



SCAPPOOSE

Oregon

MONDAY, JUNE 7, 2021
URBAN RENEWAL AGENCY MEETING AGENDA
Regular meeting 6:00 pm

ITEM AGENDA TOPIC

Action

Call to Order

Roll Call

Approval of the Agenda

Public Comment Due to COVID-19 the City of Scappoose will be accepting public comments by email or you may call in. Please contact City Recorder Susan Reeves at sreeves@cityofscappoose.org or City Hall by phone at 503-543-7146, Ext. 224 for more information. All written public comments must be received no later than 5:00 pm on the day of the meeting.

New Business

1. Approve Minutes ~ June 22, 2020

Approval

Interim City Manager Alexandra Rains

2. Approve Intergovernmental Agreement (IGA)

Approval

Interim City Manager Alexandra Rains

Adjournment

PLEASE NOTE: IF YOU WOULD LIKE TO SPEAK WITH CITY STAFF ABOUT A PARTICULAR AGENDA ITEM, PLEASE CALL CITY HALL at 503-543-7146, EXT. 224, NO LATER THAN 3:00 PM ON MONDAY, JUNE 7, 2021.

This meeting will be conducted in a handicap accessible room. If special accommodations are needed, please contact City Hall at (503) 543-7146, ext. 224 in advance.

TTY 1-503-378-5938

MONDAY, JUNE 22, 2020
URBAN RENEWAL AGENCY BUDGET MEETING

Call to Order

Chair Burge called the meeting to order at 6:30 p.m.

Roll Call

Urban Renewal Agency Members Present: Chair Scott Burge, Patrick Kessi, Megan Greisen, Josh Poling, Brandon Lesowske, and Pete McHugh.

Staff: City Manager Michael Sykes, Police Chief Norm Miller, Finance Administrator Jill Herr, Public Works Director Dave Sukau, and City Recorder Susan Reeves.

Remote (via phone): URA Member Joel Haugen, Assistant City Manager Alexandra Rains, and Legal Counsel Peter Watts.

Consideration of the 2020-2021 Fiscal Year Budget

Chair Burge opened the public hearing and closed it due to no one wanting to speak on this matter.

Resolution No. URA 2-20: Hold a Public Hearing on the proposed Approval budget for the Fiscal Year 2020-2021, Making Appropriations, Imposing the Tax, and Categorizing the Tax.

City Manager Michael Sykes gave an overview of the resolution and stated this is our first ever Urban Renewal Budget. He explained there is a total of \$25, 097 and a portion of it will be spent on administration.

Megan Greisen asked about the funds allocated for administration, would those funds be the same about every year or would they be going up?

City Manager Sykes replied this year was really just an estimate. The City has entered into an agreement with Elaine Howard and she is walking us through the steps that will be required through the budget process.

Finance Administrator Jill Herr explained the auditor's cost is in there also.

Assistant City Manager Alexandra Rains explained we have Elaine Howard for a contract not to exceed \$5,000. She explained the audit cost will be recurring on an annual basis.

City Manager Sykes explained Alex and Jill are going to learn a lot of this process and that will allow us to reduce the cost in the future.

Josh Poling moved, and Patrick Kessi seconded the motion to recommend that the Urban Renewal Agency adopt Urban Renewal Resolution No. URA 2-20: Hold a Public Hearing on the proposed Approval budget for the Fiscal Year 2020-2021, Making Appropriations, Imposing the Tax, and Categorizing the Tax. Motion passed (7-0). Chair Burge, aye; Patrick Kessi, aye; Megan Greisen, aye; Joel Haugen, aye; Josh Poling, aye; Brandon Lesowske, aye and Pete McHugh, aye.

Chair Burge adjourned the meeting at 6:37 p.m.

Chair Scott Burge

Attest:

Susan M. Reeves, MMC
City Recorder

CITY OF SCAPPOOSE

Scappoose Urban Renewal Agency Action & Status Report

Date Submitted: June 1, 2021

Agenda Date Requested: June 7, 2021

To: Scappoose Urban Renewal Agency

From: Alexandra Rains, Interim City Manager

Subject: Intergovernmental Agreement for Wastewater Treatment Plant Project Funding

TYPE OF ACTION REQUESTED:

☐ Resolution

☐ Ordinance

☒ Formal Action

☐ Report Only

ANALYSIS: The City is currently working to complete upgrades to the Wastewater Treatment Plant and has taken a \$6.4 million dollar loan with the Department of Environmental Quality to help finance the first phase of the project. The Agency has identified this project in the Scappoose Urban Renewal Plan and will owe the City \$1,259,720 beginning in year 10 (ten) of the Urban Renewal Area, to be paid in annual installments of \$125,972.

The IGA is attached as Exhibit A.

FISCAL IMPACT: The Agency will pay \$1,259,720 to the City for improvements to the Wastewater Treatment Plant beginning in year 10 (ten) of the Urban Renewal Area, to be paid in annual installments of \$125,972.

RECOMMENDATION: Staff recommends the Agency approve the agreement as presented.

SUGGESTED MOTION: I move the Agency approve the Intergovernmental Agreement for the Wastewater Treatment Plant Project as presented.

Request for Council Action

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT FOR WASTEWATER TREATMENT PLANT PROJECT FUNDING

This INTERGOVERNMENTAL AGREEMENT (Agreement) is made as of June 8, 2021 by and between the City of Scappoose an Oregon municipal corporation (the City), and the Urban Renewal Agency of the City of Scappoose, Oregon, an Oregon quasi-municipal corporation (the Agency). The City and Agency are referred to jointly in this Agreement as the “Parties” and individually as “Party.”

RECITALS

- A. The Agency is a public body, corporate and politic, duly activated by the City, exercising its powers to engage in urban renewal activity as authorized by ORS Chapter 457.
- B. The Agency has developed certain Urban Renewal Plans (the Plans) as defined by ORS 457.010(16), which have been approved by the City, pursuant to ORS 457.095, and has engaged in, and will be engaging in, redevelopment activities to carry out these plans.
- C. The City has experience in the provision of the administrative services for local governments and in planning and constructing public improvements, and desires, pursuant to 457.320, to assist the Agency in the planning and carrying out of the Plans by providing all administrative and development services necessary and proper for carrying out the Agency’s functions and the Plans.
- D. The City is currently working to complete upgrades to the Wastewater Treatment Plant and has taken a \$6.4 million dollar loan with the Department of Environmental Quality (DEQ) to help finance the first phase of the project. The Agency has identified this project in the Plan and will owe the City \$1,259,720 beginning in year 10 (ten) of the Urban Renewal Area, to be paid in annual installments of \$125,972.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Section 1: Term and Termination. This agreement shall become effective upon the date of the last signature hereon and shall automatically renew annually until the Agency pays the City \$1,259,720 for the Wastewater Treatment Plant Project. This agreement may not be terminated before the Agency pays the City in full unless other monies are received by the City for the project in an amount that is equal to or in excess of \$1,259,720. Notice of termination must be in writing to the other party that they wish to terminate the agreement. All notices of termination must be in writing and delivered to the other party not less than thirty (30) days prior to the termination date of its intent not to renew this agreement.

Section 2: Duties of the City. The City shall provide administrative and development services to the Agency to undertake the Wastewater Treatment Plant Project as set forth in the adopted

Urban Renewal Plans, including, but not limited to: staff support for public meetings, including preparation of meeting notices, agendas and minutes; budget preparation and oversight; contract procurement and administration; real estate procurement and management; legal services, engineering and project management services and planning related to project development. In so doing, the City shall provide such services in compliance with the laws of the State of Oregon, and in accordance with the Plans and this Agreement.

Section 3: Duties of the Agency. The Agency shall reimburse the City \$1,259,720 for the Wastewater Treatment Plan Project beginning in year 10 (ten) of the Urban Renewal Area and continue in annual installments of \$125,972 until paid in full.

Section 4: Indemnification. City agrees to hold the Agency harmless from all claims, suits or actions which arise out of or result from the negligent or intentional acts of the City's officials, employees and agents providing the services pursuant to this agreement.

Section 5: Modification. This agreement may not be altered, modified, supplemented, or amended in any manner whatsoever except by mutual agreement or the parties in writing. Any such alteration, modification, supplementation, or amendment if made shall be effective only in the specific instance and for the specific purpose given and shall be valid and binding only if signed by the parties.

Section 6: Waiver. No provision of this agreement may be waived except in writing by the party waiving compliance. No waiver of any provision of this agreement shall constitute a waiver of any other provision, whether similar or not, nor shall any one waiver constitute a continuing waiver. Failure to enforce any provision of this agreement shall not operate as a waiver of such provision or of any other provision.

Section 7: Severability. The parties agree that if any term or provision of the agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as of the agreement did not contain the particular term or provision held to be invalid.

Section 8: Entire Agreement. This agreement sets forth the entire understanding between the parties with respect to the subject matter of this agreement, and supersedes any and all prior understandings and agreements, whether written or oral, between the parties with respect to such subject matter.

IN WITNESS WHEREOF, the execution of which having been first duly authorized according to law.

CITY OF SCAPPOOSE

Alexandra Rains,
Interim City Manager

Date

URBAN RENEWAL AGENCY OF THE
CITY OF SCAPPOOSE, OREGON

Alexandra Rains, Interim City Manager
Agent for the Urban Renewal Agency of the
City of Scappoose, Oregon

Date

DRAFT