



URBAN RENEWAL DISTRICT AGENCY BOARD

October 23, 2012

Council Chambers • 777 SW Deschutes Avenue

BOARD MEMBERS

George Endicott
Chair

Tory Allman
Board Member

Joe Centanni
Board Member

Shirlee Evans
Board Member

Camden King
Board Member

Ed Onimus
Board Member

Jay Patrick
Board Member

OCTOBER 23, 2012

MEETING AGENDA

FOLLOWING A.M. COUNCIL MEETING

I. CALL TO ORDER / ESTABLISH A QUORUM

II. MINUTES

A. Minutes of June 12, 2012, Special Urban Renewal District Agency Board Meeting

Exhibit 1

III. ACTION ITEMS

A. Intergovernmental Agreement with Redmond Area Park and Recreation District for Operations and Maintenance of the Redmond Ice Skating Rink

Exhibit 2

IV. OTHER BUSINESS

V. ADJOURN

Regular Council meetings are broadcast live on COTV11 – BendBroadband Channel 11 beginning at 7:00 p.m. on the 2nd and 4th Tuesdays of each month. Rebroadcasts are scheduled for the non-meeting Tuesdays at 7:00 p.m., and Sunday at 1:00 p.m.

Anyone needing accommodation to participate in the meeting must notify Mike Viegas, ADA Coordinator, at least 48 hours in advance of the meeting at 541-504-3032, or through the Telecommunications Relay Service (TRS) which enables people who have difficulty hearing or speaking in the telephone to communicate to standard voice telephone users. If anyone needs Telecommunications Device for the Deaf (TDD) or Speech To Speech (STS) assistance, please use one of the following TRS numbers: 1-800-735-2900 (voice or text), 1-877-735-7525 (STS English) or 1-800-735-3896 (STS Spanish). The City does not discriminate on the basis of disability status in the admission or access to, or treatment, or employment in, its programs or activities.

The City of Redmond does not discriminate on the basis of disability status in the admission or access to, or treatment, or employment in, its programs or activities

SPECIAL CITY OF REDMOND URBAN RENEWAL DISTRICT AGENCY BOARD MEETING WAS HELD JUNE 12, 2012, IN THE CITY COUNCIL CHAMBERS.

BOARD MEMBERS PRESENT: Tory Allman – Ed Boero – George Endicott – Camden King – Ed Onimus – Shirlee Evans – Jay Patrick

STAFF PRESENT: City Manager David Brandt – Assistant City Manager Sharon Harris – City Attorney Steve Bryant – Airport Director Kim Dickie – Assistant to the City Manager Betty Borgen – Police Chief Dave Tarbet – Public Works Director Bill Duerden – Mike Caccavano – City Recorder Kelly Morse – Community Development Director Heather Richards – CIS Administrator Sheri Cleveland – Finance/Budget Manager Jason Neff

MEDIA PRESENT: COTV

Chair Endicott called the meeting to order at 8:45 p.m. and established a quorum.

MINUTES

A. Minutes of March 13, 2012, Special Urban Renewal District Agency Board Meeting (Exhibit 1)

King moved, seconded by Boero, to approve the minutes as presented, motion passed. (Allman-yes, Boero-yes, Endicott-yes, Evans-yes, King-yes, Onimus-yes, Patrick-yes)

PUBLIC HEARING

A. Adopting the Urban Renewal District Agency FY 2012/13 Budget (Exhibit 2)

- i. URD Res. #2012-01 – A resolution adopting the FY 2012/13 budget, establishing the tax increment authority and appropriating funds.**
- ii. URD Res. #2012-02 – A resolution to collect 100% of the division of tax and \$0.00 of special levy revenue to the Downtown Urban Renewal fund and categorizing the tax increment for taxes as provided for in the FY 2012/13 adopted budget.**

Finance/Budget Manager Jason Neff presented URD Res. #2012-01 and URD Res. #2012-02 which incorporates the proposed budget that was approved by the Budget Committee.

Endicott opened the public hearing.

There being no public comments, Endicott closed the public hearing.

King moved, seconded by Evans, to adopt URD Res. #2012-01.

Onimus explained the purpose and benefits of an urban renewal district. Boero suggested holding a Town Hall to explain urban renewal districts to citizens.

Motion passed. (Allman-yes, Boero-yes, Endicott-yes, Evans-yes, King-yes, Onimus-yes, Patrick-yes)

Allman moved, seconded by Onimus, to adopt URD Res. #2012-02, motion passed. (Allman-yes, Boero-yes, Endicott-yes, Evans-yes, King-yes, Onimus-yes, Patrick-yes)

OTHER BUSINESS

There being no further business, the meeting was adjourned at 8:55 p.m.

Prepared by Kelly Morse, City Recorder

APPROVED by the Board and SIGNED by the Chair this 23rd day of October, 2012.

George Endicott, Chair

ATTEST:

Kelly Morse, City Recorder



CITY OF REDMOND
Community Development Department
Redmond Urban Renewal Agency

716 SW Evergreen Avenue
Redmond, OR 97756
(541) 923-7721
Fax: (541) 548-0706
www.ci.redmond.or.us

DATE: October 23, 2012
TO: Redmond Urban Renewal Agency Board
THROUGH: Sharon Harris, Interim City Manager
FROM: Heather Richards, Community Development Director
SUBJECT: IGA with Redmond Area Park and Recreation District –
Operations and Maintenance of the Redmond Ice Skating Rink

Addresses Council Goals:

7. URBAN RENEWAL

Invest resources to encourage new business investment in designated blighted areas that will grow the job base and strengthen and diversify the tax base in that area.

- B. Downtown Urban Renewal Plan: Create a readily identifiable city center that is vibrant with a mixture of offices, specialty shops, entertainment, family amenities, housing and other commercial uses.
- ii. Form partnerships and make investments that stimulate high quality development projects.

Report in Brief:

Authorization for the Interim City Manager to sign an Intergovernmental Agreement with Redmond Area Park and Recreation District (RAPRD) for the operation and maintenance of the Redmond Ice Skating Rink.

Background:

Last year, the Redmond Urban Renewal Agency contracted with RAPRD to operate and maintain the Redmond Ice Skating Rink. The Intergovernmental Agreement was valid for one year to determine if the relationship was mutually beneficial for both agencies. After the rink was closed for the season, staff met from both agencies to talk about what worked and what didn't work, and agreed that the operational and maintenance agreement with RAPRD was successful.

Discussion:

The IGA would be for the operation and maintenance of the Redmond Ice Skating Rink for the 2012/13 season with the following details:

Responsibilities:

Redmond Urban Renewal Agency

- Provide a fully constructed and operational rink
- Purchase all capital equipment needed for the Rink, including but not limited to; dasher boards, ice mat, chiller, ice skates, ice resurfacing tools.
- Insure the property including the equipment, name RAPRD as additional insured.
- Agree to ensure that the operation of the Rink will be cost neutral to RAPRD

RAPRD

- Daily rink operation which includes providing staff to rent skates, grooming the ice and general janitorial responsibilities
- Provide general liability insurance related to the operation of the rink.

The Ice Rink is scheduled to open on November 16, 5:00 PM, weather permitting.

Proposed Rink Hours (Dependent upon User Response):

Days of the Week	Free Skate Hours	Staffed Hours (Rentals Available)
Monday – Thursday	10:00 – 1:30 PM	3:00 – 9:00 PM
Friday – Saturday	10:00 – 12:30 PM	2:00 – 9:00 PM
Sunday	10:00 – 12:30 PM	2:00 – 9:00 PM

Cost During Staffed Hours:

\$1.00 Use Fee

\$3.00 Skate Rental (\$4.00 with use fee)

RAPRD is recommending a user fee during what is traditionally the busiest times of the rink use for a couple of reasons: 1) to manage the number of users on the ice at one time; 2) to help offset the additional costs associated with ice maintenance during peak use hours; 3) to have users sign “Hold Harmless Waivers” during a time when the recreational immunity is no longer valid.

Fiscal Impact:

One of the premises of the proposal from RAPRD to operate and maintain the Redmond Ice Skating Rink is that the Agency will agree to ensure that the operation of the Rink will be cost neutral to RAPRD.

Agency staff will need to work with RAPRD staff to continually monitor the budgetary operations of the ice skating rink through the season and adjust operational hours if necessary. For example, if there is not much interest in renting skates during the early afternoon hours than it is necessary to staff the rink at those hours.

Additionally, RAPRD has proposed to provide janitorial duties associated with the maintenance of the ice rink, such as trash removal, snow removal, etc., which is normally a function of city staff.

Alternative Courses of Action:

1. Authorize the Interim City Manager to sign an Intergovernmental Agreement with Redmond Area Park and Recreation District for the operation and maintenance of the Redmond Ice Skating Rink for the 2012/13 season;
2. Request more information; or
3. Do not authorize the Interim City Manager to sign an Intergovernmental Agreement with Redmond Area Park and Recreation District for the operation and maintenance of the Redmond Ice Skating Rink for the 2012/13 season;

Recommendation/Suggested Motion:

“I move to authorize the Interim City Manager to sign an Intergovernmental Agreement with Redmond Area Park and Recreation District for the operation and maintenance of the Redmond Ice Skating Rink for the 2012/13 season as proposed.”

Heather Richards,
Community Development Director

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE REDMOND URBAN RENEWAL AGENCY/CITY OF REDMOND
AND THE REDMOND AREA PARK AND RECREATION DISTRICT
REGARDING THE OPERATION AND MAINTENANCE OF
THE REDMOND ICE SKATING RINK

This Intergovernmental Agreement (this "Agreement"), dated effective _____, 2012, is entered into by and between the Redmond Urban Renewal Agency / City of Redmond, an Oregon municipal corporation ("Agency"), and the Redmond Area Park and Recreation District, a Special Taxing District, ("RAPRD").

Whereas, the Redmond Urban Renewal Agency is interested in installing a seasonal ice skating rink in the downtown core as part of its efforts to provide downtown park amenities as attractors for Redmond's families to enjoy and visit downtown Redmond, as part of its Open Space project in the Redmond Downtown Urban Renewal Plan.

Whereas, the Redmond Urban Renewal Agency will purchase all of the equipment for the seasonal ice skating rink and construct it as a finished product for use.

Whereas, the Redmond Urban Renewal Agency's core services do not include operating and maintaining park amenities. .

Whereas, the Redmond Area Park and Recreation District operates and maintains park amenities.

Whereas, the Redmond Area Park and Recreation District manages programs on other City of Redmond park facilities.

Whereas, the Redmond Urban Renewal Agency is interested in contracting with the Redmond Area Park and Recreation District to operate and maintain the ice skating rink.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is mutually agreed as follows:

1. EFFECTIVE DATE/DURATION

- 1.1 This Agreement is effective November 16, 2012.
- 1.2 The Agreement shall commence upon signature of all parties, and shall continue in full force and effect until terminated on or before April 1, 2013, or when the ice skating rink is shut down to weather conditions.

2. TERMINATION

- 2.1 This Agreement may be terminated by either party upon 30-days written notice to the other party.
- 2.2 Termination under this section shall not affect any obligations or liabilities accrued prior to the effective date of the termination.

3. PURPOSE

- 3.1 This Agreement provides the basis for a cooperative working relationship for the purpose of operating and maintaining the Redmond Ice Skating Rink.

4. SCOPE OF RESPONSIBILITIES

4.1 Redmond Urban Renewal Agency:

- 4.1.1 Provide a fully constructed and operational ice skating rink.
- 4.1.2 Purchase all capital equipment needed for the rink, including but not limited to dasher boards, ice mats, chiller, ice skates, ice resurfacing tools.
- 4.1.3 Insure the property including the equipment, name RAPRD as additional insured.
- 4.1.4 Agree to ensure that the operation of the Rink will be cost neutral to RAPRD.

4.2 RAPRD:

- 4.2.1 Daily rink operation which includes providing staff to rent skates, grooming the ice and general janitorial responsibilities.
- 4.2.2 Provide general liability insurance related to the operation of the rink.

5. PROGRAMMING

- 5.1 Rink Hours of Operation: Rink hours of operation will include "Free Skate" hours each day of operation.
- 5.2 Fees: Fees will be maintained at the lowest price possible and will only be charged to recover costs of operation and maintenance.
- 5.3 Scholarships: Scholarships will be made available for qualifying families.

6. COMPENSATION

- 6.1 RAPRD will collect and utilize all user fees and skate rental fees to offset the costs associated with maintenance and operations.
- 6.2 At the end of the season RAPRD will reconcile the receipts and costs and provide documentation to the Agency. After the reconciliation, depending on whether or not RAPRD is able to cover all of their costs or not associated with this contract, RAPRD will either bill the Agency for any uncovered costs or RAPRD will provide the Agency with any remaining funds left after covering their costs to help offset the Agency's operational costs. This reconciliation shall occur no later than May 31, 2013.

7. SPECIAL REQUIREMENTS

- 7.1 Legal Compliance: Each party agrees to comply with all applicable federal, state and local ordinances, statutes, laws and regulations.
- 7.2 Assignment: Neither this Agreement nor any of the rights granted by this Agreement may be assigned or transferred by either party.
- 7.3 Record and Fiscal Control System: All payroll and financial records pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.
- 7.4 Access to Records: Both parties and their duly authorized representatives, shall have access to all books, documents, papers, and records of the parties which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.
- 7.5 Attorney Fees: In the event of an action, lawsuit or proceeding, including appeal there from, is brought for failure to fulfill or comply with any of the terms of this Agreement, each party shall be responsible for their own attorney fees, expenses, costs and disbursements for said action, lawsuit, proceeding or appeal.
- 7.6 No Waiver of Claims: The failure by any party to enforce any provision of this Agreement shall not constitute a waiver by that party of that provision or of any other provision of this Agreement.
- 7.7 Severability: Should any provision or provisions of this Agreement be construed by a court of competent jurisdiction to be void, invalid or unenforceable, such construction shall affect only the provision or provisions so construed, and shall not affect, impair or invalidate any of the other provisions of this Agreement which shall remain in full force and effect.

7.8 Each party shall be solely responsible for its own acts and those of its employees and officers under this Agreement. The parties will, within the limits of the Oregon Tort Claims Act, hold harmless, indemnify, and defend the other party, its officers, agents and employees from all claims arising solely by reason of any act or failure to act by each party.

8. AMENDMENTS TO AGREEMENT

8.1 This Agreement may be amended at any time with the concurrence of both parties. Amendments become part of this Agreement only after the written amendment has been signed by both parties.

Dated this _____ of _____, 2012

Redmond Urban Renewal Agency

By: Sharon Harris, Redmond Interim City Manager

Redmond Area Park and Recreation District

By: Katie Hammer, Executive Director