

A RESOLUTION OF THE URBAN RENEWAL
AGENCY OF THE CITY OF LEBANON,
OREGON AUTHORIZING A \$300,000
INDEBTEDNESS FOR THE NORTHWEST
LEBANON URBAN RENEWAL AREA

RESOLUTION NO. 22
for 1997

WHEREAS, the Urban Renewal Agency of the City of Lebanon, Oregon (the "Agency") finds it desirable to incur an indebtedness to pay the costs of redevelopment projects within the Northwest Lebanon Urban Renewal Area (the "Area") which are described in the Northwest Lebanon Urban Renewal Area Plan (the "Plan") of the Agency; and

WHEREAS, the Agency has certified, or will certify, tax increment revenues of the Northwest Lebanon Urban Renewal Area for collection in fiscal year 1997-1998 in an amount not less than \$ 789,901.

NOW, THEREFORE, THE URBAN RENEWAL AGENCY OF THE CITY OF LEBANON, OREGON RESOLVES:

Section 1. Definitions. For purposes of this resolution, the following capitalized terms shall have the following meanings unless the context clearly requires otherwise:

"Annual Debt Service" means the amount in a given fiscal year necessary for the payment of the principal of and interest on the Indebtedness.

"Area" means the Northwest Lebanon Urban Renewal Area which is described in the Plan.

"City" means the City of Lebanon, Oregon, a city duly organized and existing under and by virtue of the laws of the State of Oregon and the Charter of the City.

"Code" means the United States Internal Revenue Code of 1986, as amended.

"Finance Director" means the Finance Director of the City.

"Indebtedness" means the indebtedness authorized by this Resolution.

"Lender" means the lender of the Indebtedness.

"Plan" means the Agency's Urban Renewal Plan for the Northwest Lebanon Urban Renewal Area.

"Tax Increment Revenues" means all revenues from property within the Area which are attributable to the increase in true cash value of property within the Area pursuant to section 1c, Article IX of the Oregon Constitution and Oregon Revised Statutes, Sections 457.420 and 457.460, inclusive, as amended, and all earnings thereon while the Tax Increment Revenues are held in the Tax Increment Fund.

"Tax Increment Fund" means the fund established under ORS 457.440(3) to hold the Tax Increment Revenues.

Section 2. Authorization of Indebtedness. The Agency is hereby authorized to incur the Indebtedness in a principal amount not to exceed \$300,000, to bear interest at an effective true interest cost of not more than six percent (6.0%), for a term not to exceed two (2) years, to be dated and mature on the dates and in the years and annual principal amounts as determined by the Finance Director.

Section 3. Use of Proceeds. The proceeds of the Indebtedness shall be used in accordance with Chapter 457 of the Oregon Revised Statutes to finance publicly owned facilities in the Area and to pay any costs incurred in connections with the Indebtedness.

Section 4. Security for the Indebtedness. (a) The Indebtedness shall not be a general obligation of the City, the Agency or Linn County, Oregon. The Indebtedness and the interest thereon shall be payable solely from the Tax Increment Revenues and the proceeds of the Indebtedness, all as provided herein. The Agency hereby irrevocably pledges the Tax Increment Revenues to pay the Indebtedness, and, to the extent that the Tax Increment Revenues are insufficient to pay debt service on the Indebtedness when due, covenants to pay such debt service from any unexpended proceeds of the Indebtedness.

(b) The Agency covenants and agrees that, to the extent it is legally authorized to do so, it will certify to the county assessor, for a each fiscal year the Indebtedness is outstanding, an amount equal to the sum of the Annual Debt Service.

Section 5. Events of Default and Remedies. (a) The Agency hereby finds and determines that the certification each fiscal year of Tax Increment Revenues in an amount which is not less than Annual Debt Service is essential to the payment and security of the Indebtedness, and the failure or refusal of the Agency to perform the covenants and obligations contained in this Resolution will impair the security for the Indebtedness.

(b) The following shall constitute "Events of Default":

1. If the Agency shall fail to pay any Annual Debt Service when due;

2. Except as provided in Section 5(c), if the Agency shall default in the observance and performance of any other of its covenants, conditions and agreements in this Resolution, and such default continues for ninety days after the Agency receives a written notice, specifying the Event of Default and demanding the cure of such default from the Lender;

(c) It shall not constitute an Event of Default Under Section 5(b)(2) if the default cannot practicably be remedied within ninety days after the Agency receives notice of the default, so long as the Agency promptly commences reasonable action to remedy the default after the notice is received, and continues reasonable action to remedy the default until the default is remedied.

(d) If an Event of Default occurs, the Lender may exercise the remedies specified by the Finance Director pursuant to Section 7.

(e) The Agency covenants that if an Event of Default shall have happened and shall not have been remedied, the books of record and account of the Agency and all other records relating to the Tax Increment Revenues shall at all reasonable times be subject to inspection by the Lender and its agents.

(f) No delay or omission of the Lender to exercise any right or power arising upon the happening of an Event of Default shall impair any right or power or shall be construed to be a waiver of any such Event of Default or to be an acquiescence therein; and every power and remedy given by Section 5(d) to the Lender may be exercised from time to time and as often as may be deemed expedient by the Lender.

(g) The Lender may waive any past default under this Resolution with respect to the Indebtedness and its consequences, except a default in the payment of the principal of or interest on the Indebtedness. No such waiver shall extend to any subsequent or other default or impair any right consequent thereon.

(h) No remedy by the terms of the Resolution conferred upon or reserved to the Lender is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Resolution or existing at law or in equity or by statute on or after the date of adoption of the Resolution; however, in no event, shall the Indebtedness be subject to acceleration.

Section 6. Amendment (a) This resolution may be amended or supplemented without the consent of the Lender for any one or more of the following purposes:

- (i) To add to the covenants and agreements of the Agency contained in this resolution any other covenants or agreements for the benefit of the Lender

thereafter to be observed by the Agency or to surrender any right or power herein reserved to or conferred on the Agency provided that, if the interest on the Indebtedness is excluded from gross income for federal income taxation, the Agency obtains an opinion of nationally recognized bond counsel that such amendment will not cause interest on the Indebtedness to be includable in gross income for federal income tax purposes; or

(ii) To cure any ambiguity or formal defect provided that, if the interest on the Indebtedness is excluded from gross income for federal income taxation, the Agency obtains an opinion of nationally recognized bond counsel that such amendment will not cause interest on the Indebtedness to be includable in gross income for federal income tax purposes.

(b) This resolution may be amended for any other purpose only upon consent of the Lender.

Section 7. Authorized Representative. The Finance Director is hereby authorized, on behalf of the Agency:

(a) To determine the dates, amounts and interest rates applicable to the Indebtedness, the prepayment provisions and all other terms of the Indebtedness;

(b) To approve of and distribute any financial or other disclosure information regarding the Agency, the Area and the Plan;

(c) To execute the Indebtedness; and

(d) To make covenants with the Lender and execute all documents on behalf of the Agency and to take any other action which is desirable in order to incur the Indebtedness in accordance with this Resolution.

Section 8. Special Counsel. The Agency appoints Mersereau & Shannon, LLP to serve as Special Counsel to the Agency in connection with the incurrence of the Indebtedness.

ADOPTED this 25th day of June, 1997.

URBAN RENEWAL AGENCY OF THE
CITY OF LEBANON

ATTEST:

By

Secretary

By

Chair