

City of Wilsonville

Urban Renewal Agency Meeting

July 1, 2019



URA AGENDA

**CITY OF WILSONVILLE
URBAN RENEWAL AGENCY**

**JULY 1, 2019
6:45 P.M.**

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

City Council Meeting To Immediately Follow

Chair Tim Knapp

Board Member Kristin Akervall - Excused
Board Member Charlotte Lehan

Board Member - Vacant
Board Member Ben West

CALL TO ORDER

A. Roll Call

CITIZEN INPUT

CONSENT AGENDA

A. Minutes of the June 17, 2019 URA Meeting. (Veliz)

B. **URA Resolution No. 302**

A Resolution Of The City Of Wilsonville Urban Renewal Agency Board Authorizing The City Manager To Execute A Professional Services Agreement Contract Amendment With Harper Houf Peterson Righellis Inc. For Construction Engineering Services For The Garden Acres Road And Plm_1.2 Water Transmission Line Project. (Weigel)

NEW BUSINESS

A. **URA Resolution No. 301**

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 Projects By The Agency. (Rodocker)

ADJOURN

**CITY OF WILSONVILLE
URBAN RENEWAL AGENCY
JUNE 17, 2019**

The Urban Renewal Agency held a regular meeting on June 17, 2019 in the Wilsonville City Hall immediately following the adjournment of the City Council meeting.

The following Board Members were present:

Chair Knapp
Member Akervall
Member Stevens
Member Lehan
Member West

Staff present included:

Bryan Cosgrove, City Manager
Barbara Jacobson, City Attorney
Kimberly Veliz, City Recorder
Chris Neamtzu, Community Development Director
Cathy Rodocker, Finance Director
Bill Evans, Communications & Marketing Manager
Zoe Monahan, Assistant to the City Manager

CALL TO ORDER

Chair Knapp called the URA meeting to order at 8:37 p.m. followed by roll call.

CITIZEN INPUT

There was none.

CONSENT AGENDA

Ms. Jacobson read the titles of the Consent Agenda items into the record.

- A. Minutes of the June 3, 2019 URA Meeting
- B. **URA Resolution No. 300**
A Resolution Of The City Of Wilsonville Urban Renewal Agency Board Authorizing The City Manager To Execute A Construction Contract With Moore Excavation, Inc. For Construction Of Garden Acres Road And PLM_1.2 Water Transmission Line Project.

Motion: Ms. Lehan moved to adopt the consent agenda. Ms. Stevens Akervall seconded the motion.

Vote: Motion carried 5-0.

SUMMARY OF VOTES

Chair Knapp	Yes
Member West	Yes
Member Stevens	Yes
Member Lehan	Yes
Member Akervall	Yes

PUBLIC HEARING

A. URA Resolution No. 299

A Resolution Authorizing A Supplemental Budget Adjustment For Fiscal Year 2018-19.

Ms. Jacobson read the title of URA Resolution No. 299 into the record.

Chair Knapp opened the public hearing at 8:39 p.m. after reading the hearing format.

Ms. Rodocker presented the staff report.

Chair Knapp invited public testimony, seeing none he closed the public hearing at 8:41 p.m.

Motion: Ms. Stevens moved to approve URA Resolution No. 299. Mr. West seconded the motion.

Vote: Motion carried 5-0.

SUMMARY OF VOTES

Chair Knapp	Yes
Member West	Yes
Member Stevens	Yes
Member Lehan	Yes
Member Akervall	Yes

ADJOURN

The URA meeting adjourned at 8:42 p.m.

Respectfully submitted,

Kimberly Veliz, City Recorder

ATTEST:

Tim Knapp, Chair



URBAN RENEWAL AGENCY MEETING STAFF REPORT

Meeting Date: July 1, 2019		Subject: URA Resolution No. 302 A Resolution of the City of Wilsonville Authorizing the City Manager to Execute a Professional Services Agreement Contract Amendment with Harper Houf Peterson Righellis, Inc. for Construction Engineering Services for the Garden Acres Road and PLM_1.2 Water Transmission Line project (Capital Improvement Projects 1127, 2103, 4201, 7061) Staff Member: Zachary Weigel, P.E. Capital Projects Engineering Manager Department: Community Development	
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 checked="" type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Staff recommends the Urban Renewal Agency (URA) adopt the URA Consent Agenda.			
Recommended Language for Motion: I move to approve the URA Consent Agenda.			
Project / Issue Relates To:			
<input checked="" type="checkbox"/> Council Goals/Priorities: Build fully interconnected & effective transportation modes.	<input checked="" type="checkbox"/> Adopted Master Plan(s): Transportation System Plan – Project UU-08	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE AGENCY:

An Urban Renewal Agency Resolution approving Contract Amendment #5 for Construction Engineering Services with Harper Houf Peterson Righellis, Inc. (HHPR) in the amount of \$416,680.00 for construction of Garden Acres Road urban upgrade and coordination with the Willamette Water Supply Program (WWSP) water transmission line construction.

EXECUTIVE SUMMARY:

The Garden Acres Road & PLM_1.2 Water Transmission Line project will upgrade approximately 2,800 feet of a two-lane County road to an urban industrial Minor Arterial standard and extension of City utilities along Garden Acres Road (Attachment 1) in support of future industrial development within the Coffee Creek and Basalt Creek Industrial Areas. Construction of the Tualatin Valley Water District and the City of Hillsboro, jointly referred to as the Willamette Valley Supply Program (WWSP), PLM_1.2 water transmission pipeline is included as part of the Garden Acres Road project. The PLM_1.2 project consists of approximately 3,000 feet of 66” welded steel raw water transmission pipe and associated water system appurtenances.

On July 17, 2017, City Council approved Resolution No. 2648, entering into a Professional Services Agreement (PSA) with HHPR for survey, design, acquisition support, and construction support services for the Garden Acres Road project. Since that time, four minor contract amendments to the HHPR PSA have been issued, which include additional storm water analysis, topographic survey of Peters Road, field staking of right-of-way and easement acquisitions, and coordination with the WWSP design team totaling \$61,192.00, of which \$45,612.00 is to be reimbursed by WWSP.

Contract Amendment #5 amends the construction engineering services provided by HHPR from a supporting role to a management role, taking on the day to day administration of the construction project. The amendment also includes the addition of construction inspection responsibility and construction coordination with the WWSP design and inspection team for the water transmission line portion of the work. This increase in involvement by HHPR during construction will help free up time from City staff to focus on other Council priority projects.

EXPECTED RESULTS:

Upgrade approximately 2,800 feet of Garden Acres Road to urban industrial Minor Arterial standard and extend/underground utilities necessary to support future industrial development within the Coffee Creek and Basalt Creek Industrial Areas. Install approximately 3,000 feet of WWSP 66” raw water transmission pipeline in accordance with the Ground Lease for Raw Water Pipeline Agreement (Resolution No. 2628).

TIMELINE:

Construction is expected to begin July 2019 with a final completion date scheduled for December 31, 2020.

CURRENT YEAR BUDGET IMPACTS:

The sewer portion, Project #2103 is funded through sewer system development charges (SDC). The approved FY 2019-20 Wilsonville budget includes \$1,016,000 for construction, contract administration and overhead for the entirety of the sewer work. The sewer portion of Contract Amendment #5 is estimated at \$74,400. When combined with the sewer construction costs, estimated at \$1,223,128, the total amount is over the budgeted amount and will require a supplemental budget adjustment to add sewer SDC funds to the project. In review of the sewer SDC fund, additional funds are available to support the increased sewer portion of the project.

The storm portion, Project #7061 is funded through storm SDC fees. The approved FY2019-20 Wilsonville budget includes \$647,000 for construction, contract administration, and overhead for the entirety of the storm work. The storm portion of Contract Amendment #5 is estimated at \$37,260. When combined with the storm construction costs, estimated at \$612,736, the total amount slightly exceeds the budgeted amount and will require a supplemental budget adjustment to add storm SDC funds to the project. In review of the storm SDC fund, additional funds are available to support the increased sewer portion of the project.

The water transmission line construction coordination portion, Project #1127, of Contract Amendment #5 to be reimbursed by WWSP is estimated at \$32,520.

The remainder of the Contract Amendment #5 applies to the Garden Acres roadwork, Project #4201, estimated at \$272,500. The City's street portion of the work is funded through combination of Coffee Creek Reserve and Coffee Creek Urban Renewal Area funds. The approved FY 2019-20 Wilsonville budget includes \$2,174,000 for construction, contract administration, and overhead for the street work. An additional \$2,281,500 is estimated for street construction in FY 2020-21. The streets portion of Contract Amendment #5 combined with the street construction costs, estimated at \$3,836,251 is within the total anticipated amount.

FINANCIAL REVIEW / COMMENT:

Reviewed by: CAR Date: 6/24/2019

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 6/27/2019

COMMUNITY INVOLVEMENT PROCESS:

A public open house was held in Fall 2017 for community members to review and comment on the preliminary design concepts proposed for the roadway improvements on Garden Acres Road. Mailers and Boones Ferry Messenger articles have been provided to the public on a number of occasions. In addition, staff directly met with representatives from the properties adjacent to the project location to discuss project impacts and the procurement of right-of-way and easements needed for the work.

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

Completion of the project will positively impact near-term and long-term development of industrial properties within the Coffee Creek Urban Renewal Area, increasing employment and generating tax increment for the URA. New bike lanes and sidewalks will be constructed, expanding Wilsonville's multi-modal network. Joint construction of the Garden Acres Road and raw water pipeline projects will minimize construction costs between the two projects while decreasing the length of construction time and impacts than if the two projects were to be constructed independently.

ALTERNATIVES:

The construction engineering services and construction inspection work to be performed by HHPR as part of Contract Amendment #5 could be provided by City staff. However, were staff to perform this work it would reduce time available to advance other Council project goals.

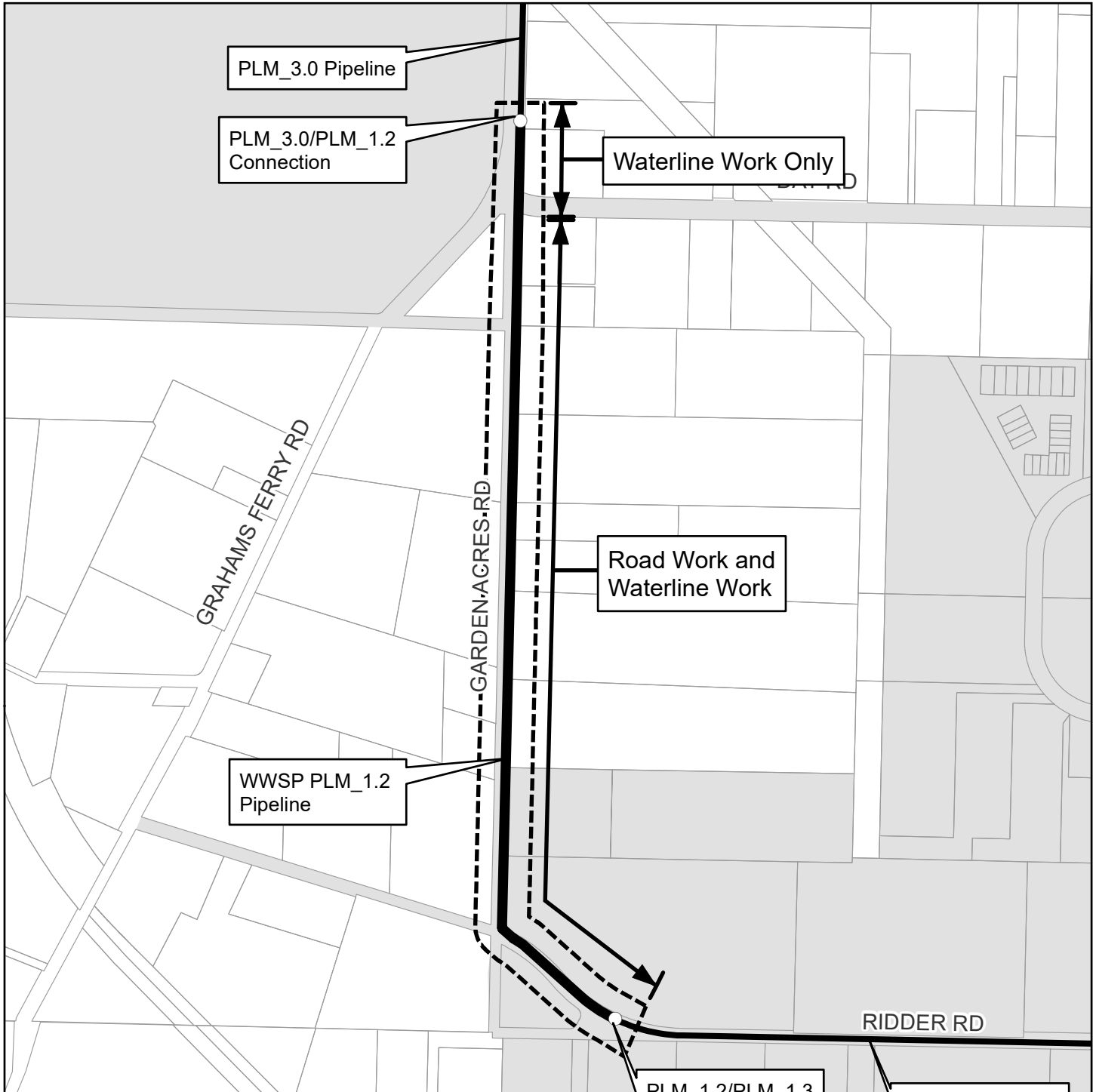
CITY MANAGER COMMENT:

N/A


ATTACHMENTS:


1. Project Location Map
2. URA Resolution No. 302
 - A. Garden Acres Road & PLM_1.2 Water Transmission Line Professional Services Agreement Contract Amendment #5 – Scope of Work.

ATTACHMENT 1




Legend

 WWSP Approximate Pipeline Alignment

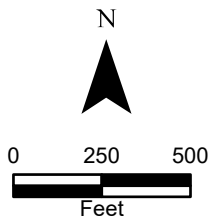
 Approximate Project Area

 Tax Lot

 Wilsonville City Limit

NOTE: WWSP Pipeline Alignment is approximate

Date: 09/06/2018



**Garden Acres Road And
PLM_1.2 Projects**

**THE URBAN RENEWAL AGENCY OF THE CITY OF WILSONVILLE
URA RESOLUTION NO. 302**

A RESOLUTION OF THE CITY OF WILSONVILLE URBAN RENEWAL AGENCY BOARD AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT CONTRACT AMENDMENT WITH HARPER HOUF PETERSON RIGHELLIS INC. FOR CONSTRUCTION ENGINEERING SERVICES FOR THE GARDEN ACRES ROAD AND PLM_1.2 WATER TRANSMISSION LINE PROJECT.

WHEREAS, the City has planned, designed, and budgeted for the completion of Capital Improvements Projects #1127, 2103, 4201, and 7061, known as Garden Acres Road and PLM_1.2 Water Transmission Line project (the Project); and

WHEREAS, the City solicited Requests for Proposals from qualified consultants for the Project that duly followed the State of Oregon Public Contracting Rules and the City of Wilsonville Municipal Code; and

WHEREAS, Harper Houf Peterson Righellis, Inc. was selected as the most qualified consultant, was awarded a contract for survey, design, and acquisition support services, and performed and completed services to the satisfaction of the City; and

WHEREAS, the City entered into an intergovernmental agreement (Resolution No. 2743) with Tualatin Valley Water District and the City of Hillsboro, collectively doing business and referred to herein as Willamette Water Supply Program (WWSP), to jointly design and construct the Garden Acres Road project and Willamette Water Supply PLM_1.2 Garden Acres to 124th Pipeline project; and

WHEREAS, WWSP will reimburse the City for all costs associated with construction, construction management and administration of the PLM_1.2 Water Transmission Line portion of the Project as part of the joint construction project; and

WHEREAS, the City desires to amend the Professional Services Agreement contract with Harper Houf Peterson Righellis, Inc. to perform construction engineering services;

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

Section 1. The procurement process for the Project duly followed Oregon Public Contracting Rules, and Harper Houf Peterson Righellis, Inc. has provided a responsive and responsible proposal for construction engineering services.

Section 2. The Urban Renewal Agency Board authorizes the City Manager to enter into and execute a Professional Services Agreement contract amendment with Harper Houf Peterson Righellis, Inc. for a not-to-exceed amount of \$416,680.00

Section 3. This resolution is effective upon adoption.

ADOPTED by the Wilsonville Urban Renewal Agency Board at a regular meeting there of this 1st day of July 2019, and filed with the Wilsonville City Recorder this date.

Tim Knapp, Board Chair

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Board Chair Knapp

Board Member Akervall

Board Member Lehan

Board Member West

EXHIBITS:

- A. Garden Acres Road & PLM_1.2 Water Transmission Line Professional Services Agreement Contract Amendment #5 – Scope of Work

Exhibit A

Contract Amendment #05 Garden Acres Road & PLM_1.2 Water Transmission line CIP # 1127, 2103, 4201, 7061

SCOPE OF SERVICES

On July 24, 2017, the City of Wilsonville entered into a Professional Services Agreement (PSA) with Harper Houf Peterson Righellis, Inc. (HHPR) for design and construction management services for the Garden Acres Road project. This Contract Amendment No. 5 amends the original PSA between HHPR and the City of Wilsonville. This Contract Amendment No. 5 defines changes in contract scope, cost and schedule specific to Construction Engineering Services.

The original Scope of Work remains in effect except as modified herein and previous Contract Amendment/Change Orders. Tasks noted below as “amended” refers to the Task numbering from the original PSA. New tasks are also noted.

Scope of Work

Task 11 – Construction Phase Service

AMENDED

Task 11.1 – Construction Meetings – *Delete this section and replace with the following:* Consultant will attend the Project’s pre-construction meeting and 1 construction meeting per week, to be scheduled by the City and to be held at Wilsonville City Hall, 29799 SW Town Center Loop East, Wilsonville, OR. For the purpose of this scope, construction is anticipated to be 18 months. The contractor will provide the three week look ahead schedule.

Deliverables

The Project deliverables will include:

- Meeting agenda
- Meeting notes
- Answers to any questions arising from the meetings

AMENDED

Task 11.3 –Construction Engineering and Management – *Delete this section and replace with the following:*

- Consultant shall manage and coordinate the submittal review and approval process, except for submittals associated with the 66” WWSP pipe. Consultant will coordinate receipt of contractor submittals, review submittals and return any submittals needing

revision directly to the Contractor. If/when submittals are ready for approval, Consultant shall transmit the submittal to the City Project Manager or Inspector for approval. Approved submittals will be returned directly to the Contractor.

- Consultant will conduct periodic site visits as necessary to determine whether construction activities are consistent with the approved plans and specifications.
- Consultant shall clarify construction plans or specifications, as needed
- Consultant shall manage and process Requests For Information (RFI's) and respond to requests for clarifications from the contractor or City personnel.
- Consultant shall manage and produce revised plans and details based on changes in field conditions, unforeseen conflicts, or changes to the plans authorized by the City Project Manager.
- Consultant shall review monthly Contractor invoices for the appropriateness of the invoice compared to actual completion of bid items and provide recommendations to the City Project Manager.
- Consultant shall review Contractor Change Order Requests for appropriateness compared to approved plans and specifications and provide recommendations to the City Project Manager.
- Consultant shall participate in a full project walk-thru at time of Substantial Completion, and assist the City in preparing the Substantial Completion Punch List.

NEW TASK

Task 11.5 – Construction Meetings for WWSP related work

Of the meetings described in Task 11.1, approximately 6 hours per month of the construction meeting time will be allocated to coordination and summary of WWSP related work items.

NEW TASK

Task 11.6 – Construction Engineering and Management for WWSP related work

Of the Construction Management described in Task 11.3, approximately 6 hours per month of the management will be allocated to coordination of WWSP related work items.

NEW TASK

Task 11.7 – Construction Inspection

Consultant will provide a full time construction inspector for the Schedule A – Road Work items. Daily written reports will be submitted to the City's Project Manager for all inspection work and quantity verification. For the purpose of this scope we anticipate 12 months of full time inspection and 6 months of half time inspection.



URBAN RENEWAL AGENCY MEETING STAFF REPORT

Meeting Date: July 1, 2019	Subject: URA Resolution No. 301 Intra-agency Agreement – URA and City to lend and repay up to \$9.0 million Staff: Cathy Rodocker, Finance Director Department: Finance	
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 type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Staff recommends the Urban Renewal Agency (URA) adopt URA Resolution No. 301.		
Recommended Language for Motion: I move to approve URA Resolution No. 301.		
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 COUNCIL:

Board action is needed to approve an intergovernmental agreement between the Urban Renewal Agency and the City that will provide \$9.0 million on a short term basis.

EXECUTIVE SUMMARY:

The Year 2000 Urban Renewal District (District) has capital projects that are under construction or will be in the near future. The District is in need of borrowing additional money in order to pay for the improvements. The District has sufficient cash balances in its debt service fund to allow for repayment of borrowing on a short term basis-short term being defined as “over-night”.

The Urban Renewal Agency enters into agreements with financial institutions and/or the City for financing capital projects, depending upon the dollar amount necessary and the capacity of the Agency’s debt service funds to repay debt on a short-term basis or a long-term basis, ensuring adequate cash flows exist for current debt obligations, as well as the capacity of the City’s General Fund to loan funds on a short-term basis.

State statutes allow the Urban Renewal Agency (Agency) to borrow from the City’s General Fund provided both the City and the Agency agree to the terms of borrowing.

The terms of the currently proposed borrowing are as follows:

- City lends to Agency \$9,000,000 at 2.75 percent (2.75%).
- The Agency repays the amount from tax increment funds on hand the day after the receipt of the loan.
- Total interest to the General Fund will be approximately \$678.
- The borrowing is subordinate to outstanding senior lien debt.

By borrowing from City Funds, the Agency is able to avoid loan origination fees and legal costs associated with borrowing from a financial institution, estimated to be more than \$10,000 for this type of financing. The public purpose of the loan is to fund projects authorized in the Year 2000 Urban Renewal Plan.

EXPECTED RESULTS:

Authorizing the IGA by the respective Resolution of the City and the Agency will provide cash resources of \$9.0 million to pay for the costs associated with the Capital Projects, such as the 5th St to Kinsman Extension and the Boeckman Dip Bridget, within the Year 2000 Urban Renewal District.

TIMELINE:

Borrowing and repayment will occur within the month of July 2019. The IGA anticipates the loan and repayment occurring July 2 and July 3, respectively.

CURRENT YEAR BUDGET IMPACTS:

This loan and the repayment were included in the adopted FY 2019-20 City budget.

FINANCIAL REVIEW / COMMENT:

Reviewed by: CAR Date: 6/18/2019

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 6/27/2019

The form of the Resolutions and IGA are approved. The City is a home rule city and as such under its Charter has the authority to act in ways that are necessary and convenient under the laws and Constitution of the State of Oregon. The Oregon Constitution, Article XI, Section 9 limits the power of cities to loan its credit to private corporations. The Agency is not a private corporation, but is a unit of local government as is the City. Specifically, the laws in ORS Chapter 190 provide for intergovernmental agreements between units of local governments to provide for the functions or activities which they are authorized to do (building road projects are such functions or activities) and to provide for apportioning the responsibility for providing funds to pay for the expenses incurred in the performance of the functions of activities, which is what is occurring in the IGA.

COMMUNITY INVOLVEMENT PROCESS:

There has been no specific community outreach or involvement pertaining to this borrowing.

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 impact on both.

ALTERNATIVES:

Engage in borrowing from 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. 301
 - A. Intergovernmental Agreement Between the City and the Urban Renewal Agency.

THE URBAN RENEWAL AGENCY OF THE CITY OF WILSONVILLE

URA RESOLUTION NO. 301

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 PROJECTS 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 which is to provide short term borrowing proceeds in the amount of not more than \$9,000,000 for its Year 2000 Plan District for the construction costs for approved capital projects within the district; and,

WHEREAS, ORA 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 Agency will be receiving bond proceeds prior to the end of the fiscal year; 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 the terms of outstanding senior debt liens,

NOW, THEREFORE, THE URBAN RENEWAL AGENCY OF THE CITY OF WILSONVILLE HEREBY 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 up to \$9,000,000 plus interest at the rate of 2.75% per annum on a 365-day basis in accordance with the terms specified in the Agreement. Borrowing will be deposited into the Agency’s capital project funds and repayments will be made from the Agency’s debt service funds. 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 Executive Director, or designee, to negotiate any and all documents to complete the Agreement and transactions related to the borrowing and repayment.

3. Effective Date of the Resolution shall be immediately upon is adoption.

ADOPTED by the Urban Renewal Agency of the City of Wilsonville at a regular meeting thereof this 1st day of July, 2019 and filed with the Wilsonville City Recorder this same date.

Tim Knapp, Board Chair

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Board Chair Knapp
Board Member Akervall
Board Member Stevens
Board Member Lehan
Board Member West

Exhibit:

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

INTERGOVERNMENTAL LOAN AGREEMENT, IN AN AMOUNT NOT TO EXCEED \$9,000,000, 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 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 West Side 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 Year 2000 District of \$107,196,524. The Agency has previously issued \$84,385,000 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 \$22,811,524 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 \$9,000,000 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 Year 2000 Plan Capital Improvement Fund in the principal amount as noted below. The City shall transfer up to \$9,000,000 in aggregate on or before July 2, 2019, as follows:

Year 2000 Plan Capital Improvement Fund	<u>\$9,000,000</u>
Total	\$9,000,000

Interest on the loan, at a rate of 2.75 percent (2.75%) shall begin to accrue on the date of transfer and the corresponding loan plus accrued interest shall be repaid by each District not later than July 3, 2019.

Section 6: Consideration. In consideration of the terms and conditions set forth herein, the City agrees to loan up to \$9,000,000 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