

**AGENDA**  
**SPRINGFIELD ECONOMIC DEVELOPMENT AGENCY (SEDA)**

Jesse Maine Meeting Room  
225 Fifth Street, Springfield, OR 97477

**May 2, 2016**

The meeting location is wheelchair-accessible. For the hearing-impaired, an interpreter can be provided with 48 hours notice prior to the meeting.

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***SEDA EXECUTIVE SESSION***

**8:00 p.m. (Approximate Time)**

Pursuant to ORS 192.501(6), ORS 192.660(2)(e),  
ORS 40.225, and ORS 192.502(1)

CALL TO ORDER & ROLL CALL

Sean VanGordon\_\_\_, Hillary Wylie\_\_\_, Sheri Moore\_\_\_, Dave Ralston\_\_\_, Marilee Woodrow\_\_\_, Joe Pishioneri\_\_\_, Christine Lundberg\_\_\_, and Sid Leiken\_\_\_.

1. Proposed Property Purchase.  
[Courtney Griesel] (10 Minutes)

ADJOURNMENT

***SEDA REGULAR MEETING***

**8:10 p.m. (Approximate Time)**

CALL TO ORDER & ROLL CALL

Sean VanGordon\_\_\_, Hillary Wylie\_\_\_, Sheri Moore\_\_\_, Dave Ralston\_\_\_, Marilee Woodrow\_\_\_, Joe Pishioneri\_\_\_, Christine Lundberg\_\_\_, and Sid Leiken\_\_\_.

CONSENT CALENDAR

1. MINUTES
  - a. Minutes of November 23, 2015 (Attached)

**MOTION: APPROVE/NOT APPROVE THE CONSENT CALENDAR**

COMMUNICATIONS

1. Business from the Audience: **Please limit comments to 3 minutes. Request to Speak cards are available at the entrance. Please present cards to City Recorder. Speakers may not yield their time to others.**
2. Correspondence
3. Business from the Staff

REPORT OF CHAIR

REPORTS OF COMMITTEES

PUBLIC HEARINGS

NEW BUSINESS

1. Authorization to Repay City for Schematic Design and Design Development Services for Glenwood Garage Design.  
[Courtney Griesel] (05 Minutes)

RESOLUTION NO. 1 – A RESOLUTION AUTHORIZING INDEBTEDNESS FOR CAPITAL PROJECTS DESCRIBED IN THE URBAN RENEWAL PLAN FOR THE GLENWOOD URBAN RENEWAL AREA.

**MOTION: ADOPT/NOT ADOPT RESOLUTION NO. 1.**

**MOTION: APPROVE/NOT APPROVE THE INTERGOVERNMENTAL AGREEMENT (IGA) TO MAKE CONTRACT PAYMENTS WHEN THE IGA BETWEEN THE CITY AND SEDA HAS BEEN FINALIZED.**

OLD BUSINESS

ADJOURNMENT

MINUTES OF THE MEETING OF THE  
SPRINGFIELD ECONOMIC DEVELOPMENT AGENCY  
HELD MONDAY NOVEMBER 23, 2015

The Springfield Economic Development Agency met in the Jesse Maine Meeting Room, 225 Fifth Street, Springfield, Oregon on Monday November 23, 2015 at 7:19 p.m., with Board Chair Hilary Wylie presiding.

ATTENDANCE

Present were Board Chair Sean VanGordon and Board Members Marilee Woodrow, Christine Lundberg, Sheri Moore, Joe Pishioneri, and Dave Ralston. Also present were City Manager Gino Grimaldi, Attorney Mary Bridget Smith, and Administrative Specialist AJ Ripka.

Board Members Sid Leiken and Hillary Wylie were absent (excused).

CONSENT CALENDAR

- a. Minutes of October 19, 2015
- b. RESOLUTION NO. SEDA2015-07 – A RESOLUTION AUTHORIZING THE CITY MANAGER TO AWARD COMPETITIVE BIDS, REQUESTS FOR PROPOSALS, OTHER PERSONAL SERVICES CONTRACTS EXEMPT FROM BIDDING REQUIREMENTS UNDER THE PURCHASING REGULATIONS, AND APPROVE AMENDMENTS TO PUBLIC CONTRACTS IN CONFORMANCE WITH CITY OF SPRINGFIELD MUNICIPAL CODE AND ADMINISTRATIVE REGULATIONS DURING THE PERIOD COMMENCING DECEMBER 8, 2015 AND CONTINUING THROUGH JANUARY 10, 2016 WHILE BOARD IS IN RECESS.

**IT WAS MOVED BY BOARD MEMBER LUNDBERG WITH A SECOND BY BOARD MEMBER PISHIONERI TO APPROVE THE CONSENT CALENDAR. THE MOTION PASSED WITH A VOTE OF 6 FOR AND 0 AGAINST (2 ABSENT – LEIKEN AND WYLIE).**

COMMUNICATIONS

- a. Business from the Audience - None
- b. Correspondence - None
- c. Business from the Staff

REPORT OF CHAIR - None

REPORT OF COMMITTEES - None

PUBLIC HEARINGS

1. Supplemental Budget Resolution

RESOLUTION NO. SEDA2015-081 – A RESOLUTION ADJUSTING RESOURCES AND REQUIREMENTS IN THE FOLLOWING FUNDS: SEDA GLENWOOD GENERAL, SEDA DOWNTOWN GENERAL, AND SEDA GLENWOOD CAPITAL PROJECTS FUNDS.

Bob Duey, Finance Director, presented the staff report on this item.

At various times during the fiscal year the SEDA Board of Directors are requested to make adjustments to the annual budget to reflect needed changes in planned activities, to recognize new revenues, or to make other required adjustments. These adjustments to resources and requirements change the current budget and are processed through supplemental budget requests scheduled by the Finance Department on an annual basis.

The supplemental budget being presented includes adjusting resources and requirements in: SEDA Glenwood General, SEDA Downtown General, and SEDA Glenwood Capital Projects Funds.

The SEDA Board of Directors is asked to approve the attached Supplemental Budget Resolution.

The overall financial impact of the Supplemental Budget Resolution is to increase Capital Projects \$879,233, Interfund Transfers \$579,000, Reserves \$409,406 and a decrease Debt Services (\$560,000). These are offset by Interfund Transfers \$3,979,000 and Beginning Cash adjustment of (\$2,671,361).

Mr. Duey described the change because the City did not receive the TIGER Grant for Franklin Boulevard. He described the other adjustments to the budget.

Board Chair VanGordon opened the public hearing.

No one appeared to speak.

Board Chair VanGordon closed the public hearing.

**IT WAS MOVED BY BOARD MEMBER PISHIONERI WITH A SECOND BY BOARD MEMBER WOODROW TO APPROVE RESOLUTION NO. SEDA2015-08. THE MOTION PASSED WITH A VOTE OF 6 FOR AND 0 AGAINST (2 ABSENT – LEIKEN AND WYLIE).**

NEW BUSINESS

OLD BUSINESS - None.

ADJOURNMENT

The meeting was adjourned at approximately 7:22 p.m.

Minutes Recorder – Amy Sowa

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Marilee Woodrow  
Secretary

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**AGENDA ITEM SUMMARY**

**Meeting Date:** 5/2/2016  
**Meeting Type:** Regular Meeting  
**Department:** CMO  
**Staff Contact:** Griesel, Courtney  
**Staff Phone No:** 541.726.7132  
**Estimated Time:** 5 Minutes

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**SPRINGFIELD ECONOMIC  
DEVELOPMENT AGENCY****ITEM TITLE:**

AUTHORIZATION TO REPAY CITY FOR SCHEMATIC DESIGN AND DESIGN DEVELOPMENT SERVICES FOR GLENWOOD GARAGE DESIGN.

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**ACTION****REQUESTED:**

Adopt/not adopt the following resolution:  
A RESOLUTION AUTHORIZING INDEBTEDNESS FOR CAPITAL PROJECTS DESCRIBED IN THE URBAN RENEWAL PLAN FOR THE GLENWOOD URBAN RENEWAL AREA

Approve/not approve the Intergovernmental Agreement (IGA) to Make Contract Payments when the IGA between the CITY and SEDA has been finalized.

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**ISSUE  
STATEMENT:**

SEDA seeks to build a Cross Laminated Timber (CLT) garage in the Glenwood Area to serve the redevelopment urban renewal of Glenwood. The CITY is entering into an agreement with SRG Partnership, Inc. for the schematic design and design development services and SEDA will repay the CITY for those services.

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**ATTACHMENTS:**

Attachment 1. Resolution with Exhibit A Draft IGA

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**DISCUSSION/  
FINANCIAL  
IMPACT:**

The City of Springfield is in the process of hiring SRG Partnership, Inc. to complete the schematic design and design development services for a Cross Laminated Timber (CLT) garage in the redevelopment urban renewal of Glenwood. The provision of public parking is in the Urban Renewal Plan and The Glenwood Refinement Plan. The Glenwood Refinement Plan promotes density and a mix of uses while intentionally limiting the development of surface parking lots to interior, screened areas.

The contract that the CITY seeks to execute is the schematic design and design development for only Phase 1 of potential 3 Phases that may include Phase 2 construction documents, bid documents and construction contract services and Phase 3 construction administration, project administration and project closeout. Phase 1 includes schematic design and design development in an amount not to exceed \$678,550.

The resolution and the IGA is for SEDA to repay the City for the SRG Partnership, Inc. invoices for the work completed and accepted by the project team for the schematic design and design development services.

Staff recommends that the SEDA Board approve the resolution to repay the city for the design work and to Authorize the SEDA Chair to sign the IGA with the CITY to repay the CITY for the invoices received from SRG Partnership, Inc. when the SRG Partnership, Inc. Agreement has been executed.

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**SPRINGFIELD ECONOMIC DEVELOPMENT AGENCY**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING INDEBTEDNESS FOR CAPITAL PROJECTS DESCRIBED IN THE URBAN RENEWAL PLAN FOR THE GLENWOOD URBAN RENEWAL AREA.**

WHEREAS, the Springfield Economic Development Agency (“SEDA”) is authorized by Oregon Revised Statutes Chapter 457 to incur indebtedness to carry out its Glenwood Urban Renewal Plan (the “Plan”) and by Oregon Revised Statutes Chapter 190 to enter into intergovernmental agreements; and,

WHEREAS, the City of Springfield, Oregon (the “City”) has agreed to pay for the cost of projects in the Plan, including public parking facilities (collectively, the “Projects”) in an amount not to exceed \$678,500 and wishes to pay the debt service from the tax increment revenues of the Glenwood Urban Renewal Area (the “Area”); and,

WHEREAS, all of the Projects will be located within the within the Area and owned by SEDA or the City; and,

WHEREAS, the Area is projected to have sufficient tax increment revenues to pay the debt service on the City’s financing for the Projects; and,

WHEREAS, SEDA is willing to commit tax increment revenues from the Area in amounts sufficient to pay up to \$678,550 in principal amount of financing for the Projects; and,

WHEREAS the City has approved a maximum indebtedness for the Area of \$32,860,000, SEDA has the capacity remaining under that maximum indebtedness limit and is willing to use \$678,550 of that maximum indebtedness to finance the Projects.

NOW THEREFORE BE IT RESOLVED, by the Board of SEDA as follows:

1. The Board of SEDA hereby authorizes SEDA to enter into an intergovernmental agreement with the City that obligates SEDA to pay up to \$678,550 to finance the Projects. The intergovernmental agreement shall constitute indebtedness of SEDA that is payable solely from the tax increment revenues of the Area and interest earnings on those tax increment revenues. The intergovernmental agreement shall be in substantially the form attached to this resolution as Exhibit A but with such changes as are approved pursuant to Section 2 of this resolution.

2. The City Manager, the Finance Director of the City or a person designated by the City Manager to act under this resolution is hereby authorized, on behalf of SEDA and without further action by the Board of SEDA to negotiate the final terms of and execute the intergovernmental agreement described in Section 1 of this resolution, and to execute any documents and take any other actions that are desirable to assist the City in financing the Projects.

Adopted by the Springfield Economic Development Agency, an Urban Renewal Agency of the City of Springfield by a vote of \_\_\_\_\_ for and \_\_\_\_\_ against this second day of May, 2016.

THIS RESOLUTION shall become effective upon adoption.

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Sean VanGordon, Chair  
Springfield Economic Development Agency

ATTEST:

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Amy Sowa, City Recorder

REVIEWED & APPROVED

AS TO FORM

*[Signature]*  
DATE: 4/27/16

SPRINGFIELD ECONOMIC DEVELOPMENT AGENCY

**Intergovernmental Agreement  
to Make Payments on the SRG Partnership, Inc. Contract**

by and between the

**Springfield Economic Development Agency, Oregon**

and the

**City of Springfield, Oregon**

Dated as of \_\_\_\_\_, 2016

Contract # 1665

**EXHIBIT A**

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**Exhibit A –SRG Partnership, Inc. Contract #1661**

## **EXHIBIT A**

### **Intergovernmental Agreement to Make Contract Payments**

This Intergovernmental Agreement to Make Contract Payments (the “Intergovernmental Agreement”) is dated as of \_\_\_\_\_, and is entered into by and between the Springfield Economic Development Agency, Oregon (the “Agency”) and the City of Springfield, Oregon (the “City”). The parties hereby agree as follows:

#### **Section 1. Definitions and Recitals.**

(1) Definitions.

Unless the context clearly requires otherwise, capitalized terms used in this Intergovernmental Agreement that are defined in this Section 1(1) shall have the following meanings:

“Area” means the Glenwood Urban Renewal Area described in the Plan.

“SRG Partnership, Inc. Contract” means the contract between the City and SRG in the amount of \$678,550 to prepare the schematic design and design development for the Projects, which is dated as of \_\_\_\_\_, 2016.

“Contract Payments” means the payments the City is required to make under the SRG Partnership, Inc. Contract #1661.

“Plan” means the Agency’s Glenwood Urban Renewal Plan approved by City Ordinance No. 6103, as that plan may in the future be, amended.

“Projects” means projects described in the Plan, including the construction of a “public parking” facility.

“Tax Increment Revenues” means all revenues that the Agency collects for the Glenwood Urban Renewal Area under the provisions of Article IX, Section 1c of the Oregon Constitution and Oregon Revised Statutes Chapter 457.

(2) Findings.

- (A) The City has entered into the SRG Partnership, Inc. Agreement to finance costs of the Projects and to pay costs of issuance.
- (B) The Projects are properly described as urban renewal projects in the Plan.
- (C) The Agency is authorized to spend Tax Increment Revenues to pay for the costs of the Projects.
- (D) The Projects will assist the Agency in carrying out its Plan.
- (E) The Agency has \$29,000,000 of unused maximum indebtedness available prior to executing this Intergovernmental Agreement.

## **EXHIBIT A**

### **Section 2. The Contract Payments.**

(1) The Contract Payments.

The Agency hereby agrees to pay to the City, not less than five business day after receiving the invoice for the SRG Partnership, Inc. Contract payments. The SRG Partnership, Inc. draft contract is attached and incorporated to this Agreement in Exhibit A. Security for the Obligation of the Agency to Pay the Contract Payments.

This Intergovernmental Agreement shall constitute indebtedness of the Agency in the amount of the SRG Partnership, Inc. Contract. The Agency is obligated to make the payments due under this Intergovernmental Agreement solely from the Tax Increment Revenues. Pursuant to Oregon Revised Statutes Section 287A.310, the Agency pledges the Tax Increment Revenues to pay the amounts described in Section 2(1) of this Intergovernmental Agreement.

### **Section 3. Prepayment.**

If the City exercises its option to prepay the SRG Partnership, Inc. Contract in whole or in part, unless the Agency consents in advance and in writing, the Agency shall not be obligated to prepay the amounts due from it under this Intergovernmental Agreement.

### **Section 4. Estoppel.**

The Agency hereby certifies, recites and declares that all things, conditions and acts required by the Constitution and Statutes of the State of Oregon and by this Intergovernmental Agreement to exist, to have happened and to have been performed precedent to and in the execution and the delivery of this Intergovernmental Agreement, do exist, have happened and have been performed in due time, form and manner, as required by law, and that this Intergovernmental Agreement is a valid and binding obligation of the Agency that is enforceable against the Agency in accordance with its terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other laws or judicial decisions or principles of equity relating to or affecting the enforcement of creditors' rights or contractual obligations generally.

### **Section 5. Title.**

Neither the City nor SRG Partnership, Inc. shall have a lien on or security interest in the Projects.

### **Section 6. Miscellaneous.**

(1) Binding Effect.

This Intergovernmental Agreement shall inure to the benefit of and shall be binding upon the Agency and the City and their respective successors and assigns.

## **EXHIBIT A**

(2) Severability.

In the event any provisions of this Intergovernmental Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

(3) Amendments.

This Intergovernmental Agreement may be amended only by a written document signed by both parties.

(4) Execution in Counterparts.

This Intergovernmental Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute the same instrument.

(5) Applicable Law.

This Intergovernmental Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Any action regarding this Intergovernmental Agreement or the transactions contemplated hereby shall be brought in an appropriate court of the State of Oregon in Lane County, Oregon.

(6) Rules of Construction.

References to section numbers in documents that do not specify the document in which the section is located shall be construed as references to section numbers in this Intergovernmental Agreement.

(7) Headings.

The headings, titles and table of contents in this Intergovernmental Agreement are provided for convenience and shall not affect the meaning, construction or effect of this Intergovernmental Agreement.

**EXHIBIT A**

IN WITNESS WHEREOF, the Agency and the City have executed this Intergovernmental Agreement as of the date indicated above.

**For the Springfield Economic Development  
Agency, Oregon**

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Authorized Officer

**For the City of Springfield, Oregon**

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Authorized Officer

**EXHIBIT A**

**EXHIBIT A**

SRG Partnership, Inc. Contract #1661