



## FAIRVIEW URBAN RENEWAL AGENCY

Fairview City Hall-Council Chambers  
1300 NE Village Street, Fairview, Oregon

City Hall is closed to the public. See instructions for public testimony below. Contact the City Recorder at 503-674-6224 or [leymasterd@ci.fairview.or.us](mailto:leymasterd@ci.fairview.or.us) for options to listen and/or view the regular session.

### WEDNESDAY, OCTOBER 21, 2020

1. Call to Order Immediately Following City Council Regular Session  
Roll Call
2. Review and Adopt Minutes: September 16, 2020 (URP 3-4) (A)
3. Authorize IGA with the City of Fairview for Financial Assistance for the Purchase of Tax Lots (A)  
100, 200 and 400 on the Southeast Corner of the Intersection of NE Halsey Street and NE  
Village Street: Resolution 6-2020 (URP 5-9)
4. Adjournment (A)

#### INSTRUCTIONS TO CITIZENS FOR PUBLIC TESTIMONY REGARDING AGENDA ITEMS

Citizens wishing to testify during this meeting are asked to notify the City Recorder, Devree Leymaster at 503-674-6224 or email ([leymasterd@ci.fairview.or.us](mailto:leymasterd@ci.fairview.or.us)) at least 24 hours prior to the start of the meeting. The City strongly encourages individuals, who have the ability, to submit their testimony in writing 24-hours in advance to the City Recorder to ensure delivery of the testimony to the Board. Persons unable to provide written comments in advance are encouraged to notify the City Recorder 24-hours in advance of the meeting so alternative arrangements may be made.

(A) Action requested (I) Information only

NEXT URBAN RENEWAL AGENCY MEETING IS TBD.

The meeting location is wheelchair accessible. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to 503.665.7929.



**MINUTES**  
**CITY OF FAIRVIEW**  
**URBAN RENEWAL AGENCY**

September 16, 2020

**Agency Members**

Brian Cooper, Board Chair  
Cathi Forsythe  
Mike Weatherby (*By Phone*)  
Keith Kudrna  
Darren Riordan (*By Phone*)  
Steve Owen  
Balwant Bhullar

**Staff**

Nolan Young, City Administrator  
Allan Berry, Public Works Director  
Devree Leymaster, City Recorder

1. Call to Order – 7:48 PM  
Roll Call

2. Review and Adopt Minutes: August 19, 2020

Member Kudrna moved to approve the minutes and Member Forsythe seconded. The motion passed unanimously.

AYES: 7

NOES: 0

ABSTAINED: 0

3. Approve Development Grant for Halsey Crossing, LLC: Resolution 5-2020

City Administrator Young explained the proposed grant would only be needed if two development constraints are not resolved, floodplain and overhead power lines, and redesign is required. The applicant wants to begin design drawings for their project with the assumption that the FEMA map amendment for the floodplain and overhead utilities being moved underground will occur. Should one of things not happen then the grant would be enacted to assist the applicant in covering redesign costs.

Director Berry commented he has confidence that the FEMA map will be amended; the underground utilities possibly. The utility relocation has a high impact and cost associated with it. Mayor Cooper noted underground utilities along 223<sup>rd</sup> is also a goal for the 223<sup>rd</sup> design improvements.

Councilor Kudrna suggested tabling the request for a month to see what information PGE shares. Councilor Forsythe agreed with Councilor Kudrna; applicant should wait to see what they can do, then design the project. CA Young replied waiting one month won't resolve the issue and acknowledged that time could resolve the issues; however, time could detract the developer from moving forward with the project. There is also the benefit of getting the development on the tax rolls sooner.

Councilor Forsythe and Council President Weatherby each reiterated concern for designing something that will most likely have to be redesigned. Why not wait and design when the information is known and not expend \$50,000 in grant funds for a redesign.

Member Kudrna moved to approve Resolution 5-2020 and Member Owen seconded. The motion passed by majority.

AYES: 5

NOES: 2 – Member Forsythe & Member Weatherby

ABSTAINED: 0

4. Adjournment

Member Weatherby moved to adjourn the meeting and Member Forsythe seconded. The motion passed, and the meeting adjourned at 8:23 PM.

AYES: 6

NOES: 0

ABSTAINED: 0

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Devree Leymaster  
City Recorder

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Brian Cooper  
Board Chair

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Date of Signing



# AGENDA STAFF REPORT

MEETING DATE	AGENDA ITEM #	REFERENCE NUMBER
October 21, 2020	3.	2020-06

**TO:** Mayor and City Council  
**FROM:** Nolan K. Young, City Administrator  
**DATE:** October 15, 2020

**ISSUE:**  
 An Intergovernmental Agreement (IGA) between the City and Fairview Urban Renewal Agency (URA) for purchase of property on the southeast corner of the intersection of NE Halsey Street and Village Street.

**RELATED CITY COUNCIL GOAL:**  
 Goal #5 - Enhance & promote economic development activity.  
 High Priority Council Work Plan Action Item #4: Identify one or more vacant or underutilized lots and pursue a private/public partnership to create a preferred development.

**EXHIBITS:**  
 Exhibit A: Resolution 6-2020  
 Exhibit B: Proposed Intergovernmental Agreement

**BACKGROUND:**  
 The City of Fairview formed the Fairview Urban Renewal Agency (URA) on May 16, 2018. The City Council approved an Urban Renewal Plan to address blight within the boundaries of the URA November 7, 2018.

The City is currently purchasing the vacant and blighted 5.1 acres of land on the southeast corner of Halsey and Village Streets. The proposed IGA allows for the URA to provide financial assistance for the purchase and participate in the development of this property.

**BUDGET IMPELICATIONS:**  
 The URA will be providing the City \$1.65 million for the purchase of the property. The URA will also budget and provide additional funds for development of the property as required.

- CITY COUNCIL ALTERNATIVES:**
1. Staff Recommendation: Approve Resolution 6-2020. Authorizing the City Administrator to sign the proposed IGA.
  2. Amend either Resolution 6-2020 or the proposed IGA.
  3. Delay action on Resolution 6-2020 to allow for further consideration.



**RESOLUTION**  
**(6-2020)**

**A RESOLUTION OF THE FAIRVIEW URBAN RENEWAL AGENCY BOARD  
AUTHORIZING THE BOARD CHAIR TO SIGN AN INTERGOVERNMENTAL  
AGREEMENT (IGA) WITH THE CITY OF FAIRVIEW TO PROVIDE FINANCIAL  
ASSISTANCE TO THE CITY FOR THE PURCHASE OF TAX LOTS 100, 200 AND 400 ON  
THE SOUTHEAST CORNER OF THE INTERSECTION OF NE HALSEY STREET AND  
NE VILLAGE STREET**

**WHEREAS**, the City of Fairview formed the Fairview Urban Renewal Agency on May 16, 2018; and

**WHEREAS**, the City Council on November 7, 2018 adopted the Fairview Urban Renewal Plan (Plan) to address blight within the Urban Rental Agency (URA) boundary on December 31, 2018; and

**WHEREAS**, the URA plan includes the acquisition of private property for redevelopment; and

**WHEREAS**, the vacant property on the southeast corner of Halsey and Village Streets is within the boundaries of the URA and is considered blighted, and

**WHEREAS**, the City and URA in June 2019 entered into an IGA authorizing the URA to provide financial assistance to the City; and

**WHEREAS**, the City desires to enter into a separate agreement with the Fairview Urban Renewal Agency to fund the purchase of the Property to further the goals of the Plan.

**NOW, THEREFORE, BE IT RESOLVED BY THE FAIRVIEW URBAN RENEWAL BOARD  
AS FOLLOWS:**

**Section 1** The Fairview Urban Renewal Agency Board authorizes the Board Chair to sign the IGA with the City to provide financial assistance to purchase Tax lots 100, 200 and 400 (Property), attached as Exhibit A and to take all necessary actions to acquire to provide financial assistance for the purchase of the Property by the City.

**Section 2** This resolution is and shall be effective from the day of its passage.

Resolution adopted by the Fairview Urban Renal Agency Board, this 21st day of October, 2020.

\_\_\_\_\_  
Fairview Urban Renewal Agency Board Chair  
Brian Cooper

ATTEST

\_\_\_\_\_  
City Recorder, City of Fairview  
Devree Leymaster

\_\_\_\_\_  
Date

**INTERGOVERNMENTAL AGREEMENT  
FOR THE PROVISION OF ADMINISTRATIVE AND DEVELOPMENT SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) entered into between the City of Fairview, an Oregon municipal corporation (“City”), and the Fairview Urban Renewal Agency, an Oregon quasi-municipal corporation (“Agency”), established under ORS Chapter 457 and duly activated by the City.

**RECITALS**

1. The Agency is a public body, corporate and politic, duly activated by the City, exercising its powers to engage in urban renewal activities in the Urban Renewal Area as authorized under ORS 457 (Urban Renewal), the City of Fairview Municipal Code and the Fairview Renewal Plan (“Plan”).
2. The Agency is in the process of undertaking economic development activities to carry out the Plan.
3. Goals for such economic development activities include creating conditions that are attractive to the growth of existing businesses and attract new businesses to create new jobs and increased asset value in the Urban Renewal Area (Area) by pursuing and providing for purchase, resale, and development and redevelopment of property that is blighted, underdeveloped or vacant.
4. Programs under the Plan include incentives and assistance for property and/or business owners to encourage quality development or redevelopment that supports the Plan goals. Assistance under this program can include loan to grants and utility system development charges assistance grants.
5. This City is in the process of purchasing property in the Urban Renewal Area, as set forth in Exhibit A (the “Property”), for \$1.6 million for the purposes of removing obstacles to development with goal to resell to private ownership that has the interest and capacity to create development that meets the goals of the Agency.
6. The Agency desires to provide financial assistance to the City for the purchase of the Property as doing so furthers the goals and programs of the Plan.

**NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:**

**Article 1: Funding.**

Section 1.1. Funding from the Agency. The Agency agrees to provide one million six hundred and fifty thousand dollars (\$1,650,000.00) to the City to assist with the purchase of the Property (“Agency Funding”). \$1.65 Million in Agency Funding will be transferred to the City no later than August 1, 2021 with \$250,000 due upon the effective date of the purchase and sale agreement between the City and Providence Health and Service. If the City does not purchase the Property by August 1, 2021, City shall return the Agency Funding to the Agency no later than September 1, 2021.

Section 1.2. Funding from the City. The City will be responsible for all other costs associated with the purchase of the Property.

**Article 2: Development of the Property.**

Section 2.1. City's use of the Property. City agrees to develop the property consistent with the goals and programs in the Plan, either on its own, in a partnership or other similar relationship with a developer, or through the sale of the Property to a developer.

Section 2.2. Conditions on Sale or Lease of Property. Except as provided in Section 2.3 below, any sale or lease of the Property to a developer shall include an obligation to: (1) use the land for the purposes designated in the Plan; and (2) begin the building of improvements consistent with the Plan within a seven-year period. Any such obligations by the purchaser or lessee shall be covenants and conditions running with the land in the sale or lease agreement.

Section 2.3 Sale or Use of Property Inconsistent with Plan. The City may sell, lease or otherwise use or develop the Property in a manner that is inconsistent with the goals and programs of the Plan provided that should the City do so, City shall refund Agency Funding to the Agency within thirty (30) days of such sale, lease, development or use. Should such sale, lease development or use be less than the entire Property, City's obligation to refund Agency Funds shall be equal to the percentage of the Property used for inconsistent purposes multiplied by one million dollars (\$1,000,000.00). For example, if the City sells twenty percent (20%) of the Property to a developer for purposes inconsistent with the goals and programs of the Plan, City shall be obligated to refund two hundred thousand dollars (\$200,000.00) to the Agency within thirty (30) days of such sale.

**Article 3: Distribution of Proceeds from Sale of Property.**

Section 3.1. Sale of Property. If the City sells the Property with the conditions set forth in Section 2.2 above, the City shall be permitted to keep any amount in excess of the one million six hundred fifty thousand dollars the Agency provided for the Property.

**Article 4: Modification.** This Agreement may not be altered, modified, supplemented, or amended in any manner whatsoever except by mutual Agreement of 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.

**Article 5: Waiver.** No provision of this Agreement may be waived except in writing by the party granting a waiver of compliance with this Agreement. A waiver of a provision of this Agreement shall not 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 of any other provision.

**Article 6: 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 if the Agreement did not contain the particular term or provision held to be invalid.

**Article 7: 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.

**Article 8: Non-Agency Relationship.** Nothing in this Agreement is to be interpreted as creating or constituting an agency relationship between the parties. Each party remains separate and neither assumes the debts or obligations of the other by entering into this Agreement. Each party is solely responsible for carrying out its duties and functions in accordance with all applicable laws and regulations.

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

**CITY OF FAIRVIEW**

\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
Date

**THE FAIRVIEW URBAN RENEWAL AGENCY**

\_\_\_\_\_  
Agency Chair

\_\_\_\_\_  
Date