

Coos County Urban Renewal Agency
Board Meeting

Thursday, August 29, 2019, 7:30am

125 Central Ave, Coos Bay, OR 97420
2nd Floor Conference Room

**COOS COUNTY URBAN RENEWAL AGENCY
NORTH BAY DISTRICT**

P.O. Box 1215 • Coos Bay, Oregon 97420 • 541-267-7678

M E M O R A N D U M

TO: Coos County Urban Renewal Agency Board
and all Interested Parties

FROM: John Burns, Agency Administrator

DATE: August 22, 2019

SUBJECT: CCURA Meeting Notice

NOTICE OF REGULAR CCURA MEETING

A public meeting of the Coos County Urban Renewal Agency Board – North Bay District, Coos County, State of Oregon, will be held in the Port of Coos Bay Second Floor Conference Room, located at 125 Central Avenue, Suite 210, Coos Bay, Oregon, 97420. The meeting will take place on **Thursday, August 29, at 7:30 a.m.**

JB:km

**COOS COUNTY URBAN RENEWAL AGENCY
REGULAR BOARD MEETING
7:30 A.M. Thursday, August 29, 2019**

Port of Coos Bay Conference Room, 125 Central Avenue, Suite 210, Coos Bay, Oregon 97420

TENTATIVE AGENDA

1. **CALL MEETING TO ORDER**

2. **INTRODUCTION OF GUESTS**

3. **CONSENT ITEMS**
 - A. Approval of June 20, 2019 Budget Hearing and Board Meeting Minutes

4. **DISCUSSION ITEMS**
 - A. Intergovernmental Agreement Renewal

5. **ACTION ITEMS**
 - A. Staggering of Term Expirations

6. **INFORMATION ITEMS**
 - A. Insurance Renewal

7. **PUBLIC COMMENT**

8. **SCHEDULE NEXT MEETING DATE**

9. **OTHER/ADJOURN**

Consent Items

**COOS COUNTY URBAN RENEWAL AGENCY
REGULAR BOARD MEETING & BUDGET HEARING**

7:30 A.M. Thursday, June 20, 2019

Port of Coos Bay Conference Room, 125 Central Avenue, Suite 210, Coos Bay, Oregon 97420

DRAFT MINUTES

ATTENDANCE

Agency Board Members:

Chairman Todd Goergen, At Large; Eric Farm, Port Commissioner; Howard Graham, City of North Bend; Lucinda DiNovo, City of Coos Bay; and John Sweet, Coos County.

Guests:

Maeora Mosieur, Budget Committee; John Burns, Port Staff; Megan Richardson, Port Staff; Lanelle Comstock, Port Staff; and Krystal Moffett, Port Staff.

1. CALL MEETING TO ORDER

Chair Todd Goergen called the meeting to order at 7:30 a.m.

2. INTRODUCTION OF GUESTS

3. CONSENT ITEMS

A. Approval of March 21, 2019 Board Meeting Minutes

B. Approval of May 9, 2019 Budget Committee Meeting Minutes

Upon a motion by John Sweet (Second by Eric Farm), the Agency Board Members voted to approve the March 21, 2019 Board Meeting Minutes and the May 9, 2019 Budget Committee Meeting Minutes.
Motion Passed.

4. OPEN BUDGET HEARING – FY 2019/20 BUDGET

A. Public Hearing

Chair Todd Goergen opened the public hearing for the Coos County Urban Renewal Agency's Fiscal Year 2019/20 budget at 7:32 a.m. No comments were made.

5. BUDGET HEARING FY 2019/20 BUDGET

Todd Goergen stated the materials and services line item of \$128,500 includes a placeholder of \$100,000 for projects. This is within the operating general fund budget of \$135,196. Budget packets were circulated showing the total budget of \$1,304,000. Mr. Goergen asked for any Agency discussion.

Upon a motion by John Sweet (Second by Eric Farm), the Agency Board Members voted to approve Resolution 2019Res01 to adopt the budget approved by the budget committee for the fiscal year 2019/20 in the sum of \$1,304,000 now on file with the Agency office. **Motion Passed.**

6. CLOSE BUDGET HEARING – FY 2019/20 BUDGET

Chair Todd Goergen closed the public budget hearing at 7:33 a.m. and opened the agency board meeting for discussion.

7. OPEN BOARD MEETING

Mr. Goergen asked for a Port progress update on the North Spit drainage issue. John Burns stated that Mike Dunning has been working with County staff to review survey work done to date. John Sweet stated that the County survey did find some drop in elevation from the problem area to the culvert at the southern end. The drop is less than 4 feet in 1,500 feet. Mr. Goergen asked whether action will be taken during the summer season. Mr. Burns stated Port staff does not anticipate any.

Mr. Goergen stated previous discussions of the Agency included an evacuation and safety plan for emergency preparedness for the North Spit. Mr. Goergen stated it would be good for the Agency to consider participating in or using Urban Renewal funds to leverage grants. Mr. Goergen asked if Port staff could look into the availability of grant funding for a federal program to serve the potential needs associated with emergency planning. This would benefit industrial and recreational users. Mr. Burns stated Port staff will look into it. Mr. Sweet stated the Jordan Cove facility will be a benefit to all once it is built; it will be built to withstand a major earthquake/tsunami event. Howard Graham asked about the Forest Service, and Mr. Goergen stated they would be a good partner to reach out to. Eric Farm spoke of the impact of a moderate tsunami to the low ground on the North Spit. Lucinda DiNovo spoke of the City of Coos Bay's efforts to educate the public on the need to have a two weeks preparedness supply, and a plan for the day after. Mr. Farm stated this could be a good use for the project money placeholder. Mr. Burns stated another good group to reach out to is the Regional Resiliency Task Force from the Department of Homeland Security. Mr. Goergen stated the Agency recently experienced public doubt related to the mission of the group. A safety campaign that adds value to recreational and industrial users alike would be good for the public and the perception of the Agency.

8. ACTION ITEMS

There were no other action items.

9. PUBLIC COMMENT

There was no public comment.

10. SCHEDULE NEXT MEETING DATE

11. OTHER/ADJOURN

Chair Todd Goergen adjourned the meeting at 7:43 a.m.

Discussion Items

Intergovernmental Agreement

This intergovernmental agreement is effective on this 1st day of December, 2014, by and between the Coos County Urban Renewal Agency ("CCURA") and the Oregon International Port of Coos Bay ("Port of Coos Bay").

Recitals

WHEREAS, the CCURA is a duly existing local government unit existing and functioning in conformance with ORS Chapter 457 pertaining to urban renewal agencies; and

WHEREAS, the CCURA is subject to Oregon Budget Laws and Oregon Public Records and Public Meetings Laws; and

WHEREAS, the Port of Coos Bay is a duly existing local government unit existing and functioning in conformance with ORS Chapter 777; and

WHEREAS, ORS 190.010 authorizes local government units to enter into intergovernmental agreements for the performance of certain functions and activities of such local government units, including the providing of administrative services; and

WHEREAS, such administrative services include fulfilling the CCURA's obligations in accordance with ORS Chapter 457 and ORS Chapter 294; and

WHEREAS, the Port of Coos Bay has been duly providing administrative services to the CCURA for an administrative fee for approximately 15 years and the parties now wish to enter into this intergovernmental agreement to formalize the terms of their arrangement;

NOW THEREFORE, in consideration of the mutual benefits and obligations as set forth in this intergovernmental agreement, the CCURA and Port of Coos Bay hereby agree as follows:

1. **Administrative Services.** The Port of Coos Bay shall provide to the CCURA, and the CCURA shall receive from the Port of Coos Bay, such administrative services as necessary to fulfill the CCURA's duties and obligations in accordance the rules, laws, regulations, and statutes of the State of Oregon pertaining to urban renewal agencies (ORS Chapter 457), Oregon Budget Law (ORS Chapter 294), and Oregon Public Records and Public Meetings Laws (ORS Chapter 192). Such administrative services shall include but are not limited to staff support for public meetings, including preparation of meeting notices, agendas, and minutes; budget preparation and oversight; contract procurement and administration in accordance with the Port of Coos Bay's public contracting rules and rules of procedure for public contracting; real estate procurement and management; procurement of professional services and project management services; and planning related to project development. In so doing, the Port of Coos Bay shall provide such services to the CCURA in compliance with the laws of the State of Oregon, and in accordance with the CCURA's plan, as amended, revised, and updated from time to time, and this intergovernmental agreement.

2. **Term.** The term of this intergovernmental agreement shall be five (5) years, commencing on December 1, 2014 and terminating on November 30, 2019. This intergovernmental agreement shall renew automatically without any affirmative action by either party on December 1, 2019 unless either party gives written notice of termination to the other party on or before September 1, 2019. If either party gives such written notice of termination to the other party in accordance with the provisions of this paragraph 2, this intergovernmental agreement shall terminate on November 30, 2019. In the event neither party provides such notice of termination by September 1, 2019, the parties then shall negotiate in good faith to determine the Port of Coos Bay's compensation for the additional five (5) year term. Other than the terms relating to compensation, the parties intend that all other terms and conditions as set forth in this intergovernmental agreement shall continue for the additional five (5) year term.

3. **Compensation.** The annual compensation for the provision of administrative services as set forth in paragraph 1 above shall be twelve thousand and 00/100 dollars (\$12,000.00), to be paid to the Port of Coos Bay by the CCURA in equal monthly installments.

4. **Termination.** The CCURA or the Port of Coos Bay may terminate this intergovernmental agreement without cause on giving not less than ninety (90) days' prior written notice to the other party. The Port of Coos Bay shall be entitled to compensation for administrative services provided to the CCURA prior to termination of this intergovernmental agreement.

5. **Dispute Resolution.** If any dispute should arise between the parties as to the meaning or enforcement of this intergovernmental agreement, that dispute shall be resolved by negotiation. If negotiation does not lead to a resolution of the dispute, the dispute shall be submitted to mediation, with each party equally sharing the cost of such mediation. The parties shall mutually select a mediator and attempt in good faith to resolve the dispute through the mediation process. If mediation does not lead to a resolution of the dispute, either party may terminate this intergovernmental agreement with thirty (30) days' written notice to the other party.

6. **Modification.** This intergovernmental agreement can be modified only by another writing signed by each party hereto.

Effective on the date first written above.

COOS COUNTY URBAN RENEWAL AGENCY

By: R. Todd Goergen
R. Todd Goergen, Chair

12-11-14
Date

OREGON INTERNATIONAL PORT OF COOS BAY

By: Dave Kronsfeiner
Dave Kronsfeiner, President

12-12-14
Date

Action Items

**COOS COUNTY URBAN RENEWAL AGENCY
ACTION/DECISION REQUEST**

DATE: August 22, 2019

PROJECT TITLE: Staggering of Term Expirations

ACTION REQUESTED: Approve the Staggering of Term Expirations

BACKGROUND:

The Coos County Urban Renewal Agency was formed by Coos County Ordinance # 85-11-015L pursuant to ORS Chapter 457. Bylaws for the Agency in Section 03.03.040 state the following:

- (4) The powers of the Coos County Urban Renewal Agency shall be exercised by a Commission composed of ten (10) members appointed by the Coos County Board of Commissioners. The first eight (8) members of the Commission shall be two (2) officials from each of the following governing bodies:
- a) The City Council of the City of Coos Bay;
 - b) The City Council of the City of North Bend;
 - c) The Port Commission of the Oregon International Port of Coos Bay; and
 - d) The Coos County Board of Commissioners.

The remaining two members of the Commission shall be appointed by the Coos County Board of Commissioners from the public-at-large.

- (6) The members of the Commission appointed pursuant to Subsection (4) of this Section shall serve for a term of two years from the date of appointment or until a successor is appointed by the Coos County Board of Commissioners. The initial terms shall expire on December 31st and shall be staggered so that one member from each governing body shall expire each year.

At the December 12, 2017 Agency Board meeting, it was determined that each governing body would designate members as Seat A or Seat B. This was presented at the February 13, 2018 meeting. However, Seats A and B remain with the same year expiration dates; current Agency Board roster is attached. Seats A and B need to be staggered to be in compliance with the bylaws of the Agency, and renewals of the term expirations will need to be approved by the Coos County Board of Commissioners, upon recommendation from the Coos County Urban Renewal Agency.

RECOMMENDED MOTION:

Approve the recommendation to the Coos County Board of Commissioners for the renewal of Agency Board members in Seats A to expire in odd years, beginning December 31, 2021 and Agency Board members in Seats B to expire in even years, beginning December 31, 2020.

COOS COUNTY URBAN RENEWAL AGENCY – 2018/2019

AGENCY BOARD

Seat A

Todd Goergen – Chair

At Large

12/31/2018 – 2 yr. term

Seat B

Vacant – Secretary

At Large

12/31/2018 – 2 yr. term

Seat A

Mike Erbele

City of North Bend

12/31/2018 – 2 yr. term

Seat B

Howard Graham

City of North Bend

12/31/2018 – 2 yr. term

Seat A

Joe Benetti

City of Coos Bay

12/31/2020 – 2 yr. term

Seat B

Lucinda DiNovo

City of Coos Bay

12/31/2020 – 2 yr. term

Seat A

Eric Farm – Vice Chair

Port of Coos Bay Commissioner

12/31/2018 – 2 yr. term

Seat B

James Martin

Port of Coos Bay Commissioner

12/31/2018 – 2 yr. term

Seat A

Melissa Cribbins

Coos County Board of Commissioners

12/31/2018 – 2 yr. term

Seat B

John Sweet

Coos County Board of Commissioners

12/31/2018 – 2 yr. term

Other Items



Brianna R Pernsteiner
 385 Washington St.
 SB-02U Central Underwriting Facility
 ST. PAUL, MN 55102
 (651) 310-8584
 BPERNSTE@travelers.com

August 14, 2019

Wendy Abel-Hatzel
 ABEL INSURANCE AGENCY
 PO BOX 1780
 COOS BAY, OR 97420

This is a Direct Billed Policy. The DB # is 5565NA206.

Direct Bill Pay Option: Lump Sum

This is a Renewal for

Coos County Urban Renewal Agency

**125 CENTRAL AVENUE, SUITE 300
 COOS BAY, OR 97420**

Brand Type: Wrap+ Crime for Government Entities
 Policy Number: 106601741
 Commission: 12.50 %
 Policy Period: September 30, 2019 to September 30, 2022
 Billing Period: September 30, 2019 to September 30, 2022
 Transaction Effective Date: September 30, 2019

| <u>Coverage</u> | <u>Limit</u> | <u>Retention</u> | <u>Previous Policy Number</u> |
|--------------------|--------------|------------------|-------------------------------|
| Gov't Entity Crime | \$25,000 | \$1,000 | N/A |

| | <u>Year 1</u> | <u>Year 2</u> | <u>Year 3</u> |
|--------------------------|---------------|---------------|---------------|
| Surcharge: | \$0.00 | \$0.00 | \$0.00 |
| Tax: | \$0.00 | \$0.00 | \$0.00 |
| Combined Premium: | \$206.00 | \$206.00 | \$206.00 |

Thank you for placing your business with us.

Coos County Urban Renewal Agency

Balance Sheet

As of July 31, 2019

| | <u>Jul 31, 19</u> |
|---------------------------------------|----------------------------|
| ASSETS | |
| Current Assets | |
| Checking/Savings | |
| State Treasurer LGIP | 1,226,533.44 |
| Umpqua Bank | 11,680.03 |
| Total Checking/Savings | <u>1,238,213.47</u> |
| Total Current Assets | <u>1,238,213.47</u> |
| TOTAL ASSETS | <u>1,238,213.47</u> |
| LIABILITIES & EQUITY | |
| Equity | |
| Retained Earnings | 1,240,588.79 |
| Net Income | -2,375.32 |
| Total Equity | <u>1,238,213.47</u> |
| TOTAL LIABILITIES & EQUITY | <u>1,238,213.47</u> |

Coos County Urban Renewal Agency
Profit & Loss
July 2019

| | <u>Jul 19</u> |
|--------------------------------|-------------------------|
| Ordinary Income/Expense | |
| Income | |
| Interest | 2,856.78 |
| Taxes - Current Year | 563.53 |
| Taxes - Previously Levied | 899.59 |
| Total Income | <u>4,319.90</u> |
| Gross Profit | 4,319.90 |
| Expense | |
| DEBT SERVICE | |
| Interest-Debt Service | 1,695.22 |
| Principal (Umpqua payoff 7/20) | 5,000.00 |
| Total DEBT SERVICE | <u>6,695.22</u> |
| Total Expense | <u>6,695.22</u> |
| Net Ordinary Income | <u>-2,375.32</u> |
| Net Income | <u><u>-2,375.32</u></u> |

Coos County Urban Renewal Agency
Profit & Loss Budget vs. Actual
July 2019

| | Jul 19 | Budget | \$ Over Budget | % of Budget |
|-------------------------------------|-------------------------|-------------------------|--------------------------|---------------------|
| Ordinary Income/Expense | | | | |
| Income | | | | |
| Cash Carry Over | 0.00 | 100,000.00 | -100,000.00 | 0.0% |
| Interest | 2,856.78 | 1,000.00 | 1,856.78 | 285.7% |
| Taxes - Current Year | 563.53 | 6,837.00 | -6,273.47 | 8.2% |
| Taxes - Previously Levied | 899.59 | 837.00 | 62.59 | 107.5% |
| Total Income | <u>4,319.90</u> | <u>108,674.00</u> | <u>-104,354.10</u> | <u>4.0%</u> |
| Gross Profit | 4,319.90 | 108,674.00 | -104,354.10 | 4.0% |
| Expense | | | | |
| DEBT SERVICE | | | | |
| Interest-Debt Service | 1,695.22 | 1,696.00 | -0.78 | 100.0% |
| Principal (Umpqua payoff 7/20) | 5,000.00 | 5,000.00 | 0.00 | 100.0% |
| Total DEBT SERVICE | <u>6,695.22</u> | <u>6,696.00</u> | <u>-0.78</u> | <u>100.0%</u> |
| MATERIALS AND SERVICES | | | | |
| Audit | 0.00 | 625.00 | -625.00 | 0.0% |
| Insurance | 0.00 | 163.00 | -163.00 | 0.0% |
| Legal Counsel | 0.00 | 500.00 | -500.00 | 0.0% |
| Management | 0.00 | 1,000.00 | -1,000.00 | 0.0% |
| Professional Svcs (Project) | 0.00 | 8,337.00 | -8,337.00 | 0.0% |
| Publications and Advertising | 0.00 | 87.00 | -87.00 | 0.0% |
| Total MATERIALS AND SERVICES | <u>0.00</u> | <u>10,712.00</u> | <u>-10,712.00</u> | <u>0.0%</u> |
| Total Expense | <u>6,695.22</u> | <u>17,408.00</u> | <u>-10,712.78</u> | <u>38.5%</u> |
| Net Ordinary Income | <u>-2,375.32</u> | <u>91,266.00</u> | <u>-93,641.32</u> | <u>-2.6%</u> |
| Net Income | <u>-2,375.32</u> | <u>91,266.00</u> | <u>-93,641.32</u> | <u>-2.6%</u> |