



City Council Meeting July 19, 2021

**Executive Session - 5:00 p.m.
Work Session – 5:25 p.m.
Council Meeting - 7:00 p.m.
Urban Renewal Agency – Following Council Meeting
(Held in Council Chambers)**

This meeting is taking place with social distancing precautions in place.

To Provide Public Comment:

- Written comments may be submitted to the City Recorder (Wilsonville City Hall, 29799 SW Town Center Loop East, Wilsonville, OR 97070).
- Digital comments (email) may be submitted to cityrecorder@ci.wilsonville.or.us.
- Individuals may participate online through the Zoom videoconferencing platform.
- Contact City Recorder at (503) 570-1506 cityrecorder@ci.wilsonville.or.us to register.

You can watch the City Council Meeting here:

YouTube: [youtube.com/c/CityofWilsonvilleOR](https://www.youtube.com/c/CityofWilsonvilleOR)

Zoom: <https://us02web.zoom.us/j/81536056468>

City of Wilsonville

Urban Renewal Agency Meeting

July 19, 2021



**URA AGENDA
CITY OF WILSONVILLE
URBAN RENEWAL AGENCY**

**JULY 19, 2021
7:00 P.M.**

**CITY HALL
29799 SW TOWN CENTER LOOP
WILSONVILLE, OREGON**

Immediately Following the City Council Meeting

Chair Julie Fitzgerald

Board Member Kristin Akervall
Board Member Ben West

Board Member Charlotte Lehan
Board Member Joann Linville

CALL TO ORDER

A. Roll Call

CITIZEN INPUT

This is an opportunity for visitors to address the Urban Renewal Agency Board on items *not* on the agenda. It is also the time to address items that are on the agenda but not scheduled for a public hearing. Staff and the Board will make every effort to respond to questions raised during citizens input before tonight's meeting ends or as quickly as possible thereafter. Please limit your comments to three minutes.

CONSENT AGENDA

A. Minutes of the June 21, 2021 URA Meeting. (Veliz)

NEW BUSINESS

A. **URA Resolution No. 319**

A Resolution Authorizing An Intergovernmental Agreement With The City Of Wilsonville Pertaining To Short Term Subordinate Urban Renewal Debt For The Year 2000 Plan District For The Purpose Of Funding The Construction Of Capital Improvement Project By The Agency. (Katko)

B. **URA Resolution No. 320**

A Resolution Authorizing An Intergovernmental Agreement With The City Of Wilsonville Pertaining To Short Term Subordinate Urban Renewal Debt For The West Side Plan District For The Purpose Of Funding The Construction Of Capital Improvement Project By The Agency. (Katko)

CONTINUING BUSINESS

A. None.

PUBLIC HEARING

A. None.

ADJOURN

Urban Renewal Agency

Page 1 of 1

**CITY OF WILSONVILLE
URBAN RENEWAL AGENCY
JUNE 21, 2021**

The Urban Renewal Agency held a regular meeting on June 21, 2021 in the Wilsonville City Hall immediately following the adjournment of the City Council meeting.

The following Board Members were present:

Chair Fitzgerald
Member Akervall
Member Lehan
Member West
Member Linville

Staff present included:

Bryan Cosgrove, City Manager
Barbara Jacobson, City Attorney
Kimberly Veliz, City Recorder
Jeanna Troha, Assistant City Manager
Andy Stone, IT Director
Beth Wolf, Information Systems Analyst
Jordan Vance, Economic and Development Manager
Chris Neamtzu, Community Development Director

CALL TO ORDER

Chair Fitzgerald called the URA meeting to order at 8:04 p.m. followed by roll call.

CITIZEN INPUT

There was none.

CONSENT AGENDA

Ms. Jacobson read the title of the URA Consent Agenda item into the record.

A. Minutes of the June 7, 2021 URA Meeting.

Motion: Ms. Lehan moved to adopt the Consent Agenda as read. Ms. Akervall seconded the motion.

Vote: Motion carried 5-0.

SUMMARY OF VOTES

Chair Fitzgerald	Yes
Member Akervall	Yes
Member Lehan	Yes
Member West	Yes
Member Linville	Yes

NEW BUSINESS

A. URA Resolution No. 318

A Resolution Of The City Of Wilsonville Urban Renewal Agency Authorizing Staff To Take Necessary Steps To Create A Single-Property Urban Renewal Area For Economic Development Purposes To Be Called The Twist Bioscience Wilsonville Investment Now (WIN) Zone.

Ms. Jacobson read the title of URA Resolution No. 318 into the record.

Jordan Vance, Economic and Development Manager along with Elaine Howard of Elaine Howard Consulting provided the staff report and presentation. The PowerPoint has been added to the record.

Motion: Ms. Akervall moved to approve URA Resolution No. 318. Ms. Linville seconded the motion.

Vote: Motion carried 5-0.

SUMMARY OF VOTES

Chair Fitzgerald	Yes
Member Akervall	Yes
Member Lehan	Yes
Member West	Yes
Member Linville	Yes

CONTINUING BUSINESS

A. None.

PUBLIC HEARING

A. None.

ADJOURN

The URA meeting adjourned at 8:17 p.m.

Respectfully submitted,

Kimberly Veliz, City Recorder

ATTEST:

Julie Fitzgerald, Chair



**CITY COUNCIL MEETING
STAFF REPORT**

<p>Meeting Date: July 19, 2021</p>	<p>Subject: URA Resolution No. 319 Interagency Agreement – City and Urban Renewal Agency/Year 2000 Plan to Lend and Repay \$9,811,524</p> <p>Staff Member: Keith Katko, Assistant Finance Director</p> <p>Department: Finance Department</p>	
<p>Action Required</p>	<p>Advisory Board/Commission Recommendation</p>	
<p><input checked="" type="checkbox"/> Motion</p> <p><input type="checkbox"/> Public Hearing Date:</p> <p><input type="checkbox"/> Ordinance 1st Reading Date:</p> <p><input type="checkbox"/> Ordinance 2nd Reading Date:</p> <p><input checked="" type="checkbox"/> Resolution</p> <p><input type="checkbox"/> Information or Direction</p> <p><input type="checkbox"/> Information Only</p> <p><input type="checkbox"/> Council Direction</p> <p><input type="checkbox"/> Consent Agenda</p>	<p><input checked="" type="checkbox"/> Approval</p> <p><input type="checkbox"/> Denial</p> <p><input type="checkbox"/> None Forwarded</p> <p><input type="checkbox"/> Not Applicable</p> <p>Comments: Action provides resources to fund FY 2021-22 Urban Renewal/Year 2000 Plan projects, including 5th Street Kinsman (CIP 4196) and Boeckman Dip Bridge (CIP 4212)</p>	
<p>Staff Recommendation: Staff recommends the Urban Renewal Agency (URA) adopt URA Resolution No. 319.</p>		
<p>Recommended Language for Motion: I move to approve URA Resolution No. 319.</p>		
<p>Project / Issue Relates To:</p>		
<p><input type="checkbox"/> Council Goals/Priorities</p>	<p><input type="checkbox"/> Adopted Master Plan(s)</p>	<p><input checked="" type="checkbox"/> Not Applicable</p>

ISSUE BEFORE BOARD:

Urban Renewal Agency action is needed to approve an intergovernmental overnight loan agreement between the City and the Urban Renewal (UR) Agency for \$9,811,524.

EXECUTIVE SUMMARY:

Under state law for urban renewal (ORS 457.435 and ORS 457.440), tax increment collections may only be spent to pay principal and interest on indebtedness. A General Fund overnight loan to the Urban Renewal (UR) Agency serves to release the tax collections for urban renewal funded capital projects. This strategic financing arrangement allows the City to save on the expenses associated with outside bonding.

The City's General Fund has the capacity to loan the funds on an overnight basis and the Year 2000 Plan District has sufficient cash balances in its debt service fund to allow for repayment. The UR Agency is able to borrow from the City's General Fund provided both the City and Agency agree to the terms of the borrowing and it serves a public purpose. The terms of the borrowing are as follows:

- The City lends to Agency \$9,811,524 at 0.60 percent (0.60%).
- The Agency repays the amount from tax increment funds on hand the day after receipt of the loan. Total interest earnings to the General Fund will be \$161.29
- Total borrowing is subordinate to outstanding senior lien debt

EXPECTED RESULTS:

Authorizing the Intergovernmental Agreement (IGA) by the respective Resolution of the City and the UR Agency will provide cash resources of \$9,811,524 to pay for costs associated with the 5th Street Kinsman (CIP 4196) and Boeckman Dip Bridge (CIP 4212) projects.

TIMELINE:

The IGA anticipates the loan and repayment occurring on July 20 and July 21 respectively.

CURRENT YEAR BUDGET IMPACTS:

This loan and the repayment were included in the adopted FY 2021-22 UR Agency budget.

FINANCIAL REVIEW / COMMENT:

Reviewed by: KAK Date: 6/24/2021

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 7/14/2021

COMMUNITY INVOLVEMENT PROCESS:

N/A

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

The borrowing will not directly impact local businesses or neighborhoods, however, the construction projects to be funded will have significant positive impact on both.

ALTERNATIVES:

Engage in borrowing from a financial institution. Using this process would take more time and cost the Urban Renewal Agency significantly more money.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. URA Resolution No. 319

A. Intergovernmental Agreement between the City and the Urban Renewal Agency

THE URBAN RENEWAL AGENCY OF THE CITY OF WILSONVILLE

URA RESOLUTION NO. 319

A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF WILSONVILLE PERTAINING TO SHORT TERM SUBORDINATE URBAN RENEWAL DEBT FOR THE YEAR 2000 PLAN DISTRICT FOR THE PURPOSE OF FUNDING THE CONSTRUCTION OF CAPITAL IMPROVEMENT PROJECT BY THE AGENCY.

WHEREAS, the Urban Renewal Agency of the City of Wilsonville, Oregon (the “Agency”) finds it desirable to authorize an intergovernmental agreement with the City of Wilsonville, Oregon which is to provide short term borrowing proceeds in the amount of \$9,811,524 for its Year 2000 Plan District for the construction cost for approved capital projects within the district; and,

WHEREAS, ORS 190.010 provides legal authority for the two entities to enter into a binding intergovernmental agreement (the “Agreement”); and,

WHEREAS, the use of an Agreement is efficient and less costly than other means of obtaining financing for the Agency; and,

WHEREAS, the Year 2000 Plan District debt service fund has sufficient cash balances to allow for repayment of the amounts borrowed without violation of terms of outstanding senior debt liens.

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

1. To enter into the Agreement with the City of Wilsonville for the purpose of funding the construction of the public projects recited above and for the receipt and repayment of \$9,811,524 plus interest at the rate of 0.60% per annum on a 365-day basis in accordance with the terms specified in the Agreement. Borrowing will be deposited in the Agency’s capital project funds and repayments will be made from the Agency’s debt service fund. A copy of the Agreement is marked as Exhibit A, attached hereto and incorporated by reference as if fully set forth herein.
2. To authorize the Agency Director, or designee, to negotiate any and all documents to complete the Agreement and transaction related to the borrowing and repayment.
3. Effective Date of this Resolution shall be immediately upon its adoption.

ADOPTED by the Urban Renewal Agency of the City of Wilsonville at a regular meeting thereof this 19th day of July, 2021 and filed with Wilsonville City Recorder this same date.

JULIE FITZGERALD, CHAIR

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Chair Fitzgerald
Member Akervall
Member Lehan
Member West
Member Linville

EXHIBIT:

- A. Intergovernmental Agreement between the City and the Urban Renewal Agency

INTERGOVERNMENTAL LOAN AGREEMENT, IN AN AMOUNT NOT TO EXCEED \$9,811,524, FROM THE CITY OF WILSONVILLE TO THE URBAN RENEWAL AGENCY OF THE CITY OF WILSONVILLE FOR THE PURPOSE OF FUNDING APPROVED PROJECTS IN THE YEAR 2000 PLAN

THIS INTERGOVERNMENT AGREEMENT entered into between the City of Wilsonville, an Oregon municipal corporation (the City), and the Urban Renewal Agency of the City of Wilsonville, Oregon, Oregon quasi-municipal corporation (the Agency),

RECITALS

WHEREAS, the Agency is a public body, corporate and politic, duly activated by the City, exercising its powers to engage in urban renewal activity as authorized by ORS Chapter 457; and

WHEREAS, the Year 2000 Plan District (the “District“) was duly established on May 4, 1992, and the Year 2000 Plan (the “Plan“) was adopted on August 29, 1990, setting out goals, objectives and projects (the “Projects“) for the Area; and

WHEREAS, the Board of the Urban Renewal Agency has determined that a need exists to borrow funds for the Projects, to be repaid with tax increment financing; and

WHEREAS, Oregon Revised Statutes 457 and Oregon Constitution Article IX, Section 1(c) authorizes the Urban Renewal Agency to incur debt for the purpose of financing projects of an urban renewal plan, and to repay the debt and related costs with tax increment revenue; and

WHEREAS, the City of Wilsonville has approved a maximum indebtedness for the Year 2000 District of \$107,196,524. The Agency has previously issued \$93,385,000 of long and short term indebtedness that is subject to the maximum indebtedness limitation, and there is no other indebtedness outstanding for the District to which the maximum indebtedness limitation applies. As a result the Agency has \$13,811,524 of capacity (before issuance of the referenced borrowing of this Agreement) to incur indebtedness for the District, and

WHEREAS, ORS 294.468 authorizes a municipality to lend unrestricted money from its general fund to other funds of the municipal corporation if authorized by resolution of the governing body, and

WHEREAS, the City and Agency have determined that financing the Projects through an intergovernmental agreement as allowed by ORS 190.010, is more cost efficient than external financing methods, is financially feasible, and is in the best interest of both parties.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Section 1: Term and Termination. This agreement shall become effective upon the date of the last signature hereon, and shall continue in full force and effect until the loan is paid in full.

Section 2: Delegation. The Designated Representatives, or a person(s) assigned by the Designated

Representatives, may, on behalf of the City or Agency, act without further action by the Council, to establish the final principal amounts.

Section 3: Duties of the City. The City shall authorize all actions and execute all documents necessary or desirable to loan up to \$9,811,524 from the City's General Fund to the Agency's capital project funds as delineated in Section 5, and comply with the laws of the State of Oregon, including the terms and conditions contained within this Agreement. The Agency shall reimburse the City for its expenses incurred in the performance of this Agreement.

Section 4: Duties of the Agency. The Agency shall authorize all actions and execute all documents necessary or desirable to accept the loan, authorize repayment of the loan under the terms and conditions stated herein, and comply with the laws of the State of Oregon, applicable Urban Renewal Plans. The Agency shall be responsible for its expenses incurred in the performance of this agreement and of its activities contemplated herein.

Section 5: Loan Terms. The Loan shall be made from the City's General Fund to the Agency's Year 2000 Plan Capital Improvement Fund in the principal amount of \$9,811,524 on or before July 20, 2021. Interest on the loan, at a rate of 0.60 percent (0.6%) shall begin to accrue on the date of transfer and the corresponding loan plus accrued interest shall be repaid by the District not later than July 21, 2021.

Section 6: Consideration. In consideration of the terms and conditions set forth herein, the City agrees to loan up to \$9,811,524 in exchange for the Agency's obligation to repay the loan solely from the tax increment revenues of the corresponding urban renewal districts. The lien of this pledge shall be subordinate to the lien of any currently outstanding senior lien bonds and to any requirement to fund or maintain debt service funds, reserve funds or similar funds or as part of minim balances or similar requirements for those senior lien bonds.

Section 7: Indemnification. Subject to the limitations in the Oregon Constitution and the Oregon Tort Claims Act, the parties agree to defend, indemnify and hold each other, its officers, agents and employees harmless from all claims, suits, or actions of whatsoever hind, which arise out of or result from the transfer of funds.

Section 8: 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.

Section 9: Waiver. No provision of the agreement may be waived except in writing by the party waiving compliance. No waiver of any provision of the Agreement shall constitute 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 or of any other provision.

Section 10: 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 and provision held to be invalid.

Section 11: Designated Representative. The City authorizes the City Manager or the City Manager’s designee to act on behalf of the City under this agreement. The Agency authorizes the Executive Director of the Agency or the Executive Director’s designee to act on behalf of the Agency under this Agreement.

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

CITY OF WILSONVILLE

Bryan Cosgrove
City Manager of the City of Wilsonville, Oregon

Date

URBAN RENEWAL AGENCY OF THE CITY OF WILSONVILLE, OREGON

Bryan Cosgrove
Executive Director of the Urban Renewal
Agency of the City of Wilsonville, Oregon

Date



URBAN RENEWAL AGENCY STAFF REPORT

Meeting Date: July 19, 2021	Subject: URA Resolution No. 320 Interagency Agreement – City and Urban Renewal Agency/West Side Plan to Lend and Repay \$6,400,000 Staff Member: Keith Katko, Assistant Finance Director Department: Finance Department	
Action Required	Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda	<input checked="" type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input type="checkbox"/> Not Applicable Comments: Action provides resources to fund FY 2021-22 Urban Renewal/West Side Plan project; Brown Road (CIP 4216).	
Staff Recommendation: Staff recommends the Urban Renewal Agency adopt URA Resolution No. 320.		
Recommended Language for Motion: I move to approve URA Resolution No. 320		
Project / Issue Relates To:		
<input type="checkbox"/> Council Goals/Priorities	<input type="checkbox"/> Adopted Master Plan(s)	<input checked="" type="checkbox"/> Not Applicable

ISSUE BEFORE BOARD:

Urban Renewal Agency action is needed to approve an intergovernmental overnight loan agreement between the City and the Urban Renewal Agency for \$6,400,000.

EXECUTIVE SUMMARY:

Under state law for urban renewal (ORS 457.435 and ORS 457.440), tax increment collections may only be spent to pay principal and interest on indebtedness. A General Fund overnight loan to the Urban Renewal (UR) Agency serves to release the tax collections for urban renewal funded capital projects. This strategic financing arrangement allows the City to save on the expenses associated with outside bonding.

The City's General Fund has the capacity to loan the funds on an overnight basis and the West Side Plan District has sufficient cash balances in its debt service fund to allow for repayment. The UR Agency is able to borrow from the City's General Fund provided both the City and Agency agree to the terms of the borrowing and it serves a public purpose. The terms of the borrowing are as follows:

- The City lends to Agency \$6,400,000 at 0.60 percent (0.60%).
- The Agency repays the amount from tax increment funds on hand the day after receipt of the loan. Total interest earnings to the General Fund will be \$105.21
- Total borrowing is subordinate to outstanding senior lien debt

EXPECTED RESULTS:

Authorizing the Intergovernmental Agreement (IGA) by the respective Resolution of the City and the Agency will provide cash resources of \$6,400,000 to pay for costs associated with the Brown Road (CIP 4212) project.

TIMELINE:

The IGA anticipates the loan and repayment occurring on July 21 and July 22 respectively.

CURRENT YEAR BUDGET IMPACTS:

This loan and the repayment were included in the adopted FY 2021-22 UR Agency budget.

FINANCIAL REVIEW / COMMENT:

Reviewed by: KAK Date: 6/24/2021

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 7/14/2021

COMMUNITY INVOLVEMENT PROCESS:

N/A

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

The borrowing will not directly impact local businesses or neighborhoods, however, the construction projects to be funded will have significant positive impact on both.

ALTERNATIVES:

Engage in borrowing from a financial institution. Using this process would take more time and cost the Urban Renewal Agency significantly more money.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. URA Resolution No. 320
 - A. Intergovernmental Agreement between the City and the Urban Renewal Agency

THE URBAN RENEWAL AGENCY OF THE CITY OF WILSONVILLE

URA RESOLUTION NO. 320

A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF WILSONVILLE PERTAINING TO SHORT TERM SUBORDINATE URBAN RENEWAL DEBT FOR THE WEST SIDE PLAN DISTRICT FOR THE PURPOSE OF FUNDING THE CONSTRUCTION OF CAPITAL IMPROVEMENT PROJECT BY THE AGENCY.

WHEREAS, the Urban Renewal Agency of the City of Wilsonville, Oregon (the “Agency”) finds it desirable to authorize an intergovernmental agreement with the City of Wilsonville, Oregon which is to provide short term borrowing proceeds in the amount of \$9,811,524 for its West Side Plan District for the construction cost for approved capital projects within the district; and,

WHEREAS, ORS 190.010 provides legal authority for the two entities to enter into a binding intergovernmental agreement (the “Agreement”); and,

WHEREAS, the use of an Agreement is efficient and less costly than other means of obtaining financing for the Agency; and,

WHEREAS, the West Side Plan District debt service fund has sufficient cash balances to allow for repayment of the amounts borrowed without violation of terms of outstanding senior debt liens.

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

1. To enter into the Agreement with the City of Wilsonville for the purpose of funding the construction of the public projects recited above and for the receipt and repayment of \$6,400,000 plus interest at the rate of 0.60% per annum on a 365-day basis in accordance with the terms specified in the Agreement. Borrowing will be deposited in the Agency’s capital project funds and repayments will be made from the Agency’s debt service fund. A copy of the Agreement is marked as Exhibit A, attached hereto and incorporated by reference as if fully set forth herein.
2. To authorize the Agency Director, or designee, to negotiate any and all documents to complete the Agreement and transaction related to the borrowing and repayment.
3. Effective Date of this Resolution shall be immediately upon its adoption.

ADOPTED by the Urban Renewal Agency of the City of Wilsonville at a regular meeting thereof this 19th day of July, 2021 and filed with Wilsonville City Recorder this same date.

JULIE FITZGERALD, CHAIR

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Chair Fitzgerald
Member Akervall
Member Lehan
Member West
Member Linville

EXHIBIT:

A. Intergovernmental Agreement between the City and the Urban Renewal Agency

INTERGOVERNMENTAL LOAN AGREEMENT, IN AN AMOUNT NOT TO EXCEED \$6,400,000, FROM THE CITY OF WILSONVILLE TO THE URBAN RENEWAL AGENCY OF THE CITY OF WILSONVILLE FOR THE PURPOSE OF FUNDING APPROVED PROJECTS IN THE WEST SIDE PLAN

THIS INTERGOVERNMENT AGREEMENT entered into between the City of Wilsonville, an Oregon municipal corporation (the City), and the Urban Renewal Agency of the City of Wilsonville, Oregon, Oregon quasi-municipal corporation (the Agency),

RECITALS

WHEREAS, the Agency is a public body, corporate and politic, duly activated by the City, exercising its powers to engage in urban renewal activity as authorized by ORS Chapter 457; and

WHEREAS, the West Side Plan District (the “District”) was duly established on November 3, 2003, and the West Side Plan (the “Plan”) was adopted on November 3, 2003, setting out goals, objectives and projects (the “Projects”) for the Area; and

WHEREAS, the Board of the Urban Renewal Agency has determined that a need exists to borrow funds for the Projects, to be repaid with tax increment financing; and

WHEREAS, Oregon Revised Statutes 457 and Oregon Constitution Article IX, Section 1(c) authorizes the Urban Renewal Agency to incur debt for the purpose of financing projects of an urban renewal plan, and to repay the debt and related costs with tax increment revenue; and

WHEREAS, the City of Wilsonville has approved a maximum indebtedness for the West Side District of \$49,400,000. The Agency has previously issued \$43,000,000 of long and short term indebtedness that is subject to the maximum indebtedness limitation, and there is no other indebtedness outstanding for the District to which the maximum indebtedness limitation applies. As a result the Agency has \$6,400,000 of capacity (before issuance of the referenced borrowing of this Agreement) to incur indebtedness for the District, and

WHEREAS, ORS 294.468 authorizes a municipality to lend unrestricted money from its general fund to other funds of the municipal corporation if authorized by resolution of the governing body, and

WHEREAS, the City and Agency have determined that financing the Projects through an intergovernmental agreement as allowed by ORS 190.010, is more cost efficient than external financing methods, is financially feasible, and is in the best interest of both parties.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Section 1: Term and Termination. This agreement shall become effective upon the date of the last signature hereon, and shall continue in full force and effect until the loan is paid in full.

Section 2: Delegation. The Designated Representatives, or a person(s) assigned by the Designated

Representatives, may, on behalf of the City or Agency, act without further action by the Council, to establish the final principal amounts.

Section 3: Duties of the City. The City shall authorize all actions and execute all documents necessary or desirable to loan up to \$6,400,000 from the City's General Fund to the Agency's capital project funds as delineated in Section 5, and comply with the laws of the State of Oregon, including the terms and conditions contained within this Agreement. The Agency shall reimburse the City for its expenses incurred in the performance of this Agreement.

Section 4: Duties of the Agency. The Agency shall authorize all actions and execute all documents necessary or desirable to accept the loan, authorize repayment of the loan under the terms and conditions stated herein, and comply with the laws of the State of Oregon, applicable Urban Renewal Plans. The Agency shall be responsible for its expenses incurred in the performance of this agreement and of its activities contemplated herein.

Section 5: Loan Terms. The Loan shall be made from the City's General Fund to the Agency's West Side Plan Capital Improvement Fund in the principal amount of \$9,811,524 on or before July 20, 2021. Interest on the loan, at a rate of 0.60 percent (0.6%) shall begin to accrue on the date of transfer and the corresponding loan plus accrued interest shall be repaid by the District not later than July 21, 2021.

Section 6: Consideration. In consideration of the terms and conditions set forth herein, the City agrees to loan up to \$6,400,000 in exchange for the Agency's obligation to repay the loan solely from the tax increment revenues of the corresponding urban renewal districts. The lien of this pledge shall be subordinate to the lien of any currently outstanding senior lien bonds and to any requirement to fund or maintain debt service funds, reserve funds or similar funds or as part of minim balances or similar requirements for those senior lien bonds.

Section 7: Indemnification. Subject to the limitations in the Oregon Constitution and the Oregon Tort Claims Act, the parties agree to defend, indemnify and hold each other, its officers, agents and employees harmless from all claims, suits, or actions of whatsoever hind, which arise out of or result from the transfer of funds.

Section 8: 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.

Section 9: Waiver. No provision of the agreement may be waived except in writing by the party waiving compliance. No waiver of any provision of the Agreement shall constitute 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 or of any other provision.

Section 10: 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 and provision held to be invalid.

Section 11: Designated Representative. The City authorizes the City Manager or the City Manager’s designee to act on behalf of the City under this agreement. The Agency authorizes the Executive Director of the Agency or the Executive Director’s designee to act on behalf of the Agency under this Agreement.

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

CITY OF WILSONVILLE

Bryan Cosgrove
City Manager of the City of Wilsonville, Oregon

Date

URBAN RENEWAL AGENCY OF THE CITY OF WILSONVILLE, OREGON

Bryan Cosgrove
Executive Director of the Urban Renewal
Agency of the City of Wilsonville, Oregon

Date