

**RESOLUTION NO. 2113**

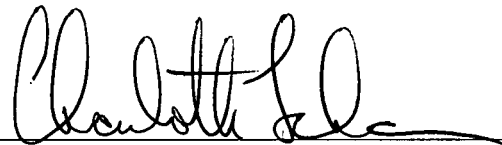
**A RESOLUTION AUTHORIZING THE CITY OF WILSONVILLE TO ENTER INTO AN INTERGOVERNMENTAL DEVELOPMENT AGREEMENT WITH THE URBAN RENEWAL AGENCY OF THE CITY OF WILSONVILLE.**

WHEREAS, the City of Wilsonville and the Urban Renewal Agency of the City of Wilsonville desire to provide for the development of certain urban renewal projects by the City and for payment of the costs of those projects by the Agency.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

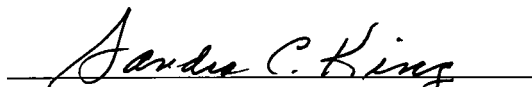
1. The City Manager of the City of Wilsonville is authorized to enter into, on behalf of the City of Wilsonville, an Intergovernmental Development Agreement, a copy of which is marked Exhibit "A", attached hereto and incorporated by reference herein.
2. This Resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 2<sup>nd</sup> day of June, 2008, and filed with the Wilsonville City Recorder this date.



CHARLOTTE LEHAN, Mayor

ATTEST:



Sandra C. King, MMC, City Recorder

SUMMARY OF VOTES:

Mayor Lehan	Yes
Councilor Knapp	Yes
Councilor Kirk	Yes
Councilor Nùñez	Yes
Councilor Ripple	Yes

List of Exhibits

Exhibit "A" ~ Intergovernmental Development Agreement

## INTERGOVERNMENTAL DEVELOPMENT AGREEMENT

The Urban Renewal Agency of the City of Wilsonville and the City of Wilsonville, Oregon, pursuant to ORS Chapter 190, enter into this Intergovernmental Development Agreement, as of the 2<sup>nd</sup> day of June, 2008 to provide for the development of certain urban renewal projects by the City and for the payment of the costs of those projects by the Agency.

### 1. Definitions

1.1 The following capitalized terms used in this agreement shall have the following meanings, unless the context requires a different meaning.

“Agency” means The Urban Renewal Agency of the City of Wilsonville, an urban renewal agency created pursuant to Oregon Revised Statutes Chapter 457.

“Agreement” means this Intergovernmental Development Agreement.

“City” means the City of Wilsonville, Clackamas and Washington Counties, Oregon.

“Plan” means The Year 2000 Plan and Program for the City of Wilsonville which was approved by City Ordinance No. 373, enacted on the 29th day of August, 1990, and as it may be amended from time to time.

“Tax Increment Revenues” means the amount of ad valorem property taxes distributed to the Agency under ORS 457.440 and in accordance with section 1c, Article IX of the Oregon Constitution on account of the Plan.

“Urban Renewal Fund” means the special fund of the Agency established pursuant to ORS 457.440(5)(b) into which the Tax Increment Revenue is paid.

### 2. Recitals

2.1 The Projects are all urban renewal projects which are described in the Plan and on which the Agency is authorized to spend Tax Increment Revenues.

2.2 The Agency desires to have the Projects developed as efficiently as possible, and as quickly as Tax Increment Revenues are available to pay the costs of the Project.

2.3 This Agreement is meant to create indebtedness of the Agency within the meaning of ORS 457.440(5)(b) and 457.450 because it obligates the Agency to pay Tax Increment Revenues to carry out the Plan, and because the Tax Increment Revenues have been irrevocably pledged for such payment. The total Agency's debt under this Agreement is calculated by totaling all amounts the Agency has projected to be available in the Urban Renewal Fund to make payments to the Projects under Section 5.1 of this Agreement.

2.4 The City has extensive experience in planning and constructing public improvements, and is willing to assist the Agency by entering into this Agreement.

### **3. Agreement to Develop Projects**

The City hereby agrees to plan, design, acquire and construct the Projects in accordance with the Plan and this Agreement.

### **4. Agreement to Pay Costs of Projects**

4.1 Pursuant to this Agreement, but subject to the limitations of Section 4.3 of this Agreement, the Agency hereby agrees to pay, but solely from the Tax Increment Revenues, all reasonable costs of the Projects.

4.2 The Agency hereby irrevocably pledges the Tax Increment Revenues to the City to pay the amounts due under this Agreement. This pledge shall be subordinate to the pledge of the Tax Increment Revenues to pay any notes or bonds secured by the pledge of Tax Increment Revenues which have been sold, or are sold during the time debt is outstanding under this Agreement, to financial institutions or in the public securities markets.

4.3 The agreement of the Agency to pay the cost of the Projects constitutes "other indebtedness" within the meaning of ORS 457.435 and is intended to be a "subordinate obligation" as maybe generally defined in note and bond provisions as may hereinafter be agreed upon.

### **5. Project Phasing**

5.1 The Agency shall provide the City with quarterly projections of the amounts the Agency expects will be available in the Urban Renewal Fund in the immediately following quarter to make payments for the Projects under this Agreement. The City will inform the Agency quarterly of the Projects and the budget for such Projects that are underway or expected to be undertaken as a result of the Agency's quarterly projections. The City may delay initiation of the planning, acquisition and construction of the Projects until the City estimates that amounts will be available in the Urban Renewal Fund to pay the City for the costs of the Projects. The City agrees to undertake components of the Projects in phases, so that the amounts due hereunder to the City do not at any time significantly exceed the amounts that are expected to be available in the Urban Renewal Fund to the City.

5.2 If this Agreement terminates pursuant to Section 8, prior to the completion of the Projects, the Agency shall pay the costs of the Projects which the City has incurred through the termination date, and the Agency shall pay the amount billed in accordance with Section 4 of this Agreement. In addition, the City shall assign to the Agency any contracts the City has in effect for the Projects, and the Agency shall assume the City's liabilities under such contract.

**6. Estimate of Total Costs**

The City and the Agency estimate that the total costs to be paid by the Agency to the City hereunder will not exceed \$30 million for fiscal years 2008-09 through 2012-13. Hereinafter, the respective annual budgets of the parties shall provide this general information.

**7. Ownership**

All Projects shall be the property of the Agency, and the Agency shall be entitled to all fees and revenues generated by the Projects, regardless of whether amount due for Projects under this Agreement have been paid. Notwithstanding any other provision herein, the Agency may transfer ownership of the project to another, including the City.

**8. Term; Early Termination**

8.1 This agreement shall be in effect for a period of up to and including the 30<sup>th</sup> day of June, 2014, and may be extended upon written agreement of both parties.

8.2 Prior to the date specified in Section 8.1, this agreement may be terminated only upon written agreement of both parties.

8.3 The obligation of the Agency to pay amounts due for Projects in accordance with this Agreement shall survive termination of this Agreement.

**9. Records**

The City shall maintain accurate records of all costs it incurs for the Projects, and shall make those records available to the Agency for inspection at the request of the Agency.

**10. Compliance with Law**

The City shall develop the Projects in compliance with all federal and state laws applicable to public projects and public contracts.

THE URBAN RENEWAL AGENCY  
OF THE CITY OF WILSONVILLE

CITY OF WILSONVILLE, OREGON

By: \_\_\_\_\_  
Arlene Loble, Executive Director

By: \_\_\_\_\_  
Arlene Loble, City Manager

MAILING ADDRESS:  
Urban Renewal Agency  
29799 SW Town Center Loop East  
Wilsonville, Oregon 97070

MAILING ADDRESS  
City of Wilsonville  
29799 SW Town Center Loop East  
Wilsonville, Oregon 97070

Approved as to form:

By: \_\_\_\_\_  
Michael E. Kohlhoff, City Attorney