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RESOLUTION NO. 3258

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A FINANCING CONTRACT WITH OREGON BUSINESS DEVELOPMENT DEPARTMENT FOR THE DESIGN OF THE COFFEE CREEK DAY ROAD SEWER EXTENSION PROJECT (CAPITAL IMPROVEMENT PROJECT NO. 2115).

WHEREAS, the City has planned and budgeted for Capitol Improvement Project (CIP) #2155, known as the Coffee Creek Day Road Sewer Extension project (the "Project"); and

WHEREAS, the Project includes preliminary engineering and design work necessary to ready the Project for construction; and

WHEREAS, the Project was awarded state funds pursuant to Oregon Laws 2023, chapter 25, sections 14 to 23 (commonly known as Senate Bill 4 (2023), the "Act") in the amount of $250,000; and

WHEREAS, the City provided sufficient local match for the Project utilizing Coffee Creek Urban Renewal Funds; and

WHEREAS, the City of Wilsonville is required to enter into a Financing Contract ("Contract") with the State of Oregon, acting by and through its Oregon Business Development Department to ensure the funds are expended on the Project and

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

Section 1. The City Council does hereby approve and authorize the City Manager to sign financing contract No. C2025755 between the City of Wilsonville and State of Oregon, acting by and through its Oregon Business Development Department to ensure the project known as the Coffee Creek Day Road Sewer Extension (CIP #2115), proceeds as set forth in the City's Industrial Lands Loan Fund application. A copy of Financing Contract No. C2025755 marked **Exhibit A** is attached hereto and incorporated herein.

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

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 2nd day of March, 2026, and filed with the Wilsonville City Recorder this date.

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Signed by:
Mayor Shawn O'Neil
9FC7B198F01449B...

Shawn O'Neil, Mayor

ATTEST:

DocuSigned by:
Kimberly Veliz
E781DE10276B498...

Kimberly Veliz, MMC, City Recorder

SUMMARY OF VOTES:

Mayor O'Neil	YES
Council President Berry	YES
Councilor Cunningham	YES
Councilor Scull	YES
Councilor Shevlin	YES

EXHIBIT:

A. Financing Contract – Oregon Business Development Department Project No. C2025755

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Exhibit A
Resolution No. 3258

OREGON BUSINESS DEVELOPMENT DEPARTMENT
SEMICONDUCTOR INDUSTRIAL LANDS LOAN
FINANCING CONTRACT

Project Name: Day Road Sewer Design Project

Project Number: C2025755

This financing contract ("Contract"), dated as of the date the Contract is fully executed, is made by the State of Oregon, acting by and through its Oregon Business Development Department ("OBDD"), and City of Wilsonville ("Recipient") for financing of the project referred to above and described in Exhibit B ("Project"). This Contract becomes effective only when fully signed and approved as required by applicable law ("Effective Date"). Capitalized terms not defined in Section 1 and elsewhere in the body of the Contract have the meanings assigned to them by Exhibit A.

Pursuant to Oregon Laws 2023, chapter 25, sections 14 to 23 (commonly known as Senate Bill 4 (2023), the "Act"), OBDD is authorized to provide financial assistance including forgivable loans from moneys in the Industrial Lands Loan Fund ("Fund") to "Project Sponsors" as defined by section 14(9) of the Act. Pursuant to the Act, program administrative rules provided by OAR Chapter 123, Division 099 (the "Rules"), and the Semiconductor Industrial Lands Loan Program Guidelines (OBDD is authorized to award a loan to Recipient, a Project Sponsor.

This Contract includes the following, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

This Contract (without exhibits)	
Exhibit A	General Definitions
Exhibit B	Project Description; Project Special Conditions
Exhibit C	Project Budget
Exhibit D	Security
Exhibit E	Project Map

SECTION 1 - KEY TERMS

The following capitalized terms have the meanings assigned below.

"Collateral" means any property, real or personal, whether now owned or existing or hereafter acquired or arising, which is subject to a lien, security interest, pledge or assignment in favor of OBDD pursuant to any of security documents and any other agreement or loan document between Recipient and OBDD.

"Estimated Project Cost" means $780,000.

"Forgivable Loan Amount" means $250,000.

"Maturity Date" means the 10th anniversary of the Effective Date.

"Interest Rate" means 4.24% per annum, computed by counting actual days occurring in a 360-day year.

"Payment Date" means December 1.

"Project Closeout Deadline" means 90 days after the earlier of the Project Completion Date or the Project Completion Deadline.

"Project Completion Deadline" means 1 July 2027.

"Project Property" means SW Day Road right-of-way located in Washington County where undeveloped Industrial Land is located.

"Repayment Commencement Date" means the first Payment Date to occur after the Project Closeout Deadline.

SECTION 2 - FINANCIAL ASSISTANCE

OBDD shall provide Recipient, and Recipient shall accept from OBDD, financing for the Project specified below:

A non-revolving loan in an aggregate principal amount not to exceed the Forgivable Loan Amount ("Loan"), which is made pursuant to 2023 Oregon Laws Chapter 025, sections 14-23.

SECTION 3 - DISBURSEMENTS

A. Reimbursement Basis. The Financing Proceeds will be disbursed to Recipient on an expense reimbursement or costs-incurred basis. Recipient must submit each disbursement request for the Financing Proceeds on an OBDD-provided or OBDD-approved disbursement request form ("Disbursement Request").

B. Financing Availability. OBDD's obligation to make, and Recipient's right to request, disbursements under this Contract terminates on the Project Closeout Deadline.

C. Payment to Contractors. OBDD, in its sole discretion, may make direct payment to suppliers, contractors and subcontractors and others for sums due them in connection with construction of the Project, instead of reimbursing Recipient for those sums.

SECTION 4 - LOAN PAYMENT; PREPAYMENT

A. Promise to Pay. Unless forgiven under Section 4.B, Recipient shall repay the Loan and all amounts due under this Contract in accordance with its terms. Such payments are, without limitation, payable from the sources of repayment described in the Act and this Contract, including but not limited to Exhibit D (Security). The obligation of Recipient to make all payments is absolute and unconditional. Payments will not be abated, rebated, set-off, reduced, abrogated, terminated, waived, postponed or otherwise modified in any manner whatsoever. Payments cannot remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project, commercial frustration of purpose, any change in the laws, rules or regulations of the United States of America or of the State of Oregon or any political subdivision or governmental authority, nor any failure of OBDD to perform any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with the Project or this Contract, or any rights of set off, recoupment, abatement or counterclaim that Recipient might otherwise have against OBDD or any other party or parties; provided further, that payments hereunder will not constitute a waiver of any such rights.

B. Forgiveness.

(1) If Recipient completes the Project by the Project Completion Deadline in accordance with the terms of this Contract, and satisfies the Project Continued Use Obligation as determined by OBDD, and provided that no Event of Default has occurred, OBDD shall, within 90 days after the Project Continued Use Obligation is met, forgive repayment of the Loan and any interest accrued thereon and cancel the Loan. Forgiveness shall also be conditioned on Recipient's submission of documentation required by OBDD, OBDD's review of Recipient's documentation, and OBDD's determination that Recipient has complied with the conditions set forth in this Contract.

(2) Noncompliance with the forgiveness requirements in Section 4.B(1) above shall trigger a forgivable condition default requiring the Forgivable Loan Amount to be repaid as provided in Section 4.C below.

(3) Notwithstanding Section 4.B(2) above, OBDD may, in its discretion, allow Recipient to cure noncompliance with performance or other conditions. In addition, OBDD may in its discretion provide for partial forgiveness for Recipient's noncompliance with performance or other conditions.

C. Interest and Loan Payments.

(1) Except as provided in Section 4.C(4) below, if Recipient fails to meet the conditions for forgiveness as outlined in Section 4.B, interest shall accrue at the Interest Rate on the disbursed Financing Proceeds (principal) for the Loan starting on the Project Completion Deadline until it is fully paid. All unpaid interest accrued prior to the Repayment Commencement Date is payable on the Repayment Commencement Date. Interest is computed by counting the actual days occurring in a 360-day year.

(2) Starting on the Repayment Commencement Date and then on each succeeding Payment Date, Recipient shall make level installment payments of principal and interest, each payment sufficient to pay so much of the interest accrued to the date of payment and so much of the principal as will fully amortize the Loan by the Maturity Date, on which date the entire outstanding balance of the Loan is due and payable in full.

(3) Recipient authorizes OBDD to calculate accrued interest and principal payment amounts as necessary under this Contract for purposes including for purposes of determining a loan amortization schedule, loan prepayment, and loan payoff. Absent manifest error, such calculations will be conclusive.

(4) If Recipient fails to meet the requirements of Section 8.D, "Ownership of Project- Term of Years", for the completed Project to be directly owned or operated by Recipient or the subject of a management contract or an operating agreement to which Recipient is a party, the Forgivable Loan Amount disbursed shall be due and payable in full by Recipient within 30 days of the applicable change in ownership, operation, management contract or operating agreement by Recipient.

D. Loan Prepayments.

(1) Mandatory Prepayment. Recipient shall prepay all or part of the outstanding balance of the Loan as required by this Contract.

(2) Optional Prepayment. Recipient may prepay, without any premium or penalty, all or part of the outstanding balance of the Loan on any day except a Saturday, Sunday, legal holiday or day that banking institutions in Salem, Oregon are closed.

E. Application of Payments. Regardless of any designation by Recipient, payments and prepayments by Recipient under this Contract or any of the Financing Documents will be applied first to any expenses of OBDD, including but not limited to attorneys' fees, then to unpaid accrued interest (in the case of prepayment, on the amount prepaid), then to the principal of the Loan. In the case of a Loan prepayment that does not prepay all the principal of the Loan, OBDD will determine, in its sole discretion, the method for how the Loan prepayment will be applied to the outstanding principal payments. A scheduled payment received before the scheduled repayment date will be applied to interest and principal on the scheduled repayment date, rather than on the day such payment is received.

F. Security. Recipient's obligations under this Contract shall be secured by the Collateral described in Exhibit D.

SECTION 5 - CONDITIONS PRECEDENT

A. Conditions Precedent to OBDD's Obligations. OBDD's obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its Counsel:

(1) This Contract duly signed by an authorized officer of Recipient.

(2) Any documentation reasonably requested by OBDD that secures the Collateral described in Exhibit D.

(3) Documentation acceptable to OBDD providing that the Project Property is "Industrial Land" as that term is defined in Exhibit A.

(4) Such other certificates, documents, opinions and information as OBDD may reasonably require.

B. Conditions to Disbursements. As to any disbursement, OBDD has no obligation to disburse funds unless all following conditions are met:

(1) There is no Default or Event of Default.

(2) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.

(3) OBDD, in the reasonable exercise of its administrative discretion, has sufficient moneys in the Industrial Lands Loan Fund for use in the Project and has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.

(4) OBDD (a) has received a completed Disbursement Request, (b) has received any written evidence of materials and labor furnished to or work performed upon the Project, itemized receipts or invoices for payment, releases, satisfactions or other signed statements or forms as OBDD may require, (c) is satisfied that all items listed in the Disbursement Request are reasonable and that the costs for labor and materials were incurred and are properly included in the Costs of the Project, and (d) has determined that the disbursement is only for costs defined as eligible costs under the Act and any implementing administrative rules and policies.

(5) Recipient has delivered documentation satisfactory to OBDD that, in addition to the Financing Proceeds, Recipient has available or has obtained binding commitments for all funds necessary to complete the Project.

(6) Recipient has delivered documentation satisfactory to OBDD that all requested pre-award expenditures meet all programmatic eligibility requirements, including, but not limited to, the nature of the activity, when the activity took place, and cost.

(7) Any conditions to disbursement elsewhere in this Contract or in the other Financing Documents are met.

SECTION 6 - USE OF FINANCIAL ASSISTANCE

A. Use of Proceeds. Recipient shall use the Financing Proceeds in accordance with the Act and only for the activities described in Exhibit B and according to the Project Budget in Exhibit C. Recipient may not transfer Financing Proceeds among line items in the Project Budget without the prior written consent of OBDD.

B. Costs Paid for by Others. Recipient may not use any of the Financing Proceeds to cover costs to be paid for by other financing for the Project from another State of Oregon agency or any third party.

C. Ineligible Uses. Recipient may not use any of the Financing Proceeds for the following purposes:

(1) The payment of a penalty or fine.

(2) The payment of environmental remediation activities conducted at an industrial land site that is listed or proposed to be listed as a national priority pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 USC 9605), for which Recipient is liable under 42 USC 9607.

(3) Retirement of debt.

(4) Projects that primarily focus on relocating business or economic activity from one part of the state to another, except in cases where the business or economic activity would otherwise be located outside Oregon.

(5) Ongoing operations or maintenance expenses of any person.

SECTION 7 – REPRESENTATIONS AND WARRANTIES OF RECIPIENT

Recipient represents and warrants to OBDD:

A. Estimated Project Cost, Funds for Repayment. A reasonable estimate of the Costs of the Project is shown in Section 1, and the Project is fully funded. Recipient will have adequate funds available to repay the Loan, and the Maturity Date does not exceed the usable life of the Project.

B. Organization and Authority.

(1) Recipient is a municipality, validly organized and existing under the laws of the State of Oregon.

(2) Recipient is a Public Entity that is investing in the preparation of the Project Property for a Development Project.

(3) Recipient has all necessary right, power and authority under Oregon law to (a) execute and deliver this Contract and the other Financing Documents, (b) incur and perform its obligations under this Contract and the other Financing Documents, and (c) borrow and receive financing for the Project.

(4) This Contract and the other Financing Documents executed and delivered by Recipient have been authorized by an ordinance, order or resolution of Recipient's governing body, and voter approval, if necessary, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings.

(5) This Contract and the other Financing Documents have been duly executed by Recipient, and when executed by OBDD, are legal, valid and binding, and enforceable in accordance with their terms.

C. Full Disclosure. Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Project, or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents. Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract and the other Financing Documents is true and accurate in all respects.

D. Pending Litigation. Recipient has disclosed in writing to OBDD all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents.

E. No Defaults.

(1) No Defaults or Events of Default exist or occur upon authorization, execution or delivery of this Contract or any of the Financing Documents.

(2) Recipient has not violated, and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents.

F. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract and the other Financing Documents will not:

(1) cause a breach of any agreement, indenture, mortgage, deed of trust, or other instrument, to which Recipient is a party or by which the Project or any of its property or assets may be bound;

(2) cause the creation or imposition of any third party lien, charge or encumbrance upon any property or asset of Recipient;

(3) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or

(4) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.

G. Governmental Consent. Recipient has obtained or will obtain all permits and approvals, and has made or will make all notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Contract and the other Financing Documents, for the financing or refinancing and undertaking and completion of the Project.

SECTION 8 – COVENANTS OF RECIPIENT

Recipient covenants as follows:

A. Notice of Adverse Change. Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to make all payments and perform all obligations required by this Contract or the other Financing Documents.

B. Compliance with Laws. Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract or the other Financing Documents, and the Project. In particular, but without limitation, Recipient shall comply with the following, as applicable:

(1) State procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C.

(2) Prevailing Wage Requirements.

(a) Recipient shall comply with state prevailing wage law as set forth in ORS 279C.800 through 279C.870, and the administrative rules promulgated thereunder (OAR Chapter 839, Division 25) (collectively, state "PWR"). This includes but is not limited to imposing an obligation that when PWR applies to the Project, contractors and subcontractors on the Project must pay the prevailing rate of wage for workers in each trade or occupation in each locality as determined by the Commissioner of the Bureau of Labor and Industries ("BOLI") under ORS 279C.815.

(b) When the federal Davis-Bacon Act applies to the Project, contractors and subcontractors on the Project must pay the prevailing rate of wage as determined by the United States Secretary of Labor under the Davis-Bacon Act (40 USC 3141 *et seq*.).

(c) Notwithstanding (3)(a) and (3)(b) above, when both PWR and the federal Davis-Bacon Act apply to the Project, contractors and subcontractors on the Project must pay a rate of wage that meets or exceeds the greater of the rate provided in (3)(a) or (3)(b) above.

(d) When PWR applies, Recipient and its contractors and subcontractors shall not contract with any contractor on BOLI's current List of Contractors Ineligible to Receive Public Works Contracts.

(e) When PWR applies, Recipient shall be responsible for both providing the notice to the BOLI Commissioner required by ORS 279C.835 and the payment of any prevailing wage fee(s) required under ORS 279C.825 and BOLI's rules, including OAR 839-025-0200 to OAR 839-025-0230. For avoidance of any doubt, Recipient contractually agrees to pay applicable prevailing wage fees for the Project rather than OBDD, the public agency providing Financing Proceeds under this Contract.

(f) Pursuant to ORS 279C.817, Recipient and any contractors or subcontractors may request that the BOLI Commissioner make a determination about whether the Project is a public works on which payment of the prevailing rate of wage is required under ORS 279C.840 (i.e. whether PWR applies).

These laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.

C. Project Completion Obligations. Recipient shall:

(1) Complete the Project using its own fiscal resources or money from other sources to pay for any Costs of the Project in excess of the total amount of financial assistance provided pursuant to this Contract.

(2) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by OBDD in writing.

D. Ownership of Project- Term of Years. During the term of the Loan and for a term of 10 years after the Project Completion Date, the Project is and will continue to be owned or operated by Recipient or the subject of a management contract or an operating agreement to which Recipient is a party ("Project Continued Use Obligation").

E. Reporting Requirements.

(1) Following the date on which Recipient enters into this Contract with OBDD, pursuant to OAR 123-099-0080, Recipient shall submit, on a form provided by OBDD: (a) a project activity report no later than May 15 each year covering the prior period from July 1 – December 31; and (b) a project activity report no later than November 15 each year covering the prior period from January 1 – June 30. The project activity reports shall

include descriptions of the Project activities, Project expenditures, Project milestones completed, overall outcomes, and any other information required by OBDD.

(2) The reporting obligations provided in this Section cease on the earlier of the date this Contract expires, the date this Contract is terminated, the date OBDD forgives the Loan or the date Recipient repaid the Loan in full.

F. Inspections; Information. Recipient shall permit OBDD and any party designated by OBDD:

(1) to inspect, at any reasonable time, the property, if any, constituting the Project; and

(2) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters, and financial statements or other documents related to its financial standing. Recipient shall supply any related reports and information as OBDD may reasonably require. In addition, Recipient shall, upon request, provide OBDD with copies of loan documents or other financing documents and any official statements or other forms of offering prospectus relating to any other bonds, notes or other indebtedness of Recipient that are issued after the date of this Contract.

G. Records Maintenance. Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project or the Financing Proceeds for a minimum of six years, or such longer period as may be required by other provisions of this Contract or applicable law, following the Project Closeout Deadline. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.

H. Economic Benefit Data. OBDD may require Recipient to submit specific data on the economic development benefits of the Project and other information to evaluate the success and economic impact of the Project, from the date of this Contract until six years after the Project Completion Date. Recipient shall, at its own expense, prepare and submit the data within the time specified by OBDD.

I. Disadvantaged Business Enterprises. ORS 200.090 requires all public agencies to "aggressively pursue a policy of providing opportunities for disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, veteran-owned businesses and emerging small businesses..." OBDD encourages Recipient in any contracting activity to follow good faith efforts as described in ORS 200.045, available at https://www.oregonlegislature.gov/bills_laws/ors/ors200.html. Additional resources are provided by the Governor's Policy Advisor for Economic and Business Equity. Also, the Certification Office for Business Inclusion and Diversity at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified firms on the web at: https://oregon4biz.diversitysoftware.com/FrontEnd/SearchCertifiedDirectory.asp?XID=2315&TN=oregon4biz.

J. Notice of Default. Recipient shall give OBDD prompt written notice of any Default as soon as Recipient becomes aware of its existence or reasonably believes a Default is likely.

K. (1) Contributory Liability and Contractor Indemnification—Tort Claims.

(a) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third-Party Tort Claim") against a party to this Contract (the "Notified Party") with respect to which the other party may have liability, the Notified Party must promptly notify the other party in writing and deliver a copy of the claim, process, and all legal pleadings related to the Third-Party Tort Claim. Either party is entitled

to participate in the defense of a Third-Party Tort Claim, and to defend a Third-Party Tort Claim with counsel of its own choosing. The foregoing provisions are conditions precedent for either party's liability to the other in regards to the Third-Party Tort Claim.

If the parties are jointly liable (or would be if joined in the Third-Party Tort Claim), the parties shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable in such proportion as is appropriate to reflect their respective relative fault. The relative fault of the parties shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Each party's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if that party had sole liability in the proceeding. This Section shall survive termination of this Contract.

(b) Recipient shall take all reasonable steps to require its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Contractor Tort Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Contractor Tort Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Contractor Tort Claims. This Section shall survive termination of this Contract.

(2) Indemnity; Release—Claims Other Than Torts.

(a) Except for Third-Party Tort Claims and Contractor Tort Claims as provided in Section 8.K(1) above, to the extent authorized by law, Recipient shall defend, indemnify, save and hold harmless and release the State, OBDD, and their officers, employees and agents from and against any and all claims, demands, suits, actions, proceedings, losses, damages, liability and court awards including but not limited to costs, expenses, and reasonable attorneys' fees incurred (collectively, "Non-Tort Claims"), related to any actual or alleged act or omission by Recipient, or its officers, employees, contractors, or agents in connection with this Contract, or the Project, including without limitation, any expenses incurred or amounts paid in connection with an inquiry, investigation, audit or similar proceeding by any federal, state, governmental or quasi-governmental body with regulatory jurisdiction arising from the Project or the actions or omissions of Recipient, or its officers, employees, contractors, or agents.

(b) Notwithstanding the foregoing, neither Recipient nor any attorney engaged by Recipient may defend any Non-Tort Claim in the name of the State of Oregon, nor purport to act as legal representative for the State of Oregon, without first receiving from the Oregon Attorney General in a form and manner determined appropriate by the Oregon Attorney General, authority to act as legal counsel for the State of Oregon, nor may Recipient settle any Non-Tort Claim on behalf of the State of Oregon without the approval of the Oregon Attorney General. If the State of Oregon assumes its own defense, Recipient will be liable for the attorney fees of the State of Oregon, including but not limited to any fees charged by the Oregon Department of Justice. The provisions of this section are not to be construed as a

waiver by the State of Oregon, OBDD, of any immunity, defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon. If attorney fees are awarded to Recipient, such attorney fees shall not exceed the rate charged to OBDD by its attorneys.

L. Further Assurances. Recipient shall, at the request of OBDD, authorize, sign, acknowledge and deliver any further resolutions, conveyances, transfers, assurances, financing statements and other instruments and documents as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Contract and the other Financing Documents.

SECTION 9 – DEFAULTS

Any of the following constitutes an "Event of Default":

A. Recipient fails to make any Loan payment when due.

B. Any false or misleading representation is made by or on behalf of Recipient, in this Contract, in any other Financing Document or in any document provided by Recipient related to this Loan or the Project.

C. (1) A petition, proceeding or case is filed by or against Recipient under any federal or state bankruptcy or insolvency law, and in the case of a petition filed against Recipient, Recipient acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal;

(2) Recipient files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, liquidation, dissolution, winding-up or composition or adjustment of debts;

(3) Recipient becomes insolvent or bankrupt or admits its inability to pay its debts as they become due, or makes an assignment for the benefit of its creditors;

(4) Recipient applies for or consents to the appointment of, or taking of possession by, a custodian (including, without limitation, a receiver, liquidator or trustee) of Recipient or any substantial portion of its property; or

(5) Recipient takes any action for the purpose of effecting any of the above.

D. Recipient defaults under any other Financing Document and fails to cure such default within any applicable grace period.

E. Recipient fails to perform any obligation required under this Contract, other than those referred to in subsections A through D of this Section 9, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. OBDD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 10 – REMEDIES

A. Remedies. Upon any Event of Default, OBDD may pursue any or all remedies in this Contract and any other remedies available at law or in equity to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to any one or more of the following:

(1) Terminating OBDD's commitment and obligation to make the Loan or disbursements of Financing Proceeds under the Contract.

(2) Barring Recipient from receiving future awards.

(3) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract.

(4) Requiring repayment of all or a portion of the Loan and interest on all or any portion of the Loan earned by Recipient on those Loan funds.

(5) Terminating the Contract.

(6) Enforcing any liens as described in Exhibit D.

B. Application of Moneys. Any moneys collected by OBDD pursuant to Section 10.A will be applied first, to pay any attorneys' fees and other fees and expenses incurred by OBDD; then, to pay interest due on the Loan; then, to pay principal due on the Loan; and last, to pay any other amounts due and payable under this Contract or any of the Financing Documents.

C. No Remedy Exclusive; Waiver; Notice. No remedy available to OBDD is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract or any of the Financing Documents will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. OBDD is not required to provide any notice in order to exercise any right or remedy, other than notice required in Section 9.E of this Contract.

D. Default by OBDD. If OBDD is in default, Recipient's sole remedy will be for disbursement of Financing Proceeds for Costs of the Project, not to exceed the Forgivable Loan Amount, less any claims OBDD has against Recipient.

SECTION 11 – MISCELLANEOUS

A. Time is of the Essence. Recipient agrees that time is of the essence under this Contract and the other Financing Documents.

B. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.

(1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.

(2) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.

(3) This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and permitted assigns.

(4) Recipient may not assign or transfer any of its rights or obligations or any interest in this Contract or any other Financing Document without the prior written consent of OBDD. OBDD may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to OBDD, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of OBDD's Counsel and Bond Counsel. Any approved assignment is not to be construed as creating any obligation of OBDD beyond those in this Contract or other Financing Documents, nor does assignment relieve Recipient of any of its duties or obligations under this Contract or any other Financing Documents.

(5) Recipient hereby approves and consents to any assignment, sale or transfer of this Contract and the Financing Documents that OBDD deems to be necessary.

C. Confidentiality of Submissions.

(1) Reports, documentation and other information Recipient submits to OBDD pursuant to the Act ("Submissions") are subject to the Oregon Public Records Law, ORS Chapter 192.

(2) OBDD acknowledges that Submissions or portions of Submissions Recipient has previously made pursuant to the Act or will provide in performance of this Contract may be exempt from disclosure under Oregon Public Records Law or other law. OBDD will disclose Submissions or portions of Submissions to the extent required by Oregon Public Records Law and to the extent disclosure is required by other law, court order or government order, including orders from the Attorney General.

(3) It is Recipient's responsibility to mark data and information that legitimately and specifically qualify for an exemption from disclosure. To designate an item or portion of one as exempt from disclosure, Recipient shall:

(a) Clearly identify in the body of the Submission only the limited data or information exempt;

(b) Stipulate the Oregon Public Records Law exemption(s) believed to apply; and

(c) Provide justification for how each identified portion meets that exemption's criteria.

(4) Notwithstanding the foregoing, Recipient's failure to mark a Submission or portion of a Submission, shall not be conclusive evidence as to whether a Submission was submitted in confidence or is subject to disclosure.

(5) OBDD shall determine whether data or any information is actually exempt from disclosure and shall redact from disclosure only that data or information.

(6) If OBDD is subject to a disclosure order or receives from a third party any public records request for the disclosure of Submissions or portions of a Submission, OBDD shall notify Recipient of the request or disclosure order.

D. Disclaimer of Warranties; Limitation of Liability. Recipient agrees that:

(1) OBDD makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.

(2) In no event are OBDD or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Contract or the existence, furnishing, functioning or use of the Project.

E. Notices and Communication. Except as otherwise expressly provided in this Contract, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or OBDD at the addresses set forth below, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's

confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

If to OBDD: Deputy Director
Oregon Business Development Department
775 Summer Street NE Suite 310
Salem, OR 97301-1280

If to Recipient: Economic Development Manager
City of Wilsonville
29799 SW Town Center Loop E,
Wilsonville, OR 97070

F. No Construction against Drafter. This Contract is to be construed as if the parties drafted it jointly.

G. Severability. If any term or condition of this Contract is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.

H. Amendments, Waivers.

(1) This Contract may not be amended without the prior written consent of OBDD (and when required, the Department of Justice) and Recipient. This Contract may not be amended in a manner that is not in compliance with the Act. No waiver or consent is effective unless in writing and executed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.

(2) Upon request by Recipient, OBDD may approve an amendment for a reasonable extension of the Maturity Date provided in this Contract for making any repayment in emergency or hardship circumstances.

I. Attorneys' Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to OBDD by its attorneys. Recipient shall, on demand, pay to OBDD reasonable expenses incurred by OBDD in the collection of Loan payments.

J. Choice of Law; Designation of Forum; Federal Forum.

(1) The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

(2) Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

(3) Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to

sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

K. Integration. This Contract (including all exhibits, schedules or attachments) and the other Financing Documents constitute the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.

L. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

STATE OF OREGON
acting by and through its
Oregon Business Development Department

CITY OF WILSONVILLE

By: _____
Melisa Drugge, Business Services Director

By: _____
Bryan Cosgrove, City Manager

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

Not Required per OAR 137-045-0030

EXHIBIT A – GENERAL DEFINITIONS

As used in this Contract, the following terms have the meanings below.

"Act" means ORS 285A.193 through 285A.198, as amended.

"Award" means the award of financial assistance to Recipient by OBDD dated 05 December 2025.

"Costs of the Project" means Recipient's actual costs (including any financing costs properly allocable to the Project) that are (a) reasonable, necessary and directly related to the Project, (b) permitted by generally accepted accounting principles to be Costs of the Project, and (c) are eligible or permitted uses of the Financing Proceeds under applicable state or federal statute.

"Counsel" means an attorney at law or firm of attorneys at law duly admitted to practice law before the highest court of any state, who may be of counsel to, or an employee of, OBDD or Recipient.

"Default" means an event which, with notice or lapse of time or both, would become an Event of Default.

"Development Project" means a project for the acquisition, improvement, construction, demolition or redevelopment of publicly or privately owned utilities, buildings, land, transportation facilities or other facilities that assist the economic and community development of a municipality. Development Projects include project activities that are necessary or useful to a Development Project as determined by OBDD.

"Financing Documents" means this Contract and all agreements, instruments, documents and certificates executed pursuant to or in connection with OBDD's financing of the Project.

"Financing Proceeds" means the proceeds of the Loan.

"Industrial Land" means land planned and zoned for industrial use that:

(a) suitable for new Semiconductor Industry Uses, or the expansion of existing Semiconductor Industry Uses, that can provide significant additional employment in Oregon;
(b) Has land characteristics that provide significant competitive advantages that are difficult or impossible to replicate; and
(c) Has access to transportation and freight infrastructure, including, but not limited to, rail, port, airport, multimodal freight or transshipment facilities and other major transportation facilities or routes.

"ORS" means the Oregon Revised Statutes.

"Project Completion Date" means the date on which Recipient completes the Project.

"Public Entity" means (a) A city or county in Oregon; (b) A port formed under ORS 777.005 to 777.725; (c) The Port of Portland created by ORS 778.010; (d) The tribal council of a federally recognized Indian tribe in this state; or (e) An airport district established under ORS chapter 838.

"Semiconductor Industry Use" means the use of property to:

(a) Construct, expand, or modernize a facility for the fabrication, assembly, testing, advanced packaging or production of semiconductors, materials used to manufacture semiconductors or semiconductor manufacturing equipment; or
(b) Conduct research and development with respect to semiconductors, materials used to manufacture semiconductors or semiconductor manufacturing equipment.

EXHIBIT B - PROJECT DESCRIPTION; PROJECT SPECIAL CONDITIONS

I. PROJECT DESCRIPTION

Recipient shall, with the assistance of licensed professional consultants and licensed contractors, complete design of the Day Road Sewer located in the SW Day Road right-of-way in Washington County

II. PROJECT SPECIAL CONDITIONS

Recipient shall provide OBDD with proof of Project completion, and copies of all studies, drawings and recommendations for the Project prior to reimbursement of costs incurred.

EXHIBIT C - PROJECT BUDGET

Line Item Activity	OBDD Funds	Estimated Other / Matching Funds
Day Road Sewer Design	$250,000	$530,000
Total	$250,000	$530,000

EXHIBIT D - SECURITY

The Loan is secured by the following:

A. Full Faith and Credit Pledge. Recipient pledges its full faith and credit and taxing power within the limitations of Article XI, sections 11 and 11 b, of the Oregon Constitution to pay the amounts due under this Contract. This Contract is payable from and secured by all lawfully available funds of Recipient.
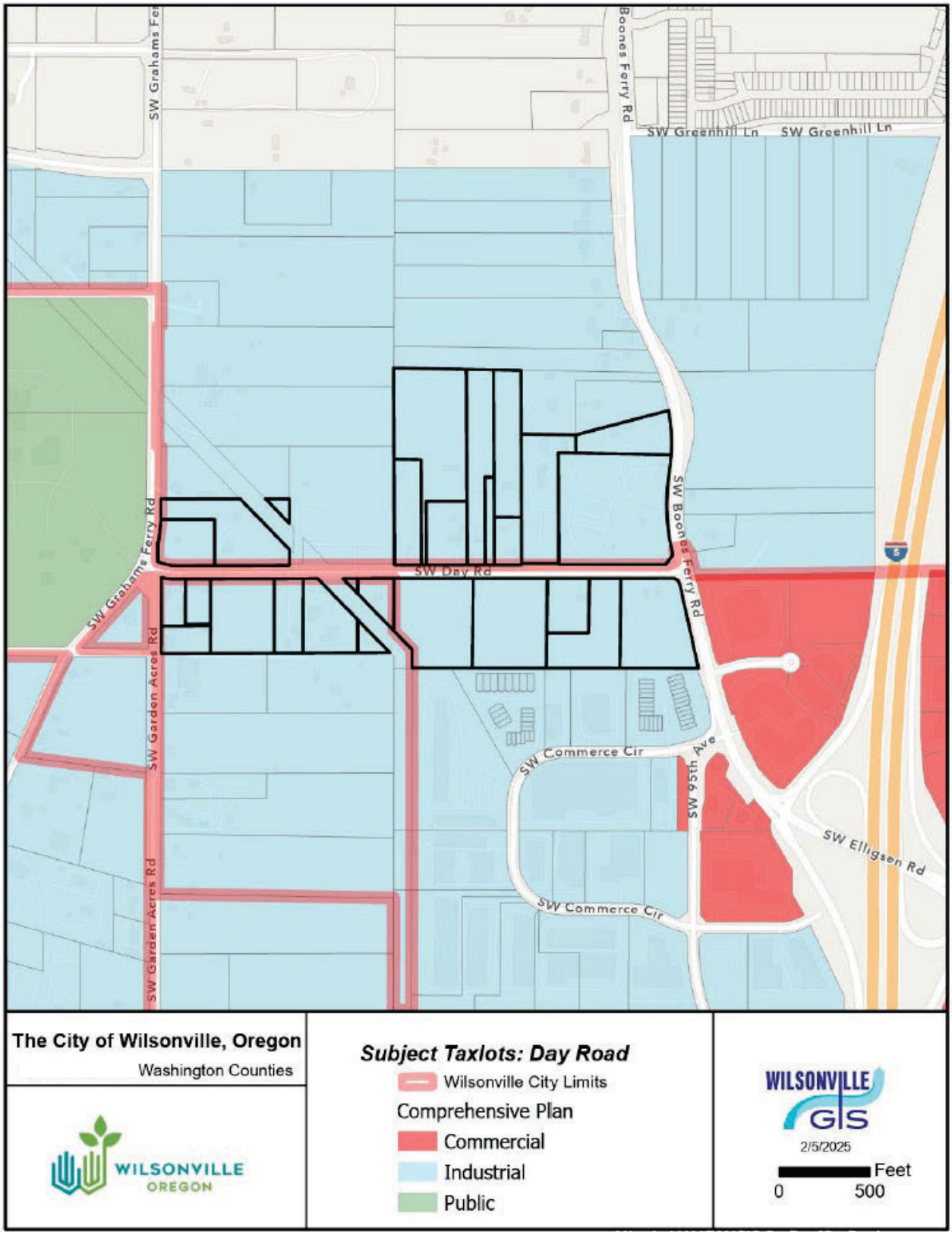
EXHIBIT E – PROJECT MAP