

**URBAN RENEWAL AGENCY MEETING MINUTES
JUNE 8, 2009**

0001 **DATE. COUNCIL CHAMBERS, CITY HALL, CITY OF WOODBURN,
COUNTY OF MARION, STATE OF OREGON, JUNE 8, 2009.**

CONVENED. The Urban Renewal Agency meeting convened at 6:20 p.m. with Chair Figley presiding.

ROLL CALL.

Chair	Figley	Present
Member	Berkey	Absent
Member	Cox	Present
Member	Lonergan	Present
Member	McCallum	Present
Member	Pugh	Present
Member	Schmidt	Present

Staff Present: City Administrator Derickson, Asst. City Attorney Stuart, Finance Director Gillespie, Public Works Director Brown, Community Development Director Hendryx, City Recorder Tennant

0020 **CONSENT AGENDA.**

A) approve the Urban Renewal Agency minutes of June 9, 2008.

McCALLUM /LONERGAN ... adopt the Consent Agenda as presented. The motion passed unanimously.

0057 **PUBLIC HEARING TO CONSIDER THE WOODBURN URBAN RENEWAL AGENCY'S FISCAL YEAR 2009-10 BUDGET.**

Chair Figley declared the public hearing open at 6:22 p.m..

Finance Director Gillespie stated that following the April 18, 2009 budget meeting, the Urban Renewal Budget Committee recommended a budget for fiscal year 2009-10 in the amount of \$2,031,000. Revenues consist of beginning fund balance, property taxes, and interest income. The recommended budget will fund the Front Street improvement project from Cleveland Street to Highway 214, pay the debt service due on the bank loan, reimburse the City for special administrative, legal, and auditing services, and provide for adequate reserves for bond indebtedness.

No one in the audience spoke either for or against the proposed Urban Renewal Agency budget.

Chair Figley declared the public hearing closed at 6:24 p.m.

0176 **RESOLUTION 09-01 ADOPTING A BUDGET FOR FISCAL YEAR 2009-10,
MAKING APPROPRIATIONS, AND LEVYING TAXES.**

LONERGAN/COX.... adopt Resolution 09-01 as presented.

On roll call vote, the motion passed unanimously. Chair Figley declared Resolution 09-

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01 duly passed.

0215 **REIMBURSEMENT AGREEMENT FOR SERVICES, MATERIALS, AND PROJECTS FOR FISCAL YEAR 2009-10.**

Staff recommended the approval and authorization to sign a reimbursement agreement with the City for payments made out of City funds for urban renewal projects and miscellaneous expenses in an amount not to exceed \$778,407 for fiscal year 2009-10. Under Urban Renewal law, tax receipt revenues received are to be used for debt retirement such as bonds, loans from public or private agencies, or by contractual arrangement.

COX /PUGH ... approve and authorize the Chair of the Agency to execute the attached reimbursement agreement between the Woodburn Urban Renewal Agency and the City of Woodburn for fiscal year 2009-10.

The motion passed unanimously.

250 **ADJOURNMENT.**

McCALLUM/LONERGAN ... meeting be adjourned. The motion passed unanimously.

The meeting adjourned at 6:27 p.m..

APPROVED _____
KATHRYN FIGLEY, CHAIR

ATTEST _____
Recorder
City of Woodburn, Oregon



Agenda Item

June 14, 2010

TO: Urban Renewal Agency Board through City Administrator
FROM: Ignacio Palacios, Finance Director
SUBJECT: **Adoption of Woodburn Urban Renewal Agency's 2010/11 Budget**

RECOMMENDATION:

The Urban Renewal Agency Board consider testimony during the public hearing and adopt the attached resolution setting the City of Woodburn Urban Renewal Agency budget for the fiscal year 2010-2011.

BACKGROUND:

On May 15, 2010 the Woodburn Urban Renewal Agency Budget Committee approved the proposed Woodburn Urban Renewal Agency 2010-2011 Budget and approved its forwarding to the Board of the Woodburn Renewal Agency for a hearing as required by State of Oregon Budget Law.

DISCUSSION:

The attached resolution is consistent with the budget policies adopted by the Woodburn Urban Renewal Agency Budget Committee in January 2009.

FINANCIAL IMPACT:

The resolution adopts the fiscal year 2010-2011 annual budget of \$1,545,000.

Agenda Item Review: City Administrator City Attorney Finance

URBAN RENEWAL RESOLUTION NO. 10-01

A RESOLUTION ADOPTING THE CITY OF WOODBURN URBAN RENEWAL BUDGET FOR THE FISCAL YEAR 2010-2011

WHEREAS, the Woodburn Urban Renewal Agency Budget Committee met and approved the Proposed Budget on May 15, 2010; and

WHEREAS, the Notice of Budget Hearing and Financial Summary were published in the "Woodburn Independent" on June 2, 2010 as required by ORS 294.416; and

WHEREAS, a public hearing was held on June 14, 2010; **NOW, THEREFORE,**

THE WOODBURN URBAN RENEWAL AGENCY RESOLVES AS FOLLOWS:

Section 1. The Woodburn Urban Renewal Agency Board adopts the budget for the fiscal year 2010-11 in the sum of \$1,545,000. A copy of the budget document is now on file at City Hall, 270 Montgomery Street, Woodburn, Oregon.

Section 2. The amounts for the fiscal year beginning July 1, 2010 and for the purposes shown below are hereby appropriated as follows:

General Fund

Materials & Services	\$ 227,750
Contingency	<u>1,317,250</u>
Total	\$1,545,000

Section 3. That the Woodburn Urban Renewal Agency Board hereby resolves to certify to the county assessor for the City of Woodburn Urban Renewal Agency Plan Area a request for the maximum amount of revenue that may be raised by dividing the taxes under section 1c, Article X1, of the Oregon Constitution, and none of the amount to be raised through the imposition of a special levy.

Approved as to Form: _____
City Attorney

Date

APPROVED: _____
Kathryn Figley, Chair

Passed by the Agency
Submitted to the Chair
Approved by the Chair

ATTEST: _____
Christina Shearer, City Recorder
City of Woodburn, Oregon



Agenda Item

June 14, 2010

TO: Woodburn Urban Renewal Agency
Honorable Mayor and City Council

FROM: Ignacio Palacios, Finance Director

SUBJECT: **Reimbursement Agreement for Services, Materials and Projects**

RECOMMENDATION:

It is recommended that the Urban Renewal Agency and the City Council approve and authorize, respectively, the Chair of the Agency and the City Administrator to execute the attached reimbursement agreement between the Woodburn Urban Renewal Agency and the City of Woodburn for fiscal year 2010/11.

BACKGROUND:

Urban Renewal law requires tax receipts received by an urban renewal agency to be used primarily to retire debt. Indebtedness can be established by issuing bonds, through loans from public or private agencies, or by contractual arrangement.

In April 2005 the City Council and Urban Renewal Agency authorized the execution of a reimbursement agreement for fiscal years 2004-06. Subsequent annual extensions have extended the agreement to June 30, 2010.

DISCUSSION:

Tax receipts of \$540,000 and interest of \$5,000 are estimated to be received in 2010/11, and Beginning Fund Balance is forecast to be \$1,000,000 providing total resources of \$1,545,000 for FY 2010/11. Of that amount, \$342,000 must be reserved for debt service. The balance (\$1,203,000) can be used only to retire debt and reasonable administrative costs – the proposed reimbursement amount represents 2.7% of the total adopted budget.

Agenda Item Review: City Administrator ___x___ City Attorney ___x___ Finance ___x___

The attached agreement facilitates the Agency's reimbursement of costs advanced by the City for the 2010-2011 fiscal year and are consistent with the agreements adopted in prior fiscal years.

FINANCIAL IMPACT:

Total administrative costs reimbursed to the City of Woodburn are \$40,920 (or 2.7% of the 2010-2011 adopted budget).

**AGREEMENT FOR SERVICES BETWEEN WOODBURN URBAN RENEWAL
AGENCY AND CITY OF WOODBURN**

This Agreement for Services (Agreement) is entered into between the City of Woodburn (City), an Oregon municipal corporation, and the Woodburn Urban Renewal Agency (the Agency), the urban renewal agency of the City of Woodburn, created pursuant to ORS 457.035 through ORS 457.460.

Recitals

Whereas, by Ordinance No. 2283 the City activated its urban renewal agency pursuant to ORS 457.055, and designated the City Council of the City of Woodburn to exercise the urban renewal powers pursuant to ORS 457.045 (3); and

Whereas, by Ordinance No. 2298 the City Council adopted the Woodburn Urban Renewal Plan (Plan), Section 1100 of which states, in part:

“...the Agency may borrow money from, or lend money to a public agency in conjunction with a joint undertaking of a project authorized by this plan.”; and

Whereas, Section 600 of the Plan identifies as projects which may be undertaken pursuant to the Plan in the urban renewal area: A) Public Improvements including construction and repair of parks, streets, and sidewalks; and C) Plan Administration including personnel and other administrative costs incurred in management of the renewal plan; and

Whereas, the City and the Agency work in partnership to accomplish the provisions of the Plan adopted by the City Council and put before the Agency for implementation, and

Whereas, the City and the Agency wish to clarify the relationship between the City and the Agency with respect to services to be provided by the City to the Agency, and the Agency’s obligation to pay the City for those services, and

NOW THEREFORE, the City and the Agency agree as follows:

Terms of Agreement

In consideration for reimbursement for the costs of services and materials and projects according to the terms of this Agreement, the City will provide the following services and materials to the Agency according to the terms of this Agreement:

1. Personnel Services.
 - 1.1 City staff to provide all staff services required to implement and administer the Plan and any other Agency activities. Staff assigned to perform functions in support of the Agency will continue to be

employees of the City and will provide services to implement Plan as directed by the Agency.

1.2 The City Administrator has final and exclusive authority over decisions to hire, fire and discipline the City employees assigned to perform functions in support of the Agency, under the City's personnel rules and policies.

1.3 Except as specifically provided in other sections of this Agreement or as set out in a future written agreement of the parties, charges to the Agency for materials will be the same as any inter-departmental City charge.

2. Insurance.

2.1 The City will procure and maintain property and liability insurance covering the Agency's activities at such levels as the Agency deems necessary and appropriate. The City will not charge the Agency for insurance premiums pursuant to this Agreement. Nothing in this Agreement, however, shall prevent the City from requiring the Agency to pay for this coverage in future written agreements.

3. Professional and Consulting Services.

3.1 The City and the Agency will consult with one another regarding selection of independent contractors providing professional and consulting services, including bond counsel and the financial advisor for debt issuance for the Agency, if any; general or specialized urban renewal consulting, and audit services for the Agency.

4. Legal Services.

The Agency may obtain legal services from the City Attorney and/or outside legal counsel as the Agency determines, in consultation with the City, best meets the needs of the project or issue at hand. The Agency shall not reimburse the City for legal services requested of the City Attorney for the period of this Agreement. Nothing in this Agreement, however, shall prevent the City from requiring reimbursement from the Agency for these services in future written agreements. The Agency shall be responsible for the cost of legal services provided to the Agency by outside legal counsel.

4.2 If legal services are provided jointly to the City and the Agency, the City and the Agency will agree on a cost allocation for such services prior to such services being rendered.

5. Accounting Services.

5.1 The City shall provide all accounting services related to the Agency's debt service fund and investment of funds pursuant to this Agreement. Nothing in this Agreement, however, shall prevent the City from requiring reimbursement from the Agency for these services in future written agreements. The City will not charge the Agency for these accounting services pursuant to this Agreement.

6. Financial Matters.

6.1 Except as specifically provided herein, the City agrees that it will not make any charge against any Agency account without first obtaining the approval of the Agency.

6.2 The Agency will cooperate with providing all necessary financial information to the City for the City to include in its annual financial statements.

6.3 The Agency's financial records will be available for inspection by City at all reasonable times.

7. Public Improvements.

7.1 The City will act as the lead agency for the purpose of constructing projects in the urban renewal area, and will be responsible for project design and engineering, obtaining any planning approvals and permits, for forwarding payment of any standard fees, and for construction management for construction projects.

7.2 Projects that will be constructed in the urban renewal area during the term of this Agreement, consistent with those shown on Exhibit A, are joint projects of the City and the Agency. The Agency and the City shall share the costs of these projects according to the reimbursement schedule in Exhibit A.

7.3 All public improvements constructed by the City and Agency during the term of this Agreement shall be accepted, owned, and maintained the City after construction is complete.

8. Compensation. Agency shall pay to the City an amount not-to-exceed \$42,000 for the services and projects described in this Agreement during

the term of the Agreement. Payment shall be for the amounts actually expended by the City for the services and projects listed on the schedule for Agency's payment for such services and projects, which is attached hereto and incorporated as Exhibit A. Exhibit A may be amended by mutual agreement of the parties.

9. Term and Termination.

9.1 The term of this Agreement shall be effective July 1, 2010 and shall continue through June 30, 2011, unless terminated pursuant to this section.

9.2 Either party may terminate this Agreement at any time by giving the other party written notice not less than ninety (90) days prior to the proposed termination date.

DATED this 14th day of June, 2010.

WOODBURN URBAN RENEWAL AGENCY

CITY OF WOODBURN, OREGON

Chair

City Administrator

Exhibit A

CITY of WOODBURN

**SCHEDULE of SERVICES, MATERIALS, and PROJECTS REIMBURSED by the
WOODURN URBAN RENEWAL AGENCY**

2010-11

Reimbursable	Maximum Reimbursement	
Personal Services-City Administrator	9,300	5.0%
Personal Services-Finance Director	7,400	5.0%
Personal Services-Comm Dev Director	6,720	5.0%
Overhead	11,000	
Audit Services	6,500	
TOTAL	\$40,920	