

**REGULAR MEETING OF THE  
WOOD VILLAGE CITY COUNCIL  
May 16, 2019  
AGENDA**

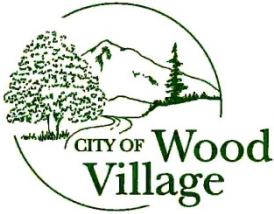
**6:00 P.M. PLEDGE OF ALLEGIANCE**

1. Appointment: City Council Position #5
2. Citizen Comments (non-agenda items)
3. Public Safety Report (MCSO)
4. Budget Hearing: Resolution 24-2019 - 2018-19 Supplemental Budget – Cedar Lane
  - a. Resolution 25-2019: Interfund Loan from General Fund to Street Fund
5. Consent Calendar:
  - a. Review of bills paid in April, 2019
  - b. Contracts \$2,500 - \$50,000
    - Six A's Painting – New City Hall Painting: \$4,050.00
    - Tice Electric – Vault Repair: \$2,744.34
    - Remax Group – Real Estate Services: \$2,500.00
    - Archaeological Investigators NW – Park Survey: \$7,606.00
6. Resolution 19-2019: Contract Award – Engineering Master Services Agreement – John Niiyama
7. Resolution 26-2019: IGA with Fairview for Main Streets on Halsey Readiness Report – Bill Peterson
8. Resolution 27-2019: Park System Irrigation Bid Award – John Niiyama
9. Resolution 28-2019: Disposition and Development Agreement Transfer –Bill Peterson
10. Proclamation of Public Works Week

## **ADJOURN**

**The meeting location is wheelchair accessible. This information is available in large print upon request. To request large-print documents or for accommodations such as assistive listening device, sign language, and/or oral interpreter, please call 503-667-6211 at least two working days in advance of this meeting. (TDD 1-800-735-2900).**

**NEXT MEETING:  
Tuesday, May 28, 2019**



Council Appointment  
**City Council Agenda Item Staff Report**

**Meeting Date: May 16, 2019**

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**TO:** Mayor and City Council  
**FROM:** Bill Peterson, City Administrator  
**DATE:** May 8, 2019  
**SUBJECT:** Council Appointment

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**Requested Council Action**

Conduct an interview with the Council candidate, discuss and nominate a Councilor to fill the unexpired Term of the position vacated by Timothy Clark (City Council Position #5).

**Background**

City Council position 5 was vacated by Mayor Clark on January 11<sup>th</sup>. At that time, staff advertised the vacant position through a press release, and was highlighted on the City's website. The original application deadline was January 31, 2019, with a Council appointment set for February 12, 2019. At the close of the original January 31<sup>st</sup> deadline, one application had been filed. Staff has been unable to confirm the local residency of the applicant per section 13 of the Wood Village City Charter. The deadline was extended with no established close date, and the City received an application on March 11<sup>th</sup>. The Council at its meeting March elected to close the application period at the end of April, and no other applications were received. The unexpired term will end in December of 2020. Under the Charter provision, the Council will be appointing for the unexpired term of office through December of 2020.

**Conduct of Interviews:**

The City Council will conduct an interview of the applicant Brian Loy. The Council will need to develop their own questions for the interview. Your staff spent some time to provide to you some suggested interview questions as follows:

- 1. How would you describe the job of a City Councilor and the role a councilor plays in governing the City?**
- 2. What do you consider important factors in the group decision making process?**
- 3. What do you believe are the most important issues facing the community at this time?**

**4. What do you hope to accomplish for the community in serving on City Council?**

**5. Please describe for us your vision of Wood Village in ten (10) years.**

### Nomination Process

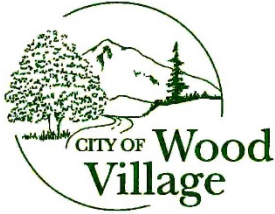
At the close of the interviews, the Mayor will ask the Council if they wish to discuss the interviews or the candidates. Council will have the opportunity to make any observations of conduct any conversation they wish to have prior to the Mayor calling for a nomination. The process for the physical nomination could be as follows:

1. The Mayor Calls for Nominations
2. A Councilor nominates an individual with the following motion:  
  
*I move to nominate \_\_\_\_\_ to fill the unexpired term on the Wood Village City Council, City Council position #5, expiring December 31, 2020.*
3. If seconded by another Council Member, the Mayor calls for a vote.
4. If the nominated individual receives a majority of votes, the position is filled.
5. If a majority is not received or a second to the nominating motion is not offered, the Mayor would call for a motion to nominate the second individual.
6. The Process would be repeated until the Council acts by majority to appoint a replacement Council member.

No ballots or other non recorded or public votes may be taken by the Council.

### Fiscal Impact

None



## City Council Agenda Item Staff Report

Meeting Date: May 16, 2019

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**TO:** Mayor and City Council

**FROM:** **Bill Peterson, City Manager**  
**Written By:** John Niiyama, Public Works Director  
Seth Reeser, Finance Director

**DATE:** May 7, 2019

**SUBJECT:** Supplemental Budget and Interfund Loan Agreement for Cedar Lane Reconstruction Project

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### **Requested Council Action**

Conduct a Public Hearing and adopt a supplemental budget moving capital outlay appropriation from the General Fund to the Street Fund (Resolution 24-2019).

Approve an inter-fund loan agreement between the General Fund and Street Fund to pay back a loan of \$250,000 (Resolution 25-2019).

### **Background**

Resolution 35-2017 awarded the Cedar Lane Reconstruction Design Project to Firwood Design Group (FDG). Identified early in the design was the condition of the base rock. The geotechnical engineer provided a cost-effective recommendation based on core samples throughout the corridor.

Council approved the contract with Catworks Construction on January 10<sup>th</sup>, 2019 by Resolution 2-2019 for a total contract cost of \$791,713.30. During the excavation of the roadway, the contractor and on-site City Inspector Scott Sloan noted that the base and sub-base materials were not as anticipated in the design.

After consulting with FDG and having a geotechnical analysis performed on the site, the City requested an additional 4" of excavation, geo-grid (stabilizing mesh), and crushed rock be added to the project. Resolution 22-2019 was adopted by Council which included a change order for \$72,303.

On April 29, 2019, the base material located at the east end of the roadway did not respond as anticipated. The change order authorized by Council April 25<sup>th</sup> will not work

with the underlying soils. Pumping of the sub-base has prohibited the contractor from achieving proper compaction. Progress was interrupted as the design engineer, geotechnical engineer, and contractor were called in at the request of the Public Works Director on May 1<sup>st</sup>. The geotechnical engineer proposed 12" additional excavation of the area, backfill with 3" ballast rock, and cap with a geofabric prior to the 4" of base rock prescribed in the April 25<sup>th</sup> Resolution. Catworks provided a change order in the amount of \$301,232.25. With a credit from the original change order (\$72,303) the additional funds needed are \$228,929.25 to complete that work. That amount does not include the daily standby charges of \$8,153.60 or additional charges for an engineer to be onsite while the work is being performed.

On May 6<sup>th</sup>, Council authorized the city manager to execute the change order with Catworks and approved a resolution to move \$300,000 from operating contingency to capital outlay in the General Fund. This allowed the project to move forward with minimal delay. The advertisement of the supplemental budget outlined a \$250,000 transfer to the Street Fund, and that is what will be transferred despite the \$300,000 overall approval.

The City created the Street Fund to keep an accurate costing of street maintenance and improvement projects, to accurately track and account for state gas tax revenues, and allow for long term financial and strategic planning for streets. Having the additional costs for the Cedar Lane project be expended from the Streets Fund makes the most financial and operational sense. However, because of the amount needed (which triggered a published notice of a public hearing to increase appropriations in the Street Fund) and the costliness of a time delay, the project was originally appropriated in the General Fund.

The first resolution (Resolution 24-2019) provides the necessary steps to move this expenditure to the Street Fund in compliance with local budget law. Staff recommends approval of this resolution.

The second action creates an inter-fund loan requiring the Street Fund pay back the General Fund. Since the creation the transportation utility fee in 2012, the Street Fund has been financially sustainable without General Fund support. Staff recommends that the Street Fund pay back the General Fund over a five year period. This would allow for most of the planned projects for FY2019-20 to proceed as planned, but keep financial flexibility in the General Fund

### **City Goal**

This issue could impact City Council Goal 3: High Quality, Cost Effective Public Utilities, Parks and Events

### **Alternatives**

1. Approve the inter-fund loan over a shorter or longer time period,
2. Revisit the original phase approach to increasing the transportation utility fee against future year project needs,

3. Not approve the inter-fund loan and have the General Fund pick up the additional costs for Cedar Lane above and beyond the appropriation level the existed in the Street Fund following Resolution 22-2019.
4. Adopt the resolution(s) as recommended.

**Recommendation and Suggested Motions**

The City Staff recommends the adoption of the Resolution.

I MOVE TO APPROVE RESOLUTION 24-2019, A RESOLUTION AUTHORIZING THE TRANSFER OF \$250,000 FROM GENERAL FUND TO STREET FUND, AND MAKING SUPPLEMENTAL APPROPRIATIONS TO THE FUNDS.

I MOVE TO APPROVE RESOLUTION 25-2019, A RESOLUTION AUTHORIZING AN INTERFUND LOAN FROM THE GENERAL FUND TO THE STREET FUND FOR CONSTRUCTION OF THE CEDAR LANE PROJECT.

**RESOLUTION 24-2019**

**A RESOLUTION AUTHORIZING THE TRANSFER OF \$250,000 FROM GENERAL FUND TO STREET FUND, AND MAKING SUPPLEMENTAL APPROPRIATIONS TO THE FUNDS.**

**WHEREAS:**

1. The City Council of the City of Wood Village approved by Resolution 23-2019 on May 6<sup>th</sup>, 2019 to authorize increased expenditures for the Cedar Lane project and transfer of \$300,000 from the General Fund's operating contingency to capital outlay, and
2. Resolution 23-2019 directed the city manager to publish a notice and prepare a supplemental budget for consideration, an
3. The original appropriation for the construction of the project were all in the Street Fund, a Special Revenue Fund of the City of Wood Village and moving all expenses to the same fund will increase transparency and clarity, and
4. Pursuant to ORS 294.471 this was both an occurrence or condition not ascertained when preparing the original budget and a pressing necessity that could not reasonably be foreseen, and
5. Local budget law provides for transfer of appropriation between the General Fund and any other fund when authorized by official resolution of the governing body under ORS 294.463(3).

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Wood Village adopts the following appropriation changes for the Fiscal Year 2018-19 Revised Budget.

	Proposed		Change
	FY2018-19 Revised Budget	FY2018-19 Revised Budget	
<b><u>General Fund - 10</u></b>			
<b>Expenditures:</b>			
Other Categories	\$ 2,845,149	\$ 2,845,149	\$ -
Capital Outlay	757,386	507,386	-250,000
Transfer Out - Street Fund	0	250,000	250,000
Total Appropriation	\$ 3,602,535	\$ 3,602,535	\$ -

	Proposed		Change
	FY2018-19 Revised Budget	FY2018-19 Revised Budget	
<b><u>Street Fund - 30</u></b>			
<b>Revenues</b>			
Other Categories	\$ 1,027,373	\$ 1,027,373	\$ -
Transfers in - General Fund	0	250,000	250,000
Total Appropriation	\$ 1,027,373	\$ 1,277,373	\$ 250,000

<b>Expenditures:</b>			
Operations	\$ 379,273	\$ 379,273	\$ -
Capital Outlay	648,100	898,100	250,000
Operating Contingency	0	0	0
Total Appropriation	\$ 1,027,373	\$ 1,277,373	\$ 250,000



Motion to approve by \_\_\_\_\_; seconded by \_\_\_\_\_ and adopted this 16th day of May, 2019.

YEAS \_\_\_\_\_ NAYS \_\_\_\_\_

\_\_\_\_\_  
T. Scott Harden, Mayor

ATTEST:

\_\_\_\_\_  
Greg Dirks, City Recorder

**RESOLUTION 25-2019**

**A RESOLUTION AUTHORIZING AN INTERFUND LOAN FROM THE GENERAL FUND TO THE STREET FUND FOR CONSTRUCTION OF THE CEDAR LANE PROJECT.**

**WHEREAS:**

1. The City Council of the City of Wood Village approved by Resolution 24-2019 to approve a supplemental budget transferring \$250,000 from the General Fund to the Street Fund for completion of the Cedar Lane project, a capital project in the Street Fund, and
2. Since 2012, the Street Fund has been a self-sustaining Special Revenue Fund with dedicated resources specifically restricted to street repair and replacement, and
3. Local Budget Law (ORS 294.468) permits the loan of money from any fund to another when authorized by official resolution of the governing body. Capital loans under this section can be repaid over the course of up to ten years.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Wood Village that:

**SECTION 1.** The General Fund shall make a capital loan in the amount of \$250,000 to the Street Fund for a period, not to exceed five years, which the loan shall be repaid until the loan is full repaid. The Street Fund will pay interest at a rate of 4%.

**SECTION 2.** The Interfund Loan may be prepaid in whole or in part before the maturity date of the loan, without penalty.

**LOAN REPAYMENT SCHEDULE**

**Amount**           \$ 250,000.00  
**Date**                6/30/2019  
**Interest Rate**       4.00%

<b>Date Due</b>	<b>Principal</b>	<b>Interest</b>	<b>Total Payment</b>	<b>Balance</b>
6/30/2020	\$ 46,156.78	\$ 10,000.00	\$ 56,156.78	\$ 203,843.22
6/30/2021	48,003.05	8,153.73	56,156.78	155,840.17
6/30/2022	49,923.17	6,233.61	56,156.78	105,917.00
6/30/2023	51,920.10	4,236.68	56,156.78	53,996.90
6/30/2024	53,996.90	2,159.88	56,156.78	-

Motion to approve by \_\_\_\_\_; seconded by \_\_\_\_\_ and adopted this 16th day of May, 2019.

YEAS \_\_\_\_\_ NAYS \_\_\_\_\_

\_\_\_\_\_  
T. Scott Harden, Mayor

ATTEST:

\_\_\_\_\_  
Greg Dirks, City Recorder



CITY OF WOOD VILLAGE

# Check Report

By Check Number

Date Range: 04/01/2019 - 04/30/2019

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: AP River-AP Riverview Bank</b>						
10033	CHR CREATIVE	04/04/2019	Regular	0.00	270.00	23002
0505	CITY OF FAIRVIEW	04/04/2019	Regular	0.00	69.66	23003
0520	CITY OF GRESHAM	04/04/2019	Regular	0.00	110,333.25	23004
0530	CITY OF PORTLAND	04/04/2019	Regular	0.00	4,792.17	23005
0770	DCBS-FISCAL SERVICES	04/04/2019	Regular	0.00	2,652.57	23006
1049	FEI PORTLAND WATERWORKS #3011	04/04/2019	Regular	0.00	2,647.11	23007
2256	FERGUSON ENTERPRISES INC #3326	04/04/2019	Regular	0.00	259.39	23008
1200	GLOBAL NETWORK SUPPORT INC.	04/04/2019	Regular	0.00	1,465.00	23009
1235	GRESHAM FORD	04/04/2019	Regular	0.00	904.64	23010
1571	LOWES COMPANIES, INC	04/04/2019	Regular	0.00	611.17	23011
	**Void**	04/04/2019	Regular	0.00	0.00	23012
1650	METRO	04/04/2019	Regular	0.00	1,026.00	23013
10122	NET ASSETS	04/04/2019	Regular	0.00	75.00	23014
0611	PAMPLIN MEDIA GROUP	04/04/2019	Regular	0.00	966.38	23015
10143	PAULA WOOD	04/04/2019	Regular	0.00	25.00	23016
2236	PETTY CASH	04/04/2019	Regular	0.00	426.30	23017
	**Void**	04/04/2019	Regular	0.00	0.00	23018
1056	PORTLAND WEB DESIGN	04/04/2019	Regular	0.00	110.00	23019
2530	REYNOLD'S SCHOOL DISTRICT #7	04/04/2019	Regular	0.00	9,959.04	23020
10195	ATLAS LABS INC	04/11/2019	Regular	0.00	195.00	23021
0431	CHEVRON FOODMART	04/11/2019	Regular	0.00	240.00	23022
0510	CITY OF GRESHAM	04/11/2019	Regular	0.00	32,820.66	23023
0638	COPYTRONIX	04/11/2019	Regular	0.00	2,966.94	23024
1200	GLOBAL NETWORK SUPPORT INC.	04/11/2019	Regular	0.00	11,376.00	23025
1290	HACH COMPANY	04/11/2019	Regular	0.00	217.89	23026
10164	JOHNSON ECONOMICS LLC	04/11/2019	Regular	0.00	3,000.00	23027
0960	KIP EDGLEY	04/11/2019	Regular	0.00	2,280.00	23028
10194	LAKESIDE INDUSTRIES, INC	04/11/2019	Regular	0.00	292.32	23029
1500	LEAGUE OF OREGON CITIES	04/11/2019	Regular	0.00	20.00	23030
0611	PAMPLIN MEDIA GROUP	04/11/2019	Regular	0.00	38.72	23031
10011	PIXIS LABS, LLC	04/11/2019	Regular	0.00	74.40	23032
2530	REYNOLD'S SCHOOL DISTRICT #7	04/11/2019	Regular	0.00	358.49	23033
10196	SIX A'S PAINTING LLC	04/11/2019	Regular	0.00	4,050.00	23034
3175	WOOD VILLAGE BAPTIST CHURCH	04/11/2019	Regular	0.00	75.00	23035
10130	BETTY LYN LORD	04/18/2019	Regular	0.00	18.00	23036
0520	CITY OF GRESHAM	04/18/2019	Regular	0.00	5,673.54	23037
10193	COAT FLAGGING	04/18/2019	Regular	9.41	931.47	23038
2853	ENDRESS & HAUSER INC	04/18/2019	Regular	0.00	979.53	23039
1042	FASTENAL COMPANY	04/18/2019	Regular	0.00	269.90	23040
1290	HACH COMPANY	04/18/2019	Regular	0.00	377.79	23041
1775	MULTNOMAH CO. TREASURY	04/18/2019	Regular	0.00	2,573.14	23042
0810	OREGON DEQ	04/18/2019	Regular	0.00	441.00	23043
10111	RE/MAX EQUITY GROUP	04/18/2019	Regular	0.00	2,500.00	23044
2700	STANLEY STEEMER INTERNATIONAL INC	04/18/2019	Regular	0.00	1,450.00	23045
2970	UNITED RENTALS NORTHWEST, INC	04/18/2019	Regular	0.00	591.36	23046
0970	ADVANCE AUTO PARTS	04/25/2019	Regular	0.00	10.99	23047
10187	CATWORKS CONSTRUCTION	04/25/2019	Regular	0.00	296,946.60	23048
0505	CITY OF FAIRVIEW	04/25/2019	Regular	0.00	11,829.00	23049
1054	FIRWOOD DESIGN GROUP, LLC	04/25/2019	Regular	0.00	1,982.50	23050
1437	JW UNDERGROUND ENTERPRISES, INC	04/25/2019	Regular	0.00	96.00	23051
10159	LRS ARCHITECTS, INC	04/25/2019	Regular	0.00	6,783.15	23052
1790	MULTNOMAH COUNTY SHERIFF'S OFF	04/25/2019	Regular	0.00	103,562.25	23053
1960	OFFICE DEPOT CREDIT PLAN	04/25/2019	Regular	0.00	149.01	23054
2020	ONE CALL CONCEPTS, INC	04/25/2019	Regular	0.00	55.65	23055

Check Report

Date Range: 04/01/2019 - 04/30/2019

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
10190	PACIFIC SERVICE CENTER	04/25/2019	Regular	0.00	330.00	23056
10167	PLATINUM LANDSCAPE MAINT LLC	04/25/2019	Regular	0.00	175.00	23057
2350	POSTMASTER	04/25/2019	Regular	0.00	730.00	23058
10003	RIVER CITY ENVIRONMENTAL	04/25/2019	Regular	0.00	1,186.68	23059
10165	SERVICE MASTER BUILDING SERVICES	04/25/2019	Regular	0.00	880.00	23060
	**Void**	04/25/2019	Regular	0.00	0.00	23061
10000	THE MOLE LADY WEST LLC	04/25/2019	Regular	0.00	205.00	23062
10154	VERONICA LOPEZ VARGAS	04/25/2019	Regular	0.00	50.00	23063
	**Void**	04/25/2019	Regular	0.00	0.00	23064
0081	AFLAC	04/25/2019	Regular	0.00	167.42	23065
0637	CONST & GEN LABORERS' UNION LOCAL 737	04/25/2019	Regular	0.00	78.00	23066
1120	FRONTIER	04/04/2019	Bank Draft	0.00	93.98	DFT0001366
0170	AT & T MOBILITY	04/11/2019	Bank Draft	0.00	429.26	DFT0001367
2270	PGE	04/11/2019	Bank Draft	0.00	484.97	DFT0001368
2270	PGE	04/11/2019	Bank Draft	0.00	418.18	DFT0001369
2270	PGE	04/11/2019	Bank Draft	0.00	20.94	DFT0001370
2270	PGE	04/11/2019	Bank Draft	0.00	127.47	DFT0001371
2270	PGE	04/11/2019	Bank Draft	0.00	33.96	DFT0001372
2270	PGE	04/11/2019	Bank Draft	0.00	34.51	DFT0001373
2270	PGE	04/11/2019	Bank Draft	0.00	925.99	DFT0001374
2270	PGE	04/11/2019	Bank Draft	0.00	48.20	DFT0001375
2270	PGE	04/11/2019	Bank Draft	0.00	1,781.97	DFT0001376
2270	PGE	04/11/2019	Bank Draft	0.00	23.26	DFT0001377
2270	PGE	04/11/2019	Bank Draft	0.00	23.26	DFT0001378
2270	PGE	04/11/2019	Bank Draft	0.00	1,192.96	DFT0001379
2270	PGE	04/11/2019	Bank Draft	0.00	433.63	DFT0001380
1710	MILLER NASH GRAHAM & DUNN LLP	04/18/2019	Bank Draft	0.00	528.00	DFT0001381
2270	PGE	04/18/2019	Bank Draft	0.00	3,481.37	DFT0001382
1120	FRONTIER	04/25/2019	Bank Draft	0.00	75.98	DFT0001383
1390	INTEGRA TELECOM	04/25/2019	Bank Draft	0.00	605.61	DFT0001384
1920	NW NATURAL	04/25/2019	Bank Draft	0.00	164.19	DFT0001385
1920	NW NATURAL	04/25/2019	Bank Draft	0.00	70.25	DFT0001386
10107	RIVERVIEW CC - CA	04/25/2019	Bank Draft	0.00	552.65	DFT0001387
10108	RIVERVIEW CC - FD	04/25/2019	Bank Draft	0.00	1,063.95	DFT0001388
10109	RIVERVIEW CC - HR	04/25/2019	Bank Draft	0.00	2,522.74	DFT0001389
10176	RIVERVIEW CC - OPS	04/25/2019	Bank Draft	0.00	614.23	DFT0001390
10110	RIVERVIEW CC - PW	04/25/2019	Bank Draft	0.00	3,269.78	DFT0001391
2942	TYLER TECHNOLOGIES INC	04/25/2019	Bank Draft	0.00	12.10	DFT0001392
2704	STERICYCLE COMMUNICATION SOLUTIONS	04/25/2019	Bank Draft	0.00	61.07	DFT0001393
2153	OREGON DEPT OF JUSTICE	04/30/2019	Bank Draft	0.00	600.00	DFT0001395
0920	CIS TRUST	04/25/2019	Bank Draft	0.00	16,617.81	DFT0001396
1358	ICMA	04/25/2019	Bank Draft	0.00	1,500.00	DFT0001397
1880	NATIONWIDE RETIREMENT SOL.	04/25/2019	Bank Draft	0.00	900.00	DFT0001398
2200	OREGON PERS	04/25/2019	Bank Draft	0.00	13,158.92	DFT0001399

Bank Code AP River Summary

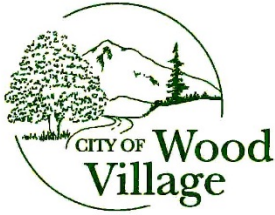
Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	96	61	9.41	635,621.08
Manual Checks	0	0	0.00	0.00
Voided Checks	0	4	0.00	0.00
Bank Drafts	89	33	0.00	51,871.19
EFT's	0	0	0.00	0.00
	<b>185</b>	<b>98</b>	<b>9.41</b>	<b>687,492.27</b>

### All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	96	61	9.41	635,621.08
Manual Checks	0	0	0.00	0.00
Voided Checks	0	4	0.00	0.00
Bank Drafts	89	33	0.00	51,871.19
EFT's	0	0	0.00	0.00
	<b>185</b>	<b>98</b>	<b>9.41</b>	<b>687,492.27</b>

### Fund Summary

Fund	Name	Period	Amount
01	POOLED CASH FUND	4/2019	687,492.27
			<b>687,492.27</b>



# CITY COUNCIL AGENDA ITEM STAFF REPORT

**Meeting Date: May 16, 2019**

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**TO:** Mayor and City Council

**FROM:** Bill Peterson, City Manager  
**Authored by:** John Niiyama, Public Works Director

**DATE:** May 16, 2019

**SUBJECT:** Engineering Master Services Agreement

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## **Requested Council Action**

Adopt Resolution 19-2019 authorizing the City Manager's execution of an Engineering Master Services agreement with RH2 Engineering to provide Engineering services for up to 5 years.

## **Background**

The City acts as the community steward for the planning, design, construction, inspection, operation and maintenance of the City's infrastructure, including city owned roadways, storm drainage, water production facilities, water and sewer conveyance systems and the parks system. In an effort to expedite the delivery of projects, eliminating the solicitation for each project. The City would have an on-call agreement for the following services, but not limited to:

- Land survey and plan preparation
- Municipal water distribution and treatment
- Storm water collection, conveyance and treatment
- Wastewater collection and conveyance
- Transportation Engineering
- Geotechnical Engineering and Materials Testing
- Project plan preparation and review
- Development plan review

In executing a professional services agreement with RH2 Engineering, the City specifically does not guarantee Work Orders will be initiated during the life of the contract. Single Work Order not to exceed \$25,000. All documents, records, designs and specifications developed through Work Orders shall be the property of the City. The City received 7 submittals for the Engineering Master Services RFP. The evaluations were performed by: Public Works Admin, Public Works Director, HR Manager, and the City Manager.

Each proposal was evaluated based on its ability to perform the tasks required by the City. Scoring criteria was based on the following:

**Qualifications of Key Staff**—Identify key staff and experience. 25 Points

**Availability**—Current availability for on-going services and on-call services 15 points

**References**—Provide minimum of three references. 10 points

**Statement of Understanding**—Objective of having an on-call Engineer and services provided. 20 points

Based on the scores, the staff recommendation is to award the Engineering Master Services Contract to RH2.

**Fiscal Impact**

The agreement will reduce staff time associated with the procurement of professional services. Work Orders not to exceed \$25,000 per request. Services will be based on a time and materials basis. No payment if no Work Orders are issued.

**City Goal**

Adopting Resolution 19-2019 supports City Goal 3: High quality, cost-effective public utilities, parks and events.

**Alternatives**

At Council’s direction staff will:

1. Adopt the Engineering Master Services Agreement Resolution.
2. Reject the Resolution, directing staff to solicit services as needed.

**Recommendation and Suggested Motions**

The City staff recommendation is to award the Engineering Master Services Agreement RH2 Engineering.

*“I move to adopt Resolution 19-2019 authorizing the City Manager’s execution of an Engineering Master Services agreement with RH2 Engineering to provide Engineering services for up to 5 years .”*

**RESOLUTION 19-2019**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH  
RH2 ENGINEERING TO PROVIDE ON-CALL ENGINEERING SERVICES**

**WHEREAS:**

1. The City of Wood Village provided complete documents for an on-call Engineering Services contract in accordance with the statutory requirements provided in Oregon Public Contract Law, and
2. Bids were advertised for and accepted on April 15, 2019, at which time they were evaluated by City staff, and
3. Single Work Order not to exceed \$25,000, and
4. Provide on-call engineering services in various disciplines including, but not limited to:
  - Land survey and plan preparation
  - Municipal water distribution and treatment
  - Storm water collection, conveyance and treatment
  - Wastewater collection and conveyance
  - Transportation Engineering
  - Geotechnical Engineering and materials testing
  - Project plan preparation and review
  - Development plan review
5. Terms of the agreement will not exceed 5 years, and
6. There were 7 submittals received and reviewed by City staff, and
7. The City of Wood Village Management Team finds that this Resolution will support efficient and effective City operations.

**NOW THEREFORE, LET IT BE RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOOD VILLAGE THAT THE ENGINEERING SERVICES CONTRACT FOR THE CITY OF WOOD VILLAGE FOR UP TO 5 YEARS IS AWARDED TO RH2 ENGINEERING. MEETING THE NEEDS OF THE CITY AND THE CITY MANAGER IS AUTHORIZED TO EXECUTE THE CONTRACT.**

Moved to approve by \_\_\_\_\_; seconded by \_\_\_\_\_ and adopted this 16<sup>th</sup> day of May 2019.

YEAS \_\_\_\_\_ NAYS \_\_\_\_\_

\_\_\_\_\_  
Scott Harden, Mayor  
City of Wood Village

ATTEST:

\_\_\_\_\_  
Greg Dirks, City Recorder





# City Council Agenda Item Staff Report

Meeting Date: May 16, 2019

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**TO:** Mayor and Councilors  
**FROM:** Bill Peterson: City Manager  
**DATE:** May 7, 2019  
**SUBJECT:** Resolution 26-2019; Intergovernmental Agreement; Fairview and Troutdale; Main Street on Halsey

---

## **Requested Council Action**

Adopt the Resolution authorizing the City Manager to enter into an Intergovernmental Agreement with the Cities of Fairview and Troutdale for the acceptance of a Metro Grant to provide technical assistance for overcoming obstacles for specific properties and revising regulatory provisions and zoning codes along Halsey.

## **Background**

The continuing work on the Main Street on Halsey will build on the completion of the DLCD grant and contract with Johnson Economics. This phase of the work was authorized in an application form in mid-2018, committing \$3,000 in cash and approximately \$8,366 in staff time and effort to work on evaluating specific properties along the corridor to assure their development, and to focus on the regulatory provisions, specifically zoning code provisions, that need to be revised.

The Metro grant application was successful, with a total award of \$200,000 to complete the work identified in the scope.

## **Next Steps**

The request for qualifications for potential providers will be forwarded to potential providers. The award of the contract will be completed through the City of Fairview, functioning as the administrative lead agency on this grant.

## **Fiscal Impact**

The cost is \$3,000.00 in cash in the current fiscal year, with staff time commitments of a total of \$8,366 from a number of positions in fiscal 2019-20.

## **Alternatives**

The City Council could:

1. Determine not to pursue further work on the Halsey Main Street effort and not approve the resolution, or
2. Adopt the Resolution

**City Goal**

The action to enter into an agreement to enable the Metro Grant directly implements the City Council GOAL 4: Long-term financial stability, economic vitality and growth.

**Recommendation and Suggested Motions**

It is recommended that the Resolution be adopted.

I move to adopt resolution number 26-2019.

|

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**RESOLUTION NUMBER 26-2019**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITIES OF FAIRVIEW AND TROUTDALE FOR THE IMPLEMENTATION OF A METRO GRANT TO FURTHER THE MAIN STREETS ON HALSEY PROJECT.**

**WHEREAS:**

1. The City Council of the City of Wood Village has committed to participate in the Halsey Community Collaborative Cooperative (HC3) to further the development of Halsey Street, and
2. The work to implement the project has now included the initial study, the completion of an economic evaluation of potential business opportunities in the area, and now working on the regulatory environment, and
3. The Budget for FY 2018-19 includes the funding for a contribution to this grant by the City of Wood Village, and
4. The City of Fairview has completed the grant application to Metro, and has successfully received the grant, and
5. The City Council is desirous of taking the next steps forward to inducing quality development along Halsey.

**NOW, THEREFORE,** be it resolved by the common council of the City of Wood Village that the City Manager is authorized to execute an intergovernmental agreement with the Cities of Fairview and Troutdale that is in substantially the form of the draft agreement attached to this resolution.

Motion to Approve the resolution this 16<sup>th</sup> day of May, 2019, by Councilor \_\_\_\_\_  
seconded by Councilor \_\_\_\_\_ and approved with the following vote:

AYE\_\_\_\_\_

NAY\_\_\_\_\_

\_\_\_\_\_  
Trenton S. Harden, Mayor

ATTEST:

\_\_\_\_\_  
Greg Dirks, Human Relations/Records

**INTERGOVERNMENTAL AGREEMENT  
CITIES OF FAIRVIEW, WOOD VILLAGE, AND TROUTDALE  
Main Streets on Halsey Site Readiness and Code Update Project**

This Intergovernmental Agreement (IGA) is entered into by the CITY OF FAIRVIEW, CITY OF WOOD VILLAGE, and CITY OF TROUTDALE, all municipal corporations of the State of Oregon, hereinafter referred to as "Cities"

**WHEREAS**, the City of Fairview on behalf of the three Cities, applied for a Metro Construction Excise Tax/ Community Planning and Development Grant to further the collaborative efforts to implement the Main Streets on Halsey Plan; and

**WHEREAS**, the Cities are committed to the Main Streets on Halsey Site Readiness and Code Update Project remove development barriers on opportunity sites and provide a code framework that supports the desired development forms in each community and reinvestment in the Halsey Street corridor from Fairview Parkway east to the Sandy River along the Historic Columbia River Highway; and

**WHEREAS**, Metro awarded the City of Fairview a grant of \$200,000 for the Project; and

**WHEREAS**, the Cities agree to a combined in-kind contribution of \$19,366 for staff time and \$9,000 in direct financial contributions to the Project; and

**WHEREAS**, Metro and the City of Fairview are executing an intergovernmental agreement for the Project on May 15, 2019 (Metro IGA); and

**WHEREAS**, ORS 190.010 authorizes agencies to enter into intergovernmental agreements for the performance of any or all activities and functions that a party to the agreement has the authority to perform; and

**WHEREAS**, the Parties desire to enter into an IGA to further the Project for the Main Streets on Halsey corridor.

NOW THEREFORE, the Parties hereto agree as follows:

- 1. Purpose.** The purpose of this Agreement is to establish the obligations of the Parties regarding the Main Streets on Halsey Site Readiness and Code Update Project. The project is intended to encourage private investment and development along the Halsey Main Street corridor that will bring new housing, commercial destinations and job opportunities to serve area residents, employees and visitors and contribute to the main street identify.
- 2. Project Components.** The Parties will work together on the following Project components:
  - A. Task 1: Site Analysis. Convene the Opportunity Site property owners, staff, regulatory bodies, consultants and technical experts to identify the potential and desired development types for each site, and to create a detailed analysis of constraints that are preventing each site from being developed.
  - A. Task 2: Environmental, Infrastructure, and Market Solutions. Work with the property owners and relevant agencies to implement the actions identified in Task 1. This may include drafting code changes, negotiating lot acquisition and consolidation, assisting with wetland mitigation, preparing initial site plans, developing a marketing plan, or other actions as identified in Task 1.
  - B. Task 3: Development Code Amendments. Draft adoption-ready design and development standards for the three cities of Fairview, Wood Village and Troutdale. The code amendments will implement the development and urban design vision for the corridor and each community within the corridor; remove development code barriers to, and create incentives for, desired land uses; make the codes clear and predictable, and more unified between the three cities.
- 3. Project Outcome.**
  - A. Near-Term Development of Key Opportunity Sites: Sites that have long sat vacant due to development barriers become ready for detailed development plans and land use

approvals. Tools applied to bring the four opportunity sites to development readiness provide case studies and lessons that may be applied elsewhere along the corridor.

- B. Clear Development Regulations that Support the Main Street Vision: Development Code in all three cities is clear, predictable, supportive of desired development types, and helps to create a built environment with a unique sense of place for the Main Street corridor.

#### **4. Cities' Responsibilities**

Share Project responsibility through the formation of a Project Management Team (PMT), which will be comprised of at least one staff member from each City, with one designated a coordinator from each City.

- i. Through the PMT, provide advisory support, guide the Project, review consultant deliverables, and coordinate with property owners, staff and stakeholders from the respective cities throughout the Project.
  - ii. Share Project responsibility for completing deliverables and milestones as set forth in Exhibit A of the Metro IGA (attached as Exhibit 1).
- B. Agree that City of Fairview staff will be the overall project manager and primary contact with Metro staff and the Consultant.
- C. Provide coordination between the Consultant and opportunity site property representatives to complete the site readiness task.
- D. Support the consultant team in facilitating a public outreach process for the code update task, which may include identifying stakeholders, and publicizing and hosting meetings and events.
- E. Facilitate review and input by the HC3, including providing progress reports, and seeking feedback on consultant deliverables.
- F. The Cities shall transmit notice of meetings related to the Project, plus any attached documents, to all Parties at least one week prior to the scheduled meeting.
- G. Assemble a Community Engagement Subcommittee as provided in section 7 below.
- H. Form a Consultant Selection Committee tasked with overseeing the Project consultant selection process.
  - i. Duties include:
    - a. Develop criteria metrics for review of submitted written proposals and final oral presentations.
    - b. Review written proposals and invite ranking finalists to present orally to members of the committee.
    - c. Assess presentations from finalists and assign score ranking.
    - d. Select preferred Project consultant.
  - ii. Consultant Selection Committee composition will consist of the following:
    - a. One staff representative from each of the Cities.

- b. One Metro staff member.
  - c. One Multnomah County Transportation Division staff member.
  - d. Two community business representatives.
- iii. The Consultant Selection Committee will be of limited duration and disband upon completion of selection process and final contract approval.

**5. City of Fairview Responsibilities**

- A. Maintain communication with Metro staff on progress and updates regarding the Project.
- B. Be responsible for establishing all accounting, auditing, compliance, and similar activities necessary to meet all obligations of the Metro IGA. Manage the Consultant selection process, and approval and execution of the Consultant contract. This will include soliciting consultant team proposals from the attached Request for Proposal (RFP, attached to Exhibit 1); coordinating the Consultant Selection Committee's work; and following selection of the Consultant, creating a final Scope of Work (SOW) with the selected Consultant prior to contract approval.
- C. Serve as overall project manager and primary contact with Metro staff and the Consultant.
- D. Collect information from other Cities as needed for Consultant tasks.
- E. Provide all parties to this IGA with appropriate opportunities for participation, review, and comment on Project planning efforts.
- F. Transmit draft documents to Parties for review and comment before finalizing. Mutually agreed-upon period of review and delivery of comments will be set by the Cities.

**6. Advisory Committees** Pursuant to Section 4 above, the following two committees will serve as advisors to this project:

- i. The Halsey Community Collaborative Committee (HC3) will serve as the overall advisory committee for the project, responsible for listening to broader community input solicited through the project's community engagement efforts, and providing feedback to staff and the consultant team.
- B. The Technical Advisory Committee (TAC) will provide technical guidance throughout the Project and will include representation from:
  - i. Staff from each of the Cities;
  - ii. Staff Multnomah County Transportation Division and Metro
  - iii. Staff from, partner agencies and organizations as needed based on the final scope of work
- C. The Community Engagement Subcommittee will be convened to help conduct outreach to typically under-represented community members, with the goal of ensuring that public input is representative of the diverse cultures, economic backgrounds, ages, and interests in the three cities.

**7. Delegation of Authority.** The Cities agree to delegate to the City of Fairview the authority to take all necessary actions to provide direction to consultants and other parties to complete the

scope of the work identified in the Metro IGA, and to direct the work needed to complete the Project. The City of Fairview does not have the authority or ability to modify the financial obligations of the parties or the overall financial commitment made by the parties to this project.

8. **Financial Management.** The City of Fairview shall have the sole right and authority through the Fairview City Council, to alter the financial obligations associated with the Metro IGA with the extent that the funds support the grant obligations. Fairview shall be solely responsible for establishing all accounting, auditing, compliance, and similar activities necessary to meet all obligations of the Metro IGA.

Financial commitments from the Parties are as follows:

Jurisdiction	Match Source	Amount
City of Fairview	Financial	\$6,000.00
City of Wood Village	Financial	\$3,000.00
City of Wood Village	In-Kind	\$8,366.00
City of Troutdale	In-Kind	\$11,008.00

The Parties are responsible for their financial and in-kind contributions.

At the agreed upon time, each jurisdiction shall submit to the City of Fairview’s grant management consultant a summary of their financial commitment to date.

9. **Staff from Participating Cities.** The administrative, professional, and clerical staff members from Cities may participate in support of the work undertaken by the PMT and the advisory committees. Staff members may be named by the participating entity and designated with contract management or other tasks associated with this IGA. The PMT may request services from staff members of any of the Cities. However, the assignment, direction, or selection of participating staff members shall be solely at the discretion of the participating party.
10. **Status of Employees.** Nothing herein shall be construed as creating the relationship of employer and employee between any staff members assigned to assist with the Project. All persons rendering Services hereunder shall be for all purposes employees of their respective entities. All liabilities for salaries, wages, any other compensation, injury, or sickness arising from this IGA shall be the responsibility of the jurisdiction that employs the staff provided.
11. **Termination.** This IGA may be terminated, with or without cause and at any time, by any party by providing thirty (30) days written notice of intent to the other Parties, provided, however, that management of all contracts and activities underway at the time of termination shall continue to be a responsibility of the PMT. All financial obligations committed to the Project by the terminating jurisdiction must be met prior to the effective termination of their participation in this IGA. If only one party terminates, the TAC shall be modified to reflect the remaining participants by eliminating the party from the pertinent advisory committee(s). Should three entities choose to terminate, this IGA shall be deemed null and void, and all remaining obligations and costs incurred shall be the liabilities of the participating entities. The final adoption of the Project by the individual Cities, including the completion of all components listed in Section 2 above, hereto shall terminate this IGA.
12. **Indemnification.** Subject to the limitations of state law, each party agrees to indemnify, defend and hold harmless the other party and its officers, agents, employees and elected officials from

any and all claims, liability, loss, and costs arising out of or resulting from the acts of the individual parties to this agreement, their officers, agents, employees and elected officials, including intentional or willful misconduct, in the performance of this IGA. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.

**13. Insurance.** The Parties agree to each maintain insurance or self-insurance consistent with provisions of the Oregon Tort Claims Act, ORS 30.270 and customary for public agencies of the same size and type.

**14. Amendment.** This IGA may be amended at any time upon the written agreement of all Parties.

**15. No Third Party Beneficiaries.** Parties hereto do not intend by this IGA to assume any contractual obligations to any other parties and do not intend that there be any third-party beneficiary to this IGA.

**16. Assignment.** No party shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Parties.

**17. Severability.** Should any provision of this IGA be rendered invalid by a court of competent jurisdiction or arbitrator with authority to render a provision invalid, it is agreed that every other part of the IGA shall remain in full force and effect.

**18. Counterparts.** This IGA may be signed in one or more counterparts, and each counterpart shall be deemed to be an original instrument.

**19. Judicial Review.** This IGA and its construction shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claims, action, suit or proceeding between the Parties that arises from or relates to this IGA shall be brought and conducted solely and exclusively within the Circuit Court of Multnomah County for the State of Oregon.

**20. Non-Waiver.** Failure of any party at any time to require performance of any provision of this IGA shall not limit the party's right to enforce the provision, nor shall any waiver of any breach of any provision be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provisions.

**21. Entire Agreement.** This IGA constitutes the entire and integrated agreement between the Cities and may be modified or amended only by the written agreement of the Cities.

**22. Effective Date.** This IGA shall become effective upon full execution by all Cities as set forth below and will remain in effect until completion of the Project or until two years following the effective date, whichever occurs earlier.

**CITY OF FAIRVIEW, OREGON**

**CITY OF WOOD VILLAGE, OREGON**

By: \_\_\_\_\_  
Nolan Young

By: \_\_\_\_\_  
William A. Peterson, Jr.



Title: City Administrator

Title: City Manager

Date:

Date:

**CITY OF TROUTDALE, OREGON**

By: \_\_\_\_\_  
Ray Young

Title: City Manager

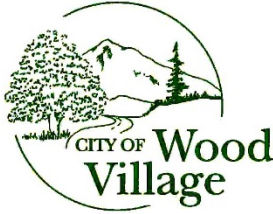
Date:

ATTEST:

\_\_\_\_\_  
Devree Leymaster, City Recorder

Attachments:

Exhibit 1: CET Grant Metro IGA



## City Council Agenda Item Staff Report

Meeting Date: May 16, 2019

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**TO:** Mayor and City Council

**FROM:** John Niiyama, Public Works Director

**DATE:** May 6, 2019

**SUBJECT:** Donald L. Robertson Park Irrigation Project

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### **Requested Council Action**

Adopt Resolution 27-2019 authorizing the City Manager to direct solicitation for the upgrade and installation of park irrigation system at Donald L. Robertson Park.

### **Background**

In 2017 the City received \$10,200 in Community Development Block Grant CDBG funding for the design of the Donald L. Robertson Park Irrigation Project. In 2018, the City applied for and received the grant amount of \$75,250 to refurbish and expand the irrigation system. Adopted Capital Budget Appropriation for the upgrade of existing irrigation and installation of additional irrigation to the south of the ball fields at Donald L. Robertson Park is \$85,250 for 2018-19. This project is also part of the 2018 updated Parks Master Plan. The Request for Proposal (RFP) was posted in the Business Tribune April 9<sup>th</sup> & 12<sup>th</sup> with a closing date of April 23<sup>rd</sup>---no bids received. A re-bid was posted in the Business Tribune April 26<sup>th</sup> & 30<sup>th</sup> with a closing date of May 7<sup>th</sup>—no bids received. The 6.2 acre sports fields at Donald L. Robertson Park currently has an existing irrigation system that is obsolete and only operates manually. In addition, the irrigation would be extended to the south—covering the amphitheater area. The new in-ground system is to include new valves, mainline and lateral PVC irrigation lines, retracting sprinkler heads, and timer. Irrigation may be added to other areas of the park in the future, so installation will be done with the possibility of future extensions/additions. Public Works has followed the proper procurement procedure with posting and reposting of the RFP.

### **Fiscal Impact**

The loss of the \$75,250 CDBG funding which is 75% of the total project based on the Engineer Estimate.

### **City Goal**

Adopting Resolution 27-2019 supports City Goal 3: High quality, cost-effective public utilities, parks and events.

### **Alternatives**

At Council's direction staff will

1. Solicit direct contact for bid requests from qualified contractors.
2. Eliminate the project from the Capital Parks List. This would trigger the loss of the Community Development Block Grant CDBG funding of \$75,250. May not have another opportunity for this project.

### **Recommendation and Suggested Motions**

It is recommended that the resolution to improve irrigation at Donald L. Robertson Park be adopted.

*"I move to adopt Resolution 27-2019 authorizing the City Manager to direct solicitation for the construction and installation of the park system irrigation at Donald L. Robertson Park."*

**RESOLUTION 27-2019**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO DIRECT SOLICITATION FOR THE UPGRADE AND INSTALLATION OF THE PARKY IRRIGATION SYSTEM PROJECT AT DONALD L. ROBERTSON PARK**

**WHEREAS:**

1. The City has completed the design through AKS Engineering & Forestry utilizing 2017 CDBG grant funding, and
2. The City received CDBG grant funding in the amount of \$75,250 for the construction and installation of irrigation at Donald L. Robertson Park, and
3. The project supports the 2018 Parks Mater Plan update, and
4. The Request for Proposal (RFP) was posted in the Business Tribune April 9<sup>th</sup> & 12<sup>th</sup> with a closing date of April 23<sup>rd</sup>---no bids received, and
5. A re-bid was posted in the Business Tribune April 26<sup>th</sup> & 30<sup>th</sup> with a closing date of May 7<sup>th</sup>—no bids received.

**NOW THEREFORE, LET IT BE RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOOD VILLAGE AUTHORIZING THE CITY MANAGER TO DIRECT SOLICITATION FOR THE CONSTRUCTION AND INSTALLANTION OF THE PARK SYSTEM IRRIGATION AT DONALD L. ROBERTSON PARK.**

Moved to approve by \_\_\_\_\_; seconded by \_\_\_\_\_ and adopted this 16<sup>th</sup> day of May 2019.

YEAS \_\_\_\_\_ NAYS \_\_\_\_\_

\_\_\_\_\_  
Scott Harden, Mayor  
City of Wood Village

ATTEST:

\_\_\_\_\_  
Greg Dirks  
City Recorder



## City Council Agenda Item Staff Report: Meeting Date: May 16, 2019

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**TO:** Mayor and Councilors

**FROM:** Bill Peterson: City Manager

**DATE:** May 7, 2019

**SUBJECT:** Authority to Transfer Obligations in DDA

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### **Requested Action by the Board and the Council**

Adopt Resolution 28-2019 authorizing the transfer of obligations in the Disposition and Development Agreement from Williams Dame and Associates, Inc. to two separate entities, one Wood Village Apartments, LLC and the other Wood Village Retail, LLC. Both entities are controlled by the principals of Williams Dame and Associates, Inc., however, the transfer is necessary to secure the financing structure desired by WDA.

### **Background**

The City of Wood Village has authorized a Disposition and Development Agreement between the City and Williams Dame and Associates, Inc. The agreement, as amended, contains specific provision authorizing the ability to transfer ownership interest and obligations as follows:

**11.1 Restrictions on Transfer of the Property and Assignment of the Agreement.** Except as provided in this Section 11.1. and in Section 11.2, Buyer shall not partially or wholly transfer Buyer's interest in this Agreement without the prior written approval of the City, which may be withheld in the City's reasonable discretion.

**11.2 Approved Transfers.** Notwithstanding Section 11.1 above, and provided that Buyer provides the City with copies of all agreements related to the transfer, the City hereby consents to an assignment of Buyer's rights under this Agreement and interest in the Property (which interest will remain subject to the terms and conditions of this Agreement) to any entity in which the day-to-day operations are ultimately controlled, either directly or indirectly, by Homer G. Williams, T. B. Dame, or both through ownership, voting or contractual management rights.

The assignment requested by WDA is within the contemplated terms of the original agreement, and provides for the continuation of all obligations for both parties, extending the obligations to the newly formed entities.

It is probable that no City Council action is necessary to assure this occurs, nor an action of the Urban Renewal Agency. Resultantly, we are asking the City Council to review the action, and if authorized, presuming this stands for both entities.

### **Alternatives**

The Council could take alternative actions including the following:

- Request a meeting with representatives from WDA prior to taking any further actions, or
- Elect not to authorize a transfer of ownership interests as contemplated in the agreement, or
- Approve the resolution.

### **Fiscal Impact**

No fiscal impact is anticipated

### **City Goal**

The transfer of ownership will permit the financing tools anticipated to develop the City property to be completed by WDA, implementing Council GOAL 4: Long-term financial stability, economic vitality and growth.

### **Recommendation and Suggested Motions**

It is recommended the Resolution be Adopted.

*“I move to adopt City Resolution Number 28-2019 acknowledging the transfer of obligations from Williams Dame and Associates, Inc. to Wood Village Apartments, LLC and Wood Village Retail LLC.”*

**RESOLUTION NUMBER 28-2019**

**A RESOLUTION AUTHORIZING THE TRANSFER OF OBLIGATIONS FOR A DEVELOPMENT AND DISPOSITION AGREEMENT ON CITY OWNED PROPERTIES LOCATED AT THE INTERSECTION OF HALSEY AND 238<sup>TH</sup> DRIVE FROM WILLIAM/DAME AND ASSOCIATES, INC. TO WOOD VILLAGE APARTMENTS, LLC, AND WOOD VILLAGE RETAIL LLC.**

**WHEREAS:**

1. The City of Wood Village has entered into a Disposition and Development Agreement (DDA) with Williams/Dame and Associates, INC. (WDA), and
2. Sections 11.1 and 11.2 of the approved agreement identify the method to permit the transfer of property and assignment of obligations to other entities from WDA, and
3. The financing of the project to develop the City property situated at 238<sup>th</sup> and Halsey is dependent on the transfer and assignment of obligations from WDA to the newly created entities, and
4. The newly created entities are ultimately controlled, either directly or indirectly, by Homer Williams or T. B. Dame, or both and provided in the agreement, and
5. The City Council is desirous of assuring this project goes forward to closing and the completion of the purchase/sale of this land.

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Wood Village, that the transfer of obligations from Williams/Dame and Associates, Inc. to Wood Village Apartments, LLC and Wood Village Retail, LLC is approved as contemplated by the Development and Disposal Agreement.

Motion for Adoption by Councilor \_\_\_\_\_ and seconded by Councilor \_\_\_\_\_.

Aye \_\_\_\_\_ Nay \_\_\_\_\_

Adopted on this 16<sup>th</sup> day of May, 2019, by the City of Wood Village.

\_\_\_\_\_  
T. Scott Harden  
Mayor, City of Wood Village  
Chair of Wood Village Urban Renewal Agency

ATTEST:

\_\_\_\_\_  
Greg Dirks  
Human Resources/Records Manager

## City of Wood Village

### **Proclamation**

Whereas, public works services provided in our community are an integral part of our citizens' everyday lives; and

Whereas, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewer, streets, and public buildings, solid waste collection; and

Whereas, the health, safety and comfort of this community greatly depends on these facilities and services; and

Whereas, the quality and effectiveness of these facilities, as well as their planning, design, and construction, are vitally dependent upon the efforts and skill of public works officials; and

Whereas, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform.

Now, therefore, I, Scott Harden, Mayor of the City of Wood Village,  
do hereby proclaim the week of May 19 - 25, 2019 as

### **"National Public Works Week"**

In the City of Wood Village and I call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort, and quality of life.

Given under my hand and Seal of the  
City of Wood Village, Oregon, this 16<sup>th</sup> day of May 2019

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T. Scott Harden, Mayor