



*Home of the Tualatin River National Wildlife Refuge*

# **URBAN RENEWAL AGENCY MEETING PACKET**

**FOR**

**Tuesday, January 17, 2017**

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

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

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

**Tuesday, January 17, 2017**  
(Following the 7:00 pm City Council Meeting)

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

**URA BOARD REGULAR MEETING**

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. CONSENT AGENDA**
  - A. Adoption of December 20, 2016 URA Board Meeting Minutes**
- 4. NEW BUSINESS**
  - A. URA Resolution 2017-001 Authorizing the URA Manager to sign an Intergovernmental Agreement between the Sherwood Urban Renewal Agency and the City of Sherwood (Tom Pessemier)**
- 5. ADJOURN**

**SHERWOOD URBAN RENEWAL AGENCY BOARD OF DIRECTORS  
MEETING MINUTES**  
**Tuesday, December 20, 2016**  
**22560 SW Pine Street, Sherwood, Oregon 97140**

**REGULAR SESSION**

- 1. CALL TO ORDER:** Chair Clark called the meeting to order at 8:50 pm.
- 2. BOARD PRESENT:** Chair Krisanna Clark, Jennifer Harris, Jennifer Kuiper, Linda Henderson, Renee Brouse, Dan King and Sally Robinson.
- 3. STAFF PRESENT:** City Manager Joe Gall, Assistant City Manager Tom Pessemier, City Attorney Josh Soper, Finance Director Katie Henry, and Agency Recorder Sylvia Murphy.
- 4. CONSENT AGENDA**
  - A. Adoption of September 20, 2016 URA Board Meeting Minutes**
  - B. Adoption of October 18, 2016 URA Board Meeting Minutes**

**MOTION: FROM RENEE BROUSE TO ADOPT THE CONSENT AGENDA, SECONDED BY DAN KING. MOTION PASSED 5:0, ALL PRESENT MEMBERS VOTED IN FAVOR. (HARRIS AND HENDERSON NOT PRESENT TO VOTE).**

Chair Clark addressed the next agenda item.

**5. PUBLIC HEARING**

**A. URA Resolution 2016-004 Authorizing the URA Manager to sell property owned by the Sherwood Urban Renewal Agency; cannery subdivision lot 1**

Assistant City Manager Tom Pessemier stated he would provide one staff report for all the resolutions on the agenda. He said this is a culmination of a process that has been underway for a number of years, starting with SURPAC discussions on URA owned properties and which properties the URA might want to divest itself of, and take those monies and reinvesting to either pay off debt or additional projects the Board may want to do in the future. He said since SURPAC dissolved the URA board has had conversations in work sessions about the properties, the market and ultimately decided to hire an appraiser to appraise five different properties. He said after a recent URA Board meeting, the three properties in the cannery area were the most ideal given the market conditions, to at least begin considering what we could do from a market perspective and ultimately begin selling those properties.

Tom said the three resolutions before the Board tonight are all for the cannery PUD that was done. He said Lot #1 includes the Center for the Arts building. He said the vision there has always been to partition a portion of the property for a pad that is close to Pine Street. He said it's about 4250 square feet. He said URA Resolution 2016-004 is authorizing the URA Manager to partition

that site. He said he also noted some restrictions relative to the sale of the property and explained; the building would be constructed to meet the requirements of the PUD that was approved for the cannery including the pattern book that was adopted by the City Council; that it has a similar look to the adjacent Center for the Arts building with more glazing or brick than is currently on the Center; ensuring that the building is compatible with the Center for the Arts and that the partition does not significantly impact the regular parking for the Center for the Arts. He said these are the conditions that we briefly spoke about and he wanted to apply more formal terms so that as we move forward there is some certainty as to what we would be trying to accomplish in working with a potential purchaser and still retain the character.

**B. URA Resolution 2016-005 Authorizing the URA Manager to sell property owned by the Sherwood Urban Renewal Agency; cannery subdivision lot 3**

Tom addressed URA Resolution 2016-005 and said this lot is a piece of property that has been envisioned as a one story office/retail that would have a little bit of parking in the back. He said the conditions are; the building meets the requirements of the PUD including the pattern book and has a similar look to the Center for the Arts building, trying to keep the consistent pattern of the plaza and the Center for the Arts.

**C. URA Resolution 2016-006 Authorizing the URA Manager to sell property owned by the Sherwood Urban Renewal Agency; cannery subdivision lot 4**

Tom addressed URA Resolution 2016-006 and said this lot is bigger and adjacent to the plaza and the restrictions would be; a building that was multiple stories and meets the requirements of the PUD including the pattern book; has a similar look to the Center for the Arts, with increased ground floor glazing, increased use of brick; and the use of the building is compatible with the adjacent public plaza.

Chair Clark addressed URA Resolution 2016-004 and opened a public hearing. With no public testimony received, Chair Clark closed the hearing and asked for Board questions.

Ms. Kuiper asked if there was any interest in the site. Tom responded he has spoken with someone that has interest and said they have an aggressive schedule due to the timing of their lease and said if we move forward we could see something happening this calendar year. She asked if staff had any concerns with the existing PUD development considerations for design that would inhibit aesthetics if it is facing in one direction rather than another? She asked if those existing design standards are going to ensure what gets developed on Lot 1?

Tom replied he believes so and said the pattern book as well as the Old Town requirements on the cannery side speak to reinforcing corners, a fair amount of glazing or glass on the building and said it should be something that is compatible and comparable.

Ms. Harris asked, assuming what goes in this location, they will have their own parking and would not be cannibalizing on what is already there? Tom replied, no, there would not be any room for additional parking. He said this was always envisioned, and when we were working with Capstone Development the parking was always a question, and one of the features that we realized is that

the parking for events will differ. He said the businesses would probably be more daytime operational types of businesses. He said Capstone wanted to purchase a portion of the parking lot and actually purchased parking spots, and said he did not know if this is what we would do and this is why the specific provision was noted, so that it did not negatively impact the Center for the Arts parking. He said Capstone was willing to pay for that and were willing to compensate the URA for some of the work that was done and we tracked that project separately to ensure we could recover those capital costs. He said this obviously is not going to happen and the parking will be shared. He said there is also on-street parking and parking along the back. He said there will be a site plan that they will have to go through and this is something that will be heard by the planning commission to make sure they meet the requirements. He informed the Board that the site plan was done for that site as it was one that was considered originally.

Ms. Harris stated, we did not have a tenant for the other space either? Tom replied, no, but they were all considered in the parking calculations. She said they have already considered a full service restaurant, the Center and that the 14 parking spot in the street are good? Tom replied, essentially.

Ms. Henderson asked what is the maximum height requirement for that building? Tom replied, on this side of the tracks it's three stories, 40 feet. He said we are planning for a one-story building.

Ms. Kuiper referred to Tom indicating "planning" and asked if this is codified. Tom replied he did not specify that it is a one-story building, but it would not make sense to do more. Ms. Kuiper commented regarding aesthetics and referred to the Center for the Arts being a two-story building.

Ms. Harris stated they did not want a building that is two-stories.

Ms. Henderson asked if staff envisioned the building being perpendicular to the Center? Tom replied yes. She confirmed longer and along Pine Street, Tom replied yes.

Mayor Clark asked for other questions, with none heard, she asked for a motion.

**MOTION: FROM LINDA HENDERSON TO ADOPT URA RESOLUTION 2016-004, SECONDED BY RENEE BROUSE. MOTION PASSED 7:0, ALL MEMBERS VOTED IN FAVOR.**

Chair Clark stated since staff has provided a staff report for all three resolutions, she addressed **URA Resolution 2016-005 authorizing the URA Manager to sell property owned by the Sherwood Urban Renewal Agency; cannery subdivision lot 3.**

Chair Clark opened the public hearing. With no testimony received, she closed the public hearing and asked for a motion.

**MOTION: FROM LINDA HENDERSON TO ADOPT URA RESOLUTION 2016-005, SECONDED BY DAN KING. MOTION PASSED 7:0, ALL MEMBERS VOTED IN FAVOR.**

Chair Clark addressed **URA Resolution 2016-006 authorizing the URA Manager to sell property owned by the Sherwood Urban Renewal Agency; cannery subdivision lot 4**

Chair Clark opened the public hearing, with no testimony received, she closed the public hearing.

Ms. Kuiper referred to the cannery square and the water feature and asked if a building gets constructed here with a back that is just facing the water feature, would that be considered legally as a compatible use, because the way it's written in the code. She further clarified a building not being of a compatible use. Tom replied from a planning commission perspective and given the fact that it is in Old Town and there is zero requirements, the planning commission as long as it meets PUD standards and reinforces the corner, has glazing and other things, it would certainly meet code requirement. He said he specifically put in the conditions that the use of the building is compatible with the adjacent public plaza, so this would be something the URA Manager would be looking at as they are working with the sale and would try to make the sale contingent on certain things, such that we would make sure that it would be, because we would have to go above and beyond what the planning commission could require, just based on the Old Town standards and the PUD.

Ms. Kuiper clarified and said it would be contingent upon a sale, staff would be looking at the plans to see if in fact that is something we want to sell. Tom replied we would probably condition the sale to make sure they did provide us plans.

Ms. Harris commented regarding compatible being subjective and gave examples. Tom replied it is subjective and that is why you have a URA Manager that you trust they are thinking about those things and not having something that will negatively impact the plaza.

Chair Clark asked for other Board questions or comments, with none received she asked for a motion.

**MOTION: FROM MS. HARRIS TO ADOPT URA RESOLUTION 2016-006, SECONDED BY MS. ROBINSON. MOTION PASSED 7:0, ALL MEMBERS VOTED IN FAVOR.**

## **6. ADJOURN**

With no further business, Chair Clark adjourned to a URA Executive Session at 9:15 pm.

## **EXECUTIVE SESSION**

- 1. CALL TO ORDER:** Chair Clark called the Executive Session to order at 9:20 pm.
- 2. BOARD PRESENT:** Chair Krisanna Clark, Jennifer Kuiper, Jennifer Harris, Linda Henderson, Renee Brouse, and Dan King. Sally Robinson was absent.
- 3. STAFF PRESENT:** City Manager Joe Gall and Assistant City Manager Tom Pessemier.
- 4. TOPIC:**

- A. Real Property Transactions, Pursuant to ORS 192.660 (2)(e).**

## **5. ADJOURN:**

Chair Clark adjourned at 10:10 pm.

Attest:

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Sylvia Murphy, MMC, Agency Recorder

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Krisanna Clark, Chair

**URA Board Meeting Date: January 17, 2017**

**Agenda Item: New Business**

**TO:** Sherwood Urban Renewal Agency Board of Directors

**FROM:** Tom Pessemier, Assistant City Manager  
**Through:** Joseph Gall, City Manager, ICMA-CM

**SUBJECT: URA Resolution 2017-001, authorizing the URA Manager to Sign an Intergovernmental Agreement between the Sherwood Urban Renewal Agency and the City of Sherwood**

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**Issue:**

Shall the URA Board of Directors authorize the URA Manager to sign an Intergovernmental Agreement (IGA) with the City of Sherwood?

**Background:**

The City of Sherwood is currently participating in a federally funded project managed by the Oregon Department of Transportation via a contract with CH2M to design and construct the Cedar Creek Trail within the City.

A segment of the trail is proposed to abut and cross certain property owned by the URA. The URA is currently in negotiations with a third party to purchase all or a portion of that property. In connection with those sale negotiations, the URA is interested in the City potentially seeking modification of a portion of the proposed trail to accommodate a sanitary line that will connect from the URA-owned property to a manhole located near the Washington Street parking lot.

City and URA staff have negotiated an Intergovernmental Agreement relating to the above project. Staff requests that Sherwood URA Board of Directors approve a resolution authorizing the City Manager to execute this Intergovernmental Agreement with the City.

**Financial Impacts:**

The URA will pay for the design of the trail modifications and sanitary sewer design estimated to be \$45,000. Payment of costs for any subsequent phases is subject to further negotiation.

**Recommendation:**

Staff respectfully recommends Sherwood URA Board approval of URA Resolution 2017-001, authorizing the URA Manager to sign an intergovernmental agreement with the City of Sherwood.



## URA RESOLUTION 2017-001

### AUTHORIZING THE URA MANAGER TO SIGN AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE SHERWOOD URBAN RENEWAL AGENCY AND THE CITY OF SHERWOOD

**WHEREAS**, the City of Sherwood (“City”) is currently participating in a federally funded project managed by the Oregon Department of Transportation via a contract with CH2M to design and construct the Cedar Creek Trail (“Trail”) within the City; and

**WHEREAS**, a segment of the Trail is proposed to abut and cross certain property owned by URA; and

**WHEREAS**, the Sherwood Urban Renewal Agency (URA) is currently in negotiations with a third party to purchase all or a portion of said URA-owned property; and

**WHEREAS**, in connection with those sale negotiations, URA is interested in City potentially seeking modification of a portion of the proposed Trail to accommodate a sanitary line that will connect from the URA-owned property to a manhole located near the Washington Street parking lot; and

**WHEREAS**, an Intergovernmental Agreement (IGA) between City and URA relating to the above project has been developed with input from City and URA staff.

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

**Section 1.** The URA Board hereby authorizes the URA Manager to sign the Intergovernmental Agreement Regarding Cedar Creek Trail Sanitary Line Upgrade Project with the City of Sherwood, attached hereto as Exhibit A.

**Section 2.** This Resolution shall be effective upon its approval and adoption.

Duly passed by the Urban Renewal Agency Board this 17th of January, 2017.

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Krisanna Clark, Chair

Attest:

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Sylvia Murphy, MMC, Agency Recorder

**Intergovernmental Agreement Regarding Cedar Creek Trail Sanitary Line Upgrade Project**

This Intergovernmental Agreement is entered into as of the date last set forth below between the City of Sherwood ("City") and the Sherwood Urban Renewal Agency ("URA").

WHEREAS, City is currently participating in a federally funded project managed by the Oregon Department of Transportation via a contract with CH2M to design and construct the Cedar Creek Trail ("Trail") within the City; and

WHEREAS, a segment of the Trail is proposed to abut and cross certain property owned by URA; and

WHEREAS, URA is currently in negotiations with a third party to purchase all or a portion of said URA-owned property; and

WHEREAS, in connection with those sale negotiations, URA is interested in City potentially seeking modification of a portion of the proposed Trail to accommodate a sanitary line that will connect from the URA-owned property to a manhole located near the Washington Street parking lot.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. City will enter into any and all necessary and appropriate agreements with third party contractors for the purpose of design work and construction cost estimates related to the potential modification of the proposed Trail to accommodate the aforementioned sanitary line project. For purposes of the above, the sanitary line project will be designed as a bid alternate.
2. City will provide URA with an opportunity to review subsequently developed documents related to the sanitary line project, and URA agrees to review and provide any comments it may have to City in writing within ten (10) calendar days of receipt of such documents, or prior to such other deadline as may be specified by City when providing said documents. If URA does not provide written comments to City by the applicable deadline, URA shall be deemed to not have any comments relative to the applicable documents and City shall proceed accordingly.
3. URA will reimburse City for one-hundred percent (100%) of City's costs (including staff time) associated with said design work, in an amount not to exceed forty-five thousand dollars (\$45,000) unless otherwise agreed in writing pursuant to this Section 3. If, during the course of performing the work pursuant to this agreement, either party determines that costs are expected to exceed said amount, City and URA will negotiate in good faith regarding responsibility for said costs and options for reducing said costs. If the parties do not reach an agreement, work pursuant to this agreement will cease prior to costs exceeding said amount. Reimbursement payments are due within thirty (30) calendar days after submission by City to URA of invoices relating to said work. In the event of disagreement with regard to said invoices, URA shall notify City in writing of said disagreement within seven (7) calendar days of receipt by URA of such invoices, such notice to describe with particularity the nature and basis of the disagreement. City shall respond in writing within seven (7) calendar days of receipt written notice from URA of said disagreement, and payment shall be due to City within thirty (30) calendar days of receipt by URA of City's response.

4. URA will be solely responsible for any costs relating to failures to meet project deadlines relating to the Trail project that are the fault of URA. A schedule of Trail project milestones as of the date of this agreement is attached as Exhibit 1. In the event that the Trail project schedule is modified subsequent to the date of this agreement, City will provide URA with written notice of the modified schedule, and URA shall adhere to the schedule as modified, provided, however, that the project schedule will not be shortened without written acknowledgement from URA that it can adhere to the shortened schedule.
5. After said design work is completed and an estimate of the costs of constructing the modifications to the Trail is available, City and URA will negotiate in good faith regarding whether to move forward with including the bid alternate. The parties must reach a final agreement on this issue, in writing, prior to the date the project is scheduled to be bid, as set forth in the schedule in Exhibit 1 or as such schedule may be modified from time to time pursuant to Section 3 above. If the parties do not reach a written agreement prior to that date, the bid alternate will not be included in the bid documents.
6. If City and URA agree to move forward with including the bid alternate, after receipt of bids, City and URA will negotiate in good faith regarding (1) whether to move forward with construction of the sanitary line; and (2) which agency or agencies will be responsible for paying the costs of construction and in what proportion.
7. With respect to the determinations to be made pursuant to Sections 4 and 5 above, URA acknowledges that, after a determination is made as to whether to move forward with construction of the sanitary line, further modifications to the Trail cannot be made until the Oregon Department of Transportation (ODOT) certifies project completion and releases the Trail to the City for maintenance.
8. Miscellaneous provisions:
  - a. The failure of either party to enforce any provision of this agreement shall not constitute a waiver by that party of that or any other provision.
  - b. Time is of the essence under this agreement.
  - c. City and URA are the only parties to this agreement and are the only parties entitled to enforce its terms. Nothing in this agreement gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly or indirectly or otherwise, to third persons.
  - d. Notices shall be provided as follows:

For City:  
Julia Hajduk  
City of Sherwood  
22560 SW Pine St., Sherwood, OR 97140  
hajdukj@sherwoodoregon.gov

For URA:  
Tom Pessemier  
Sherwood Urban Renewal Agency

URA Resolution 2017-001, Exhibit A with Attached Exhibit 1 (1 pg)  
January 17, 2017

22560 SW Pine St., Sherwood, OR 97140  
[pessemiert@sherwoodoregon.gov](mailto:pessemiert@sherwoodoregon.gov)

Either party may alter the person designated for receipt of notices under this agreement by written notice to the other party.

FOR CITY

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Signed

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Name (Printed)

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Title

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Date

FOR URA

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Signed

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Name (Printed)

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Title

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Date

**Exhibit 1****Cedar Creek Trail Project schedule as of January 10<sup>th</sup> 2017:**

Task	Days	Start	End
30 % Design ODOT and City Review	15	Aug 2, 2016	Aug. 22, 2016- Completed
60 % Design by CH2m	217	Aug. 23, 2016	February 24, 2017
60 % Design ODOT and City Review	30	February 25, 2017	March 24, 2017
90% Design by CH2M	45	March 25, 2017	May 9, 2017
90 % City and ODOT Review	20	May 10, 2017	May 30, 2017
100 % Submittal Review	35	May 31, 2017	July 5, 2017
Bid	61	August 5, 2017	October 5, 2017