

**URBAN RENEWAL AGENCY BOARD MEETING MINUTES
OCTOBER 9, 2017**

0:00 **DATE COUNCIL CHAMBERS, CITY HALL, CITY OF WOODBURN, COUNTY OF MARION, STATE OF OREGON, OCTOBER 9, 2017**

CONVENED The meeting convened at 6:19 p.m. with Chair Figley presiding.

ROLL CALL

| | |
|------------------|---------------------|
| Chair Figley | Present |
| Member Schaub | Present |
| Member Lonergan | Present |
| Member Carney | Present |
| Member Morris | Present – 7:00 p.m. |
| Member Ellsworth | Absent |
| Member Serratos | Present |

Staff Present: City Administrator Derickson, City Attorney Shields, Community Development Director Kerr, Police Chief Ferraris, Interim Public Works Director Liljequist, Economic Development Director Johnk, Human Resources Director Mel Gregg, Community Relations Manager Gutierrez-Gomez, Communications Coordinator Horton, City Recorder Pierson

0:00

CONSENT AGENDA

A. Urban Renewal Agency minutes of June 12, 2017.
Lonergan/Carney... adopt the Consent Agenda. The motion passed unanimously.

BUILDING IMPROVEMENTS PROGRAM – REVISIONS TO GUIDELINES

Economic Development Director Johnk provided a staff report. **Lonergan/Schaub...** adopt resolution 2017-02 adopting the Building Improvements Program. The motion passed unanimously.

WOODBURN PUBLIC ART PROGRAM

Councilor Lonergan provided information on the proposed public art program and that he recommends that they dedicate \$100,000 of Urban Renewal funds towards public art in FY 2018-2019. Colleen Vancil, 312 McLaughlin, stated that she finds this program very intriguing and exciting and supports this program. Economic Development Director Johnk provided a staff report. **Lonergan/Schaub...**dedicate a \$100,000 of Urban Renewal funds in FY 2018-2019 to a public art program. Councilor Schaub stated that she supports this and is excited to bring it to Woodburn. Councilor Carney stated that he likes the idea but is uncomfortable with the form in which it has been introduced. He stated that he would support the art program if the following four things were to happen: cancel the mural ordinance and disband the mural committee, establish a new arts commission in the place of the mural committee, make the new arts commission advisory only, and appoint a public art skeptic to the committee. Councilor Serratos stated that he supports the program. City Administrator Derickson stated that staff will take a look at consolidating the functions of the mural committee and the art committee. Councilor Carney stated that he will vote in favor as long as the caveats that were discussed come back for discussion. The motion passed unanimously.

WOODBURN DOWNTOWN REVITALIZATION FACADE MAKE-OVER PROGRAM

Economic Development Director Johnk provided a staff report. **Carney/Schaub...** approve the allocation of budgeted URA funds to accomplish the goals of the Woodburn Downtown

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Revitalization Façade Make-Over Program. City Administrator Derickson stated that he belongs to the Masonic Lodge and he has no potential or actual conflict of interest and stands to gain in no way from this. Councilor Lonergan stated that he thinks this is great and Councilor Carney stated that it's a great start. The motion passed unanimously.

ADJOURNMENT

Morris/Lonergan ... meeting be adjourned. The motion passed unanimously.
The meeting adjourned at 7:02 p.m.

APPROVED _____

KATHRYN FIGLEY, CHAIR

ATTEST _____

Heather Pierson, City Recorder
City of Woodburn, Oregon



November 13, 2017

TO: Urban Renewal Agency Chair and Members
FROM: Jamie Johnk, Economic Development Director
SUBJECT: **OPTION TO PURCHASE REAL PROPERTY**

RECOMMENDATION:

It is recommended that the Urban Renewal Agency authorize the Option to Purchase Real Property from Bob Sok Hwan Kim and Amy Ae Kyung Kim (0.052-acre / Tax Lot No. 051W18AB02700).

BACKGROUND:

During the alleyway beautification project, staff identified an underutilized property at the Hayes Street entrance to the alley. With the vision of creating additional pedestrian/public space in downtown in proximity to the Plaza, as well as to make improvements to enhance the appearance of the area and discourage dumping and unauthorized parking on the site, staff reached out to the current owner to gauge their interest in possibly selling the property. The out-of-state property owners were interested in selling the property to the City and, after negotiating, agreed upon a sales price of \$20,000.

DISCUSSION:

This Option to Purchase Real Property secures the agreement between the City of Woodburn and Bob Sok Hwan Kim and Amy Ae Kyung Kim to purchase the 0.052-acre (2,300 sq. ft.) property identified as Tax Lot No. 051W18AB02700 for \$20,000. The City will pay an amount of \$1.00 upon the execution of the Option. The term of this Option Agreement shall commence on January 1, 2018, and continue until 5 p.m. on January 31, 2018.

FINANCIAL IMPACT:

Purchase price of the 0.052-acre (2,300 sq. ft.) property identified as Tax Lot No. 051W18AB02700 is \$20,000.

Agenda Item Review: City Administrator City Attorney Finance

OPTION TO PURCHASE REAL PROPERTY

THIS OPTION TO PURCHASE REAL PROPERTY (“Option Agreement”) is made and entered into by and between the City of Woodburn, an Oregon municipal corporation (the “City” or “Buyer”) and Bob Sok Hwan Kim and Amy Ae Kyung Kim, individuals as tenants in common or tenants by the entirety (“Owner”).

WHEREAS, the Owner is the beneficial owner of Property it desires to sell to Buyer and Buyer desires to procure the option to purchase from Owner the Property legally described in Exhibit A;

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. Grant of Option. Owner, in consideration of One Dollar (\$1.00), paid by Buyer to Owner, grants to Buyer the exclusive right and option to purchase the 0.052 Acreage Property referred to in Marion County Tax Records as Map Tax Lot No. 051W18AB02700, legally described in Exhibit A (the “Property”).
2. Option Period. The term of this Option Agreement shall commence on January 1, 2018, and continue until 5 p.m. on January 31, 2018.
3. Exercise of Option. Buyer may exercise this Option by signing the Exercise Provision on the bottom of this Option Agreement and delivering a copy to the Owner, during and prior to the expiration of the Option Period.
4. Failure to Exercise Option. In the event Buyer fails to exercise this Option, Owner shall retain the amount paid as consideration for this Option and this Option Agreement will become null and void and neither party shall have any other liability, obligation, or duty pursuant to this Option Agreement.
5. Contract for Purchase and Sale. In the event that the Buyer exercises its exclusive Option as provided for in the preceding paragraphs, Owner agrees to sell and Buyer agrees to buy the Property and both parties agree to execute a contract for such purchase and sale of the Property in accordance with the following terms and conditions:
 - 5.1. Purchase Price. The Purchase Price for the Property will be Twenty Thousand Dollars (\$20,000). Buyer shall deliver to Seller cash or immediately available funds for the Purchase Price at Closing.
 - 5.2. Title and Closing. Upon the terms and conditions agreed to and set forth herein, at the Closing, Owner shall convey to Buyer, by standard warranty deed, good and indefeasible marketable title in fee simple to the Property free and clear of any and all liens, encumbrances, conditions, easements, restrictions and other conditions. Said Property shall be subject only to taxes for the current year, easements, and rights of way of record. Should said title reflect any other exceptions to the title unacceptable to Buyer, Buyer shall notify the Owner in writing of any defects within fifteen (15) days (the title review period) and the Owner shall have a reasonable time (but not more than 30 days) in which to make the title good and marketable

or insurable, and shall use due diligence in an effort to do so. If after using due diligence the Owner is unable to make the title acceptable to Buyer within such reasonable time, it shall be the option of the Buyer either to accept the title in its existing condition with no further obligation on the part of the Owner to correct any defect, or to cancel this Option Agreement to purchase the Property. If this Option Agreement is thus canceled, it will terminate without further obligation of either party to the other. If title is acceptable to Buyer, the Closing shall occur within fifteen (15) days after expiration of the "title review period." At Closing Seller shall convey title to Purchaser by Warranty Deed subject only to exceptions acceptable to Buyer.

5.3. Transactional Costs and Expenses.

5.3.1. Owners' Obligations. At Closing, Owners must pay (or otherwise remove as a prior encumbrance on the Property interests) all mortgages, liens and encumbrances securing the payment of money and any real estate taxes that remain unpaid as of the Closing or relate to preferential tax treatment prior to Closing. Whether or not Closing occurs, Owners are responsible for the costs and expenses of any attorney or other advisors engaged by Owners.

5.3.2. Buyer's Obligations. Whether or not Closing occurs, Buyer is responsible for the costs of title, survey, environmental and other inspections, applications for funding, any other governmental approvals required as a condition of Closing, and preparation of Closing documents to transfer the Property interests.

6. Non-Assignment and Memorandum of Option Agreement. During the Option Term, the Owner shall not in any way transfer, assign, convey or otherwise encumber its interest in the Property and the City shall have the exclusive right to acquire the Property through the Option Period. The City, in its sole and absolute discretion, may record a Memorandum of Option in the records of Marion County to provide notice of this Option Agreement.

No interest of Buyer may be assigned, subcontracted, or otherwise transferred, voluntarily or involuntarily, without the prior written consent of the Owner, which Owner may withhold in its sole discretion. Any attempted assignment in violation of this provision will be void and of no effect with respect to Owner.

7. Notice. Any notice under this Option Agreement must be in writing and will be effective when actually delivered in person or three (3) days after being deposited in the U.S. mail, registered or certified, postage prepaid and addressed to the party at the address stated in this Agreement or such other address as either party may designate by written notice to the other. Mailing addresses for the parties are as follows:

- a. For Owner: Bob Sok Hwan Kim and Amy Ae Kyung Kim, 12216 Ewing Avenue, Grandview, MO 64030.
- b. For Buyer: City Administrator, City of Woodburn, 270 Montgomery Street, Woodburn, Oregon 97071.

8. Oregon Law. Oregon law governs this Agreement without respect to conflict of laws principles.

The parties have entered into this Option Agreement, effective as of the last date of signature below.

OWNER:

Bob Sok Hwan Kim and Amy Ae Kyung Kim,
individuals as tenants in common or tenants by the entirety

Bob Sok Hwan Kim

Amy Ae Kyung Kim

Date

Date

STATE OF OREGON)
) ss.
COUNTY OF MARION)

The foregoing instrument was acknowledged before me on this ___ day of _____, 2017,
by _____.

(Print Name)
Notary Public
My appointment expires:_____

STATE OF OREGON)
) ss.
COUNTY OF MARION)

The foregoing instrument was acknowledged before me on this ___ day of _____, 2017,
by _____.

(Print Name)
Notary Public
My appointment expires:_____

BUYER:

CITY OF WOODBURN,
an Oregon municipal corporation

Scott Derickson
City Administrator

Date

STATE OF OREGON)
) ss.
COUNTY OF MARION)

The foregoing instrument was acknowledged before me on this ___ day of _____, 2017,
by _____ as the _____
of _____.

(Print Name)
Notary Public
My appointment expires:_____

EXERCISE OF OPTION

By signing below and delivering a copy of such to Owner as specified above, Buyer is hereby exercising the above Option to Purchase Real Property.

Scott Derickson, City Administrator

Date

EXHIBIT A

Property ID #:

R108931

Map Tax Lot #:

051W18AB02700

Legal Description:

WOODBURN FR LOTS 5 & 6 BLK 1 ANNEXATION NO 84-36