

Dundee Urban Renewal Agency
Board Meeting Agenda
February 20, 2018



6:50 pm **Fire Station Community Meeting Room**
801 N. Highway 99W

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- 1. Call to Order**
 - 2. Public Comment:** Speakers will be allowed up to 5 minutes to speak after being recognized by the Chair.
 - 3. Sewer Main Extension Agreement**
 - 4. Agency Member Concerns**
 - 5. Adjourn**

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 in advance of the meeting to Rob Daykin, Executive Director at 503-538-3922.

**AGREEMENT FOR CONSTRUCTION AND FINANCING
OF SEWER MAIN EXTENSIONS**

This Agreement is by and between the City of Dundee, a municipal corporation of the State of Oregon, (“Dundee”) and the Dundee Urban Renewal Agency, a statutory urban renewal agency of the State of Oregon (“DURA”).

RECITALS

WHEREAS, DURA was lawfully established and the Dundee City Council has adopted an urban renewal plan (the “Plan”) in accordance with statutory procedures; and

WHEREAS, Dundee entered into funding agreements with the Oregon Department of Transportation (ODOT) for the construction of sidewalk and streetscape improvements (Project) along Highway 99W between Second Street and Twelfth Street; and

WHEREAS, Dundee lawfully obtained competitive bids and awarded the construction contract for the Project to K&E Excavating Inc. (Contractor); and

WHEREAS, following completion of the Project ODOT will be reconstructing Highway 99W as part of the second phase of sidewalk and streetscape improvements along the highway in Dundee; and

WHEREAS, Dundee is considering a change order with the Contractor to extend the sewer main located in the highway right of way easterly about 30 feet at the Fourth Street and Ninth Street locations so the mains will be located outside of the highway and Project boundaries; and

WHEREAS, extension of the sewer mains will facilitate the development of commercial properties within the Plan located between the highway and the railroad; and

WHEREAS, the extension of the sewer mains with the current Project will avoid significant additional costs if the sewer mains are constructed after the reconstruction of the highway by ODOT and avoid opening a trench in the new highway surface; and

WHEREAS, DURA finds that the construction of sewer main extensions is an eligible project of the Plan; and

WHEREAS, DURA desires that Dundee act as the construction and financing agent of the DURA with regard to the sewer main extensions constructed with the Project with use of city funds; and

WHEREAS, DURA must enter into an agreement issuing or incurring debt payable by DURA to authorize payment of funds to Dundee; and

WHEREAS, Dundee and DURA are authorized to enter into this intergovernmental agreement pursuant to ORS 190.101.

NOW THEREFORE, THE CITY OF DUNDEE AND THE DUNDEE URBAN RENEWAL AGENCY AGREE AS FOLLOWS:

AGREEMENT

1. Dundee agrees to undertake and construct sewer mains at Fourth Street and Ninth Street with city funds at an estimated cost of \$10,000.
2. DURA and Dundee agree that such construction is being undertaken by Dundee as a part of the fulfillment of the DURA Plan and in furtherance thereof, and at the request of DURA.
3. DURA covenants and agrees to repay to the Sewer CIP Fund of Dundee the actual cost of construction of the sewer main extensions with the Project, including construction engineering and inspections, not to exceed \$10,000, no later than December 31, 2019. Dundee and DURA understand and agree that such agreement and covenant shall constitute an indebtedness issued or incurred by DURA to carry out the Plan as such indebtedness is contemplated and authorized pursuant to ORS 457.010 to ORS 437.470.
4. Dundee and DURA understand and agree that the sewer mains constructed and financed pursuant to this agreement shall be owned and maintained by Dundee. DURA shall have no ownership in the sewer mains and shall have no obligation to maintain the sewer mains.
5. Dundee and DURA understand and agree that DURA reserves and maintains its authority to issue or incur additional subordinate or parity debt pursuant to ORS 457.010 to ORS 437.470.
6. This Agreement may be modified by mutual written consent of the parties. Any modification to a provision of this Agreement shall have no effect upon other provisions in this Agreement unless stated in writing.
7. This Agreement shall remain in effect until terminated by the parties as provided in this Section. This Agreement may be terminated by mutual consent of the parties. Termination of this Agreement shall not affect the duties and obligations of the parties that accrued prior to the termination, including any bond loan or other repayment obligations.
8. This Agreement is effective upon the latest date it is executed by the parties below.

IN WITNESS WHEREOF the parties, by the signatures of their authorized representatives, have executed this agreement effective on the date shown below each signature.

CITY OF DUNDEE

DUNDEE URBAN RENEWAL AGENCY

By: _____
David Russ, Mayor

By: _____
David Russ, Chair

Date

Date

ATTEST:

ATTEST:

By: _____
Rob Daykin, City Administrator-Recorder

By: _____
Rob Daykin, Executive Director

Date

Date