

**URBAN RENEWAL AGENCY BOARD MEETING MINUTES
FEBRUARY 27, 2012**

HH:MM

0:00 **DATE: COUNCIL CHAMBERS, CITY HALL, CITY OF WOODBURN,
COUNTY OF MARION, STATE OF OREGON, FEBRUARY 27, 2012.**

CONVENED: The meeting convened at 6:45 p.m. with Chair Figley presiding.

ROLL CALL:

Chair	Figley	Present
Member	Cox	Present
Member	Lonergan	Present
Member	McCallum	Present
Member	Morris	Present
Member	Pugh	Present
Member	Schmidt	Present

Staff Present: City Administrator Derickson, City Attorney Shields, Economic & Community Development Director Hendryx, Urban Renewal Coordinator Craigie, City Recorder Shearer.

0:00 **CONSENT AGENDA**

A. Approve Urban Renewal Agency minutes of January 9, 2011.
/_... adopt the Consent Agenda. The motion passed unanimously.

0:00 **URBAN RENEWAL GRANT URG 2012-01 151 N Front Street – External Grant
(Peterson Equipment)**

Director Hendryx provided an overview of the application. **McCallum/Cox...** approve the Urban Renewal Exterior Grant 2012-01 from Peterson Equipment, for up to \$10,000. Motion passed unanimously.

0:00 **ADJOURNMENT**

/_...meeting be adjourned. The motion passed unanimously.
The meeting adjourned at 6:__ p.m.

APPROVED _____
KATHRYN FIGLEY, Chair

ATTEST _____
Christina M. Shearer, Recorder
City of Woodburn, Oregon

April 9, 2012

TO: Urban Renewal Agency Board

FROM: Jim Hendryx, Director of Economic & Development Services

SUBJECT: **Downtown Advisory Review Subcommittee – Increases to Approved Grant Request**

Recommendation:

Accept Downtown Advisory Review Subcommittee Report

Background:

On August 8, 2011, the Urban Renewal Agency Board approved Resolution 2011-05, authorizing the Downtown Advisory Review Subcommittee to allow increases to approved grant and/or loan requests when project costs rise above original estimates. The resolution requires that the Subcommittee's action appear on the Urban Renewal Agency Consent Agenda.

Discussion

The Downtown Advisory Review Subcommittee has been authorized to approve increases to approved grant and/or loan requests when project costs increase above original estimates. A request to increase grant amounts was approved by the Subcommittee on April 3, 2012.

The Subcommittee approved the following increases;

1. Urban Renewal Grant URG 2011-08 (Nora Fives – Old Bank Building) increased the interior grant increased from \$2176 to \$3,034, an increase of \$858. The exterior grant was also increased from \$4,443 to \$5,303, an increase of \$860. In total the grants for the property were increased by \$1,718

Financial Impacts

No additional fiscal impacts as amounts were appropriated in current year budget.



April 9, 2012

TO: Urban Renewal Agency Board

FROM: Jim Hendryx, Director of Economic & Development Services;
Matthew Craigie, Economic Development Manager

SUBJECT: **Urban Renewal Grant (URG 2012-02) Interior Grant
134 Arthur Street (Nora Fives – Old Bank Building)**

RECOMMENDATION:

It is recommended that the Downtown Advisory Review Subcommittee and Woodburn Urban Renewal Agency Board approve the Urban Renewal Grant 2012-02, comprised of an interior grant of \$1,153.

BACKGROUND:

The Woodburn Urban Renewal Agency approved a comprehensive grant and loan program on February 14, 2011 for properties within downtown Woodburn. The program is designed to provide matching funds for exterior (\$10,000) and interior (\$5,000) improvements to commercial properties located in the historic downtown district. The program also provides loan funds (\$25,000) to further these same improvements.

Proposal

The property owner is requesting grant funds to replace a furnace. This is the second grant on the property, previously (June 2011) the property was approved for interior and exterior grants totaling \$8,337 (Interior Grant - \$3,034 & Exterior Grant - \$5,303).

The interior grant program is intended to improve the interior of buildings located downtown. The following list is not exhaustive, but covers the majority of types of projects that are eligible for grant funding:

- o _ADA accessibility
- o _Awnings/canopies
- o _Code deficiencies
- o _Cornices
- o _Design & architectural services (up to \$1,000)
- o _Electrical
- o _Energy efficient upgrades (some restrictions apply)

- _Environmental remediation
- _Exterior lighting
- _Exterior painting and cleaning
- _Gutters & downspouts
- **_HVAC**
- _Permits
- _Plumbing
- _Seismic
- _Storefronts
- _Re-pointing
- _Replacement of missing decorative features
- _Removal of non-historic materials or additions
- _Roofing
- _Windows

- **Ineligible Activities:**
 - _Administrative costs or payments to borrower for direct labor costs
 - _Building acquisition
 - _Improvements to non-public faces of buildings
 - _Inventory or other working capital
 - _Landscape improvements
 - _Property maintenance
 - _Work (wages) not performed by a licensed contractor

Interior Grant amount:	\$1,153
Estimated cost of all improvements:	\$2,305
Percentage of grant to total project costs:	50%

Program Criteria:

Property Location & Ownership

The property is located at 134 Arthur Street. Information from the Marion County Department of Assessment and Taxation indicates the property is owned by Old Bank Building c/o Nora Fives.

The applicant is the property owner.

- That the property is within the Urban Renewal & Downtown Development and Conservation (DDC) District

The property is located on Front Street, between Arthur and Cleveland Streets, and is within both the Urban Renewal and the Downtown Development and Conservation Districts.

- That the proposal complies with the downtown architectural design standards and signage standards

Interior work is not subject to this standard.

- That the project encourages greater marketability of the downtown area

The proposed grant is intended to improve commercial properties within downtown Woodburn. Improving the buildings in the downtown increases the marketability of the area. Investment stems further deterioration of the area.

- That the proposal will complement the existing historic downtown core

Interior work is not subject to this standard.

- That the project design works toward restoring the building as closely to its original design as possible

The building has undergone significant remodeling in years past to bring it to its current condition. Replacing the furnace stems future building deterioration and keeps it up to date.

- That building interiors are improved with a focus on addressing code-related improvements

A new code compliant furnace will be installed.

- That the project is in the public interest

The Urban Renewal program specifically identifies the need to improve buildings within Woodburn's downtown. Investments in properties within the downtown area carry out the intent of the Urban Renewal Plan.

The building is designated as being historically significant. The request is intended to improve the interior of the building.

Summary and Conclusion

The Downtown Grant and Loan program is intended to encourage and assist business and property owners to invest in the downtown. This particular grant application is intended to allow the business owner to make improvements to her property, specifically to replace an aging furnace with a new up to date furnace. The request is consistent with the program criteria.

Conditions of Approval

1. There is a 50/50 match requirement required for the Grant program. Invoices must be submitted for reimbursement. No grant money will be disbursed until the project is completed and is approved by the Agency.
2. Grant and loan funds cannot be used for any work commenced or completed prior to project approval.
3. Grant and loan funds may be used for materials and services provided by licensed contractors.
4. All necessary building, electrical, plumbing permits must be obtained and work inspected and approved.
5. Projects shall be completed within one year of approval in order to be eligible for reimbursement. Grants provide for a single payment after receipts are provided and all completed work is accepted by the City.
6. All work will be done by licensed contractors and the applicant needs to provide at least three bids for every aspect of work greater than \$2,500.

Attachments:

Grant application

Pictures

Woodburn Urban Renewal Agency Downtown Grant and Loan Program

Application

Exterior Grant Interior Grant Loan

1. Applicant

Name: NORA FIVES
Address: 134 ARTHUR ST. WOODBURN OR 97071
Work Phone: (503) 981-8632 Home Phone: (503) 981-8632
E-mail: NORAS@AOL.COM
Legal Form: Sole Proprietorship Partnership Corporation Non-Profit

2. Building or Business to be rehabilitated

Name: OLD BANK Bldg. LLC. - BANK AMER OFFICE
Street Address: 199 N. FRONT ST. WOODBURN.
Tax Map/Lot Number: 051W BLOCK 4 LOT 1

3. Property Owner

Name NORA FIVES
Address: 134 ARTHUR ST. WOODBURN. OR 97071
Work Phone: (503) 981-8632 Home Phone: (503) 981-8632

Property Owner's Signature: 

4. Loan Program - Give a brief description of the overall proposed improvements and how loan funds will be used to improve the property.

Loan amount: \$ _____
Estimated total cost of improvements: \$ _____
Percentage of loan to total project costs: _____ %

Loan amount: \$ _____
Grant amount: \$ _____
Total estimated cost of all work: \$ _____
Percentage of grant to total project costs: _____ %

6. **Interior Grant Program** - Give a brief description of the proposed interior improvements and how this work addresses code related improvements.

REPLACE FURNACE IN OFFICE AT 199 N. FRONT ST.

THIS WAS NOT A CONSIDERATION AT THE ORIGINAL TIME OF APPLICATION AND CAME UP ONLY RECENTLY.

Grant amount: \$ 1152.50
Estimated cost of all improvements: \$ 2,305.00
Percentage of grant to total project costs 50%

The Woodburn Urban Renewal Board will review the proposed redevelopment improvements and advise the applicant of the status or recommend changes.

CERTIFICATION BY APPLICANT

The applicant certifies that all information provided in this application is true and complete to the best of the applicant's knowledge and belief. If the applicant is not the owner of the property to be rehabilitated, or if the applicant is an organization rather than an individual, the applicant certifies that he/she has the authority to sign and enter into an agreement to perform the proposed work on the building. Evidence of this authority must be attached.

Nora Lewis
Applicant's Signature

3/22/12
Date

Return Application To:
James N.P. Hendryx
Economic & Development Services
270 Montgomery St.
Woodburn, OR 97071

Woodburn Urban Renewal Agency Downtown Grant and Loan Program

Checklist

Please submit this checklist as part of your application:

General:

- Application
- Current photograph of property to be improved
- Written description of proposed improvements, how funds will be used to improve the property, including all materials, and paint colors
- Exterior Grant requests – give description of the proposed exterior improvements and a description of how the project complies with the Downtown Architectural Design Standards
- Interior Grant requests - give a description of the proposed interior improvements and how this work addressed code related improvements

Paint:

- Provide samples of the colors chosen and mark which color will be the body color and which will be the accent colors
- Note where each color will be used

Awnings:

- Provide information about the color and style of awning chosen
- Note where the awnings will be placed on the building

Major Façade Alterations:

- Provide a rendering of major changes, including paint and awning colors, where applicable

Signs:

- Provide a color rendering of the design chosen
- Include specifications as to the size and width of the sign
- Note how and where the sign will be hung on the building
- Submit two written estimate from sign companies

Bids:

- Projects costing over \$2,500 require submittal of three estimates

All Projects Proposed by Tenants:

- To be eligible for the grant, tenants need to provide written authorization for the work from the property owner and a copy of a lease agreement

Return the application, supplemental materials and checklist to:

James N.P. Hendryx
Economic & Development Services
270 Montgomery St.
Woodburn, OR 97071



WOLFER'S INC.;
 290 YOUNG ST
 WOODBURN, OREGON 97071
 981-4511 1-800-660-4511 fax 981-0801 CBB# 1911

SALES QUOTE

An Independent Lennox Dealer Since 1901.

Comfort Consultant

Name Jim Dryden Emp # _____
 Position _____ Region _____
 Department _____ Manager _____

Dates

First Contact _____
 Quote Issued 03/13/2012
 Accept/Reject _____

Product/Service	Quantity	Price	TOTAL
★ Option 1 With warranty documentation Lennox EL195E 90,000 btu gas furnace, adapters, mechanical permit, removal and disposal of existing system, labor to install	1	\$2,305.00	\$2,305.00
★ Option 2 Without warranty documentation Lennox EL195E 90,000 btu gas furnace, adapters, mechanical permit, removal and disposal of existing system, labor to install <i>"FURNACE REPAIR PROGRAM"</i>	1	\$4,274.00	\$4,274.00
<i>I HAVE WARRANTY DOCUMENTS</i>			
Sub Total			

Customer

Customer Nora Fives Company _____
 Address 134 Arthur St Job Address _____
 City Woodburn State Oregon
 ZIP 97071 Email _____
 Phone 503-981-8632 Fax _____

Sub Total

TOTAL

2305.00

Notes

50% DOWN PAYMENT REQUIRED ON ACCEPTANCE OF THIS QUOTE

THANK YOU

Status

1

Thank you for giving us the opportunity to serve you.

PLEASE SIGN ON BACK

Do NOT pile boxes
or other stuff up against
FURNACE.
THIS IS A FIRE HAZARD!

THIS IS A FIRE SAFETY REQUIREMENT
THAT MUST BE MAINTAINED
AT ALL TIMES

AL FIRE
CO. 2004 LLC

WARNING: THE UNIT MUST BE
MAINTAINED AND REPAIRED BY
A QUALIFIED SERVICE PERSONNEL
ONLY.

FOR SERVICE CALL
AL FIRE CO. 2004 LLC





April 9, 2012

TO: Urban Renewal Agency Board

FROM: Jim Hendryx, Director of Economic and Development Services;
Matthew Craigie, Economic Development Manager

SUBJECT: **Urban Renewal Design Services Pilot Program**

RECOMMENDATION:

Direct staff to return with a resolution implementing the Urban Renewal Design Services Pilot Program.

SUMMARY:

The Downtown Design Advisory Sub-Committee (DARS) recommend creating a pilot project to provide design services to downtown business and property owners. The intent of this program is to promote better design in the downtown area, and to inspire property owners to upgrade their properties. Funds for this program will be capped at given amounts and a small application fee will be charged. After a pilot period, the program will be evaluated for success by the Urban Renewal Agency (URA), who will decide if it is worth continuing.

BACKGROUND:

The URA has had a Grant and Loan program in place for over one year. In that time, six grants have been completed and another seven are pending completion. The majority of these grants have gone for deferred maintenance projects, such as fixing leaky roofs and replacing aging HVAC equipment. While these projects have been important for maintaining the structural integrity of downtown buildings, they have done little for aesthetic beautification of the downtown area. The proposed pilot design services program would encourage downtown business and property owners to improve their storefronts and businesses by providing professional renderings of possible building improvements, examples of other similar improved properties, and creating basic cost estimates for remodeling or redevelopment scenarios.

DISCUSSION:

Improving Woodburn's downtown area has been recognized as a priority for several years, dating back to 1997, with the adoption of the original Downtown Development Plan. Woodburn's Urban Renewal Plan provides the funding mechanism to implement redevelopment programs. The proposed Design Services Pilot Program carries out the intent of the Urban Renewal Plan.

DESIGN SERVICES PILOT PROGRAM

Design Services are a collection of services offered by design professionals that can range from basic illustrations to full-blown architectural drawings and precise engineering information. For this pilot program, we are proposing the following services be offered to business and property owners in the downtown area:

- Drafted or rendered illustrations of possible storefront improvements or internal tenant improvements.
- Examples of architectural details, such as lighting, furniture, and other items
- A basic cost analysis for redevelopment options

Design services are a strategic way of inspiring property owners to remodel or redevelop their properties. They can also illustrate remodeling options that might be more cost-effective for the property owner, or could better meet their business' design needs. Design Services provides a push for property and business owners to visualize the highest and best use of their property. Some owners may shelve these illustrations, while others may find them enough encouragement to move forward with a storefront or internal tenant remodel. Even if designs are shelved by their property owners, the City will still keep these records so that they can serve to inspire other property and business owners.

The Design Services process can be quite simple. Business and property owners within the downtown URA (see attached map) will be able to apply for limited design services. Business and/or property owners will need to fill out an application (attached) and pay a one-time \$50 application fee. The scope of the work and staff's discretion will determine how many hours are billed; however, each design project shall not exceed a total of \$3,000. During the period of the pilot program, City staff will administer the program and design

services will be conducted by an outside consultant with a standing contract with the City's Public Works Department.

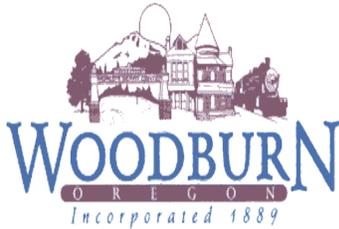
Drafts of the documents that will be used to implement the Design Services Pilot Program are attached. Woodburn's program will be similar to those already existing in several Oregon urban renewal agencies.

FINANCIAL IMPACT:

No impact. Existing funds from the Grant and Loan program that have already been identified in the budget and can be used to fund this program.

Attachments:

- A. Downtown URA map**
- B. Application**
- C. Design Services Brochure**
- D. DECA Contract**



CITY OF WOODBURN
Economic and Development Services
Planning Division

Downtown Urban Renewal
Design Services Application

270 Montgomery Street

Woodburn, Oregon 97071

Phone (503) 982-5246

Fax (503) 982-5244

Design Services Pilot Program

The City of Woodburn Urban Renewal Agency is offering design services to downtown property and business owners as part of a pilot program. The intent of this program is to assist property and business owners with visualizing possible remodels of their properties and, while doing so, to encourage better design. The design services offered through this program include:

- Drafted or rendered illustrations of possible storefront improvements or internal tenant improvements.
- Examples of architectural details, lighting, furniture, and other items
- A basic cost analysis for remodeling options

Services provided through this program are free, with the exception of a \$50 application fee. Applicants are encouraged to be prepared to explain their business outlook for the future, tour their property with City staff and consultants, provide building details as needed, and to allow for before and after pictures of their property to be taken and used by City staff.

Building Address: _____

Applicant: _____

Phone: _____

E-Mail Address: _____

Mailing Address: _____

Application fee paid? Yes No

CERTIFICATION BY APPLICANT

The applicant certifies that all information in this application, and all information furnished in support of this application, is given for the purpose of obtaining design services and is true and complete to the best of the applicant's knowledge and belief.

If the applicant is not the owner of the property to be rehabilitated, or if the applicant is not the sole owner of the property, the applicant certifies that she/he has the authority to sign and enter into an agreement to perform the rehabilitation work on the property. Evidence of this authority must be attached.

Applicant Signature

Print Name

Date

Property Owner Signature (if not Applicant)

Print Name

Date

See Your Possibilities

Through this program, you will be able to truly see the future possibilities for your building. Whether you want to completely redevelop your property, or just see the difference a few small changes could make, this program can assist you in making the best design decisions for your investment.



Existing building

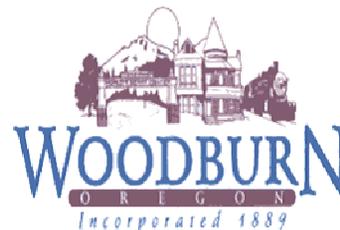


Proposed improvements

All photos and renderings in this pamphlet created and provided by DECA Architects.

City of Woodburn

Economic and Development Services Department
270 Montgomery Street
Woodburn, Oregon 97071
Phone (503) 982-5246



Downtown Design Services Program



Before



After



Existing building



Proposed improvements

Woodburn Downtown Design Services Program

The City of Woodburn Urban Renewal Agency is offering design services to downtown property and business owners as part of a pilot program. The intent of this program is to assist property and business owners with visualizing possible remodels of their properties and, while doing so, to encourage better design.

The design services offered through this program include:

- Drafted or rendered illustrations of possible storefront improvements or internal tenant improvements.
- Examples of architectural details, lighting, furniture, and other items.
- A basic cost analysis for remodeling options.



Existing building



Proposed improvements



Before



After

Eligibility

All properties located within the Downtown Development and Conservation District (DDC) are eligible for the program. Property or business owners may apply. Business owners that do not own their properties will have to get permission from the property owner to participate.

Process

The applicant starts the process by filling out an application at City Hall. The applicant then talks with Woodburn Economic Development and Services staff about design ideas for their property. Staff and the applicant will decide the scope of the design services for the project. A meeting is scheduled with the City contracted architect, city staff and the applicant. During this initial meeting the architect, applicant and city staff will tour the property, discuss applicant design preferences and building design requirements or restrictions. The architects will take photos and ask questions about the structure.

After this initial meeting the architects will create a package that illustrates possibilities for the applicants building. At a second meeting the architects will go over their work with the applicant showing design ideas, details, and basic pricing for the proposed remodel.

Project Facts

These services are provided free to the applicant after a \$50 application fee. The City will pay for design services conducted by the city contracted architect up to \$3000 dollars. Any additional work beyond this cap will be at the property or business owner's expense.



Existing building



Proposed improvements

City of Woodburn

Economic and Development Services Department
270 Montgomery Street
Woodburn, Oregon 97071
Phone (503) 982-5246

INDEFINITE DELIVERY AND INDEFINITE QUANTITY CONTRACT

THIS AGREEMENT is made and entered into as of the date first indicated on the signature page, by and between the City of Woodburn, an Oregon municipal corporation (hereinafter referred to as "CITY"), and Deca Architecture inc. an Oregon Corporation (hereinafter referred to as "CONSULTANT").

WHEREAS, CITY needs certain professional consultant services; and

WHEREAS, CITY wants to engage CONSULTANT to provide these services by reason of its qualifications and experience; and

WHEREAS, CONSULTANT has offered to provide the required services on the terms and in the manner set forth herein,

NOW, THEREFORE, IT IS AGREED as follows:

SECTION 1 – SCOPE OF SERVICES

The Scope of Work to be performed by CONSULTANT under this Agreement is described in Exhibit A, which is attached to this Agreement. Additionally, CONSULTANT's proposal in response to the Architectural / Engineering and Related Consulting Services Request for Proposals is incorporated by reference and is a part of this Agreement as if fully set forth.

SECTION 2 – DUTIES OF CONSULTANT

A. CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all work furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its work.

B. CONSULTANT represents that it is qualified to furnish the services described in this Agreement.

C. CONSULTANT shall be responsible for employing or engaging all persons necessary to perform its services.

D. It is understood that David Hyman will be designated by CONSULTANT as the person providing services to CITY under this Agreement and that this designated person shall not be replaced without CITY's approval.

SECTION 3 – DUTIES OF CITY

A. CITY shall provide CONSULTANT the pertinent information regarding CITY's requirements for the Project.

B. CITY shall examine documents submitted by CONSULTANT and shall render decisions promptly, to avoid unreasonable delay in the progress of CONSULTANT'S work.

C. CITY certifies that sufficient funds are available and authorized for expenditure to finance costs of this Agreement.

D. The contact person on the Project for CITY is designated as Public Works Director or assigned delegate. CITY shall provide written notice to CONSULTANT if CITY changes its contact person.

SECTION 4 – TERM

The services to be performed under this Agreement shall commence upon execution of the Agreement by both parties. A Basic Ordering Agreement (BOA) will be executed for individual projects under this agreement.

SECTION 5 – PAYMENT

Payment shall be made by CITY to CONSULTANT only for services rendered and upon submission of a payment request and CITY approval of the work performed. In consideration for the full performance of the services set forth in Exhibit B. Compensation shall be only for actual hours worked on the Project, at the rates specified in Exhibit B, and related direct expenses. CONSULTANT shall furnish with each bill for services an itemized statement showing the amount of services devoted to the Project by CONSULTANT as well as any agents or employees of CONSULTANT and any direct expenses.

Section 6 – TERMINATION

Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY shall have the right to terminate this Agreement or suspend work on any Project for any reason upon ten (10) days' written notice to CONSULTANT. CONSULTANT agrees to cease all work under this Agreement upon receipt of said written notice.

SECTION 7 – OWNERSHIP OF DOCUMENTS

All documents prepared by CONSULTANT in the performance of this Agreement, although instruments of professional service, are and shall be the property of CITY, whether the Project for which they are made is executed or not.

SECTION 8 – CONFIDENTIALITY

All reports and documents prepared by CONSULTANT in connection with the performance of this Agreement shall be considered as confidential by CONSULTANT until they are released by CITY to the public. CONSULTANT shall not make any such documents or information available to any individual or organization not employed by CONSULTANT or CITY without the written consent of CITY before any such release.

SECTION 9 – INTEREST OF CONSULTANT

CONSULTANT covenants that it presently has no interest, and shall not acquire any

interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services under this Agreement.

SECTION 10 – CONSULTANT’S STATUS

It is expressly agreed that in the performance of the professional services required under this Agreement, CONSULTANT shall at all times be considered an independent contractor, under control of CITY as to the result of the work but not the means by which the result is accomplished. Nothing herein shall be construed to make CONSULTANT an agent or employee of CITY while providing services under this Agreement.

Section 11 – Indemnity

CONSULTANT agrees to hold harmless and indemnify CITY, its officers and employees from and against any and all claims, loss, liability, damage, and expense to the extent caused by the negligent performance of this Agreement by CONSULTANT, its officers or employees. CONSULTANT agrees to defend CITY, its officers or employees against any such claims. This provision does not apply to claims, loss, liability or damage or expense arising from the sole negligence, or willful misconduct, of CITY.

Section 12 – Insurance

CONSULTANT shall provide and maintain:

A. Commercial General Liability Insurance, occurrence form, with a limit of not less than \$1,000,000 for each occurrence.

B. Automobile Liability Insurance, occurrence form, with a limit of not less than \$1,000,000.00 for each occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles.

C. Workers Compensation in at least the minimum statutory limits.

D. All insurance shall:

1. Include CITY as an additional insured with respect to this Agreement and the performance of services in this Agreement.
2. Be primary with respect to any other insurance or self-insurance programs of CITY.
3. Be evidenced, prior to commencement of services, by properly executed policy endorsements in addition to a certificate of insurance provided to CITY.
4. No changes in insurance may be made without the written approval of CITY.

SECTION 13 – NONASSIGNABILITY

Both parties recognize that this Agreement is for the personal services of CONSULTANT and cannot be transferred, assigned, or subcontracted by

CONSULTANT without the prior written consent of CITY.

SECTION 14 – RELIANCE UPON PROFESSIONAL SKILL OF CONSULTANT

It is mutually understood and agreed by and between the parties hereto that CONSULTANT is skilled in the professional calling necessary to perform the work agreed to be done under this Agreement and that CITY relies upon the skill of CONSULTANT to do and perform the work in the according to the standard care of the profession, and CONSULTANT agrees to perform the work. The acceptance of CONSULTANT'S work by CITY does not operate as a release of CONSULTANT from said obligation.

SECTION 15 –WAIVERS

The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or of any provisions of any ordinance or law shall not be deemed to be a waiver of such term, covenant, condition, ordinance or law or of any subsequent breach or violation of same or of any other term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, condition, ordinance, or law. The subsequent acceptance by either party of any fee or other money, which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, or condition of this Agreement of any applicable law or ordinance.

SECTION 16 – STATE PUBLIC CONTRACT PROVISIONS

All requirements of ORS Chapters 279, 279A, 279B, and 279C including but not limited to the following, as applicable, are incorporated herein by reference.

A. If CONSULTANT fails, neglects or refuses to make prompt payment of any claim for labor or services furnished by any person in connection with this Contract as such claim becomes due, CITY may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due CONSULTANT by reason of the Contract. The payment of a claim in the manner authorized above shall not relieve the CONSULTANT or its surety from its obligation with respect to any unpaid claims.

B. CONSULTANT and its subcontractors, if any, are subject to Oregon Workers' Compensation Law, which requires all employers that employ subject workers who work under this Contract in the State of Oregon to comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126. CONSULTANT shall ensure that each of its subcontractors, if any, complies with these requirements.

C. CONSULTANT shall, upon demand, furnish to the CITY, written proof of workers' compensation insurance coverage. CONSULTANT is required to submit written notice to the CITY thirty (30) days prior to cancellation of said coverage.

D. CONSULTANT shall use recyclable products to the maximum extent economically feasible in the performance of the contract.

E. CONSULTANT is engaged as an independent contractor and will be responsible for any federal or state taxes applicable to any payments made under this Contract.

F. CONSULTANT agrees and certifies that it is a corporation in good standing and licensed to do business in the State of Oregon. CONSULTANT agrees and certifies that it has complied and will continue to comply with all Oregon laws relating to the performance of CONSULTANT's obligations under this Contract.

G. CONSULTANT shall:

G.1 Make payment promptly, as due, to all persons supplying to the CONSULTANT labor and material for the prosecution of the work provided for in the contract documents;

G.2 Pay all contributions or amounts due to the State Accident Insurance Fund incurred in the performance of this Contract;

G.3 Not permit any lien or claim to be filed or prosecuted against the CITY on account of any labor or material furnished; and

G.4 Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

H. The CONSULTANT shall promptly as due, make payment to any person, corporation, partnership or association or corporation furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employee of such CONSULTANT, of all sums which the CONSULTANT agrees to pay for such services and all moneys and sums which the CONSULTANT collected or deducted from the wages of employees pursuant to any law, contract or Agreement for the purpose of providing or paying for such service.

I. The CONSULTANT shall pay employees for overtime work performed under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29USC201 et. seq.).

J. An employer must give notice to employees who work on a contract for services in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

K. CONSULTANT will comply with 279.835 et seq. in the procurement of products and services from a nonprofit agency for disabled individuals.

SECTION 17 – ATTORNEY FEES

In the event a suit or action is instituted to enforce any right guaranteed pursuant to this Agreement, the prevailing party shall be entitled to, in addition to the statutory costs and disbursements, reasonable attorney fees to be determined by the trial and appellate courts respectively, or as negotiated.

SECTION 18 – NOTICES

All notices hereunder shall be given in writing and mailed, postage prepaid, addressed as follows:

TO CITY:

Public Works Department
190 Garfield Street
Woodburn, OR 97071

TO CONSULTANT:

Deca Architecture Inc.
935 SE Alder Street
Portland, OR 97214

SECTION 19 – AGREEMENT CONTAINS ALL UNDERSTANDINGS; AMENDMENT

This document represents the entire and integrated Agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations, and agreements, either written or oral.

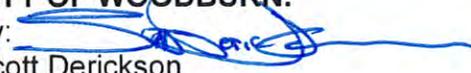
This document may be amended only by written instrument, signed by both CITY and CONSULTANT.

SECTION 20 – GOVERNING LAW

This Agreement shall be governed by the laws of the State of Oregon.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Agreement the day and year written.

CITY OF WOODBURN:

By: 
Scott Derickson
Title: City Administrator
Date: 11/19/2010

CONSULTANT:

By: 
David Hyman
Title: Principal
Date: 11/15/2010

EXHIBIT-A

Architectural / Engineering & Related Services

The Consultant is to provide Architectural/Engineer & Related Services including but not limited to the following areas:

1. Facilities requirements and utilization studies.
2. Feasibility studies for new, renovation, alteration, maintenance and repair projects
3. Facility studies and audits to determine compliance with various federal, state, and local regulations
4. Facility assessments
5. Design services for minor new construction, alteration renovation, maintenance and repair projects to include project evaluation, planning, handicapped accessibility, and engineering services (civil, structural, MEP, land surveying) incidental to the project.
6. Preparation of reports, preliminary documents, working drawings, specifications, and construction cost estimates.
7. Sustainable design services including LEEDS certified design (or equivalent), energy efficient design or Energy Star certified design, energy efficiency evaluations/studies/and/or energy remodeling
8. Additional architectural services as needed.

Individual Basic Ordering Agreements under the Indefinite Delivery and Indefinite Quantity contract shall not exceed \$250,000 per project. The City will request a lump sum fee or hourly rate proposal for each project. The Consultant shall visit the site and prepare a detailed lump sum or hourly rate (as applicable) proposal for accomplishing the work. The City of Woodburn will evaluate the Consultant's fee proposal and may negotiate a suitable lump sum fee or a "not to exceed" amount with the Consultant. Following successful negotiations, the City of Woodburn will prepare a purchase order for the agreed scope of work and fee proposal, incorporating by reference the terms and conditions of the resulting contract. Once the Finance Department has processed the purchase order (and assigned a number) the Consultant will be authorized to proceed with the work.

The City of Woodburn has on-going requirements for professional architectural and related services to support various projects required to maintain, improve, or expand its facility and utility infrastructure. It is the intent of this contract to provide professional consulting services on an as needed basis and to provide architectural/engineering design on projects not to exceed \$1,000,000 in construction value when time constraints or other considerations preclude obtaining individual project proposals or design services.

EXHIBIT B FEE SCHEDULE

DECA SCHEDULE OF HOURLY RATES

Position Title	Hourly Billing Rates
Principal	\$120 / hour
Project Manager	\$90 / hour
Architect I / Sr. Interior Designer	\$90 / hour
Architect II / Interior Designer	\$80 / hour
Technical / Design Support	\$75 / hour
Designer (Tech I)	\$60 / hour
Junior Designer (Tech II)	\$55 / hour
Administrative	\$45 / hour

Reimbursables

Reimbursable expenses, such as reproduction costs, postage and delivery, materials and supplies, etc. are billed at cost plus 10%. We do not anticipate these expenses to exceed \$250. Consultant services under contract with DECA are billed at invoice cost of services and expenses plus 10%.

Typical Reimbursable Expenses

B & W Photocopies (letter size):	\$.10 / copy
Color Photocopies (letter size):	\$.60 / copy
Color Prints (letter size):	\$1.00 / copy
Plots: 24x36:	\$1.80 / sheet
30x42:	\$2.70 / sheet
Mileage:	\$.50 / mile
Long Distance Phone calls:	\$.06 / minute