



HRA Board Meeting Agenda

May 28, 2024

6:30 PM

(Immediately Following the City Council Work Session)

Chairperson: Robert Duncan
Vice Chairperson: Mike Caughey
Members: Kimberly Downey, Robert Boese, Randy Klemm, Charlotte Thomas,
and Cindy Knox
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, Lori Ross, 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.)

NEW BUSINESS

- 1. THE MATTER OF AUTHORIZING THE EXECUTIVE DIRECTOR TO SIGN A DEVELOPMENT AGREEMENT WITH JIM AND BRENDA HOILAND, OWNERS, IN RELATION TO A \$11,333 PROPERTY IMPROVEMENT GRANT APPROVED FOR THE JB WOODWORKS BUILDING, ALSO KNOWN AS THE MOODY BUILDING LOCATED AT 206 S. 3RD ST**

STAFF REPORT:

Exhibit A: Property Improvement Grant Agreement

ACTION: MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO SIGN A DEVELOPMENT AGREEMENT WITH JIM AND BRENDA HOILAND, OWNERS OF THE JB WOODWORKS BUILDING, ALSO KNOWN AS THE MOODY BUILDING LOCATED AT 206 S. 3RD ST.

OTHER

ADJOURN

Agenda Bill
Harrisburg Redevelopment Agency
Harrisburg, Oregon

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THIS AGENDA BILL IS DESTINED FOR: Regular Agenda – May 28, 2024

BUDGET IMPACT		
COST	BUDGETED?	SOURCE OF FUNDS
\$11,333	YES	HRA – 2024/2025 fiscal year

STAFF RECOMMENDATION:

Staff recommends approval of the attached agreement

BACKGROUND INFORMATION:

At the meeting held on May 14, 2024, the HRA Board approved a Property Improvement Grant for Jim & Brenda Hoiland, owners of the JB Woodworks Building, located at 206 S. 3rd St. The project approved is a reimbursement grant for \$11,333. The work includes cleaning, repair, and replacement of the membrane roof of the structure, as well as the replacement of 9 windows.

The application met all of the eligibility standards required by the HRA Property Improvement Grant Program, and therefore was approved with no changes. The agreement shown in **Exhibit A** is the standard document for the HRA in relation to Property Improvement Grants.

REVIEW AND APPROVAL:

Michele Eldridge

05.23.24

Michele Eldridge, Executive Director Date

Property Improvement Grant Agreement

This Property Improvement Grant Agreement, hereinafter referred to as the "Agreement", dated this ____ day of May, 2024, is made and entered into by and between the HARRISBURG REDEVELOPMENT AGENCY, an urban renewal agency of the City of Harrisburg, Oregon, hereinafter referred to as "HRA," and Jim and Brenda Hoiland, property owners, hereinafter referred to as '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 HRA Board.

HRA agrees to pay to the OWNERS a sum not to exceed Eleven Thousand, Three Hundred Thirty-Three and No/100 (\$11,333) 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.

The sum set forth above shall be used exclusively for building improvements; namely, the cleaning, repair, and recoating of membrane roofing surface, as well as replacing 9 windows for the property located at 206 S. 3rd St., Harrisburg, OR 97446, more particularly described as 15S04W16AA, Tax Lot 08000, owned by Jim and Brenda Hoiland, also known as the "PROJECT", in accordance with the pre-approved plans submitted with the OWNERS application ("PLANS") for the Grant.

Construction on this PROJECT may begin only after this Agreement is approved and signed. If 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.

The Grant will be paid to the OWNERS by HRA 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 HRA by the OWNERS.

The PROJECT must be completed within twelve (12) months of the date of this Agreement. Upon completion of the PROJECT, HRA staff must be contacted for a site inspection. HRA 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, HRA shall not be obligated to issue the Grant to the OWNERS.

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

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 proof of payment attached.

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 \$11,333. The OWNERS acknowledge that the cost of the PROJECT may exceed the maximum amount of the Grant and the equivalent matching funds. 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 HRA or any person or entity affiliated with HRA.

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

OWNERS shall indemnify, protect, defend, and hold HRA, 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 HRA. Nothing in this Agreement should be interpreted as imposing any liability on HRA beyond the limits of the Oregon Tort Claims Act.

From the date the PROJECT is commenced until the date of its completion, 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: \$2,000,000 Per Occurrence/ \$2,000,000 General Aggregate/ \$2,000,000 Products and Completed Operations Aggregate. 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.

Should the above-described insurance policy be subject to cancellation or termination prior to the completion of the Project, OWNERS shall notify HRA in writing by certified mail, return receipt requested, 30 days prior to the cancellation or termination date of such policy. OWNERS shall furnish acceptable insurance certificates to HRA, 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 that HRA is an Additional Insured (and/or Subrogation is Waived) subject to the terms and conditions and/or respective to the work under this Agreement. 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 HRA.

Any documents or notices required or permitted to be given to HRA or to OWNERS shall be sent by 1st class mail. 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 **HRA** shall be sent to:

Harrisburg Redevelopment Agency
PO Box 378
Harrisburg, OR 97446

Notices or documents to OWNERS shall be sent to:

Brenda & Jim Hoiland
28755 Jager Lane
Junction City, OR 97448

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

OWNERS are independent pursuant to this Agreement and shall not, in any way, be an affiliate, subsidiary, officers, agents or employees of HRA. OWNERS agree that HRA 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 OWNERS may be required by law or contract to provide to its employees, officers, agents, or contractors. OWNERS agree that they shall not sue or file a claim, petition, or application therefore against HRA, its officers, employees, agents, representatives, or sureties with respect to such benefits. OWNERS shall not have any authority to bind HRA, 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 HRA except as authorized in writing by HRA. OWNERS represent that they are authorized to execute this Agreement on behalf of OWNERS and to bind OWNERS hereto.

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.

This Agreement is for the exclusive benefits of OWNERS and HRA. 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.

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.

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.

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 OWNERS should lead to liability or government enforcement action against HRA, OWNERS shall be required to defend such action and to indemnify HRA for all costs incurred including without limitation any costs of required response actions and attorney fees. HRA will not assume responsibility for compliance

with federal or state environmental requirements relating to OWNERS construction activities under this Agreement but will cooperate to the extent practical and consistent with its codes and policies.

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.

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 officers, members and/or managers, as applicable, effective on the date set forth above.

HARRISBURG REDEVELOPMENT AGENCY

By:

Executive Director HRA

ATTEST:

City Recorder

OWNERS

By:

OWNER – Brenda Hoiland

OWNER – Jim Hoiland

DATE: _____