



URBAN RENEWAL AGENCY

Wednesday, June 05, 2024 at 6:00 PM
HYBRID: Council Chambers & ZOOM (details below)

AGENDA

ROLL CALL

CONSENT AGENDA FOR APPROVAL

- [1.](#) Urban Renewal Agency Minutes dated February 7, 2024

OPEN PUBLIC HEARING 6 P.M. - FY 2024-2025 URA BUDGET ADOPTION

DISCUSSION/ACTION ITEMS

- [2.](#) UR-008 Authorizing IGA for Reimbursement of Materials and Services
- [3.](#) UR-009 Adopting FY 24-25 Budget

ADMINISTRATOR REPORT

ADJOURNMENT

VIRTUAL MEETING DETAILS

Join Zoom

Meeting: <https://us06web.zoom.us/j/83133776639?pwd=a50H6RbiudgD3pU5acD1JIdH4gQRap.1>

Passcode: 951172

Meeting ID: 831 3377 6639

Call in: 1 253 215 8782

The meeting will be held via Zoom and in person in the Council Chambers at City Hall, 265 Strand Street, Plaza Entrance, St. Helens, Oregon. The meeting location is accessible to persons with disabilities. 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 City Hall at 503-397-6272.

Be a part of the vision and get involved...volunteer for a City Board or Commission! For more information or for an application, go to www.sthelensoregon.gov or call 503-366-8217.



URBAN RENEWAL AGENCY

Wednesday, February 07, 2024 at 6:00 PM

DRAFT MINUTES

PRESENT

Vice Chair Jessica Chilton (via ZOOM)
 Agency Member Rick Scholl
 Agency Member Brandon Sundeen
 Agency Member Russell Hubbard
 Agency Member Mark Gundersen

STAFF PRESENT

Agency Administrator John Walsh
 Community Development Project Manager Jennifer Dimsho
 Finance Director Gloria Butsch
 Deputy City Recorder Lisa Scholl

OTHERS PRESENT

Elaine Howard
 Steven Toschi
 Tina Curry
 Brady Preheim
 Greg and Lynne Pettit (via ZOOM)

ROLL CALL

Agency Member Rick Scholl was asked by Vice Chair Jessica Chilton to run the meeting because she was under the weather participating on ZOOM. Agency Member Scholl called the meeting to order at 6:01 p.m.

CONSENT AGENDA FOR APPROVAL

1. Draft Minutes dated April 6, 2022

Motion: Motion made by Agency Member Gundersen and seconded by Agency Member Sundeen to approve the draft minutes dated April 6, 2022. **Vote:** Yea: Agency Member Scholl, Vice Chair Chilton, Agency Member Sundeen, Agency Member Hubbard, and Agency Member Gundersen.

PUBLIC COMMENT

Preheim, Brady. His job is to hold the Council accountable. He's not here to be their friend. He feels they have not done a good job, and he cited examples of why he feels that way. The levy is not enough to do what they need, and he does not think it will pass.

Toschi, Steve. He has a few questions for the Urban Renewal Agency (URA). How much potential debt can they borrow? What has been spent? He would like to see budgeting for the URA during the City Budget process. He feels there needs to be a mechanism for money management.

DISCUSSION/ACTION ITEMS

2. Chair/Vice Chair Selection

Motion: Motion made by Agency Member Scholl and seconded by Agency Member Hubbard to elect Vice Chair Chilton to Chair and Agency Member Sundeen to Vice Chair. **Vote:** Yea: Agency Member Scholl, Vice Chair Chilton, Agency Member Sundeen, Agency Member Hubbard, and Agency Member Gundersen.

3. Urban Renewal Basics & Upcoming Budget Process Presentation

Agency Administrator John Walsh introduced Elaine Howard. Elaine helped write the City's plan back in 2016-2017. She has been doing Urban Renewal planning across the state since 2006. She reviewed a presentation which is included in the packet for this meeting. She explained what an URA is, how it works, the lifespan, and reviewed a best practices manual that is available on the City's website.

There was a small discussion on how to amend the URA boundary.

Agency Administrator Walsh and Project Manager Jennifer Dimsho talked about the adoption process of the City's URA in 2017, the purpose and goals, the URA project categories, and specific projects within the plan. Dimsho also reviewed the original URA boundary, and the boundary as amended in 2020. Walsh reviewed an updated URA assessed value forecast and revenue forecast with the closure of Cascades Tissue.

Finance Director Gloria Butsch talked about the biennial budget process which was used for FY 22-23 and FY 23-24. A supplemental budget hearing is tentatively scheduled for March 20, 2024, for FY-23-24 because we anticipate having expenditures. Currently the budget has all funds placed in contingency. She recommends returning to an annual budget process (as opposed to a biennial budget) due to the current economic climate. The URA agreed that an annual budget allows more opportunity to revisit projections and budget more accurately. For FY 24-25, a URA Budget Committee is tentatively scheduled for May 16, 2024, with an anticipated URA adoption on June 5, 2024.

Agency Administrator Walsh talked about how the URA could fund pay for the administrative costs and the staff time spent on work related to the URA. Dimsho added that they have a spreadsheet showing all of the consulting fees related to URA and financial projections dating back to the plan creation in 2017. Butsch said the supplemental budget will likely include those costs. This could help some with the shortfalls in the City's FY 24-25 General Fund.

Butsch talked about the URA documents, including all the required audits, budgets, and reports. They are all uploaded on the City's URA website.

Steve Toschi asked if 100% of the assessed value from a condo built in the Waterfront Development area would go to URA? Agency Member Scholl said yes. Project Manager Dimsho clarified that it is 100% because it's currently owned by the City and currently has no taxable value.

There was a discussion about when and how a façade improvement grant and/or loan program could kick off.

ADMINISTRATOR REPORT

There was no administrator report.

ADJOURNMENT

Agency Member Scholl adjourned the meeting at 7:18 p.m.

City of St. Helens
RESOLUTION NO. UR-008

**A RESOLUTION AUTHORIZING AN INTERAGENCY AGREEMENT FOR
REIMBURSEMENT OF MATERIALS AND SERVICES FOR ACTIVITIES
RELATING TO PREPARATION, ADOPTION, AND IMPLEMENTATION OF THE
ST HELENS URBAN RENEWAL PLAN**

WHEREAS, the St. Helens Urban Renewal Plan (the "**Plan**") was approved and adopted by the St. Helens City Council by Ordinance No. 3217, dated August 16, 2017, establishing the Urban Renewal Agency for the City of St. Helens (the "**Agency**").

WHEREAS, the City of St. Helens has experience in the provision of administrative services for local governmental activities including the areas of budgeting, financial reporting, planning, project management, engineering, and constructing public improvements, and desires, pursuant to ORS 457.320, to assist the Agency in the planning and carrying out the Plan by providing all administrative and development services necessary and proper for carrying out the Agency's duties and responsibilities related to administering and implementing the Plan; and

WHEREAS, Chapter 3 of the Plan states that revenues obtained by the Agency may be used to pay or repay the costs, expenses, advancements, and indebtedness incurred in the Plan preparation, undertaking project activities, and exercising any of the powers granted by ORS Chapter 457 in connection with the implementation of the Plan; and

WHEREAS, ORS 190.010 authorizes the City and the Agency, and the City and Agency desire, to enter into an Agreement whereby the City provides administrative and development services to the Agency; and

WHEREAS, ORS 294.468 allows local governments to borrow money internally, provided such a loan is authorized by an official resolution; and

WHEREAS, the City and the Agency desire to clarify the relationship between them with respect to administrative services provided by the City to the Agency, the Agency's obligation to pay for those services, and various other issues related to their relationship as separate legal entities working towards completion of the Plan;

NOW, THEREFORE, the Urban Renewal Agency of the City of St. Helens resolves as follows:

Section 1. Exhibit A, Intergovernmental Agreement between the City of St. Helens and the St. Helens Urban Renewal Agency is hereby adopted.

Section 2. This resolution shall take effect immediately upon adoption.

Passed and adopted by the St. Helens Urban Renewal Agency this 5th day of June, 2024, by the following vote:

Ayes:

Nays:

Jessica Chilton, URA Chair

ATTEST:

Jennifer Dimsho, URA Secretary

INTERGOVERNMENTAL AGREEMENT

between the

CITY OF ST HELENS AND THE ST HELENS URBAN RENEWAL AGENCY

THIS INTERGOVERNMENTAL AGREEMENT ("**Agreement**") is dated June 5, 2024, and is entered into between the City of St. Helens, Oregon ("**the City**"), and the Urban Renewal Agency of the City of St. Helens, ("**the Agency**"), established under ORS Chapter 457 and duly activated by the City. The parties hereby agree as follows:

Findings

- 1) The St. Helens Urban Renewal Plan ("**the Plan**") was approved and adopted by the St. Helens City Council by Ordinance No. 3217, dated August 16, 2017, establishing the Agency.
- 2) The Agency is a public body, corporate and politic, duly activated by the City, exercising its powers to engage in urban renewal activities as authorized under ORS 457, the St. Helens Municipal Code, and the Plan.
- 3) The City has experience in the provision of administrative services for local governmental activities including the areas of budgeting, financial reporting, planning, project management, engineering, and constructing public improvements, and desires, pursuant to ORS 457.320, to assist the Agency in the planning and carrying out the Plan by providing all administrative and development services necessary and proper for carrying out the Agency's duties and responsibilities related to administering and implementing the Plan.
- 4) Chapter 3 of the Plan states that revenues obtained by the Agency may be used to pay or repay the costs, expenses, advancements, and indebtedness incurred in the Plan preparation, undertaking project activities, and exercising any of the powers granted by ORS Chapter 457 in connection with the implementation of the Plan.
- 5) ORS 190.010 authorizes the City and the Agency, and the City and Agency desire, to enter into an Agreement whereby the City provides administrative and development services to the Agency.
- 6) The City and the Agency desire to clarify the relationship between them with respect to administrative services provided by the City to the Agency, the Agency's obligation to pay for those services, and various other issues related to their relationship as separate legal entities working towards completion of the Plan.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Article 1: Term and Termination.

Section 1.1: Term and Termination. This Agreement becomes effective upon the date of the last signature hereon, and continues in full force and effect until the Agency is dissolved or terminated, unless sooner terminated as provided herein. This Agreement may be terminated at any time by either party by giving the other party not less than 30 days written notice of that party's intent to terminate this Agreement.

Article 2: Duties of the City

Section 2.1: Employees Provided by the City. The City shall provide, where available by the City, administrative and development services on an as-needed basis to the Agency to undertake urban renewal activities as set forth in adopted urban renewal plans, including but not limited to: staff support for public meetings including the preparation of meeting notices, agendas, minutes and mailings; record keeping including filing Agency resolutions; budget preparation, accounting, and financial reporting; contract procurement and administration; real estate procurement and property management; project engineering and project management services; planning related to plan administration and implementation, project development; and economic development services and other duties and functions as may from time to time be required by the Agency. In so doing, the City shall provide such services in compliance with the laws of the State of Oregon, and in accordance with the Plan and this Agreement. Nothing herein shall be construed as prohibiting the Agency from contracting with third parties to provide all or a portion of staff services.

Section 2.2: Consideration. The Agency may reimburse the City for all reasonable costs incurred by the City in providing administrative and development services pursuant to this Agreement. This includes expenses to provide services to the Agency to prepare the Plan, any amendments, financial projections updates, and any other consultant fees related to the Plan's implementation. No interest will be charged during this time for repayment.

The City shall provide to the Agency as provided in Section 2.5, an invoice made by the City in providing administrative and development services pursuant to this Agreement. As set forth below, personnel costs shall be determined by hourly rate, and by position, according to the City's annual budget, inclusive of wages, salary, and benefits costs.

Section 2.3: City Staff Time. City staff time spent on providing services to the Agency shall be separately recorded and documented for purposes of determining the appropriate reimbursement to the City in accordance with Section 2.2. It is the intent of the parties that the services performed by City employees on behalf of the Agency shall not interfere with the ability of such employees to carry out their duties and responsibilities for the City.

Section 2.4: City Facilities and Equipment. City staff working on behalf of the Agency are authorized to utilize City office space, furnishings and equipment, including but not limited to telephones, fax machines, printers, photocopiers, computers, office supplies and similar equipment, to carry out Agency business.

Section 2.5: Invoices. The City shall submit to the Agency invoices detailing the specific services rendered by the City and other expenses incurred by the City on behalf of the Agency.

Section 2.6: Employee Status of City Staff. The parties agree that City Staff assigned to perform services and duties for the Agency as part of this Agreement are employees of the City only and that the City has final and exclusive authority over decisions to hire, terminate and discipline City Staff employed by the City and assigned to support and implement the Agency Plan.

Article 3: Duties of the Agency

Section 3.1: Agency Reimbursement of City Costs. The Agency shall reimburse the City for costs incurred by the City in providing services and supplies pursuant to this Agreement. Unless the Agency objects to an invoice submitted by the City within 30 days of the date of the invoice, the Agency shall be deemed to approve the invoice for payment to the City and the Agency must make payment to the City as required in Section 2.2.

Article 4: Conflicts

Section 4.1: Conflict. The City reserves the right to withhold any administrative support due to conflicts of interest and/or instances in which limited resources are available.

Article 5: Non-Agency Relationship

Section 5.1: 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.

Article 6: Indemnification

Section 6.1: Indemnification. The City agrees to save and hold harmless the Agency against all claims, suits, or actions whatsoever which arise out of the or result from the negligent or intentional acts of the City's officials, employees and agents as providing the services pursuant to this Agreement.

Article 7: Insurance

Section 7.1: Insurance. Each party shall maintain in force, at its own expense, worker compensation insurance for all covered workers of that party in compliance with Oregon law, and general liability insurance in amounts not less than the limits of the Oregon Tort Claims Act as it may be amended from time to time.

Article 8: Modification

Section 8.1: 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.

Section 8.2: Either party may cancel this agreement at any time with or without cause by giving thirty (30) day notice in writing and delivered in person or by certified mail to the other party.

Article 9: Waiver

Section 9.1: 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.

Section 10: Severability.

Section 10.1: 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 11: Entire Agreement

Section 11.1: Entire Agreement. This Agreement sets forth the entire understanding between the parties with respect to the subject matter of this Agreement, and supersedes any and all prior understandings and agreements, whether written or oral, between the parties with respect to such subject matter.

IN WITNESS WHEREOF, the City and the URA have executed this Intergovernmental Agreement as of the date indicated above.

For the City of St. Helens, Oregon

For the St. Helens Urban Renewal Agency

Rick Scholl, Mayor

Jessica Chilton, URA Chair

City of St. Helens
RESOLUTION NO. UR-009

A RESOLUTION OF THE CITY OF ST. HELENS URBAN RENEWAL AGENCY
ADOPTING THE BUDGET FOR THE 2024-2025 FISCAL YEAR, MAKING
APPROPRIATIONS, DECLARING THE TAX INCREMENT, AND COLLECTING
THE MAXIMUM AMOUNT OF THE DIVISION OF THE TAX

ADOPTING THE BUDGET

BE IT RESOLVED, that the Board of Directors of the City of St. Helens Urban Renewal Agency hereby adopts the budget for the fiscal year 2024-2025 in the total of \$3,650,954, on file at the City of St. Helens, 265 Strand Street, St. Helens, Oregon.

MAKING APPROPRIATIONS

BE IT FURTHER RESOLVED, that the amounts for the for the fiscal year beginning July 1, 2024, and for the purposes shown below are hereby appropriated:

Capital Outlay	\$3,000,000
Contingency	<u>650,954</u>
Total	\$3,650,954

DECLARING TAX INCREMENT

BE IT FURTHER RESOLVED, that the Board of Director of the City of St. Helens Urban Renewal Agency hereby resolves to certify to the County Assessor for the City of St. Helens Urban Renewal Plan Area a request for the maximum amount of revenue that may be raised by dividing the taxes on Section 1c, Article IX of the Oregon Constitution and ORS Chapter 457.

Passed and adopted by the City of St. Helens Urban Renewal Agency this 5th day of June 2024, by the following vote:

Ayes:

Nays:

Jessica Chilton, Chair

ATTEST:

Jennifer Dimsho, Agency Secretary



City Of St. Helens Urban Renewal Agency

APPROVED

Adopted Budget

FY 2025

www.sthelensoregon.gov



May 16, 2024

St. Helens Urban Renewal Agency Board of Directors,
Members of the Budget Committee,
Members of the St. Helens Community

It is our pleasure to present to you the FY2025 proposed budget for the St. Helens Urban Renewal Agency (SHURA). This will be the first year since the formation of the SHURA where funds will be appropriated in categories other than in contingency. For the past seven years, the SHURA has been collecting resources to ensure and enable the Agency to advance the priority infrastructure projects identified in the adopted St. Helens Urban Renewal Agency Plan. This plan and project list is available on the City's website at <https://www.sthelensoregon.gov/urban>.

The proposed budget appropriates \$3 million in Capital Outlay to support the Riverfront District Streets and Utilities Extension Project, and for Phase I of the Riverwalk Project. These two projects focus on improving key streets and intersections in the downtown Riverfront District, extending utilities onto the City's Riverfront property, and improvements along the Columbia River in Columbia View Park. These projects will set the groundwork for future public amenities and private investment on the City's Riverfront property. For more information, see the project page on the City's website:

<https://www.sthelensoregon.gov/waterfront/page/streets-and-utilities-extension-project>

<https://www.sthelensoregon.gov/waterfront/page/riverwalk-project>

To date the projects have been accounted for primarily in the City of St. Helens Community Development Fund. The resources for project expenditures include a loan (IFA loan) and grants administered by the State. Additionally, some eligible expenditures are accounted for in the City's SDC Funds. As of June 30, 2024, draws from the IFA loan will be \$8,147,075 and the balance of the loan will be used in FY2025.

Maximum indebtedness (MI) for the SHURA is \$62,000,000. This is measured by the project expenditures of the Agency. By June 30, 2025, the amount of MI used by the SHURA is expected to be \$17,546,875. Project expenditures that are financed by system development charges (SDC's) are not counted against the MI.

The SHURA is projected to receive less than forecasted property tax (TIF) revenue for fiscal years 2024 and 2025 due to the departure of Cascades Tissue. However, staff are optimistic that the impact of their departure will be a short period. Private investment on the City's waterfront redevelopment project, reactivation at the mill site with a new paper manufacturer, and reactivation at the former Armstrong World Industries site all have potential to improve the financial outlook for the SHURA in the long term.

In the future, the City of St. Helens may request reimbursement of expenses from previous years that were related to the SHURA. Currently, City staff is recommending that it wait to seek any reimbursement of SHURA expenses from previous years to ensure successful completion of the City's infrastructure projects that are underway. These expenses can include SHURA planning fees and professional services along with a percentage of staff time that was used to create and administer the SHURA. These expenses are tracked in our financial system if the City chooses to seek reimbursement in the future from the SHURA.

For fiscal years 2023 and 2024, the SHURA budget was adopted in the biennial format. This year, staff are recommending adopting the budget on an annual basis, at least until there becomes stability in city's the industrial area.

Sincerely,

John Walsh, Agency Administrator

Gloria Butsch, Agency Finance Director

Jennifer Dimsho, Agency Secretary & Community Development Project Manager

Urban Renewal Agency		2021-22	2022-23	2023-24	2023-24	2024-25	2024-25
		Actual	Actual	Adopted	Est YE	Proposed	Approved
RESOURCES							
LOCAL TAXES							
801-000-31001	Property Taxes	715,779	1,058,137	864,000	1,172,000	480,000	480,000
MISCELLANEOUS							
801-000-37001	Interest	-	44,257	-	85,000	40,000	40,000
801-000-37004	Miscellaneous	-	2,453	-	-	-	-
TOTAL MISCELLANEOUS		-	46,710	-	85,000	40,000	40,000
FUND BALANCE AVAILABLE							
801-000-39001	Beginning Fund Balance	53,328	769,107	1,250,000	1,873,954	3,130,954	3,130,954
TOTAL RESOURCES		769,107	1,873,954	2,114,000	3,130,954	3,650,954	3,650,954
EXPENSES							
MATERIALS AND SERVICES							
801-000-52019	Professional Services	-	-	-	-	-	-
CAPITAL OUTLAY							
801-000-53001	Capital Outlay	-	-	-	-	3,000,000	3,000,000
CONTINGENCY							
801-000-58001	Contingency	-	-	2,114,000	-	650,954	650,954
ENDING FUND BALANCE		769,107	1,873,954	-	3,130,954	-	-
TOTAL EXPENSES		769,107	1,873,954	-	3,130,954	3,650,954	3,650,954