



DOWNTOWN URBAN RENEWAL ADVISORY COMMITTEE

Redmond Fire Station, 341 Dogwood Avenue

Monday, August 18, 2008

6:00 – 7:00 PM

Agenda

		MEETING OBJECTIVES	
		<ul style="list-style-type: none"> Review of Business Development Services Contract with Redmond Downtown Partnership 	
DURAC MEMBERS		TIME	ITEM
Margie Sellers Chair		6:00 PM	CALL TO ORDER / INTRODUCTIONS
Krista Beale Vice-Chair		6:02 PM	DURAC CONSENT AGENDA
			A. June 9, 2008 Meeting Minutes (<i>Exhibit A</i>)
Chris Bridges		6:05 PM	DISCUSSION ITEMS
Craig Ladkin			A. Review of Business Development Services Contract with Redmond Downtown Partnership (<i>Exhibit B</i>)
Marty McNamee			
Lawrence Schechter		6:45 PM	LIAISON COMMENTS
Sheryl Smith			CITIZEN COMMENTS
Rachel Winkler			STAFF COMMENTS
Jean Wood		7:00 PM	ADJOURN

*Please note that these documents are also available on the City's website www.ci.redmond.or.us; click on Departments, Community Development, Planning Division, DURAC (under the Urban Renewal box at the bottom). You may also request a copy at City Hall from Heather Richards 923-7756 or Sandy Manns 923-7758.

Anyone needing accommodation to participate in the meeting must notify Mike Viegas, ADA Coordinator, at least 48 hours in advance of the meeting at 504-3032, or through the Telecommunications Relay Service (TRS) which enables people who have difficulty hearing or speaking in the telephone to communicate to standard voice telephone users. If anyone needs Telecommunications Device for the Deaf (TDD) or Speech To Speech (STS) assistance, please use one of the following TRS numbers: 1-800-735-2900 (voice or text), 1-877-735-7525 (STS English) or 1-800-735-3896 (STS Spanish). The City of Redmond does not discriminate on the basis of disability status in the admission or access to, or treatment, or employment in, its programs or activities



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DOWNTOWN URBAN RENEWAL ADVISORY COMMITTEE
Meeting Minutes

Monday, June 9, 2008 5:00 PM
Redmond Fire Station Training Room

ADVISORY MEMBERS PRESENT: Chair Margie Sellers, Sheryl Smith, Craig Ladkin, Lawrence Schechter, Rachel Winkler, Jean Wood, Chris Bridges

CITY COUNCILORS PRESENT: Jack Nelson

REDMOND DOWNTOWN PARTNERSHIP: Camden King, President

CITY STAFF PRESENT: Heather Richards (Principal Economic Planner), Nick Lelack (Planning Director), Grant Wencel (Associate Planner)

OTHERS PRESENT: Ken Streider (phonetic -- Compass Commercial), Shirlee Evans (Northwest Canal Neighborhood), Scott Hammers (Redmond Spokesman)

(Scribe MD's Note: These minutes were created from an audio CD recording.)

CALL TO ORDER/INTRODUCTIONS

A quorum being present, Chair Sellers called the meeting to order at 5:08 PM.

DURAC CONSENT AGENDA

The May 12, 2008 minutes were not available from Staff; therefore, the consent agenda was deferred to a future meeting.

DISCUSSION ITEMS

Partner Updates –

Redmond Downtown Partnership

Camden King, President, gave an update on the Redmond Downtown Partnership brand launch scheduled for Downtown on August 16, 2008. The logo and tag line will be revealed to the community.

Redmond Chamber of Commerce

Chair Sellers passed out two flyers on behalf of Eric Sande (not present): Music on the Green and the Dignity Art Challenge.

Redmond Economic Development

Bud Prince was not present to give a partner update.

ACTION ITEMS

Downtown Urban Renewal Plan Analysis –

Principal Economic Planner Heather Richards informed DURAC that soon all funds allocated for DURAC will have been spent or committed to existing projects. There will be discussion about extending the life of DURAC, whether to bring new projects online and raise the cap on its budget, and whether to extend the advisory's geographical boundaries of responsibility, which can be extended by up to 100 acres.

The Staff Report includes discussion points and a recommendation to form a working committee to analyze the options and decide if and how to extend the life of DURAC and which projects to bring on line. This committee would meet monthly or bi-monthly depending on workload, would conclude, and then present the findings to DURAC in December 2008 or January 2009. The committee would be comprised of City Staff, two members from the Urban Renewal Agency, and three to four members of DURAC. There is no set date to extend; it will depend on how funds are expended. The approval of extension process is lengthy and needs to be started now.

Ms. Winkler made a motion to appoint Craig Ladkin, Sheryl Smith, and Lawrence Schechter to a committee that will work with City Staff and the Urban Renewal Agency board members on drafting a recommendation on whether or not to extend the Downtown Urban Renewal Plan; Mr. Bridges (*please confirm – identified by voice only*) seconded the motion. The motion passed unanimously.

Frank and Josephine Redmond Linear Park Project –

Northwest Canal Neighborhood spokesperson Shirlee Evans presented pictures and figures estimating costs for several footpath surface materials. A five foot concrete sidewalk would cost approximately \$57,000; however, this option does not meet trail standards. In all likelihood, it would comply with ADA standards with some extensive grading. A ten foot wide concrete sidewalk would cost \$113,000, which meets City standards but is not a sports trail. The same gradation issues would apply to this option. The benefit of concrete is its 20-year life span. A ten foot wide asphalt trail is estimated at \$49,400. This would have a shorter lifespan or 10 years. Fluctuating asphalt prices would mean this cost is unlikely to be the actual price. A ten foot gravel path with weed barrier is estimated at \$32,000. It is not ADA compliant but is more of a sport trail and does comply with City standards for a multi-use trail. A six foot wide naturally hardened path would be the least expensive option, would not be ADA compliant, would be the most sports oriented, and would require yearly labor intensive maintenance.

Ms. Evans also presented a plan to include a second ADA compliant trail parallel with the sports trail. This would take advantage of existing sidewalk by adding or improving 1200 feet of concrete and adding nine curb cuts. The cost would be about \$36,000. ADA compliance is not required on all City trails, but Ms. Evans feels it would be beneficial to make the trail accessible to as many users as possible.

Landscaping using native plants would cost approximately \$25,000. Existing water lines make irrigation easily available. City engineers should be able to design the landscaping plans if the project is kept below \$75,000.

There was inquiry about a red substance that is often used for tracks, suggesting it might be a good material to investigate, and might be able to facilitate both sports use and wheelchair use. The name of the substance is unknown, but several DURAC members expressed favorable experiences with the material. It was suggested to run curbs on either side of the substance. There was discussion about using staked two by six boards to create curbs along the trail instead of poured concrete, which is expensive. This would make maintenance inexpensive. There was discussion about including minimum two year maintenance in the development contract.

It was suggested to only make a portion of the path ADA compliant. The most likely location would be near the actual home site of Frank and Josephine Redmond, where there is a parking lot. Ms. Smith inquired about whose responsibility it is to finish the sidewalk running parallel to the trail; the property owner is responsible. The other option is for DURAC to adopt the project as an urban renewal project. Ms. Smith also inquired if the neighborhood association had a preference of materials they would like to recommend. The association's goal is to supply DURAC with information to make a recommendation.

It was suggested that Ms. Evans do additional research into path materials, trail curb options, and costs for developing a sufficient foundation for the trail. Ms. Evans inquired if \$75,000 was the budget to work within.

There was discussion to keep the total project costs under \$75,000. Chair Sellers expressed her support of creating a simple, inexpensive trail with potential to be upgraded in the future. There was discussion about the probable uses of this pathway. Ms. Evans stated she expects that it will be used for transportation as well as recreation. She also commented that the reroute has no sidewalks, and this walking trail and others like it could help mediate that lack.

Ms. Evans clarified that the initial plans to put in a gravel trail and use \$23,000 of DURAC funds plus money from other City departments, putting the entire project that falls within the Urban Renewal boundary under the jurisdiction of DURAC and increasing the budget requirements.

Ms. Richards suggested that Ms. Evans meet with the Parks Commission to discuss materials preferences. Chair Sellers inquired what Parks Commission expectations of path usage were. The TSP has the trail designated as a transportation corridor. The parks plan lists it as a recreational multi-use path. The overall goal is for the path to serve as many users as possible, including bicycle riders. DURAC's goal with the trail is to make it easy for people to use it to get Downtown. Mr. Bridges asked if the trail was required to be ten feet wide to meet City standards for a multi-use trail, and commented that ten feet would be his preference. Other DURAC members agreed this would justify using DURAC dollars for the project, and make it safer for simultaneous bike and pedestrian traffic. Ms. Richards commented that she would meet with the Engineering Department to discuss the City standards.

Ms. Evans and City Staff will compile the requested information and forward it via email to DURAC. They can either take an email vote or wait until the next meeting to make a decision on whether or not to adopt and fund the Frank and Josephine Redmond Linear Park Project.

PROJECT UPDATES

5th and 6th Street Improvement Project –

Ms. Richards confirmed that the streets cannot be improved or changed without the loss of some parking spaces. A survey is being sent out to business owners.

City Hall/Centennial Park Project –

The Steering Committee toured several Oregon communities with similar situations. The current plan is to do site and design review by July 1, 2008 and start the public review process after that. Prior to the site and design review, the Steering Committee will meet with the stakeholders' advisory group. The date for that meeting and the review has not been finalized.

There was discussion about whether there will be parking under the park. This is still on the table, but planning is moving away from that option. The Parking Committee has not met because they are waiting for final word on parking underneath the park. At least two business owners have been included in the Committee.

Reroute Gateway Project –

The Reroute Gateway Project will not be sent to an outside consultant for reworking. Associate Planner Grant Wencel has a background in landscape architecture and he will be downsizing the project. It will be presented again to DURAC when those changes have been made. The choice was made to keep the project in-house instead of outsourcing it, as recommended by DURAC, because it was decided that there was sufficient expertise available within the City Staff to make the needed changes, thus saving money.

C2 Zone Amendments and Downtown Overlay Project –

Ms. Richards recapped the presentation given to the Planning Commission by Mr. Schechter and his team on potential superblock development. PDFs of the tour are posted on the City Web site homepage. The

Planning Commission is discussing whether to pull out individual parts of the Code and move those on to City Council for approval or to forward the whole project at one time. No new material will be presented at the June 16, 2008 Planning Commission meeting. Mr. Lelack informed DURAC that there had been many changes to the signage code. Staff is available for further discussion on that topic.

CITIZEN COMMENTS (None)

STAFF COMMENTS (None)

ADJOURN

Chair Sellers adjourned the meeting at 6:24 PM.

APPROVED by the Downtown Urban Renewal Advisory Committee and SIGNED by me this _____ day of _____ 2008.

ATTEST:

Margie Sellers, Chair

Heather Richards, Principal Economic Planner



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STAFF REPORT – EXHIBIT B

DATE: August 18, 2008
TO: Downtown Urban Renewal Advisory Committee
THROUGH: Mike Patterson, City Manager
Jim Hendryx, Assistant City Manager
Nick Lelack, Planning Director
FROM: Heather Richards, Principal Economic Planner
SUBJECT: Business Development Services Contract with Redmond Downtown Partnership

REPORT IN BRIEF:

On July 8, 2008, the Redmond Urban Renewal Agency (URA) voted to approve funding \$110,000 in Fiscal Year 2008/2009 to contract with Redmond Downtown Partnership (RDP) to provide Business Development Services as outlined in the 2006 Downtown Action Plan Update. Attached are a draft copy of the Personal Services Contract and its attachments, as well as a copy of the Business Development Services Action Plan Matrix from the 2006 Downtown Action Plan Update.

BACKGROUND:

On October 25, 2005, the URA voted to contribute \$50,000 to RDP for a period of two years to fund the staff position of a Downtown Manager. This amount was provided to RDP in Fiscal Years 2006-2007 and 2007-2008.

On March 10, 2008, RDP submitted a request to the Downtown Urban Renewal Advisory Committee (DURAC) for \$568,500 (\$113,700 over five years) for consideration. This request was based on the costs of implementing all of the items in the 2006 Downtown Action Plan Update assigned to RDP as part of the City of Redmond's (City) downtown Redmond revitalization strategy.

RDP's primary role in the 2006 Action Plan Update focuses on Business Development Services divided into four key strategies:

- 1) Product Readiness
- 2) Customer Attraction and Expansion
- 3) Business Retention and Expansion
- 4) Business Attraction

DURAC asked RDP to work with urban renewal staff and prioritize the 2006 Downtown Action Plan Update strategies in an effort to focus their funding request.

With that in mind, RDP submitted a revised request on April 6, 2008 for \$270,281 – \$320,381 over a period of three years. This request was for funding the Executive Director's position as a downtown Ombudsman, a branding campaign for downtown, marketing collateral for downtown and RDP, and a business assistance program.

Subsequently, staff and RDP's executive director and board members met and developed an alternative funding recommendation for the URA to consider, based on prioritizing the strategies of the 2006 Downtown Action Plan Update and the objectives of the Downtown Urban Renewal Plan, with a focus on providing funds for personnel to implement the programs outlined in Strategies 1 – Product Readiness, Strategy 3 – Business Retention and Expansion, and Strategy 4 – Business Attraction, as well as the additional expenses associated with selected product outlined in Strategy 2 – Customer Attraction and Expansion,

On July 8, 2008, the URA voted to approve \$110,000 for Fiscal Year 2008 – 2009 for the following services:

Personnel:

\$50,000	Administrative development and implementation of all of the strategies outlined in the Business Development Services action plan matrix.
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Additional Product Costs:

\$20,000	Develop Marketing Collateral Materials (Action Plan Matrix 2.2)
\$10,000	Develop Collaborative Marketing Initiatives (Action Plan Matrix (2.3)
\$10,000	Shop Local Campaign (Action Plan Matrix 2.6)
\$20,000	Produce Regular Downtown Promotions / Events (Action Plan Matrix 2.5)

The Downtown Urban Renewal Plan was amended on July 22, 2008, adding the following project to the project list for \$110,000:

Business Development Services: “To address the marginal business vitality and significant vacancies in the Area, the Urban Renewal Plan establishes a Business Development Services program that will provide the funds necessary to develop and implement key business development strategies for successfully promoting and capitalizing on market opportunities to recruit new businesses, retain existing businesses, assist businesses with expansion needs, and attract and expand downtown Redmond’s customer base. The program design may include promotions, marketing, event development, business assistance programs, and other programs and products required to carry out renewal plan objectives.”

DISCUSSION:

Accountability, Data-Driven Performance Measurements and Deliverables: The contract was drafted with a built-in quarterly review process, defined by objectives, performance measurements, tasks and deliverables in order to provide accountability and focus to the contractual agreement with RDP.

Disbursement of Funds: Typically the URA and/or the City reimburse contractors for services performed. In that way the URA and/or the City can ensure that the product has been delivered to the satisfaction of the URA and/or the City prior to disbursement of funds. However, RDP is not in a capital position to front the costs of the product and programs that the URA is contracting with them to provide. Currently the contract is drafted to provide a retainer at the beginning of each quarter with the

remainder due upon delivery of services. Should this schedule of disbursements be recalculated to provide more retainer at the beginning of each quarter based on RDP's unique capital situation.

Selection of Customer Attraction and Expansion Product Funded: The URA reviewed the capital intensive product listed in Strategy #2 of the Business Development Services Action Plan Matrix and elected to fund only the product and programs that were capital dependent to implement and develop, such as marketing collateral, advertising campaigns and events. The URA felt that developing a new Downtown Redmond website could initially be produced in-house through a collaborative effort of city staff, RDP and other downtown stakeholders, and hosted on the websites of the City of Redmond, the Chamber of Commerce and RDP.

Contract as a Mechanism of RDP's Annual Budget: This contract represents those services and products that the URA felt it needed to contract with an outside agency to provide in implementing the Business Development Services portion of the 2006 Downtown Action Plan Update in Fiscal Year 2008-2009. It should not be viewed as the only funding mechanism for RDP and its programs. RDP has several other programs that it funds through business sponsorships and other funding mechanisms.

NEXT STEPS:

Authorization to sign the attached contract is currently scheduled for consideration by the URA at their meeting on Tuesday, August 19th, 2008, following the early morning workshop of the Redmond City Council at 6:45 AM.

PERSONAL SERVICES CONTRACT
Downtown Urban Renewal Plan Business Development Services

THIS AGREEMENT, made and entered into by and between the **AGENCY OF REDMOND'S URBAN RENEWAL AGENCY**, a municipal corporation of the state of Oregon, hereinafter referred to as "AGENCY", and **Redmond Downtown Partnership (RDP)**, operating as an independent contractor, hereinafter referred to as "CONTRACTOR".

W I T N E S S E T H:

The signing of this Agreement by AGENCY and CONTRACTOR authorizes Contractor to carry out and complete the services as described below in consideration of the mutual covenants set forth in this Agreement.

1. **Effective Date and Duration:** This Agreement is effective August 19, 2008. Except as otherwise provided in this agreement, this Agreement terminates at 11:59 p.m., June 30, 2009.
2. **Project:** Contractor's work will be limited to the projects described below. Work on any additional projects will require written authorization from AGENCY. Contractor will be working on Downtown Urban Renewal Plan Business Development Services, described in Attachment A.
3. **Scope of Services:** Contractor agrees to provide the following services:
 - 3.1 All services described in Attachment A.
 - 3.2 **Authority:** Contractor will direct all requests for staff assistance or AGENCY documents through the AGENCY's Manager or designate.
 - 3.3 **Supervision:** Under the direction of the AGENCY's Manager or designate for the AGENCY of Redmond.
 - 3.4 **Records:** Contractor shall maintain all of its records relating to the Scope of Services on a generally recognized accounting basis and allow AGENCY the opportunity to inspect and copy such records at a convenient place during normal business hours. All records shall be maintained by Contractor for three years after AGENCY makes final payment and all other pending matters between AGENCY and Contractor are closed.
 - 3.5 **Compliance with Laws:** Contractor shall comply with all federal, state and local laws and ordinances applicable to public contracts and the work to be performed under this Agreement.

- 3.6 Ownership of Documents: All documents, data or other work product produced by Contractor pursuant to this Agreement are the property of AGENCY. Contractor hereby conveys, transfers, and grants to AGENCY all rights of reproduction and the copyright to all such documents.

4. Restrictions:

- 4.1 Contractor shall make prompt payments as due to all persons supplying labor or materials to contractor for the work provided under this Agreement. Contractor shall not permit any lien or claim to be filed or prosecuted against AGENCY on account of any labor or material furnished. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor, services or material furnished to Contractor or a subcontractor in connection with this Agreement as such claim becomes due, AGENCY may pay such claim to the person furnishing the labor or material and charge the amount of the payment against funds due or to become due to contractor under this Agreement.
- 4.2 During the course of this Agreement Contractor may have access to confidential information of AGENCY and may participate in confidential discussions with AGENCY. Contractor shall not disclose confidential AGENCY information to any third party during the term of this Agreement or after its termination except as required by a court of competent jurisdiction or with the consent of AGENCY.
- ~~4.3 While this Agreement is in effect, Contractor shall not represent private developers, developing within the AGENCY of Redmond.~~

5. Fee for Services:

- 5.1 AGENCY shall pay Contractor \$110,000 based on the fee schedule established in Attachment A. Payments shall be made within 30 days of receipt of billing on a quarterly basis as described in Attachment A. Fee for the Services shall not exceed established fees on a quarterly basis in Attachment A and a total maximum of \$110,000. Contractor shall submit billing statements and/or invoices identifying the date, service and activity, prior to any fee disbursement after the initial advance fee described in Attachment A.
- 5.2 In the event that a dispute arises regarding Contractor's billing, AGENCY shall pay any amounts it agrees it owes and shall withhold payment of disputed amounts pending resolution of those disputes. Contractor shall provide any necessary documentation to support its billing to AGENCY.

- 6. Standard of Performance - Limited Warranty:** Contractor warrants that its findings, recommendations, specifications or professional advice provided hereunder will be prepared and presented in accordance with the local standards of the City of Redmond in effect at the time the Services are performed. Contractor makes no other warranty or representation, express or implied, and AGENCY accepts said limited warranty.

7. Insurance:

A. Insurance

Contractor shall obtain, at contractor's expense, and keep in effect during the term of this contract, Insurance as specified on Attachment "B".

B. Commercial Automobile Insurance

Contractor shall also obtain, at contractor's expense, and keep in effect during the term of this contract, "Symbol 1" Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$1,000,000.

C. Workers Compensation

The CONTRACTOR, its subcontractors, if any and all employers providing work, labor or materials under this Contract are **either** subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017 which requires them to provide workers' compensation coverage that satisfies Oregon Law for all their subject workers **or employers that are exempt under ORS 656.126**. Out-of-State employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Contractors who perform work without the assistance or labor of any employee need not to obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than \$500,000 each accident.

D. Cancellation Provisions:

There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage without 30 days written notice to the AGENCY of Redmond. Any failure to comply with this provision will not affect the insurance coverage provided to the AGENCY of Redmond. The 30 days notice of cancellation provision shall be physically endorsed on to the policy.

E. Insurance Carrier Acceptability:

Coverages provided by the contractor must be underwritten by an insurance company deemed acceptable by the AGENCY of Redmond. The AGENCY of Redmond reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

F. Evidence of Insurance:

As evidence of the insurance coverage required by this contract, the contractor shall furnish a Certificate of Insurance to the AGENCY of Redmond. No contract shall be affected until the required certificates have been received and approved by the AGENCY of Redmond. The certificate will specify and document all provisions within this contract. A renewal certificate will be sent to the AGENCY 10 days prior to coverage expiration.

- 8. Indemnification:** Contractor shall be responsible for any injury to persons or property caused directly or indirectly by reason of any activities by Contractor in the performance of the Agreement. Contractor agrees to indemnify and defend the AGENCY, its officers, agents and employees from all claims, actions, damages, costs, losses and expenses in any manner resulting from, arising out of, or connected with any such injury.
- 9. Independent Contractor:** Contractor, for the purpose of this Agreement, shall be considered an independent contractor. As an independent contractor, Contractor agrees as follows:
- 9.1 Contractor will be solely responsible for payment of Federal or State taxes required as a result of this Agreement;
 - 9.2 Contractor is not entitled to any benefits generally granted to AGENCY employees;
 - 9.3 Contractor is solely liable for any Workers Compensation coverage under this contract. If Contractor has the assistance of other persons in the performance of this contract, Contractor shall qualify and remain qualified for the term of this contract as a direct responsibility employer under Oregon Workers' Compensation law.
 - 9.4 Contractor shall comply with the requirements of a contractor under ORS 279.310 through ORS 279.320.
- 10. Non-Discrimination:** Contractor agrees that it shall not discriminate on the grounds of race, color, creed, national origin, sex, marital status, age, or disability in Contractor's performance of this Agreement.
- 11. Assignment:** Neither Contractor nor AGENCY may assign this Agreement without the prior written consent of the other. Contractor may, however, employ any other party or entity it deems necessary or proper for any part of the Services required to be performed by Contractor under the terms of this Agreement.
- 12. Termination:**
- 12.1 Either party may terminate this Agreement immediately in the event of a material breach by the other party to perform in accordance with the terms hereof. Written notice of the breach shall be provided to the other party, who shall have 10 days from the date notice is received to correct the breach. If the breach is not corrected, the agreement shall terminate at the end of the 10 day notice. If this Agreement terminates for Force Majeure, AGENCY shall pay Contractor for all Services previously authorized and performed before the termination date, including, if applicable, a prorated lump sum fee.

12.2. This Agreement may be terminated by either party without cause on 10 days written notice to the other party.

- 13. Force Majeure:** Neither party to this Agreement shall be liable to the other party for delays in performing the Services or for the direct or indirect cost resulting from such delays that may result from strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.
- 14. Notice:** Any notices required under this Agreement shall be effective when received at the following addresses:

Redmond's Urban Renewal Agency
City of Redmond
716 SW Evergreen
PO Box 726
Redmond, Oregon 97756

Contractor:
Redmond Downtown Partnership
PO Box 675
Redmond OR 97756

- 15. Waiver:** The failure to enforce any provision of this Agreement shall not constitute a waiver by AGENCY of that or any other provision.
- 16. Jurisdiction:** This Agreement is executed in Redmond, Oregon. Any litigation over this Agreement shall be governed by the Laws of the State of Oregon and shall be commenced in Deschutes County.
- 17. Severability:** If any term or provision of this Agreement is declared illegal or in conflict with any law by a court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- 18. Integration:** This Agreement constitutes the entire agreement between AGENCY and Contractor regarding the Services and supersedes all prior or contemporaneous oral or written representations or agreements. This Agreement shall not be modified except by a document signed by both parties and in writing.

IN WITNESS WHEREOF the parties hereto have cause this Agreement to be executed the day and year first above written.

REDMOND DOWNTOWN PARTNERSHIP

URBAN RENEWAL AGENCY

By:_____

By:_____

ATTEST:

Kelly Morse, AGENCY Recorder

Approved as to Form:

Steve Bryant, AGENCY Attorney

ATTACHMENT A
 City of Redmond's Urban Renewal Agency
 Downtown Urban Renewal Plan Business Development
 Scope of Services

The purpose of this Scope of Services is to define the objectives, performance measures and specific tasks to be completed by the Redmond Downtown Partnership as contractual services with the Redmond Urban Renewal Agency to help implement the 2006 Downtown Action Plan Update as it pertains to Business Development Services for the period July 1, 2008 – June 30, 2009. Redmond's Urban Renewal Agency may terminate this contract if such services are not rendered at the Agency Manager's discretion.

Quarter 1: July 1 – September 30, 2008

Objectives:

1. Complete and launch the downtown Redmond brand.
2. Market Downtown Redmond to local residents, Central Oregon residents, visitors and potential investors utilizing the new brand program.
3. Bring people downtown by participating in one event and sponsoring one event, which may include Redmond Revival on August 16 and the Brand Launch on September 12, 2008.
4. Initiate a Shop Local Campaign by utilizing "Downtown Dollars" as a teaser to invite local residents to explore downtown businesses.
5. Provide update to the Urban Renewal Board on how the Redmond Downtown Partnership is implementing the tasks assigned to it in the 2006 Downtown Action Plan Update.

Contractual Distribution of Funds:

Total Quarterly Downtown Urban Renewal District contribution (75% paid upon contract approval, 25% paid upon completion of services for first quarter only):

Personnel:	\$12,500
Brand Development:	\$10,000
Brand Launch:	\$10,000
Brand Business Spotlight:	\$ 2,500
Downtown Dollars:	\$ 2,500
<u>Events:</u>	<u>\$ 5,000</u>
TOTAL	\$42,500

Performance Measures:

1. Achievement of objectives above and tasks below for this quarter.
2. Successful completion of brand development and launch.
3. Develop and initiate implementation of Shop Local Campaign by utilizing a Downtown Dollars program as a teaser to bring as many people as possible to the downtown business community, providing a direct and measurable financial impact to businesses in the Downtown Urban Renewal District.

4. Highlight at least 5 different downtown businesses in at least 3 different outlets, at least one of which shall include the The Bulletin, The Redmond Spokesman, television or radio advertisements.

Tasks:

1.1 Finish Creation of a Brand Identity and Marketing Collateral Materials

- RDP to work with EveryIdea to complete the development of the downtown brand, including logos, tag lines, etc.
- RDP to include City Manager or City Manager's designate in the process to complete the development of the brand.
- RDP to meet with City Councilors individually or in groups up to two (2) times prior to the brand launch to share information about the brand and brand launch.

1.2 Implement Marketing Collateral Materials Using New Brand Identity

RDP shall lead the effort to promote a new downtown Redmond brand with public, private, and non-profit organizations. The promotions shall widely inform the public (Redmond and regional residents) about the new brand.

1.3 Develop Collaborative Marketing Initiatives – Brand Business Spotlight

RDP shall highlight at least 5 different downtown businesses in at least 3 different outlets, at least one of which shall include the The Bulletin, The Redmond Spokesman, television or radio advertisements

1.4 Shop Local Campaign – Downtown Dollars

RDP shall lead the effort and coordinate with Urban Renewal staff, to create and begin to implement a shop local campaign utilizing a "Downtown Dollars Program." The program shall be designed and implemented to bring as many people as possible downtown with a direct financial impact to downtown business owners and stakeholders with an infusion of cash. One-hundred percent (100%) of the Urban Renewal contribution for this activity shall be used for implementing the plan and shall not be used for personnel costs.

1.5 Produce Regular Downtown Promotions / Events

RDP shall participate in one event and sponsor a second event as indicated on the Events Schedule at the end of this Contract, including the following:

- RDP shall participate in the Redmond Revival festival on August 16, 2008 by assisting in the event by:
 - Promoting the event through its publications;
 - Preparing for the event in concert with other event organizers;
 - Actively assisting in the event's activities; and
 - Participating in the set-up and take-down;
- RDP shall sponsor and conduct the Redmond Downtown Brand Launch event. RDP shall be responsible for the following activities:
 - Coordinating all aspects of the event's preparations, participants, facilities, promotions, and activities.

1.6 Memorandum

RDP shall provide a memorandum no later than September 30, 2008 containing the following information:

- A summary of the organization's efforts to implement the 2006 Downtown Action Plan Update's action items assigned to it. Specifically, the memorandum shall discuss RDP's efforts between 2006 and the present on each of the following items, identifying tasks completed using data-driven performance measurables.

1) Product Readiness

- Establish a Property Improvement Team
- Inventory and Assess Vacant Properties
- Inventory and Assess Other Key Properties
- Contact Key Property Owners
- Prepare Game Plan for Priority Properties
- Prepare Property Fact Sheets
- Develop Downloadable Data
- Identify Property Improvements Incentives
- Organize Property Improvement Recognition Program

2.) Customer Attraction and Expansion

- Create a Brand Identity
- Create Marketing Collateral Materials
- Develop Collaborative Marketing Initiatives
- Develop Downtown Redmond Website
- Produce Regular Downtown Promotions
- Develop a Shop Local Campaign
- Target new Residents
- Expand Store Hours

3) Business Retention and Expansion

- Establish a Business Development Team
- Promote Opportunities
- Organize Business Assistance Program
- Assist Existing Businesses
- Respond to Business Owner Survey
- Relocation Assistance
- Business Recognition Program
- Business – to – Business Marketing Program

4) Business Attraction

- Focus on Downtown Vacancies
- Create Referral Network
- Cluster Retail in the Core Downtown Area
- Create a Business Ombudsman Position
- Develop Business Recruitment Campaign

- A summary of the organization's efforts to achieve the objectives, performance measures and tasks outlined for this quarter.

1.7 City Council / Urban Renewal Board Presentation

RDP to present a summary of the memorandum provided in 1.6 above to City Council / Urban Renewal Board at a publicly noticed meeting on October 14, 2008.

Quarter 2: October 1 – December 31, 2008

Objectives:

1. Bring people downtown by conducting four (4) events.
2. Market Downtown Redmond to local residents, Central Oregon residents, visitors and potential investors utilizing the new brand program.
3. Maintain a Shop Local Campaign by utilizing “Downtown Dollars” as a teaser to invite local residents to explore downtown businesses.
4. Provide update to the Urban Renewal Board on how the Redmond Downtown Partnership is implementing the tasks assigned to it in the 2006 Downtown Action Plan Update.

Contractual Distribution of Funds:

Total Quarterly Downtown Urban Renewal District contribution (50% paid on October 1, 2008 if the Performance Measures for Quarter 1 and Tasks 1.1 through 1.5 are delivered to the complete satisfaction of the City Manager; 50% paid upon delivery of services for this quarter).

Personnel:	\$12,500
Brand Business Spotlight:	\$ 2,500
Downtown Dollars:	\$ 2,500
<u>Events:</u>	<u>\$ 5,000</u>
TOTAL	\$22,500

Performance Measures:

1. Achievement of objectives above and tasks below for this quarter.
2. Successful completion of conducting four (4) events as described in the objectives above and described in Task 2.1 below.
3. Continued implementation of Shop Local Campaign by utilizing a Downtown Dollars program as a teaser to bring as many people as possible to the downtown business community, providing a direct and measurable financial impact to businesses in the Downtown Urban Renewal District.
4. Highlight at least 5 different downtown businesses in at least 3 different outlets, at least one of which shall include the The Bulletin, The Redmond Spokesman, television or radio advertisements.

Tasks:

2.1 Produce Regular Downtown Promotions / Events

RDP shall sponsor events as shown on the Events Schedule at the end of this Contract. One new event shall be designed and promoted to attract at least 1000 people downtown, and one new event shall be designed and promoted to bring at least 300 people downtown.

RDP shall be responsible for the following activities:

- Meeting, discussing, and gaining approval for each event with the City Manager and/or the City Manager’s designated staff at least 3 weeks prior to each event. This may

require meeting in a previous funding quarter if an event is planned early in the following quarter.

- Sponsoring an event means that RPD shall coordinate all aspects of the event's preparations, participants, facilities, promotions, and activities.

2.2 Develop Collaborative Marketing Initiatives - Brand Business Spotlight

RDP shall highlight at least 5 different downtown businesses in at least 3 different outlets, at least one of which shall include the The Bulletin, The Redmond Spokesman, television or radio advertisements.

2.3 Shop Local Campaign - Downtown Dollars Program

RDP shall lead the implementation of the Shop Local Campaign utilizing a "Downtown Dollars Program." The program shall be designed and implemented to bring as many people as possible downtown with a direct financial impact to downtown business owners and stakeholders with an infusion of cash. One-hundred percent (100%) of the Urban Renewal contribution for this activity shall be used for implementing the plan and shall not be used for personnel costs.

2.4 Memorandum

RDP shall provide a memorandum no later than December 19, 2008 containing the following information:

- A summary of the organization's efforts to implement the 2006 Downtown Action Plan Update's action items assigned to it. Specifically, the memorandum shall discuss RDP's efforts for the second quarter on each of the following items, identifying tasks with completed data-driven performance measurables. For uncompleted action items, the memorandum shall include a status report for the time and a timeframe for completion, or, as an alternative, a proposed revision to the adopted actions. The memorandum shall address each of the areas and action items below.

1) Product Readiness

- Establish a Property Improvement Team
- Inventory and Assess Vacant Properties
- Inventory and Assess Other Key Properties
- Contact Key Property Owners
- Prepare Game Plan for Priority Properties
- Prepare Property Fact Sheets
- Develop Downloadable Data
- Identify Property Improvements Incentives
- Organize Property Improvement Recognition Program

2.) Customer Attraction and Expansion

- Create a Brand Identity
- Create Marketing Collateral Materials
- Develop Collaborative Marketing Initiatives
- Develop Downtown Redmond Website
- Produce Regular Downtown Promotions
- Develop a Shop Local Campaign
- Target new Residents
- Expand Store Hours

- 3) Business Retention and Expansion
 - Establish a Business Development Team
 - Promote Opportunities
 - Organize Business Assistance Program
 - Assist Existing Businesses
 - Respond to Business Owner Survey
 - Relocation Assistance
 - Business Recognition Program
 - Business – to – Business Marketing Program

- 4) Business Attraction
 - Focus on Downtown Vacancies
 - Create Referral Network
 - Cluster Retail in the Core Downtown Area
 - Create a Business Ombudsman Position
 - Develop Business Recruitment Campaign

- A summary of the organization’s efforts to achieve the objectives, performance measures and tasks for this quarter.

2.5 City Council / Urban Renewal Board Presentation

RDP to present a summary of the memorandum provided in 2.4 above to City Council / Urban Renewal Board at a publicly noticed meeting at the first evening meeting in January 2009.

Quarter 3: January 1 – March 31, 2009

Objectives:

1. Bring people downtown by conducting two (2) events.
2. Market Downtown Redmond to local residents, Central Oregon residents, visitors and potential investors utilizing the new brand program.
3. Maintain a Shop Local Campaign by utilizing “Downtown Dollars” as a teaser to invite local residents to explore downtown businesses.
4. Provide update to the Urban Renewal Board on how the Redmond Downtown Partnership is implementing the tasks assigned to it in the 2006 Downtown Action Plan Update.

Contractual Distribution of Funds:

Total Quarterly Downtown Urban Renewal District contribution (50% paid on January 1, 2009 if the Performance Measures for Quarter 2 and Tasks 2.1 through 2.4 are delivered to the complete satisfaction of the City Manager; 50% paid upon delivery of services for this quarter).

Personnel:	\$12,500
Brand Business Spotlight:	\$ 2,500
Downtown Dollars:	\$ 2,500
<u>Events:</u>	<u>\$ 5,000</u>
TOTAL	\$22,500

Performance Measures:

1. Achievement of objectives above and tasks below for this quarter.
2. Successful completion of conducting two (2) events as described in the objectives above and described in Task 3.1 below.
3. Continued implementation of Shop Local Campaign by utilizing a Downtown Dollars program as a teaser to bring as many people as possible to the downtown business community, providing a direct and measurable financial impact to businesses in the Downtown Urban Renewal District.
4. Highlight at least 5 different downtown businesses in at least 3 different outlets, at least one of which shall include the The Bulletin, The Redmond Spokesman, television or radio advertisements.

Tasks:

3.1 Produce Regular Downtown Promotions / Events

RDP shall sponsor events as shown on the Events Schedule at the end of this Contract. One new event shall be designed and promoted to attract at least 1000 people downtown, and one new event shall be designed and promoted to bring at least 300 people downtown.

RDP shall be responsible for the following activities:

- Meeting, discussing, and gaining approval for each event with the City Manager and/or the City Manager’s designated staff at least 3 weeks prior to each event. This may require meeting in a previous funding quarter if an event is planned early in the following quarter.
- Sponsoring an event means that RPD shall coordinate all aspects of the event’s preparations, participants, facilities, promotions, and activities.

3.2 Develop Collaborative Marketing Initiatives - Brand Business Spotlight

RDP shall highlight at least 5 different downtown businesses in at least 3 different outlets, at least one of which shall include the The Bulletin, The Redmond Spokesman, television or radio advertisements

3.3 Shop Local Campaign - Downtown Dollars Program

RDP shall lead the implementation of the Shop Local Campaign utilizing a “Downtown Dollars Program.” The program shall be designed and implemented to bring as many people as possible downtown with a direct financial impact to downtown business owners and stakeholders with an infusion of cash. One-hundred percent (100%) of the Urban Renewal contribution for this activity shall be used for implementing the plan and shall not be used for personnel costs.

3.4 Memorandum

RDP shall provide a memorandum no later than 10 days prior to the second regularly scheduled City Council / Urban Renewal Board meeting in March 2009 containing the following information:

- A summary of the organization's efforts to implement the 2006 Downtown Action Plan Update's action items assigned to it. Specifically, the memorandum shall discuss RDP's efforts in the third quarter on each of the following items, identifying tasks completed with data-driven performance measurables.. For uncompleted action items, the memorandum shall include a status report for the time and a timeframe for completion. The memorandum shall address each of the areas and action items below.

1) Product Readiness

- Establish a Property Improvement Team
- Inventory and Assess Vacant Properties
- Inventory and Assess Other Key Properties
- Contact Key Property Owners
- Prepare Game Plan for Priority Properties
- Prepare Property Fact Sheets
- Develop Downloadable Data
- Identify Property Improvements Incentives
- Organize Property Improvement Recognition Program

2.) Customer Attraction and Expansion

- Create a Brand Identity
- Create Marketing Collateral Materials
- Develop Collaborative Marketing Initiatives
- Develop Downtown Redmond Website
- Produce Regular Downtown Promotions
- Develop a Shop Local Campaign
- Target new Residents
- Expand Store Hours

3) Business Retention and Expansion

- Establish a Business Development Team
- Promote Opportunities
- Organize Business Assistance Program
- Assist Existing Businesses
- Respond to Business Owner Survey
- Relocation Assistance
- Business Recognition Program
- Business – to – Business Marketing Program

4) Business Attraction

- Focus on Downtown Vacancies
- Create Referral Network
- Cluster Retail in the Core Downtown Area
- Create a Business Ombudsman Position
- Develop Business Recruitment Campaign

- A summary of the organization's efforts to achieve the objectives, performance measures and tasks for this quarter.

3.5 City Council / Urban Renewal Board Presentation

RDP to present a summary of the memorandum provided in 3.4 above to City Council / Urban Renewal Board at a publicly noticed meeting at the second regular meeting in March 2009.

Quarter 4: April 1 – June 30, 2009

Objectives:

1. Bring people downtown by conducting three (3) events.
2. Market Downtown Redmond to local residents, Central Oregon residents, visitors and potential investors utilizing the new brand program.
3. Maintain a Shop Local Campaign by utilizing “Downtown Dollars” as a teaser to invite local residents to explore downtown businesses.
4. Provide update to the Urban Renewal Board on how the Redmond Downtown Partnership is implementing the tasks assigned to it in the 2006 Downtown Action Plan Update, forecasting Fiscal Year 2009-2010.

Contractual Distribution of Funds:

Total Quarterly Downtown Urban Renewal District contribution (50% paid on April 1, 2009 if the Performance Measures for Quarter 3 and Tasks 3.1 through 3.4 are delivered to the complete satisfaction of the City Manager; 50% paid upon delivery of services for this quarter).

Personnel:	\$12,500
Brand Business Spotlight:	\$ 2,500
Downtown Dollars:	\$ 2,500
<u>Events:</u>	<u>\$ 5,000</u>
TOTAL	\$22,500

Performance Measures:

1. Achievement of objectives above and tasks below for this quarter.
2. Successful completion of conducting three (3) events as described in the objectives above and described in Task 4.1 below.
3. Continued implementation of Shop Local Campaign by utilizing a Downtown Dollars program as a teaser to bring as many people as possible to the downtown business community, providing a direct and measurable financial impact to businesses in the Downtown Urban Renewal District.
4. Highlight at least 5 different downtown businesses in at least 3 different outlets, at least one of which shall include the The Bulletin, The Redmond Spokesman, television or radio advertisements.
5. Adopted work plan and budget for Fiscal Year 2009-2010 by RDP and the Urban Renewal Board, following a recommendation by the Downtown Urban Renewal Advisory Committee.

Tasks:

4.1 Produce Regular Downtown Promotions / Events

RDP shall sponsor events as shown on the Events Schedule at the end of this Contract. One new event shall be designed and promoted to attract at least 1000 people downtown, and one new event shall be designed and promoted to bring at least 300 people downtown.

RDP shall be responsible for the following activities:

- Meeting, discussing, and gaining approval for each event with the City Manager and/or the City Manager's designated staff at least 3 weeks prior to each event. This may require meeting in a previous funding quarter if an event is planned early in the following quarter.
- Sponsoring an event means that RDP shall coordinate all aspects of the event's preparations, participants, facilities, promotions, and activities.

Develop Collaborative Marketing Initiatives - Brand Business Spotlight

RDP shall highlight at least 5 different downtown businesses in at least 3 different outlets, at least one of which shall include an advertisement in the The Bulletin and The Redmond Spokesman.

Shop Local Campaign - Downtown Dollars Program

RDP shall lead the implementation of the Shop Local Campaign utilizing a "Downtown Dollars Program." The program shall be designed and implemented to bring as many people as possible downtown with a direct financial impact to downtown business owners and stakeholders with an infusion of cash. One-hundred percent (100%) of the Urban Renewal contribution for this activity shall be used for implementing the plan and shall not be used for personnel costs.

Memorandum

RDP shall provide a memorandum no later than 10 days prior to the second regularly scheduled City Council / Urban Renewal Board meeting in June 2009 containing the following information:

- A summary of the organization's efforts to implement the 2006 Downtown Action Plan Update's action items assigned to it. Specifically, the memorandum shall discuss RDP's efforts for this quarter on each of the following items, identifying tasks completed with data-driven performance measurables. For uncompleted action items, the memorandum shall include a status report for the time and a timeframe for completion. The memorandum shall address each of the areas and action items below.

1) Product Readiness

- Establish a Property Improvement Team
- Inventory and Assess Vacant Properties
- Inventory and Assess Other Key Properties
- Contact Key Property Owners
- Prepare Game Plan for Priority Properties
- Prepare Property Fact Sheets
- Develop Downloadable Data
- Identify Property Improvements Incentives
- Organize Property Improvement Recognition Program

2.) Customer Attraction and Expansion

- Create a Brand Identity
- Create Marketing Collateral Materials
- Develop Collaborative Marketing Initiatives
- Develop Downtown Redmond Website
- Produce Regular Downtown Promotions
- Develop a Shop Local Campaign

Target new Residents
Expand Store Hours

- 3) Business Retention and Expansion
 - Establish a Business Development Team
 - Promote Opportunities
 - Organize Business Assistance Program
 - Assist Existing Businesses
 - Respond to Business Owner Survey
 - Relocation Assistance
 - Business Recognition Program
 - Business – to – Business Marketing Program

- 4) Business Attraction
 - Focus on Downtown Vacancies
 - Create Referral Network
 - Cluster Retail in the Core Downtown Area
 - Create a Business Ombudsman Position
 - Develop Business Recruitment Campaign

- A summary of the organization's efforts to achieve the objectives, performance measures and tasks for this quarter.

City Council / Urban Renewal Board Presentation

RDP to present a summary of the memorandum provided in 4.4 above to City Council / Urban Renewal Board at a publicly noticed meeting at the second regular meeting in June 2009.

Fee Schedule

Service	Amount
Personnel	\$50,000
Marketing Downtown Redmond and Businesses	\$40,000
Events / Activities to Bring Potential Customers Downtown	\$20,000
TOTAL	\$110,000

Quarterly Payments	Amount
First Quarter (July 1 – September 30, 2008)	
August 2008	\$31,875
October 2008 (upon completion of services)	\$10,625
Total First Quarter Payment	\$42,500
Second Quarter (October 1 – December 31, 2008)	
October 2008	\$11,250
January 2009 (upon completion of services)	\$11,250
Total Second Quarter Payment	\$22,500
Third Quarter (January 1 – March 31, 2009)	
January 2009	\$11,250
March/April 2009 (upon completion of services)	\$11,250
Total Third Quarter Payment	\$22,500
Fourth Quarter (April 1 – June 30, 2009)	
April 2009	\$11,250
June/July 2009 (upon completion of services)	\$11,250
Total Fourth Quarter Payment	\$22,500
TOTAL FEES FOR SERVICE	\$110,000

Total Monthly Payments (assumes services are completed)	Amount
August 2008	\$31,875
October 2008	\$21,875
January 2009	\$22,500
March/April 2009	\$22,500
June/July 2009	\$11,500
TOTAL FEES FOR SERVICE	\$110,000

Event Schedule

Event	Quarter	Sponsor/Participate
Redmond Revival	First	Participate
Brand Launch	First	Sponsor
Halloween Trick or Treat	Second	Sponsor
Holiday Village	Second	Sponsor
New Event	Second	Sponsor
New Event	Second	Sponsor
New Event	Third	Sponsor
New Event	Third	Sponsor
New Event	Third	Sponsor
New Event	Third	Sponsor
Walk the Art Beat	Fourth	Sponsor
New Event	Fourth	Sponsor
New Event	Fourth	Sponsor
New Event	Fourth	Sponsor
New Event	Fourth	Sponsor

BUSINESS DEVELOPMENT



Strategy 1	Product Readiness					Timeline			Timeline				
1.1	Action	Project Lead	Partners	Funding	Priority	2006-09			2010-2013				
Form Property Improvement Team	This group includes RDP and City representatives to manage the tasks outlined below.	RDP	City		H	●							
1.2	Action	Project Lead	Partners	Funding	Priority	2006-09			2010-2013				
Inventory and Assess Vacant Properties	Inventory vacant properties to determine which are ready for occupants.	RDP	Chamber COCC		H	●							
1.3	Action	Project Lead	Partners	Funding	Priority	2006-09			2010-2013				
Inventory and Assess Other Key Properties	Inventory properties where a change in occupancy is desirable. Assess whether a change in tenant can be made.	RDP	Chamber COCC		H	●							
1.4	Action	Project Lead	Partners	Funding	Priority	2006-09			2010-2013				
Contact Key Property Owners	Identify key property owners and begin a dialogue about property improvements and tenants.	RDP	Chamber COCC		H	●							
1.5	Action	Project Lead	Partners	Funding	Priority	2006-09			2010-2013				
Prepare Game Plan for Priority Properties	Identify a select number of properties, in cooperation with owners, for improvement.	RDP	RURA City of Redmond		H	●							
1.6	Action	Project Lead	Partners	Funding	Priority	2006-09			2010-2013				
Prepare Property Fact Sheets	From item 1.1 through 1.5 above, prepare property marketing sheets.	RDP	Chamber		H	●							
1.7	Action	Project Lead	Partners	Funding	Priority	2006-09			2010-2013				
Develop Downloadable Data	Maps, leading downtown businesses, marketplace data and other opportunities will be available on the web.	RDP	Chamber		H	●							
1.8	Action	Project Lead	Partners	Funding	Priority	2006-09			2010-2013				
Identify Property Improvement Incentives	Assist property owners to identify the best incentives available from the Redevelopment Tool Kit.	RDP	Chamber		H	●							
1.9	Action	Project Lead	Partners	Funding	Priority	2006-09			2010-2013				
Organize Property Improvement Recognition Program	Formally recognize property owners who reinvest and make positive improvements.	RDP	Chamber		H	●							

BUSINESS DEVELOPMENT (cont)										
Strategy 2	Customer Attraction and Expansion					Timeline		Timeline		
2.1	Action	Project Lead	Partners	Funding	Priority	2006-09		2010-13		
Create a Brand Identity	Lead the effort to develop a brand identity for downtown Redmond to be incorporated into marketing materials.	RDP	Downtown Stakeholders		H	●				
2.2	Action	Project Lead	Partners	Funding	Priority	2006-09		2010-13		
Create Marketing Collateral Materials	Prepare a mix of marketing and promotional materials.	RDP	Chamber Expo Center Eagle Crest COVA		H	●	☞			
2.3	Action	Project Lead	Partners	Funding	Priority	2006-09		2010-13		
Develop and Collaborative Marketing Initiatives	Facilitate cooperative marketing projects.	RDP	Chamber Expo Center Eagle Crest COVA		H	●	☞			
2.4	Action	Project Lead	Partners	Funding	Priority	2006-09		2010-13		
Develop Downtown Redmond Website	Develop a website specific to downtown that communicates its identity to businesses, residents and visitors.	RDP	Chamber		H	☞				
2.5	Action	Project Lead	Partners	Funding	Priority	2006-09		2010-13		
Produce Regular Downtown Promotions	Work to organize one downtown promotion per month. These will vary from visitor promotions to community-wide activities.	RDP	Chamber		H	●				
2.6	Action	Project Lead	Partners	Funding	Priority	2006-09		2010-13		
Develop a Shop Local Campaign	Educate local residents and businesses about the value of shopping locally. Provide incentives and track the results.	RDP	City of Redmond Chamber		H	●				
2.7	Action	Project Lead	Partners	Funding	Priority	2006-09		2010-13		
Target New Residents	Redmond's housing expansion is an opportunity to grow a loyal customer base. Marketing and welcome campaigns will target new residents.	RDP	City of Redmond Chamber Redmond Economic Dev.		H	☞				
2.8	Action	Project Lead	Partners	Funding	Priority	2006-09		2010-13		
Expand Store Hours	As the number of downtown shops grows, consistent business hours will be agreed to and promoted.	RDP	City of Redmond Chamber Redmond Economic Dev.		H	☞				

BUSINESS DEVELOPMENT (cont)													
Strategy 3	Business Retention and Expansion					Timeline			Timeline				
3.1	Action	Project Lead	Partners	Funding	Priority	2006-09			2010-2013				
Establish a Business Development Team	Create a Business Development Team made up of downtown to sell Downtown Redmond's opportunities.	RDP	Chamber		H	●							
3.2	Action	Project Lead	Partners	Funding	Priority	2006-09			2010-2013				
Promote Opportunities	Promote the findings of the Retail Market Analysis through the media in business networking meetings.	RDP	Chamber		H	●							
3.3	Action	Project Lead	Partners	Funding	Priority	2006-09			2010-2013				
Organize Business Assistance Program	Organize a local peer assistance group to be in regular contact with downtown businesses.	RDP	Chamber COCC		H		●						
3.4	Action	Project Lead	Partners	Funding	Priority	2006-09			2010-2013				
Assist Existing Businesses	Assist existing businesses with expansion and diversification of merchandise mix.	RDP	Chamber COCC		H	○							
3.5	Action	Project Lead	Partners	Funding	Priority	2006-09			2010-2013				
Respond to Business Owner Survey	Assist existing businesses expand and diversify their merchandise mix based on identified opportunities.	RDP	Chamber COCC		H	●		●					
3.6	Action	Project Lead	Partners	Funding	Priority	2006-09			2010-2013				
Relocation Assistance	Integrate recruitment efforts with RURA and the City of Redmond to offer incentives for businesses that can locate downtown.	RDP	RURA City of Redmond		H	○							
3.7	Action	Project Lead	Partners	Funding	Priority	2006-09			2010-2013				
Business Recognition Program	Institute a monthly business recognition program.	RDP	Chamber		H	○							
3.8	Action	Project Lead	Partners	Funding	Priority	2006-09			2010-2013				
Business- to - Business Marketing Program	Encourage downtown businesses to be familiar with others, not only to help cross-marketing to customers but also to purchase from one another.	RDP	Chamber		H	○							

BUSINESS DEVELOPMENT (cont)										
Strategy 4	Business Attraction					Timeline		Timeline		
4.1	Action	Project Lead	Partners	Funding	Priority	2006-09		2010-13 b		
Focus on Downtown Vacancies	Focus on filling storefront vacancies within the core area using the targeted business list.	RDP			H	☐				
4.2	Action	Project Lead	Partners	Funding	Priority	2006-09		2010-13		
Create Referral Network	Create a referral network with realtor/brokers, economic development agencies, developers and business leaders.	RDP	Chamber City of Redmond		H	●				
4.3	Action	Project Lead	Partners	Funding	Priority	2006-09		2010-13		
Cluster Retail in the Core Downtown Area	An effort will be made to cluster complementary, compatible businesses to increase foot traffic and sales.	RDP	Chamber City of Redmond		H	●				
4.4	Action	Project Lead	Partners	Funding	Priority	2006-09		2010-13		
Create a Business Ombudsman Position	Redmond would benefit from a single person serving as the coordinator for small business prospects.	RDP	Chamber City of Redmond		H	●				
4.5	Action	Project Lead	Partners	Funding	Priority	2006-09		2010-13		
Develop Business Recruitment Campaign	RDP will lead the targeted recruitment campaign for up to three key opportunities outlined in the Market Analysis and Business Development Plan.	RDP	Chamber City of Redmond		H	●				

BUSINESS DEVELOPMENT (cont)													
Strategy 4	Business Attraction (cont)					Timeline			Timeline				
4.6	Action	Project Lead	Partners	Funding	Priority	2006-09			2010-13				
Active Manage the Business Development Process	Managing prospects and following through on the needs and interests of serious business people in a timely, competitive fashion is key.	RDP	Chamber City of Redmond		H	●							
4.7	Action	Project Lead	Partners	Funding	Priority	2006-09			2010-13				
Develop Downloadable Data	Make data, maps, existing businesses, planning information and other business recruitment materials readily available on the web.	RDP	Chamber City of Redmond		H	●							
4.8	Action	Project Lead	Partners	Funding	Priority	2006-09			2010-13				
Create a Comprehensive Database	Keep a current database of economic indicators to track and promote downtown Redmond's vitality and progress.	RDP	Chamber City of Redmond		H	●							
Comments:													

-  Project phasing: Ongoing process
-  Project phasing: Limited duration

From: rdp@downtownredmond.com
Sent: Monday, August 11, 2008 11:13 AM
To: Heather Richards
Subject: Contract for Services reponse

Attachments: Contract for Services suggested corrections_changes.doc

Hi Heather,

Attached you will find a response to the contract for services that Nick sent us. I have included response from some board members, but as I have mentioned, Camden our President is out of the state and won't return until next week. Please feel free to call me with any questions.

Thanks,

Susan V. Nobles, CMSM

Redmond Downtown Partnership

Executive Director

541.923.2610

Contract for Services
Suggested corrections/changes to be made

Personal Services Contract

3.2 Who is considered the designate by manager of AGENCY? Is this city staff? Is this a City Council member? Please clarify.

3.6 Copyright of all art work belongs to the artist legally. RDP has by virtue of contract for services of Every Idea all legal rights of usage of tagline and all artwork. Guidelines will be in place for other entities to use tagline and logo. Work documents outside the limits of this contract will not be the property of the AGENCY.

7. Insurance

B. Who pays for this increase in insurance premium? Neither the executive director nor the contractor *should not* be required to cover these additional personal expenses mandated by the AGENCY.

14. The correct address for RDP is PO Box 675, street address is 622 NW Cedar Avenue. All mailings must go to PO Box and please leave the street address completely off any mail. This has caused mail to go to the wrong address on several occasions. We have no mail receptacle at our physical address.

Attachment A

Quarter 1: July 1 – September 30, 2008.

As it is a contradiction of the terms of this personal services contract to be late in paying vendors, it is requested/recommended that all funding for marketing and shop local/downtown dollars be paid upfront. In many instances a client can get a substantial discount if advertising is paid in advance. This discount is usually in additional advertising. RDP will buy media that is in the best interest of the downtown district. It is strongly recommended that Brand Business spotlight be paid fully at the beginning of each quarter in ensure prompt payment to vendors and to take advantage of discounts. It is also recommended that the Downtown Dollars be treated in the same manner as merchants will need to be reimbursed in a timely manner and not have to wait until the end of the quarter. **This is for all four quarters, not just the first.**

Performance measures:

4. Please clarify this statement, it is very confusing. RDP will highlight as many businesses as possible, certainly. What is meant by in at least one of which shall include *The Bulletin*, *The Redmond Spokesman*, or television or radio? Three outlets are understood but in Tasks: 1.3 the message does not include radio or television, just print. The use of Western Communications newspapers. We would recommend this read *The Bulletin* or (not and) *The Redmond Spokesman*.

Downtown Dollars

Tasks:

1.3 Please clarify as requested above. RDP recommends this read *The Bulletin* or (not and) *The Redmond Spokesman* in the interest of stretching budget and including other valuable media outlets.

1.4 Does this amount take into consideration design and production costs?

Memorandum – these items all taken from Downtown Action Plan.

Under 2.0

Create Marketing Collateral Materials – please be more specific.

Develop Downtown Redmond Website – this was marked off in the presentation given to the Urban Renewal Agency regarded as not important. Please clarify

Expand Store Hours – this is not something that can be mandated of private business owner in a non-mall environment.

3) Business Retention and Expansion

As RDP is an agency that is supposed to focus on economic development we do perform these functions all the time. Though it was inferred that this was not longer to be a focus in lieu of special events. Please clarify.

Quarter 2: October 1 – December 31, 2008

Objectives:

Again to ensure prompt payment of vendors and merchants all funds must be allocated at the beginning of the quarter not 50% at the end.

Again clarification needed on required outlets, three mentioned in one place, one in another. RDP recommends using the best method of marketing downtown for the best price. This does not mean the least expensive. A clear, effective marketing strategy includes multiple media coverage, not just one outlet.

Quarter 3: January 1, 2009 – March 31, 2009

Same as above

Quarter 4: April 1 – June 30, 2009

Same as above