



**REGULAR MEETING AGENDA
TOWN HALL
December 16, 2020 – 5:00pm**

This meeting will be held electronically via Zoom. There are two ways to join the meeting:

- 1. You can join the meeting with your computer or smartphone using the following link and password:**
Meeting ID: **878 2512 2587** | Password: **487776**
- 2. You can join the meeting by landline phone or mobile phone by dialing +1 (669) 900-6833 and using the following information:**
Meeting ID: **878 2512 2587** | Password: **487776**

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearingimpaired or for other accommodations for persons with disabilities should be made at least 48 hours in advance of the meeting to the City Recorder at 541-535-1566, ext. 1012.

TURA reserves the right to add or delete items as needed, change the order of the agenda, and discuss any other business deemed necessary at the time of the study session and/or meeting. Study Sessions, Regular and Special TURA meetings are being digitally recorded and will be available on the City website.

Anyone wishing to speak on an agenda item will be given an opportunity to speak once the chair calls for speaks. Public Comment Forms are located at the entrance to the meeting place. Anyone commenting on a subject not on the agenda will be called upon during the “Speakers Heard on Non-Agenda Items” section of the agenda. Comments pertaining to specific agenda items will be taken at the time the matter is discussed by the Board.

- 1. Call to Order/Roll Call**
- 2. Speakers Heard on Non-Agenda Items**
Limited to 5 minutes or less per Board discretion
- 3. Consent Agenda**
The consent agenda consists of items of a repeating or routine nature considered under a single action. Any Board member may have an item on the consent agenda removed and considered separately on request.
- 4. Regular Agenda**
Speakers will be provided the opportunity to offer comments on action items after staff members have given their report and, if there is an applicant, after the applicant has had the opportunity to speak. Action items are expected to result in motions, resolutions, orders, or ordinances.
 - 4.1. Approval of IGA with the Phoenix - Talent School District 3 - 6**
 - 4.2. Discussion of Meeting Audio on the Urban Renewal Agency’s Website 7**
- 5. Items from Executive Director**

6. Items from Chair or Agency Members

7. Adjournment



AGENDA REPORT

Meeting Date: December 16th, 2020
Staff Recommendation: None

Primary Staff Contact: Jon Legarza
Estimated Time: 10 minutes

ISSUE BEFORE THE BOARD

Approval of IGA with the Phoenix - Talent School District

BACKGROUND

In the last meeting, the Board of Directors directed staff and the Agency's attorney to negotiate an IGA with the Phoenix - Talent School District. The Board of the School District met last week to consider and approve the IGA. The IGA now returns to the Agency's Board to approve. Board Approval of this IGA will allow us to approach outside funding partners with a clear document that demonstrates we have a strong, Board approved relationship with the School District.

RECOMMENDATION

Approval

RELATED POLICIES

None

POTENTIAL MOTIONS

"I move to approve the draft IGA between the Urban Renewal Agency of the City of Talent and the Phoenix - Talent School District."

ATTACHMENTS

Phoenix - Talent School District IGA

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement ("Agreement") is entered into by and between THE URBAN RENEWAL AGENCY OF THE CITY OF TALENT, a quasi-municipal corporation of the State of Oregon, acting by and through its duly constituted officers, (hereinafter designated as the "TURA" or collectively as the "parties"), and THE PHOENIX-TALENT SCHOOL DISTRICT, a special government body of the State of Oregon, acting by and through its duly constituted officers, (hereinafter designated as the "District" or collectively as the "parties").

WHEREAS, TURA desires to develop and operate a temporary housing accommodation for 53 lots located on the Gateway Site to provide RV or modular housing to displaced residences by the Almeda Fire;

WHEREAS, without appropriate and available housing, families impacted by the Almeda Fire with students attending Talent Elementary and Middle Schools, particularly families who did not receive FEMA emergency housing funds, will elect to settle outside of the District boundaries rather than remain and rebuild;

WHEREAS, in serving as many as 2,700 students, the District is uniquely positioned to connect with families, particularly those who may not have received FEMA emergency housing funds, and facilitate their accommodation with the Gateway Site housing accommodation; and

WHEREAS, the parties hereto are authorized by the provisions of ORS Chapter 190 to enter into this agreement.

NOW, THEREFORE, in consideration of the undertaking and covenants of each of the parties as hereinafter set forth, it is agreed by and between the parties as follows:

A. TURA Obligations:

1. TURA shall make all reasonable effort to obtain the necessary permits, develop and operate a 53-lot temporary housing accommodation located on the Gateway Site within the City of Talent. Each lot will consist of hard-surfaced pads served by individual water, sewer, power and telecommunications hook-ups. Once improved, these lots will be leased as either a vacant lots or may include donated or otherwise acquired trailers for residential use.
2. TURA agrees to partner with the District in its development of the Gateway temporary accommodation including joint efforts to secure any federal or state funding to help fund the provision of utility infrastructure including high-speed telecommunications connections.
3. TURA agrees to appoint an advisory board to make recommendations with respect to development, operation and management decisions. This board shall include representatives appointed by the District.

4. TURA shall give District families the first opportunity to locate within the Gateway development, with particular priority to those families that did not receive any FEMA emergency relief.

B. District Obligations:

1. District agrees to partner with TURA in the development of the Gateway temporary accommodation including joining in efforts to secure federal or state money to fund necessary improvements.
2. In coordination with TURA, the District shall make all reasonable effort to connect with affected families within the District to inform them of the Gateway accommodation and assist in facilitating their accommodation of District families as a first priority.

C. Term: This Agreement shall commence as set forth below (the "commencement date"), and shall be automatically renewed on each anniversary of the commencement date (the "anniversary date"), provided, however, that the Agreement shall expire of its own terms at the end of the fifth anniversary date. During the term of this Agreement, each party retains the right to terminate the Agreement as of any anniversary date by written notice delivered to the other party no later than 60 days prior to the anniversary date. The parties may terminate this agreement at any time for nonperformance of any material term thereof.

D. Notice: Any notice required pursuant to this Agreement shall be delivered as follows:

If to TURA:

If to the School District: Phoenix-Talent School District No. 4
Attn: Superintendent
POB 698
401 W. 4th Street
Phoenix, OR 97535

E. Indemnification: Each party is responsible, to the extent required by the Oregon Tort Claims Act (ORS 30.260 through 30.300), only for the acts, omissions, or negligence of its own officers, employees or agents. Each party shall maintain at its own expense and keep in effect during the term of this Agreement comprehensive general liability insurance or self-insurance including contractual liability, with minimum limits that are not less than the limits stated in ORS 30.270. To the extent permitted by the Oregon Tort Claims Act, each party (the Indemnifying Party) shall be responsible for and shall indemnify, defend and hold the other (the Indemnified Party) free and harmless from any and all costs, claims, losses, expenses (including but not limited to attorneys' fees),

actions or causes of action, and liability of any nature including, without limitation, liability for any damages to property (whether real or personal) and injury (up to and including death) to persons, suffered by the Indemnified Party directly or from a third-party claim arising out of or relating to the actions of the Indemnifying Party under this Agreement.

- F. Integration: This Agreement sets forth the entire obligation of the parties to each other in connection with the Gateway Site accommodations herein described, and no terms, conditions, understanding or agreement purported to modify or vary the terms of this Agreement shall be binding, unless hereafter made in writing and signed by the affected parties.
- G. Notice of Default. In the event a party determines that a default exists, that party shall give thirty days written notice to the other party, which notice shall specify the nature of the default and shall give the other party an opportunity to cure the default before taking any further action.
- H. Effective and Commencement Date: This Agreement shall be dated as of the last signature date below and shall become effective upon execution by the parties after prior approval of the terms of this Agreement.

WHEREOF, THE URBAN RENEWAL AGENCY OF THE CITY OF TALENT has caused this agreement to be signed and executed by it _____ and THE PHOENIX-TALENT SCHOOL DISTRICT, has caused this agreement to be signed and executed by its Superintendent of Schools.

THE URBAN RENEWAL AGENCY
OF THE CITY OF TALENT

THE PHOENIX-TALENT
SCHOOL DISTRICT

by: _____

by: _____



URBAN
RENEWAL
AGENCY
of the City of Talent

AGENDA REPORT

Meeting Date: December 16th, 2020
Staff Recommendation: None

Primary Staff Contact: Jon Legarza
Estimated Time: 10 minutes

ISSUE BEFORE THE BOARD

Discussion of Meeting Audio on the Urban Renewal Agency's Website

BACKGROUND

Staff has researched the ability to upload meeting audio files to the Wix portal that hosts the Agency's website. Staff has determined that audio can be uploaded on the site; however, there is a 10 GB storage limit for Premium Unlimited plans, which the Agency is subscribed to. This limit applies for all documents uploaded to the site, including images, PDFs with meeting agendas and minutes, previous reports, documents, and budget documentation.

Staff continues to comply with ORS public meeting requirements by posting approved (and draft) meeting minutes on the Agency's website. Staff will present the subscription options in the meeting, if the Board desires to upgrade the plan to host additional content.

RECOMMENDATION

None

RELATED POLICIES

None

POTENTIAL MOTIONS

"I move to direct staff to post meeting audio on the TURA website, and approve additional expenses associated with upgrading the storage on the Agency's website."

ATTACHMENTS

None