

THE URBAN RENEWAL AGENCY OF THE CITY OF WILSONVILLE

RESOLUTION NO. 11

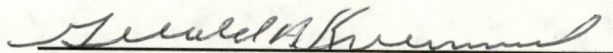
A RESOLUTION AUTHORIZING THE WILSONVILLE URBAN RENEWAL AGENCY TO ENTER INTO AN INTERGOVERNMENTAL DEVELOPMENT AGREEMENT WITH THE CITY OF WILSONVILLE.

WHEREAS, the Wilsonville Urban Renewal Agency and 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 OF WILSONVILLE RESOLVES AS FOLLOWS:

1. The Chairman of the Wilsonville Urban Renewal Agency is authorized to enter into, on behalf of the Agency with the City of Wilsonville, an Intergovernmental Development Agreement, a copy of which is marked Exhibit "A", attached hereto and incorporated by reference herein.

ADOPTED by the City of Wilsonville at a regular meeting thereof this 21st day of June, 1993, and filed with the Wilsonville City Recorder this date.



GERALD A. KRUMMEL, Chair

ATTEST:



VERA A. ROJAS, CMC/AAE, City Recorder



## 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 21st day of June, 1993, 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.

"Report" means the Report on The Year 2000 Plan, dated July 16, 1990, and adopted August 29, 1990, and as it may be amended from time to time.

### 2. Recitals.

2.1 The Projects are all urban renewal projects which are described in the Plan and referenced in the Report, 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 "Bonded indebtedness" is defined by ORS 310.140(14) as "any formally executed written agreement representing a promise...to pay to another a specified sum of money, at a specified date or dates at least one year in the future." This agreement is not bonded indebtedness because it does not specify the amount to be paid by the Agency to the City, and because it does not specify the dates on which the amounts due hereunder shall be paid.

2.4 This agreement is indebtedness of the agency within the meaning of ORS 457.450 because it obligates the Agency to pay Tax Increment Revenues to the City to carry out the Plan, and because the Tax Increment Revenues have been irrevocably pledged to the City for such payment.

2.5 The City has 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 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 which are incurred by the City pursuant to this Agreement, within five business days after the City bills the Agency for such costs. The City shall not bill the Agency for costs which the City will pay to third parties more than fifteen business days prior to the date on which the City is obligated to pay such costs to the third parties. The City shall not bill the Agency for costs for City services until the services have been rendered.

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 of the Agency which are sold to financial institutions or in the public securities markets.

4.3 This agreement of the Agency to pay the costs of the Projects constitutes "other indebtedness" within the meaning of ORS 457.440(2)(b) and is intended to be a "subordinate obligation" as may be generally defined in note and bond provisions as may hereinafter be agreed upon.

4.4 If the Agency fails to pay costs billed by the City in accordance with this Agreement within ten days after they are billed to the Agency, the Agency shall pay the City interest on those costs from the tenth day after they are billed until they are paid, at the rate paid to local governments on deposits in the Oregon Short Term Fund for that period.

#### **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 to make payments to the City under this Agreement. 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 to pay the City.

5.2 If this Agreement terminates pursuant to Section 8, below, prior to the completion of the Projects, the City shall bill the Agency for 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 contracts.

#### **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 \$280,000 for material and service and \$6,070,000 in capital construction, in fiscal year 1993-1994. 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 amounts due to the City under this



Agreement have been paid. Notwithstanding any other provision herein, the Agency may transfer ownership of a 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 September 27, 2004, and may be extended upon written agreement of both parties.

8.2 Prior to the date specified in Section 8.1, and except as provided in Section 6, above, this agreement may be terminated only upon written agreement of both parties.

8.3 The obligation of the Agency to pay amounts billed by the City hereunder in accordance with this Agreement shall survive termination of this Agreement.

**9. Records.**

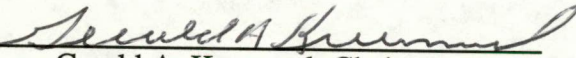
The City shall maintain accurate records of all costs it incurs for the Projects, and shall make those records available to the Agency for inspection at the request of the Agency.


**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**

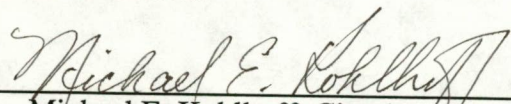
By   
Gerald A. Krummel, Chairman

By   
Arlene Loble, City Manager

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Approved as to form:

By   
Michael E. Kohlhoff, City Attorney