

EXHIBIT "A"

AGREEMENT

This Agreement, made and entered into on this _____ day of _____, 1981, by and between the Planning Bureau of the City of Portland, hereinafter referred to as "City", whose address is 621 S. W. Alder Street, Portland, Oregon 97205, and Patterson and Stewart, an Oregon partnership, hereinafter referred to as "Consultant", whose address is 45 Hawthorne, Medford, Oregon 97501.

WITNESSETH

WHEREAS, the City intends to work with the Hollywood (Business District) Community to study the potential for new development around the planned light rail transit station; and

WHEREAS, the Urban Mass Transit Association, through the Banfield Transit Station Area Planning Program, has provided funds for such a study; and

WHEREAS, a scope of work has been developed between the City and a Consultant to accomplish the study in a timely and professional manner;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. AGREEMENT

A. City

City will direct and supervise performance for all aspects of the study. City will make all decisions and authorizations in connection with the study.

For the purposes of this Agreement, Michael Fisher will be designated as City's Project Manager.

B. Consultant

The overall role of Consultant is set out in an eleven page "Statement of Work and involvement of Participating Firms" described as Exhibit "B", and which is attached hereto and by this reference made a part of this Agreement. Consultant will, at their cost, retain Region West Research Consultants (Vicki J. Pflaumer, AICP, Owner) as subconsultants to assist them in the performance of this Agreement.

II. EFFECTIVE DATE AND DURATION

This Agreement becomes effective as of _____, 1981 upon signing by both parties. The provisions of this Agreement will be considered fulfilled upon submission of the final Action Plan Report at the end of Stage II of the work program as described in Stage II, Task C of Exhibit B. The Consultant agrees to begin Stage II of the work program only after written authorization from the City. It is understood by both parties that Stage II of the work program may not be executed upon the decision of the City, pending technical findings of the Stage I. If the City decides to not proceed with Stage II of the work program, this Agreement will be terminated at the end of Stage I. The provisions of Stage I of this Agreement will be considered fulfilled upon submission of the preliminary Development Program report described in Stage I, Task E of the attached Exhibit B.

Established completion time shall not be extended because of any unwarranted delays attributable to Consultant, but may be extended by the City in the event of a delay attributable to the City or because of unavoidable delays caused by an act of God or governmental actions or other conditions beyond the control of Consultant.

Delays attributable to or caused by one of the parties hereto amounting to forty-five (45) days or more affecting the completion of the work may be considered a cause of renegotiation or termination of this Agreement by the other party.

It is understood by both parties that the time period between the end of Stage I, and the beginning of Stage II, when review and approval by public bodies on the findings of Stage I will occur, does not constitute a delay.

III. COMPENSATION AND BILLINGS

Consultant shall be paid for completed work and for services rendered under this Agreement as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work.

- A. The total cost to the City for the performance of this agreement is \$40,000. The total cost of Stage I of the work program shall not exceed \$25,000. If, at any time, the Consultant has reason to believe that the costs which he/she expects to incur in the performance of this Agreement in the next succeeding thirty (30) days, when added to all costs previously incurred, will exceed seventy (70) percent of the estimated cost, or if at any time the Consultant has reason to believe that the total cost to the City for the performance of this Agreement, exclusive of any fee, will be greater or substantially less than the then estimated cost hereof, the Consultant shall notify the City Project Manager in writing to that effect, giving the revised estimate of such total cost for the performance of this Agreement.

- B. Payment for work accomplished under the terms of this Agreement shall be on the basis of Consultant's actual cost plus a net fee. The actual cost includes direct salary cost, overhead, and direct nonsalary cost.
- C. On or after the 30th day of each month, Consultant may invoice the City for that portion of the Agreement sum which reflects the number of hours of actual labor, reimbursable expenses during the previous month, and the fee specified. Each invoice shall be supported by a general description of such labor, reimbursable expenses, and fee or description of such labor, reimbursable expenses, and fee or such other evidence of Consultant's right to payment as City may direct. Each invoice must be approved in writing by the City prior to payment.
- D. City shall pay Consultant the amount of all approved invoices within thirty (30) days after receipt of same, except that City may retain five (5) percent of all invoices except the final invoice.
- E. Consultant shall notify the City in writing when all services are completed and all terms of this Agreement are satisfied by the Consultant. If the City agrees, it shall acknowledge in writing within five (5) working days that the services are accepted. If the City disagrees, it shall so notify Consultant in writing within five (5) working days and advise of deficiencies. Thereupon, Consultant shall take or cause a subcontractor to take corrective measures, upon the conclusion of which the City shall then issue its acceptance of the services.
- F. Upon receipt of City's acceptance of services, Consultant may submit its final invoice for all retainage and for any other amounts which may then be due and payable.
- G. The cost records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the City and the Federal Government for a period of three (3) years after final payment. Copies shall be made available upon request. UMTA or the City, through its duly authorized agents, may audit Consultant's records prior to payment of final billings and make any indicated adjustments to determine actual costs such as the provisional overhead rate.
- H. Payment for extra work performed under this Agreement shall be paid as agreed to by the parties hereto in writing at the time extra work is authorized.
- I. The Consultant will provide the City with a progress report to accompany the monthly statement. Said report will describe the progress accomplished in the prior month and will be organized by task as identified in Exhibit "B". The report will also show the Exhibit "B" percentage of work completed for each major element of the study, and for the overall study. The report will also record the percentage of the budget used and remaining by each member of the consultant team.

J. The City will compensate the Consultant team for services by the following members of the consultant team and at the following rates:

Patterson and Stewart:

Lyle A. Stewart, AICP, Consultant, Project Manager	\$50.00/hour
Associate Planner	24.50/hour
Computer Programmer	26.50/hour
Computer Operator	18.50/hour
Draftsmen/Women	18.50/hour

Region West Research Consultants

Vicki J. Pflaumer, AICP	\$40.00/hour
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K. The distribution of the budget by task for each team member shall be as follows:

	<u>Patterson/Stewart</u>	<u>Region West Research Consultants</u>	<u>Total</u>
Stage I			
Task A	\$ 2,000	\$ 5,000	\$ 7,000
Task B	1,000	1,000	2,000
Task C	2,000	1,000	3,000
Task D	10,000	1,000	11,000
Task E	<u>1,000</u>	<u>1,000</u>	<u>2,000</u>
Stage I Subtotal	\$16,000	\$ 9,000	\$25,000
Stage II			
Task A	\$ 1,000	\$ -----	\$ 1,000
Task B	4,000	-----	4,000
Task C	<u>8,000</u>	<u>2,000</u>	<u>10,000</u>
Stage II Subtotal	\$13,000	\$ 2,000	\$15,000
Stage I and II Total	\$29,000	\$11,000	\$40,000

IV. EMPLOYMENT

For the purpose and duration of this Agreement, Consultant agrees that Consultant's Project Manager, Lyle A. Stewart, AICP, shall not change without the written consent of the City.

Consultant warrants that it has not employed or retained any company or person other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranting, City shall have the right to annul this Agreement without liability, or at its

discretion to deduct from the Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

Any and all employees of Consultant while engaged in the performance of any work or services required by Consultant under this Agreement shall be considered employees of Consultant only and not of the City, and any and all claims that may arise under the Worker's Compensation Act on behalf of said employees while so engaged and any and all claims made by third party as a consequence of any negligent act or omission on the part of Consultant's employees while so engaged on any of the work or services provided to be rendered herein shall be the sole obligation and responsibility of Consultant.

If, during the time period of this Agreement, Consultant finds it necessary to increase its professional, technical or clerical staff as a result of this work, it will actively solicit minorities through its advertisement and interview process.

V. CHANGES IN WORK

Consultant shall make such revisions in the work included in this Agreement which has been completed, as necessary to correct his/her errors or omissions appearing therein, when required to do so by the City, without additional compensation therefor.

The Consultant shall make changes, amendments, revisions, or modifications in the execution of the work program as required by the City and agreed upon by the Consultant. If the City finds it convenient to change the scope of work or delete tasks from the work scope, the City shall notify Consultant in a timely manner to allow Consultant to adjust its staff commitment to the work being done, and such changes shall not exceed twenty (20) percent of the total dollar amount of the work set out in Exhibit A.

VI. AUDIT AND INSPECTION OF RECORDS

Consultant shall permit the authorized representatives of the City, the U.S. Department of Transportation, and Metro to inspect and audit all data and records of Consultant relating to his/her performance under the Agreement until the expiration of three (3) years after final payment under this Agreement.

Consultant further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the City, the Department of Transportation, and Metro or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor involving transactions related to the subcontractor.

VII. TERMINATION

A. Termination for Convenience: The City may terminate this Agreement, in whole or in part, at any time by two (2) weeks written notice to the Consultant. All work on the Agreement shall cease upon receipt of the notice. The Consultant shall be paid its costs, including Agreement close-out costs, and profit on work performed up to the time of termination. The Consultant shall promptly submit its termination claim to be paid the Consultant. If the Consultant has any property in its possession belonging to the City, the Consultant will account for the same and dispose of it in the manner City directs.

B. Termination for Default: If the Consultant fails to perform in the manner called for in the Agreement, or if the Consultant fails to comply with any other provisions of the Agreement, the City may terminate this Agreement for default. Termination shall be effected by serving a notice of termination on the Consultant setting forth the manner in which the Consultant is in default. The Consultant will only be paid the Agreement price for services performed in accordance with the manner of performance set forth in the Agreement.

If it is later determined by the City that the Consultant had an excusable reason for not performing, such as a strike, fire or flood, events which are not the fault of or are beyond the control of the Consultant, the City, after setting up a new performance schedule, may allow the Consultant to continue work or may treat the termination as a termination for convenience.

C. This Agreement may be terminated at any time upon two (2) weeks' written notice by mutual consent of both parties.

VIII. DISPUTES

Any disputes shall be submitted to the City Project Manager. If satisfactory resolution is not obtained, the dispute shall be submitted to the City Auditor and his decision shall be final and conclusive to the parties to this Agreement.

IX. SCHEDULE

A tentative schedule, as shown in Exhibit "B", shall be generally followed. The submission of the first draft of the Preliminary Development Program Report shall be received by the City by June 5, 1981.

X. FURTHER AGREEMENTS

Consultant and City further mutually agree as follows:

A. Consultant will assign staff members whose experience and specialties will facilitate and aid performance of the Agreement.

- B. Each party shall allow personnel of the other party who are assigned to work on this project reasonable access to procedures and techniques employed in performance of this Agreement.
- C. Consultant hereby agrees to hold the City harmless from, and shall process and defend at its own expense, all claims, demands, or suits of law or equity, of whatever nature, brought against those parties arising from Consultant's performance of the provision of this Agreement.
- D. Performance of this Agreement shall not be subcontracted in whole or in part except with the written consent of the City. Consultant shall not assign this Agreement in whole or in part, or any right, privilege, duty or obligation hereunder, without the prior written consent of the City. No provision of this section and no approval by the City of any subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation by the City in addition to the Agreement price.
- E. Consultant shall be free to copyright material developed under this Agreement. The City reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the work for government purposes.
- F. Publication of any reports by either party shall give credit to the other party. However, if the City does not wish to subscribe to the findings or conclusions of the study, the following statement shall be added: "The opinions, findings and conclusions expressed in this publication are those of the authors and not necessarily those of the City of Portland".
- G. The Consultant shall perform this Agreement as an independent consultant and not as an employee of the City.
- H. During the performance of this Agreement, Consultant for itself, and its assignees and successors in interest, agree as follows:
 - 1. Nondiscrimination: During the performance of this Agreement, the Consultant agrees as follows:

The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

2. Solicitation for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, national origin or handicap.
 3. Information and Records: The Consultant will provide all information and reports required by the regulations, or order and instructions issued pursuant thereto, and will permit access to its books, records, accounts, and other sources of information, and its facilities as may be determined by the City.
- I. The Consultant will provide fifty (50) copies of the Preliminary Development Program Report and all camera-ready art work necessary for the additional printings of the final report, to be delivered to the City by June 5, 1981, at which time the art work will become the property of the City.

The format of documents prepared for the City shall be in accordance with the following guidelines:

1. The size of the document shall be limited to 8.5" x 11".
2. All art work shall be camera-ready "line" art prepared for or adaptable to one-color printing.
3. All art work shall be prepared to facilitate two-staple binding.
4. Screen tints shall have a maximum of 85 lines per inch.
5. Any nonconformance with the above format, including the addition of continuous-tone originals, foldouts, or additional ink colors which might be a necessary aid in communication, shall be negotiated separately with the City in advance of producing the art work.
6. Information on the cover and title page of the document(s) will include the title and the phrase "Prepared for the City of Portland Bureau of Planning by", followed by the name of the Consultant and the date on which the document is projected to be released. The title page will additionally include the seal of the City of Portland, Oregon.

In addition to the specific work tasks outline above, the Consultant agrees to make no more than three presentations outlining their work between Stage I and Stage II of the work program. These presentations would be conducted by the City and would be for the benefit of the Portland Development Commission, Planning Commission, and City Council.

The parties of this Agreement agree that Patterson & Stewart is providing professional services to the City of Portland as an independent contractor and is not an employee of the City, and is therefore not entitled to the benefits provided by the City to its employees, including, but not limited to, group health insurance, pension plans, or use of City-owned vehicles. The Consultant may practice his profession for others during those periods when not performing work under this agreement.

DATED THIS _____ DAY OF _____, 1981.

FOR CITY OF PORTLAND

By

(Commissioner-In-Charge)

By

(Auditor)

Approved as to Form
APPROVED AS TO FORM

Christopher P. Thomas

CITY ATTORNEY

FOR CONSULTANT

By

Lyle A. Stewart

(Lyle A. Stewart, AICP, Consultant's
Project Manager for Patterson and Stewart)

EXHIBIT "B"

STATEMENT OF WORK
AND INVOLVEMENT OF PARTICIPATING FIRMS

Pursuant to your RFP, this proposal addresses a Two-Stage Development Program:

Stage I consists of preparing a market analysis, establishing specific program objectives in concert with the Hollywood Development Program Advisory Committee (HDPAC) and developing a preliminary land use plan and implementation strategy for the Program area, based on findings of the market analysis and the program objectives.

Stage II services, if authorized, would consist of refinement of the preliminary development program and the preparation of a detailed land-use plan and implementation program.

We understand that if findings of the Stage I program suggest, a public action plan (program) is deemed to be inappropriate, then our Stage II services, as proposed, may not be initiated.

The following statement of work, outlines our approach to the specific tasks, principal persons responsible for the work, products and proposed schedule. If selected, we will meet with the client initially to refine the scope of work, schedule, products and contract terms to insure that they are acceptable to all parties involved.

Stage I - Development and Adoption of Preliminary Development Program

TASK A - MARKET ANALYSIS

Vicki Pflaumer would have lead responsibility for this task. Lyle Stewart would assist in the assessment of existing conditions - particularly an evaluation of the capability of existing buildings, facilities, and the infrastructure to physically adapt to market potential.

The market analysis will provide the City and Hollywood merchant/property owners with information which can be used to evaluate issues and the future development potentials. The following specific tasks would be performed in the scope of work.

1. Assessment of Existing Conditions - This task would describe the general business area including the size of establishments, vacancy rates, the type and amount of existing economic development, land and building values, parking and circulation, building conditions, etc.
2. Market Potential - The analysis of the market potential would include:
 - o A shopper attitude survey
 - o Identification of the primary trade area
 - o Analysis of the Hollywood neighborhood socio-economic characteristics of residents
 - o Correlation of neighborhood characteristics with market needs, preferences and consumer behavior.
 - o Evaluation of the demand for comparison, convenience, and specialty retail
 - o Evaluation of the demand for office space
 - o Evaluation of the demand for multi-family housing
3. Market Strengths and Weaknesses - Interviews with key business persons, local realtors, developers, lending institutions and community leaders would be conducted to identify major issues facing the Hollywood area as related to future development options. Such issues as market requirements, tenant availability, land assemblage, and competitive picture would be carefully evaluated.

The process and timing of this study is particularly optimum for Region West to perform the market analysis effectively within the established schedule. First, we are currently interviewing realtors and developers regarding planned projects in the Banfield Corridor as a subcontractor with Economics Research Associates. Secondly, we have just completed a socio-economic overview profile of the Hollywood area using the most current, comprehensive primary data available through R.L. Polk and Co. Third, we are acquainted with development possibilities and the intent of the transit-oriented commercial zoning through working with Lloyd Corporation to identify the market feasibility of various development options to the west of Hollywood neighborhood with similar zoning.

Product: A technical memoranda to identify the existing conditions, shopper attitude survey, identify existing trade areas, and the potential for commercial, offices, services, and multi-family housing.

TASK B: ESTABLISH PROGRAM OBJECTIVES

Vicki Pflaumer and Lyle Stewart would share responsibility for this task.

While the market analysis is in progress, the consultant team would hold a series of study sessions with the Hollywood Development Program Advisory Committee (HDPAC), Michael Fisher and other appropriate City staff persons. At such work sessions, we would listen to and seek an understanding of how both committee membership and staff persons perceive the Hollywood Area's unique role in the Region.

We would describe the Area, as we see it, in both market and physical terms. Such description will stress the Area's strengths and weaknesses in terms of its historic role and in respect to its new transit-related function.

In this context and in concert with the Committee (HDPAC) we would assist in the preparation of viable and attainable program objectives with which all concerned parties can agree and which will establish the basis and guiding principals for all subsequent physical and implementation planning.

Product: We will prepare memoranda and wall displays, using written and graphic media, which describe and explain the agreed program objectives. We believe the information should be available to HDPAC, staff and the consultant team while subsequent work proceeds. Also see Task E Report, wherein this material will be included.

TASK C: DEVELOP PRELIMINARY LAND USE PLAN

Lyle Stewart would assume lead responsibility for this Task. Vicki Pflaumer will assist in translating market potential and program objectives into spacial and physical relationships.

We would recommend a preliminary overall development boundary within which a series of overlay sub-boundaries would be described. Such sub-areas would delineate and describe, in preliminary form, such concerns as:

1. Functional use areas and their relationship to density, intensity and structural massing;
2. Areas, if any, which physically and legally qualify as potential redevelopment areas in conformity with provisions of the Oregon Urban Renewal law, (ORS 457);
3. The transit station area and other areas which may require public action;
4. Areas where vehicular, bicycle or pedestrian traffic should be encouraged and/or discouraged;
5. Areas in which only private action is deemed appropriate; and,
6. Such other areas of special concern which deserve and demand special attention.

We would incorporate into our preliminary plan the elements of your adopted street improvement program for the area. We would be available to discuss and contribute to the related design details of this project including: street furniture, landscaping, lighting, public and private graphics and the design and location of other people-pleasing amenities.

We would recommend both an on and off-street parking facilities by type and location, as such would be related to the Hollywood business community. Since the proposed Hollywood Transit Station is conceived as a bus transfer facility which is intended to interact with the regional light rail system, special attention

will be given to the siting and access to all parking facilities so that such parking does not serve a park-and-ride function to the detriment of needed parking for the business community.

Further, as the city develops its parking management plan for the Hollywood District, we would be available to discuss techniques, which we have employed in other similar circumstances to avoid all-day, on-street parking on residential streets in the vicinity of the transit station.

In conjunciton with the agreed program objectives, the market analysis and the preliminary land-use plan, we would prepare a preliminary phasing program for both private and public actions which should be considered to assure the most efficient and economic implementation of the Development Program within the shortest possible time frame.

Product: The preliminary land use and phasing plans including related over-lays and other drawings would be prepared and presented in sketch form. While the intent is not to be definitive in this stage of development planning, all plans will be professionally prepared using tested graphic and other communication techniques which will allow the viewer to comprehend the recommendations easily and accurately.

TASK D: IMPLEMENTATION ANALYSIS

Lyle Stewart would assume lead responsibility for this task. Vicki Pflaumer would test various implementation strategies and their effects on the Area's market potential.

The principal thrust of this Stage I planning program would be to describe the obstacles to private development in Hollywood and the articulation of strategies which could be used by the public sector to aid in the elimination of such obstacles.

Specifically, we would evaluate such development constraints as may exist within the Hollywood community which may include:

1. Public:

- o Adequacy of the area's infrastructure, including off-street parking, special lighting, landscaping, etc.;
- o Zoning or other development regulations.

2. Private:

- o Financial capability of local property owners to renew their properties without public participation;
- o Organization mechanisms to develop, merchandise, advertise and function as a cohesive shopping/office entity;
- o Capability of existing structures and facilities to compete with other nearby areas;
- o Inability to assemble small property ownerships into parcels of sufficient size and orientation to attract major supportive developments;
- o Limited knowledge of their market potential in terms of purchasing power, their shopper's desires, needs, and attitudes and future market options; and
- o Lack of shopper's amenities.

3. Such other public and private constraints as may be uncovered during the research phases of this program.

The consultant team would investigate and evaluate public sector actions which would appear to be in the best short and long-term interest of the Hollywood District and the total City.

Such public actions may include:

- o Establishing an urban renewal project with provision for tax increment financing;
- o Using funding and special programs available through the City's Community Development Block Grant Program;
- o Small Business Administration loans;
- o Local Improvement District project leveraged with other public and private funding sources;
- o Parking Assessment District(s);
- o Parking Revenue Bond potential;

- o City Capital Improvement Projects;
- o Economic Development Administration programs;
- o HUD's Urban Development Action Grant (UDAG) program; and
- o Special Development Standards, with incentives to encourage a mix of new transit/business supportive uses.

The Consultant Team would investigate and evaluate private sector actions which appear to be feasible and in the District's and City's best short and long-term interests. Such private actions may include:

- o Building on the unique name/place identity of the Hollywood District;
- o Organize a development consortium of local businesses, property owners, and investors – pooling resources for greater strength;
- o Implement several unique, regionally attractive, speciality retail and related use centers – i.e. the area's growing musical instrument stores;
- o Develop an area-wide theme and follow through with architectural, graphic, color, texture, landscaping and other visually identifying details; and
- o Expand the area's retail-office-high density housing inventory consistent with market potential by creating a locally, action-oriented environment which will attract outside investment capital.

Product: We would prepare a technical memoranda using written and graphic media, which would recommend a variety of appropriate and acceptable District supportive implementation strategies.

TASK E: PRELIMINARY DEVELOPMENT PROGRAM

Vicki Pflaumer and Lyle Stewart would share responsibility for this task.

This task brings together all Stage I Tasks proposed for the Hollywood Development Program study. The Consultant Team would

consolidate and summarize the results of Tasks A, B, C, and D, described above into a report for consideration and ultimate adopted by the Development Commission, Planning Commission and City Council.

Specifically, in appropriate written and graphic form, the report would deal with:

- o Statement of market potential and their relationship to the Hollywood Business District and the Hollywood Transit Station;
- o The agreed upon program objectives;
- o The preliminary land use plan and appropriate related sketches; and
- o The implementation strategies, including, if appropriate a preliminary urban renewal and tax increment financing plan.

We would provide the City with 50 copies of such report together with all original "camera ready" pages, maps, plans, diagrams and other drawings which were developed as a part of the Stage I program.

Stage II - Refinement of the Preliminary Development Program

If authorized to proceed, we would provide Stage II services as herein stated. All services provided by the Consultant Team would be consistent with the agreed (and perhaps refined) program objectives and with the findings of the market analysis.

TASK A: REFINEMENT AND JUSTIFICATION OF THE AREA'S DEVELOPMENT BOUNDARY

The Development Plan Boundary could conceivably contain two (2) parts:

- o A boundary in which public involvement would be significant - i.e. urban renewal, and
- o A boundary in which public involvement would be limited.

TASK B: URBAN DESIGN PLAN

We would prepare an Urban Design Plan for the Development Plan Area. Such a plan would build on the Preliminary Plan prepared in Stage I and would include the following elements:

1. Sites and areas for renewal, rehabilitation and conservation;
2. Land use, densities, building intensities (described in terms of land coverage and floor area ratios), building massing, building-to-building relationships, building-to-open-space relationships;
3. Streets, bicycle ways, pedestrian ways, parking facilities utility modifications; and
4. Landscaping, street furniture, graphics, lighting and an area design theme.

TASK C: ACTION PLAN

We would prepare an action plan describing a coordinated variety of public and private actions which HDPAC and city officials agree are appropriate. Such actions could include:

1. Public Actions
 - a. If appropriate, we would prepare an Urban Renewal Plan and Report on the Urban Renewal Plan consistent with provisions of Oregon's Urban Renewal Law (ORS 457) and ready for official adoption;
 - b. We would prepare an estimate of potential tax increment proceeds which could be expected to be generated within the development area;
 - c. Using tax increment proceed estimates, leveraged with other potentially available "public" funds, we would prepare an itemized list of recommended public improvements - including construction cost estimates. Such public improvements could include: streets, bicycle ways, pedestrian ways, on and off-street parking facilities and structures, utility modifications, street furniture, night lighting, public graphics and landscaping.
 - d. We would discuss proposed administrative, management and organizational structures with appropriate City officials and recommend a management program, with duties, functions and actions described to implement the development program;

- e. We would prepare a series of land-use and design controls, with appropriate incentives and standards, to aid in the implementation of the development program;
- f. We would list and explain potentially available federal, state, county and city programs which could be available to be leveraged with the funding and financing element of other public and private programs;
- g. As a part of the renewal plan and report described under item 1 of this Task C, we would describe the relocation load which may be incurred and the methods for relocating displaced businesses and/or households;
- h. We would also discuss and describe procedures and policies for establishing Local Improvement Districts and for establishing revenue bonding programs.

2. Private Actions

- a. We would identify private sector roles including those of local business associations, property owners, developers, lenders and local service clubs;
- b. Having coordinated potential development projects of significance with HDPAC, we would describe phasing, cooperation agreements, and the role the City could play in implementing such projects.

3. Scheduling

To maximize funding and to develop a program which can be realized in the shortest possible time, we would prepare a recommended schedule of public and private actions which would be in the District's and the City's best interest.

Such scheduling would be based on physical need, available funding (and cash flow), and priorities determined to best meet the agreed objectives of this Development Program.

4. Product

We would prepare a report summarizing the Urban Design Plan, the Action Plans (implementation programs), and scheduling of the several public and private actions. We would provide the City with 50 printed copies of such report and with the "camera-ready" pages for further use and disposition.

Further, we will prepare a series of wall graphic in color which will describe the basic material contained in the above described report.

PRELIMINARY SCHEDULE

PRELIMINARY WORK SCHEDULE

The following work schedule is suggested. Such schedule could be revised and finalized in the first two weeks of the program.

Stage I

<u>TASK</u>	<u>START</u>	<u>COMPLETE</u>
A	March 9	May 4
HDPAC/STAFF MEETING	March 23	
HDPAC/STAFF MEETING	April 13	
B	March 23	April 13
C	April 6	May 11
HDPAC/STAFF MEETING	May 11	
D	April 13	May 18
HDPAC/STAFF MEETING	May 18	
E	May 18	June 5
HDPAC/STAFF MEETING	June 8	
PDC MEETING PLANNING COMMISSION CITY COUNCIL	July	

Stage II

<u>TASK</u>	<u>START</u>	<u>COMPLETE</u>
REVIEW MEETING	August 10	
A	August 10	August 17
B	August 17	Sept. 21
REVIEW MEETING	August 31	
C	Sept. 14	October 26
REVIEW MEETING	Sept. 21	
REVIEW MEETING	Oct. 12	
HEARINGS	November/ December	

10/1/80

ORDINANCE NO. **151336**

An Ordinance authorizing an agreement between the City of Portland, Bureau of Planning, and Patterson and Stewart, a consulting firm, in the amount of \$40,000 for the Hollywood Development Program Study, authorizing the drawing and delivery of warrants, and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

1. The Council, by Resolution No. 32460, adopted a transportation plan for the Hollywood Business District which will improve traffic, transit, and pedestrian facilities in the area.
2. The Council, by Resolution No. 32460, adopted a light rail station at NE 42nd Avenue and NE Halsey Street to encourage new development on underused sites in Hollywood.
3. The Hollywood Boosters have requested City support for future development in the Hollywood District in conjunction with the planned Banfield Light Rail project.
4. The Hollywood Development Program Study would examine the feasibility of development near the transit station, and in cooperation with the Hollywood Boosters, would recommend appropriate actions for possible Council action.
5. The Council, by Ordinance No. 150268, authorized the acceptance of a two year, \$287,966 U.S. Department of Transportation Urban Mass Transit Association Grant from Tri-Met to prepare detailed plans for each of the 14 Banfield transit stations within the City of Portland, increased resources and requirements in the Federal Grants and General Funds by \$173,451, and amended the Bureau of Planning 1980-1981 budget.
6. The UMTA grant would fund a \$40,000 consultant effort to accomplish the Hollywood Development Program Study.
7. A Consultant Selection Committee, representing the Bureau of Planning, Housing and Community Development, Portland Development Commission, and the Hollywood Boosters, unanimously recommends Patterson and Stewart to accomplish the Hollywood Development Program Study.

NOW, THEREFORE, the Council directs:

- a. The Commissioner-in-Charge and the City Auditor are hereby authorized to enter into an agreement with Patterson and Stewart, 45 Hawthorne Street, Medford, Oregon 97501, in the amount of \$40,000, according to the agreement attached hereto as Exhibit "A" and by this reference made a part hereof.

ORDINANCE No.


- b. The Commissioner-in-Charge and the City Auditor are hereby authorized to draw and deliver warrants not exceeding \$40,000 chargeable to the Bureau of Planning, BUC No. 51249003/4210, payable to Patterson and Stewart pursuant to the terms and conditions of the attached Exhibit "A".

Section 2. The Council declares that an emergency exists because delay of the agreement described above could be detrimental to the effective and timely process established between the Hollywood Community, the City of Portland, and the other jurisdictions involved in this regional project, therefore, this Ordinance shall be in force and effect from and after its passage by the Council.

Passed by the Council, APR 1 1981

Commissioner Mildred Schwab
M. Fisher/lb
March 9, 1981

Attest:


Auditor of the City of Portland

1018

~~898~~

Calendar No. ~~797~~

ORDINANCE No. 151336

Title

An Ordinance authorizing an agreement between the City of Portland, Bureau of Planning, and Patterson and Stewart, a consulting firm, in the amount of \$40,000 for the Hollywood Development Program Study, authorizing the drawing and delivery of warrants, and declaring an emergency.

MAR 18 1981

CONTINUED TO MAR 25 1981

MAR 25 1981

CONTINUED TO APR 1 1981

THE COMMISSIONERS VOTED AS FOLLOWS:		
	Yeas	Nays
Jordan	1	
Lindberg	1	
Schwab	1	
Ivancie	1	

FOUR-FIFTHS CALENDAR	
Jordan	
Lindberg	
Schwab	
Ivancie	

INTRODUCED BY
Commissioner Mildred Schwab

NOTED BY THE COMMISSIONER
Affairs <i>[Signature]</i>
Finance and Administration
Safety
Utilities
Works

BUREAU APPROVAL	
Bureau:	
Bureau of Planning	
Prepared By: M. Fisher/lb	Date: 3/9/81
Budget Impact Review:	
<input checked="" type="checkbox"/> Completed <input type="checkbox"/> Not required	
Bureau Head:	Terry Sandblast Acting Director

CALENDAR	
Consent	Regular XX

NOTED BY
City Attorney
City Auditor
City Engineer

Filed MAR 12 1981

GEORGE YERKOVICH

Auditor of the CITY OF PORTLAND

By: *Gordon Crall*
Deputy