATTEST:

Karen J. Coleman, City Recorder

Exhibit A
Public Contracting Rules and Procedures

A. Delegation.

(1) Except as otherwise provided by the Rules, the powers and duties given to the LCRB by the Code or the Model Rules must be exercised and performed by the Council.

(2) Except as otherwise limited by the Council or the Rules, all powers and duties given or assigned to local contracting agencies by the Rules may be exercised or performed by the city administrator, including the authority to enter into emergency contracts pursuant to ORS 279B.080 and 279C.320.

(3) All public contracts or amendments to public contracts with an estimated cost of \$25,000 or more must be approved by the Council. All public contracts or amendments to public contracts with an estimated cost of less than \$25,000 may be entered into by the city administrator without Council approval. The city administrator may, by written designation, allow other City staff members to enter into public contracts or amendments to public contracts with an estimated cost of \$10,000 or less without Council approval. However, emergency contracts may be entered into by either the Council or the city administrator pursuant to Paragraph F of these Rules, regardless of dollar limits, but subject to ORS 294.481.

(4) For purposes of the Rules, the "city administrator" means the city administrator and/or his or her designee. Reference in the Model Rules to the "Chief Procurement Officer" will refer to the city administrator.

B. Personal Services.

(1) Definitions. "Personal Service(s)" is defined to include those services that require specialized technical, creative, professional, or communication skills or talents, unique and specialized knowledge, or the exercise of discretionary judgment, and for which the quality of the service depends on attributes that are unique to the service provider. Such services include, without limitation, the following: attorneys, accountants, auditors, and other licensed professionals; computer programmers; artists; graphic designers; performers; and consultants. The city administrator may determine whether any additional service not specifically mentioned in this paragraph is a "Personal Service" under this definition. "Personal Services Contract(s)" means a contract for the provision of Personal Services.

(2) Contracts for Personal Services. Except as provided in Paragraph (3), below, Personal Services Contracts may be directly appointed, or awarded from proposals that are solicited informally, either orally or in writing. When proposals are sought, they will be solicited from a sufficient number of qualified prospective proposers to ensure that no fewer than two qualified proposers submit proposals. If fewer than two qualified proposers submit proposals, the efforts made to solicit proposals will be documented in City's files. The selection may be based on criteria, including, without limitation, each proposer's: (a) particular capability to perform the services required; (b) experienced staff available to perform the services required, including each proposer's recent, current, and projected workloads; (c) performance history; (d) approach and philosophy used in providing services; (e) fees or costs; and (f) ability to provide timely performance in the area where the services are to be performed. Price may be considered, but need not be the determining factor. Proposals may also be solicited by using a written request for proposals, at City's discretion.

(3) Contracts for Architectural, Engineering and Surveying Services, and Related Services. Personal Services Contracts for architectural, engineer, photogrammetric mapping, transportation planning, land surveying, or related services, all as defined by ORS 279C.100, will be awarded in accordance with the source selection procedures set forth in ORS 279C and Division 48 of the Model Rules (except as otherwise provided in these Rules). Notwithstanding the foregoing, such Personal Services Contracts may be awarded pursuant to ORS 279C.115 or 279C.120 when applicable. When using the informal selection procedures described in OAR 137-048-0210, the city administrator will submit Request for Proposals to a minimum of three prospective consultants drawn from the following:

- (a) City's list of consultants that is created and maintained under OAR 137-048-0120;
- (b) Another contracting agency's list of consultants that is created and maintained under OAR 137-048-0120; or
- (c) All consultants that the contracting agency reasonably can locate that offer the desired architectural, engineering, photogrammetric mapping, transportation planning or land surveying services or related services, or any combination of the foregoing.

Where the city administrator is unable to locate three prospective consultants from the sources listed above, the city administrator will submit requests for proposals to those prospective consultants identified from the sources listed above and document efforts to locate a minimum of three prospective consultants.

C. Special Procurements and Exemptions.

(1) The Council may exempt from competitive bidding certain contracts or classes of contracts for the procurement of goods and services according to the procedures described in ORS 279B.085. In accordance with OAR 137-047-0285(2), City will give public notice of City's approval of a special procurement for goods and services in the same manner as public notice of competitive sealed bids under ORS 279B.055(4) and OAR 137-047-0300. The public notice will describe the goods or services or class of goods or services to be acquired through the special procurement. City will give affected persons at least seven days from the date of the notice of approval of the special procurement to protest the special procurement.

(2) The Council may exempt certain contracts or classes of contracts for public improvements from competitive bidding according to the procedures described in ORS 279C.335. When exempting a public improvement from competitive bidding, the Council may authorize the contract to be awarded using a request for proposal process for public improvements, according to the processes described in OAR 137-049-0640 through 137-049-0690.

D. Small Procurements.

(1) Public contracts for goods and services \$10,000 or less are not subject to competitive bidding requirements. The city administrator may make a reasonable effort to obtain competitive quotes in order to ensure the best value for City. City may amend a public contract awarded as a small procurement beyond the \$10,000 limit in accordance with OAR

137-047-0800, provided the cumulative amendments do not increase the total contract price to a sum that is greater than \$12,500.

(2) Public contracts for public improvements \$5,000 or less are not subject to competitive bidding requirements. The city administrator may make reasonable efforts to obtain competitive quotes in order to ensure the best value for City. City may amend a public contract for a public improvement awarded as a small procurement beyond the \$5,000 limit, provided the cumulative amendments do not increase the total contract price to a sum that is greater than \$6,250.

E. Intermediate Procurements.

(1) A contract for procurement of goods and services that exceeds \$10,000 but does not exceed \$150,000 may be awarded according to the processes for intermediate procurements described in ORS 279B.070. City may amend a public contract awarded as an intermediate procurement in accordance with OAR 137-047-0800.

(2) A contract for a public improvement that exceeds \$5,000 but does not exceed \$100,000 may be awarded according to the processes for intermediate procurements described in OAR 137-049-0160. City may increase the contract price of a public improvement awarded as an intermediate procurement through change order or amendment pursuant to OAR 137-049-0160.

F. Emergency Contracts.

(1) "Emergency" is defined as circumstances that (a) could not have reasonably been foreseen, (b) create a substantial risk of loss, damage, or interruption of services or a substantial threat to property, public health, welfare or safety, and (c) require prompt execution of a contract to remedy the condition.

(2) The mayor or city administrator has the authority to determine when emergency conditions exist sufficient to warrant an emergency contract. The nature of the emergency and the method used for the selection of the contractor will be documented.

(3) Emergency contracts may be awarded as follows:

(a) Goods and Services. Emergency contracts for procurement of goods, services, and construction services that do not constitute public improvements may be awarded pursuant to ORS 279B.080 and Paragraph A, "Delegation," of these Rules.

(b) Public Improvements. City hereby adopts the procedures of OAR 137-049-0150 for awarding a public improvement contracts under emergency conditions, pursuant to ORS 279B.080. For emergency contracts awarded under this section, City will ensure competition that is reasonable and appropriate under the Emergency circumstances which may include, without limitation, written requests for offers, oral requests for offers, or direct appointment, without competition in cases of extreme necessity.

G. Appeals of Prequalification Decisions and Debarment Decisions.

Review of City's prequalification and debarment decisions will be as set forth in ORS 279B.425. The procedures in ORS 279B.425 will apply to hearings on such decisions.

H. Cooperative Purchases.

Subject to applicable Council approval requirements stated in the Rules, City may purchase goods under the Oregon Cooperative Purchasing Program or from any similar federal or regional program, including 10 USC 381, the Electronic Government Act of 2002 (Public Law 107-347). Purchases under other federal or state laws will be permitted upon a finding by the Council that the law is sufficiently similar in effectuating or promoting transfers of property between contracting agencies.

I. Electronic Advertising.

Pursuant to ORS 279B.055 and 279C.360, electronic advertisement of public contracts in lieu of publication in a newspaper of general circulation in the area where the contract is to be performed is authorized when it is likely to be cost-effective to do so. The city administrator will have the authority to determine when electronic publication is appropriate, and consistent with City's public contracting policies. Notwithstanding the foregoing, publication of public improvement contracts with an estimated cost in excess of \$125,000 will also be made in at least one trade newspaper of general statewide circulation.

J. Brand Names or Products, "or Equal."

(1) City may enter into public contracts for the procurement of Brand Name "or Equal" products, including products to be incorporated into a public improvement, subject to the requirements of this rule.

(a) Specifications. Solicitation specifications for public contracts must not expressly or implicitly require any product of any particular manufacturer or seller except as expressly authorized in subsections (i) and (ii) of this Rule.

(i) "Or Equal" Specification. City may specify a particular brand name, make or product suffixed by "or equal," "or approved equal," "or equivalent," "or approved equivalent," or similar language if there is no other practical method of specification.

(ii) Specifying a Particular Make or Product. City may specify a brand name, make, or product without an "or equal" or equivalent suffix if there is no other practical method of specification, after documenting the procurement file with the following information:

(I) A brief description of the solicitation(s) to be covered including volume of contemplated future purchases;

(II) The brand name, mark, or product to be specified; and

- (III) The reasons for seeking this procurement method, which must include at least one of the following findings in the procurement file:
 - (A) It is unlikely that specification of the brand name, mark or product will encourage favoritism in the award of the public contracts or substantially diminish competition; or
 - (B) Specification of the brand name, mark or product would result in substantial cost savings to City; or
 - (C) Efficient utilization of existing equipment or supplies requires the acquisition of compatible equipment or supplies.

(2) Public Notice. City will make reasonable effort to notify all known suppliers of the specified product and invite such suppliers to submit competitive bids or proposals; or document the procurement file with findings of current market research to support the determination that the product is available from only one seller. This requirement is satisfied by electronically posting a notice as provided in OAR 137-047-0330 for a reasonable period of time or by documenting direct contact with such suppliers in the procurement file.

K. Single Seller and Sole Source.

(1) Sole Source Purchasing. City may purchase a particular product or service available from only one source if City meets the requirements of ORS 279B.075 and OAR 137-047-0275. Prior to purchase and in accordance with ORS 279B.075, City must determine in writing that the product or service is available from only one seller or source. City's single seller/sole source determination (which will be placed in the procurement file) will include: (a) a description of the product or service to be purchased; (b) a brief description of the contract or contracts to be covered including volume of contemplated future purchases; and (c) City's findings in support of a single seller/sole source which may include those items listed in ORS 279B.075(2).

(2) Sole Source, Multiple Purchases. If City intends to make several purchases of the product of a particular manufacturer or seller over an extended period, City must so state in the solicitation file, the solicitation document, if any, and the public notice required pursuant to OAR 137-047-0275(2). Such documentation and public notice constitute sufficient notice as to subsequent purchases. Such purchase may not be made for a period in excess of five years without new findings supporting continuation of the sole source procurement.

Exhibit B
Class Special Procurements and Exemptions

I. CLASS SPECIAL PROCUREMENTS.

City may award a public contract under a Class Special Procurement pursuant to the requirements of ORS 279B.085. Such procurements allow City to enter into one or more contracts over time without following the requirements of competitive sealed bidding, competitive sealed proposals, or small or intermediate procurements.

The Council declares the following as class special procurements. Unless otherwise specified in a particular special procurement rule, such contracts may be awarded in any manner that the city administrator deems appropriate to City's needs, including by direct appointment or otherwise. Except as otherwise provided, the city administrator will make a record of the method of award.

1. Advertising Contracts, Purchase Of.

The city administrator, acting on behalf of city, may purchase media advertising, regardless of dollar value, without competitive bidding.

[Prev. adopt. in Res. No. 12-2006]

2. Advertising Contracts, Sale Of.

The city administrator, acting on behalf of City, may authorize the sale of advertising in City publications and for City activities, regardless of dollar value, without competitive bidding.

[Prev. adopt. in Res. No. 12-2006]

3. Equipment Repair and Overhaul.

The city administrator, acting on behalf of City, may enter into a public contract for equipment repair or overhaul without competitive bidding, subject to the following conditions:

(A) Conditions.

- (i) Service and/or parts required are unknown and the cost cannot be determined without extensive preliminary dismantling or testing; or
- (ii) Service and/or parts required are for sophisticated equipment for which specially trained personnel are required and such personnel are available from only one source; and
- (iii) City purchases within the limits and pursuant to the methods in Paragraph (B) of this Rule.

(B) Process and Criteria. The city administrator will use competitive methods wherever possible to achieve best value and must document in the procurement file the reasons why a competitive process was deemed to be impractical. If the

anticipated purchase is more than \$150,000 competitive quotes must be obtained and retained in the procurement file.

4. Purchase of Used Personal Property.

If the anticipated purchase does not exceed \$150,000, City may directly purchase used personal property and equipment if such property is suitable for City's needs and can be purchased for a lower cost than substantially similar new property. City's research determining that the property can be purchased for a lower cost than substantially similar new property must be documented in the procurement file. For the purpose of this rule, the cost of used property will be based upon the life-cycle cost of the property over the period for which the property will be used by City.

[Prev. adopt. in Res. No. 12-2006]

5. Information Technology Contracts.

The city administrator, acting on behalf of City, will comply with the requirements of this rule for the procurement of information technology contracts. Competitive methods will be used wherever possible to achieve best value. The reasons why a competitive process was deemed to be impractical must be documented in the procurement file.

- (A) If the anticipated purchase is \$10,000 or more but less than \$150,000, competitive quotes will be obtained and retained in the procurement file pursuant to the rules governing intermediate procurements.
- (B) If the anticipated purchase exceeds \$150,000, City will solicit written proposals in accordance with City rules governing requests for proposals.

[Prev. adopt. in Res. No. 12-2006]

6. Telecommunications Systems - Hardware and Software Contracts.

The city administrator, acting on behalf of City, will comply with the requirements of this rule for the procurement of telecommunications systems contracts. Competitive methods will be used wherever possible to achieve best value. The reasons why a competitive process was deemed to be impractical must be documented in the procurement file.

- (A) If the anticipated purchase is \$10,000 or more but less than \$150,000 competitive quotes will be obtained and retained in the procurement file pursuant to the rules governing intermediate procurements.
- (B) If the anticipated purchase exceeds \$150,000, City will solicit written proposals in accordance with City rules governing requests for proposals.

[Prev. adopt. in Res. No. 12-2006]

7. Telecommunications Services.

The city administrator, acting on behalf of City, may enter into a public contract for telecommunications services without competitive bidding, if no competition exists within the area

for the service required. To determine whether competition exists, the city administrator will consider the following factors:

- (A) Determination of alternative providers available within the geographic and service market area.
- (B) The extent to which alternative services offered are comparable or substitutable in technology, service provided and performance.
- (C) The extent to which alternative providers can respond to City's interest in consistency and continuity of services throughout its service area, volume discounts, equitable service for all users, centralized management and limiting City liability.
- (D) City will use competitive methods wherever possible to achieve best value. If competition exists as defined above and the anticipated purchase is \$10,000 or more but less than \$150,000 competitive quotes will be obtained and retained in the procurement file pursuant to the rules governing Intermediate Procurements. If the anticipated purchase exceeds \$150,000, City will solicit written proposals in accordance with City rules governing requests for proposals.

[Prev. adopt. in Res. No. 12-2006]

8. Copyrighted and Library Materials.

City may purchase copyrighted materials where there is only one known supplier available for such goods. This includes, without limitation, new books, periodicals, curriculum materials, reference materials, audio and visual media, and non-mass marketed software from a particular publisher or its designated distributor.

[Prev. adopt. in Res. No. 12-2006]

9. Requirements Contracts.

The city administrator, acting on behalf of City, may establish requirements contracts for the purposes of minimizing paper work, achieving continuity of products, securing a source of supply, reducing inventory, combining City requirements for volume discounts, standardization among City departments and reducing lead time for ordering. Purchases under requirements contracts may be utilized in accordance with the following:

- (A) The requirement contract must have originally been let by competitive procurement procedures unless otherwise allowed by City's rules; and
- (B) City departments may purchase the goods or services from the awarded contractor without first undertaking additional competitive procurement procedures; and
- (C) The term of any City requirements contract, including renewals, will not exceed five years unless otherwise exempted pursuant to ORS 279B.085.

[Prev. adopt. in Res. No. 12-2006]

10. Purchases under Federal Contracts.

When the price of goods and services has been established by a contract of the federal government pursuant to a federal contract award, City may purchase the goods and services in accordance with the federal contract without subsequent competitive bidding. In exercising its authority under this exemption, City will obtain and document permission from the appropriate federal agency to purchase under the federal contract and document the cost savings to be gained for City from the anticipated purchases under the federal contract. City will not contract pursuant to this rule in the absence of a cost savings to City by using this method.

[Prev. adopt. in Res. No. 12-2006]

11. Hazardous Material Removal and Cleanup.

City may directly acquire services to remove or clean up hazardous material or oil from any vendor in an emergency or when ordered to do so by the Oregon Department of Environmental Quality pursuant to its authority under ORS Chapter 466. In doing so, the following conditions apply:

- (A) To the extent reasonable under the circumstances, City will encourage competition by attempting to obtain informal price quotations or proposals from potential suppliers of goods and services; and
- (B) City department responsible for managing or coordinating the clean-up will prepare a written description of the circumstances that require it and/or a copy of the DEQ order for the cleanup to the city administrator, together with a request for contract authorization; and
- (C) City department responsible for managing or coordinating the clean-up will record whether there was time for competition, and, if so, the measures taken to encourage competition, the amount of the price quotations obtained, if any, and the reason for selecting the contractor to whom award is made; and
- (D) The timeline for cleanup does not permit use of intermediate procurement procedures.

[Prev. adopt. in Res. No. 12-2006]

12. Insurance—Employee Benefit and Other.

City may purchase employee benefit insurance and other insurance without competitive bidding, regardless of dollar amount, subject to the terms of any collective bargaining agreement between City and represented employee groups.

[Prev. adopt. in Res. No. 12-2006]

13. Disposal of Abandoned, Seized or Non-owned Property.

Contracts or arrangements for the sale or other disposal of abandoned, seized or other personal property not owned by City at the time City obtains possession are not subject to competitive

procurement procedures. The city administrator may select any method of disposal including, without limitation, donation to a charitable organization.

[Prev. adopt. in Res. No. 12-2006]

14. Disposal of Surplus Property.

- (A) Methods. Surplus property may be disposed of by any commercially reasonable method upon a determination by the city administrator that the method of disposal is in the best interests of City. Factors that may be considered by the city administrator include costs of sale, administrative costs, and public benefits to City. The city administrator will maintain a record of the reason for the disposal method selected, and the manner of disposal, including the name of the person to whom the surplus property was transferred. For the purpose of this rule, "commercially reasonable method" includes, without limitation, transfer or sale to another City department or agency, auction, bid, liquidation sale, fixed-price sale, trade-in, donation, and any other method determined reasonable under the circumstances by the city administrator.
- (B) Disposal of Property with Minimal Value. Surplus property which has a value of less than \$500, or for which the costs of sale are likely to exceed sale proceeds, may be disposed of by any means determined to be cost-effective, including by disposal as waste. Prior to disposing property pursuant to this subsection (B), the City official proposing to dispose the property will obtain a written confirmation from another City official determining that the value of the property is less than \$500. City official making the disposal will make a record of the value of the item and the manner of disposal.
- (C) Restriction on Sale to City Employees. City employees will not be restricted from competing, as members of the public, for the purchase of publicly-sold surplus property, but will not be permitted to offer to purchase property to be sold to the first qualifying bidder until at least three days after the first date on which notice of the sale is first publicly advertised.

15. Temporary Extensions or Renewals.

City may enter into contracts for a single period of one year or less, for the temporary extension or renewal of an expiring and non-renewable, or recently expired, contract, other than a contract for public improvements, without competitive bidding.

[Prev. adopt. in Res. No. 12-2006]

16. Temporary Use of City Property.

City may negotiate and enter into a license, permit or other contract for the temporary use of City-owned property without using a competitive selection process under the following circumstances:

- (A) The contract results from an unsolicited proposal to City based on the unique attributes of the property or the unique needs of the proposer; and

- (B) The proposed use of the property is consistent with City's use of the property and the public interest; and
- (C) City reserves the right to terminate the contract without penalty, in the event that City determines that the contract is no longer consistent with City's present or planned use of the property or the public interest.

[Prev. adopt. in Res. No. 12-2006]

17. Sponsorship Agreements.

Sponsorship agreements, under which City receives or makes a gift, donation, or consideration in exchange for official recognition may be awarded by any method deemed appropriate by City, including without limitation, by direct appointment, private negotiation, from a qualified pool, or using a competitive process.

[Prev. adopt. in Res. No. 12-2006]

18. Concession Agreements.

City may enter into contracts that grant a franchise or concession to a private entity, individual, or other government to promote or sell, for its own business purposes, specified types of goods or services from City property and under which the concessionaire or promoter makes payments to City based, at least in part, on the concessionaire's revenues from sales or the value of such promotion to the sponsor's business, whether on or off City property. A concession agreement does not include an agreement which represents a rental, lease, license, permit or other arrangement for the use of public property. Concession agreements may be awarded by any method deemed appropriate by the city administrator including without limitation, by direct appointment, private negotiation, from a qualified pool, or using a competitive process.

[Prev. adopt. in Res. No. 12-2006]

19. Donated Materials and/or Services.

City may accept donated services and/or materials regardless of dollar amount under the following circumstances:

- (A) The donor has agreed to donate all, or a portion of, the materials and/or services necessary to perform the work; and
- (B) The donator enters into a license or agreement with City whereby the donator agrees to comply with public contract requirements applicable to the particular project and any requirements that City deems necessary or beneficial.

II. EXEMPTIONS FOR PUBLIC IMPROVEMENT CONTRACTS.

City may award a public improvement contract under an exemption to competitive procurement pursuant to the requirements of ORS 279C.335. Such procurements allow City to enter into one or more contracts over time without following the requirements of competitive sealed bidding, competitive sealed proposals, or small or intermediate procurements.

The Council declares the following public improvement contracts to be exempt from competitive bidding. Unless otherwise specified in a particular exemption rule, such contracts may be awarded in any manner that the city administrator deems appropriate to City's needs, including by direct appointment or otherwise. Except as otherwise provided, the city administrator will make a record of the method of award.

1. Use of Existing Contractors.

When a public improvement is in need of minor alteration, repair or maintenance at or near the site of work being performed by a City contractor, City may hire that contractor to perform such work, provided:

- (A) The contractor was hired through a selection process permitted by City's public contracting rules; and
- (B) The city administrator first obtains a price quotation for the additional work from the contractor that is competitive and reasonable; and
- (C) The total cost of the proposed work will not exceed the Bureau of Labor and Industries' threshold specified in ORS 279C.810(2); and
- (D) The original contract is amended to reflect the new work and is approved by the city administrator before work begins.

[Prev. adopt. in Res. No. 12-2006]

Exhibit C

Findings in Support of Adopting Class Special Procurements and Exemptions

ORS 279B.085 and 279C.335 authorize the LCRB, upon adoption of appropriate findings, to establish special selection, evaluation and award procedures for, or exempt from competition, the award of a specific contract or classes of contracts. Pursuant to that authority, the Council has, after notice and an opportunity to comment at a regular meeting of the Council, adopted Ordinance No. 886, which establishes classes of contracts and the solicitation methods for their award, together with the following specific findings in support thereof, or a determination that no findings are required.

I. SPECIFIC FINDINGS – CLASS SPECIAL PROCUREMENTS.

The Council approves the specific findings for the establishment of special solicitation methods for the classes of public contracts described below and also finds that the establishment of each class of contracts and the methods approved for their award (1) is unlikely to encourage favoritism in the awarding of public contracts or substantially diminish competition for public contracts, and (2) the awarding of public contracts under the exemption will result in substantial cost savings to City, or otherwise substantially promote the public interest in a manner that could not practicably be realized by complying with requirements that are applicable under ORS 279B.055, 279B.060, 279B.065 or 279B.070 or under any rules adopted thereunder.

1. Advertising Contracts, Purchase of.

- (A) Alternate Award Process: city administrator's discretion.
- (B) Cost Savings and Other Benefits: Size of and frequency of average advertisement (including all notices required to be published to City by applicable statute or regulation) does not justify the cost of solicitation. Time period of recognition of need to advertise until date of advertisement is too short to issue solicitation.
- (C) Effect on Competition: The potential market is limited because not all advertisers work in all markets. Choice of advertising medium is somewhat price sensitive, but is primarily driven by location and size of circulation compared to City's target audience.
- (D) Effect on Favoritism: Minimal. Due to the lack of competitors and specialized contracting needs.

2. Advertising Contracts, Sale of.

- (A) Alternate Award Process: The city administrator may authorize the sale of advertising in City publications and for City activities, regardless of dollar value, without competitive bidding.
- (B) Cost Savings and Other Benefits: Avoids an unnecessary solicitation expense.
- (C) Effect on Competition: The sale of advertising is not for the purpose of generating revenue for City, but rather is utilized to offset the cost of publication.

Businesses generally purchase advertising space in the spirit of good will and as a means of supporting community activities.

- (D) Effect on Favoritism: Minimal. Any interested individual or business who wishes to advertise may do by contacting City staff.

3. Equipment Repair and Overhaul.

- (A) Alternate Award Process: Contracts may be awarded in the city administrator's discretion.
- (B) Cost Savings and Other Benefits: The need for equipment repair cannot be planned for and often must be handled on an expedited basis to avoid additional expense and adverse impact on the public's ability to utilize City's services. Experience with a single contractor can help improve reliability over the course of several projects.
- (C) Effect on Competition: Allows contractor be selected based on ability to provide accurate, reliable and fast service.
- (D) Effect on Favoritism: Requirement that city administrator obtain competitive quotes when practical helps ensure that favoritism will not be greater than if statutory request for proposals process were used.

4. Purchase of Used Personal Property.

- (A) Alternate Award Process: Contracts to be awarded in city administrator's discretion.
- (B) Cost Savings and Other Benefits: City is responsible to manage expenditures in the best interests of the public. Cost savings can be achieved through the purchase of used property and equipment in certain instances. City purchases used property and equipment when it meets City's needs and is cost-effective. Considerations include type, quantity and estimated useful life of the used item.
- (C) Effect on Competition: No impact. Allows City to respond to unique opportunities that become available sporadically and without notice. Used equipment and property is usually sold on a first-come, first-served basis. When used equipment or property does become available, City must be able to respond immediately in order to obtain the property or equipment.
- (D) Effect on Favoritism: No impact. City is responding to unique opportunities. When a used item is available, there is often little competition available and sources for used items of the type, quality and quantity required by City are inconsistent.

5. Information Technology Contracts.

- (A) Alternate Award Process: Competitive methods will be used wherever possible to achieve best value. In situations where a competitive process is deemed to be impractical, the reasons must be documented in the procurement file.

- (B) Cost Savings and Other Benefits: Rapid changes in technology and technology pricing make it necessary for City to be able to purchase needed computer equipment quickly. It is frequently possible to take advantage of lower pricing due to the frequent price changes in the market place.
- (C) Effect on Competition: Generally, there is sufficient competition among vendors in the area of information technology and software for City to secure competitive quotes. City is required to make a good-faith effort to secure competitive quotes under this rule.
- (D) Effect on Favoritism: Minimal. City is required to obtain competitive quotes where practical. As price is the primary factor, it is unlikely that this special procurement will encourage favoritism in the awarding of public contracts.

6. Telecommunications Systems – Hardware and Software Contracts.

- (A) Alternate Award Process: Competitive methods will be used whenever possible to achieve best value. The reasons why a competitive process was deemed to be impractical must be documented in the procurement file.
- (B) Cost Savings and Other Benefits: Rapid changes in technology and technology pricing make it necessary for City to be able to purchase needed telecommunications hardware and software quickly. It is important that City be able to take advantage of price competition in the market place.
- (C) Effect on Competition: Since deregulation, there is generally sufficient competition among vendors of telecommunications hardware and software for City to secure competitive quotes. City is required to make a good-faith effort to secure competitive quotes under this rule.
- (D) Effect on Favoritism: Minimal. City is required to obtain competitive quotes where practical. As price is the primary factor, it is unlikely that this special procurement will encourage favoritism in the awarding of public contracts.

7. Telecommunications Services.

- (A) Alternate Award Process: The Chief Procurement Office may enter into a public contract for telecommunications services without competitive bidding, if no competition exists within the area for the service required.
- (B) Cost Savings and Other Benefits: The city administrator will use competitive methods wherever possible to achieve best value. If competition exists, competitive quotes will be obtained.
- (C) Effect on Competition: It is important that City take advantage of price competition in the market plan. There may be circumstances, however, where sufficient competition does not exist in the relative geographic and service market area. In such cases, City will follow this rule in determining whether sufficient competition exists to make a competitive procurement.

- (D) Effect on Favoritism: Since deregulation, there is generally sufficient competition among vendors of telecommunications services for City to secure competitive quotes. Because price is a primary factor, it is unlikely that this special procurement will encourage favoritism in the awarding of public contracts.

8. Copyrighted and Library Materials.

- (A) Alternate Award Process: Contracts may be awarded in the city administrator's discretion.
- (B) Cost Savings and Other Benefits: This special procurement is necessary to allow City to acquire special needs products that are unique and for which a single copyright owner or licensee is the only source of the material. Eliminates unnecessary competitive solicitation when a competitive market does not exist.
- (C) Effect on Competition: By their nature, copyrighted materials are protected for the use of a single owner and are often produced by a single supplier who may be the owner of the copyright or its licensee. Instructional materials are adopted through a statewide process under the authority of the Oregon Department of Education, City generally purchases its instructional materials through Northwest Textbook Depository. This allows City to benefit from the regional purchase and warehousing of these materials and the associated savings. This rule allows City to participate in the largest possible bulk purchasing activity of instructional materials in the region.
- (D) Effect on Favoritism: Not applicable due to the lack of competitors and specialized contracting needs.

9. Requirements Contracts.

- (A) Alternate Award Process: City initially awards requirements contracts as a result of competitive procurement or an applicable exemption. This special procurement allows such a contract to be converted into one that will allow City to secure a constant source of supply for the contracted-for goods.
- (B) Cost Savings and Other Benefits: Allows City to reduce inventory, combine City requirements for volume discounts, standardize goods among City departments and reduce lead time for ordering.
- (C) Effect on Competition: It is unlikely that this exemption will diminish competition for City contracts as City initially enters into such contracts through a competitive process or applicable exemption.
- (D) Effect on Favoritism: Minimal. City initially enters into such contracts through a competitive process or exemption.

10. Purchases under Federal Contracts.

- (A) Alternate Award Process: This special procurement allows the city administrator to make purchases of goods and services when the price has been established

by a contract of the federal government, which contract was awarded through a competitive procurement process.

- (B) Cost Savings and Other Benefits: City may use this special procurement method when it determines that there is a cost savings to be made in avoiding the solicitation process.
- (C) Effect on Competition: The contracts are awarded through competitive processes that meet the standards of the Oregon public contracting code. Oregon companies are not excluded or disadvantaged in participating in bidding on federal contracts.
- (D) Effect on Favoritism: Minimal. The contracts are awarded at the price most advantageous to the federal government. City is required to document the cost savings it will achieve by using the contract. These facts ensure that City purchases the desired goods or services at the best price available, rather than from a preferred contractor.

11. Hazardous Material Removal and Cleanup.

- (A) Alternate Award Process: Contracts may be awarded in the city administrator's discretion.
- (B) Cost Savings and Other Benefits: When City is ordered to remove or clean up hazardous material, it must respond within a very short time period. This time period does not generally allow for City to take the time necessary to solicit written bids or proposals for the work to be performed. Failure to comply within the allotted time period could make City liable for delays in responding to cleanup or removal orders. Such delay might also expose City to potential liability from third parties if the cleanup is not completed quickly.
- (C) Effect on Competition: This special procurement will only be used in an emergency or in situations where a remedial order is in effect and therefore there is no time to employ a competitive procurement method. Routine competitive procurement methods will be used where time permits.
- (D) Effect on Favoritism: Minimal. City will follow competitive procurement procedures unless precluded by time constraints.

12. Insurance – Employee Benefit and Other.

- (A) Alternate Award Process: City may purchase employee benefit insurance and other insurance without competitive bidding, regardless of dollar amount subject to the terms of any collective bargaining agreement.
- (B) Cost Savings and Other Benefits: The nature, type, specific services to be provided and timing of employee benefit insurance are dictated by collective bargaining agreements between City and represented labor groups. City must fulfill its contractual obligations to represented employee groups to provide appropriate employee benefits. City relies on its professional insurance broker or

agent-of-record to solicit competitive proposals from responsible companies to furnish employee benefit coverages and other insurance coverages.

- (C) Effect on Competition: Minimal. City's agent-of-record, solicits proposals from employee benefit insurance providers and other insurance providers under conditions that foster competition among a sufficient number of potential suppliers. City evaluates the proposals submitted to furnish employee benefit insurance for the best value to City given the requirements specified by the employee benefits portions of City's agreements with represented labor groups.
- (D) Effect on Favoritism: No impact. Responds to unique opportunities.

13. Disposal of Abandoned, Seized or Non-owned Property.

- (A) Alternate Award Process: Abandoned, seized or non-owned property may be disposed of in the city administrator's discretion.
- (B) Cost Savings and Other Benefits: Avoids an unnecessary solicitation expense by allowing the city administrator to determine whether the cost of solicitation is justified by the value of the property to be disposed. Allows the city administrator to establish programs for donation to charitable organizations.
- (C) Effect on Competition: No impact. Responds to unique opportunities.
- (D) Effect on Favoritism: No impact. Responds to unique opportunities.

14. Disposal of Surplus Property.

- (A) Alternate Award Process: Surplus property may be disposed of in the City administrator's discretion.
- (B) Cost Savings and Other Benefits: Avoids an unnecessary solicitation expense by allowing the city administrator to determine whether the cost of solicitation is justified by the value of the property to be disposed. Allows the city administrator to establish programs for donation to charitable organizations.
- (C) Effect on Competition: No impact. Responds to unique opportunities.
- (D) Effect on Favoritism: No impact. Responds to unique opportunities.

15. Temporary Extensions or Renewals.

- (A) Alternate Award Process: Renewal: No competitive selection required.
- (B) Cost Savings and Other Benefits: Allows City to prepare for competitive solicitation when existing contracts expire without notice due to administrative error.
- (C) Effect on Competition: Delays competition by not more than one year.
- (D) Effect on Favoritism: No impact. At expiration of temporary extension, standard competitive procedures will apply.

16. Temporary Use of City Property.

- (A) Alternate Award Process: Contracts may be awarded in city administrator's discretion.
- (B) Cost Savings and Other Benefits: Allows City to respond to unsolicited proposals for unique revenue opportunities.
- (C) Effect on Competition: None. No competitive market.
- (D) Effect on Favoritism: No impact. Responds to unique opportunities.

17. Sponsorship Agreements.

- (A) Alternate Award Process: Contracts may be awarded in the city administrator's discretion.
- (B) Cost Savings and Other Benefits: This special procurement allows City to respond to unsolicited proposals for revenue or marketing opportunities that would otherwise be unknown or unavailable.
- (C) Effect on Competition: Mandatory open competition would likely discourage creative proposals from sponsors or City participation. Sponsorship often results from the match between a unique attribute of an event or asset and unique characteristics of the sponsor for which no competitive market exists.
- (D) Effect on Favoritism: Minimal. Responds to unique opportunities.

18. Concession Agreements.

- (A) Alternate Award Process: city administrator to adopt rules for award similar to those used for personal service contracts.
- (B) Cost Savings and Other Benefits: Allows City to take advantage of unique revenue opportunities. Not a contract for the acquisition or disposal of goods or services. Most similar to personal services contracts because the quality of the concession may be more important than price factors. Allows a private entity or individual to promote or sell, for its own business purposes, specified types of goods or services from City property. Concessionaire makes payments to City based, in part, on the Concessionaire's revenues from the concession.
- (C) Effect on Competition: Minimal. Responds to unique opportunities.
- (D) Effect on Favoritism: Minimal. Responds to unique opportunities.

19. Donated Materials and/or Services.

- (A) Alternate Award Process: Subject to the requirements of this special procurement, the city administrator will award such contracts in the city administrator's discretion, including through direct solicitation.

- (B) Cost Savings and Other Benefits: Avoids unnecessary expenditure when services and/or materials are donated to City. Affords City the ability to take advantage of such donated materials and/or services, enables City to use its limited funds in other areas, and frequently results in materials and/or services City would not otherwise be able to afford.
- (C) Effect on Competition: No competitive market exists or equivalent vendors will be identified and allowed to compete.
- (D) Effect on Favoritism: Minimal. Not applicable where services and/or materials are donated.

II. SPECIFIC FINDINGS – EXEMPTIONS FOR PUBLIC IMPROVEMENT CONTRACTS.

The Council approves the specific findings for the exemptions for each class of public improvement established in the provisions described below and also finds that the establishment of each class of contracts and the methods approved for their award (1) is unlikely to encourage favoritism in the awarding of public improvements contracts or substantially diminish competition for public improvement contracts, and (2) the awarding of public improvement contracts under each exemption will result in substantial cost savings to City.

1. Use of Existing Contractors.

- (A) Alternate Award Process: From time to time, City needs to perform repair or maintenance functions at or near a site where a contractor, already hired by City through a competitive selection process, is performing other work. The city administrator may obtain an informal price quotation from the contractor already at or near the site to perform the additional work. If the city administrator determines that the informal price quotation is competitive for work of that type, then the contractor may be awarded this additional work without the need for competitive bidding provided that the value of the additional work, as estimated by the contractor, does not exceed \$25,000.
- (B) Cost Savings and Other Benefits: City will achieve cost savings because the cost of the additional work will be lower than if the work was competitively bid because the contractor is already mobilized at or near the site of the work and will not need to recover the cost of mobilization as a new contractor would.
- (C) Effect on Competition: It is unlikely that this special procurement will substantially diminish competition in the award of City contracts, as the contractor was originally selected through a competitive bidding process.
- (D) Effect on Favoritism: Not applicable where the contractor has already been selected through an appropriate contracting method. The occurrence of such additional work is haphazard and often was not foreseen and City is not required to provide the contractor with the work if the estimated price is not competitive.