



*Home of the Tualatin River National Wildlife Refuge*

# **URBAN RENEWAL AGENCY MEETING PACKET**

**FOR**

**Tuesday, November 1, 2011**

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

**URA Board Regular Meeting  
(Following the City Council Meeting)**

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

**Tuesday, November 1, 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 October 4, 2011 URA Board of Directors Meeting Minutes**

**4. NEW BUSINESS**

**A. URA Resolution 2011-019 of the Sherwood Urban Renewal Agency approving a minor amendment to the Sherwood Urban Renewal Plan, dated August 29, 2000, to allow for the acquisition of additional property (Tom Nelson, Economic Development Manager)**

**B. URA Resolution 2011-020 of the Urban Renewal Agency of the City of Sherwood for purchase of real property (Tom Nelson, Economic Development Manager)**

**C. URA Resolution 2011-021 approving an amendment to the Intergovernmental Agreement for the provisions of support services between the City of Sherwood and the Sherwood Urban Renewal Agency (Tom Nelson, Economic Development Manager)**

**D. URA Resolution 2011-022 authorizing a Personal Services Contract with Elaine Howard Consulting, LLC for the purpose of preparing for a substantial amendment to the Urban Renewal Plan to increase maximum indebtedness (Tom Nelson, Economic Development Manager)**

**5. STAFF REPORTS**

**6. ADJOURN**

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

**October 4, 2011**

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

**URA BOARD REGULAR MEETING**

1. **CALL TO ORDER:** Chair Keith Mays called the meeting to order at 7:02 pm.
2. **URA BOARD PRESENT:** Chair Keith Mays, Dave Grant, Linda Henderson, Robyn Folsom, Matt Langer, Bill Butterfield and Krisanna Clark.
3. **STAFF AND LEGAL COUNSEL PRESENT:** City Manager Jim Patterson, Police Chief Jeff Groth, Police Captain Mark Daniel, Community Development Director Tom Pessemier, Economic Development Manager Tom Nelson, Finance Director Craig Gibons, Community Services Director Kristen Switzer, Public Works Director Craig Sheldon, Program Manager Amy Burns, Planning Manager Julia Hajduk, Planning Associate Michelle Miller, Library Manager Pam North, and Agency Recorder Sylvia Murphy. City Attorney Paul Elsner.

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

**4. CONSENT AGENDA:**

**A. Approval of September 20, 2011 URA Board of Directors Meeting Minutes**

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

Chair Mays addressed the next agenda item.

**5. NEW BUSINESS:**

**A. URA Resolution 2011-018 of the Urban Renewal Agency of the City of Sherwood Oregon authorizing a lot line adjustment and approving the disposition of a resulting parcel of real property on Sherwood Boulevard**

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

With no comments or discussion from the Board, Chair Mays asked for a motion.

**MOTION: FROM MATT LANGER TO ADOPT URA RESOLUTION 2011-018, SECONDED BY ROBYN FOLSOM. ALL PRESENT BOARD MEMBERS VOTED IN FAVOR.**

Chair Mays addressed the next agenda item.

**6. STAFF REPORTS: None.**

7. **ADJOURN:** Chair Mays adjourned the URA Board meeting at 7:05 pm and convened to a City Council meeting.

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Sylvia Murphy, CMC, Agency Recorder

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Keith S. Mays, Chairman

**TO:** Sherwood Urban Renewal Agency Board

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

**SUBJECT: Purchase of Property known as the Railroad Parking Lot by URA**

**Issue**

Should the URA Board amend the URA Plan to allow for property purchase by the URA, and should the URA Board approve the purchase of that property?

**Background**

The property known as the “railroad parking lot” bordering the Union Pacific/Portland & Western line in Old Town Sherwood was formerly leased by the City and used for parking. Records have revealed that the lease was terminated in 2002. Union Pacific’s lease policies have changed making purchase of the property more affordable than an annual lease.

**Other Factors:**

1. The property is needed for improved parking for the Sherwood Community Center.
2. The URA Board must approve a resolution to amend the URA Plan to allow for URA purchase of property for public use.
3. Due to the fact that the Cannery project has been bid under budget, sufficient funds are available for the purchase.

**Financial Analysis**

The URA has sufficient capacity and cash flow to purchase and develop the property.

**Recommendation**

Staff recommends that

1. The URA Board adopt URA Resolution 2011-019 to approve the minor amendment to the URA Plan, and;
2. The URA Board subsequently adopt URA Resolution 2011-020 to approve the purchase of property known as the “railroad parking lot” bordering the Union Pacific/Portland & Western line in Old Town Sherwood.



**URA RESOLUTION 2011-019**

**A RESOLUTION OF THE SHERWOOD URBAN RENEWAL AGENCY APPROVING A MINOR AMENDMENT TO THE SHERWOOD URBAN RENEWAL PLAN, DATED AUGUST 29, 2000, TO ALLOW FOR THE ACQUISITION OF ADDITIONAL PROPERTY**

**WHEREAS**, the Urban Renewal Agency of the City of Sherwood (“Agency”) as the duly designated Urban Renewal Agency for the City of Sherwood, Oregon (“City”) is undertaking to carry out the Sherwood Urban Renewal Plan (“Plan”) which plan was approved by the City Council (“Council”) on August 29, 2000 by Ordinance No. 2000-1098; and

**WHEREAS**, the Plan requires, under Section 503(B)(1), that the URA Board approve certain minor amendments to the Plan without Council ratification for public improvements; and

**WHEREAS**, the Plan’s goals and objectives include the elimination of blighting influences and the promotion of private development found in the Renewal Area, as defined in the Plan; and

**WHEREAS**, the real property known as the “Railroad Parking Lot” in Old Town Sherwood is needed for the promotion of public and private development; and

**WHEREAS**, the Agency plans for the property to be redeveloped for public uses as set forth in Sections 502(B) and 504 of the Plan; and

**WHEREAS**, the Agency may amend the Plan from time to time as authorized by Section 700(C) of the Plan; and

**WHEREAS**, the Plan should be amended at Section 503(C) by adding property to be acquired to allow for acquisition of the property.

**NOW, THEREFORE, BE IT RESOLVED BY THE SHERWOOD URBAN RENEWAL AGENCY FOR THE CITY OF SHERWOOD AS FOLLOWS:**

**Section 1.** The Sherwood Urban Renewal Agency does hereby approve amendment to the plan at Section 503(C) to add additional property for acquisition, described as the property known as the “Railroad Parking Lot” in Old Town Sherwood.

**Section 2.** This Resolution shall be effective upon its adoption by the URA Board.

Duly passed by the City of Sherwood Urban Renewal Agency this 1<sup>st</sup> day of November, 2011

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Keith S. Mays, URA Board Chair

Attest:

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Sylvia Murphy, CMC, Agency Recorder



**URA RESOLUTION 2011-020**

**A RESOLUTION OF THE URBAN RENEWAL AGENCY OF THE CITY OF SHERWOOD FOR PURCHASE OF REAL PROPERTY**

**WHEREAS**, the Urban Renewal Agency of the City of Sherwood (“Agency”), as the duly designated Urban Renewal Agency for the City of Sherwood, Oregon (“City”), is undertaking to carry out The Sherwood Urban Renewal Plan (“Plan”) which Plan was approved by the City Council of the City (“Council”) on August 29, 2000 by Ordinance No. 2000-1098; and

**WHEREAS**, the Plan’s goals and objectives include the elimination of blighting influences and the promotion of private development found in the Renewal Area, as defined in the Plan; and

**WHEREAS**, the real property known as “the Railroad Parking Lot in Old Town Sherwood is currently needed for the promotion of public and private development in the Renewal Area; and

**WHEREAS**, the Agency plans for the property to be redeveloped for public uses as set forth in Sections 502(B) and 504 of the Plan; and

**WHEREAS**, the City has approved an amendment to the Plan for acquisition of property; and

**WHEREAS**, the Owner, has agreed to sell the property at the appraised value subject to URA Board approval.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SHERWOOD URBAN RENEWAL AGENCY:**

**Section 1.** The Agency authorizes the proper agent(s) to execute the necessary documents to purchase the real property known as “the Railroad Parking Lot” in Old Town Sherwood.

**Section 2.** This Resolution shall be effective from and after its adoption by the Agency Board.

**Duly passed by the URA Board this 1<sup>st</sup> day of November 2011.**

\_\_\_\_\_  
Keith S. Mays, URA Board Chair

Attest:

\_\_\_\_\_  
Sylvia Murphy, CMC, Agency Recorder



URA Meeting Date: November 1, 2011

Agenda Item: New Business

**TO:** Sherwood Urban Renewal Agency Board

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

**SUBJECT: URA RESOLUTION 2011-021 AMENDING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SHERWOOD AND THE SHERWOOD URBAN RENEWAL AGENCY**

**Issue**

Should the URA adopt a Resolution to amend the IGA between the City and the URA to add building and property management services?

**Background**

The URA approved URA Resolution 2011-003 on February 16, 2011 to approve an intergovernmental agreement between the City and the URA for various financial, staffing and accounting services. In a recent review of work the City was conducting on behalf of the URA, legal counsel recommended that “property management services” be added to that agreement. The attached resolution and amended IGA do that.

**Recommendation:** Approval of the attached URA Resolution to amend the IGA between the City and the URA to include “property management services”.



**URA RESOLUTION 2011-021**

**A RESOLUTION APPROVING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT FOR THE PROVISIONS OF SUPPORT SERVICES BETWEEN THE CITY OF SHERWOOD AND THE SHERWOOD URBAN RENEWAL AGENCY**

**WHEREAS**, the City of Sherwood, Oregon, a municipal corporation established under ORS Chapter 221 ("City"), and the Sherwood Urban Renewal Agency ("Agency"), a municipal corporation established under ORS Chapter 457, entered into an Intergovernmental Agreement on February 16, 2011 through Resolution 2011- 003 ("Agreement") whereby the City agreed to provide multiple support services to Agency; and

**WHEREAS**, the Agreement did not include City provision of building and property management services to the Agency; and

**WHEREAS**, the URA is charged with administering and implementing the Sherwood Urban Renewal Plan ("Plan") as adopted by the URA Board on August 29, 2000 and approved by the Sherwood City Council through Ordinance No. 2000-1098, which includes, in part, the management of buildings and property within the Plan area; and

**WHEREAS**, Agency desires and City is willing to provide building and property management services for Agency; and

**WHEREAS**, City and Agency wish to amend their existing Agreement authorizing City to provide building and property management services to Agency pursuant to ORS 190;

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

**Section 1:** The Agency Board hereby approves the following amendment to Agreement Section 1.b. authorizing City to provide building and property management services to Agency as indicated below (amended language is underlined):

**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; building and property management; legal services; purchasing; information technology services including internet and telephone services; and office space and supplies.

**Section 2:** This amendment does not affect any other rights, duties or obligations under the Agreement.

**Section 3:** This Resolution shall be in effect upon its approval and adoption.

**Duly passed by the Board of Directors for the Sherwood Urban Renewal Agency this 1st day of November, 2011.**

\_\_\_\_\_  
Keith S. Mays, Board Chair

Attest:

\_\_\_\_\_  
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; building and property management; 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

**TO:** Sherwood Urban Renewal Agency Board

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

**SUBJECT: URA RESOLUTION 2011-022 AUTHORIZING A PERSONAL SERVICES CONTRACT WITH ELAINE HOWARD CONSULTING, LLC FOR THE PURPOSE OF PREPARING FOR A SUBSTANTIAL AMENDMENT TO THE URBAN RENEWAL PLAN TO INCREASE MAXIMUM INDEBTEDNESS.**

**Issue**

Should the URA adopt a Resolution adopting findings and authorizing a Personal Service Contract with Elaine Howard Consulting, LLC?

**Background**

The URA approved URA Resolution 2011-014 on August 16, 2011 to authorize a contract with Tashman Johnson, LLC to prepare for a substantial amendment to the URA Plan to increase maximum indebtedness. Subsequently, Mr. Tashman notified the URA Manager that he would be unable to complete the assignment due to personal reasons. He offered to share his work product to date with another URA Specialist for no charge.

Another well known URA Specialist recommended through the Association of Redevelopment Agencies, Elaine Howard, has been identified to complete this work. Mrs. Howard has submitted the agreement attached to the resolution.

**Other Factors:**

- The URA may negotiate with a single source to provide a special service if the prospective contractor has unique skills and or experience that are required for the performance of the services;
- The URA finds that Elaine Howard Consulting, LLC possesses specialized skills uniquely required for the performance of these services and not possessed by other businesses in Oregon.

**Recommendation:** Approval of the attached resolution to adopt the findings and approve the contract with Elaine Howard Consulting, LLC.





**URA RESOLUTION 2011-022**

**A RESOLUTION AUTHORIZING A PERSONAL SERVICES CONTRACT WITH ELAINE HOWARD CONSULTING, LLC FOR THE PURPOSE OF PREPARING FOR A SUBSTANTIAL AMENDMENT TO THE URBAN RENEWAL PLAN TO INCREASE MAXIMUM INDEBTEDNESS**

**WHEREAS**, ORS 457.220 was amended in 2009 to allow an urban renewal agency to amend the Urban Renewal Plan (URP) to include an indexing factor for maximum indebtedness; and

**WHEREAS**, the Sherwood Urban Renewal Agency (URA) wishes to amend the Sherwood Urban Renewal Plan to include the allowed indexing factor; and

**WHEREAS**, increasing maximum indebtedness requires a substantial amendment to the Urban Renewal Plan; and

**WHEREAS**, SURPAC (Sherwood Urban Renewal Plan Advisory Committee) met August 11, 2011 and recommended an increase in maximum indebtedness to finance priority projects remaining in the plan; and

**WHEREAS**, the URA may negotiate with a single source to provide a special service if the prospective contractor has unique skills and or experience that are required for the performance of the services; and

**WHEREAS**, the URA authorized the Agency Administrator to negotiate a single source contract with Tashman Johnson LLC on August 16, 2011; and

**WHEREAS**, Tashman Johnson, LLC has notified the URA Manager that it will not be able to fulfill its contract due to personal concerns; and

**WHEREAS**, the URA finds that Elaine Howard Consulting, LLC possesses specialized skills uniquely required for the performance of these services and not possessed by other businesses in Oregon as demonstrated by the following:

- Elaine Howard Consulting, LLC specializes in assisting cities and counties in Oregon and Washington with urban renewal planning and implementation;
- Elaine Howard Consulting, LLC has extensive knowledge and experience with urban renewal plans,

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

**Section 1:** The personal services contract for preparation of a substantial amendment to increase maximum indebtedness in an amount not to exceed \$20,000 and attached as Exhibit A to this resolution is awarded to Elaine Howard Consulting, LLC.

**Section 2:** The personnel services contract with Elaine Howard Consulting, LLC executed on behalf of the URA by the Agency Administrator is hereby ratified.

**Section 3:** This Resolution shall be in effect upon its approval and adoption.

**Duly passed by the Board of Directors for the Sherwood Urban Renewal Agency this 1<sup>st</sup> day of November, 2011.**

\_\_\_\_\_  
Keith S. Mays, Board Chair

Attest:

\_\_\_\_\_  
Sylvia Murphy, CMC, Agency Recorder

## PROFESSIONAL SERVICE AGREEMENT

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between the City of Sherwood Urban Renewal Agency ("AGENCY") and Elaine Howard Consulting, LLC ("CONSULTANT").

Whereas AGENCY has requested a proposal for a substantial amendment of the Sherwood Urban Renewal Plan (PROJECT"); and

Whereas CONSULTANT has submitted a proposal and has experience and knowledge in urban renewal consulting, now therefore;

Parties agree as follows:

### 1. Duration

This Agreement shall be effective from the date of execution by both parties and shall remain in effect until and including March 31, 2012 unless terminated or extended by the Agency.

### 2. Scope of Work

Consultant shall provide all services specified in the attached "Exhibit A -- Scope of Work and Budget" which is incorporated into this Agreement by reference.

### 3. Compliance with Laws

Consultant shall comply with all federal, state, and local laws and regulations applicable to this Agreement. Consultant hereby certifies that Consultant is not in violation of any Oregon tax law and that Consultant is an independent contractor as defined in ORS 670.600

### 4. Payment

Agency will pay Consultant for services performed and materials delivered in the amount and manner specified in the Scope of Work and Budget. Consultant will submit monthly invoices to the Agency, which shall make payment within 30 days of receipt of the monthly bill. Consultant may reallocate budget from one category to another without the approval of the Agency. The total amount of this Agreement is \$20,000 plus expenses, which will be billed at cost. Additional meetings in Sherwood in excess of those identified in the Scope of Work (8 meetings in Sherwood) and changes in Scope of Work will only be performed with a written agreement between Agency and Consultant and will be billed at the hourly rate of the consultant performing the work.

### 5. Ownership of Documents

All documents and other products produced by Consultant pursuant to this Agreement are the property of the Agency. Consultant shall maintain books, documents, paper and records pertinent to this Agreement for a period of three years after final payment to the Consultant ("Retention Period"). Consultant shall allow the Agency's authorized representative access to such records during the Retention Period. The cost of any copies of records requested by the Agency shall be reimbursed to the Consultant.

**6. Indemnity and insurance**

Consultant shall defend, save, and hold harmless the Agency, and its respective officers, agents, and employees, from all claims, suits, or actions of whatsoever nature, including intentional acts, resulting from or arising out of the activities of Consultant or its subcontractors, agents or employees under this Agreement including professional negligent acts, errors or omissions of Consultant; provided however, that nothing herein shall be construed to require indemnification of the Agency for liability attributable to the Agency's sole negligence.

Consultant shall maintain professional liability insurance with a combined single limit per occurrence of not less than \$1,000,000 general annual aggregate for malpractice or errors and omissions coverage against liability for professional negligent acts, errors or omissions of Contractor in performance of professional services under this contract.

Consultant shall maintain General Liability insurance on an occurrence basis with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. The Liability Insurance coverage shall provide contractual liability coverage for the indemnity required under this Agreement. The coverage shall name the Agency as Additional Insured with respect to the Consultant's services to be provided under the Agreement.

**7. Assignment**

This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by either party. Other than stated in this paragraph, consultant shall not subcontract for services under this Agreement without written approval of Agency. It is agreed that ECONorthwest is performing the financial portion of this work and that James Vanden Bos will assist in research, document preparation and public presentations.

**8. Termination**

This Agreement may be terminated by mutual consent of the parties. Termination is the sole remedy for breach of the Agreement by either party. In addition, Agency may terminate this Agreement by giving Consultant 10 days' prior written notice of intent to terminate. Termination shall not excuse payment for that portion of the Consultant's fee and expenses properly incurred prior to notice of termination, but neither party shall be liable for indirect or consequential damages arising from termination under this section.

**9. Modification**

Notwithstanding and succeeding any and all prior agreement(s) or practice(s), this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing(s), signed by both parties.

**10. Legal Counsel Review**

Jeannette Launer will review the proposed Amendment and Report on Amendment, City Council Ordinance and any other documents requiring legal counsel review.

Sherwood Urban Renewal Plan Amendment

CONSULTANT: Elaine Howard Consulting, LLC  
705 Terrace Drive  
Lake Oswego OR 97034  
Federal Tax ID#: 51-0650547

BY: \_\_\_\_\_  
Elaine Howard, Principal

DATE \_\_\_\_\_

Sherwood Urban Renewal Agency  
Tom Nelson, Administrator  
22560 SW Pine Street  
Sherwood, OR 97140

BY: \_\_\_\_\_  
Tom Pessemier, Administrator Pro Tem  
Sherwood Urban Renewal Agency

DATE \_\_\_\_\_

## Scope of Work

### Project Background

The City of Sherwood's Sherwood Urban Renewal Plan (Plan) has a Maximum Indebtedness (MI) of \$35,347,600, of which, according to documentation provided by Tashman Johnson LLC, \$3,307,361 .74 remained to be issued as of April 30,2011. This means that no more than the \$3.3 million, plus proceeds from prior debt and program income, can be spent on urban renewal projects and administration over the life of the Plan. This financial capacity is not sufficient to complete the projects under the Plan and

other projects that may be necessary to cure and prevent blight in the Sherwood Urban Renewal Area (Area). Because of this, the City of Sherwood (City) wishes to consider an amendment of the Plan to increase its maximum indebtedness (Proposed Amendment). The increase would be limited to an amount which is 20% of the current MI as modified or "indexed" under ORS 457.220(4).

Because you are proposing to increase the maximum indebtedness of the Plan, the Proposed Amendment is considered a substantial amendment under Oregon statutes. A substantial amendment requires the same procedural steps that would be required for a new urban renewal plan and it also requires a report on the Proposed Amendment (Report). This document is a scope of work and budget for assisting the City and the Sherwood Urban Renewal Agency in preparing the Proposed Amendment and Report, as well as drafts of related notices and staff reports.

## **PROPOSED SCOPE OF WORK**

### ***A. Public Involvement***

The proposed scope of work includes public involvement, which is required in "all stages in the development of an urban renewal plan." We recommend a public meeting prior to beginning the formal adoption process. Additional opportunities for the public to participate will be at the Planning Commission meeting and at the public hearing before the City Council.

### ***B. Draft Urban Renewal Plan Amendment***

The essential parts of the Proposed Amendment will be to define the projects that are to be undertaken, determine the costs and urban renewal share of such projects, project future tax increment revenues, estimate the borrowing capacity of these revenues and compare borrowing capacity to projected expenditures. This would provide the basis for a new maximum indebtedness figure. That figure will be within the statutory 20% limits cited above.

Work on the Proposed Amendment would include the following:

1. **Inventory Existing Conditions in Urban Renewal Area and Document Conditions of Blight**  
A substantial amendment of the Plan requires that the City Council find that the Area continues to be a blighted area as defined in statute. There are no precise tests of whether an urban renewal area is blighted or not, but some conditions of blight that were found when the Plan was adopted still remain and others will be inventoried. The inventory of existing conditions will include need for public facilities to support redevelopment, improvement to land value ratios (a measure of whether a parcel is underdeveloped), street and sidewalk conditions, and utility conditions. We will rely on City staff to provide data on street, sidewalk and utility conditions.
2. **Determine Necessary Urban Renewal Projects**  
We will consult with city staff to determine what urban renewal projects and programs are required to complete the Plan and cure and prevent blight in the Area. City staff will describe which projects in the existing Plan have been completed and which will be future projects.
3. **Determine Project Costs and Urban Renewal Share**  
City staff will provide cost estimates of the projects listed in Task 2.
4. **Project Tax Increment Revenues and Borrowing Capacity and Determine Required Maximum Indebtedness**  
The financial analysis is a critical part of the Proposed Amendment and the Report, and is the basis for the City Council making a finding that the Proposed Amendment is economically feasible. We will project the tax increment revenues likely to be available for the Plan, identifying and taking into account development and redevelopment opportunity sites, land use regulations and the impacts of the anticipated urban renewal investments. We will then project the borrowing capacity of the tax increment revenue stream, and provide a suggested schedule of long and short term borrowings. We will coordinate all this analysis with the Project Manager and Finance Director.
5. **Review Provisions for Plan Amendments**  
We will review the current provisions for future plan amendments and discuss with staff whether changes to those provisions may be appropriate. If changes are desired we will draft the necessary language.
6. **Draft Proposed Amendment**  
We will compile a draft Proposed Amendment, consisting primarily of the elements discussed above and other required elements such as the relationship of the Urban Renewal Plan to local objectives as stated in the Comprehensive Plan and its implementing ordinances and codes.

**C. Draft Amendment Report**

We will prepare the Amendment Report as required by ORS 457.085(3)(a.-i.).The report is primarily a technical document that provides background information and is a basis for the findings that the Council must make in adopting the plan.

### **D. Adoption Process**

We will provide the ordinances, notices and the substance of the staff reports required for adoption of the Amendment.

- The Planning Commission must review the proposed urban renewal plan (primarily for conformance to the City's Comprehensive Plan) and make a recommendation to Council.
- The Proposed Amendment and Report will be sent to the overlapping taxing districts, and the City should offer to meet with representatives of those districts to discuss the potential impacts.
- A meeting with the County Board of Commissioners is required, but no action need be taken by the County if all of the property in the UR Area is within the City limits.
- The Council must hold a public hearing before adopting a non-emergency ordinance approving the Proposed Amendment. Notice of the hearing on the Proposed Amendment must be sent to each individual household in the City in accordance with ORS 457.120.
- A notice of Plan adoption must be published and the Plan recorded and the Plan and Report transmitted to the County Assessor.

We will also prepare summary documents for the Planning Commission, City Council, and County Commission meetings and will assist in the presentations for these meetings.

## **BUDGET**

The work will be completed for a fee of \$20,000. Monthly invoices will cite the progress made on the project and hours worked on the project. We will bill according to the hours worked and the hourly rates.

Our hourly fees are shown below. Travel time is billed at half the hourly rate. Expenses are to be reimbursed at cost, and mileage is billed at the federally established rate (2011 rate is \$0.55 per mile).

Hourly rates:

Elaine Howard	\$150
James Vanden Bos	\$ 65
Nick Popenuk (ECO)	\$ 95
Carole Connell *	\$100 (not to exceed \$1,300)
Jeannette Launer	\$250

\*This may be billed under a separate purchase order with the City of Sherwood.

## **SCHEDULE**

The work can be started immediately and will take 3-4 months to complete, subject to timely scheduling of public meetings.

## **City Responsibilities**

The City of Sherwood will provide the following:

- Meeting space for all meetings
- Costs for publishing notice for all meetings (open public meeting, Planning Commission meeting, City Council meeting)



## Sherwood Urban Renewal Plan Amendment

- Preparation and mailing of super-notice required for a substantial amendment
- Mailing of taxing jurisdictions notices
- Recording of Plan on adoption
- Publishing notice of adoption of Plan
- GIS assistance, including the following
  - Acreage
  - Zoning
  - Comprehensive Plan designation
  - Property ID number
  - Address
  - Ownership

# Approved Minutes

**SHERWOOD URBAN RENEWAL AGENCY BOARD OF DIRECTORS  
MEETING MINUTES  
November 1, 2011**

22560 SW Pine Street, Sherwood Oregon 97140

**URA BOARD REGULAR MEETING**

1. **CALL TO ORDER:** Chair Keith Mays called the meeting to order at 7:36 pm.
2. **URA BOARD PRESENT:** Chair Keith Mays, Dave Grant, Linda Henderson, Matt Langer, Bill Butterfield and Krisanna Clark. Robyn Folsom was absent.
3. **STAFF AND LEGAL COUNSEL PRESENT:** City Manager Pro Tem Tom Pessemier, Finance Director Craig Gibbons, Public Works Director Craig Sheldon, Economic Development Manager Tom Nelson, Police Chief Jeff Groth, Administrative Assistant Kirsten Allen and City Recorder Sylvia Murphy. City Attorney Chris Crean.

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

**4. CONSENT AGENDA:**

**A. Approval of October 4, 2011 URA Board of Directors Meeting Minutes**

**MOTION: FROM LINDA HENDERSON TO APPROVE THE CONSENT AGENDA, SECONDED BY BILL BUTTERFIELD. ALL PRESENT BOARD MEMBERS VOTED IN FAVOR (ROBYN FOLSOM WAS ABSENT).**

Chair Mays addressed the next agenda item.

**5. NEW BUSINESS**

**A. URA Resolution 2011-019 of the Sherwood Urban Renewal Agency approving a minor amendment to the Sherwood Urban Renewal Plan, dated August 29, 2000, to allow for the acquisition of additional property**

Tom Nelson, Economic Development Manager came forward and informed the Board that it has been brought to our attention that the property lease for the property on Railroad known as the gravel lot, had expired in 2002 and we no longer have a lease. Tom stated he thought this may have occurred when there was a change from Southern Pacific to Union Pacific.

Tom stated the space is needed for improved parking for the Community Center and said staff has been in negotiations with the Railroad and said their leasing practices are different now in comparison to prior years. Tom informed the Board the lease was approximately \$100 per year and today it's about 10% of the purchase price per year, at approximately \$20,000 per year.

Tom stated the Railroad has indicated they are willing to sell the property and said this would be the best avenue for us and the purchase would be for an appraised value. Tom stated staff would like to move forward and receive approval for the property purchase at the appraised value.

Tom informed the Board the first step would be to do a minor amendment to the Plan to purchase property for public use. Tom reminded the Board that in the past, the City Council had to also pass an amendment to purchase property, but this was for property that would not necessarily be for public use. Tom stated the Board needs to take this action first and then authorize the Urban Renewal Agency Administrator to negotiate the purchase of the property.

Chair Mays asked if this would then come back to the Board for approval. Tom replied the Board would grant the authority this evening with the next resolution on the agenda.

Chair Mays stated it was unfortunate the lease expired and the railroad didn't want to continue the terms and said it was on the radar to secure the property for the community and old town, primarily for parking. He said if we are able to acquire the property we would be able to improve it and have functional space.

Mr. Grant asked if the City was continually paying on a month to month basis until today. Tom replied no, the City has not paid since 2002 and said we have not received a bill.

Mr. Grant asked if we had planned on improving the space for the cannery development. Tom replied this is how it was brought to our attention that the lease had expired, was when we notified them we were going to make improvements to the property.

Ms. Henderson asked about the appraised value and why the Board was not discussing this and asked if staff would be coming back to the Board for approval of a purchase price.

Tom replied we have not had it appraised yet and his plan was to seek authorization of purchase based on the appraised value as this is very timely with the Community Center project.

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

**MOTION: FROM DAVE GRANT TO ADOPT URA RESOLUTION 2011-019, SECONDED BY BILL BUTTERFIELD. ALL PRESENT BOARD MEMBERS VOTED IN FAVOR (ROBYN FOLSOM WAS ABSENT).**

Chair Mays addressed the next agenda item.

**B. URA Resolution 2011-020 of the Urban Renewal Agency of the City of Sherwood for purchase of real property**

Tom Nelson, Economic Development Manager explained this resolution would authorize the URA Administrator to negotiate the price and purchase the property. Tom referenced

language in the resolution, *"the owner has agreed to sell the property at the appraised value subject to URA Board approval"*.

Mr. Butterfield asked who the negotiator would be, Tom indicated Tom Pessemier would be the negotiator as the Urban Renewal Agency Administrator.

Ms. Henderson asked if we would be getting only one appraisal. Tom confirmed this is what is usually done.

Tom Pessemier informed the Board that typically the Railroad has their own appraiser and staff would be looking at an independent appraisal as well and if there was a major discrepancy in the appraisal reports, he would bring the information back to the URA Board for consideration. Tom P. stated staff doesn't anticipate this as staff has worked with the Railroad in the past and is familiar with them.

Tom Nelson informed the Board that the Railroad has informed staff the appraised value is roughly \$15.50 a square foot and this was comparable to other properties in the area, this equates to \$270,000 for 17,000 square feet.

Ms. Henderson asked if there was a plan on the books on how the pavement would be utilized as a parking structure. Tom Nelson replied it would be public parking.

With no other Board questions, the following motion was received.

**MOTION: FROM LINDA HENDERSON TO ADOPT URA RESOLUTION 2011-020, SECONDED BY KRISANNA CLARK. ALL PRESENT BOARD MEMBERS VOTED IN FAVOR (ROBYN FOLSOM WAS ABSENT).**

Chair Mays addressed the next agenda item.

**C. URA Resolution 2011-021 approving an amendment to the Intergovernmental Agreement for the provisions of support services between the City of Sherwood and the Sherwood Urban Renewal Agency**

Chair Mays stated the City Council considered a similar resolution this evening.

Tom Nelson, Economic Development Manager confirmed and stated this is just the Urban Renewal Agency's approval of the amendment.

Chair Mays asked for questions from the Board, with none heard, the following motion was received.

**MOTION: FROM LINDA HENDERSON TO ADOPT URA RESOLUTION 2011-021, SECONDED BY BILL BUTTERFIELD. ALL PRESENT BOARD MEMBERS VOTED IN FAVOR (ROBYN FOLSOM WAS ABSENT).**

Chair Mays addressed the next agenda item.

**D. URA Resolution 2011-022 authorizing a Personal Services Contract with Elaine Howard Consulting, LLC for the purpose of preparing for a substantial amendment to the Urban Renewal Plan to increase maximum indebtedness**

Tom Nelson, Economic Development Manager came forward and informed the Board that he had received notification from Tashman Johnson that due to personal reasons he needed to cancel his contract and not accept any payment and pass the work onto another consultant.

Chair Mays stated the Urban Renewal Agency wasn't out any money due to the cancellation of the contract and Tom Nelson confirmed and said the work that we thought would be done last month has not been completed.

Tom informed the Board that Elaine Howard LLC is very well known in the consulting community for urban renewal and is a member of AORA (Association of Oregon Redevelopment Agencies) and said staff is recommending approval of the contract.

Chair Mays asked for questions from the Board.

Mr. Butterfield confirmed that Ms. Howard was recommended and asked if staff had looked at other consultants. Tom confirmed Elaine Howard was recommended and said there are limited consultants in the state that do urban renewal type of work and said she is in a network of other consultants and Ms. Howard may sub work out as well.

Mr. Butterfield asked what the fee was for Ms. Howard in comparison to Tashman Johnson. Tom replied her fee is \$20,000 and believes Tashman Johnson was \$17,700 and said Mr. Tashman had not addressed legal counsel in reviewing the work and Ms. Howard works with a professional that does a lot of urban renewal work.

Ms. Henderson asked if the scope of work was the same and if an RFP was issued.

Tom confirmed the scope of work was the same and replied an RFP was not issued.

Ms. Henderson asked if we had issued an RFP would Ms. Howard have likely bid on it and asked if Ms. Howard is local. Tom replied yes and confirmed she is a local consultant.

With no other Board questions received the following motion was made.

**MOTION: FROM DAVE GRANT TO ADOPT URA RESOLUTION 2011-022, SECONDED BY LINDA HENDERSON. ALL PRESENT BOARD MEMBERS VOTED IN FAVOR (ROBYN FOLSOM WAS ABSENT).**

Chair Mays addressed the next agenda item.

**6. STAFF REPORTS:**

Ms. Henderson asked Tom Nelson to provide an update on the Cannery Square.

Tom Nelson replied the plaza is scheduled to open on December 3<sup>rd</sup> for the Tree Lighting Ceremony and said they held a progress report meeting today and the contractors are being pressed and they believe they will have substantial completion by November 23<sup>rd</sup>.

Tom stated one issue came up with three plaza streetlights being on backorder and due to the contractor's agreement to have it completed by November 23<sup>rd</sup>, the contractor will be installing three other streetlights and will replace them in January. Tom stated the different lights aren't very noticeable as they are 4 inches in diameter verses 5 inches.

**7. ADJOURN:** Chair Mays adjourned the URA Board meeting at 7:50 pm.

  
Sylvia Murphy, CMC, District Recorder

  
Keith S. Mays, Chair