



CITY OF COOS BAY URBAN RENEWAL AGENCY MEETING NOTICE

July 3, 2012

The meeting will be held immediately following the City Council Meeting
Which begins at 7 p.m. in the Meeting Room at the Public Library
525 Anderson Avenue – Coos Bay, Oregon

1. Public Comments
2. Consent Calendar
 - a. Approval of the Minutes of June 5, 2012
 - b. Acceptance of May Combined Cash Report
3. Approval of a Management Agreement with the Coos Bay Downtown Association Main Street Program
4. Consideration of Approval to Award the Request for Qualification to KPFF Consulting Engineers for the Egyptian Theatre Restoration Project
5. Consideration of Downtown Trash Enclosures
6. Proposed Egyptian Theatre Preservation Obeusk Fundraising Structure in the Pedway
7. Adjourn

All citizens addressing the Urban Renewal Agency under regular agenda items or public comments are required by URA Rule 4.8.4 to sign-in on the forms provided on the agenda table and podium.

If you require a listening enhancement device please contact the City Recorder.
Please silence electronic devices – Thank you.

MINUTES OF THE PROCEEDINGS OF THE CITY OF COOS BAY URBAN RENEWAL AGENCY

June 5, 2012

The minutes of the proceedings of the City of Coos Bay Urban Renewal Agency, held immediately following the City Council meeting held at 7 p.m. in the Library Meeting Room, 525 Anderson Avenue, Coos Bay, Coos County, Oregon.

Those Attending

Those present were Chair Gene Melton and Board Members Jennifer Groth, Jon Hanson, Stephanie Kramer, Crystal Shoji, John Muenchrath, and Mike Vaughan. City staff present were City Manager Rodger Craddock, City Attorney Nate McClintock, Finance Director Susanne Baker, Deputy Finance Director Amy Kinnaman, Economic Revitalization Administrator Joyce Jansen, Engineering Service Coordinator Jennifer Wirsing, Library Director Samantha Pierson, Fire Chief Stan Gibson, and Police Captain Chris Chapana.

Public Comments

No comments were given.

Consent Calendar

Chair Melton reviewed the consent calendar which consisted of 2a: approval of the minutes of May 5 and 15, 2012; and 2b: adoption of Resolution 12-06 extending workers' compensation coverage to urban renewal volunteers. Board Member Muenchrath moved to approve the consent calendar approving the minutes of May 5 and 15, 2012, and adopting Resolution 12-06 extending workers' compensation coverage to urban renewal volunteers. Board Member Kramer seconded the motion which passed with Chair Melton and Board Members Groth, Hanson, Kramer, Shoji, Muenchrath, and Vaughan voting aye.

Public Hearing on the Approved Budget for Fiscal Year (FY) 2012/2013 – Adoption of Resolution URA 12-07 Would Adopt the Budget for FY 2012/2013, Make Appropriations and Levy Taxes

Finance Director Susanne Baker stated the proposed budget for fiscal year 2012/2013 was reviewed by the Urban Renewal Agency Budget Committee on April 19, 2012, and was approved for forwarding to the Agency for adoption. Chair Melton opened the public hearing no public comments were given and the hearing was closed. Board Member Groth moved to adopt Resolution URA 12-07 adopting the budget for fiscal year 2012/2013, making appropriations and levying taxes. Board Member Shoji seconded the motion which passed with Chair Melton and Board Members Groth, Hanson, Kramer, Shoji, Muenchrath, and Vaughan voting aye.

Clarification on Landscaping for the Old Fire Station Lot

City Manager Rodger Craddock stated staff presented a proposal for landscaping on the Old Fire Station lot to the Parks Commission. During the Parks Commission meeting Councilor Vaughan and the Downtown Association also presented a proposal for interim development of the lot. Based on the discussion at the Parks Commission meeting, Councilor Vaughan combined and refined an alternative design which incorporated his and the Downtown

Urban Renewal Agency Minutes – June 5, 2012

Association's proposals. Mr. Craddock noted the following staff concerns: the proposals would go beyond the scope the Agency approved at the February 21, 2012 meeting, could possibly prevent the URA from achieving its goal of business development at the site, potential liability of constructing a large, scalable, concrete pyramid. Mr. Craddock advised the aforementioned concerns were also shared by the City's Insurance Agent of Record and the City Attorney. Board Member Groth inquired if all three proposals could be completed within the budgeted amount of \$5,000. Mr. Craddock stated it was his belief that both the City's and the Downtown Association's proposals could be accomplished within the \$5,000 budget; Board Member Vaughan suggested the materials to complete pyramid depicted in his proposal would be donated and/or purchased through fundraising efforts to benefit the Egyptian Theatre.

Board member Shoji expressed concern about the lot being developed as a public space noting the long term goal for the lot was for business development. Board Member Groth stated the consultant for the Egyptian Theatre should be included on discussions involving any fundraising campaigns. Board Member Kramer suggested the proposed pyramid design could be incorporated at the Pedway. Chair Melton expressed concern about the potential liability of the pyramid design. Board Member Hanson stated the interim development of the old fire station lot should be temporary. Brian Bowers, Coos Bay: stated the Coos Bay Downtown Association's goal was to support business development, make the downtown more presentable, and to work with City staff to implement a design for the vacant lot. The Downtown Association's proposal was a variation based on the City's proposal which incorporated the use of gravel; Mr. Bowers noted concerns about the use of the gravel and ADA requirements. Chris Coles, Coos Bay: stated on behalf of the Parks Commission she expressed support for the City's proposal due to its simplicity which could easily transition for business development; also expressed concern about ADA accessibility.

Board Member Shoji moved to direct staff to develop the lot based on the limit of \$5,000, to incorporate some of the design ideas presented by Councilor Vaughan and the Downtown Association, in addition to addressing some of the noted concerns, to include a sign advising the future purpose for the lot was for business development, and the final design did not need to be approved by the Agency. Board Member Groth seconded the motion. Board Member Vaughan stated he wanted to be part of a review process for the final design work and suggested the Agency should approve the final design. Chair Melton stated he was confident in staff's ability to design and implement the project and cautioned there was a potential conflict with Board Member Vaughan providing assistance and directing staff due to his position on the Council. Board Member Muenchrath also supported the Agency approving a final design. Mr. Craddock suggested the Parks Commission could review the final design. Board Member Shoji amended the motion to included incorporating a simple design using native plants but did not include the use of the pyramid and blocks and for the Parks Commission to review and approve the final design. Board Member Groth re-seconded the motion as amended. Board Member Vaughan suggested the Agency did not have a conventional method for the design process on projects and expressed concern achieving unprofessional results. A call for the question was made which passed with Chair Melton and Board Members Groth, Hanson, Kramer, Shoji, Muenchrath, and Vaughan voting aye.

Urban Renewal Agency Minutes – June 5, 2012

Adjourn

There being no further business to come before the Agency, Chair Melton adjourned the meeting.

Gene Melton, Chair

Attest:

Jennifer Groth, Secretary

CITY OF COOS BAY URBAN RENEWAL AGENCY
Agenda Staff Report

MEETING DATE	AGENDA ITEM NUMBER
July 3, 2012	

TO: Chair Gene Melton and Board Members

FROM: Susanne Baker, Finance Director

THROUGH: Rodger Craddock, City Manager *RC*

ISSUE: May 2012 Urban Renewal Fund Summary, Balance Sheet, and Combined Cash Investment Reports

BACKGROUND:

These reports are being provided to the Urban Renewal Agency and the public pursuant to a recommendation from the City's Auditor and City Manager to provide transparency and full disclosure to all interested parties. Routinely, the Urban Renewal transactions are included in three of the City's five bank statements (Accounts Payable, Local Government Investment Pool, and Umpqua Bank State Pool) and are balanced by the middle of the following month; expenditures and receipts are updated daily; deposits made daily; and the financial reports available upon request as well as uploaded monthly onto the Citywide drive.

ATTACHED REPORTS:

The **Fund Summary** shows all Urban Renewal funds are within appropriation levels for May with 92% of the fiscal year having elapsed. Urban Renewal Downtown Property Tax Collections are at 95.4% of budget and Urban Renewal Empire Property Tax Collections are at 100.1% of budget.

The **Balance Sheet** shows the Beginning Balance (Fund Balance 7/1/11); (Used or Earned) or the difference between what has been earned to what has been spent (7/1/2011 through 05/31/2012); and the Ending Balance or what amount remains as Fund Balance on 05/31/2012.

Balance Sheet Fund	Beginning Fund Balance FYE11 Audited	(Used) Earned	Ending Fund Balance
Downtown Special Revenue	903,221.85	(613,904.76)	289,317.09
Empire Special Revenue	441,103.58	(410,206.71)	30,896.87
Empire Program	429,550.35	2,569.21	432,119.56
Downtown Bond	1,033.66	0.00	1,033.66
Empire Bond	.15	0.00	.15
Downtown Program	23,064.12	137.96	23,202.08
Downtown Capital Projects	2,055,395.65	457,654.48	2,513,050.13
Empire Capital Projects	735,690.92	449,644.46	1,185,335.38
Downtown Bond Reserve	665,719.94	0.00	665,719.94
Empire Bond Reserve	239,710.86	0.00	239,710.86

The **Combined Cash Investment Report** shows total combined cash of \$5,380,384.72 (see table below).

Combined Cash Accounts:

Allocations to:	
Downtown Special Revenue Fund	\$ 289,317.09
Empire Special Revenue Fund	30,895.87
Empire Program Fund	432,119.56
Downtown Bond Fund	1,033.66
Empire Bond Fund	.15
Downtown Program Fund	23,202.08
Downtown Capital Projects Fund	2,513,050.13
Empire Capital Projects Fund	1,185,335.38
Downtown Bond Reserve Fund	665,719.94
Empire Bond Reserve Fund	239,710.86
TOTAL URBAN RENEWAL AGENCY COMBINED CASH	\$ 5,380,384.72

DISADVANTAGES:

None.

BUDGET:

The cash carryover is secure (fully collateralized or held in State's Local Government Investment Pool) and available for operations.

ACTION:

If it pleases the Urban Renewal Agency, accept the monthly Fund Summary, Balance Sheet, and Combined Cash Reports for May 31, 2012.

Attachments:

Fund Summary May 31, 2012 (10 pages)

Balance Sheet May 31, 2012 (10 pages)

Combined Cash Investment May 31, 2012 (1 page)

City of Coos Bay
Fund Summary
For the 11 Months Ending May 31, 2012

Downtown Special Revenue Fund

	Period Actual	YTD Actual	Budget	Variance	Pcnt
<u>Revenue</u>					
Carryover	.00	.00	870,000.00	870,000.00	.0
Property Taxes	7,338.76	909,168.99	953,342.00	44,173.01	95.4
Use Of Money & Property	350.32	5,656.45	10,000.00	4,343.55	56.6
Total Fund Revenue	7,689.08	914,825.44	1,833,342.00	918,516.56	49.9
<u>Expenditures</u>					
Expenditures	349,357.11	1,528,730.20	1,833,342.00	304,611.80	83.4
Total Fund Expenditures	349,357.11	1,528,730.20	1,833,342.00	304,611.80	83.4
Net Revenue Over Expenditures	(341,668.03)	(613,904.76)	.00	613,904.76	.0

City of Coos Bay
Fund Summary
For the 11 Months Ending May 31, 2012

Empire Special Revenue Fund

	Period Actual	YTD Actual	Budget	Variance	Pcnt
<u>Revenue</u>					
Carryover	.00	.00	430,000.00	430,000.00	.0
Property Taxes	4,447.37	554,916.52	554,481.00	(435.52)	100.1
Use Of Money & Property	81.18	2,731.63	.00	(2,731.63)	.0
Total Fund Revenue	4,528.55	557,648.15	984,481.00	426,832.85	56.6
<u>Expenditures</u>					
Expenditures	119,855.43	967,854.86	984,481.00	16,626.14	98.3
Total Fund Expenditures	119,855.43	967,854.86	984,481.00	16,626.14	98.3
Net Revenue Over Expenditures	(115,326.88)	(410,206.71)	.00	410,206.71	.0

City of Coos Bay
Fund Summary
For the 11 Months Ending May 31, 2012

Empire Program Fund

	Period Actual	YTD Actual	Budget	Variance	Pcnt
<u>Revenue</u>					
Carryover	.00	.00	429,550.00	429,550.00	.0
Use Of Money & Property	239.78	2,569.21	.00	(2,569.21)	.0
	<u>239.78</u>	<u>2,569.21</u>	<u>429,550.00</u>	<u>426,980.79</u>	<u>.6</u>
Total Fund Revenue	239.78	2,569.21	429,550.00	426,980.79	.6
<u>Expenditures</u>					
Expenditures	.00	.00	429,550.00	429,550.00	.0
	<u>.00</u>	<u>.00</u>	<u>429,550.00</u>	<u>429,550.00</u>	<u>.0</u>
Total Fund Expenditures	.00	.00	429,550.00	429,550.00	.0
	<u>.00</u>	<u>.00</u>	<u>429,550.00</u>	<u>429,550.00</u>	<u>.0</u>
Net Revenue Over Expenditures	<u>239.78</u>	<u>2,569.21</u>	<u>.00</u>	<u>(2,569.21)</u>	<u>.0</u>

City of Coos Bay
Fund Summary
For the 11 Months Ending May 31, 2012

Downtown Bond Fund

	Period Actual	YTD Actual	Budget	Variance	Pcnt
<u>Revenue</u>					
Other Financing Sources	349,357.11	1,528,730.20	1,528,974.00	243.80	100.0
Total Fund Revenue	349,357.11	1,528,730.20	1,528,974.00	243.80	100.0
<u>Expenditures</u>					
Expenditures	349,357.11	1,528,730.20	1,528,974.00	243.80	100.0
Total Fund Expenditures	349,357.11	1,528,730.20	1,528,974.00	243.80	100.0
Net Revenue Over Expenditures	.00	.00	.00	.00	.0

City of Coos Bay
Fund Summary
For the 11 Months Ending May 31, 2012

Empire Bond Fund

	<u>Period Actual</u>	<u>YTD Actual</u>	<u>Budget</u>	<u>Variance</u>	<u>Pcnt</u>
<u>Revenue</u>					
Other Financing Sources	<u>119,855.43</u>	<u>967,854.86</u>	<u>967,858.00</u>	<u>3.14</u>	<u>100.0</u>
Total Fund Revenue	<u>119,855.43</u>	<u>967,854.86</u>	<u>967,858.00</u>	<u>3.14</u>	<u>100.0</u>
<u>Expenditures</u>					
Expenditures	<u>119,855.43</u>	<u>967,854.86</u>	<u>967,858.00</u>	<u>3.14</u>	<u>100.0</u>
Total Fund Expenditures	<u>119,855.43</u>	<u>967,854.86</u>	<u>967,858.00</u>	<u>3.14</u>	<u>100.0</u>
Net Revenue Over Expenditures	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>

City of Coos Bay
Fund Summary
For the 11 Months Ending May 31, 2012

Downtown Program Fund

	Period Actual	YTD Actual	Budget	Variance	Pcnt
<u>Revenue</u>					
Carryover	.00	.00	23,000.00	23,000.00	.0
Use Of Money & Property	12.87	137.96	.00	(137.96)	.0
	<u>12.87</u>	<u>137.96</u>	<u>23,000.00</u>	<u>22,862.04</u>	<u>.6</u>
Total Fund Revenue					
<u>Expenditures</u>					
Expenditures	.00	.00	23,000.00	23,000.00	.0
	<u>.00</u>	<u>.00</u>	<u>23,000.00</u>	<u>23,000.00</u>	<u>.0</u>
Total Fund Expenditures					
Net Revenue Over Expenditures	<u>12.87</u>	<u>137.96</u>	<u>.00</u>	<u>(137.96)</u>	<u>.0</u>

City of Coos Bay
Fund Summary
For the 11 Months Ending May 31, 2012

Downtown Capital Projects Fund

	Period Actual	YTD Actual	Budget	Variance	Pcnt
<u>Revenue</u>					
Carryover	.00	.00	1,280,000.00	1,280,000.00	.0
Use Of Money & Property	1,423.56	12,796.95	.00	(12,796.95)	.0
Other Revenue	23,254.29	24,513.54	243,000.00	218,486.46	10.1
Transfers In	.00	829,581.00	829,581.00	.00	100.0
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
Total Fund Revenue	24,677.85	866,891.49	2,352,581.00	1,485,689.51	36.9
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
<u>Expenditures</u>					
Expenditures	75,722.50	409,237.01	2,352,581.00	1,943,343.99	17.4
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
Total Fund Expenditures	75,722.50	409,237.01	2,352,581.00	1,943,343.99	17.4
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
Net Revenue Over Expenditures	(51,044.65)	457,654.48	.00	(457,654.48)	.0
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>

City of Coos Bay
Fund Summary
For the 11 Months Ending May 31, 2012

Empire Capital Projects Fund

	Period Actual	YTD Actual	Budget	Variance	Pcnt
<u>Revenue</u>					
Carryover	.00	.00	600,000.00	600,000.00	.0
Revenue From Other Agencies	.00	.00	2,102,000.00	2,102,000.00	.0
Use Of Money & Property	665.98	4,671.28	3,000.00	(1,671.28)	155.7
Other Revenue	.00	2,427.00	.00	(2,427.00)	.0
Transfers In	.00	728,083.00	728,083.00	.00	100.0
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
Total Fund Revenue	665.98	735,181.28	3,433,083.00	2,697,901.72	21.4
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
<u>Expenditures</u>					
Expenditures	14,889.13	285,536.82	3,433,083.00	3,147,546.18	8.3
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
Total Fund Expenditures	14,889.13	285,536.82	3,433,083.00	3,147,546.18	8.3
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
Net Revenue Over Expenditures	(14,223.15)	449,644.46	.00	(449,644.46)	.0
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City of Coos Bay
Fund Summary
For the 11 Months Ending May 31, 2012

Downtown Bond Reserve Fund

	<u>Period Actual</u>	<u>YTD Actual</u>	<u>Budget</u>	<u>Variance</u>	<u>Pcnt</u>
<u>Revenue</u>					
Use Of Money & Property	.00	.00	665,720.00	665,720.00	.0
Use Of Money & Property	.00	.00	2.00	2.00	.0
	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Total Fund Revenue	.00	.00	665,722.00	665,722.00	.0
	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>Expenditures</u>					
Expenditures	.00	.00	665,722.00	665,722.00	.0
	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Total Fund Expenditures	.00	.00	665,722.00	665,722.00	.0
	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Net Revenue Over Expenditures	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>

City of Coos Bay
Fund Summary
For the 11 Months Ending May 31, 2012

Empire Bond Reserve Fund

	Period Actual	YTD Actual	Budget	Variance	Pcnt
<u>Revenue</u>					
Use Of Money & Property	.00	.00	239,711.00	239,711.00	.0
Use Of Money & Property	.00	.00	3.00	3.00	.0
Total Fund Revenue	.00	.00	239,714.00	239,714.00	.0
<u>Expenditures</u>					
Expenditures	.00	.00	239,714.00	239,714.00	.0
Total Fund Expenditures	.00	.00	239,714.00	239,714.00	.0
Net Revenue Over Expenditures	.00	.00	.00	.00	.0

City of Coos Bay
Balance Sheet
May 31, 2012

Downtown Special Revenue Fund

ASSETS

51-000-100-1001	Cash - Combined Fund	289,317.09	
51-000-100-1204	Taxes Receivable	107,070.00	
	Total Assets		396,387.09

LIABILITIES AND EQUITY

LIABILITIES

51-000-200-2040	Deferred Revenue	107,070.00	
	Total Liabilities		107,070.00

FUND EQUITY

	Unappropriated Fund Balance:		
51-000-200-2500	Fund Balance	903,221.85	
	Revenue over Expenditures - YTD	(613,904.76)	
	Balance - Current Date	289,317.09	
	Total Fund Equity		289,317.09
	Total Liabilities and Equity		396,387.09

City of Coos Bay
Balance Sheet
May 31, 2012

Empire Special Revenue Fund

ASSETS

52-000-100-1001	Cash - Combined Fund	30,895.87	
52-000-100-1204	Taxes Receivable	60,282.00	
	Total Assets		91,177.87

LIABILITIES AND EQUITY

LIABILITIES

52-000-200-2040	Deferred Revenue	60,281.00	
	Total Liabilities		60,281.00

FUND EQUITY

	Unappropriated Fund Balance:		
52-000-200-2500	Fund Balance	441,103.58	
	Revenue over Expenditures - YTD	(410,206.71)	
	Balance - Current Date	30,896.87	
	Total Fund Equity		30,896.87
	Total Liabilities and Equity		91,177.87

City of Coos Bay
Balance Sheet
May 31, 2012

Empire Program Fund

ASSETS

53-000-100-1001	Cash - Combined Fund	432,119.56	
	Total Assets		432,119.56

LIABILITIES AND EQUITY

FUND EQUITY

	Unappropriated Fund Balance:		
53-000-200-2500	Fund Balance	429,550.35	
	Revenue over Expenditures - YTD	2,569.21	
	Balance - Current Date	432,119.56	
	Total Fund Equity		432,119.56
	Total Liabilities and Equity		432,119.56

City of Coos Bay
Balance Sheet
May 31, 2012

Downtown Bond Fund

ASSETS

54-000-100-1001	Cash - Combined Fund	1,033.66	
54-000-100-1490	Future Bond Requirements	2,926,837.46	
54-000-100-1494	Future Require - URA Bond 2009	1,173,000.00	
	Total Assets		4,100,871.12

LIABILITIES AND EQUITY

FUND EQUITY

54-000-200-2406	Reserve For Future Debt	2,926,837.46	
54-000-200-2410	Reserve Future Debt-URA Bond	1,173,000.00	
	Unappropriated Fund Balance:		
54-000-200-2500	Fund Balance	1,033.66	
	Balance - Current Date	1,033.66	
	Total Fund Equity		4,100,871.12
	Total Liabilities and Equity		4,100,871.12

City of Coos Bay
Balance Sheet
May 31, 2012

Empire Bond Fund

ASSETS

55-000-100-1001	Cash - Combined Fund	.15	
55-000-100-1490	Future Bond Requirements	1,335,048.67	
		<hr/>	
	Total Assets		1,335,048.82
			<hr/>

LIABILITIES AND EQUITY

FUND EQUITY

55-000-200-2406	Reserve For Future Debt	1,335,048.67	
	Unappropriated Fund Balance:		
55-000-200-2500	Fund Balance	.15	
		<hr/>	
	Balance - Current Date	.15	
		<hr/>	
	Total Fund Equity		1,335,048.82
			<hr/>
	Total Liabilities and Equity		1,335,048.82
			<hr/>

City of Coos Bay
Balance Sheet
May 31, 2012

Downtown Program Fund

ASSETS

56-000-100-1001	Cash - Combined Fund	23,202.08	
	Total Assets		23,202.08

LIABILITIES AND EQUITY

FUND EQUITY

	Unappropriated Fund Balance:		
56-000-200-2500	Fund Balance	23,064.12	
	Revenue over Expenditures - YTD	137.96	
	Balance - Current Date	23,202.08	
	Total Fund Equity		23,202.08
	Total Liabilities and Equity		23,202.08

City of Coos Bay
Balance Sheet
May 31, 2012

Downtown Capital Projects Fund

ASSETS

57-000-100-1001	Cash - Combined Fund	2,513,050.13	
	Total Assets		2,513,050.13

LIABILITIES AND EQUITY

FUND EQUITY

	Unappropriated Fund Balance:		
57-000-200-2500	Fund Balance	2,055,395.65	
	Revenue over Expenditures - YTD	457,654.48	
	Balance - Current Date	2,513,050.13	
	Total Fund Equity		2,513,050.13
	Total Liabilities and Equity		2,513,050.13

City of Coos Bay
Balance Sheet
May 31, 2012

Empire Capital Projects Fund

ASSETS

58-000-100-1001	Cash - Combined Fund	1,185,335.38	
	Total Assets		1,185,335.38

LIABILITIES AND EQUITY

FUND EQUITY

58-000-200-2500	Unappropriated Fund Balance:		
	Fund Balance	735,690.92	
	Revenue over Expenditures - YTD	449,644.46	
	Balance - Current Date	1,185,335.38	
	Total Fund Equity		1,185,335.38
	Total Liabilities and Equity		1,185,335.38

City of Coos Bay
Balance Sheet
May 31, 2012

Downtown Bond Reserve Fund

ASSETS

60-000-100-1001	Cash - Combined Fund	665,719.94	
	Total Assets		665,719.94

LIABILITIES AND EQUITY

FUND EQUITY

60-000-200-2500	Unappropriated Fund Balance:		
	Fund Balance	665,719.94	
	Balance - Current Date	665,719.94	
	Total Fund Equity		665,719.94
	Total Liabilities and Equity		665,719.94

City of Coos Bay
Balance Sheet
May 31, 2012

Empire Bond Reserve Fund

ASSETS

61-000-100-1001	Cash - Combined Fund	239,710.86	
	Total Assets		239,710.86

LIABILITIES AND EQUITY

FUND EQUITY

61-000-200-2500	Unappropriated Fund Balance:		
	Fund Balance	239,710.86	
	Balance - Current Date	239,710.86	
	Total Fund Equity		239,710.86
	Total Liabilities and Equity		239,710.86

Combined Cash Accounts

Agenda Item #2b

CITY OF COOS BAY URBAN RENEWAL AGENCY
Agenda Staff Report

MEETING DATE	AGENDA ITEM NUMBER
July 3, 2012	

TO: Chair Gene Melton and Board Members

FROM: Joyce Jansen, Economic Development Administrator 

Through: Rodger Craddock, City Manager 

ISSUE **Approval of a Management Agreement with the Coos Bay Downtown Association Main Street Program**

BACKGROUND

The Main Street approach is a proven comprehensive approach to historic commercial district revitalization. The program works together with the State Historic Preservation Office (SHPO), Business Oregon, and the Historic Preservation League of Oregon (HPLO) to assist cities in revitalizing their downtown areas by supporting existing businesses and development of new businesses. Services offered include technical assistance, funding opportunities, and training. Main Street is successful because it is a community-based program involving business and property owners.

The Coos Bay Downtown Association applied for the Transforming Downtown level of the Oregon Main Street Program and was accepted in January 2012. An important component of the application process included meeting with the city council and local property and business owners and obtaining their support for the program. The Urban Renewal Agency received a report from Brian Bowers, President of the Downtown Association, in March 2012 requesting a commitment for short-term financial support for the Main Street Program. The Agency committed \$24,000 annually for three years and funding was approved for fiscal year 2012/2013. The Downtown Association has also been accepted in the Resource Assistance for Rural Environments (RARE) program. Funding commitments from the Urban Renewal Agency and the Downtown Association, and the association's acceptance into the RARE program, will fund a position, an office in the downtown area, and operational expenses for the Main Street office. It is the goal of the association to seek sustainable funding for future support of the program. The Agency's funding commitment, along with Downtown Association funds, will be used to set up an office and implement the Main Street Program.

ADVANTAGES

The Main Street Approach has been successful in many communities in Oregon and across the country. The Downtown Association believes the program will prove successful in our city. Downtown business and property owners have joined with the association in a commitment to implement the Main Street Approach in Coos Bay.

DISADVANTAGES

None identified.

BUDGET IMPLICATIONS

The Urban Renewal Agency included funding \$24,000 for the Downtown Association Main Street program in fiscal year 2012/2013 adopted budget.

ACTION REQUESTED

If it pleases the Urban Renewal Agency authorize the city manager to execute a management agreement with the Coos Bay Downtown Association funding the Main Street Program at \$24,000 annually not to exceed a three-year period.



Management Agreement

Between City of Coos Bay Urban Renewal Agency (“Agency”)
 500 Central Avenue
 Coos Bay OR 97420

And Coos Bay Downtown Association (“Association”)
 P O Box 428
 Coos Bay OR 97420

Recitals

1. The City of Coos Bay Urban Renewal Agency (hereinafter “Agency”) and the Coos Bay Downtown Association (hereinafter “Association”) desire to maintain and enhance a healthy, vibrant downtown commercial district that functions as the economic, social and cultural center of the community; and
2. The Agency and Association are committed to implementing the Main Street Approach by working cooperatively on efforts to improve and revitalize downtown Coos Bay in accordance with the principles and accords set forth by Oregon Main Street and the National Trust for Historic Preservation programs; and
3. The Association has assumed the role and responsibilities of the Main Street Program, has committed funds for supporting the hiring of a Main Street Manager, established a Main Street office, and is seeking funding to sustain the program; and
4. The City of Coos Bay has included support and assistance of the Main Street Program in their adopted 2012 Goals.

NOW, THEREFORE, the parties agree as follows:

- Section 1. Term. The term of this agreement shall be for three years, commencing on July 5, 2012 and ending June 30, 2015.
- Section 2. Consideration; Funding Assistance for the Coos Bay Downtown Association Main Street Program
- 2.1 The Association, in consideration for the funding provided for herein, shall implement the Main Street Approach in downtown Coos Bay and become financially self-sufficient by July 1, 2015.
 - 2.2 The Agency shall pay to the Association for the latter’s use in providing the services of the Main Street Program, an annual payment of \$24,000 for a period not to exceed three years.

- 2.3 The Association shall present a semi-annual report to the Agency on the progress and status of the Main Street Program.
- 2.4 The Association shall follow Financial Best Practices as outlined in Exhibit A of this agreement.
- 2.5 The Agency's obligation to make such payments is subject to the Agency's yearly appropriation during the budget process. Should this agreement terminate prior to the end of any given year, the funding provided pursuant to this section shall be apportioned on a pro rata basis and any unexpended portion shall be returned to the Agency.
- 2.6 The Agency reasonably believes at the time of entering into this agreement that sufficient funds will be available and authorized for expenditure to finance the costs of the agreement.
- 2.7 No Partnership; Independent Contractor Status. The Agency is not by virtue of this agreement a partner or joint venture with the Association in connection with the activities carried on under this agreement and shall have no obligation with respect to any of the Association's debts or liabilities. In providing services pursuant to this agreement the Association is acting as an independent contractor. The Association represents and warrants that it is not an officer, employee, or agent of the Agency and meets the specific independent contractor standards set forth under ORS 670.600.

Section 3. Insurance

- 3.1 Liability Insurance. Association shall, at Association's expense and at all times during the term of the agreement, maintain in force a comprehensive general liability insurance policy. Minimum liability coverage shall be \$1,000,000 per occurrence and \$2,000,000 per general aggregate. As the limits of liability for tort claims against public bodies under the laws of the state of Oregon are increased during the term of this agreement, Association shall increase its liability limits on such coverage in an amount proportional to such increases. Agency shall be added as an additional insured to the policy and documentation evidencing such shall be provided to the Agency.
- 3.2 Personal Property Insurance. Association, at its option, may insure Association's personal property against loss or damage from fire or other casualty. Whether or not Association insures its personal property, Association shall bear the risk of loss of its personal property on the property, and waives any claim against the City/Agency for damages to such personal property which would be covered by fire insurance with extended coverage endorsement.
- 3.3 Workers Compensation Insurance. The Association shall obtain and maintain worker's compensation insurance to cover all subject workers, if and as provided by Oregon law.

- 3.4 General Requirements for Insurance. All insurance policies that Association is required to obtain and maintain under this agreement shall provide that the insurer waives the right of subrogation against the City/Agency, its officers, employees, and agents, and than any loss shall be payable, notwithstanding any negligence of City/Agency, its officers, employees, or agents; and be issued by a responsible insurance company which is licensed to do business in the state of Oregon. Association shall provide to Agency a current certificate for each insurance policy. Each certificate shall provide that coverage under the policy cannot be canceled and restrictive modifications cannot be made until at least 30 days prior written notice has been given to City/Agency.

Section 4. Indemnification. Association shall indemnify, defend and hold harmless City/Agency, its officers, agents, and employees from any and all claims, actions, costs, damages, judgments, and other expenses resulting from any and all injuries to any person or damage to any property caused by the negligence or other tortuous acts of the Association or the Association's officers, agents, or employees. Association shall not be responsible for claims, actions, costs, damages, judgments, and other expenses resulting from injury to persons or property that is directly, solely and proximately caused by the negligence or other tortuous acts of the City/Agency, or the City/Agency officers, agents, or employees.

Section 5. Default. The failure of the Association to comply with any term or condition of this Agreement within 20 days after written notice is received from the City specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 20-day period, this provision shall be complied with if Association begins correction of the default within the 20-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

Section 6. Remedies on Default

6.1 Termination. In the event of a default, the agreement may be terminated at the option of Agency by providing written notice to Association.

6.2 Agency's Right to Cure Defaults. If Association fails to perform any obligation under this agreement, the Agency shall have the right, but not the obligation, to perform that obligation after 30 days' written notice to Association. Any expenditure of Agency to cure any such default on the part of the Association shall be reimbursed by Association on demand with interest at the rate of 7 percent per annum from the date of expenditure by Agency. Such action by Agency shall not waive any other remedies available to Agency because of the default.

6.3 Remedies Cumulative. The foregoing remedies shall be in addition to and shall not exclude any other remedy available to City/Agency under applicable law.

Section 7. Termination. Mutual Options to Terminate and Requirement of Notice of Termination. This agreement may be terminated by either party on giving written notice of the intent to terminate to the other party not less than three months prior to the date of the intended termination, by sending the required notice to the other party. The giving of notice shall not release either Agency or Association from full and faithful performance of all terms and conditions of this agreement after the notice of termination but before the Association actually halts operations at the premises.

Section 8. Miscellaneous

8.1 Nonwaiver. Waiver by either party of strict performance of any provision of this agreement shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

8.2 Attorney Fees. If suit or action is instituted in connection with any controversy arising out of this agreement, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees at trial, on petition for review, and on appeal.

8.4 Notices. Any notice required or permitted under this agreement shall be given when actually delivered or 48 hours after deposited in United States mail as certified mail addressed to the address first given in this agreement or to such other address as may be specified from time to time by either of the parties in writing.

8.5 Succession. Subject to the above-stated limitations on transfer of Association's interest, this agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

8.7 Severability. If any provision of this agreement is held to be invalid by a court, such holding shall not affect any other provision of this agreement.

8.8 Entire Agreement. This agreement constitutes the final and complete agreement between the parties concerning the operation and management of the premises and supersedes all prior and existing written or oral understandings.

8.9 Amendments. This agreement may only be changed or modified by mutual agreement of the parties, in writing, and signed by both parties. Any attempted oral modification shall be invalid.

City of Coos Bay Urban Renewal Agency

Rodger Craddock, City Manager

Date

Coos Bay Downtown Association

Brian Bowers, President

Date

Exhibit A

Financial Best Practices


- All financial accounts shall be balanced and subsequently reviewed by the Board on a monthly basis.
- A credit card in lieu of cash should be used for purchases. All receipts for purchases by credit cards should be turned in and balanced against the credit card statement.
- When events are held, at least two people should work together on the cash handling, so they can monitor and vouch for each other. Have the people handling cash, count the cash they took in at the end of the event and turn it into the bookkeeper, along with any paper documentation of number of items sold and at how much.
- Do not sign blank checks.
- Require two signatures on a check. Every check written should require two signatures. Both signatures should come from board members who have been given signing authority. When not possible, then one of the signatures can be the Executive Director, but not if the check is issued to the Executive Director.
- The Board should review reconciliation of disbursements to invoices and bank statements.
- Do not allow any cash withdrawals in any form from the bank. No organization should have a debit card for their bank account.
- Divide responsibilities of handling incoming funds and expenses for proper segregation of duties. For example, separate individuals should be responsible for opening mailed donations, making bookkeeping entries, and depositing the checks, respectively. This is similarly applicable to expenses in which the person who authorizes a purchase should be different from the person who writes the check.
- System controls such as using receipts with preprinted tracking numbers for outgoing money and confirming incoming invoices against the goods or services billed for ensures the individual transactions that make up the organization's cash flow have all been accounted for.
- Request a review of controls by a CPA firm to ensure that financial controls are sound and to identify areas where further structure is needed. An annual review or audit provides integrity to the financial system.
- Background checks and calling references and previous employers are essential for new employees or volunteers.

CITY OF COOS BAY URBAN RENEWAL AGENCY
Agenda Staff Report

MEETING DATE	AGENDA ITEM NUMBER
July 3, 2012	

TO: Chair Gene Melton and Board Members

FROM: Jim Hossley, Public Works and Development Director

Through: Rodger Craddock, City Manager 

ISSUE: Consideration of Approval to Award the Request for Qualification (RFQ) to KPFF Consulting Engineers for the Egyptian Theatre Restoration Project

BACKGROUND

The City of Coos Bay Urban Renewal Agency (URA) owns the Egyptian Theatre which is listed on the National Register of Historic Places. The theatre opened for motion picture use in 1925 and remains one of the best examples of its type in the western United States. In December 2010, ZCS Engineers performed an evaluation, with the goal of the evaluation to restore the theatre. ZCS presented the findings of the evaluation in the report titled, *Facilities Improvement Evaluation Report*, dated December 2010. The evaluation effort identified significant structural problems. Upon review of the report by the City, the Building Official placed a Dangerous Building designation on the theatre. This resulted in the closure of the theatre since March 2011. The closure shall remain in effect until upgrades are performed and the designation is removed. To date, the City has continued to maintain the building (heat and electricity) and regularly inspects it for damage.

In order to correct the structural deficiencies, bring the building up to current structural standards, and repair other issues (electrical, plumbing, etc.) identified in the ZCS report it is estimated that the renovation will cost approximately \$3.7 million. City Staff is working with the theatre's Historic Preservation consultant, George Kramer to determine the appropriate approach for the restoration of the theatre. Through this coordination with Mr. Kramer, it was discovered that since the project is not proposing to change the use or occupancy of the theatre the project does not have to conform to a mandatory seismic upgrade. Based on that information Staff determined that there are two potential avenues that the URA can pursue to upgrade the building and remove the Dangerous Building designation. Option 1 includes moving forward with a full seismic upgrade as detailed in the December 2010 ZCS report. The seismic upgrade would be designed to resist significant structural damage during a design seismic event and protect the occupants inside the building. The upgrades have been estimated at \$3.7 million. Option 2 includes creating a plan to upgrade the building to prevent collapse during a design seismic event. While this upgrade would protect the occupants within the building, it is very likely that the building will sustain significant structural damage. With this option, voluntary seismic upgrades that were evaluated in the ZCS report will be recommended where economically feasible. It is anticipated that Option 2 will be a more cost effective approach to the restoration of the Egyptian Theatre.

Staff prepared a Request for Qualification (RFQ) that included reviewing the ZCS report, designing an ADA accessible restroom, assessing the building and providing recommendations for upgrades that will remove the dangerous building designation. This

work will only encompass the Phase 1 restoration work, with the goal of allowing the theatre to open the doors to patrons and start generating revenue. While not included in the RFQ scope of work, Phase 2 will focus upon additional restoration and improvements to existing systems and features and Phase 3, the final phase, will provide for expanded operation and use. In total, the City received eight responses to the RFQ.

ADVANTAGES

This analysis will evaluate the ZCS report and provide options to the URA for the restoration of the Egyptian Theatre that will encompass a Collapse Prevention approach and voluntary seismic upgrades where economically feasible. It is anticipated that this option will be more cost effective than a full seismic upgrade.

DISADVANTAGES

While this option may be more economically feasible, it will not entail a full seismic upgrade. This approach will focus on Collapse Prevention and voluntary seismic upgrades where economically feasible. This means that if a design seismic event occurs, the building will not collapse thus protecting its occupants, however it may sustain significant structural damage.

BUDGET

The budget for the Phase 1 consulting portion of work has been broken into two parts; Part 1 – Assessment and Part 2 – Construction Documents/Construction Administration. Upon completion of Part 1 and prior to commencement of Part 2, the URA must determine the approach for the restoration. In all likelihood Part 2 will be redefined once Part 1 is completed and the decision has been made to either perform a full seismic upgrade that will withstand a design seismic event or perform an upgrade that will prevent collapse and protect the occupants but most likely will withstand major structural damage. Total cost for Part 1 of Phase 1 is \$7,500. Funds for this will come from the Downtown Capitol Projects Fund (57-940-530-3133) and includes \$6,500 for Part 1 and \$1,000 for travel and reimbursable expenses. This scope will be billed at "Time and Materials Not to Exceed".

RECOMMENDATION

If it pleases the URA, approve the award of the RFQ to KPFF Consulting Engineers for the Egyptian Theatre Restoration Project for the cost of \$7,500. Part 2 will be presented to the URA upon the completion of Part 1 at a later date.

ATTACHMENTS

June 21, 2012 KPFF Letter Regarding Egyptian Theatre Restoration -Phase 1



June 21, 2012

Ms. Jennifer Wirsing
Engineering Services Coordinator
City of Coos Bay
500 Central Avenue
Coos Bay, OR 97420

RE: Egyptian Theatre Restoration - Phase 1

Dear Jennifer,

We are pleased to submit the following proposal for the Phase 1 restoration of the Egyptian Theatre in Coos Bay, Oregon. The Egyptian Theatre is a historic structure that was designated as a dangerous building and closed in March of 2011, following a structural evaluation effort by ZCS Engineering Inc. in 2010. We have reviewed the evaluation report prepared by ZCS and understand that the majority of structural distress is due to settling and/or failure of the foundations. The ZCS report also identified deficiencies with the roof framing, floor framing, and lateral system.

We understand the primary focus of Phase 1 will be structural repairs necessary to regain occupancy. In addition to these upgrades, Phase 1 will include the addition of an ADA compliant restroom and a seismic strengthening scheme. We have reviewed the requirements of the International Existing Building Code and the Oregon Structural Specialty Code, and confirmed that the proposed improvements and repairs will not trigger a code mandatory seismic upgrade. The seismic upgrade will be performed on a voluntary basis using the American Society of Civil Engineers standard 41-06 "Seismic Rehabilitation of Existing Buildings". We recommend our efforts for Phase 1 be separated into two parts, with scope for each as follows:

Part 1 – Assessment

Prior to generation of construction documents, an assessment will be performed to verify previously identified deficiencies, identify scope of structural repairs, and develop a voluntary seismic strengthening strategy. Our findings from this effort will be presented in a comprehensive report. We have assumed (1) site visit will be required to complete the assessment.

Part 2 - Construction Documents/Construction Administration

Once scope of repairs and strengthening has been identified, we will develop documents necessary for bidding and issuance of the building permit. We will also assist with the bidding and construction administration of the Phase 1 work. Our scope of work would be as follows:

- Consult with you, the general contractor, and all sub-consultants regarding structural related items.

- Conduct design phase meetings with you and all sub-consultants. We have assumed the majority of meeting will be attended via teleconference, and that (3) meetings on site will be required during the design phase.
- Coordinate the work of sub-consultants, and incorporate non-structural drawings and specifications into the bidding and permit documents.
- Review various alternative structural systems and assist in selecting the systems to be used.
- Prepare the drawings and calculations necessary for issuance of the building permit and construction of the structure and its foundation.
- Consult with you to incorporate general conditions into the project specifications.
- Develop a cost estimate during the design phase to confirm budget requirements.
- Assist with the bidding phase and contractor selection.
- Review all structural shop drawings and any bidder designed structural items to verify these have been coordinated into the structural frame.
- Consult with you and administer changes to the construction contract if required.
- Review applications for payment from the general contractor.
- Attend weekly construction meetings as required. We have assumed construction meetings will be attended via teleconference.
- Visit the job site at intervals appropriate to the various stages of construction and answer questions during construction. This proposal is based on a maximum of (3) site visits.
- If requested, prepare a letter of conformance based on our site visits and on inspection reports by the testing laboratory and special inspectors.

Architectural and MEP scope of work for the addition of the ADA restroom will be completed by sub-consultants to KPFF. Please refer to the attached proposal from Crow/Clay Associated, Inc., for the scope of work and limitations.

Our fee for this work would be **\$54,000**, which includes travel time for site visits but does not include air fare and other travel expenses, which would be approximately **\$400 to \$500 per trip**. Our efforts for Part 1 and Part 2 are broken down as follows:

Part 1 – Assessment	\$6,500
Part 2 – Construction Documents/Construction Administration	
Foundation and Gravity Framing Repairs	\$20,000
Voluntary Seismic Strengthening	\$15,000
Cost Estimating	\$4,000
Architectural/MEP Sub-Consultant (ADA Restroom)	\$8,500
Total	\$54,000

Terms and conditions will be as provided in our prime agreement. We will bill for our services monthly, based on the percentage of our effort completed.

Additional or extra services will be billed at the following hourly rates:

Principal	\$180	BIM Modeler	\$95
Project Manager/Associate	\$130	Drafter/CADD Operator	\$65 - \$95
Design Engineer	\$80 - \$115	Clerical	\$60

Reimbursable expenses will be billed at our direct cost. We estimate that these will not exceed **\$3,000** on this project.

Services relating to special inspections are specifically omitted from this agreement. We recommend providing a budget allowance of \$5,000 for special inspection services. We can offer these services, if required, and can amend our contract accordingly.

If you have any questions or need further information, please call.

Sincerely,



Rob Van Dyke, P.E.



Josh Richards, P.E., S.E.

RVD:kw

212024/Egyptian Theatre Proposal.docx

Crow/Clay Scope and Fee Proposal

Egyptian Theater ADA Bathroom

Meetings 3 each at 1 ½ hours at \$100	\$450
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Field Investigation (2 people) 4 hours at \$160	\$640
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Preliminary Design

Plan 2 hours at \$100	\$200
4 hours at \$60	\$240

Section (2) each	
(2) (2 hour) \$60	\$240
(2) (1 hour) \$100	\$200

Design Development

Interior elevation 4 each	
(4) 1 hour at \$60	\$240
(4) ½ hour at \$100	\$200

Reflected ceiling	
1 hour at \$60	\$60
½ hour at \$100	\$50

Plumbing includes fixture selection	\$550
Electrical design	\$350
Mechanical exhaust fan only	\$400

Outline specification	
2 hours at \$100	\$200
2 hours at \$45	\$90

Construction Documents

Plan	
½ hour at \$100	\$50
1 hour at \$60	\$60

Sections	
(2) ½ hour at \$100	\$100
(2) 1 hour at \$60	\$120

Interior Elevation (4)	
1 hour at \$100	\$100
2 hours at \$60	\$120
Ceiling	
½ hour at \$100	\$50
½ hour at \$60	\$30
Door Details (3)	
1 hour at \$100	\$100
1 ½ hour at 60	\$90
Specifications	
4 hours at \$100	\$400
2 hours at \$45	\$90
Mechanical	\$400
Plumbing	\$610
Electrical	\$500
Bidding/Substitution Requests	
4 hours at \$100	\$400
2 hours at \$45	\$90
Construction Observation	
2 trips during construction \$240 each	\$480
2 close out trips at \$240 each	\$480
Review as-built drawings	
1 hour at \$60	\$60
Close out document review	
1 hour at \$60	<u>\$60</u>
Total	\$8,500.00

NOTES:

- Crow/Clay E & O Insurance: \$1,000,000
- No Builders Risk Insurance provided.
- Structural as needed by KPFF.
- Historical finishes: Specifications, patching, and finishing by others.
- Fee assumes location of concealed sanitary sewer and water supply lines by others.
- Assumes exhaust fan outlet for mechanical and vent piping for plumbing do not require extraordinary measures to accomplish.
- Electrical heater for restroom unless existing heat duct readily accessible.
- Assumes adequate electrical service readily available.

CITY OF COOS BAY URBAN RENEWAL AGENCY
Agenda Staff Report

MEETING DATE	AGENDA ITEM NUMBER
July 3, 2012	

TO: Chair Gene Milton and Board Members

FROM: Jim Hossley, Public Works and Development Director

Through: Rodger Craddock, City Manager

ISSUE: Consideration of Downtown Trash Enclosures

BACKGROUND:

Trash container storage and pick-up placement can be a challenge in downtown due to "0" lot line setbacks for buildings. Many tenants/building owners believe they have no choice but to place their trash containers in the city right-of-way or city owned parking lots. This issue is more challenging for food service establishments than it is for retail and professional service businesses that place their 35 gallon trash containers on the public sidewalk to be picked up on a weekly basis. Many food service and other businesses, place dumpsters in City right-of-way or in City parking lots. In some locations, these dumpsters have created unappealing visual impact. In some cases refuse accumulates outside the containers. This is not only unsightly but, leads to odor problems and contributes pollution to the Bay. Additionally, the clean-up requires lots of staff time to get the business that rents the dumpster to take care of the problem. One such location is where a group of downtown food service operators have a trash enclosure in the City parking lot on the south side of Anderson between Bayshore and Broadway.

Some options to consider: 1) Prohibit placement of dumpsters in the City right-of-way and parking lots. Leave it to tenants/building owners to come up with other solutions e.g. rent space in private lots or use +/-35 gallon trash containers that are allowed on the sidewalk for limited hours (evening through early morning). However this could potentially result in a 'forest' of containers along sidewalks during evening hours. High winds or vandals may knock over the containers. 2) If placement in the City right-of-way and/or parking lots is to be permitted, require tenants/business owners to shield trash containers from view with enclosures. Enclosure location might be limited to only specific areas or perhaps locations having particular attributes. Enclosures are to be built per standards established by the URA/City to maximize visual appeal and minimize illicit dumping, pollution and accumulation of refuse outside the containers. A permit would be required. Should permittee fail to maintain the enclosure in accordance with safety, sanitary and/or visual standards, the permit could be revoked. The Agency may want to consider having the permittee post a cash bond to cover the city's cost to clean-up poorly maintained enclosures and/or remove them. 3) The URA may want to consider fully or partially funding the construction of dumpster enclosures at one or more locations in the downtown. The most likely locations would be in parking lots. Staff has had discussion with the businesses using the existing enclosure on the south side of Anderson between Bayshore and Broadway. These owners are in favor of an improved enclosure at this location. They understand the need to limit access to the enclosure and keep it maintained. The replacement enclosure would likely result in the loss of an additional parking space or two. Also it is possible that at least one tree in the lot would have to be removed. There was no discussion of cost sharing with the business owners.

Staff has come up with a concept for a trash enclosure. The concept includes a cover and locking gate to minimize the opportunity of illicit dumping and keep birds from spreading the trash. The containers would rest on a sloped pad to route drainage into catch basin with grease & trash separator. The enclosure could be constructed of concrete masonry walls. The walls could be colored and/or screened with vegetation.

ADVANTAGES:

Coming up with direction URA board with potential solution(s) for garbage dumpsters in the downtown will improve visual appeal.

DISADVANTAGES:

Potential solutions may pose an inconvenience to some business owners. Cost to the URA and businesses could be in excess of \$28,000

BUDGET IMPLICATIONS:

Cost will depend upon the action taken. The estimated cost for the garbage enclosure concept created by staff is \$28,840

ACTION REQUESTED:

If it pleases the Agency, direct staff how you would like to proceed.

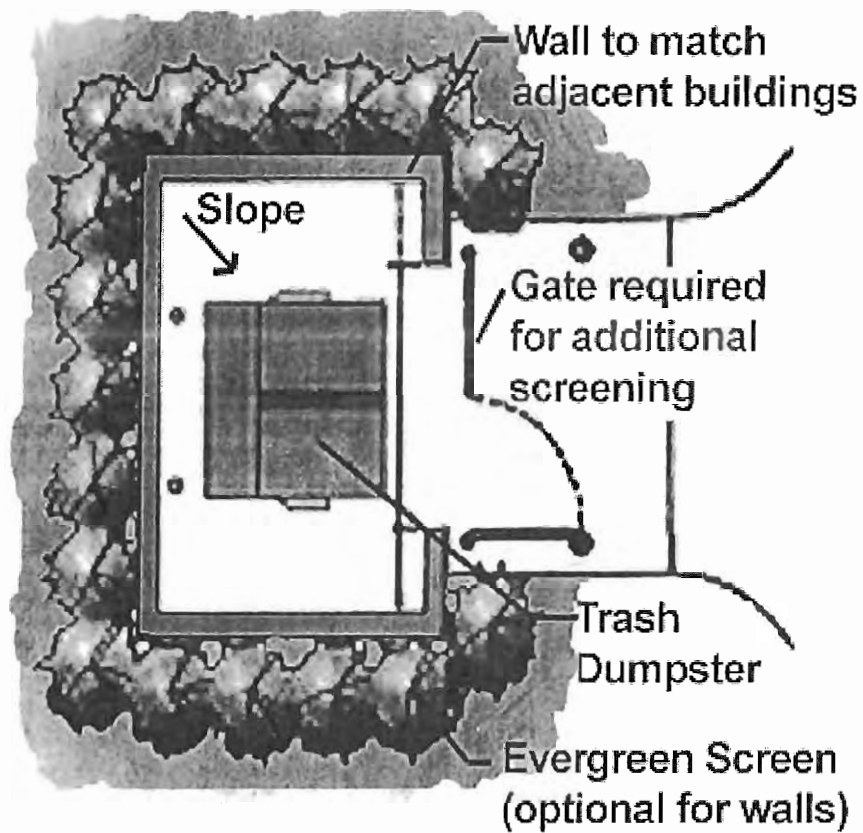
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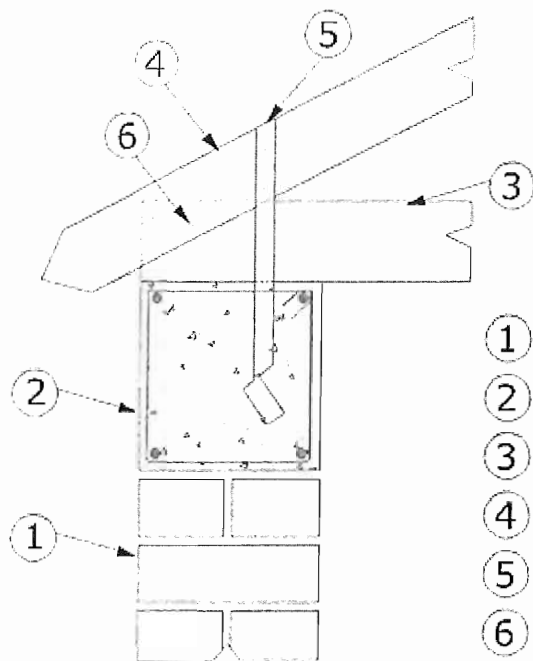
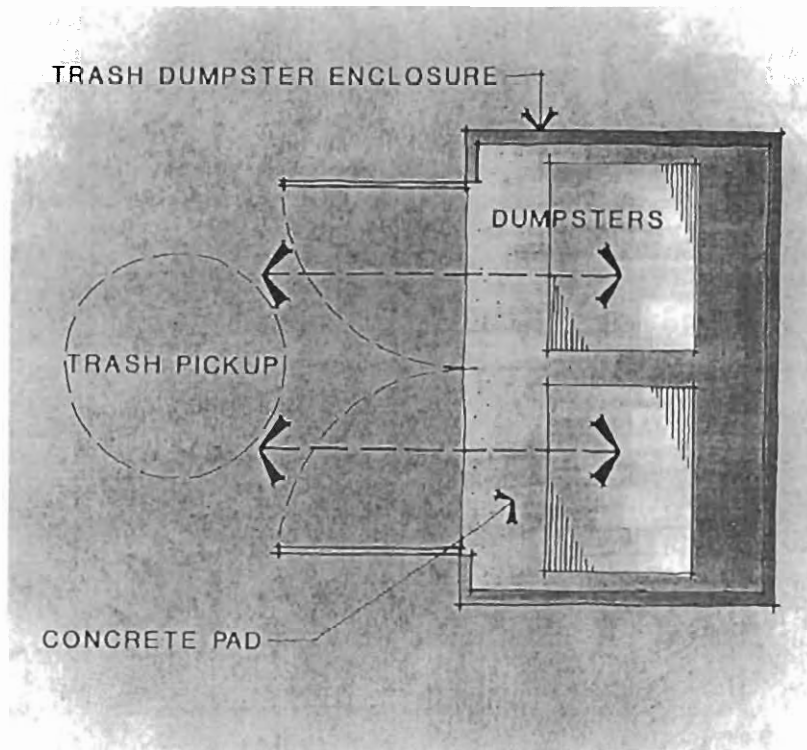
Garbage Enclosure concept drawing

Garbage Enclosure cost estimate

CITY OF COOS BAY
PUBLIC WORKS AND DEVELOPMENT DEPARTMENT
GARBAGE ENCLOSURE
March 30, 2012

Summary: Typical CMU / Masonry garbage enclosure w/grease trap filter connected to storm drain.





- ① Masonry wall
- ② Bond beam at roof level
- ③ Ceiling joists nailed to rafters as ties
- ④ Roof rafters
- ⑤ Steel anchor strap nailed to rafter
- ⑥ Nails to connect joists with roof rafters

COST ESTIMATE: 12 ft. X 20 ft. CMU Block structure w/gable pitched roof, storm water filter vault.

Task Description		Quaintly	Sq. Ft.	L/F	Cost	Remarks
Excavation		30 yards	\$85.00		\$ 2,550.00	
New Asphalt		200	\$4.25		\$ 850.00	
Split Face Decorative CMU Block		360	\$5.50		\$ 1,980.00	
Concrete Footing		960	\$6.50		\$ 6,240.00	
Concrete Slab		200	\$4.75		\$ 950.00	
Sub-base		5 yards	\$75.00		\$ 375.00	
Grading		10 yards	\$55.00		\$ 550.00	
Storm water filter catch basin		1	\$175.00		\$ 175.00	
Block Sealer		280	\$9.00		\$ 2,520.00	
Fill Material		30	\$65.00		\$ 1,950.00	
Metal Roof		264	\$22.00		\$ 5,800.00	
Steel Anchor Plates		4	\$125.00		\$ 500.00	
Roof Trusses		12	\$325.00		\$ 3,900.00	
Gate		2	\$250.00		\$ 500.00	
Total Cost Estimate					\$ 28,840.00	

CITY OF COOS BAY URBAN RENEWAL AGENCY
Agenda Staff Report

MEETING DATE July 3, 2012	AGENDA ITEM NUMBER
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TO: Chair Melton and Board Members

FROM: Rodger Craddock, City Manager *RC*

ISSUE: Proposed Egyptian Theatre Preservation Obeusk Fundraising Structure in the Pedway

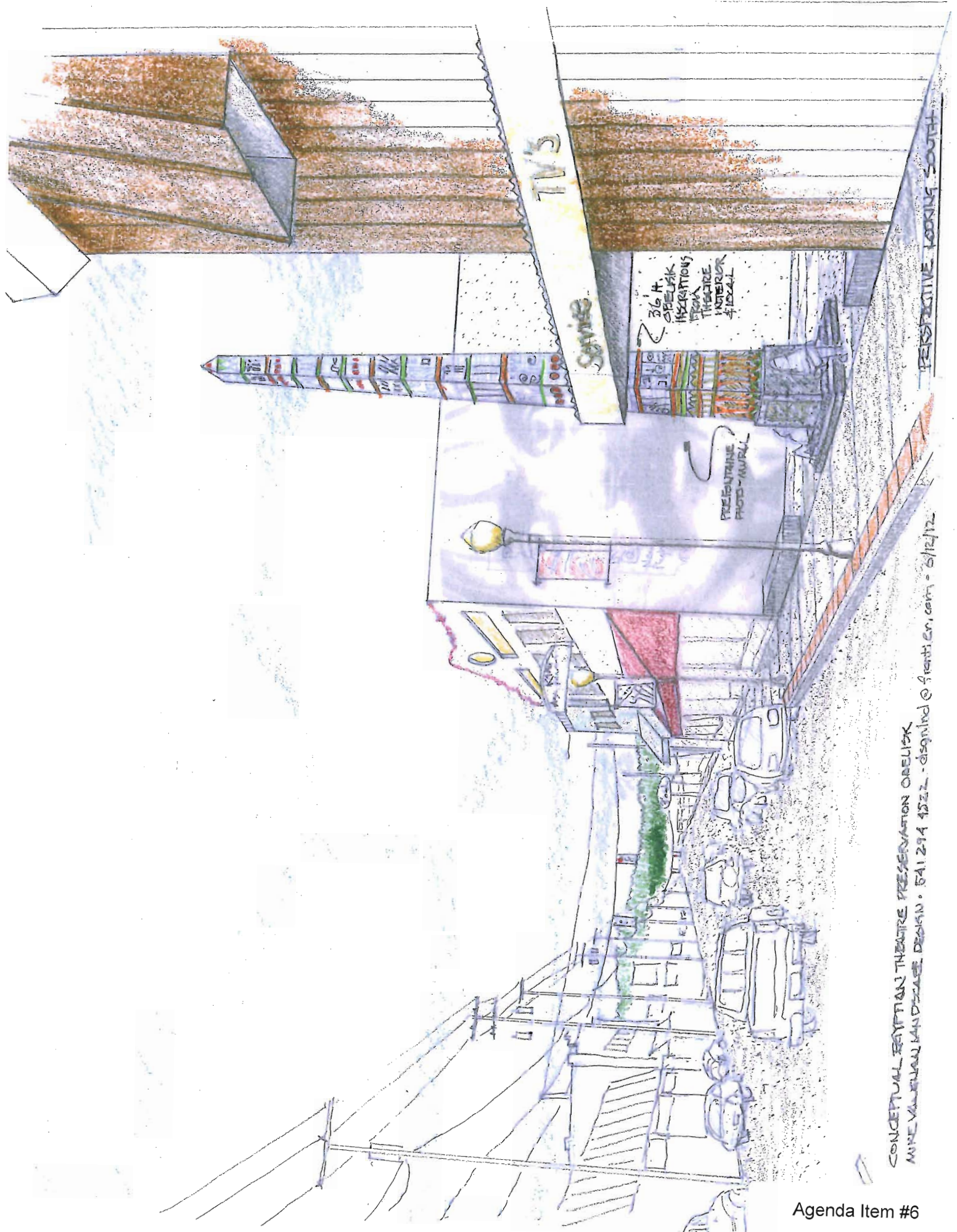
BACKGROUND

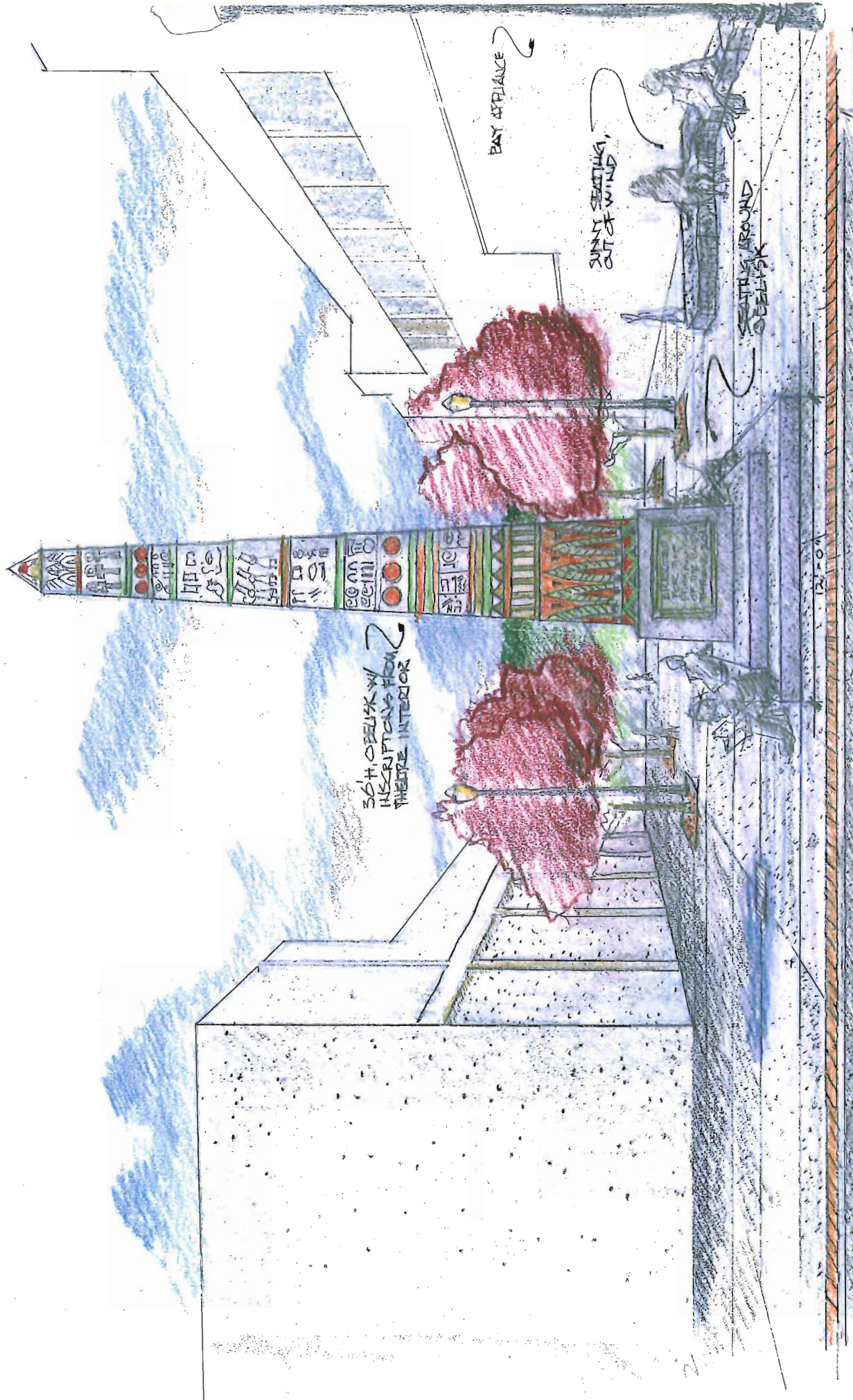
Attached you will find a conceptual drawing of a proposed Obeusk in the Pedway as drafted by Councilor Vaughan. Under the current conceptual plan, the Obeusk would be constructed and paid for by donations of time, services, and materials from area professionals and contractors. The Obeusk, once built, would be used in a similar fashion as a fundraising thermometer. The conceptual plan has been presented to the Egyptian Theatre Preservation Association and the URA's Egyptian Theatre Fundraising Consultant. Staff understands that both the ETPA and the fundraising consultant support the proposed Obeusk.

While this project was not on the current list of City / URA projects, it should be noted that under City Council Goal 3, "Economic Development & City Revitalization", "Consider future development alternatives and the renaming of the Pedway" is listed as a long term activity aimed at achieving goal priorities.

ACTION REQUESTED

This proposed project is still in the conceptual stage; and as it is not currently listed on the City's goals as an identified project for this year, staff is looking for direction from the Agency on how to proceed.





PERSPECTIVE LOOKING WEST FROM 101

CONCEPTUAL EGYPTIAN THEATRE PRESERVATION ODEON, FUNDRAISER STRUCTURE

MIKE VASGENIAN VASGENIAN DESIGN • 341 294 4522 • design@frontier.com • 6/11/12