



*Home of the Tualatin River National Wildlife Refuge*

# **URBAN RENEWAL AGENCY MEETING PACKET**

**FOR**

**Tuesday, February 15, 2011**

**Sherwood City Hall  
22560 SW Pine Street  
Sherwood, Oregon**

**URA Board of Directors Meeting  
(Following the City Council Meeting)**

**SHERWOOD URBAN RENEWAL AGENCY BOARD OF DIRECTORS  
MEETING AGENDA**

**Tuesday, February 15, 2011**  
Following the City Council Meeting

City of Sherwood City Hall  
22560 SW Pine Street  
Sherwood, Oregon

**REGULAR URA MEETING**

**1. CALL TO ORDER**

**2. ROLL CALL**

**3. CONSENT**

**A. Approval of January 18, 2011 URA Board of Directors Meeting Minutes**

**B. URA Resolution 2011-003 Authorizing an Intergovernmental Agreement for services between the Urban Renewal Agency and City of Sherwood**

**4. STAFF REPORTS**

**5. ADJOURN**

**SHERWOOD URBAN RENEWAL AGENCY BOARD OF DIRECTORS  
MEETING MINUTES**

**January 18, 2011**

**22560 SW Pine Street, Sherwood Oregon 97140**

**REGULAR URA BOARD MEETING**

1. **CALL TO ORDER:** Chair Keith Mays called the URA Board meeting to order at 7:40pm.
2. **URA BOARD PRESENT:** Chair Keith Mays, Dave Grant, Linda Henderson, Robyn Folsom, Bill Butterfield, Matt Langer and David Luman.
3. **STAFF PRESENT:** City Manager Jim Patterson, Police Captain Jim Reed, Finance Director Craig Gibbons, Economic Development Manager Tom Nelson, Community Development Director Tom Pessemier and District Recorder Sylvia Murphy.

Chair Mays addressed the Consent Agenda and asked for a motion.

**4. CONSENT AGENDA**

- A. **Approval of November 16, 2010 URA Board of Directors Meeting Minutes**
- B. **Approval of December 7, 2010 URA Board of Directors Meeting Minutes**
- C. **URA Resolution 2011-001 Accepting the Urban Renewal Agency Annual Financial Report for the year ending June 30, 2010**

**MOTION: FROM LINDA HENDERSON TO APPROVE THE CONSENT AGENDA,  
SECONDED BY ROBYN FOLSOM, ALL BOARD MEMBERS VOTED IN FAVOR.**

Chair Mays address the next agenda item.

**5. NEW BUSINESS**

- A. **URA Resolution 2011-002 Authorizing personal services contract with Tashman Johnson, LLC for the purpose of conducting financial services for the Sherwood Urban Renewal District**

Tom Nelson Economic Development Manager came forward and explained the resolution.

Board member Linda Henderson asked if Tashman Johnson LLC will be producing the annual report, tom replied yes and the report has been completed. Ms. Henderson asked what about the reports from prior years, Tom replied we will move forward and confirmed we will only be doing 2010. Tom informed the Board Tashman Johnson LLC will be providing more extensive information throughout the year in preparation of next year's report.

With no other questions from the Board, Chair Mays asked for a motion.

Prior to receiving a motion Board member Matt Langer stated he has read all the materials and believes we are getting a lot of work done for the cost.

**MOTION: FROM DAVE GRANT TO APPROVE URA RESOLUTION 2011-002, SECONDED BY BILL BUTTERFIELD. ALL BOARD MEMBERS VOTED IN FAVOR.**

Chair Mays addresses the next agenda item.

**6. STAFF REPORTS:** None.

**7. ADJOURNED:** Chair Mays adjourned the URA Board meeting at 7:43pm.

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Sylvia Murphy, CMC, District Recorder

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Keith S. Mays, Chairman

URA Meeting Date: February 15, 2011

Agenda Item: Consent Agenda

**To:** Sherwood Urban Renewal Agency

**From:** Tom Nelson, Economic Development Manager

**SUBJECT: URA Resolution 2011-003 Authorizing an Intergovernmental Agreement between the City of the Sherwood and Sherwood Urban Renewal Agency**

### **Issue**

Should the Urban Renewal Agency authorize the Agency Administrator to sign the Intergovernmental Agreement between the Sherwood Urban Renewal Agency and the City of Sherwood?

### **Background**

The City of Sherwood appropriates staff and other administrative services to the Urban Renewal Agency to implement and administer the Urban Renewal Plan. Legal counsel has advised that an Intergovernmental Agreement (IGA) should be drafted and approved by both agencies. Legal counsel subsequently has drafted an IGA (Exhibit A) for both agencies approval. The Sherwood City Council will consider adoption of Resolution 2011-014 on February 15, 2011 authorizing the City Manager to sign the IGA on behalf of the City.

**Recommendation:** Adoption of the attached URA Resolution to direct the Agency Administrator to sign the IGA between the Urban Renewal Agency of Sherwood and the City of Sherwood.



**URA RESOLUTION 2011-003**

**A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR SERVICES BETWEEN THE SHERWOOD URBAN RENEWAL AGENCY AND CITY OF SHERWOOD**

**WHEREAS**, the URA is charged with administering and implementing the Sherwood Urban Renewal Plan as adopted by the URA Board on August 29, 2000 and approved by the Sherwood City Council through Ordinance No. 2000-1098; and

**WHEREAS**, the City provides financial, administrative and other support services to the URA; and

**WHEREAS**, pursuant to ORS 190.010, the City and Agency are authorized to enter into Intergovernmental Agreements for the performance of tasks either is authorized by law to perform;

**NOW, THEREFORE, THE URBAN RENEWAL AGENCY BOARD RESOLVES AS FOLLOWS:**

**Section 1:** Authorizes the Urban Renewal Agency Administrator to sign the Intergovernmental Agreement between the Urban Renewal Agency and the City of Sherwood, attached as Exhibit A.

**Section 2:** This Resolution is effective upon its approval and adoption.

Duly passed by the Urban Renewal Agency Board this 15<sup>th</sup> day of February 2011.

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Keith S. Mays, Board Chair

Attest:

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Sylvia Murphy, CMC, Agency Recorder

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE CITY OF SHERWOOD  
AND  
THE SHERWOOD URBAN RENEWAL AGENCY**

**THIS INTERGOVERNMENTAL AGREEMENT** (“Agreement”) is entered into by and between the City of Sherwood, Oregon, a municipal corporation established under ORS Chapter 221 (“City”), and the Sherwood Urban Renewal Agency (“URA” or “Agency”), a municipal corporation established under ORS Chapter 457; and

**WHEREAS**, the URA is charged with administering and implementing the Sherwood Urban Renewal Plan as adopted by the URA Board on August 29, 2000 and approved by the Sherwood City Council through Ordinance No. 2000-1098; and

**WHEREAS**, the City provides financial, administrative and other support services to the URA; and

**WHEREAS**, pursuant to ORS 190.010, the City and Agency are authorized to enter into intergovernmental agreements for the performance of tasks either is authorized by law to perform;

**NOW, THEREFORE, THE CITY OF SHERWOOD, OREGON AND THE SHERWOOD URBAN RENEWAL AGENCY HEREBY AGREE AS FOLLOWS:**

**1. City Duties and Responsibilities.** The City shall provide the Agency with the following services, as requested and authorized by the Agency:

**a. Accounting.**

- i. General. The City shall provide accounting services to the Agency for the financial tracking of URA revenues and expenditures. In doing so, the City shall provide the necessary accounting transactions to make payments on behalf of Agency obligations as well as accept any resources received on behalf of the Agency. The City shall also provide Agency with financial reports every accounting period that detail revenues, expenditures, debt, and cash flow data for the Agency’s Fund or Funds.
- ii. Accounting System. The City shall maintain an accounting system for the Agency and charge expenses directly to the Agency through that system.
- iii. Segregation of Funds. The City shall segregate all Agency funds into an Urban Renewal Agency Fund(s) in the City’s fund accounting structure and shall be responsible for maintaining that segregation.
- iv. Debt Service Payments. The City shall make all debt service payments from Agency funds on behalf of the Agency as such payments come due.

- v. Annual Agency Audit. In order to comply with ORS 297.405 through 297.555, the City shall contract for -an external audit of the Agency's year-end financial statements and accounting transactions. The City shall prepare the financial statements and manage the audit process.
- vi. City Services. The City shall account for all City services performed on behalf of the Agency pursuant to this Agreement and provide financial reports on such services provided to the Agency every accounting period.

**b. Administrative Overhead Services.** The City will provide the following services to Agency: records management and record keeping; risk management; human resources; engineering, building, and planning services; legal services; purchasing; information technology services including internet and telephone services; and office space and supplies.

**c. Financial Assistance.** Pursuant to ORS 457.320, the City may loan money and provide other forms of financial assistance to the Agency in order to assist in carrying out the urban renewal plan. Any such assistance shall be properly documented and contain adequate provisions for the repayment of any loans made to the Agency.

**d. Timely Communication and Cooperation.** The City shall communicate any financial, accounting or other concerns it discovers or is made aware to the Agency in a timely manner. The City also agrees to cooperate with the Agency in complying with reasonable information and data requests, and will strive to respond to such requests in a timely manner.

**e. Insurance.** The City shall secure property and casualty insurance for the Agency as part of its insurance program.

## **2. Agency Duties and Responsibilities.**

**a. Financial Management and Review.** The Agency is responsible for the oversight and management of the URA and its projects, including, but not limited to, oversight of the financial health of the URA and its authorized and planned projects, management decisions affecting the financial status of the URA, URA indebtedness threshold and capacity, and monitoring of all URA expenditures and revenues. This includes annual budgeting and budget review of planned URA projects and the URA Fund, as required by Local Budget Law in ORS 294.305 to 394.565. The Agency shall coordinate with the City as necessary to ensure proper oversight and management of Agency activities.

**b. Annual Reporting.** Pursuant to ORS 457.460, Agency shall prepare and provide an annual financial report on the URA and its projects not later than January 31 of each year to the URA Board and City.

**c. Financial Assistance.** The Agency is authorized to loan money and provide other forms of financial assistance to the City as the Agency Board, in its sole discretion, determines appropriate to carry out one or more projects described in the urban renewal plan.



Any such assistance shall be properly documented and contain adequate provisions for the repayment of any loans made to the Agency.

**d. Timely Communication and Cooperation.** The Agency shall provide all information necessary to assist the City in providing the services contained in this Agreement. The Agency also agrees to cooperate with the City in complying with reasonable information and data requests, and will strive to respond to such requests in a timely manner.

### **3. Shared Duties and Responsibilities.**

**a. Issuance of URA Debt.** The Agency is ultimately responsible for negotiating and securing debt for the purpose of carrying out the URA planned and approved projects. City staff may assist the Agency with negotiating and securing debt by providing financial and administrative assistance.

**b. Agency Staffing.** The City shall provide and supervise staff who perform Agency functions. Employees engaged in Agency activities are employees of the City and subject to the City's employment policies, procedures, and standards.

**c. Reimbursement for Services.** City may seek reimbursement from Agency for costs of services provided on behalf of agency, and City shall provide sufficient documentation and detail of services provided to Agency.

### **4. Additional Terms.**

**a. Severability.** If any section, clause or phrase of this Agreement is judicially deemed invalid, illegal, or unenforceable in any respect, the remaining parts of this Agreement shall be severed from the invalid parts and remain in full force and effect.

**b. Modification.** This Agreement may be modified by mutual written consent of the parties. Any modification to a provision in this Agreement shall have no effect upon other provisions in this Agreement unless stated in writing.

**c. Term and Termination.** This Agreement shall remain in effect until terminated by the parties as provided herein. This Agreement may be terminated by mutual written consent of the parties. Termination of this Agreement shall not affect the duties and obligations of the parties that accrued prior to the termination, including any bond loan or other repayment obligations.

**d. Effective Date.** This Agreement is effective upon the latest date it is executed by the parties below.

**WHEREAS,** all the aforementioned is hereby agreed upon by the parties and executed by the duly authorized signatures below.

**CITY OF SHERWOOD**

**SHERWOOD URBAN RENEWAL  
AGENCY**

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City Manager

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Agency Administrator

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City Recorder

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Date

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Date

# Approved Minutes

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**SHERWOOD URBAN RENEWAL AGENCY BOARD OF DIRECTORS  
MEETING MINUTES  
February 15, 2011  
22560 SW Pine Street, Sherwood Oregon 97140**

**REGULAR URA BOARD MEETING**

1. **CALL TO ORDER:** Chair Keith Mays called the URA Board meeting to order at 7:55pm.
2. **URA BOARD PRESENT:** Chair Keith Mays, Dave Grant, Linda Henderson, Robyn Folsom, Bill Butterfield, Matt Langer and David Luman.
3. **STAFF PRESENT:** City Manager Jim Patterson, Police Chief Jeff Groth, Finance Director Craig Gibons, Economic Development Manager Tom Nelson, Community Development Director Tom Pessemier and District Recorder Sylvia Murphy.

Chair Mays addressed the Consent Agenda and asked for a motion.

**4. CONSENT AGENDA**

**A. Approval of January 18, 2011 URA Board of Directors Meeting Minutes**

**B. URA Resolution 2011-003 Authorizing an Intergovernmental Agreement for services between the Urban Renewal Agency and City of Sherwood**

**MOTION: FROM LINDA HENDERSON TO APPROVE THE CONSENT AGENDA, SECONDED BY DAVE GRANT, ALL BOARD MEMBERS VOTED IN FAVOR.**

Chair Mays address the next agenda item.

5. **STAFF REPORTS:** None.
6. **ADJOURNED:** Chair Mays adjourned the URA Board meeting at 7:57pm.

  
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Sylvia Murphy, CMC, District Recorder

  
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Keith S. Mays, Chairman