



URBAN RENEWAL AGENCY AGENDA

October 17, 2022 at 7:00 PM

Wilsonville City Hall & Remote Video Conferencing

PARTICIPANTS MAY ATTEND THE MEETING AT:

City Hall, 29799 SW Town Center Loop East, Wilsonville, Oregon

YouTube: <https://youtube.com/c/cityofwilsonvilleor>

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

TO PARTICIPATE REMOTELY OR PROVIDE PUBLIC COMMENT:

Register with the City Recorder:

CityRecorder@ci.wilsonville.or.us or 503-570-1506

Individuals may submit comments online at: <https://www.ci.wilsonville.or.us/SpeakerCard>,
via email to the address above, or may mail written comments to:

City Recorder - Wilsonville City Hall

29799 SW Town Center Loop East, Wilsonville, OR 97070

CALL TO ORDER

1. Roll Call
2. Motion to approve the following order of the agenda.

CITIZEN INPUT

This is an opportunity for visitors to address the Urban Renewal Agency 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 Urban Renewal Agency will make every effort to respond to questions raised during citizen input before tonight's meeting ends or as quickly as possible thereafter. Please limit your comments to three minutes.

CONSENT AGENDA

3. [URA Resolution No. 328](#)

[A Resolution Of The City Of Wilsonville Urban Renewal Agency 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. \(Katko\)](#)

4. [URA Resolution No. 331](#)

[A Resolution Of The City Of Wilsonville Urban Renewal Agency Authorizing The City Manager To Execute A Construction And Funding Agreement With Portland & Western Railroad, Inc. For Re-Construction Of A Grade Crossing At The 5th Street Railroad Crossing Associated With The 5th Street / Kinsman Road Extension Project. \(Weigel\)](#)

5. [Minutes of the September 19, 2022 Urban Renewal Agency Meeting. \(Veliz\)](#)

NEW BUSINESS

CONTINUING BUSINESS

PUBLIC HEARING

6. [URA Resolution No. 330 \(Legislative Hearing\)](#)

[A Resolution Of The City Of Wilsonville Urban Renewal Agency Authorizing A Supplemental Budget Adjustment For Fiscal Year 2022-23. \(Smith\)](#)

ADJOURN

Time frames for agenda items are not time certain (i.e. agenda items may be considered earlier than indicated). The City will endeavor to provide the following services, without cost, if requested at least 48 hours prior to the meeting by contacting the City Recorder at 503-570-1506 or CityRecorder@ci.wilsonville.or.us: assistive listening devices (ALD), sign language interpreter, and/or bilingual interpreter. Those who need accessibility assistance can contact the City by phone through the Federal Information Relay Service at 1-800-877-8339 for TTY/Voice communication.

Habr  interpretes disponibles para aqu llas personas que no hablan Ingl s, previo acuerdo. Comun quese al 503-570-1506.



**URBAN RENEWAL AGENCY MEETING
STAFF REPORT**

Meeting Date: October 17, 2022		Subject: URA Resolution No. 328 Intergovernmental Agreement (IGA) – City and Urban Renewal Agency/Year 2000 Plan to Lend and Repay \$4,000,000	
		Staff Member: Keith Katko, 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 checked="" 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 2022-23 Urban Renewal/Year 2000 Plan projects, including 5 th Street Kinsman (CIP 4196) and Boeckman Dip Bridge (CIP 4212). Action completes the maximum indebtedness available for the Year 2000 Plan.	
Staff Recommendation: Staff recommends the Urban Renewal Agency (URA) adopt the Consent Agenda.			
Recommended Language for Motion: I move to adopt the Consent Agenda.			
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:

Urban Renewal Agency action is needed to approve an intergovernmental agreement (IGA) for an overnight loan between the City of Wilsonville and the Urban Renewal (UR) Agency for \$4,000,000.

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 Year 2000 Plan District will have 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 will lend to Agency \$4,000,000 at the existing Oregon Short Term Fund savings rate at date of overnight loan.
- The overnight loan will take place before FYE 2023 and upon collection of adequate UR tax proceeds to pay back the loan the next day. The Agency will repay the amount from tax increment funds on hand the day after receipt of the loan.
- Total borrowing is subordinate to outstanding senior lien debt and will fully complete the plans Maximum Indebtedness.

EXPECTED RESULTS:

Authorizing the IGA by the respective resolution of the City and the UR Agency will provide cash resources of \$4,000,000 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 before FYE 2023; upon collection of adequate UR tax proceeds to pay back the loan the next day.

CURRENT YEAR BUDGET IMPACTS:

This loan and the repayment were included in the adopted FY 2022-23 UR Agency budget.

COMMUNITY INVOLVEMENT PROCESS:

This loan and the repayment were included as part of the adopted FY 2022-23 City and UR Agency budget.

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. 328
 - A. Intergovernmental Agreement between the City and the Urban Renewal Agency

THE URBAN RENEWAL AGENCY OF THE CITY OF WILSONVILLE
URA RESOLUTION NO. 328

A RESOLUTION OF THE CITY OF WILSONVILLE URBAN RENEWAL AGENCY 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 \$4,000,000 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 \$4,000,000 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. This Resolution is effective upon adoption.

ADOPTED by the Wilsonville Urban Renewal Agency at a regular meeting thereof this 17th day of October, 2022, and filed with the Wilsonville City Recorder this 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 \$4,000,000; FROM THE CITY OF WILSONVILLE TO
THE URBAN RENEWAL AGENCY OF THE CITY OF WILSONVILLE FOR THE PURPOSE OF
FUNDING APPROVED PROJECTS IN THE YEAR 2000 PLAN**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into between the City of Wilsonville, an Oregon municipal corporation (the City), and the Urban Renewal Agency of the City of Wilsonville, Oregon, an 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), authorize 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 \$103,196,524 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 \$4,000,000 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 \$4,000,000 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, and 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 \$4,000,000 on or before June 29, 2023. Interest on the loan, at a rate equal to the Oregon Short-Term Bond fund (LGIP) savings rate at date of the overnight loan 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 June 30, 2023.

Section 6: Consideration. In consideration of the terms and conditions set forth herein, the City agrees to loan up to \$4,000,000 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 minimum 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 kind, 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 this Agreement may be waived except in writing by the party waiving compliance. No waiver of any provision of this 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 this 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 MEETING
STAFF REPORT**

Meeting Date: October 17, 2022		Subject: URA Resolution No. 331 Authorizing the City Manager to Execute a Construction and Funding Agreement with Portland & Western Railroad, Inc. for re-construction of a grade crossing at the 5 th Street railroad crossing associated with the 5 th Street / Kinsman Road Extension project (Capital Improvement Project No. 1139, 2099, & 4196) Staff Member: Zachary Weigel, P.E. City Engineer Department: Community Development	
Action Required		Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Board 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 adopt the URA Consent Agenda.			
Project / Issue Relates To:			
<input checked="" type="checkbox"/> Council Goals/Priorities: Goal 1.5 Implement existing transportation plans and advance planning efforts to improve our local transportation network.	<input checked="" type="checkbox"/> Adopted Master Plan(s): Transportation System Plan Project RE-04	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE AGENCY:

An Urban Renewal Agency (URA) Resolution approving a Construction and Funding Agreement with Portland & Western Railroad, Inc. in the amount of \$1,571,757.75 for re-construction of a grade crossing at the 5th Street railroad crossing associated with the 5th Street / Kinsman Road Extension (CIP #1139, 2099, and 4196) project.

EXECUTIVE SUMMARY:

The 5th Street / Kinsman Road Extension project (Project) is identified as a high priority project in the 2013 Transportation System Plan (TSP amended in 2020) as Project RE-04 and the Year 2000 Urban Renewal Plan. The Project will extend 1000 feet of Kinsman Road south of Wilsonville Road, 1800 feet of 5th Street west of Boones Ferry Road with a new intersection of Kinsman Road and 5th Street, and 2000 feet of Ice Age Tonquin Trail and includes installation of two bridge crossings of Coffee Lake Creek, and extension of sanitary and water mains. The Project includes installation of new railroad crossing at 5th Street, replacing the existing stop sign controlled crossing with a new railroad signal and gate arms along with supporting signing and striping improvements.

Design and construction of the 5th Street railroad crossing as part of the Project requires the City enter into agreement with Portland & Western Railroad (Railroad). The Railroad hires their own engineer and contractor to design and construct the railroad crossing improvements in coordination with the Project. The City reimburses the Railroad for all coordination, design and construction costs associated with the railroad crossing improvements.

On June 16, 2017, the City entered into an Agreement for Provision of Preliminary Engineering Services in Connection with Grade Crossing Improvements with the Railroad for preliminary engineering design of the 5th Street railroad crossing as part of the Project. On March 15, 2021, the City extended the Railroad Agreement for Phase II preliminary engineering and construction inspection services for the 5th Street railroad crossing project.

Now that the Railroad has completed preliminary engineering, prepared construction documents, and determined construction costs, a Construction and Funding Agreement between the Railroad and City is necessary to continue with construction of the railroad crossing improvements.

EXPECTED RESULTS:

Portland and Western Railroad will construct the 5th Street railroad crossing improvements in coordination with the 5th Street / Kinsman Road Extension project.

TIMELINE:

Construction of the 5th Street railroad crossing improvements is anticipated to be complete in the second quarter of 2023 in coordination with construction of the 5th Street / Kinsman Road Extension project.

CURRENT YEAR BUDGET IMPACTS:

The approved Fiscal Year (FY) 22/23 budget includes funding for construction, contract administration, and overhead for the 5th Street / Kinsman Road Extension project. The source of project funds for this work include System Development Charges (SDC) and Year 2000 Urban Renewal Agency (URA) as summarized below:

CIP No.	Project Component	Funding Source	FY 22/23 Budget	Agreement Total
1139	Water System	Water SDC	\$5,000.00	\$91,161.95
2099	Sewer System	Sewer SDC	\$5,000.00	\$111,594.80
4196	Roadway System	Year 2000 URA	\$3,417,633.00	\$1,369,001.00
		Total	\$3,639,633.00	\$1,571,757.75

Note that Project construction is budgeted across FY 21/22 and FY 22/23. Unspent funds from FY 21/22 will be transferred to FY 22/23 as part of the first budget supplement. The total budget includes a 5% construction contract contingency to allow for change order and contract amendments during construction.

The contract amounts for the water and roadway portion is anticipated to exceed the available FY 22/23 Budget, including the transfers from FY 21/22, by \$37,000 and \$560,000 respectively. The first budget supplemental will add water and roadway funds to the Project. In review of applicable fund account balance, additional funds are available to support the increased cost of the Project through the use of water SDC, road operating, and American Rescue Plan Act funds.

COMMUNITY INVOLVEMENT PROCESS:

The Boones Ferry Road to Brown Road Connector Corridor Plan included an extensive community involvement process with multiple stakeholder meetings, two public meetings, an on-line survey, and hearings before both City Council and the Planning Commission.

During the 2017 design phase of the 5th Street / Kinsman Road Extension project, engagement of the community has included three public open houses, meetings with several landowners, two City Council meetings, and regular informational updates on the project website and social media.

Coordination and outreach to the surrounding community and adjacent property owners will continue throughout construction, providing regular updates and notifications through the use of flyers, door hangers, social media posts, press releases, and Boones Ferry Messenger articles.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

Construction of the 5th Street / Kinsman Road Extension project will provide additional connectivity in south Wilsonville with a new route between Old Town and Kinsman Road that parallels Wilsonville Road and provides an alternate to using the Wilsonville Road / Boones Ferry Road intersection, which experiences frequent congestion when I-5 approaches capacity. This project will also provide infrastructure and access to serve future industrial and residential development in the Arrowhead Creek Planning Area.

Along with constructing the roadway, both water and sanitary sewer will be extended within the road right-of-way. The project will construct a significant segment of Ice Age Tonquin Trail providing bicycle and pedestrian connectivity between the residential neighborhoods in southwest Wilsonville to commercial businesses along Boones Ferry Road, to Boones Ferry Park and Memorial Park, and to the neighborhoods east of I-5 and south of Wilsonville Road.

ALTERNATIVES:

Current final project design is based on coordination between City Staff, the design consultant team, neighboring property owners, the Old Town neighborhood, and City Council direction over the course of the Project design since 2016.

The 5th Street railroad crossing must be improved to current design standards as part of the 5th Street and Kinsman Road extension. Design and construction of the railroad crossing must be completed in accordance with Portland and Western Railroad requirements.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Project Location Map
2. URA Resolution No. 331
 - A. Portland & Western Railroad, Inc. Construction and Funding Agreement



WILSONVILLE
COMMUNITY DEVELOPMENT

5th Street / Kinsman Road Extension Project Project Location Map

DISCLAIMER

This product is for informational purposes and may not have been prepared for, or be suitable for, legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.



THE URBAN RENEWAL AGENCY OF THE CITY OF WILSONVILLE
URA RESOLUTION NO. 331

A RESOLUTION OF THE CITY OF WILSONVILLE URBAN RENEWAL AGENCY AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION AND FUNDING AGREEMENT WITH PORTLAND & WESTERN RAILROAD, INC. FOR RE-CONSTRUCTION OF A GRADE CROSSING AT THE 5TH STREET RAILROAD CROSSING ASSOCIATED WITH THE 5TH STREET / KINSMAN ROAD EXTENSION PROJECT.

WHEREAS, the City has planned and budgeted for completion of Capital Improvement Projects #139, 2099, and 4196, known as 5th Street / Kinsman Road Extension project (the Project); and

WHEREAS, the extension of 5th Street and Kinsman Road as part of the Project necessitate safety and regulatory improvement of the 5th Street railroad crossing; and

WHEREAS, the 5th Street railroad crossing is under the jurisdiction of Portland & Western Railroad (Railroad) and subject to Railroad design and construction requirements; and

WHEREAS, the City entered into an Agreement for Provision of Preliminary Engineering Services in Connection with Grade Crossing Improvements with Portland & Western Railroad for preliminary engineering and construction inspection services for the 5th Street railroad crossing as part of the Project; and

WHEREAS, the preliminary engineering work is complete and the City desires to enter into a Construction and Funding Agreement with the Railroad to construct the 5th Street railroad crossing as part of the Project; and

WHEREAS, construction of the 5th Street railroad crossing will allow for timely completion of the Project.

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

Section 1. The Urban Renewal Agency Board authorizes the City Manager to enter into and execute, on behalf of the City of Wilsonville, a Construction and Funding Agreement with Portland & Western Railroad, Inc. for an amount of \$1,571,757.75, which is substantially similar to **Exhibit A** attached hereto.

Section 2. Effective Date. This Resolution is effective upon adoption.

ADOPTED by the Wilsonville Urban Renewal Agency at a regular meeting thereof this 17th day of October, 2022, and filed with the Wilsonville City Recorder this date.

JULIE FITZGERALD, CHAIR

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Chair Fitzgerald

Member Akervall

Member Lehan

Member West

Member Linville

EXHIBIT:

A. Portland & Western Railroad, Inc. Construction and Funding Agreement



EXHIBIT A

RE Contract: _____
P&W RR Project#: 17PWR43R

Item 4.

**PORTLAND & WESTERN RAILROAD, INC.
CONSTRUCTION AND FUNDING AGREEMENT
RE-CONSTRUCTION OF GRADE CROSSING**

MILEPOST 42.97
CITY OF WILSONVILLE, COUNTY OF CLACKAMAS, STATE OF OREGON

THIS AGREEMENT made this _____ day of _____, 2022, by and between the **CITY OF WILSONVILLE**, hereinafter called "**Roadway Authority**", and **PORTLAND & WESTERN RAILROAD, INC.**, a New York corporation, hereinafter called "**Railway**":

WITNESSETH:

WHEREAS, in the interest of public safety and aiding motor vehicle traffic, **Roadway Authority** wishes to reconstruct an existing public crossing, specifically referred to as **RAILWAY's Milepost 42.97, OE District, with DOT# 058317F, Railroad Project # 17PWR43R** hereinafter called "**Project**"; located in the City of Wilsonville, County of Clackamas, State of Oregon, with **Exhibit "A"** attached hereto being a Project Print that shows the type, size and location of the new at-grade crossing structure; and

WHEREAS, the **Roadway Authority** is willing to undertake the entire cost and expense of construction of the Project with City funds available for this purpose and the **Railway** is willing to consent to and assist with the work related to the implementation of the Project upon the terms and conditions herein stated and not otherwise; and

WHEREAS, the State of Oregon, working through its Department of Transportation, Railroad Division (ODOT), has reviewed the public safety, necessity, convenience and general welfare of the crossing and will issue an ODOT Order authorizing the reconstruction of the crossing and defining the respective responsibilities of the Roadway Agency and Railway in constructing the crossing;

WHEREAS, said **Project** shall be constructed in accordance with plans and designs which shall be subject to the mutual approval of **Railway** and **Roadway Authority**, and

WHEREAS, the **Railway** and **Roadway Authority** hereto desire to contract with reference to the work to be done by each of those in connection therewith, the manner of the work to be performed, and the payment of costs and expense therein involved.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is mutually agreed as follows:



I. Performance of Work

The **Roadway Authority** and **Railway** will each perform various items of work as described below:

A. WORK TO BE PERFORMED AND MATERIALS FURNISHED BY EITHER **ROADWAY AUTHORITY** OR ITS CONTRACTOR AT **ROADWAY AUTHORITY** EXPENSE

1. Project Plans & Specifications and Construction
Except as otherwise herein provided, furnish all plans, engineering, supervision, labor, material, supplies and equipment necessary for construction of the Project. **Roadway Authority** shall obtain written approval of Project Plans & Specifications from **Railway** prior to construction of the Project.
2. Roadway Construction
Bear responsibility for the construction of the highway roadbed outside of the **Railway** ties and the roadway up to the edge of the railroad crossing surface to include but not limited to all pavement structure, pavement surface, shoulders, drainage, sidewalks, pavement striping, advance pavement markings, erosion control, tree cutting, mowing, and advance warning signs.
3. Subgrade Utility Construction
Bear responsibility for (i) ensuring that each utility line is installed in accordance with a written agreement with **Railway** and (ii) the construction of the new utility lines under the track for **Roadway Authority** use to be installed as part of this project. All Subgrade Utility Crossings under tracks will be installed in accordance with **Railway** requirements and specifications.
4. Maintenance of Traffic
Bear responsibility for all traffic detours, maintenance of traffic, and all other roadway modifications, permanent or temporary, necessary for **Railway** to complete crossing construction, including warning device installations, ditching, track raise, etc., in addition to doing the same for the adjacent streets and private crossing closures as required by the ODOT Order.
5. Schedule & Notification
Provide project construction schedule and notify **Railway** sixty (60) days prior to date **Railway** is to perform work and/or provide flagging services.

B. WORK TO BE PERFORMED AND MATERIALS FURNISHED BY THE **RAILWAY** AT **ROADWAY AUTHORITY** EXPENSE

1. Engineering and Bill Preparation
Perform preliminary and special engineering, review, and inspection services, including field and office work and preparation of bills.
2. Construction

SIGNAL WORK

The **Railway**, at the **Roadway Authority's** expense, will install track circuitry, 2 new LED flashing-light signals, 2 new LED signaled automatic gates, and related crossing safety equipment to accommodate the **Roadway Authority's** construction plans previously provided to the **Railway** and in accordance with the ODOT Order, Section 3 and the



attached drawings No. R4, dated June 7, 2022 (or the latest revision) attached as **Exhibit “A”** with projected cost estimates for construction described in **Exhibit “B”**.

CROSSING SURFACE/ RESURFACE WORK

The **Railway**, at the **Roadway Authority's** expense, will install 81.25 track feet of new concrete crossing surface at the crossing site in accordance with the ODOT Order, Section 3 and the attached drawing No. R4, dated June 7, 2022 (or the latest revision) attached as **Exhibit “A”** with projected cost estimates for construction described in **Exhibit “B”**.

The estimate provided in **Exhibit “B”** is not intended to be a guarantee of construction costs and actual construction cost may differ based upon variables encountered at and during construction.

For the **Project**, the work will commence following the issuance of a Notice to Proceed from the **Roadway Authority** to **Railway**.

3. Flagging

Perform flagging and furnish requested services and devices during construction operations of the **Roadway Authority** or its contractor, as deemed necessary by the **Railway**. **Any flagging cost or protective services performed by the Railway or its contractor shall be at the Roadway Authority's expense.**

III. Traffic Protection and Safety

All work herein provided for, to be done by the **Roadway Authority** or its contractors on the **Railway's** right-of-way, shall be performed by the **Roadway Authority** or its contractors in a manner satisfactory to the **Railway** and shall be performed at such time and in such manner as not to interfere unnecessarily with the movement of trains or traffic upon the tracks of the **Railway**. The **Roadway Authority** or its contractors shall enter into a “Right-of-Entry Agreement” with **Railway**, and provide **Railway** a copy of the actual signed agreement prior to the first entry onto **Railway's** right-of-way. The **Roadway Authority** shall reimburse the **Railway** for all actual costs thereof, including, without limitation, both direct and indirect labor additives. The **Railway** will submit bills for flagging and other protective services and devices currently during the progress of the work contemplated by this Agreement. The **Railway** shall have one hundred twenty (120) days to submit complete billing for flagging and other protective services and devices, and the **Roadway Authority** shall pay such bills within thirty (30) days of it receipt of billing. Wherever the safeguarding of trains or traffic of the **Railway** is mentioned in this Agreement, it is intended to cover and include all users of the **Railway's** tracks having permission for such use.

IV. Compensation

Not used.

V. Conditions, Restrictions, and Limitations

All the aforementioned rights are granted subject to the terms, provisions, conditions, restrictions, limitations, covenants, reservations and exceptions contained in this Agreement; and **Roadway Authority**, in the exercise of the rights and in the conduct of the **Project**, shall and will do, keep, observe and perform each and all of the terms, provisions, conditions, restrictions, limitations, covenants, reservations and exceptions.

The **Roadway Authority** shall ensure that its contractor(s) obtain and provide to **Railway** evidence that such contractor(s) have procured the insurance coverage described in **Exhibit “C”** attached to the Right of Entry



Agreement, hereinafter called “Insurance Requirements”, covering their work on **Railway**’s property covering this **Project**. The parties acknowledge and agree that the term “Railroad” in the Insurance Requirements shall mean **Railway**, including as named and additional insured, as specified therein, and copies of all insurance correspondence, binders, policies, certificates and endorsements shall be sent to PORTLAND & WESTERN RAILROAD, INC. (PNWR); Attn.: Property Management Dept., 1855 W. Baseline Rd. Suite 200, Mesa AZ 85202.

VI. Compliance with Federal Regulations

If the **Railway** enters into a contract or agreement with a contractor to perform any of the work, which the **Railway** is required to perform under the terms of this Agreement, the **Railway**, for itself, its assigns and successors in interest, agrees that it will not unlawfully discriminate in its choice of contractors.

VII. Signatory Warranty

Each party to this Agreement certifies that its signatory has the authority to enter into this agreement on behalf of its respective organization.

VIII. Term and Maintenance Responsibilities

The term of this Agreement commences on the date on the top of page one hereof and shall continue for a period not to exceed the earlier of the 12 months from the date construction commences within the **Railway**’s Right-of-Way or completion of the construction of the **Project** as determined by the **Railway**.

Maintenance responsibilities are as defined in the ODOT Order Number 51375.

IX. Assignment

Neither party has the right to assign this Agreement without the consent of the other.

X. Termination [Intentionally omitted.]

XI. Construction

The **Roadway Authority** shall complete all construction within one (1) year of the execution date of this agreement. If construction has not commenced within one (1) year, this agreement becomes null and void. If construction has commenced and is not complete, the **Roadway Authority** shall provide the **Railway** a time line for the completion of the construction. The **Railway** will review the time line and determine if amendments to the terms of this Agreement or supplemental agreements are required prior to the completion of construction.



RE Contract: _____
P&W RR Project#: 17PWR43R

Item 4.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year hereinafter written.

WITNESS:

**City of Wilsonville
AGENCY**

**By: _____
Bryan Cosgrove, City Manager**

WITNESS:

**Portland & Western Railroad, Inc., a New York
corporation**

Authorized Representative Signature

Authorized Representative Name (print) / Title



Exhibit "B"
RR PROJECT # 17PWR43R
Preliminary Cost Estimate for Total
Railroad costs of Construction of
PROJECT to Roadway Authority



Estimate No.: 058317F - 9/26/22

PORTLAND AND WESTERN RAILROAD (PNWR)
WILSONVILLE (CLACKAMAS), OREGON - 5th STREET

DOT#: 068317F
RR MP.: 3E-42.87

(WESTERN) Region
OE Subdivision

RAILROAD #: 17PWRR43R
XORAIL#: 106478

Summary

CROSSING WARNING SYSTEM (Includes all design, requisition, labor, materials, shop wiring, and installation)	\$406,000.00
CROSSING SURFACE/RESURFACE (Includes all design, requisition, labor, materials, and installation)	\$821,389.00
TRACK GRADE AND REHABILITATION (Includes all design, requisition, labor, materials, and installation)	In Surface
PRELIMINARY ENGINEERING (Phase 1) (Includes CONTRACT Labor for all Engineering, Agency Coordination, and Project Management)	\$3,887.00
AGREEMENTS & APPROVALS (Phase 2) (Includes CONTRACT Labor for all Engineering, Agency Coordination, and Project Management)	\$2,147.00
CONSTRUCTION ENGINEERING (Phase 3) (Includes CONTRACT Labor for all Engineering, Agency Coordination, and Project Management)	\$26,486.00
CROSSING CONTROL CIRCUIT DESIGN (Phase 1)	\$76,804.76
CIVIL / STRUCTURAL ENGINEERING (Phase 1)	\$0.00
CONSTRUCTION ENGINEERING INSPECTION (Estimated Construction Engineering Inspection cost based on 0 days @ \$1500 per day)	\$40,000.00
UTILITY CROSSING (0 new utility crossings @ \$4000 per crossing, includes application, engineering review, and right of entry)	\$0.00
RIGHT OF ENTRY FEE (Right of Entry Fee of \$1,500 is valid for 60 days, after 60 days, additional fees of \$750 per 30 days are required.)	\$0.00
FLAGGING SERVICES (Estimated Flagging Services cost based on 25 days @ \$1250 per day)	\$48,500.00
AC POWER SERVICE (Includes all Power Service Charges not included in other costs)	\$34,000.00
OTHER: PNWR (\$6,000); Fiber Extension (\$71,800); Fiber Hook-up (\$8,338); 10% Contingency (\$34,407)	\$114,546.00
TOTAL ESTIMATE COST	\$1,571,757.75 (USD)

DATE: 9/26/22

RESPONSIBLE PARTY:

Name: City of Wilsonville
Number: TBD
Contact: Zach Weigel

NOTE: This Estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower, resource availability, and other factors known as of the date prepared. The actual cost for Railroad work may differ based upon the agency's requirements, their contractors work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work. If any extended time elapses from the date of this Estimate, the Railroad will reserve the right to update the estimate to current price values, and require agency's approval before any work by Railroad will commence.



URBAN RENEWAL AGENCY MINUTES

September 19, 2022 at 7:00 PM

Wilsonville City Hall & Remote Video Conferencing

CALL TO ORDER

1. Roll Call

The Urban Renewal Agency held a regular meeting on September 19, 2022 in the Wilsonville City Hall immediately following the adjournment of the City Council meeting. The Chair called the URA meeting to order at 8:24 p.m. followed by roll call.

PRESENT

Chair Julie Fitzgerald
Vice-Chair Kristin Akervall
Member Charlotte Lehan
Member Ben West
Member Joann Linville

STAFF PRESENT

Bryan Cosgrove, City Manager
Ryan Adams, Assistant City Attorney
Kimberly Veliz, City Recorder
Zoe Mombert, Assistant to the City Manager
Andrew Barrett, Capital Projects Engineering Manager

2. Motion to approve the following order of the agenda.

Motion: Moved to approve the following order of agenda.

Motion made by Member West, Seconded by Member Lehan.

Voting Yea:

Chair Fitzgerald, Vice-Chair Akervall, Member Lehan, Member West, Member Linville

Vote: Motion carried 5-0.

CITIZEN INPUT

This is an opportunity for visitors to address the Urban Renewal Agency 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 Urban Renewal Agency will make every effort to respond to questions raised during citizen input before tonight's meeting ends or as quickly as possible thereafter. Please limit your comments to three minutes.

There was none.

CONSENT AGENDA

The Assistant City Attorney read the titles of the URA Consent Agenda item into the record.

3. **URA Resolution No. 329**

A Resolution Of The City Of Wilsonville Urban Renewal Agency Authorizing The City Manager To Execute A Professional Services Agreement Contract Amendment With MurraySmith, Inc. For Owner's Representative Services For The Boeckman Road Corridor Project (Capital Improvement Project # 2102, 4205, 4206, 4212, And 7067).

4. Minutes of the August 1, 2022 Urban Renewal Agency Meeting.

Motion: Moved to approve the Consent Agenda as read.

Motion made by Member Lehan, Seconded by Member Linville.

Voting Yea:

Chair Fitzgerald, Vice-Chair Akervall, Member Lehan, Member West, Member Linville

Vote: Motion carried 5-0.

NEW BUSINESS

There was none.

CONTINUING BUSINESS

There was none.

PUBLIC HEARING

There was none.

ADJOURN

The Chair adjourned the meeting at 8:26 p.m.

Respectfully submitted,

Kimberly Veliz, City Recorder

ATTEST:

Julie Fitzgerald, Chair

DRAFT



**URBAN RENEWAL AGENCY MEETING
STAFF REPORT**

Meeting Date: October 17, 2022		Subject: URA Resolution No. 330 Supplemental Budget Adjustment	
		Staff Member: Katherine Smith, Assistant Finance Director	
		Department: Finance	
Action Required		Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input checked="" type="checkbox"/> Public Hearing Date: October 17, 2022 <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Board 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. 330.			
Recommended Language for Motion: I move to adopt URA Resolution No. 330.			
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 AGENCY:
A supplemental budget resolution for the FY2022-23 budget year.

EXECUTIVE SUMMARY:

Oregon's Local Budget Law allows the URA Board to amend the adopted budget for an occurrence or condition that was not known at the time the budget was adopted. The Fiscal Year 2022-23 Budget was adopted by the Agency on May 19, 2022

Budget Adjustment Resolution

This supplemental budget includes the re-appropriation of funds from the prior fiscal year for capital projects (CIPs) that were started but not completed in that fiscal year. The CIP rollover request of \$1,929,116 includes \$1,809,116 of direct costs and \$120,000 of overhead costs, as detailed in the attached, Exhibit A.

EXPECTED RESULTS:

The Urban Renewal Districts are required to amend their respective annual budget in accordance with Oregon local budget law. It is required to have the supplemental budget adjustment approved by the Board during a public hearing at a regularly scheduled meeting.

TIMELINE:

As required by Local Budget Law, a notice for the public hearing has been published in the Wilsonville Spokesman on October 5, 2022 and October 12, 2022. The adoption of the Supplemental Budget Adjustment is required prior to the end of the fiscal year, June 30, 2023.

CURRENT YEAR BUDGET IMPACTS:

See detail outlined in Exhibit A.

COMMUNITY INVOLVEMENT PROCESS:

The public hearing will be held on October 17, 2022 as a part of the adoption process.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

The amended budget provides for the delivery of services and construction of capital projects throughout the community.

ALTERNATIVES:

Not approving the attached supplemental budget could result in overspending current budget appropriations. The City is required to disclose all excess of expenditures over appropriations in the Annual Comprehensive Financial Report (ACFR).

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. URA Resolution No. 330
 - A. Exhibit A – Need, Purpose and Amount: Detail by Fund & Category

THE URBAN RENEWAL AGENCY OF THE CITY OF WILSONVILLE
URA RESOLUTION NO. 330

**A RESOLUTION OF THE CITY OF WILSONVILLE URBAN RENEWAL AGENCY AUTHORIZING
A SUPPLEMENTAL BUDGET ADJUSTMENT FOR FISCAL YEAR 2022-23.**

WHEREAS, the Urban Renewal Board adopted a budget and appropriated funds for fiscal year 2022-23 by Resolution 330; and

WHEREAS, unanticipated revenues and expenditures are expected to exceed original adopted budget in some of the Agency's funds and budgetary changes are necessary within these funds to provide increased appropriation levels to expend the unforeseen revenues; and

WHEREAS, ORS 294.480 provides that a government may increase the current year adopted budget through supplemental appropriations provided publication notice is met and a public hearing is held; and,

WHEREAS, all transfers from contingencies within the fiscal year to date aggregate have exceeded fifteen percent (15%) of the fund's total appropriations; and,

WHEREAS, all expenditure transfers within the fiscal year to date aggregate to not more than ten percent (10%) of the fund's total expenditures; and,

WHEREAS, to facilitate clarification of the adjustments in this resolutions Attachment A to this resolution provides a summary by fund of the appropriation categories affected by the proposed adjustments of budget appropriation and the purpose of the expenditure.

WHEREAS, consistent with local budget law and based upon the foregoing, the staff report in this matter and public hearing input, the public interest is served in the proposed supplemental budget adjustment.

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

The Agency adopts the Supplemental Budget to the Fiscal Year 2022-23 adopted budget by amending the estimated revenues and appropriations within the funds and categories as delineated and explained in Attachment A, attached hereto and incorporated by reference as if fully set forth herein.

This resolution is effective upon adoption.

ADOPTED by the Wilsonville Urban Renewal Agency at a regular meeting thereof this 17th day of October, 2022, and filed with the Wilsonville City Recorder this date.

JULIE FITZGERALD, CHAIR

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Chair Fitzgerald

Member Akervall

Member Lehan

Member West

Member Linville

EXHIBIT:

A. Need, Purpose, and Amount: Detail by Fund & Category

ATTACHMENT A
NEED, PURPOSE AND AMOUNT: DETAIL BY FUND & CATEGORY

	Current Appropriations	Change in Appropriations	Amended Appropriations
Year 2000 Urban Renewal Capital Projects Fund			
Resources			
Fund balances - beginning	12,653,567	1,929,116	14,582,683
Total other resources	4,088,570	-	4,088,570
Total Resources	<u>\$ 16,742,137</u>	<u>\$ 1,929,116</u>	<u>\$ 18,671,253</u>
Requirements			
Capital Outlay	16,089,442	1,809,116	17,898,558
Materials & Services	347,000	120,000	467,000
Contingency	305,695	-	305,695
Total Requirements	<u>\$ 16,742,137</u>	<u>\$ 1,929,116</u>	<u>\$ 18,671,253</u>
Budget request is to recognize unspent budget authority from FY 2021-22. The request is for the funding of 5th Street to Kinsman (4196).			