



## FAIRVIEW URBAN RENEWAL AGENCY

### Zoom Meeting

Join: <https://zoom.us/j/92590375470>

Meeting ID: 925 9037 5470

Passcode: 1908

Join by Phone: 253-215-8782

### WEDNESDAY, NOVEMBER 4, 2020

1. Call to Order Immediately Following City Council Regular Session  
Roll Call
2. Review and Adopt Minutes: October 21, 2020 (URP 3) (A)
3. Authorize IGA with the City for the Development and Operation of a Food Cart Court: (A)  
Resolution 7-2020 (URP 5-10)  
(Nolan Young, City Administrator)
4. Approve Amendment #1 Urban Renewal Plan: Resolution 8-2020 (URP 11-15) (A)  
(Nolan Young, City Administrator)
5. Adjournment (A)

#### INSTRUCTIONS TO CITIZENS FOR PUBLIC TESTIMONY REGARDING AGENDA ITEMS

Citizens wishing to testify during this meeting are asked to notify the City Recorder, Devree Leymaster at 503-674-6224 or email ([leymasterd@ci.fairview.or.us](mailto:leymasterd@ci.fairview.or.us)) at least 24 hours prior to the start of the meeting. The City strongly encourages individuals, who have the ability, to submit their testimony in writing 24-hours in advance to the City Recorder to ensure delivery of the testimony to the Board. Persons unable to provide written comments in advance are encouraged to notify the City Recorder 24-hours in advance of the meeting so alternative arrangements may be made.

(A) Action requested (I) Information only

NEXT URBAN RENEWAL AGENCY MEETING IS TBD.

The meeting location is wheelchair accessible. 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 503.665.7929.



**MINUTES  
CITY OF FAIRVIEW  
URBAN RENEWAL AGENCY**

October 21, 2020

**Agency Members**

Brian Cooper, Board Chair  
Cathi Forsythe (Absent)  
Mike Weatherby (Zoom)  
Keith Kudrna (Zoom)  
Darren Riordan (Zoom)  
Steve Owen  
Balwant Bhullar (Zoom)

**Staff**

Nolan Young, City Administrator  
Allan Berry, Public Works Director  
Lesla Folger, Finance Director (Zoom)  
Heather Martin, City Attorney (Zoom)  
Devree Leymaster, City Recorder

1. Call to Order – 8:30 PM  
Roll Call

2. Review and Adopt Minutes: September 16, 2020

Member Weatherby moved to approve the minutes and Member Owen seconded. The motion passed unanimously.

AYES: 6  
NOES: 0  
ABSTAINED: 0

3. Authorize IGA with the Urban Renewal Agency for Financial Assistance for the Purchase of Tax Lots 100, 200 and 400 on the Southeast Corner of the Intersection of NE Halsey Street and NE Village Street: Resolution 6-2020

City Administrator Young explained the City Council approved the IGA for the URA to provide financial assistance to the City for a property purchase; now asking the URA to authorize the IGA.

Member Weatherby moved to approve Resolution 6-2020 and Member Owen seconded. The motion passed unanimously.

AYES: 6  
NOES: 0  
ABSTAINED: 0

4. Adjournment

Member Owen moved to adjourn the meeting and Member Riordan seconded. The motion passed, and the meeting adjourned at 8:33 PM.

AYES: 6  
NOES: 0  
ABSTAINED: 0

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Devree Leymaster  
City Recorder

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Brian Cooper  
Board Chair

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Date of Signing





# AGENDA STAFF REPORT

MEETING DATE	AGENDA ITEM #	REFERENCE NUMBER
October 21, 2020	3.	2020-07

**TO:** Mayor and City Council  
**FROM:** Nolan K. Young, City Administrator  
**DATE:** October 29, 2020

**ISSUE:**

An Intergovernmental Agreement (IGA) between the Fairview Urban Renewal Agency (URA) and City for the development and operation of a Food Cart Court on the southeast corner of the intersection of NE Halsey Street and NE 223<sup>rd</sup> Avenue.

**RELATED CITY COUNCIL GOAL:**

Goal #5 - Enhance & promote economic development activity.  
High Priority Council Work Plan Action Item #4: Identify one or more vacant or underutilized lots and pursue a private/public partnership to create a preferred development.

**EXHIBITS:**

Exhibit A: Resolution 7-2020  
Exhibit B: Proposed Intergovernmental Agreement

**BACKGROUND:**

The City of Fairview formed the Fairview Urban Renewal Agency (URA) on May 16, 2018. The City Council approved an Urban Renewal Plan to address blight within the boundaries of the URA November 7, 2018.

The City Council, on October 21, approved a lease for the property on the southeast corner of the intersection of an NE Halsey Street and NE 223<sup>rd</sup> Avenue for the purpose of developing and operating a Food Cart Court.

The attached IGA establishes roles for both the City and the URA under the lease and for the development and operation of the Food Cart Court. Below is a brief summary of the responsibilities of each under the IGA.

City will:

- Sign the land lease with the property owner.
- Make available, for the project, the recently purchased property at 22620 NE Halsey Street.
- Take primary responsibility for meeting the obligations of the land lease and the operation, maintenance and management activities associated with the project.

- Provide the City Administrator or their designee as administrative oversight for the project.
- Sign an agreement for management services for the project.
- Oversee the development, design and construction of the project.
- Provide any net revenues it receives from the project to the URA.

URA will:

- Reimburse the City for the value of the time City Staff spends on the project.
- Reimburse the City for any feasibility, development, design and construction costs the City expends on the project.
- Pay the annual property tax payments agreed to under the lease.
- Pay the City utility charges due from the time the lease is signed until the Food Cart Court is open to the public.

**BUDGET IMPLICATIONS:**

The URA will reimburse the City for any staff or out-of-pocket costs it has for the development and operation of the Food Cart Court. It is estimated that the development cost will be between \$1.5 and \$2 million. The lease amount will be \$1,100 a month after the facility opens. We anticipate that property tax will be between \$15,000 and \$25,000.

**CITY COUNCIL ALTERNATIVES:**

1. Staff Recommendation: Move to adopt Resolution 7-2020. This will authorize the Agency Chair to sign the proposed IGA.
2. Amend either Resolution 7-2020 or the proposed IGA.
3. Delay action on Resolution 7-2020 to allow for further consideration.



Exhibit A

**RESOLUTION**  
**(7-2020)**

**A RESOLUTION OF THE FAIRVIEW URBAN RENEWAL AGENCY BOARD  
AUTHORIZING THE BOARD CHAIR TO SIGN AN INTERGOVERNMENTAL  
AGREEMENT FOR THE DEVELOPMENT AND OPERATION OF A FAIRVIEW  
FOOD CART COURT ON THE SOUTHEAST CORNER OF THE INTERSECTION  
OF NE HALSEY STREET AND NE 223<sup>RD</sup> AVENUE**

**WHEREAS**, the City of Fairview formed the Fairview Urban Renewal Agency on May 16, 2018;  
and

**WHEREAS**, the City Council on November 7, 2018 adopted the Fairview Urban Renewal Plan  
(Plan) to address blight within the Urban Rental Agency (URA) boundary; and

**WHEREAS**, the City Council on October 21, 2020 approved a lease for the property on the  
southeast corner of the intersection of NE Halsey Street and NE 223rd Avenue for the purpose of  
developing and operating a Food Cart Court; and

**WHEREAS**, the IGA establishes roles for both the City and the URA under the lease and for the  
development and operation of the Food Cart Court.

**NOW, THEREFORE, BE IT RESOLVED BY THE FAIRVIEW URBAN RENEWAL  
BOARD AS FOLLOWS:**

**Section 1** Authorizes the Board Chair to sign the IGA, attached in substantially the same form  
as Exhibit A, for development and operation of a Food Cart Court on the southeast  
corner of the intersection of NE Halsey Street and NE 223rd Avenue.

**Section 2** This resolution is and shall be effective from and after its passage by the Urban  
Renewal Agency.

Resolution adopted by the Fairview Urban Renewal Agency Board, this 4th day of November, 2020.

\_\_\_\_\_  
Fairview Urban Renewal Agency Board Chair  
Brian Cooper

ATTEST

\_\_\_\_\_  
City Recorder, City of Fairview  
Devree Leymaster

\_\_\_\_\_  
Date

**INTERGOVERNMENTAL AGREEMENT  
FOR THE PROVISION OF ADMINISTRATIVE AND DEVELOPMENT SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) entered into between the City of Fairview, an Oregon municipal corporation (“City”), and the Fairview Urban Renewal Agency, an Oregon quasi-municipal corporation (“Agency”), established under ORS Chapter 457 and duly activated by the City.

**RECITALS**

1. The Agency is a public body, corporate and politic, duly activated by the City, exercising its powers to engage in urban renewal activities in the Urban Renewal Area as authorized under ORS 457 (Urban Renewal), the City of Fairview Municipal Code and the Fairview Renewal Plan (“Plan”).
2. The Agency is in the process of undertaking economic development activities to carry out the Plan.
3. Goals for such economic development activities include creating conditions that are attractive to the growth of existing businesses and attract new businesses to create new jobs and increased asset value in the Urban Renewal Area (Area) by pursuing and providing for purchase, resale, and development and redevelopment of property that is blighted, underdeveloped, or vacant.
4. Programs under the Plan include incentives and assistance for property and/or business owners to encourage quality development or redevelopment that supports the Plan goals. Assistance under this program can include loan to grants and utility system development charges assistance grants.
5. This City is in the process of leasing and constructing a food cart court including approximately 15 food cart pads, a covered building for dining, restrooms, and a management office, utilities, free public Wi-Fi, signage with public art, lighting, parking and landscaping as generally depicted on the site plan attached hereto as Exhibit A (collectively, the “Project”). The Project will be located at 22320, 22420, and 22620 NE Halsey Street (the Property).
6. The City has entered into a Lease Agreement for a portion of the Property executed on October 29 (Lease) to facilitate the Project and is in the process of purchasing additional property for the Project.
7. In addition to using underdeveloped land, the Project will create conditions that are attractive to the growth of existing businesses and attract new businesses and create jobs in the City.
8. The Agency desires to provide financial assistance to the City for the Project as doing so furthers the goals and programs of the Plan.



**NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:**

**Article 1: Funding.**

Section 1.1. Funding from the Agency. The Agency agrees to provide the following funding for the Project:

- 1.1.1 Reimbursement for Services. The Agency shall reimburse the City for the reasonable costs of services provided by the City (e.g. staff time) for the Project. The City shall provide sufficient documentation and detail of services provided to the Agency for the Project.
- 1.1.2 Reimbursement for Project Costs. The Agency shall reimburse the City for the feasibility, development, design, and construction costs that City has or will expend on the Project. The City shall provide sufficient documentation and detail of costs to the Agency for the Project.
- 1.1.3 Taxes. The Agency shall pay all property tax payments due to Multnomah County for the Property as a result of the Project.
- 1.1.4 Utilities. The Agency will pay the City utility charges for the Property from the time the City is responsible for utility charges under the Lease until the Project is open to the public.

Section 1.2. Funding from the City. The City will be responsible for all other costs associated with the Project and agrees to provide all net revenues from the Project to the Agency.

**Article 2: Development of the Property.**

Section 2.1. City's use of the Property. City agrees to develop and use the Property consistent with the goals and programs in the Plan, either on its own, in a partnership or other similar relationship with a developer, management company, or other similar entity.

Section 2.2. Conditions on Sale or Lease of Property. Except as provided in Section 2.3 below, any sublease of the Property shall include an obligation to use the Property for the purposes designated in the Plan. Any such obligations by the purchaser or lessee shall be covenants and conditions running with the land in the sublease agreement.

**Article 3: City Obligations.**

Section 3.1. City Obligations. In addition to the obligations set forth in Article 2 above, the City will have the following obligations with respect to the Project:

- 3.1.1 Lease. Notwithstanding anything to the contrary in this Agreement, the City is responsible for all obligations under the Lease.
- 3.1.2 Property. The City agrees to purchase the property located at 22620 NE Halsey Street and to make this property available for the Project.

3.1.3 Management Agreement. The City is responsible for all obligations under any management agreement that it enters into for the Project.

3.1.4 Oversight. The City, by and through its City Administrator or designee, will have administrative oversight over the Project including but not limited to overseeing the development, design, and construction of the Project.

**Article 4: 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.

**Article 5: 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.

**Article 6: 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 7: 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.

**Article 8: 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.

IN WITNESS WHEREOF, the execution of which having been first duly authorized according to law.

**CITY OF FAIRVIEW**

\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
Date

**THE FAIRVIEW URBAN RENEWAL AGENCY**

\_\_\_\_\_  
Agency Chair

\_\_\_\_\_  
Date



# AGENDA STAFF REPORT

MEETING DATE	AGENDA ITEM #	REFERENCE NUMBER
November 4, 2020	4.	2020-08

**TO:** Mayor and City Council  
**FROM:** Devree Leymaster, City Recorder  
**THRU:** Nolan K. Young, City Administrator  
**DATE:** October 29, 2020

**ISSUE:**

Fairview Urban Renewal Agency Plan amendment to allow Agency and City to purchase, own, lease or develop blighted property.

**RELATED CITY COUNCIL GOAL:**

Goal #5 - Enhance & promote economic development activity.  
 High Priority Council Work Plan Action Item #4: Identify one or more vacant or underutilized lots and pursue a private/public partnership to create a preferred development.

**EXHIBITS:**

Exhibit A: Resolution 8-2020  
 Exhibit B: Proposed Fairview Urban Renewal Plan Amendment

**BACKGROUND:**

The City of Fairview formed the Fairview Urban Renewal Agency (URA) on May 16, 2018. The City Council approved an Urban Renewal Plan to address blight within the boundaries of the URA on November 7, 2018. The URA plan allows for minor amendments of the plan as projects, to address the goals and mission of the plan, develop. The plan also requires that whenever the URA either purchases or assists the City in purchasing property that a minor amendment be made to identify that purchase and the purpose of the purchase.

The City is currently purchasing two blighted properties with the assistance of the URA.

1. 5.1 acres of vacant land on the southeast corner of Halsey and Village Streets.
2. A 0.18-acre parcel at 22620 NE Halsey Street.

The proposed amendment will also allow the City and Agency to lease property or participate in the development and sale to others, including nonprofit agencies property that is purchased, leased or owned by the City.

The City Council approved the proposed Plan Amendment at their October 21 meeting. According to the Plan, section VII. B., minor amendments require approval by the Agency by resolution.

**BUDGET IMPLICATIONS:**

The plan amendment, by itself does not affect the URA budget. The projects that it allows does have an impact. That impact will be discussed as these projects move forward and may involve amendments of the current Fiscal Year budget.

**CITY COUNCIL ALTERNATIVES:**

1. Staff Recommendation: Move to adopt Resolution 8-2020. This will approve the proposed Amendment #1 to the Fairview Urban Renewal Plan.
2. Amend either Resolution 8-2020 or the proposed plan amendment.
3. Delay action on Resolution 8-2020 to allow for further consideration.



Exhibit A  
**RESOLUTION**  
**(8-2020)**

**A RESOLUTION OF THE FAIRVIEW URBAN RENEWAL AGENCY BOARD  
AMENDING THE FAIRVIEW URBAN RENEWAL PLAN TO MODIFY GOALS AND  
OBJECTIVES; MODIFY A PROJECT DESCRIPTION; AND SPECIFY PROPERTY TO  
BE ACQUIRED**

**WHEREAS**, the Fairview City Council (Council) formed the Fairview Urban Renewal (UR) Agency (Agency) on June 6, 2018 and on November 7, 2018 the Council adopted the Fairview UR Plan (Plan) for the Agency; and

**WHEREAS**, Section VII of the Plan defines Minor Amendments to the Plan as all amendments that are not substantial amendments; and

**WHEREAS**, this amendment is to modify the goals and objectives, modify a project description, and specify property to be acquired and is classified as a minor amendment as it is not a substantial amendment to the Plan.

**NOW, THEREFORE, BE IT RESOLVED BY THE FAIRVIEW URBAN RENEWAL  
BOARD AS FOLLOWS:**

**Section 1** Approves the modifications to the Plan as shown in the 1st Amendment attached hereto as Exhibit A.

**Section 2** This resolution is and shall be effective from and after its passage by the Urban Renewal Agency.

Resolution adopted by the Fairview Urban Renewal Agency Board, this 4th day of November, 2020.

\_\_\_\_\_  
Fairview Urban Renewal Agency Board Chair  
Brian Cooper

ATTEST

\_\_\_\_\_  
City Recorder, City of Fairview  
Devree Leymaster

\_\_\_\_\_  
Date

**Resolution 8-2020: Exhibit A – 1<sup>st</sup> Amendment to the Fairview Urban Renewal Plan**

Additions are shown in *italics*. Deletions are shown in ~~crossout~~.

**IV. PLAN GOALS AND OBJECTIVES**

**A. Economy**

Goal 1. Create conditions that are attractive to the growth of existing businesses and attract new businesses to create new jobs and increased assessed value in the Area.

- a) Establish a Loan to Grant Program to encourage private developments.
- b) Provide Utility System Development Charges Assistance.
- c) Provide incentives to Village Live Work developments.
- d) Pursue and provide for *lease*, purchase, resale and development or redevelopment of property.

**VI. URBAN RENEWAL PROJECTS**

**C. Economic Development**

- 1. Incentivize Village Live Work Developments** – Develop a loan/grant program that incentivizes and removes barriers to Live Work developments in the Village.
- 2. Park-n-Ride with Transit and Bike Hub on PPL Property** – Develop and construct a Park-n-Ride Station at the northeast corner of the Fairview Parkway and Halsey Street intersection.
- 3. Purchase, Lease and Resale of Property for Development or Redevelopment** – Purchase, *use funds towards purchase to be owned by the City of Fairview, or lease* property that is blighted, underdeveloped or vacant. ~~R~~remove the obstacles to development and *either participate in development, lease, or resale* of property to *public, non-profit or private* entities that have the interest and capacity to create development that meets the goals of the Agency.
- 4. Public Art** - Install public art in the Area to enhance the community’s uniqueness and create economic development.

## **VIII. PROPERTY ACQUISITION AND DISPOSITION**

### ***D. Property to be Acquired***

*The following property is to be acquired by the Agency or Agency funds will be used for acquisition and ownership by the City of Fairview until which time all or a portion of the property is disposed of for specific development.*

*1. Purchase of 5.1 acres of vacant land on SE corner of NE Halsey and NE Village Streets (tax lot numbers 1 N3E33AB 100, 200 and 400). Agency to provide funds, ownership to be held initially by the City of Fairview.*

*Acquisition will be complete by August 2021 and disposition of all or portions of the property will take place over the 2 to 5 years after acquisition as development plans are completed.*

*2. Purchase of 0.18 acre parcel off Halsey Street on the south side adjacent to a proposed Food Cart site. (Tax lot number 1N3E27CC 5200) Agency to provide funds for purchase of property to be owned by the City during the ten year lease of the adjacent Food Cart site. This site will be used as public parking to support the Food Cart site uses and other Plan purposes and will be retained by the City. At the end of ten years it is intended that the site will be sold to the owner of the adjacent Food Cart site to be use as parking for that site.*

*Acquisition anticipated in October or November, 2020 and potential disposition in 2030.*