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**Hood River Urban Renewal Agency**

211 Second St.  
Hood River, OR 97031  
(541) 386-1488  
www.cityofhoodriver.com

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April 12, 2021

**AGENDA**

6:00 p.m.

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URA Members: Kate McBride, Chair  
Hoby Streich  
Jessica Metta

David Meriwether  
Megan Saunders  
Erick Haynie

Mark Zanmiller  
Tim Counihan  
Gladys Rivera

*All public meeting locations are accessible. Please let the City Recorder know if you will need any special accommodations to attend any meeting. Call (541) 387-5212 for more information. Oregon Relay Service 1-800-735-2900*

The City of Hood River is taking steps to limit exposure and spread of COVID-19 (novel coronavirus). In support of state and federal guidelines for social distancing, the City of Hood River will hold this meeting by using Zoom Conferencing.

**Please use the following phone number or video link:**

<https://us02web.zoom.us/j/87475696829>

**(253) 215 8782**

**Meeting ID: 874 7569 6829**

Members of Urban Renewal Agency and City staff will participate by Zoom, they will not be on site at City Hall during the meeting. The audio recording of the meeting will be posted shortly after the meeting on the City's website. Please check the City's website for the most current status of planned public meetings.  
<https://cityofhoodriver.gov/administration/meetings/>

I CALL TO ORDER

II AGENDA ADDITIONS OR CORRECTIONS

III APPROVAL OF MINUTES – January 11, 2021

Pages 3-4

IV BUSINESS FROM THE AUDIENCE

Urban Renewal Agency encourages community members to talk about issues important to them. If you wish to speak during "Business from the Audience", there are two options to choose from:

1. Submit written comments to the City Recorder at [j.gray@cityofhoodriver.gov](mailto:j.gray@cityofhoodriver.gov) by Monday, April 12, no later than 12 noon in order to distribute to the City Council in one packet for review by 3pm. All comments will be added to the record.

2. To address Council during Business for the Audience, email the request (name of speaker and topic) to [j.gray@cityofhoodriver.gov](mailto:j.gray@cityofhoodriver.gov) by Monday, April 12, no later than 12 noon. Please specify the topic your testimony addresses. Testimony will go in order of requests received. Attendees that have registered will be unmuted by the IT Administrator for 3 minutes to address the URA. Public comment will be by audio only. At the URA Chairs discretion, public comments may be received prior to a specific topic of relevance during the meeting.

- V     REGULAR BUSINESS ITEMS
  - 1. Stormwater Line Intergovernmental Loan Agreement, W. Norris     Pages 5-9
- VI    ITEMS FROM AGENCY MEMBERS
- VII   ADJOURN

**Urban Renewal Agency**  
**Regular Meeting**  
**January 11, 2021**

Present: Chair Kate McBride, Vice Chair David Meriwether, Mark Zanmiller, Megan Saunders, Tim Counihan, Jessica Metta, Erick Haynie, Gladys Rivera

Staff: City Manager Rachael Fuller, Finance Director/ACM Will Norris, City Attorney Dan Kearns, Fire Chief Leonard Damian, Police Chief Neal Holste, Public Works Director Mark Janeck, Senior Project Manager Wade Seaborn, City Recorder Jennifer Gray, GIS Analyst Jonathan Skloven-Gill, Haley Ellett

Absent: Hoby Streich

I CALL TO ORDER – McBride opened the meeting at 6:10 p.m.

II AGENDA ADDITIONS

III APPROVAL OF MINUTES

**Motion:** To approve the meeting minutes of December 14, 2020 as written  
**First:** Saunders  
**Second:** Counihan  
**Discussion:** None  
**Vote:** Motion passed unanimously

IV BUSINESS FROM THE AUDIENCE

V REGULAR BUSINESS ITEMS

1. Urban Renewal Advisory Committee Appointment

The Urban Renewal Advisory Committee (URAC) meets monthly to review urban renewal plans and provide recommendations to the Urban Renewal Agency Board on urban renewal projects, contract awards, plan amendments, and budget needs.

URAC membership is defined by Resolutions 2012-18 & 2012-28. The URAC consists of seven members. Six of the members are from the public at large who are either property owners or designees of property owners in the City or registered electors residing within the City for at least one year. One member is a City Planning Commissioner. URAC members who are electors in the City of Hood River also serve on the Urban Renewal Agency Budget Committee.

Terms for two seats on the URAC expired on 12/31/2020. The URAC vacancies were

advertised on the City website, in the Columbia News, emailed to the Urban Renewal email list, and posted on social media. Three (3) applications from qualified applicants were received, including two (2) incumbents that wish to be reappointed for a subsequent term. A reappointment will extend through 12/31/2023.

Staff's recommendation is to conduct interviews, deliberate, and select appointments for the two Urban Renewal Advisory Committee vacancies.

The virtual meeting environment creates challenges for the typical voting process. Two recommended processes are:

- a) Make of direct motion for two candidates to avoid the need for ballot voting
- b) Vote for 1st and 2nd choice applicants via the chat function. 1st choice votes receiving two points and 2nd choice votes receiving one point. Staff can tally and report point counts.

The URA Board interviewed Jack Trumbull and Amanda Goeke. Tina McNerthney was not present during the interview.

Council agreed to make a direct motion for two candidates, rather than vote.

**Motion:** I move to reappoint Trumbull and Goeke on the Urban Renewal Advisory Committee.

**First:** Zanmiller

**Second:** Rivera

**Discussion:** None

**Vote:** Motion passed unanimously

VI ITEMS FROM AGENCY MEMBERS

VII ADJOURN – 6:38 p.m. by unanimous consent.

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Kate McBride, Chair

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Jennifer Gray, City Recorder

*Approved by the Agency on* \_\_\_\_\_

# URBAN RENEWAL AGENDA ITEM COVER SHEET

**Meeting Date:** April 12, 2021

**To:** Chair McBride and Urban Renewal Board Members

**From:** Will Norris, Finance Dir. / Asst. City Manager

**Subject:** Stormwater Line Intergovernmental Loan Agreement

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## **Background:**

A seasonal sinkhole developed in 2018 over a collapsed section of stormwater pipeline in the City's Waterfront District. The collapsed corrugated metal pipeline was installed by the Army Corps of Engineers in the early 1960s. The City Council received a report detailing the least cost replacement plan among several alternatives at their August 12, 2019 meeting. The least cost plan raises and relocates the failing line from underneath several buildings and into the public right-of-way. The least cost solution also diverts stormwater runoff from the south away from the Waterfront District via an enhanced wetland that drains to the Waucoma Basin.

The stormwater line replacement has progressed before all necessary funding as been secured due to its emergency nature. The City Council authorized Phase I Construction at a special meeting on August 31st. This initial phase was necessary to immediately stabilize the sinkhole ahead of winter. This work was completed in the first week of November, 2020. In December 2020, the Urban Renewal Agency adopted Resolution URA-2020-04 dedicating up to the remaining amount of the Waterfront District's maximum indebtedness to the project on an as-needed basis.

The following phases of the construction will occur over the next two to three years and are still undergoing final design and permitting. The City continues to pursue state and federal funding.

## **Discussion:**

The Waterfront District requires \$750,000 in financing to pay the entirety of the \$1,135,200 incurred in Phase I construction of the Waterfront District Stormwater Replacement project. The Waterfront District can repay this amount in Fiscal Year (FY) 2021-22 after November 2021 property tax receipts are collected. The City's Equipment Replacement Fund carries a large balance saved for future large vehicle purchases that may be loaned out on a near-term basis.

An intergovernmental loan agreement is attached with this staff report that makes a one-year loan from the City to the Urban Renewal Agency in the amount of \$750,000. The interest rate is set at 1.00% simple interest or \$7,500. This rate is reasonable given the current Local Government Investment Pool yield of 0.60% which is the Equipment Replacement Fund's only alternative investment option.

**Staff Recommendation:**

Staff recommends approval of the attached interfund loan agreement. Using internal sources of financing is the Agency's cheapest source of capital. Obtaining external financing from a bank or other private source will incur a higher interest rate, include fees, and require staff time to complete applications and develop financing resolutions.

**Alternatives**

Urban Renewal Agency may choose to not borrow funds from the City and instead seek bank financing.

**Proposed Motion:**

"I move that the Agency Board authorize the Agency Administrator to enter into an intergovernmental agreement with the City of Hood River to borrow \$750,000, over a term of one-year, at an interest rate of 1.00%"

**Attachments**

Intergovernmental Repayment Agreement

**INTERGOVERNMENTAL AGREEMENT**  
(Waterfront District Stormwater Line Loan)

DATED: April 12, 2021

PARTIES: CITY OF HOOD RIVER ("City")  
211 2<sup>nd</sup> Street  
Hood River, OR 97031

HOOD RIVER URBAN RENEWAL AGENCY ("Agency")  
c/o City of Hood River  
211 2<sup>nd</sup> Street  
Hood River, OR 97031

**RECITALS**

**Whereas** the Waterfront Urban Renewal Plan Goal 6B is to develop water, sanitary sewer, and storm drainage improvements to support industrial uses, and;

**Whereas** the failure of the Waterfront District Stormwater Line has endangered existing industrial uses and prohibited development of future industrial uses where connection to a viable stormwater line is required, and;

**Whereas** the Urban Renewal Agency adopted Resolution URA-2020-04 dedicating the balance of available waterfront district maximum indebtedness to the waterfront stormwater line replacement project, and;

**Whereas** the City of Hood River moved forward on an emergency basis with Phase I design and construction on the Waterfront District Stormwater Line project, completing work in the winter of 2020; and

**Whereas** the Waterfront District Urban Renewal District does not have the available cash on hand to pay the \$750,000 of the \$1,132,500 incurred for the Phase I construction work; and

**Whereas** the City of Hood River has available capital to lend to the Waterfront Urban Renewal District in anticipation of future tax increment revenues.

**Now, therefore,** the City hereby agrees to loan the Agency \$750,000 to pay the Phase I construction costs.

**AGREEMENT TERMS**

1. Loan Amount. \$750,000 from the City of Hood River to the Hood River Urban Renewal Agency.
2. Project Title. Waterfront District Stormwater Line Replacement.
3. Effective Date: Effective retroactively to January 1<sup>st</sup>, 2021.

4. Interest Rate. One and 0/100 percent (1.00%) simple interest per annum.
5. Repayment. Principle and simple interest (\$7,500) shall be paid in full December 31<sup>st</sup>, 2021.
6. Subordination. City agrees to subordinate its rights under this agreement to any bonded indebtedness incurred by Agency subsequent to the date of this repayment obligation, if subordination is required for the issuance of bonded indebtedness. City agrees to execute any documents consistent with this requirement at Agency's request. Notwithstanding, the Agency does not intend to issue bonds to repay the loan to the City, but instead intends to pay the City from tax increment financing proceeds, as received. The City and Agency hereby agree that the Agency has no obligation to issue bonds to fund reimbursement of this loan to the City.
7. Default. Time is of the essence hereunder. Except for late payments due to insufficient Tax Increment Financing Proceeds paid to the Agency, Agency will be in default if any payment is not made within 30 days after the due date thereof.
8. Remedies. Upon default City may exercise any remedy allowed by law.
9. Binding Effect. This agreement will be binding on and inure to the benefit of the parties and their respective successors and assigns.
10. Assignment. None of the rights, interests, or obligations under this agreement will be assigned by any party without the prior written consent of the other parties.
11. Third Party Beneficiaries. Nothing in this agreement is intended or will be construed to confer on any person, other than the parties to this agreement, any right, remedy, or claim under or with respect to this agreement.
12. Amendment. This agreement may be amended only by an instrument in writing executed by both parties, which writing must refer to this agreement.
13. Equitable Relief. The parties agree that the remedy at law for any breach or threatened breach by a party may be inadequate, and each party will be entitled, in addition to damages, to a restraining order, temporary and permanent injunctive relief, specific performance, appointment of a receiver, and other equitable relief, without showing or proving that any monetary damage has been sustained.
14. Attorney Fees. The prevailing party in any legal action will be entitled to recover reasonable attorney fees from the unsuccessful party as decided by a court of competent jurisdiction after trial or appeal.
15. Notice. Any notices under this agreement will be in writing and effective upon personal delivery to the signatories below or two days after mailing, first class postage prepaid, to a party at the addresses given at the beginning of this agreement, unless changed by written notice to the other parties.

IT IS SO AGREED by the parties, dated on the year and day set forth above.

AGENCY:

\_\_\_\_\_  
Administrator

Approved as to form:

\_\_\_\_\_  
Agency Attorney

CITY:

\_\_\_\_\_  
City Manager

Approved as to form:

\_\_\_\_\_  
City Attorney