



Harrisburg Redevelopment Agency Meeting Agenda

March 23, 2021

6:30 PM

Chair Person: Robert Duncan
Vice Chair Person: Mike Caughey
Members: Kimberly Downey, Robert Boese, Adam Keaton, Randy Klemm, and Charlotte Thomas
Meeting Location: Harrisburg Municipal Center @ 354 Smith St.

PUBLIC NOTICES:

1. *This meeting is open to the public and will be tape-recorded.*
2. *Copies of the Staff Reports or other written documents relating to each item on the agenda are on file in the office of the City Recorder and are available for public inspection.*
3. *The City Hall Council Chambers are handicapped accessible. Persons with disabilities wishing accommodations, including assisted listening devices and sign language assistance are requested to contact City Hall at 541-995-6655, at least 48 hours prior to the meeting date. If a meeting is held with less than 48 hours' notice, reasonable effort shall be made to have an interpreter present. The requirement for an interpreter does not apply to an emergency meeting. ORS 192.630(5)*
4. *Persons contacting the City for information requiring accessibility for deaf, hard of hearing, or speech-impaired persons, can use TTY 711; call 1-800-735-1232, or for Spanish voice TTY, call 1-800-735-3896.*
5. *The City of Harrisburg does not discriminate against individuals with disabilities and is an equal opportunity provider.*
6. *Meetings are held in a facility that is disinfected. Masks are required, and seating has 6' of separation. If you wish to testify, and are unable to attend due to the Coronavirus Pandemic, please contact the City Recorder to be placed on a Conference Call list during the meeting.*
7. *For information regarding items of discussion on this agenda, please contact City Administrator Michele Eldridge, at 541-995-2200*

CALL TO ORDER AND ROLL CALL BY CHAIR PERSON ROBERT DUNCAN

CONCERNED CITIZEN(S) IN THE AUDIENCE. (Please limit presentation to two minutes per issue.)

APPROVAL OF MINUTES

- 1. MOTION TO APPROVE THE MINUTES OF JANUARY 26, 2021 AND FEBRUARY 9, 2021**

NEW BUSINESS

- 2. THE MATTER OF AMENDING A FUNDING AGREEMENT BETWEEN THE HRA AND CLYDE THE GLIDE, LLC, FOR THE \$250,000 OREGON MAIN STREET REVITALIZATION GRANT AND PROPERTY IMPROVEMENT GRANT FUNDS BEING USED FOR THE ORDER OF THE ODDFELLOWS BUILDING REMODEL**

STAFF REPORT:

Exhibit A: PowerPoint of Before and After Photos

Exhibit B: Existing Funding Agreement

Exhibit C: Proposed Amendment

ACTION: MOTION TO AUTHORIZE THE CITY ADMINISTRATOR TO SIGN THE APPROVED FUNDING AGREEMENT AMENDMENT BETWEEN THE HRA AND CLYDE THE GLIDE, LLC

OTHER

ADJOURN



Redevelopment Agency Board Meeting Minutes
January 26, 2021

Chair Person: Robert Duncan, Presiding
 Vice Chair Person: Mike Caughey, Present
 Members Present: Kimberly Downey, Adam Keaton, and Charlotte Thomas.
 Members Absent: Rob Boese and Randy Klemm
 Staff Present: City Administrator John Hitt, Asst. City Administrator/City Recorder Michele Eldridge, Public Works Director Chuck Scholz, and Finance Officer/Deputy City Recorder Cathy Nelson.
 Meeting Location: Harrisburg Municipal Center @ 354 Smith St.

CALL TO ORDER AND ROLL CALL BY CHAIR PERSON ROBERT DUNCAN at the hour of 8:19pm, directly following the City Council Meeting.

CONCERNED CITIZEN(S) IN THE AUDIENCE. None for items not on the agenda.

NEW BUSINESS

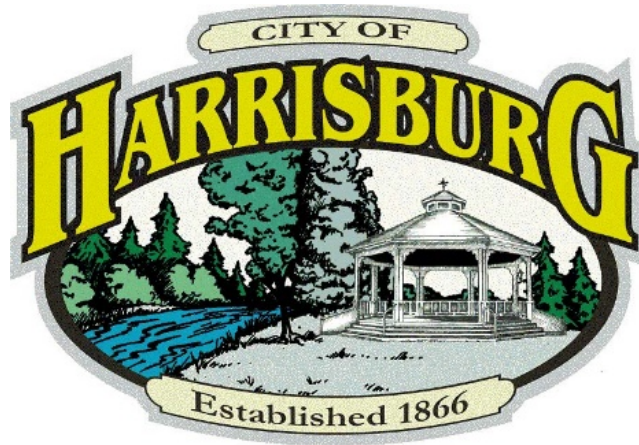
THE MATTER OF REVIEWING AND ACCEPTING THE ANNUAL REPORT OF THE HARRISBURG REDEVELOPMENT AGENCY (HRA)

STAFF REPORT: Hitt summarized the staff report and noted that Cathy Nelson worked on this report crunching the numbers, while Michele summarized the projects that were completed as well as the RMV information. He pointed out the Financial Reporting Figures, as well as the maximum indebtedness. That can allow us to add new projects to the HRA Plan. He said that we would need to have an amendment in order to spend the additional dollars. He anticipates that we could probably do that late this calendar year, but hopefully, no later than next.

- Mayor Duncan thought this was an amazing document.
- Downey added that it was really easy to read.
- Eldridge said that when she added on the projects, that she intended for it to be a marketing piece for the City.
- Thomas said that people need to know what their tax dollars are being used for, and we need to advertise this.
- *Consensus from the HRA Board was to approve the report for distribution.*

OTHER - None

ADJOURN, at 8:25pm



Harrisburg Redevelopment Agency Board Meeting Minutes
February 09, 2021

Chairperson: Robert Duncan, Presiding
 Vice-Chair: Mike Caughey, Present
 Board Members Present: Robert Boese, Adam Keaton, Randy Klemm, and Charlotte Thomas.
 Board Members Absent: Kim Downey
 Staff Present: City Administrator John Hitt, Assistant City Administrator/City Recorder Michele Eldridge, Finance Officer/Deputy Recorder Cathy Nelson
 Meeting Location: Harrisburg Municipal Center @ 354 Smith St.

CALL TO ORDER AND ROLL CALL BY CHAIR PERSON ROBERT DUNCAN at the hour of 6:54pm.

CONCERNED CITIZEN(S) IN THE AUDIENCE. Those present were there for items on the agenda.

APPROVAL OF MINUTES

- Thomas motioned to approve the minutes for January 12, 2021, and was seconded by Klemm. The HRA Board then voted unanimously to approve the minutes for January 12, 2021.

NEW BUSINESS

THE MATTER OF APPROVING THE HARRISBURG REDEVELOPMENT AGENCY 2ND QUARTER 2020/2021 EXPENSE REPORT

STAFF REPORT: Nelson said that the beginning fund balances were adjusted, and we have \$242,000 over what was estimated. We have 130% of the taxes that were budgeted. Basically, people are paying their property taxes, when we didn't think they would. A lot of cities budgeted low, and it didn't happen.

- Boese motioned to approve the HRA 2nd Quarter 2020/2021 Expense Report and was seconded by Caughey. The Board then voted unanimously to approve the HRA 2nd Quarter 2020/2021 Expense Report.

OTHER - None

ADJOURN at the hour of 6:56, in order to return to the City Council meeting.

Chairperson

City Recorder

UNAPPROVED

Agenda Bill
Harrisburg Redevelopment Agency Board
Harrisburg, Oregon

THE MATTER OF AMENDING A FUNDING AGREEMENT BETWEEN THE HRA AND CLYDE THE GLIDE, LLC, FOR THE \$250,000 OREGON MAIN STREET REVITALIZATION GRANT/AND PROPERTY IMPROVEMENT GRANT FUNDS BEING USED FOR THE ODDFELLOWS BUILDING REMODEL

STAFF REPORT:

- Exhibit A: PowerPoint of Before and After Photos
- Exhibit B: Existing Funding Agreement
- Exhibit C: Proposed Amendment

ACTION: MOTION TO AUTHORIZE THE CITY ADMINISTRATOR TO SIGN THE APPROVED FUNDING AGREEMENT AMENDMENT BETWEEN THE HRA AND CLYDE THE GLIDE, LLC

THIS AGENDA BILL IS DESTINED FOR: Regular Agenda – March 23, 2021

BUDGET IMPACT		
COST	BUDGETED?	SOURCE OF FUNDS
N/A	N/A	N/A

STAFF RECOMMENDATION:

Staff recommend the HRA Board authorize the City Administrator to sign the Amendment to the Funding Agreement between the HRA and Clyde the Glide, LLC.

BACKGROUND INFORMATION:

Patrick and Donnell Freeman have been working hard on the residential/commercial upgrades to the Order of the Oddfellows Building located at 190 Smith St. and have now finalized the work that they obtained grant funding for. Work that has been completed helped to stabilize the structure, including repair of the roof, parapet and brick facing, as well as replacement of electrical, plumbing and mechanical upgrades. The retail space was remodeled and improved and provided an immediate business tenant. Eldon Kizer with Kizer Family Insurance was consequently able to move into the 1st floor commercial portion of the building this last year. The signage is one of the last steps remaining to complete the retail area. The HRA Board can find before and after pictures of work completed in **Exhibit A**. (Patrick Freeman gave permission to include this report marked as confidential in the HRA Agenda.)

Staff consider this building as one of the most important historical structures in town, and the City is incredibly lucky to have people like the Freeman’s restoring it. They both love the history of the structure, have strong ties in our community, and believe in improving the commercial part of our downtown area. The Freeman’s have subsequently submitted their final grant request to the City Administrator.

While processing the grant, Staff have discovered that when the agreement (**Exhibit B**) was signed, that the time period for construction had been set up for work to be completed between May 31st, 2019 to Oct 1st, 2020. Nobody could have predicted that a pandemic, unprecedented wildfires, and escalating construction costs would bring this remodel to an initial halt, or that the owners would still be completing the construction tasks that were included in this agreement past Oct 1st, 2020. Staff believe the extension of the construction period is therefore warranted, especially when the Oregon Main Street Revitalization Grant is technically active until April 30, 2022, unless closed before that date.

Unfortunately, previous emergency resolutions allowing an extension of land use actions, does not apply to HRA Board actions, nor would it have applied to this agreement. Therefore, staff must ask for HRA Board to allow an amendment for the work to be completed between May 31, 2019 and April 1, 2021. This is a simple addendum (**Exhibit C**) to the original agreement, that will allow the reimbursement process to continue as planned, and for the Freeman’s to be reimbursed for some of the substantial funding they have paid out for this remodel.

REVIEW AND APPROVAL:

Michele Eldridge, CMC Date
City Administrator

© 2017

190 Smith Street

Before and After Photos



Retail Space – Before and After

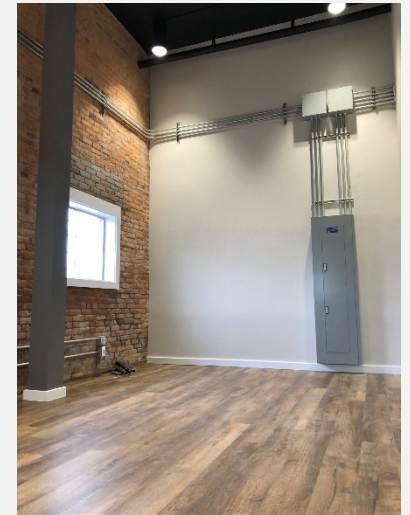
© 2017



Before & After – Electrical



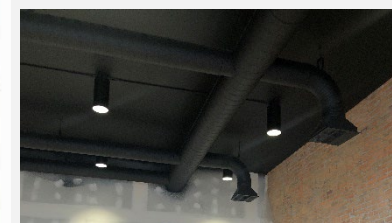
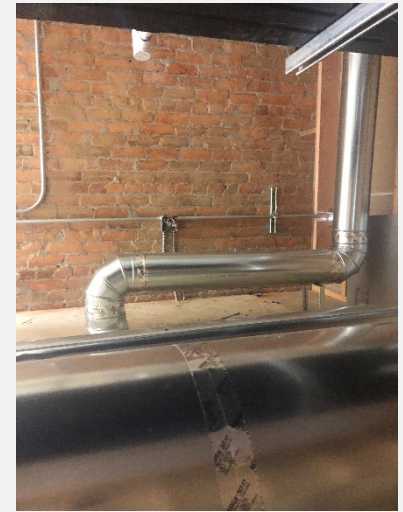
Knob and Tube wiring



Before & After – Mechanical



Oil furnace and wood burning stoves



4 ton Bryant 14 SEER split heat pump system

Before – Masonry – Repaired using Historical preservation guidelines



Before – Masonry – Repaired and preserved following Historical preservation guidelines, including preserving historical Parapet wall



Before & After – Masonry – Parapet Wall – pre roof cap



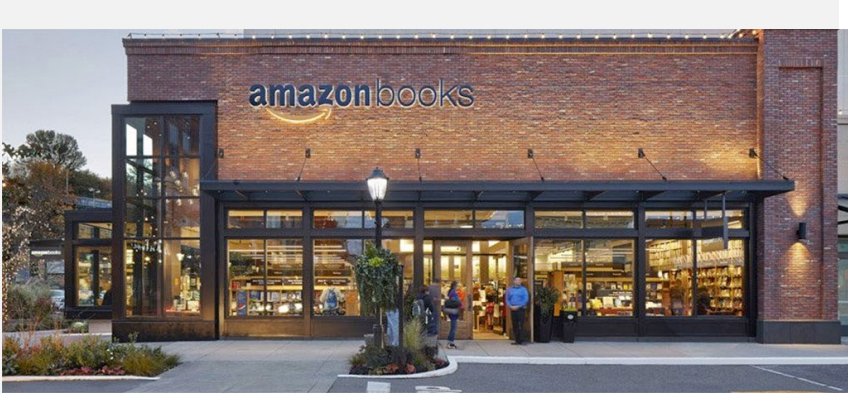
Before & After – Masonry – Repaired iconic main wall and preserved following historical preservation guidelines



190 Smith Street

Next Steps – Precedent Images and signage

Store Frontage – Vision – Precedent Images



Signage – Concept & Vision



Funding Agreement

This Funding Agreement, hereinafter referred to as the "Agreement", dated this 3rd day of March, 2019, is made and entered into by and between HARRISBURG REDEVELOPMENT AGENCY, an urban renewal agency of the State of Oregon, hereinafter referred to as "Agency" and CLYDE THE GLIDE, LLC, an Oregon Limited Liability Company, hereinafter referred to as the "Recipient." This Agreement is entered into in order to provide local matching funds for, and is contingent upon, the award of an Oregon Main Street Revitalization Grant Agreement between the State of Oregon Parks and Recreation Department as Grantor and the Agency as Grantee, dated March 3rd, 2019.

1. The Agency agrees to pay to Recipient a sum not to exceed Two Hundred and Fifty Thousand and No/100 (\$250,000.00) Dollars as funding for rehabilitation of Clyde the Glide's historic building located at 190 Smith Street, Harrisburg, Oregon, (the "Project") subject to the terms and conditions set forth in this Agreement. The Recipient agrees to abide by the terms of this Agreement and to refund the money in the event of breach of this Agreement.
2. The sum set forth above shall be used exclusively for the Project, in accordance with the terms of that certain Oregon Main Street Revitalization Grant agreement in the amount of \$200,000.00 dated TBD, 2019, between the Agency and the State of Oregon Parks and Recreation Department (the "Grant").
3. As a condition of receiving this grant, the Recipient agrees as follows:
 - a) To hire a licensed contractor or contractors, in good standing with the Oregon Construction Contractors Board, to complete the Project.
 - b) To require said contractors to obtain and maintain all required permits, licenses and inspections, and to perform all work consistent with the Secretary of the Interior's Standards for Rehabilitation of Historic Properties and with all other applicable federal, state and local laws.
 - c) To maintain in good standing the status of Recipient as an active limited liability corporation on the books of the Oregon Secretary of State, Corporation Division. Any change in or suspension of such status shall be reported immediately to the Agency.
 - d) That all of Recipient's disbursements of funds provided by the Agency pursuant to this Agreement shall comply with applicable laws, rules, and regulations pertaining thereto. Any such disbursement which is inconsistent with such standards shall be refunded to the Agency within thirty (30) days of notice by the Agency or may be withheld from disbursement to Recipient by the Agency.
 - e) To make available to the Agency all records, reports, or similar required by the Agency to comply with any reporting requirement of the Oregon Main Street Revitalization Grant Agreement or other accounting

Harrisburg Redevelopment Agency
PO Box 378
120 Smith Street [street address]
Harrisburg OR 97446

Notices or documents to Recipient shall be sent to:

310 S. Williams St
Denver, CO 80209

Notices and documents may also be hand-delivered to the Agency or to Recipient at their addresses listed above. The Agency and Recipient may also by mutual agreement choose notification by e-mail, and in the event they so choose, notice shall be deemed given upon the Agency's or Recipient's e-mail response indicating receipt of an e-mail from the other. Each party agrees to notify the other of a change of address by certified mail, return receipt requested, or by hand-delivery within 10 days of any such change.

16. Recipient is an independent organization and entity pursuant to this Agreement and shall not, in any way, be considered to be an affiliate, subsidiary, officer, agent or employee of the Agency. Recipient agrees that the Agency shall not be liable or responsible for any benefits, including, but not limited to, worker's compensation, disability insurance, retirement benefits, life insurance, unemployment insurance, health insurance or any other benefits which Recipient may be required by law or contract to provide to its employees, officers, agents, or contractors. Recipient agrees that it shall not sue or file a claim, petition, or application therefore against the Agency or any of their officers, employees, agents, representatives or sureties with respect to such benefits. Recipient shall not have any authority to bind the Agency or to make any representations or warranties to accept service of process, to receive notice, or to perform any act or thing on behalf of the Agency except as authorized in writing by the Agency.

17. Recipient and its signators represent that the signators hold the positions set forth below their signatures and that the signators are authorized to execute this Agreement on behalf of the Recipient and to bind Recipient hereto.

18. If any action or proceeding is brought by either party against the other under this Agreement, the prevailing party shall be entitled to be reimbursed by the losing party for its reasonable attorney's fees and costs in that action or proceeding or upon appeal.

19. This Agreement is for the exclusive benefits of Recipient and the Agency. Any attempt to assign, transfer, or pledge this Agreement by either party without the prior, written consent of the other party is void and unenforceable against the non-consenting party.

20. This Agreement is to be governed by, and construed in accordance with, the laws of the State of Oregon. Any disputes about the terms of this Agreement will be brought before the Linn County Circuit Court.

21. Waiver of any breach of any provision of this Agreement by either party shall not operate as a waiver of any subsequent breach of the same or any other provision of this Agreement. If any portion of this Agreement is held to be invalid under any applicable statute or rule of law, then such portion only shall be deemed invalid.

22. Recipient shall have sole responsibility to comply with all applicable federal and state laws, rules and regulations concerning environmental issues in carrying out activities funded under this Agreement. If any acts or omissions of the Recipient should lead to liability or government enforcement action against the Agency, Recipient shall be required to defend such action and to indemnify the Agency for all costs incurred including without limitation any costs of required response actions and attorney fees. The Agency will not assume responsibility for compliance with federal or state environmental requirements relating to Recipient's construction activities under this Agreement, but will cooperate to the extent practical and consistent with the Agency's codes and policies.

23. The parties agree not to discriminate on the basis of race, religion, religious observance, citizenship status, gender identity or expression, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, or source or level of income in the performance of this Agreement.

24. This Agreement supersedes any prior or contemporaneous oral or written agreements or understandings entered into by the parties. No modification of this Agreement shall be valid unless set forth in writing and signed and dated by both of the parties to this Agreement.

The parties hereto have caused this Agreement to be executed on the day and year first written above; if a party is a corporate entity, it has caused its name to be signed by an officer or other person duly authorized to do so by order of its Manager(s), Director(s), Board or other person(s) with such authority.

HARRISBURG REDEVELOPMENT AGENCY

By: [Signature]
Executive Director

Clyde the Glide, LLC

By: [Signature]
Patrick Freeman
Title: Owner

Page 5 – FUNDING AGREEMENT
Harrisburg Redevelopment Agency/ Clyde the Glide LLC

Funding Agreement Amendment

This Amendment to the Funding Agreement dated March 3, 2019, is entered into this 23rd day of March 2021 by and between the HARRISBURG REDEVELOPMENT AGENCY, an Urban Renewal Agency of the State of Oregon, hereinafter referred to as the “AGENCY” and CLYDE THE GLIDE, LLC, an Oregon Limited Liability Company, hereinafter referred to as the “RECIPIENT”. The Coronavirus Pandemic, catastrophic wildfires, and resultant increase in construction materials changed normal work patterns for many construction companies, and as such, the Recipient was not able to conclude the work within the time period originally agreed upon. This amendment is entered into as mutually agreed by the AGENCY, and the RECIPIENT, in order to extend the period of time in which qualifying expenses may be incurred.

RECITALS

- A. The parties entered into a Funding Agreement on March 3rd, 2019 (the “Agreement”) for the purpose of obtaining a grant in the amount of Two Hundred and Fifty Thousand and No/100 (\$250,000.00) Dollars for the Rehabilitation of Clyde the Glide’s historic building (The Order of the Oddfellows Building) located at 190 Smith St, Harrisburg, Oregon.
- B. Section 5 of the Agreement states that qualifying expenses include all costs necessarily incurred after May 31st, 2019, and before October 1st, 2020, to implement the Project, and within the line item limits of the Sources and Uses Funding Budget set forth in Exhibit A to that agreement.
- C. The HRA Board approved the request to amend Section 5 and have Authorized the City Administrator to sign this Amendment to the original Funding Agreement.

AGREEMENT

NOW THEREFORE, in consideration of work performed on the above premises, and the mutual covenants and conditions set out herein, the AGENCY and RECIPIENT agree as follows:

- 1. Section 5: The Grant is a reimbursement grant, subject to approved inspections. Agency will not release the final \$100,000 to Recipient until the Project is complete and all required inspections have been approved. Payment to Recipient shall be by reimbursement for qualifying expenses. Qualifying expenses include all costs necessarily incurred between May 31, 2019, and April 1, 2021, to implement the Project, and within the line item limits of the Sources and Uses Funding Budget set forth in Exhibit A. Receipts must be provided to the Agency for reimbursement. Proof of payment for all receipts must be provided (e.g., cancelled checks).
- 2. All other terms and conditions as set forth in the existing Funding Agreement are hereby ratified, affirmed and remain in full force and effect.

HARRISBURG REDEVELOPMENT AGENCY

By: _____
Executive Director Dated

ATTEST:

Deputy Recorder

RECIPIENT/OWNERS

Clyde the Glide, LLC

By: Patrick Freeman, Owner _____

Dated: _____