

Packet



URA BOARD OF DIRECTORS REGULAR MEETING

TUESDAY, DECEMBER 11, 2001

MARJORIE STEWART SENIOR CENTER
855 NORTH SHERWOOD BOULEVARD

IMMEDIATELY FOLLOWING REGULAR CITY COUNCIL MEETING
SCHEDULED FOR 7 P.M. TO ADJOURNMENT:



Home of the Tualatin River National Wildlife Refuge

REGULAR MEETING MINUTES

**URBAN RENEWAL ADVISORY
BOARD OF DIRECTORS**

NOVEMBER 13, 2001

**MARJORIE STEWART SR.
CENTER
855 N. SHERWOOD BLVD.**

1. The meeting was called to order at 8:30 p.m.
2. **ROLL CALL** – Council President Keith Mayes, Councilors Sterling Fox, Angela Weeks, Dennis Durrell, Thomas Claus and Dave Heironimus. Mayor Mark Cottle was absent. Present for staff: City Manager Ross Schultz and City Recorder Chris Wiley.

3. CONSENT AGENDA

- A. Approve Budget Meeting Minutes from May 10, 2001 (Wiley)
- B. Approve Regular Meeting Minutes from May 22, 2001 (Wiley)

THE CONSENT AGENDA WAS UNANIMOUSLY APPROVED BY ALL BOARD MEMBERS PRESENT.

4. NEW BUSINESS

- A. Approve Budget Expenses for Urban Renewal projects

ITEM 4A APPROVED BY ALL BOARD MEMBERS PRESENT.

- B. Approve Appointments to the Sherwood Urban Renewal Policy Advisory Committee (SURPAC)

Council President Mays removed from the Agenda – there is still one seat that needs a candidate nomination.

- C. Resolution URA 2001-003, Authorizing Reimbursement to the City of Sherwood General Fund for Expenditures Incurred on Behalf of the URA (Finance Director Chris Robuck)

APPROVED BY ALL BOARD MEMBERS PRESENT.

5. OTHER BUSINESS or DISCUSSION - None

6. The meeting adjourned at 8:35 p.m.

Urban Renewal - On 12/13 we will ask for an Urban Renewal Agency meeting to appoint the following group. They have all tentatively accepted a position;

Charles Harbrick	Old Town Merchant
C.J. Steinback	Six Corner Merchant
Patrick Allen	Citizen at large
Jim Patterson	Citizen at large
Jim Fisher	Old Town Property Owner
Pat Lucas	Six Corners Property owner.



URA Agenda Item 4
(2 pgs)

CITY OF SHERWOOD URBAN RENEWAL AGENCY

Resolution No. 2001-005

A RESOLUTION SUPPORTING THE LIBRARY CONSTRUCTION PROGRAM

WHEREAS, The City of Sherwood's Library is within the Urban Renewal District, and;

WHEREAS, The Library has and approved expansion plan, and;

WHEREAS, There is a possibility that a developer is interested in helping the City to Build a Library at a reduced total cost in the Old Town area, and;

WHEREAS, construction of the Library with in the Old Town District would provide an increase in value in the Urban Renewal District,

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

The City of Sherwood Urban Renewal Agency Board does hereby acknowledge and agree that it will support the development of the Library with in the Old Town area, as it's first Urban Renewal Project. Further, council resolves to give the City Manager the authority to negotiate as required to accomplish the Sighting of the Library in the Old Town. Area.

Duly passed by the City Council on December 11, 2001.

Mark Cottle, Mayor

Attest:

C.L. Wiley, City Recorder

Council Meeting Date: 12/11/01

Agenda Item: 4

TO: Sherwood Urban Renewal Agency Board

FROM Ross Schultz

SUBJECT: Library Project

ISSUE:

Should the City's Urban Renewal Agency support the current process of sighting the new Library at the recommended Old Town site?

BACKGROUND:

In October of this year, staff presented a recommendation to council for the site of the Library expansion project. A location in Old Town met all of the criteria and maximized return to the Urban Renewal District.

At this time staff has been approached, to site the Library in a project being planned by a local developer. Staff would like the Boards support in negotiating for the location of the Library at the developer's site, and the Boards support in arranging financing for the Library.

Final plans for both a preliminary design and funding strategy would return to this board before any official action would take place.

FINANCIAL IMPACT:

If the City chooses to participate with developer, the Library will have a "less expensive total cost", and it will be built quicker. The sooner the Library is built in old town the faster the value of the district will increase.

RECOMMENDATIONS:

Staff recommends approval resolution URA 2001-005

URA BoD Mtg, Dec 11, 2001

Agenda Item 5

Approve Appointments to the Sherwood Urban Renewal Policy Advisory Committee
(SURPAC)

Charlie Harbrick

Patrick Lucas

Patrick Allen

Jim Patterson

CJ Steinbach

Jim Fisher

Chamber of Commerce rep. --

Agenda Item 6
(5 pages)

Urban Renewal Agency Resolution No. 2001-004

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN AGREEMENT TO PURCHASE
REAL PROPERTY FROM JOSEPH R. CATANESE
LOCATED AT 290 NORTHWEST RAILROAD
AVENUE, SHERWOOD, OREGON**

WHEREAS, it is appropriate for the Urban Renewal Agency of the City of Sherwood to purchase property located at 290 Northwest Railroad Avenue, Sherwood, Oregon; and

WHEREAS, the land is situated as to be useful to the Agency; and

WHEREAS, City staff has negotiated for the purchase of such land;

NOW, THEREFORE, THE URBAN RENEWAL AGENCY OF THE CITY OF SHERWOOD RESOLVES AS FOLLOWS:

Section 1. The City Manager is authorized to sign the attached Sale Agreement and Receipt for Earnest Money.

Section 2. The City Manager is authorized to take all necessary steps to complete and consummate the transaction.

Adopted this 11th day of December, 2001.

Mark Cottle, Chair

Attest:

C.L. Wiley, City Recorder

Urban Renewal Agency Meeting - December 11, 2001

Agenda Item 6

TO: Urban Renewal Agency Board

FROM: E. Shannon Johnson, City Attorney

SUBJECT: *Urban Renewal Agency Purchase of Catanese Property*

At the City Manager's direction, I prepared a Sale Agreement for the purchase of the Catanese property by the Urban Renewal Agency. The purchase price is \$150,000.00, but \$50,000.00 would be a charitable donation/credit by Mr. Catanese leaving the cash price at \$100,000.00.

David Nepom, the attorney representing Mr. Catanese insisted that the property be sold virtually "as is", but I did put in some minor representations (Section 15). Mr. Nepom indicated the agreement is acceptable.

RECOMMENDATION:

If you have no questions or concerns, it is recommended that you adopt the Resolution Authorizing the City Manager to enter into the agreement and take all steps necessary to consummate the transaction.

Please contact me if you have any questions in this regard. Thank you.

ESJ/tmh
attachment

**SALE AGREEMENT AND
RECEIPT FOR EARNEST MONEY**

DATE: _____, 2001

SELLER: JOSEPH R. CATANESE
c/o David R. Nepom
Attorney at Law
3700 Barbur Building
3718 S.W. Condor #100
Portland, OR 97201-4142

BUYER: URBAN RENEWAL AGENCY
OF THE CITY OF SHERWOOD,
an Oregon municipal corporation
20 NW Washington St.
Sherwood, OR 97140

RECITAL:

Seller desires to sell to Buyer and Buyer desires to purchase from Seller certain real property with all improvements located on it commonly known as 290 N.W. Railroad Avenue, Sherwood, Washington County, Oregon., having the following legal description (the "Property").

Lot 5 and the West 9 feet of Lot 6, Block 2, Sherwood, City
of Sherwood, County of Washington, State of Oregon.

AGREEMENT:

Now, therefore, for valuable consideration, the parties agree as follows:

1. Sale and Purchase. Buyer agrees to purchase the Property from Seller and Seller agrees to sell the Property to Buyer for the sum of \$150,000.00 (the "Purchase Price").

2. Earnest Money. Upon acceptance by Buyer of this Agreement, Buyer will promptly deposit with escrow the sum of \$1,000.00 as earnest money. The earnest money shall be applied to the Purchase Price on the Closing Date, as that term is defined below.

3. Payment of Purchase Price. The Purchase Price shall be paid as follows:

3.1 At closing, the earnest money shall be credited to the Purchase Price.

3.2 At closing, a charitable donation of \$50,000.00 shall be credited to the Purchase Price and appropriate documentation will be provided to Seller for the charitable donation.

3.3 At closing, Buyer shall pay the balance of the purchase price in cash.

4. Closing. Closing shall take place on or before December 31, 2001 (the "Closing Date"), at the offices of Pacific Northwest Title of Oregon.

5. Preliminary Title Report. Within five (5) days after full execution of this Agreement, Seller shall furnish to Buyer a preliminary title report showing the condition of title to the Property, together with copies of all exceptions listed therein (the "Title Report"). Buyer will have five (5) days from receipt of the Title Report to review the Title Report and to notify Seller, in writing, of Buyer's disapproval of any exceptions shown in the Title Report. Buyer shall not be required to notify Seller with regard to any trust deed or mortgage or other monetary lien which will be presumed disapproved. Those exceptions not objected to by Buyer are referred to below as the "Permitted Exceptions." Zoning ordinances, building restrictions, taxes due and payable for the current tax year, and reservations in federal patents and state deeds shall be deemed Permitted Exceptions. If Buyer notifies Seller of disapproval of any exceptions, Seller shall have ten (10) days after receiving the disapproval notice to either remove the exceptions or provide Buyer with reasonable assurances of the manner in which the exceptions will be removed before the transaction closes. If Seller does not remove the exceptions or provide Buyer with such assurances, Buyer may terminate this Agreement by written notice to Seller given within ten (10) days after expiration of such 10-day period, in which event the earnest money shall be refunded to Buyer and this Agreement shall be null and void.

6. Conditions. Buyer's obligation to purchase the Property is contingent on satisfaction of each of the following conditions:

6.1 Buyer's written acceptance of any adverse conditions noted in any inspections, studies, surveys or tests conducted on the Property. Buyer shall have the right, at its expense, to conduct any such inspections, studies, surveys and tests, and Seller agrees to reasonably accommodate such inspectors.

6.2 Buyer's approval in writing of a Level I Environmental Assessment of the subject property to be conducted by a firm approved by Buyer. Buyer shall have the right, at its expense, to conduct such Level I Environmental Assessments, and Seller agrees to reasonably accommodate such inspectors. If the report is unacceptable to Buyer or if it advises that further investigation be undertaken, Buyer shall have the option to

either terminate this Agreement, in which case its earnest money shall be refunded to it, or go forward with the agreement on condition that this sale shall be subject to Buyer's approval in writing of any reports generated by said further investigation.

The foregoing conditions are for the benefit of Buyer and may be waived, in whole or in part, by Buyer only. Any waiver must be in writing. Unless waived, if any condition is not satisfied by the date specified, this Agreement may be terminated, at the option of Buyer, by written notice, in which event the earnest money shall be refunded to Buyer.

7. **Deed.** On the Closing Date, Seller shall execute and deliver to Buyer a statutory warranty deed, conveying the Property to Buyer, free and clear of all liens and encumbrances except the Permitted Exceptions.

8. **Charitable Donation.** Buyer shall reasonably cooperate with Seller regarding Seller's desire to claim a tax deductible donation for a portion of the purchase price. Buyer shall not certify or confirm the value of the donation or total value of the subject property.

9. **Title Insurance.** Within fifteen (15) days after closing, Seller shall furnish Buyer with an owner's policy of title insurance in the amount of the purchase price, standard form, insuring Buyer as the owner of the Property subject only to the usual printed exceptions and the Permitted Exceptions.

10. **Costs and Expenses.** Seller shall pay for all premiums for the title insurance policy, one-half of the escrow fees and costs, one-half of the transfer or documentary stamp taxes, and Seller's share of prorations. Buyer shall pay one-half of the escrow fees and costs, one-half of the transfer or documentary stamp taxes, all document recording charges, and Buyer's share of prorations. Seller and Buyer shall each pay their own legal and professional fees respectfully. All other costs and expenses shall be allocated between Seller and Buyer in accordance with the customary practice in Washington County, Oregon.

11. **Taxes; Prorates.** Real property taxes for the current tax year and other usual items shall be prorated as of the Closing Date.

12. **Possession.** Buyer shall be entitled to possession immediately upon closing.

13. **Property Included.** The subject property is bare land only. No fixtures or landscaping is included as part of the property.

14. **Personal Property.** No personal property is included as part of the Property being sold to Buyer.

URA BoD Mtg, Dec 11, 2001

Agenda Item 7

Discuss Developer's Proposal for Downtown Urban Renewal Project (Schultz)

NO DOCUMENTS

URBAN RENEWAL AGENCY BOARD OF DIRECTORS REGULAR MEETING
MARJORIE STEWART SENIOR CENTER
855 N. SHERWOOD BLVD.
DECEMBER 11, 2001

REGULAR MEETING MINUTES

1. The meeting was called to order at 8:22 p.m.

2. Roll Call: Board Chair Mark Cottle. Board Members Sterling Fox, Keith Mays, Angela Weeks, Dennis Durrell, Thomas Claus and Dave Heironimus. Present for staff were City Manager Ross Schultz, City Recorder Chris Wiley and City Attorney Shannon Johnson.

3. CONSENT AGENDA

A. Approve Minutes from the November 13, 2001 URA Board of Directors Meeting - **APPROVED.**

4. **URA RESOLUTION 2001-005, TO APPROVE LIBRARY PLAN – APPROVED.** Chair Cottle said for the record he wanted it noted that the proposal to move Library development ahead of Performing Arts development came from the Performing Arts Committee as the Performing Arts Committee thought the timing would work better for Performing Arts development that way.

5. **APPROVE APPOINTMENTS TO THE SHERWOOD URBAN RENEWAL POLICY ADVISORY COMMITTEE (SURPAC).** Mr. Leonard presented a statement challenging the selection process for Committee members (see Attachment 1 to these minutes). After discussion with the Board, the Board liaison, Mr. Durrell, said he would schedule an interview time for Mr. Leonard. **Item postponed until the next regularly scheduled URA Board of Directors meeting.**

6. **URA RESOLUTION 2001-004 AUTHORIZING CITY MANAGER TO NEGOTIATE PURCHASE OF CANTANESE PROPERTY (LOT CORNER OF RAILROAD AND MAIN) – APPROVED.** Summary of Meeting Dialogue: Mr. Cantanese is asking for a purchase price of \$100k and a donation credit of \$50K. Mayor Cottle said the donation credit would actually be whatever the property's appraisal value is over \$100,000. The City can purchase the property, discuss possible uses with SURPAC, take requests for proposals, use SURPAC to follow a process for selection and bring their recommendations to Council for approval. Mr. Cottle – this gives the City control for what type of use would end up in that area. Mr. Schultz – appraisal should come in before the end of the month. Will come back to Council with a final appraisal. Mr. Cantanese wants to close before the end of December so Mr. Schultz will contact Council members by phone or e-mail to let them know what the final appraisal is. City Attorney Shannon Johnson said if the City backs out of the deal at any time, the City would only lose its \$1000 earnest money. Mr. Cottle said three reasons for the City to purchase the property would be 1) control of what the property is used for, or 2) a possible location for parking or 3) potentially could be the library site if that turns out to be the best location.

A. The Council agreed to hear citizen Jim Claus, 22211 SW Pacific Hwy, Sherwood OR 97140, who spent several minutes talking to Council about his concerns about the advantages or disadvantages of purchasing the Cantanese lot.

B. Councilor Fox didn't feel well and left the meeting at 9:06 p.m.

7. **DISCUSS DEVELOPER'S PROPOSAL FOR DOWNTOWN URBAN RENEWAL PROJECT. (SCHULTZ) – ITEM REMOVED FROM AGENDA.**

8. The meeting adjourned at 9:16 p.m.

December 11, 2001

I would like to lodge a complaint about the selection process for the citizen urban renewal committee, that you will be asked to approve this evening. According to Ross Schultz, City Manager, the city received thirteen applications for the committee. Eleven applicants were interviewed, one declined an interview and one was never contacted. I'm the one who was never contacted. My question to you is why didn't I get an interview?

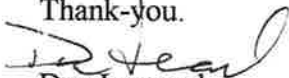
Ross explained to me that councilor Dennis Durrell, Mayor Mark Cottle and Ross did the interviews. Dennis and Ross don't know me and we haven't said more to each other than hello. So how do they know if I would be a good committee member unless they interviewed me, which they didn't. Some back ground information is as follows:

1. My application has been in for over a year. I have good qualifications for being on the committee. I have been through an Urban Renewal in Lincoln City, attending workshops, taking walking city tours, attending meetings, and seeing results. I have a good working relationship with the Urban Renewal Department, contact Kurt Olsen.
2. I called Ross on Wednesday, (11-19-01) and left a message asking about the process.
3. After learning that interviews were being conducted, I called Ross again on Thursday, (11-14-01). He said they were still working on the committee selection. He didn't want to give out any information but said he would call me on Friday.
4. Ross called on Friday (11-11-01) and said I wouldn't be on the committee. No reason was given.
5. I talked to Ross on Tuesday (12-4-01), Friday (12-7-01), and Monday (12-10-01). I didn't find out until yesterday that I was the only one that didn't get an interview. Ross' only comment was, "I don't know what to tell you".

In closing, I have prior experience working in government and with Urban Renewal. I have been involved with accomplishing the tasks necessary for a successful completion of urban renewal projects. I feel that the first concern regarding Sherwood's Urban Renewal is the inclusion not exclusion of interested people and new ideas that they bring with them.

I'm requesting that either I be added to the committee tonight or that the recommendation be sent back to staff for reconsideration.

Thank-you.



Dan Leonard

Approved Meeting Minutes

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