

**RESOLUTION NO. 2984**

**RESOLUTION OF ASSESSMENT**

Findings

- A. The Downtown Bend Economic Improvement District was created for the purposes of funding economic improvement projects within the district. Improvement projects include but are not limited to flower baskets, beautified planters, assistance with sidewalk snow removal, sidewalk sweeping and debris removal, graffiti removal, winter tree lights, holiday wreaths, banners, benches, trash receptacles, marketing downtown to promote business, event coordination, advertising and events.
- B. The City Council established the District by Ordinance No. 2234, adopted March 18, 2015. Notice of the proposed assessment was mailed to the owner and/or contract purchaser of each property to be assessed. The City Council considered the proposed assessment and objections on May 6, 2015 and determined that the cost of the improvement has been apportioned in accordance with law.

Based on these findings,


THE CITY COUNCIL OF THE CITY OF BEND RESOLVES AS FOLLOWS:

1. The following assessments against property in the Downtown Bend Economic Improvement District shall be made:  
  
SEE ATTACHED LISTING
2. The assessments shall be entered into the City of Bend lien docket records.

Adopted by roll call vote of the Bend City Council on May 6, 2015.

Yes: Jim Clinton, Mayor  
Victor Chudowsky  
Sally Russell  
Nathan Boddie  
Casey Roats

No: None

  
\_\_\_\_\_  
Jim Clinton, Mayor

ATTEST:   
\_\_\_\_\_  
Robyn Christie, City Recorder

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
Mary Winters, Legal Counsel





Returned 171220D912100	14324 S NW Minnesota Avenue	Firehall Partners LLC	1263 NW Wall Street, #107	Bend	Oregon	97701	10,546	1,895.28
171220D902300	14336 822 NW Bond Street	Jennia Legum	1587 NW Wild Rye Circle	Bend	Oregon	97701	1,824	328.32
171220D907400	14330 431 NW Franklin Avenue	Mie Street Square LLC	1005 NW Galveston Avenue #240	Bend	Oregon	97701	3,484	628.32
171220D90701	14385 844 NW Bond Street	Bogart LLC	1435 E. Venice Avenue, #104272	Bend	Florida	34292	5,155	927.90
171220D90701	147820 NW Bond Street	147820 NW Bond Street	2297 NW Champlin Drive	Bend	Oregon	97701	4,205	771.90
171220AC08000	1633 NW Bond Street	Kopert Physical Therapies LLC	206 NW Bond Street	Bend	Oregon	97701	12,000	2,160.00
171220B12002	15 NW Oregon Avenue	Third Division Probediles LLC	1400 NW Putnam Road	Bend	Oregon	97701	12,770	2,288.80
							590,941	160,261.39
							293,813	
							586,528	
								6,013.07
								157,680.86
								147,680.86

total es & assessment  
 33% remonstrance  
 67% yes  
 City 5% administration  
 97% collection

ca Risk

## **AGREEMENT FOR DOWNTOWN BEND ECONOMIC IMPROVEMENT DISTRICT**

This agreement is between the City of Bend, an Oregon municipal corporation ("City"), and the Downtown Bend Business Association, an Oregon nonprofit corporation ("DBBA").

### **RECITALS**

- A. The Bend City Council established the Downtown Bend Economic Improvement District ("DBEID") by Ordinance No. 2234. The City had previously established a Downtown Bend Economic District by Ordinance No. 2181.
- B. The City and DBBA previously entered into an agreement as authorized by ORS 223.119 for administration of the previous DBEID.
- C. The City and DBBA wish to enter into a new agreement for administration of the new DBEID, including the payment of collected funds to DBBA and the expenditure of funds by DBBA on authorized projects and activities.
- D. This agreement is authorized by, consistent with, and governed by ORS 223.112 to 223.161 and Ordinance No. 2234.

### **AGREEMENT**

1. City shall collect an assessment on all commercial, non-residential property within the District, consistent with Bend Code Chapter 2.30 and Ordinance No. 2234. Subject to the administration charge authorized in Section 3, City shall disburse funds collected pursuant to Ordinance No. 2234 to the DBBA on the 10<sup>th</sup> of the month following collection.
2. The City may offer its facilities in planning and other non-economic measures to assist the District in carrying out Bend Code Chapter 2.30 and Ordinance No. 2234.
3. The City may retain 5% of the assessments collected to cover its cost of billing, routine collection, and disbursement of funds. This percentage may be reviewed and modified each year with notice from the City, if the City determines that the percentage is not sufficient to cover the City's costs. If the City is required to place liens on properties or engage in litigation, then the District shall pay the City's out of pocket costs associated with such activities.
4. DBBA shall only disburse funds received from the City under this agreement pursuant to a budget adopted following a public process, and only for the following specific purposes:
  - Flower baskets-every block-spring, summer and fall
  - Beautified planters-every block
  - Assist with sidewalk snow removal-clear path for customers-District wide
  - Sidewalk sweeping and debris removal-year around
  - Graffiti removal-on public right of way-year around
  - Tree lights
  - Holiday Wreaths
  - Banners
  - Benches
  - Trash receptacles-maintain

- Marketing downtown to promote business, draw customers to the District, advertising on various outlets, and management of the Downtown Dollars Gift Certificate Program.
- Events-drawing customers to the District including but not limited to: Art Walk, Art Hop, Sidewalk Sale, Christmas Tree Lighting and Oktoberfest, as well as helping organize and oversee other events and parades.

Beautification projects and services will be provided equally throughout the District area with every block receiving flowers, every tree with electrical service receiving lights, etc. Maintenance will be performed throughout the entire District area. Capital improvements will be phased in over the life of the District in a geographically equitable manner.

Marketing efforts including events and advertising will be executed to obtain the maximum exposure and benefit for all downtown businesses. These efforts will keep downtown a central gathering place for the community, keep it vibrant and stimulate economic improvement.

The District will be managed by the Executive Director of the DBBA for 40 hours per week paid from District revenues.

5. DBBA shall actively seek grants from public and private foundations and organizations, as well as from private contributions.

6. DBBA shall adopt an annual budget which shall utilize the fiscal year of the City, and shall submit the budget to the City prior to the City Council's last meeting in June of each year. The City shall not forward proceeds from assessments until the DBBA has adopted a budget. DBBA shall provide an accounting of all funds received and disbursed during the fiscal year by July 31 of each year.

7. The Board of Directors of DBBA shall approve all dispersals of funds received pursuant to the DBEID. All disbursements shall be according to the approved budget and for the purposes stated in Paragraph 4 above. Not less than thirty-five percent of the voting members of the Board shall own property within the District. City shall be permitted to participate in Board discussions through one ex-officio staff appointment. DBBA board meetings shall be held consistently with the Oregon Public Meetings Law, and all records relating to funds received from the EID shall be considered public records under Oregon Public Records Law.

8. DBBA shall obtain comprehensive liability insurance in the amount of \$1 Million dollars and designate City as an additional insured.

9. DBBA will provide City with an updated accurate roll of property assessments each year by early April in order to ensure that assessment invoices can be mailed by early May. In fulfilling this obligation, DBBA will review County tax assessor records, building permit information and other reliable sources of information regarding commercial growth within the district.

10. DBBA shall be responsible for ensuring collection of delinquent invoices; however, all payments shall be made through the City. DBBA shall inform the City of its collection efforts.

11. City may examine or audit the books, papers and accounting records of the DBBA during normal business hours in order to audit compliance with this Agreement.

12. DBBA shall indemnify and hold the City harmless for any activities related to the expenditure of funds including any injury to person(s) or property that occurs in any programs supported and/or funded by DBEID funds. Nothing contained in this Agreement or any acts of the Parties shall be deemed or construed by the Parties, or by any third parties, to create the relationship of principal and agent or of partnership, or of joint venture, or any association between the Parties.

13. This Agreement is effective May 6, 2015 and shall remain in effect through May 2, 2018. The parties may extent this Agreement by an amendment signed by both Parties.

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Eric King, City Manager

City of Bend

Date: \_\_\_\_\_

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Executive Director

Downtown Bend Business Association

Date: \_\_\_\_\_

