



Harrisburg Redevelopment Agency Meeting Agenda
December 10, 2019
6:30 PM (Directly Following Council)

Chairperson: Robert Duncan
Vice Chairperson: Mike Caughey
Members: Kimberly Downey, Robert Boese, Adam Keaton, Randy Klemm, Charlotte Thomas and Youth Advisor Quinton Sheridan.
Meeting Location: Harrisburg Municipal Center located at 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. *For information regarding items of discussion on this agenda, please contact City Recorder/Assistant City Administrator Michele Eldridge, at 541-995-6655*

CALL TO ORDER AND ROLL CALL BY CHAIRPERSON 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 for August 13, 2019

NEW BUSINESS

2. **THE MATTER OF CONSIDERING A REQUEST FOR AN AMENDMENT TO THE PROPERTY IMPROVEMENT GRANT AGREEMENT HRA-G-05 FOR SCOTT & RENEE PHELPS.**

STAFF REPORT:

Exhibit A: Letter of Request from Scott & Renee Phelps

Exhibit B: Existing Property Improvement Grant Agreement

Exhibit C: HRA Property Improvement Grant Program Guidelines and
Overview/Resolution No. HRA-54

Exhibit D: HRA Total Targeted Improvement Loan and Grant Program
Statistics

ACTION: MOTION TO AUTHORIZE THE CITY ADMINISTRATOR TO SIGN AN AMENDMENT TO THE PROPERTY IMPROVEMENT GRANT AGREEMENT HRA-G-05 FOR SCOTT & RENEE PHELPS, FOR AN ADDITIONAL \$3,900 AND THEREBY AMENDING THE ORIGINAL GRANT AMOUNT TO A TOTAL OF \$20,500.

3. **THE MATTER OF REVIEWING THE HRA 1st QUARTER FINANCIAL REPORT DOCUMENT**

STAFF REPORT:

Exhibit A: 1st Quarter Financial Report

ACTION: MOTION TO APPROVE THE HRA 1ST QUARTER FINANCIAL REPORT FOR FY 2019-2020.

OTHER

ADJOURN



Harrisburg Redevelopment Agency Board Minutes August 13, 2019

Meeting Location: Harrisburg Municipal Center - 354 Smith St.

CALL TO ORDER AND ROLL CALL: At the hour of 7:36 pm, the meeting was called to order and was presided by Chairperson Robert Duncan. Present were Board Members Mike Caughey, Kim Downey, Rob Boese, Adam Keaton, and Charlotte Thomas. Staff present were City Administrator Brian Latta, City Recorder/Asst. City Administrator Michele Eldridge, Public Works Director Chuck Scholz and Finance Officer Tim Gaines.

CONCERNED CITIZEN(S) IN THE AUDIENCE: None (All present were there for the City Council meeting.)

APPROVAL OF MINUTES:

- Thomas **motioned to approve the minutes and was seconded by Downey. The HRA Board then voted unanimously to approve the minutes of June 25, 2019.**

THE MATTER OF CONSIDERING A GRANT REQUEST FOR SCOTT & RENEE PHELPS.

Staff Report: Latta summarized the agenda bill and noted that the grant will be to replace the siding on the building, and to paint it as well. They will be placing horizontal lap siding on the building, with fiber cement panels in a board and batten style above that. They hope to find brick on the eastern face of the building. If they do, they might fix that, and keep it in place. If they do find it, they hope to apply for additional funding. The cost of the work is approximately \$33,000, and with the 50% matching requirement, the grant request is for \$16,600. Staff recommends approving the request, as it is within the stated guidelines for the HRA district.

Thomas asked how the funding would be provided, and Latta told her it was reimbursement based. Mayor Duncan asked if it was within the historic district and was told that it was. However, the building is not a special building on the historic list. Caughey asked if they would paint the brick, if they were to find some? Scott Phelps, the applicant, said that we'll find out when the siding comes off. If there is a small section, then we will see what it looks like. If there is a larger section that faces the main drag, then they would like to do something to improve that. Boese asked if they would try to enhance it, or just bring it back to life? Phelps told him that they would bring it back to life. Caughey asked what the address was for the property. Renee Phelps told him that there are several. However, Scott Phelps said that the number on the license is 170 S. 3rd. Keaton asked if they had been told about the downtown revitalization program (Main Street Program), and was told

August 13, 2019

yes, by Eldridge. She noted that invitations had been sent to all property owners inside the district. The Phelps said that they had gotten something.

- Thomas **motioned to approve the property improvement grant application (HRA G 05) for Scott and Renee Phelps in an amount of \$16,600. She was seconded** by both Downey and Caughey at the same time. **The HRA Board then voted unanimously to approve the grant to Scott & Renee Phelps in the amount of \$16,600, in order to make improvements on their building located at 170 S. 3rd St.**

THE MATTER OF REVIEWING THE HRA 4TH QUARTER FINANCIAL REPORT DOCUMENT.

Staff Report: Gaines reminded the board that since is the last report of the previous fiscal year, that the financial audit will likely have some adjustments to make to the HRA accounting, such as taxes, etc.

- Thomas asked him about the total revenue \$124,103.36 shown in red on the report.
- Gaines told her that our current revenue figures exceed what we budgeted. It's a good thing.
- Caughey said that we know what it means, but because it's in red ink, it looks and sounds like it's something bad. Could we change the nomenclature?
- Gaines said that we could change it if they would like.
- Keaton suggested that we turn it green instead.
- Caughey **motioned to approve the HRA 4th Quarter Financial Report for Fiscal Year 2018-019. He was seconded** by Downey and the **Board voted unanimously to approve the HRA 4th Quarter Financial Report.**

OTHER: None

With no further business to discuss, the HRA Board adjourned at the hour of 7:47pm.

Chairperson

City Recorder

Agenda Bill
Harrisburg Redevelopment Agency
Harrisburg, Oregon

2.

THE MATTER OF CONSIDERING A REQUEST FOR AN AMENDMENT TO THE PROPERTY IMPROVEMENT GRANT AGREEMENT HRA-G 05 FOR SCOTT & RENEE PHELPS

STAFF REPORT:

- Exhibit A: Letter of Request from Scott & Renee Phelps
- Exhibit B: Existing Property Improvement Grant Agreement
- Exhibit C: HRA Property Improvement Grant Program Guidelines and Overview/Resolution No. HRA-54
- Exhibit D: HRA Total Targeted Improvement Loan and Grant Program Statistics

ACTION: MOTION TO AUTHORIZE THE CITY ADMINISTRATOR TO SIGN AN AMENDMENT TO THE PROPERTY IMPROVEMENT GRANT AGREEMENT HRA-G-05 FOR SCOTT & RENEE PHELPS, FOR AN ADDITIONAL \$3,900 AND THEREBY AMENDING THE ORIGINAL GRANT AMOUNT TO A TOTAL OF \$20,500.

THIS AGENDA BILL IS DESTINED FOR: Regular HRA Agenda

BUDGET IMPACT		
COST	BUDGETED?	SOURCE OF FUNDS
\$3,900	Yes	HRA Funds

STAFF RECOMMENDATION:

Staff recommend the Agency approve the Addendum to HRA-G-05.

BACKGROUND INFORMATION:

Scott & Renee Phelps own the Speedquest Building at 170 S. 3rd St. They applied for a Property Improvement Grant in August 2019 and were approved for a grant not to exceed \$16,600, based off the original total bids of \$33,043.26 for the work being done.

Most of their improvement work is complete, and the building has been significantly improved. The HRA had expected a request for reimbursement; however, the Phelps instead submitted a letter to the City (**Exhibit A**) asking for an adjustment to the original amount that was approved. During construction, the contractor discovered extensive dry rot, bringing their construction and painting expenses to a total of \$40,979.85.

Because this is a newer program for the HRA, we haven't yet dealt with modifications/amendments to original agreements. Therefore, staff needed to review several different elements of the program to determine what options the Board has available in relation to this request.

After being approved for the grant request in August, the Phelps signed a property improvement grant agreement with the HRA (**Exhibit B**). Section 8 of the agreement does require that the *'OWNERS agree that any cost it incurs above and beyond the amount of the grant will be the sole responsibility of the OWNERS and shall not be the responsibility of the City or any person or entity affiliated with the City.'* This section clearly grants the HRA board the authority to decline the Phelps' request.

In the program guidelines and overview for the Property Improvement Grant Program (**Exhibit C**), it states the goals and objectives of this program. It states that, *'The Redevelopment Agency shall have the power to determine the amount of grant funding to be issued, based on the project's relation to the goals and objectives of the Harrisburg Urban Renewal Plan'*. In addition, Resolution No. HRA-54, establishing this program, has nearly identical language. Nowhere in the guidelines, the original Resolution, or HMC Chapter 2.15, is there any criteria that addresses requests for modifications to an already approved grant.

The HRA Board therefore has the latitude to decide how they would like to handle these types of modification requests. One of the most important elements to consider is the amount of program funds still available. The total funds available for this program are shown in **Exhibit D**. The total current HRA Loan and Grant Commitments (3) are \$219,265.00. In addition, the HRA grants only portion now has commitments (5) of \$188,037. (This includes the Phelps original approved grant amount of \$16,600). Therefore, total committed funds for this program are \$407,302, leaving the HRA with a total of \$92,698, still available to cover additional grant requests.

The next element to consider is the original guidelines for the establishment of the program. The project obviously met all the guidelines of the program when it was originally approved in August. One of the main eligibility requirements is to cure blight. With the extensive amount of dry rot discovered during their renovations, and the state of the structure before they began, staff believes this is an important consideration regarding the Phelps request for additional funding.

Overall, this is an important building to be improved for the agency, as it's in one of the core spots for the future economic development and marketing efforts of the City. With both JB Woodworks and Speedquest being improved in a prominent location, potential developers, as well as existing businesses are noticing the changes. More inquiries are now being received by the agency on the benefits of the program.

The request of \$40,979.85, at the 50% match amount of \$20,489.93 would change the original grant amount from \$16,600 to \$20,500; a \$3,900 increase. Because there are

adequate funds available in the program, and the amount is relatively small (leaving adequate funds still available) Staff is recommending that the HRA Board allow the modification to the original property improvement grant agreement.

As always, the HRA board does has the discretion to approve, in whole or in lpart, or deny, any proposal and is not required to approve a project simply because it meets the minimum approval criteria.

MOTION (If necessary):

MOTION TO AUTHORIZE THE CITY ADMINISTRATOR TO SIGN AN AMENDMENT TO THE PROPERTY IMPROVEMENT GRANT AGREEMENT HRA-G-05 FOR SCOTT & RENEE PHELPS, FOR AN ADDITIONAL \$3,900 AND THEREBY AMENDING THE ORIGINAL GRANT AMOUNT TO A TOTAL OF \$20,500.

REVIEW AND APPROVAL:

John Hitt Date
Interim City Administrator

October 29, 2019

City of Harrisburg
120 Smith Street
Harrisburg, OR 97446

Dear City of Harrisburg;

We are partnering with you using the Property Improvement Grant to do renovation on our building in the historical district of downtown. As you know, we own the building at 170 S. 3rd, on the corner of Hwy 99 and Moore Street. Construction on the building is complete and we are hoping the window of opportunity to complete the painting will work in our favor in the next week or two.

You have been gracious to partner with us on this project. However, the construction costs were much higher than anticipated due to the dry-rot damage to the building. As they removed the siding, the damage was far more extensive than the contractor had quoted. The original quote that we submitted to the city was about \$32,000 to complete the project.

Final costs for the construction portion came in at \$34,713.85, and the paint is still outstanding at \$6,266.00 this will bring the final cost of the project up to \$40,979.85.

We are asking for your help in adjusting this amount to reflect the 50% match from the Property Improvement Grant. This would move the grant amount from about \$16,600 to about \$20,500.

Thank you for your consideration. We apologize for the change in the quote, and the inconvenience that it causes. Any further help that you can provide is greatly appreciated.

Sincerely,

Scott and Renee Phelps
PO Box 148
Harrisburg, OR 97446
541-954-9351



1010 Diamond Hill Rd.
Harrisburg, Oregon 97446
541-497-1557
CCB#225092

2.

Invoice

DATE	INVOICE #
11/1/2019	153

BILL TO

Scott Phelps

DUE DATE

11/1/2019

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	Materials			3,326.82
	Labor			7,236.50
	Bid			24,150.53
	Already Paid	2	-6,000.00	-12,000.00
Total				22,713.85
Balance Due				22,713.85



1010 Diamond Hill Rd.
Harrisburg, Oregon 97446
541-497-1557
CCB#225092

Invoice

DATE	INVOICE #
9/30/2019	152

BILL TO

Scott Phelps

DUE DATE

9/30/2019

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
downpayment	for start of east wall	1	6,000.00	6,000.00
Total				6,000.00
Balance Due				6,000.00

Talanton Design Co

1010 Diamond Hill Rd

Harrisburg, OR 97446

CCB# 225092

Sales Receipt 2.

Date	Sale No.
9/6/2019	1

Sold To
Scott Phelps

Check No.	Payment Method	Project
2794	Check	

Description	Qty	Rate	Amount
Down payment to start siding project.		6,000.00	6,000.00
		Total	



Renee Phelps <renee@springcreekgardens.net>

Your receipt from CertaPro Painters of Salem-Eugene

1 message

CertaPro Painters of Salem-Eugene <noreply@paysimple.com>
To: renee@springcreekgardens.net

Fri, Nov 29, 2019 at 11:54 AM

**CertaPro Painters of Salem-Eugene**

Hi Renee,

Receipt for #N1067**11/29/2019**

E Check for Painting Invoice

\$3,132.03

Subtotal

\$3,132.03

Tax

\$0.00

Total

\$3,132.03**Paid****\$3,132.03****Payment Method**

Renee Phelps

 Key Bank (Checking) Ending in *****6328

Because this is an electronic transaction, the amount above may be withdrawn from your account as soon as the date indicated above.



Renee Phelps <renee@springcreekgardens.net>

2.

Your receipt from CertaPro Painters of Salem-Eugene

1 message

CertaPro Painters of Salem-Eugene <noreply@paysimple.com>

Sun, Oct 20, 2019 at 8:28 PM

To: renee@springcreekgardens.net

**CertaPro Painters of Salem-Eugene**

Hi Renee,

Receipt for #N1055

E Check for Painting Invoice	\$3,134.00
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Subtotal	\$3,134.00
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Tax	\$0.00
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Total	\$3,134.00
-------	------------

Paid	\$3,134.00
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Payment Method

Renee Phelps

 Key Bank (Checking) Ending in *****6328

Because this is an electronic transaction, the amount above may be withdrawn from your account as soon as the date indicated above.

COPY

Property Improvement Grant Agreement

This Property Improvement Grant Agreement, hereinafter referred to as the "Agreement", dated this 29th day of August, 2019, is made and entered into by and between the City OF HARRISBURG, an Oregon municipal corporation, hereinafter referred to as the "City" and SCOTT M. PHELPS and RENEE A. PHELPS, Trustees of the SCOTT M. AND RENEE A. PHELPS TRUST DATED July 14, 1999, hereinafter referred to as the "OWNERS". This Agreement is entered into following an application by the OWNERS for a property improvement grant under the City of Harrisburg's Resolution No. HRA-54, and approval of that application by the City.

1. The City agrees to pay to the OWNERS a sum not to exceed Sixteen Thousand, Six Hundred and No/100 (\$16,600.00) Dollars as a property improvement grant (the "Grant"), subject to the terms and conditions set forth in this Agreement. OWNERS agree 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 construction, reconstruction and/or repair of the siding at the building located at 170 S. 3rd Street, Harrisburg, Oregon, owned by the OWNERS (the "Project"), in accordance with the pre-approved plans submitted with the OWNER'S application for the Grant (the "Plans"). The grant number for the Project is HRA G 05.

3. If the OWNERS commence the Project before this Agreement is signed, this Agreement shall be void, and the OWNERS must complete the Project at their own expense or locate funding elsewhere. Any materials purchased or work performed on the Project prior to the agreement being signed will not be eligible for reimbursement.

4. The Grant will be paid to the OWNERS by the City only after the Project is complete. The final amount to be disbursed will be dependent on the receipts for paid materials and labor submitted to the City by the OWNERS.

5. The Project must be completed within twelve (12) months of the date of this Agreement. Upon completion of the Project, City staff must be contacted for a site inspection. City staff will then inspect the Property to determine compliance with the Plans. If the inspection finds that the Project complies with all applicable laws, standards and conditions and with the Plans, the Project will be eligible for reimbursement. If the conditions of this paragraph are not met, the City shall not be obligated to issue the Grant to the OWNERS.

6. Reimbursable costs include materials and labor (for licensed, contracted work only). Receipts must be provided to the City for reimbursement. Proof of payment for all receipts must be provided (e.g., cancelled checks).

7. Funds will be disbursed to the OWNERS within 30 days of the receipt of a full

invoice from the OWNERS, setting forth the total reimbursement amount to be paid, with all receipts and proofs of payment attached.

8. The OWNERS acknowledge that the grant requires the OWNERS to match the amount of the grant on a dollar for dollar basis, up to a maximum of \$16,600. The OWNERS acknowledge that the cost of the Project may exceed the maximum amount of the Grant and the equivalent matching funds. The OWNERS agree that any costs it incurs above and beyond the amount of the Grant shall be the sole responsibility of the OWNERS and shall not be the responsibility of the City or any person or entity affiliated with the City.

9. No funds provided to the OWNERS by the City under this Agreement, or by the City under any other Agreement or arrangement, shall be deemed by either the City or the OWNERS to be eligible for consideration or use as a matching cash contribution for any other City funding not anticipated within the scope or time frame of this Agreement.

10. The OWNERS shall indemnify, protect, defend, and hold the City, its officers, agents, employees and assigns, harmless against any actions, claim for injury or damage and all loss, liability, cost or expense, including court costs and attorney's fees, arising out of or resulting directly or indirectly from the performance of this Agreement, except, to the extent not prohibited by ORS 30.140, for that resulting from the sole negligence of the City. Nothing in this Agreement should be interpreted as imposing any liability on the City beyond the limits of the Oregon Tort Claims Act.

11. From the date the Project is commenced until the date of its completion, the OWNERS shall obtain and maintain Commercial General Liability Insurance including personal injury, bodily injury and property damage with limits as may be provided by Excess or Umbrella policy: \$500,000 Per Occurrence / \$500,000 General Aggregate / \$500,000 Products and Completed Operations Aggregate. The OWNERS agree to have and maintain the policies, endorsements, certificates, and/or binders required under this paragraph. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement

12. Should the above-described insurance policy be subject to cancellation or termination prior to the completion of the Project, the OWNERS shall notify the City in writing by certified mail, return receipt requested, 30 days prior to the cancellation or termination date of such policy. The OWNERS shall furnish acceptable insurance certificates to the City, with original endorsements signed by a person authorized by that insurer to bind coverage on its behalf. If additional insured status (or subrogation waiver) is requested, each line of insurance shall be marked in the appropriate box on the insurance certificate to indicate the policy endorsement ensuring the City is an Additional Insured (and/or Subrogation is Waived) subject to the terms and conditions and/or respective to the work under this Agreement. The OWNERS shall be financially responsible for all pertinent deductibles, self-insured retention and/or self-insurance. All such deductibles, retention, or self-insurance must be declared to, and approved by, the City.

13. Any documents or notices required or permitted to be given to the City or to the OWNERS shall be sent by certified mail with a return receipt requested. The notice or document shall be deemed to be given on the next business day following its deposit in the United States mail. Notices or documents to the City shall be sent to:

City of Harrisburg
120 Smith Street
PO Box 378
Harrisburg OR 97446

Notices or documents to the OWNERS shall be sent to:

Scott and Renee Phelps, Trustees
Scott M. and Renee A. Phelps Trust dated July 14, 1999
PO Box 148
Harrisburg OR 97446

Notices and documents may also be hand-delivered to the City or to the OWNERS at their addresses listed above. The City and the OWNERS may also by mutual agreement choose notification by e-mail, and in the event they so choose, notice shall be deemed given upon the City's or the OWNERS' 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.

14. The OWNERS are an independent entity pursuant to this Agreement and shall not, in any way, be considered to be an affiliate, subsidiary, officer, agent or employee of the City. The OWNERS agree that the City 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 the OWNERS may be required by law or contract to provide to its employees, officers, agents, or contractors. The OWNERS agree that they shall not sue or file a claim, petition, or application therefore against the City or any of their officers, employees, agents, representatives or sureties with respect to such benefits. The OWNERS shall not have any authority to bind the City 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 City except as authorized in writing by the City.

15. The OWNERS, as signators of the Scott M. and Renee A. Phelps Trust dated July 14, 1999, 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 that Trust and to bind the Trust to the terms of this Agreement.

16. 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.

17. This Agreement is for the exclusive benefits of the OWNERS and the City.

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.

18. 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.

19. 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.

20. The OWNERS 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 OWNERS should lead to liability or government enforcement action against the City, the OWNERS shall be required to defend such action and to indemnify the City for all costs incurred including without limitation any costs of required response actions and attorney fees. The City will not assume responsibility for compliance with federal or state environmental requirements relating to the OWNER'S construction activities under this Agreement but will cooperate to the extent practical and consistent with the City's codes and policies.

21. 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.

22. 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.

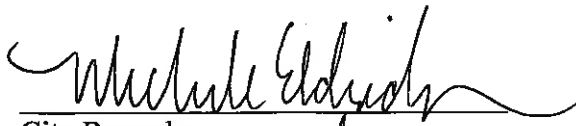
The parties hereto have caused this Agreement to be executed by an officer, manager or other person duly authorized to do so by order of its City Council or members/managers, as applicable, effective on the date set forth above.

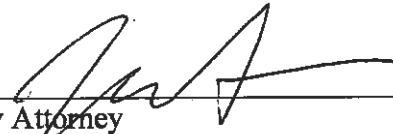
CITY OF HARRISBURG

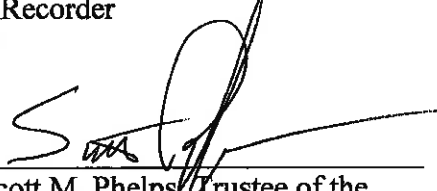
By: 
City Administrator


ATTEST:

APPROVED AS TO FORM:


City Recorder


City Attorney

By: 
Scott M. Phelps, Trustee of the
Scott M. and Renee A. Phelps Trust
dated 8/29/19

By: 
Renee A. Phelps, Trustee of the
Scott M. and Renee A. Phelps Trust
dated 8/29/19



Harrisburg Redevelopment Agency Property Improvement Grant Program

Program Guidelines and Overview

Purpose:

The Redevelopment Agency has developed a Property Improvement Grant Program to carry out the goals and objectives outlined in the Harrisburg Urban Renewal Plan. Financial assistance is available for projects within the Urban Renewal District that meet the following goals of the Plan:

- Goal 1: Develop downtown and Third Street as an historic, specialty business market.
- Goal 2: Develop commercial and industrial sites within the City limits, urban growth boundary and planning area.
- Goal 3: Improve conditions and appearances of public and private properties in the downtown and on Third Street.
- Goal 4: Create funding opportunities for renovation of properties and construction of new structures in downtown and on Third Street, consistent with an historic theme.

Grant Funds:

The Property Improvement Grant Program provides funds for eligible projects. Property Improvement Grants may provide funding for up to 50 percent (50%) of the total cost of a project, with a maximum grant award of \$50,000.

The Redevelopment Agency shall have the power to determine the amount of grant funding to be issued, based on the project's relation to the goals and objectives of the Harrisburg Urban Renewal Plan.

The Redevelopment Agency shall provide written record of funding decisions. The record shall include a description of the required uses of the approved funds. Grant funds must be used for the purposes defined by this record.

Eligible Applicants:

Eligible properties must be within the Urban Renewal District as defined by Exhibit A of the Harrisburg Urban Renewal Plan. Business owners who are tenants of a building must provide written consent from the building owner for all proposed improvements.

Eligible Projects:

Enhancements to new or existing buildings within the Urban Renewal District may be eligible for funding. Projects must specifically address one (1) or more of the goals defined in the Harrisburg Urban Renewal Plan

In addition to meeting one or more of the goals of the Harrisburg Urban Renewal Plan, eligible projects must meet the following criteria:

- Is located inside the Urban Renewal District Boundary, and is on property zoned C-1 (Commercial);
- The project cures blight;
- The project complies with all city adopted codes and ordinances;
- The project is visible from the public right-of-way, or if an interior project is limited to patron areas;
- The property and/or project are not tax-exempt; and,
- All municipal taxes, fees, and liens are paid.

Application Process:

In order to receive a Property Improvement Grant the building owner, or tenant with building owner approval, shall complete all of the following:

- If in Historic District, review historic design guidelines in the Harrisburg Community Action Plan;
- Complete and submit a Property Improvement Grant Application form;
- Submit a drawing of proposed improvements (plans need not be done by a professional architect unless the project includes structural improvements);
- Submit a specific description of each part of the proposed improvement (e.g. paint color, material type, etc.); and,
- Submit cost estimates for the proposed improvements. Bids shall be provided if the work will be done by a contractor.

Approval Procedures:

- Upon receipt of all application materials described above, City staff will review the application and refer it to the Agency.
- The Agency will then make a decision based upon the approval criteria. The Agency may impose conditions of approval, which shall be included in the Property Improvement Grant Agreement.
- If approved, City staff will contact the applicant and construction may begin after the Property Improvement Grant Agreement is signed by the applicant.

Award Reimbursement and Timing Procedures:

- Construction may begin only after the application is approved and the Property

Improvement Grant Agreement is signed by the applicant and City. Any materials purchased or work performed prior to the agreement being signed will not be eligible for reimbursement.

- Grants will be issued only after construction is complete. Projects must be completed within twelve (12) months of approval by the Agency. Upon completion of the project, City staff must be contacted for a site inspection. City staff will then inspect the property to determine compliance with the pre-approved plans. If the inspection finds that the project complies with all standards and conditions above and with the pre-approved plans submitted with the application, the project will be eligible for reimbursement.
- Reimbursable costs include materials and labor (for licensed contracted work only). Receipts must be provided to the City for reimbursement. Proof of payment for all receipts must be provided (e.g. cancelled check).
- Funds will be dispersed within 30 days from the date of invoice receipt.

Further Information:

The applicant must discuss their project with City staff prior to submitting an application. Questions and applications will be accepted at:

City of Harrisburg
120 Smith Street
Harrisburg, OR 97446
(541) 995-6655

THE URBAN RENEWAL AGENCY OF THE CITY OF HARRISBURG

RESOLUTION NO. HRA - 54

A RESOLUTION ESTABLISHING A PROPERTY IMPROVEMENT GRANT
PROGRAM, AND REPEALING RESOLUTION NO. 37

WHEREAS, the Harrisburg Urban Renewal Agency (the "Agency") approved Resolution No. HRA – 37, establishing a Property Improvement Grant; and

WHEREAS, the Agency approved Substantial Amendment 5, providing \$500,000 in funds for redevelopment projects on private property; and

WHEREAS, the Agency is interested in encouraging private investments in existing and future downtown developments and promoting economic revitalization in the downtown area;

NOW, THEREFORE, THE HARRISBURG URBAN RENEWAL AGENCY RESOLVES AS FOLLOWS:

1. A Property Improvement Grant is hereby created, as described in **Exhibit A**.
2. Resolution No. HRA – 37 is hereby repealed.

ADOPTED by the Harrisburg Urban Renewal Agency at a regular meeting thereof this 28th day of June, 2017, and effective immediately.


Robert Duncan, Agency Chair

ATTEST:



Michele Eldridge, Secretary

EXHIBIT A

Harrisburg Redevelopment Agency Property Improvement Grant

Maximum Award:

- Awards shall not exceed \$50,000; and,
- Awards shall not exceed 50 percent of total project cost.

Eligibility:

A project will be deemed eligible by the Agency if it:

- Is located inside the Urban Renewal District Boundary, and is on property zoned C-1;
- The project cures blight; and,
- National chains are not eligible.

The following is a nonexclusive list of examples of improvements that may be considered to cure blight:

- Awnings appropriate for the façade and architecture
- Landscaping features
- Bike racks or benches
- Repair, replacement or new doors, windows, cornices, parapets, and other architecturally appropriate features.
- Repair, replacement or new siding or masonry

Application Process:

In order to receive a Property Improvement Grant the building owner, or tenant with building owner approval, shall complete all of the following:

- If in Historic District, review historic design guidelines in the Harrisburg Community Action Plan;
- Complete and submit a Property Improvement Grant Application form;
- Submit a drawing of proposed improvements (plans need not be done by a professional architect unless the project includes structural improvements);
- Submit a specific description of each part of the proposed improvement (e.g. paint color, material type, etc.); and,
- Submit cost estimates for the proposed improvements. Bids shall be provided if the work will be done by a contractor.

Approval Criteria:

In considering a grant application, the Agency will determine if funds are available and shall use the following decision criteria:

- The project is located inside the HRA boundary, and is on property zoned C-1 (Commercial);
- The project cures blight;
- The project complies with all city adopted codes and ordinances;
- The project is visible from the public right-of-way, or if an interior project is limited to patron areas;
- The property and/or project are not tax-exempt; and,
- All municipal taxes, fees, and liens are paid.

Approval Procedures:

- Upon receipt of all application materials described above, City staff will review the application and refer it to the Agency.
- The Agency will then make a decision based upon the approval criteria. The Agency may impose conditions of approval, which shall be included in the Property Improvement Grant Agreement.
- If approved, City staff will contact the applicant and construction may begin after the Property Improvement Grant Agreement is signed by the applicant.

Award Reimbursement and Timing Procedures:

- Construction may begin only after the application is approved and the Property Improvement Grant Agreement is signed by the applicant and City. Any materials purchased or work performed prior to the agreement being signed will not be eligible for reimbursement.
- Grants will be issued only after construction is complete. Projects must be completed within twelve (12) months of approval by the Agency. Upon completion of the project, City staff must be contacted for a site inspection. City staff will then inspect the property to determine compliance with the pre-approved plans. If the inspection finds that the project complies with all standards and conditions above and with the pre-approved plans submitted with the application, the project will be eligible for reimbursement.
- Reimbursable costs include materials and labor (for licensed contracted work only). Receipts must be provided to the City for reimbursement. Proof of payment for all receipts must be provided (e.g. cancelled check).
- Funds will be dispersed within 30 days from the date of invoice receipt.

HRA Property Improvement Grant Program

Amount: Max is \$50,000	Loan #	Applicant	Amount Requested	Further Requests	Amount Approved (Up to)	Date of Agreement	Scanned Agreement	Address in HRA Boundaries	For
	2017-2018 Property Improvement Grants								
	HRA G 01	Clyde the Glide LLC (Donnell & Patrick Freemen)	\$50,000		\$ 50,000.00	03.30.18	M:\Michele\	190 Smith St.	Roof Repair
Contact Information:		freeman@livcor.com	310 S. Williams St., Denver, Colorado 80209			303-523-1015			

2018-2019 Property Improvement Grants									
	HRA G 02	Dennis Dunne for Dental RE Holdings, LLC	\$ 50,000.00		\$ 50,000.00	12.21.18	G02 - 12.21.1	172 S. 2nd St.	Remodel, including windows replacement,
Contact Information:		Dennis Dunne	1600 Executive Pkwy, Suite 350, Eugene, OR 97401			541-485-0175			
	HRA G 03	Patrick & Donnell Freeman	\$ 50,000.00		\$ 50,000.00			190 Smith ST.	Masonry Repair
Contact Information:		freeman@livcor.com	310 S. Williams St., Denver, Colorado 80209			303-523-1015	HRA Approval 02.12.19		
	HRA G 04	JB Woodworks (Jim & Brenda Hoiland)	\$ 21,437.00		\$ 21,437.00			206 S. 3rd St.	Repair, Paint, Windows, Siding, Awnings
Contact Information:			PO Box 261	Harrisburg,OR 97446		541-953-6844			
	HRA G 05	Scott & Renee Phelps Trust	\$ 16,600.00		\$ 16,600.00	08.29.19	HRA G 05 Scc	170 S. 3rd St.	Replace Siding, and Paint
Contact Information:			PO Box 148, Harrisburg, OR 97446			541-954-9351			

Program Funds	Committed Amounts	\$188,037	\$ 188,037.00
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STAFF REPORT:

ACTION: I MOVE TO APPROVE THE HRA 1ST QUARTER FINANCIAL REPORT FOR FISCAL YEAR 2019-2020.

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

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**HARRISBURG REDEVELOPEMENT AGENCY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING September 30, 2019**

HRA GENERAL FUND

REVENUES (RESOURCES)

OBJECT CLASSIFICATION (DESCRIPTION)	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PERCENTAGE
BEGINNING FUND BALANCE	2,955,800.00	2,955,800.00	2,955,800.00	0.00	100.00%
TAXES	2,197.43	2,197.43	308,100.00	305,902.57	0.71%
INVESTMENT REVENUE	13,789.89	13,789.89	65,000.00	51,210.11	21.22%
MISCELLANEOUS REVENUE	3,288.99	3,288.99	213,156.00	209,867.01	1.54%
TOTAL FUND REVENUE	2,975,076.31	2,975,076.31	3,542,056.00	566,979.69	83.99%

EXPENDITURES (REQUIREMENTS)

OBJECT CLASSIFICATION (DESCRIPTION)	PERIOD ACTUAL	YTD ACTUAL	BUDGET	REMAINING	PERCENTAGE
MATERIALS & SERVICE	0.00	0.00	17,600.00	17,600.00	0.00%
CAPITAL OUTLAY	1,875.00	1,875.00	2,977,003.00	2,975,128.00	0.06%
SPECIAL PAYMENTS	0.00	0.00	327,441.00	327,441.00	0.00%
DEBT SERVICES	0.00	0.00	220,012.00	220,012.00	0.00%
TOTAL FUND EXPENDITURES	1,875.00	1,875.00	3,542,056.00	3,540,181.00	0.05%
NET REVENUES OVER EXPENDITURES	2,973,201.31	2,973,201.31	3,542,056.00	568,854.69	83.94%