

THE URBAN RENEWAL AGENCY OF THE CITY OF WILSONVILLE

RESOLUTION NO. 3

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF THE CITY OF WILSONVILLE AUTHORIZING INTERGOVERNMENTAL COOPERATION AGREEMENT FOR JOINT DEVELOPMENT AND USE OF FACILITIES.

WHEREAS, the Urban Renewal Agency of the City of Wilsonville desires to provide for community recreational facilities within the urban renewal area to serve the community; and

WHEREAS, provision of community recreational facilities with planned high school facilities through joint development, use and cost sharing with the West Linn/Wilsonville School District No. 3J will serve the public interest; and

WHEREAS, an intergovernmental agreement with the West Linn/Wilsonville School District No. 3J, pursuant to ORS Chapters 190 and 457, will serve to outline the terms of cooperation between the parties;

NOW, THEREFORE, THE URBAN RENEWAL AGENCY OF THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

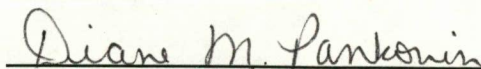
1. The Chairman of the Board of the Urban Renewal Agency of the City of Wilsonville is authorized to enter into the Intergovernmental Cooperation Agreement For Joint Development and Use of Facilities, a copy of which is marked "Exhibit A", attached hereto and incorporated by reference.

PASSED AND ADOPTED this 18th day of May, 1992.



GERALD A. KRUMMEL, Chair

ATTEST:



DIANE PANKONIN, City Recorder Pro Tem



INTERGOVERNMENTAL COOPERATION AGREEMENT FOR  
JOINT DEVELOPMENT AND USE OF FACILITIES

This Agreement is entered into as of the \_\_\_\_ day of May, 1992 by and between West Linn - Wilsonville School District, Clackamas County, Oregon (the "District") and the Urban Renewal Agency of the City of Wilsonville, Oregon (the "Agency"). The District and the Agency hereby agree as follows:

RECITALS

1. The Agency is proposing to undertake urban renewal projects and activities pursuant to an Urban Renewal Plan (the "Plan") for an area within the City of Wilsonville ("Project Area") in accordance with ORS Chapter 457. The Plan has been reviewed by the Planning Commission and approved by the Council of the City of Wilsonville and such other governmental entities as are required by the laws of the State of Oregon.
2. The proposed Plan provides for the development of community recreational facilities to serve the Project Area. The planning of these projects will be conducted on a cooperative basis between the District and the Agency, and all applicable planning and building code requirements of the City will be met. These projects will be directed at fulfilling joint public educational and community recreational purposes. Use of the facilities when built will be scheduled on a cooperative basis.
3. The Agency and the District each find that it is necessary, desirable, and in the sound interest of the community to jointly pursue the planning, acquisition, construction, and equipping of projects which will benefit the public educational and community recreational needs of the Project Area. The District and the Agency each acknowledge the importance of cooperation in the joint planning of activities and projects related to public educational and community recreational facilities to serve the Project Area and the community. The Agency and the District further find that such facilities will contribute materially to the well-being, progress, and development of the community as a whole.
4. The Agency and the District intend to seek voter approval at the June 30, 1992 election for approval of, among other matters, the public educational and community recreational facilities contemplated by this Agreement. If either the measure submitted by the Agency or that submitted by the District is not approved by the voters, it is the intent of the parties to permit the cancellation of this Agreement as provided herein.

Now, therefore, pursuant to the provisions of ORS Chapters 190 and 457 and in consideration of the benefits to accrue to the Agency, the District, the City of Wilsonville,



the community, and the citizens thereof from such projects and activities, the Agency and the District do agree as follows:

## AGREEMENT

### SECTION 1. *Purpose of the Agreement.*

The purpose of this Agreement is to establish and define the mutually agreed guidelines of a relationship which will permit and provide for the common and joint planning and use of public educational and community recreational facilities within the Project Area. Mutual cooperation will broaden the opportunities offered to the citizens of the City and the District, and maximize the use of available facilities. Mutual cooperation will also minimize duplication of resources and conserve public funds.

### SECTION 2. *Eligible Projects.*

The Agency shall have the sole authority to designate the community recreational needs of the Project Area as determined by the Plan. The District shall have the sole authority to designate the public educational needs of the community both within and without the Project Area. The District has submitted to the Agency a report containing a proposed list of school facility improvements to be located within the Project Area. The District took into consideration the community recreational needs designated by the proposed Plan in compiling this list. However, the proposal reflects only the District's current thinking on how to best accomplish the public educational and community recreational facilities contemplated by this Agreement. The Agency and the District each acknowledge that the items on this list may very well change over time as the needs of the Project Area become more certain and defined. The Agency agrees to utilize the list of facilities submitted by the District, as amended from time to time, as the basis for implementing Plan provisions relating to public educational and community recreational activities within the Project Area. The District acknowledges that the actual funding of the Agency's agreed share of the allocated costs of each project actually funded will be subject to the general availability of funds to the Agency and the legal authority of the Agency to expend funds for such purposes. The parties understand that the Agency is limited in its authority to expend funds for facilities or improvements to projects: (1) of a general nature authorized by statute; (2) generally located with the Project Area; (3) serving or benefiting the Project Area (and to the extent they serve or benefit the Project Area); and (4) identified in the Plan. When planning and proposing such projects the parties agree to proceed in good faith and to consider the needs of the other party as well as its own needs. Facilities proposed will be designed, to the extent possible, to meet both the respective requirements of the District for public educational purposes, and the Agency for community recreational purposes, recognizing the financial limitations of each party. The parties further agree to allocate the costs of the facilities on an equitable basis consistent with available funds and the legal authority of the parties to expend such funds for such purposes.



**SECTION 3. *Availability and Priority Project Funding.***

- A. **Agency.** The parties understand and acknowledge that the sole and exclusive source of funding for the Agency is tax increment revenues and indebtedness repayable solely from tax increment revenues. The parties further acknowledge that the Agency's ability to borrow is solely contingent upon an increase in the *ad valorem* property tax valuation in the Project Area over the frozen base established at the time of the approval of the Plan. The Agency agrees to include in its budget for purposes of the local budget laws of the State of Oregon for the fiscal year 1992 to 1993, the sum of \$2,000,000 (in future dollars) to be allocated for public educational and community recreational facilities to be developed jointly with the District as provided in this Agreement.
- B. **District.** The District shall make funds available for the planning, acquisition, construction, and equipping of public educational and community recreational facilities contemplated herein at such time(s) as the parties agree to the improvements to be constructed. The funds to be provided by the District shall equal the District's agreed share of the cost of the specific project to be funded.

**SECTION 4: *Ownership, Development and Use of Facilities.***

- A. **Ownership.** Ownership of the real property and the public educational and community recreational facilities shall be agreed to by the parties prior to the funding of a project. Each party will restrict its ownership to those types of property which it is allowed to own under the laws of the State of Oregon.
- B. **Planning and Development.** The party planning and developing an agreed to facility to be jointly used by the parties shall keep the other party fully informed as to the progress of the facility during the entire planning and development period. Any portion of the facility to be used jointly by the parties shall require the approval of both parties at all stages of planning and development.

**Use.** Prior to the construction of a facility to be jointly used by the District and Agency for public educational and community recreational purposes, the parties shall agree to a time schedule for the use of the facility, the maintenance and operation of such facility, and rules and regulations for the coordination and cooperation of the parties in such joint use of the facility. The Agency may assign to the City of Wilsonville the rights to use any facilities jointly funded by the District and the Agency at any time after the completion of a facility. Upon such assignment and the acceptance thereof by the City of Wilsonville, the Agency shall be relieved of any further obligations under this Agreement with respect to such facility and the City of Wilsonville shall have all the rights and bear all the duties of the Agency as to that facility under this Agreement.



**SECTION 5. *Good Faith Efforts and Compliance with Laws.***

The parties agree to cooperate in good faith in order to achieve the objectives of this Agreement. The parties agree to comply with all applicable laws, ordinances, rules and regulations with respect to the financing, planning, acquisition, construction, equipping, and use of such joint use facilities.

**SECTION 6. *Right to Cancel.***

The Agency hereby agrees to submit to the electors of the City of Wilsonville at the June 30, 1992 election a measure seeking approval to undertake the community recreational facilities contemplated by this Agreement. The District hereby agrees to submit to the electors of the District at the June 30, 1992 election a measure seeking general obligation bonding authority to finance, among other matters, the public educational facilities contemplated by this Agreement. If both measures are not approved by the respective electors at the June 30, 1992 election, the Agency and the District agree to continue to cooperate on good faith to achieve the objectives of this Agreement, *provided, however*, that if either party determines that the joint planning of the public educational and community recreational projects contemplated by this Agreement is no longer feasible due to the rejection by the electors of one or both of the ballot measures described in this Section, this Agreement may be canceled upon thirty (30) days notice.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

WEST LINN - WILSONVILLE SCHOOL DISTRICT  
CLACKAMAS COUNTY, OREGON

URBAN RENEWAL AGENCY OF THE  
CITY OF WILSONVILLE, OREGON

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_