



MADRAS REDEVELOPMENT COMMISSION

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

Agenda

City Hall
Council Chambers

September 2, 2015
5:30 P.M.

1. Call to Order
2. Consent Agenda
 - A. Adoption of Agenda
 - B. Adoption of the August 5, 2015 MRC Meeting Minutes

3. Visitors Comments:

4. Approval of MRC Vouchers

Voucher list was not ready at the time the agenda was prepared. The voucher list will be presented at the September 2, 2015 MRC meeting for the Commission to review and approve.

Nicholas Snead, Community Development Director

5. Ratification of Professional Services Contract with Economic Consultants Oregon, Ltd (d/b/a EcoNorthwest) to update the 2005 Urban Revitalization Action Plan

Nicholas Snead, Community Development Director

6. Additional Discussion

7. 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
Official Meeting Minutes
August 5, 2015

I. Call to Order

The Madras Redevelopment Commission meeting was called to order by Vice Chair, Tom Brown at 5:36 p.m. on Wednesday August 5, 2015 in the Madras City Council Chambers.

Members in Attendance:

Commissioner Tom Brown
Commissioner Royce Embanks
Commissioner Doeshia Jacobs
Commissioner Blanca Reynoso
Commissioner Chuck Schmidt

Members Absent Were:

Doug Lofting

There are three membership vacancies.

Staff Members in Attendance:

Nicholas Snead, Community Development Director
Jeff Hurd, Public Works Director
Brandie McNamee, Finance Director
Gus Burril, City Administrator
Michele Quinn, Community Development Administrative Assistant

II. Consent Agenda

A. Adoption of Agenda

B. Approval of Minutes

1. June 6, 2015 MRC Meeting Minutes

C. Approval of Vouchers

- A. Approval of the May 2015 Vouchers

A MOTION WAS MADE BY ROYCE EMBANKS TO APPROVE THE CONSENT AGENDA. THE MOTION WAS SECONDED BY COMMISSIONER CHUCK SCHMIDT AND PASSED UNANIMOUSLY.

III. Visitor Comments

There were no visitor comments.

IV. MRC Candidate Interview, Don Reeder

Community Development Director Nicholas Snead Mr. Don Reeder has submitted a letter of interest for serving on the Madras Redevelopment Commission. In accordance with the Commissions By-Laws and past practices the MRC conducts an informal interview, then takes formal action to make a recommendation to the City Council who will formally appoint should there recommendation be that. I encourage you to interview him and ask questions this evening and as you see fit take formal action to make a recommendation to the City Council.

Commissioner Tom Brown does he need to state his name and address for the record?

Community Development Director Nicholas Snead Yes.

Don Reeder Don Reeder, 1868 SE Dussault Road, Madras, 97741

Commissioner Tom Brown so tell us about yourself.

Don Reeder I was born in Pendleton and went to school in Pendleton went to Oregon State University and then to Willamette Law School. I came here in November of 1981 I have practiced in the same location downtown at 205 SE 5th Street. I have been involved with the community and downtown for all those years. So I am interested in a vitalized downtown I think that is very important for a community.

Commissioner Tom Brown have you gone through the MRC action plan?

Don Reeder I have looked at the packet.

Commissioner Tom Brown what are your thoughts there?

Don Reeder I think what you have done with the hotel and the movie theater and other projects, I think have been very good. I think that is what this type of entity should be geared towards is helping the community thrive. I think those two projects are helpful to the community.

Commissioner Doeshia Jacobs you mentioned that you have served on other committees. You told me you have served on the COCC Committee and what other ones here in Madras.

Don Reeder Central Oregon Community College I was on the board for 16 years. I have represented various public entities for many years. I was the Loins/Kiwanis Basketball I was Chair, Jefferson County Scholarship foundation, Jefferson County Community Development, Lions Club.

Commissioner Doeshia Jacobs well you have been on a lot of Committees what brought you to want to be on the MRC?

Don Reeder thank you Doeshia for 33 years I have been downtown, we use to have the old downtowners and that was Ralph Cassidy, John Hatfield, Ray Olsen, and Don Saterlee. My hope is that downtown becomes vibrant again in some manner. I think that this group could help in that way. In the day during fair week the downtowners would all dress up in cowboy stuff. I think it is nice now but there was a lot of cohesiveness downtown that is what I want to see again.

Commissioner Doeshia Jacobs I am glad because the downtown definitely needs help, and I think that having business people involvement to get people going would be nice.

Don Reeder I don't disagree.

Commissioner Chuck Schmidt just so everyone knows I have coffee with Mr. Reeder every day. I have been aging him on a little bit; his business in the downtown corridor makes a perfect match. To have another business owner that is actively involved in the community and to be on this Commission could help us out.

Commissioner Royce Embanks is there any concern for conflict of interest because you represent people within the city. For some reason may not accept the MRC doing something and may want to challenge it. Or is that a possibility at all?

Don Reeder well obviously if it was I would have to recuse myself from making that decision. I think there is common interest; there shouldn't be any conflict we are pulling on the same rope as far as the goals. I can't think of one entity that would not want Madras to thrive, and if there was a conflict I would recuse myself from a decision.

Commissioner Tom Brown you have a history of really not liking the City.

Don Reeder Tom it's not that I don't like the City I have lived in the City and if I didn't like the City I wouldn't be here. Matter of fact that is disingenuous because I have been here for 33 years I think if you have been here for 33 years there are some things you don't like, and there are some things you do like. I don't like some things with the County it is kind of fluid, and I know Tom in the past you have complained as a business owner. We have talked many years ago maybe that is why you are on the City Council, because you wanted to change things. You have had your ups and downs with the City just like all of us.

Commissioner Tom Brown so could you put that aside and handle business.

Don Reeder number one its business we are talking business. Number two put it aside? Of course I can. I wouldn't be here today if I couldn't put things aside, and Tom you and I know each other. Royce we can talk and carry on it is nothing personal you know that. What we are talking about is policy making this town better; we are not talking about personalities for goodness sake. That is disingenuous you know that you and I have been here a long time. I think we have disagreed in the past, but with Tommy Tucker we worked hard on that together.

Commissioner Tom Brown so do you have the time to spend for meetings.

Don Reeder I wouldn't be here if I didn't. I have cut back on some other boards so I feel I have time.

Commissioner Blanca Reynoso I just want to welcome if you are on the board.

Don Reeder you and I have the same thing going on downtown. We want to make it so people stop, on Saturday's when you go downtown how many people are walking down the street?

Commissioner Blanca Reynoso there is quite a bit of people on Saturdays.

Don Reeder well maybe I have been down there on Saturdays and there has been very few.

Commissioner Blanca Reynoso I see quite a lot of people that is my main day for my shop.

Don Reeder they come into yours, but in the day they would walk down the street go into Hatfield's, walk down the street go into Saterlee's. I mean actually people walking instead of just coming into the business and leaving. People would actually go to various businesses and enjoy downtown. It was wonderful and it still is wonderful but less wonderful.

Commissioner Blanca Reynoso we need to get more stuff going on downtown.

Don Reeder we need to get back to making the downtown revitalized, I am not here just to have fun. I am really concerned about downtown hopefully we will have fun.

Commissioner Royce Embanks there is actually a group that was trying to revive sort of a businessmen's organization. I don't know what happened with that I haven't heard anything about any other subsequent meetings.

Don Reeder Gary and I got in a wee bit of trouble, as you know Gary was hurt in the auto accident and I had a little bit of an issue. We are hoping to get that going when Gary feels a little better and gets back on his feet.

Commissioner Royce Embanks because I think ultimately in order for that downtown to be revitalized we have to the buy in from all of the businesses down there or at least a majority of them.

Don Reeder you don't have to tell me that Royce, and you have the little business downtown too. It would be nice have some sort of business that stops people, we have so many people coming through town. It is pitiful that we don't stop some of them except at service stations, and fast food. We just need to stop people to make this thing go, we have 7,000-10,000 cars coming through town. Then maybe we can revitalize the community, and when I say revitalize, we have the amenities we have the swimming pool, theater, performing arts, but we need the core.

Commissioner Royce Embanks I was at the Mayor's Conference this last weekend and several people saw my name tag. They said oh Madras I've driven through there. That was really most of the comments that I heard nobody said anything about the air museum or anything else that we have. Just that I drive through there or I stopped and got a burger. Royce talked about the attractions that were downtown Cottage Grove.

Don Reeder you are not off track and that is exactly what I am thinking.

Commissioner Doeshia Jacobs I agree with you I was walking downtown and this is nothing to reflect on Jeff so don't take this personally. The downtown core is disgusting in front of Hatfield's it is dirty there is garbage I have taken pictures it shows that no one is taking care of the windows. If we want people to stop downtown it needs to be clean.

Commissioner Tom Brown so we have gotten off track from where we supposed to be. Does anyone have any more questions for Don? Not everyone is here tonight so from the decision making standpoint let's get everybody here so everybody can be in on it.

Don Reeder for what it is worth Doug and I have been talking.

Commissioner Royce Embanks we have a quorum I think we are within our ability to do that aren't we?

Commissioner Tom Brown ok, would someone care to make a motion?

A MOTION WAS MADE BY DOESHIA JACOBS TO RECOMMEND DON REEDER BE APPOINTED TO THE MADRAS REDEVELOPMENT COMMISSION. THE MOTION WAS SECONDED BY COMMISSIONER ROYCE EMBANKS AND PASSED UNANIMOUSLY.

Community Development Director Nicholas Snead Don staff will present to City Council the recommendation from the MRC at their August 25, 2015 meeting. The formal appointment will be made by that City Council at their meeting in August.

V. Selection of Qualified Contractor for URAP Update

Community Development Director Nicholas Snead staff issued a request for qualification on July 16, 2015 for the Urban Revitalization Action Plan Update. Firms where to submit their statement of qualification by July 31, 2015 as advertised. We received to statements of qualifications from EcoNorthwest and the Leland Consulting Group. Staff has reviewed the Statement of Qualifications conducted reference checks and scored the Statement of Qualifications. I will say that the Statement of Qualifications from both firms were very good. In the end EcoNorthwest received a higher score and therefore staff would recommend that the Madras Redevelopment Commission award the project to EcoNorthwest, and then direct staff to prepare the necessary Professional Services Agreement to be ratified by the Commission at your September 2, 2015 meeting. Staff would like to get this going as soon as possible so we can get key information regarding planned projects and strategic planning in December of

2015 or January 2016, so that staff could prepare the MRC Fiscal Year 2016-17 MRC budget. So it is consistent with this updated plan.

The Madras Redevelopment Commission discussed the two different firms and asked about both firms using Walker Macy. Staff offered clarification on the process and the importance of the time frame. The Commission asked staff if they are comfortable working with the recommended firm.

A MOTION WAS MADE BY CHUCK SCHMIDT. TO AWARD THE PROJECT TO ECONORTHWEST AND, AUTHORIZE STAFF TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT WITH ECONORTHWEST WITH THE CITY ATTORNEYS APPROVAL, AND DIRECT STAFF TO BRING IT BACK TO THE COMMISSION ON THE SEPTEMBER MEETING. THE MOTION WAS SECONDED BY COMMISSIONER BLANCA REYNOSO AND THE MOTION PASSED UNANIMOUSLY.

Community Development Director Nicholas Snead staff needs to establish a technical advisory committee for this project. The purpose of the technical advisory committee would be to work with staff and the consultant. This will occur two to three times during the life of the project to provide strategic guidance on various pieces of information, reports, and analysis. Staff would propose that the City Administrator, Community Development Director, no more than 3 Commissioners can be appointed to the advisory committee. Then the last person I would recommend be appointed to it would be Joe Krenowicz the Executive Director to the Chamber who serves as a Planning Commissioner. I have spoken with him about his interest in serving on the committee and he confirmed that he was interested.

City Administrator Gus Burrell since this has to do with our financing and also within the action plan there is a district plan on financing our Finance Director is going to be needed on that technical advisory committee.

The Commission discussed the need for the advisory committee and how the advisory committee will give guidance to the consultant, and how this will help to complete the project in a timely manner.

A MOTION WAS MADE BY ROYCE EMBANKS. TO APPOINT COMMISSIONERS CHUCK SCHMIDT, TOM BROWN, BLANCA REYNOSO, THE CITY ADMINISTRATOR, COMMUNITY DEVELOPMENT DIRECTOR, FINANCE DIRECTOR, AND JOE KRENOWICZS TO THE TECHNICAL ADVISORY COMMITTEE. THE MOTION WAS SECONDED BY COMMISSIONER BLANCA REYNOSO AND THE MOTION PASSED UNANIMOUSLY.

VI. Policy for MRC Participation in Abatement of Derelict Buildings

Community Development Director Nicholas Snead if you recall at the June MRC staff presented the proposed amendments to the City's nuisance and abatement ordinance to address derelict buildings. The MRC forwarded that recommendation with some specific amendments to the City Council for approval. The City Council approved it at their second meeting in June. So that ordinance is in effect. What staff wanted to do this evening is discuss a policy. Should you see if appropriate take formal action on approving the policy. To establish the process by which the MRC would become involved in addressing buildings.

Community Development Director Nicholas Snead explained to the MRC how the City will take action on a derelict building and what staffs responsibilities are for notice. City Council will then hold a public meeting on the violation and make formal action on the derelict building. Nicholas continued to explain the abatement process in which the MRC may make a decision or become involved.

Commissioner Chuck Schmidt what end product do see the MRC doing, financial assist, because the resolutions is strictly for City Council has the authority.

Community Development Director Nicholas Snead to provide funding for some sort of action.

Commissioner Doeshia Jacobs asked if the MRC and the City of Madras would share the cost of the abatement. I don't think it should fall on the MRC to take care of the derelict buildings it should be the whole City of Madras.

Commissioner Royce Embanks it is nice to have a frame work for this, but I don't see this being used much in the downtown core. This is a good tool to have to help with assistance we could use the MRC to help.

City Administrator Gus Burrell explained to the MRC that there are some buildings in the district that would fall into this. You could possibly provide support through the grant/loan program. You have set aside resources for blight removal and derelict buildings. We are trying to create a policy framework. How it will work going down the enforcement side.

The Commission discussed the district boundaries for the MRC

Commissioner Tom Brown the policy is essentially a guideline, when we would come across instances to use it there wouldn't be a blank policy that would cover everything.

Community Development Director Nicholas Snead staff will take the decision to the Commission the Commission will ultimately decide. Staff doesn't have any authority to expend MRC resources on derelict buildings unless you authorize it. This provides the framework for that decision.

The Commission discussed how the MRC would assist in the process. Will this policy burden the MRC in anyway?

Community Development Director Nicholas Snead explained that the responsibility would still be on the property owner.

A MOTION WAS MADE BY BLANCA REYNOSO TO APPROVE THE POLICY FOR MRC PARTICIPATION IN ABATEMENT OF DERLICIT BUILDINGS. THE MOTION WAS SECONDED BY COMMISSIONER ROYCE EMBANKS AND THE MOTION PASSED UNANIMOUSLY.

VII. Report on Downtown Flower Pots and Vehicle and Pedestrian Sight Distance

Public Works Director Jeff Hurd a few months ago we received a complaint from a citizen about the pots obstructing the view of drivers. So we contacted ODOT and met with their traffic engineer and asked how you determine whether the pots are creating a conflict. What they do is follow ASHTO policy. They helped the Public Works Department determine what that policy was and walked us through the measurements. There is a couple different ways to look at it. There is stopping sight distance in relation to the intersection or you look at an intersection sight distance in relation to the intersection. The difference between the two is stopping sight distance is how much space does a car need to stop based on the speed they are going.

Where intersection sight distance is how much space do you give a car to allow another car to proceed out into the intersection without affecting the speed of travel of the other car? So what we decided to look at was stopping sight distance. How far do we need at 25 mph what is the distance a car needs to stop before they get to the intersection, to where they impact another vehicle pulling into the intersection. Based on our design speed of 25 mph which we are in our downtown is 155 feet.

Jeff Hurd explained to the MRC the map included in the packet where our flowerpots are in relation to the sight distance. He explained the two different measurements and how they relate to our downtown. We decided to use the 14 ½ foot measurement from the travel way, and based on that we are not in conflict with vision clearance. The only one we noticed that there was conflict was by the Black Bear entrance. Based on all of this information my recommendation would be to move the pots back or moved to another location. The rest of the intersections I did not feel we were creating a conflict with vision clearance with everything else we have in our downtown corridor.

We also asked ODOT about pedestrian and they could not respond back to someone stepping off the curb. So we decided to pick a point in the cross walk where the furthest point that someone could step off. What would that distance look like from the departure triangle? Jeff explained how we measured for pedestrians and traffic. I don't believe we have any issues based on the ASHTO design for determining sight distance. Other than moving the pots at Black Bear, you can see some of the measurement triangles go through the building.

The Commission discussed moving the pots and where they could move them and what is the height requirements.

Community Development Director Nicholas Snead if we move the pot to the north side would the City be ok?

Public Works Director Jeff Hurd if you move it north you would the City be ok but we would just need to make sure we maintain ADA clearance.

There was further discussion on moving the flower pots.

City Administrator Gus Burril just to clarify where we are at are. Staff is asking MRC to make a recommendation on the finding. Are you using judgement in conjunction with ODOT and our City Engineer? Discussing the situation and all the factors involved other obstructions etc.?

Public Works Director Jeff Hurd I didn't consult with our City Engineer directly I just consulted with ODOT's traffic engineer.

City Administrator Gus Burril this is an ODOT corridor so it is an appropriate coordination to reach a recommendation. The timing on at the intersection at 4th and D Street I did observe before the green light turned the pedestrian walk goes. So the pedestrian is allowed to enter the crosswalk before traffic is released, and I noticed that occurs on 5th and D Street as well. I see that ODOT has tried to time that to where if somebody turns in there they should be well into the cross walk before they start to enter. I think considering all factors you have light poles, sandwich boards signs, parked cars, trucks, and campers. The idea of the pots being there or not isn't going to eliminate other obstructions. In terms of process I understand these are MRC flower pots but to some degree City Council may need to weigh in. I think if a suit ultimately comes down and the City is responsible for managing that walkway and their liability insurances to be tested. You would want to get a recommendation from MRC but I think the City would ultimately be defending the situation.

Public Works Director Jeff Hurd exactly, so that is why it would be MRC would recommend that they would approve the findings and recommend to City Council to formally approve the findings from ODOT and Public Works Director.

Commissioner Blanca Reynoso I would like to ask why the flower pots from Wells Fargo were moved to Charlie's Barbershop.

Community Development Director Nicholas Snead yes, Wells Fargo communicated, to I believe to the Chamber of Commerce, that Wells Fargo was no longer interested in taking care of the flower pots. This winter the first request for flower pots from any business was from the Barber Shop. We moved them there first we do have another business that wanted them but we went on a first come first serve basis.

Commissioner Blanca Reynoso does that create a conflict with what we are looking at right now?

Community Development Director Nicholas Snead I specifically asked Jeff to go out and make sure there were not conflicts.

Commissioner Tom Brown that was merely a report?

Public Works Director Jeff Hurd yes, but I think what we need to come out of this is a recommendation to City Council to approve the findings. Decide that due to the circumstances that we leave the pots where they are at and, that they are not in conflict based on ASHTO policy for sight distance. We should move the pot by Black Bear.

The Commission discussed where we are going to move the pot south or north.

A MOTION WAS MADE BY DOESHIA JACOBS TO ACCEPT THE REPORT FROM THE PUBLIC WORKS DIRECTOR AND TO MOVE THE BLACK BEAR POTS AND RECOMMEND TO CITY COUNCIL FOR APPROVAL. THE MOTION WAS SECONDED BY COMMISSIONER BLANCA REYNOSO AND THE MOTION PASSED UNANIMOUSLY.

IX. Project updates

Lee & Teresa Baggett Façade Improvement Grant & Loan

Community Development Director Nicholas Snead we assisted two property owners in town. Staff executed the loan documents I know the agenda says Lee and Teresa but the actual Loan Agreement, Promissory Note and Trust Deed were signed by Lee and Jerry Baggett last week. That project in terms executing the loan agreement and providing the financing is in process.

Steve Jensen Window Improvement Grant

Community Development Director Nicholas Snead the City Attorney drafted an agreement between the Madras Redevelopment Commission and Steve Jensen for receiving the grant funding's for his window improvements. He has signed that agreement, and he has submitted the invoice and the finance department has paid in full the grant funds for that. Compliments to the Commission you have provided substantial assistance two property owners. In what I would characterize a very quick manner you were very responsive.

X. Additional Discussion

Commissioner Doeshia Jacobs I was downtown yesterday and it looks bad the street looks bad the, the sidewalk looks bad. In front of Charlie's place looks good he is keeping it up. Like I said Jeff this doesn't fall on you I think it falls on Nicholas and Gus. We need to bring in the street sweeper downtown, and cleaning up the downtown core. If we want people to go downtown and participate in those buildings down there and people maybe buying a building it is going to have to start looking good. Have you guys walked the downtown lately?

Community Development Director Nicholas Snead yes I walked it last week.

Commissioner Doeshia Jacobs you need to go downtown and look at it. I mentioned it once before and I am going to mention it again it really needs something. It really needs to be cleaned up the person that owns World of Treasures there is cobwebs in the windows and they are dirty because of the dust.

Commissioner Royce Embanks part of that is that you get wind and garbage gets blown in there. I have gotten it down by my studio I have to go down and pick up by my studio. It's fine to have the street sweeper down there but I think that people that own shops down there pick-up after themselves. Nobody is doing anything with that old Hatfield building and that part of the area seems to get cluttered up. I am not sure what the answer is to that, but on any given day you can find stuff thrown out of cars all over the roads.

Commissioner Doeshia Jacobs I noticed on the other side of the street their businesses are cleaned up. When you go downtown Madras it is brown it is dingy and it is not

appealing. No matter how many nice flower pots and how nice they look if the downtown core looks terrible people are not going to stop.

City Administrator Gus Burrell what is our street sweeping schedule Jeff, and how do we get the main street?

Public Works Director Jeff Hurd we actually sweep every Thursday night, and I know they go downtown I don't know if they go downtown every Thursday night. It could be that it is getting collected in the corners right of the edge of the bulb outs we have a hard time getting the sweeper to make that turn.

Commissioner Doeshia Jacobs if you could just get someone to do it once a week the downtown core. Let them get up early in the morning and get off earlier, but it is down the whole part of World of Treasures. I have mentioned about the downtown core before it needs something besides that brown.

Commissioner Royce Embanks what would you suggest?

Commissioner Doeshia Jacobs if I said paint if red you would all have a heart attack.

Commissioner Royce Embanks you have to realize that these buildings are owned by a lot of out of towners that are not going to invest any money in them.

Commissioner Doeshia Jacobs the thing of it is we are investing money every single person in here is investing when we pay our taxes.

Commissioner Royce Embanks you can't force a business owner to paint their building unless it is a derelict building.

Commissioner Doeshia Jacobs why can't we call them up and say your building is looking really shabby and we would appreciate it if you come and clean it up.

Commissioner Royce Embanks if you can find somebody to contact them.

Commissioner Doeshia Jacobs you should be able to contact them is that building paid off?

Commissioner Royce Embanks are you talking about one building or all of downtown?

Commissioner Doeshia Jacobs I am talking about the one building that is a big eyesore and it takes up the whole block it's Hatfield's building.

Commissioner Doeshia Jacobs I think that whole is a mess except for Opal Day Spa and the Barber shop. You have the building next to the Barber Shop that has an air conditioner hanging off of it, that is about rusted through and ready to fall down. I agree with you on the old Hatfield building it looks terrible, and it has something scrolled on the windows.

Commissioner Doeshia Jacobs so what do we do with that Nicholas?

Community Development Director Nicholas Snead I want to point out some caution here in

two areas. 1. There is an important Supreme Court case Metro Media vs. City of San Diego which establishes the holding that Government is not able to regulate the content of a sign, it is able to regulate the manner in which is displayed. So the color of a sign whether the letters are too big or too small or crooked. Is not within the regulatory authority of the City so with respect to your comment about the existing white lettering on the window. The City does not have the authority to tell that property owner to change or alter that signage. 2. I feel uncomfortable approaching a property owner and informing them that their property would be to use the term you used "shabby" when there is not a violation of City ordinance. From staff perspective appears to be a subjective in arbitrary determination of which there is no basis for that determination. I think that identifies some legal risk. In doing so based on these two factors I think that is partially why you are seeing some of the outcome in the downtown, because the City does have limited authority. We can't because the changes you are referring to; it is not that we don't desire it.

Commissioner Doeshia Jacobs you mean you just can't call him up say hey you know what we are really trying to clean up Madras. It seems to me that everything has to have an ordinance what happen to just telling someone we are trying to get Madras up and running. We want people to enjoy downtown we want to improve it do you mind to come and clean it up.

Community Development Director Nicholas Snead maybe it is more appropriate for you as an appointed official to have the conversation with the property owner to encourage them to reconsider to altering their property in some manner. Staff does not have that authority.

City Administrator Gus Burrell perhaps an outcome could be if you as a board would draft a letter to that property owner. Offer paint grant or store fronts is there something we could help you. Maybe that is an avenue to start the conversation to get to a better place, but as far as staff telling them to clean it up. We need to be tactful and you as a board might speak more heavily than us as a staff member.

Commissioner Doeshia Jacobs I think that would be great if you would write a letter and let them know we do have a paint program that they could check out the color's we have. How can we get a good downtown core that looks half way decent when that property owner is not notified? I like Madras I am investing in Madras you guys have kids your investing in Madras. It makes no difference how nice we have a building if we don't keep it up it looks bad.

Commissioner Tom Brown we are about an hour past where we should be. One of the things we need to take into consideration is when Joe Krenowicz took over at the Chamber there were 13 empty buildings now there is 5. So you are talking like nothing has ever been done, and things are getting better. There has to be the ordinances because they protect the property owner against over active City people. I think if somebody wanted to call those folks, there is a whole bunch of us sitting here pick up the phone and call them. I looked them up on the website they are easy to find.

Commissioner Blanca Reynoso if somebody has a building and they are paying a lot of money to have it sitting there and nobody rents it, they are not going to want to pay more money to have it cleaned up on the outside.

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this "Agreement") is made and entered into effective for all purposes as of August 19, 2015 (the "Effective Date") between the Madras Redevelopment Commission ("MRC"), whose address is 125 SW "E" Street, Madras, Oregon 97741, and Economic Consultants Oregon, Ltd., an Oregon corporation d/b/a EcoNorthwest ("Contractor"), whose address is 222 SW Columbia, Suite 1600, Portland, Oregon 97201.

RECITAL:

Contractor will perform the Services (as defined below) for and on behalf of MRC in accordance with, and subject to, the terms and conditions contained in this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the parties' mutual obligations contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. STRATEGIC PLANNING/PLAN UPDATE SERVICES

1.1 Services. Subject to the terms and conditions contained in this Agreement, Contractor will update the 2005 Urban Revitalization Action Plan established by the City of Madras ("City") and, in connection therewith, will perform the following services for and on behalf of MRC (collectively, the "Services"): (a) those services described on the attached Schedule 1.1; and (b) any other necessary or appropriate services customarily provided by Contractor in connection with its performance of those services described on the attached Schedule 1.1.

1.2 Schedule; Standards. Contractor will properly complete the Services no later than January 25, 2016. Contractor will (a) perform the Services under the general direction of designated MRC staff, (b) consult with and advise MRC on all matters concerning the Services reasonably requested by MRC, (c) devote such time and attention to the performance of the Services as MRC deems necessary or appropriate, and (d) complete the Services expeditiously and in a timely manner.

1.3 Subcontractors. Contractor is not permitted to subcontract and/or assign all or any part of the Services without MRC's prior written consent. MRC's consent to any proposed subcontract and/or assignment of Services is conditioned on (in addition to any other condition that MRC may reasonably impose) the following: (a) Contractor demonstrating to MRC that the subcontractor/assignee is capable of successfully performing the identified Services in accordance with this Agreement; (b) the subcontractor/assignee must have been identified in the Statement of Qualifications dated July 31, 2015 Contractor submitted to MRC on or about July 31, 2015; and (c) the subcontractor/assignee agreeing in writing to comply with and be bound by all the terms and conditions contained in this Agreement (Contractor will deliver to MRC, promptly after execution, an original executed copy of all documentation pertaining to the subcontract or assignment in form reasonably acceptable to MRC). If MRC consents to a subcontract or assignment, the following will apply: (w) the terms and conditions of this Agreement will in no way be deemed to have been waived or modified; (x) consent will not be deemed consent to any further subcontract or assignment by MRC; (y) the subcontract or assignment, whether with or without MRC's consent, will not modify, relieve, and/or eliminate any Contractor liability or obligation under this

Agreement; and (z) MRC will pay Contractor for the performance of the subcontracted/assigned Services subject to and in accordance with the terms and conditions contained in this Agreement.

1.4 Condition Precedent. Notwithstanding anything contained in this Agreement to the contrary, MRC's performance of its obligations under this Agreement is conditioned on Contractor's performance of its obligations under this Agreement, including, without limitation, those Contractor obligations described under Section 5.4.

2. COMPENSATION

2.1 Compensation; Budget. Subject to the terms and conditions contained in this Agreement, MRC will pay Contractor \$80,000.00 for the completion of the Services in accordance with this Agreement. Contractor will submit monthly invoices to MRC each month concerning the Services performed by Contractor during the immediately preceding month (each an "Invoice"). Each Invoice will contain the following information: (a) identification of the total budget for the Services; (b) a summary of the Services performed by Contractor (and by whom) during the applicable Invoice period (including identification of the percentage of Services completed through the date of the Invoice); (c) the number of hours (or fraction thereof) each person spent to perform the Services; (d) the expenses incurred during the applicable Invoice period; and (e) any other information reasonably requested by MRC. MRC will pay the amount due under the Invoice within thirty (30) days after MRC has reviewed and approved the Invoice. No compensation will be paid by MRC for any portion of the Services not performed. MRC's payment will be accepted by Contractor as full compensation for performing the Services to which the Invoice relates. Notwithstanding anything contained in this Agreement to the contrary, total compensation payable by MRC under this Agreement for completion of the Services will not exceed \$80,000.00.

2.2 No Benefits; No Reimbursement. MRC will not provide any benefits to Contractor. Contractor will be responsible for obtaining Contractor's own benefits, including, without limitation, insurance, medical reimbursement, and retirement plans. MRC will not reimburse Contractor for any expenses incurred by Contractor in connection with Contractor's performance of the Services and/or in connection with this Agreement.

3. RELATIONSHIP

3.1 Independent Contractor; Taxes; Licenses. Contractor is an independent contractor of MRC. Contractor is not an employee of MRC. Contractor will be free from direction and control over the means and manner of performing the Services, subject only to the right of MRC to specify the desired results. MRC will not withhold any taxes from any payments made to Contractor, and Contractor will be responsible for paying all taxes arising out of or resulting from Contractor's performance of the Services, including, without limitation, income, social security, workers' compensation, and employment insurance taxes. Contractor will be responsible for obtaining any and all licenses, approvals, and certificates necessary or appropriate to perform the Services.

3.2 No Agency Relationship. This Agreement does not create an agency relationship between MRC and Contractor and does not establish a joint venture or partnership between MRC and Contractor. Contractor does not have the authority to bind MRC or represent to any person that Contractor is an agent of MRC.

4. REPRESENTATIONS; WARRANTIES

In addition to any other Contractor representation or warranty made in this Agreement, Contractor represents and warrants to MRC as follows:

4.1 Authority; Binding Obligation; No Conflicts. Contractor is duly organized, validly existing, and in good standing under applicable Oregon law. Contractor has full power and authority to sign and deliver this Agreement and to perform all of Contractor's obligations under this Agreement. This Agreement is the legal, valid, and binding obligation of Contractor, enforceable against Contractor in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, or other similar laws of general application or by general principles of equity. The signing and delivery of this Agreement by Contractor and the performance by Contractor of all of Contractor's obligations under this Agreement will not (a) breach any agreement to which Contractor is a party, or give any person the right to accelerate any obligation of Contractor, (b) violate any law, judgment, or order to which Contractor is subject, and/or (c) require the consent, authorization, or approval of any person, including, without limitation, any governmental body.

4.2 Licenses; Quality of Services. Prior to Contractor's execution of this Agreement, Contractor obtained any and all licenses, approval, and certificates necessary to perform the Services. Contractor will perform the Services to the best of Contractor's ability, diligently and without delay, in good faith, in a professional manner, consistent with any and all applicable laws, free from any material errors, omissions, or defects, and in accordance with this Agreement. Contractor will make all decisions called for promptly and without unreasonable delay. All materials, documents, and/or products prepared by Contractor will be complete, unambiguous, and in compliance with all applicable federal, state, and local laws, regulations, and ordinances.

5. COVENANTS OF CONTRACTOR

In addition to any other covenant made by Contractor under this Agreement, Contractor covenants to MRC as follows:

5.1 Quality of Services. Contractor will perform the Services to the best of Contractor's ability, diligently and without delay, in good faith, in a professional manner, consistent with any and all applicable laws, free from any material errors, omissions, or defects, and in accordance with this Agreement. Contractor will make all decisions called for promptly and without unreasonable delay. All materials, documents, and/or products prepared by Contractor will be complete, unambiguous, and in compliance with all applicable federal, state, and local laws, regulations, and ordinances.

5.2 Insurance. During the term of this Agreement, Contractor will obtain and maintain, in addition to any other insurance Contractor is required to obtain under this Agreement, (a) commercial general liability insurance for any and all losses or claims arising out of or related to Contractor's performance of this Agreement (including, without limitation, damages as a result of death or bodily injury to any person or destruction or damage to any property) with limits of not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate, (b) comprehensive automobile liability insurance for all owned, non-owned, and hired vehicles that are or may be used by Contractor in connection with Contractor's performance of the Services with limits of not less than \$500,000 per occurrence and in the aggregate, and (c) professional liability insurance with limits of not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate. Each insurance policy required under this Agreement will contain a severability of interest clause

and will otherwise be in form and content satisfactory to MRC. Each liability insurance policy will list MRC and its officers, employees, and agents as additional insureds. Any insurance policy Contractor is required to obtain under this Agreement may not be cancelled without 30 days' prior written notice to MRC. Contractor's insurance will be primary and any insurance carried by MRC will be excess and noncontributing. Within 10 days after Contractor's execution of this Agreement, Contractor will furnish MRC with certificates of insurance (and endorsements) evidencing the insurance coverage (and provisions) Contractor is required to obtain under this Agreement. If Contractor fails to maintain insurance as required under this Agreement, MRC will have the option, but will not have the obligation, to obtain such coverage with costs to be reimbursed by Contractor upon MRC's demand.

5.3 Workers' Compensation Insurance. If required under applicable law, Contractor will obtain and maintain workers' compensation insurance in form and amount sufficient to satisfy the requirements of applicable Oregon law. Workers' compensation insurance will contain a waiver of subrogation in favor of MRC.

5.4 Compliance With Laws. Contractor will comply with any and all applicable federal, state, and local laws, regulations, and ordinances. Without otherwise limiting the generality of the immediately preceding sentence, Contractor will comply with each and every obligation applicable to Contractor and/or this Agreement under ORS 279B.220, 279B.225, 279B.230, and 279B.235, which statutes are incorporated herein by reference. Contractor will obtain and maintain any and all licenses, permits, registrations, and other governmental authorizations required to conduct Contractor's business and perform the Services.

5.5 Indemnification. Contractor will defend, indemnify, and hold MRC and MRC's officers, employees, and agents harmless for, from, and against any and all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses, whether known or unknown, including, without limitation, reasonable attorney fees, resulting from or arising out of, whether directly or indirectly, the following: (a) damage, injury, and/or death to person or property caused by Contractor (and/or Contractor's officers, directors, shareholders, members, managers, employees, agents, contractors, and/or authorized representatives); and/or (b) Contractor's breach and/or failure to perform any Contractor representation, warranty, covenant, and/or obligation contained in this Agreement. Contractor's indemnification obligation provided in this Section 5.5 will survive the termination of this Agreement.

5.6 Assignment – Studies and Reports. Contractor will assign all studies, reports, data, documents, and/or materials of any kind produced under this Agreement to MRC upon the earlier of MRC's request or the termination of this Agreement. All copies of the materials provided to MRC will become the property of MRC who may use them without Contractor's permission for any proper purpose relating to the Services, including, without limitation, additions to or completion of the Services. Contractor will defend all suits or claims for infringement of patent, trademark, and/or copyright for which Contractor is responsible (including, without limitation, any claims which may be brought against MRC), and Contractor will be liable to MRC for all losses arising therefrom, including costs, expenses, and attorney fees.

5.7 Records. Contractor will maintain complete and accurate records concerning all Services performed, the number of hours each person spent to perform the Services, and all documents produced under this Agreement for a period of five years after the termination of this Agreement. Contractor's records will be maintained in accordance with sound accounting practices. Contractor's records concerning the Services, including, without limitation, Contractor's time and billing records, will be made available to MRC for inspection, copying, and/or audit immediately upon MRC's request.

5.8 Confidential Information. During the term of this Agreement, and at all times thereafter, Contractor will maintain all Confidential Information (as defined below) in the strictest confidence and will not directly or indirectly use, communicate, and/or disclose any Confidential Information to any person without MRC's prior written consent, except that Contractor may (a) use Confidential Information to perform the Services to the extent necessary, and (b) communicate or disclose Confidential Information in accordance with a judicial or other governmental order or as required by applicable law, but only if Contractor promptly notifies MRC of the order and complies with any applicable protective or similar order. Contractor will promptly notify MRC of any unauthorized use, communication, and/or disclosure of any Confidential Information and make every possible effort to retrieve any such Confidential Information disclosed by Contractor, and mitigate the disclosure. Upon the earlier of MRC's request or the termination of this Agreement, Contractor will immediately return to MRC any and all documents, instruments, and/or materials containing any Confidential Information accessed or received by Contractor, together with all copies and summaries of such Confidential Information. Notwithstanding anything contained in this Agreement to the contrary, this Agreement does not operate to transfer any ownership or other rights in or to the Confidential Information to Contractor or any other person. For purposes of this Agreement, the term "Confidential Information" means any documentation, information, and/or materials identified by MRC as confidential and/or any documentation, information, and/or materials relating to or concerning MRC's future plans, business affairs, employment, legal, and litigation matters that need to be protected from improper disclosure, in whatever form (e.g., hard and electronic copies, etc.), that is received or assessed by Contractor; provided, however, the term "Confidential Information" does not include MRC's public records which are non-exempt public records under applicable federal, state, and/or local laws.

6. TERMINATION

6.1 Termination by Mutual Agreement or Prior Notice. Subject to the terms and conditions contained in this Agreement, the term of this Agreement commenced on the Effective Date and will terminate (a) at any time by the mutual written agreement of MRC and Contractor, and/or (b) by either party by providing the other party 30 days' prior written notice.

6.2 Immediate Termination for Cause. Notwithstanding anything contained in this Agreement to the contrary, MRC may terminate this Agreement immediately upon notice to Contractor upon the happening of any of the following events: (a) Contractor engages in any form of dishonesty or conduct involving moral turpitude related to Contractor's independent contractor relationship with MRC or that otherwise reflects adversely on the reputation or operations of MRC; (b) Contractor fails to comply with any applicable federal, state, or local law, regulation, or ordinance; (c) problems occur in connection with Contractor's performance of the Services; and/or (d) Contractor breaches and/or otherwise fails to perform any Contractor representation, warranty, covenant, and/or obligation contained in this Agreement. The determination as to whether any of the aforementioned events have occurred will be made by MRC in MRC's sole discretion.

6.3 Consequences of Termination. Upon termination of this Agreement, MRC will not be obligated to reimburse or pay Contractor for any continuing contractual commitments to others or for penalties or damages arising from the cancellation of such contractual commitments. Within a reasonable period of time after termination of this Agreement (but in no event greater than 10 days after termination), Contractor will deliver all materials and documentation, including raw or tabulated data and work in progress, to MRC. Termination of this Agreement by MRC will not constitute a waiver or termination of any rights, claims, and/or causes of action MRC may have against Contractor.

6.4 Remedies. If a party breaches and/or otherwise fails to perform any of its terms, covenants, conditions, and/or 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.

7. MISCELLANEOUS

7.1 Severability; Notices. Each provision contained in this Agreement will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein. Any notice required under this Agreement must be in writing. Any notice will be deemed given when personally delivered or delivered by facsimile transmission (with electronic confirmation of delivery), or will be deemed given three business days following delivery of the notice by U.S. mail, postage prepaid, certified, return receipt requested, by the applicable party to the address of the other party first shown above (or any other address that a party may designate by notice to the other party), unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed delivered on the next following business day.

7.2 Waiver; Entire Agreement. 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 Contractor. No waiver of either party at any time of the breach of, or lack of compliance with, any conditions or provisions of this Agreement will be deemed a waiver of other provisions or conditions hereof. This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and contains all of the terms and conditions of the parties' agreement and supersedes any other oral or written negotiations, discussions, representations, or agreements. Contractor has not relied on any promises, statements, representations, or warranties except as set forth expressly in this Agreement.

7.3 Assignment; Binding Effect. Subject to Section 1.3 and this Section 7.3, Contractor will not subcontract or assign any of Contractor's rights or obligations under this Agreement to any person. Subject to the terms and conditions contained in this Agreement, this Agreement will be binding on the parties and their respective heirs, executors, administrators, successors, and permitted assigns and will inure to their benefit.

7.4 Governing Law; Amendment; Further Assurances. This Agreement will be governed by and construed in accordance with the laws of the State of Oregon, and venue for any action concerning this Agreement will lie in Jefferson County, Oregon. This Agreement may be amended only by a written agreement signed by each party. At any time upon the request of MRC, Contractor will execute all documents or instruments and will perform all lawful acts MRC considers necessary or appropriate to secure its rights hereunder and to carry out the intent of this Agreement.

7.5 Attorney Fees. If any arbitration or litigation is instituted to interpret, enforce, and/or rescind this Agreement, including, without limitation, any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney fees and other fees, costs, and expenses of every kind, including, without limitation, costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.

7.6 Arbitration. If any claim, dispute, or controversy arising out of or related to this Agreement occurs (a "Dispute"), MRC and Contractor will exert their best efforts to seek a fair and prompt negotiated resolution of the Dispute and will meet at least once to discuss and seek a resolution of the Dispute. If the Dispute is not resolved by negotiated resolution, the Dispute will be settled by arbitration before a single arbitrator in Madras, Oregon. If the parties agree on an arbitrator, the arbitration will be held before the arbitrator selected by the parties. If the parties do not agree on an arbitrator, each party will designate an arbitrator and the arbitration will be held before a third arbitrator selected by the designated arbitrators. Each arbitrator will be an attorney knowledgeable in the area of business law. The arbitration will be conducted in accordance with the then-current rules of the Arbitration Service of Portland, Inc. The resolution of any controversy or claim as determined by the arbitrator will be binding on the parties and judgment upon the award rendered may be entered in any court having jurisdiction. 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. The prevailing party in the arbitration will be entitled to recover from the other party all expenses incurred in connection with the arbitration, including reasonable attorney fees.

7.7 Person; Interpretation; Signatures. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. All pronouns contained herein 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. This Agreement may be signed in counterparts. A fax or email transmission of a signature page will be considered an original signature page. At the request of a party, the other party will confirm a fax or email transmitted signature page by delivering an original signature page to the requesting party.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed and effective for all purposes as of the Effective Date.

MRC:
Madras Redevelopment Commission

CONTRACTOR:
Economic Consultants Oregon, Ltd.,
an Oregon corporation

By: Tom Brown, Vice Chair

By: John Tapogna, President

Federal Tax Id. No.: _____

Federal Tax Id. No.: _____

Schedule 1.1
Scope of Work – Madras Revitalization Plan

(attached)

Scope of Work

Madras Revitalization Plan

2014

Project Background

The City of Madras established an Urban Renewal District and adopted an Urban Renewal Plan for the downtown in July 2002 with the goal of meeting the City's economic development objectives through rehabilitation of older and historic structures, redevelopment of key sites, improving transportation and utility facilities in the renewal area, assisting with the construction of needed public facilities, and creating public amenities. To assist in the implementation of the Urban Renewal Plan, the City developed an initial Urban Revitalization Action Plan (Action Plan) in 2005.

Since that time, over \$3.4 million has been spent of the District's \$14 million Maximum Indebtedness on projects, including but not limited to, property acquisition and remediation, building façade improvements, infrastructure improvements, parks and open space improvements, and financial assistance for a new hotel and movie theater. Beginning in 2010 circumstances has changed within the District as a result of the larger economic recession. In particular, the District's tax collection rate has been reduced by 20% and property values have significantly declined. Fiscal Year 2015-2016 will be the first year that property values will increase in the District since 2010 which in turn will be the first year the District has projected additional tax increment revenues. For these reasons it is the desire of the Urban Renewal District to update the 2005 Action Plan.

The Madras Redevelopment Commission (Agency) wishes to contract with a consultant or consultant team to lead the Agency in a strategic planning process to update the 2005 Action Plan. The updated Action Plan will be grounded in new financial and market analysis as well as public engagement to guide the Agency's activities and investments for the next ten years. The process will result in the creation of a comprehensive ten-year Action Plan that will:

- Describe and evaluate the Agency's current urban renewal plan, projects, financial commitments, bonding capacity, bond covenants, and schedules.
- Identify projects from the 2005 plan that are yet to be completed, and identify additional projects recommended to revitalize downtown, with a focus tax revenue generation.
- Identify strategic directions, partnerships, and tools that will assist in assessing future opportunities for retail in downtown Madras.
- Establish guiding principles for future investments. Include tax increment generation as a key criterion for investment.

Relevant documents can be found online at:

- City of Madras Urban Renewal Plan (2002)
http://ci.madras.or.us/files/1714/2257/7898/Urban_Renewal_Plan_and_Report_reduced.pdf
- City of Madras Urban Revitalization Action Plan (2005)
http://ci.madras.or.us/files/7414/3645/4860/Madras_Urban_Revitalization_Action_Plan_WalkerMacy_2006.pdf

Proposed Scope of Work

Task 1 – Project Management

The Consultant's work will begin with a kick-off meeting with Agency staff to review the scope, schedule, roles and responsibilities, communications protocols and expectations – particularly around how to manage potential changes in the project goals, desired outcomes, or scope of work.

Task 1.1 Define Project Management and Public Engagement Protocols

Prepare a Project Management and Public Engagement Plan that includes the following:

- Project Timeframe – A project schedule including milestones, public meetings, and product review timeline.
- Communications expectations and protocols among the project team (staff and consultants)– Identification of project leads, roles and responsibilities, and description of communication and review processes.
- Change Management Process – Description of the process that will be used to address potential changes that have an impact on the project scope.
- Data needs - Consultant will identify any additional data needed to inform the project.
- Approach to public engagement – The Agency and Consultant team will partner in implementing the public engagement plan, but the consultant will take the lead in developing the approach to public engagement. The Project Management and Public Engagement Plan will define when and how various stakeholder groups and the general public will be engaged in discussions, and which team members will play roles in organizing and facilitating those meetings.

Task 1.2 Project Meetings

- Project Kick-off Meeting – Consultant will lead a kick-off meeting with the Agency work team to review project scope, schedule, public involvement, communication protocols, meetings, deliverables, and to review expectations, roles and responsibilities.
- Mid-point Team Meeting. Occurring after the initial set of interest group meetings, this meeting allows the Consultant and Agency work team to discuss strategic issues and make any necessary refinements to the approach and timeline for the rest of the project.
- Project Management Team Meetings –This team will be composed of the Consultant project manager and the Agency project manager. Meetings will be held in person or by phone/internet conference on a biweekly basis, or more often, if needed.

Consultant deliverables:

- Project Management and Public Engagement Plan

Meetings:

- Project Kick-off Meeting and Mid-point Team Meeting in person
- PMT meetings in person or by phone or internet
- Attendance at Advisory Committee meetings

Task 2 – Technical Plan Inputs: Assessment and Analysis

This task sets the stage for project identification by gathering baseline information and evaluating the Agency's existing conditions.

Task 2.1 Progress Report and Baseline Conditions: 2005 Action Plan

The Consultant will compile, review, and summarize relevant information from the Urban Renewal Plan, the Action Plan, and financial reports to establish baseline conditions. The goal will be to identify what has been successful, what needs still exist, and what projects in the current Plan should be included in the updated Plan. This assessment will include interviews with key stakeholders (staff, board members, taxing jurisdictions), and site tours accompanied by staff. The Public Engagement Plan may also identify additional outreach opportunities that may support findings in the Progress Report. This document should answer the following questions:

- Which projects have been completed? (Provide a matrix showing proposed projects and status and compile a success audit of progress to date.) (City will furnish background materials)
- Of those projects remaining to be completed, which are still important projects to be included in the future?
- Do the existing projects identified in the Action Plan meet the guiding principles, including the tax increment generation capacity of the projects proposed to be completed in the future? If not, are there new or different projects that could be important to the District?
- What are the key short-term and long-term financial commitments of the Agency?
- What is the ability of the Agency to meet the maximum indebtedness of the Plan?

The guiding principles of the Urban Renewal Plan include, but are not limited to:

- *Increasing property values within the District to advance additional investment in the District.*
- *Reducing building vacancy within the District*
- *Redevelopment of underutilized properties*
- *Developing vacant properties*
- *Encourage desired and or needed retail and commercial businesses within the District*

Task 2.2 Retail Needs Analysis

New retail / commercial development is the backbone of downtown Madras. As such, the updated Madras Revitalization Plan will focus on how to incent private development or leverage public funding to support current businesses and (as needed) add to the existing stock of commercial / retail space downtown. The retail needs analysis will include:

- Inventory of existing businesses (citywide and downtown)
- Analysis of existing retail performance that includes analysis of retail leakage, impacts of regional retail on downtown
- Survey of residents to determine what type of retail/commercial uses they would like downtown.
- Focus group with business owners and downtown stakeholders to identify needed investments to support business growth

- Evaluation of the demographics of the community (e.g. age, income, retail preferences, tourism, etc.)
- Preliminary description of the “niche” for downtown Madras in a regional context, and identification of the types businesses that are missing in downtown Madras
- Identification of any needed new projects that should be considered in the Action Plan to improve opportunities for new retail / commercial development (including identification of key opportunity sites) and / or to support existing businesses as they grow.

Task 2.3 Analysis of Tax Increment Generation Potential

Consultant will review possible projects and strategies with a focus on tax increment generation. In addition, the Consultant will complete research on the value of urban renewal financial investments for public buildings and facilities. This information will help City staff and stakeholders decide on actions related to funding public facilities with TIF dollars, as part of a larger funding package.

Consultant deliverables:

- Assessment of urban renewal plan, to be incorporated into the action plan.
- Retail Needs Analysis (technical appendix to Action Plan)
- Analysis of tax increment generation potential (technical appendix to Action Plan)

Meetings:

- Meeting with Agency Staff to discuss the results of the review and determine how to include the results in the Action Plan, or if additional analysis is needed.

Task 3 –Project Identification and Prioritization

In collaboration with staff, synthesize the discussions into a ten-year Action Plan document for review and approval by the Agency Board and City Council. This task brings together previous work on assessment and analysis with public engagement to evaluate, prioritize, and sequence actions and the partnerships needed to develop short-term and long-term action plans for the Agency.

Task 3.1: Implement Public Engagement Plan

Effective public involvement will be critical to identifying a set of projects with broad public support that can help to revitalize downtown Madras. The Project Management and Public Engagement Plan (Task 1) will guide the public engagement process and identify who needs to be involved and engaged, through what means, at what points and frequency during the project; identification of stake-holders to interview; and meetings and events. The process will include:

- **Interest Groups and Key Stakeholders** – Identify interest groups and other stakeholders, such as other taxing districts, citizen groups and business groups to be consulted for their broader perspective. These meetings will generally be one-on-one or in small groups without City staff present to ensure candid input. The Consultant will summarize the results in a brief memorandum.
- **Electronic Surveys** – Consider the use of electronic forms of participation (i.e. surveys, webinars, or other electronic methods) for public and stakeholder involvement.

- **Public Meeting/Open House** – At a minimum, there will be one public event/open house to obtain input and feedback from the broader public. The events will be timed as appropriate with the decision-making process. Information obtained from this event will be summarized and incorporated into recommendations for the Action Plan. Consultant will work with the Advisory Committee and staff to clarify specific groups to target for open house attendance, lead the events, and provide technical assistance and graphics to help explain project concepts.

Task 3.2: Advisory Committee Coordination

An Advisory Committee will be convened and will meet throughout the project to provide advice on the development of the updated Action Plan. Specifically, the Advisory Committee will help to identify and prioritize projects, including those developed by consultant team and derived from public involvement. Consultant will work with the group to confirm the priority of opportunities, funding implications, and timing of improvements and investments in the next ten years.

Consultant and Agency Project Manager will work together to prepare agendas and materials, facilitate meetings, and create summary notes. Three (3) Advisory Committee meetings will be scheduled, and Consultant will be expected to lead and facilitate these meetings. The three meetings will cover:

- **Meeting 1 (Month 1):** Background on the urban renewal plan and projects completed and those left to be completed for the plan. Revisit 2006 Action Plan vision and confirm objectives. Review/develop objectives/guiding principles of Action Plan Update.
- **Meeting 2:** Discuss remaining projects and potential new projects as identified in the assessment report and initial public and stakeholder outreach, including Advisory Committee.
- **Meeting 3:** Review of Draft Action Plan.

Consultant will prepare summary notes from the Advisory Committee meetings.

Consultant deliverables:

- Graphic background materials for and attendance at Advisory Committee meetings and open house/public meetings
- Consultant will provide summary notes from the meetings

Meetings:

- Consultant will lead discussions at Advisory Committee meetings
- Advisory committee meeting to review draft projects in light of prioritization criteria.
- Consultant will lead public events

Task 3.3: Create Plan Content and Urban Design Diagrams

Based on needs identified through background research, input from the public engagement process, and input from the advisory committee process, develop needed plan content, including: (1) defined and prioritized projects for investment and action; (2) updated plan maps identifying location of priority projects; and (3) concept visualization for a limited number of projects, if they are needed and budget supported.

Task 4 – Draft and Final Action Plan

In this task, the Consultant will assemble draft and final action plan documents for review, and work with staff to develop presentations to elected and appointed officials. Following the review and presentations, final products will be prepared and delivered to the Agency. Subtasks include:

4.1 Draft Action Plan

Prepare a Draft Final Action Plan containing an overview of the results from prior Tasks 1-4, conclusions, recommendations, and an implementation road map for what needs to happen in the short term, mid-term, and longer term to carry out the Action Plan with associated technical appendices. The Draft Action Plan will include an investment strategy that will consider the Agency's existing and future revenues and expenses, funding for high priority projects, and how the Agency would issue additional debt.

4.2 Presentation to Elected Officials, Appointed, and Other Boards

Prepare board, commission, and elected official presentations. Agency staff will give presentations. Consultant will be expected to be present at meetings to respond to technical questions and to assist in preparing materials for meetings.

4.3 Final Action Plan

Collect, consolidate, and reconcile comments on the Draft Final Action Plan based on input received from the presentations.

Consultant deliverables:

- Draft Action Plan
- Presentation materials and participation in up to three presentations
- Final Action Plan

Schedule

The City expects this process to be completed approximately six months after execution of a contract. The project will begin on approximately August 17, 2015 and will be completed by January 25, 2016, or before. Key milestones in the schedule are identified as follows, with specific dates to be established at the Kick-off meeting. The diagram below shows the general project progression.

Budget

The budget for this project is \$80,000.00.

