

**THE URBAN RENEWAL AGENCY OF THE CITY OF WILSONVILLE**

**URA RESOLUTION NO. 163**

**A RESOLUTION OF THE URBAN RENEWAL AGENCY OF THE CITY OF WILSONVILLE AUTHORIZING EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH NORTHWEST HOUSING ALTERNATIVES REGARDING DEVELOPMENT OF SENIOR AFFORDABLE HOUSING.**

WHEREAS, on August 20, 2007, Ordinance No. 639 of the City of Wilsonville approved the 2007 Substantial Amendment ("Plan Amendment") to The Year 2000 Urban Renewal Plan ("Plan"); and

WHEREAS, the Plan Amendment added Sections 601.H and 601.I to the Plan; and

WHEREAS, Plan Section 601.H allows the Agency to "participate in development of affordable housing within the district"; and

WHEREAS, Plan Section 601.I allowed Agency acquisition of the Wesleyan Church property, in part for development of affordable housing; and

WHEREAS, on October 26, 2007, the Agency acquired the Wesleyan Church Property in fee; and

WHEREAS, Plan Section 606 authorizes the Agency to dispose of any property interest consistent with the Plan purposes; and

WHEREAS, the imminent closure of Thunderbird Mobile Home Club necessitates replacement affordable housing for seniors be accomplished as quickly as reasonably possible; and

WHEREAS, on October 1, 2007, letters of interest from Community Partners for Affordable Housing and Northwest Housing Alternatives were reviewed in Executive Session; and

WHEREAS, on October 8 & 10, 2007, two Agency Board members and four Agency / City staff members toured four affordable housing projects, two from each of the aforementioned housing providers; and

WHEREAS, on October 25, 2007, an interview panel consisting of two Agency Board members and six Agency / City staff members heard presentations from the above-referenced housing providers and further interviewed the development teams as necessary to ascertain specific levels of qualification; and

WHEREAS, the interview panel unanimously recommended the Agency enter into a Memorandum of Understanding for Senior Housing Development with Northwest Housing Alternatives.

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

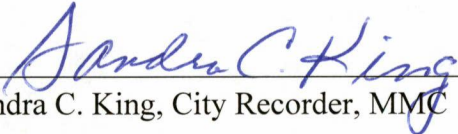
1. The Agency Executive Director or her designee is authorized to execute the Memorandum of Understanding with Northwest Housing Alternatives attached as Exhibit 1 of this Resolution, and incorporated herein by this reference.
2. The Agency Executive Director is authorized to negotiate and return to the Agency Board a Disposition and Development Agreement with Northwest Housing Alternative for senior affordable housing on that certain buildable portion of the Wesleyan Church property.
3. This Resolution shall be effective upon adoption.

ADOPTED by the Wilsonville Urban Renewal Agency at a regular meeting thereof this 3rd day of December, 2007 and filed with the Wilsonville City Recorder this date.



Alan Kirk, URA Board President

ATTEST:



Sandra C. King, City Recorder, MMC

SUMMARY OF VOTES:

Chair Lehan	Excused
Member Knapp	Yes
Member Kirk	Yes
Member Ripple	Yes
Member Nunez	Yes

List of Exhibits:

Exhibit 1: Memorandum of Understanding



**MEMORANDUM OF UNDERSTANDING  
SENIOR AFFORDABLE HOUSING DEVELOPMENT**

THIS MEMORANDUM OF UNDERSTANDING (this "MOU") is made as of December \_\_\_\_, 2007, by and between the Urban Renewal Agency of the City of Wilsonville, a public body corporate and politic organized under the laws of the state of Oregon ("Agency") and Northwest Housing Alternatives, a 501(C)3 nonprofit corporation duly organized under the laws of the state of Oregon ("NW Housing"). Agency and NW Housing are referred to jointly in this Agreement as "Parties".

**RECITALS**

- A. The Parties seek to develop affordable senior housing in Wilsonville (the "Project"), necessitated in part by the imminent closure of Thunderbird Mobile Home Park.
- B. In October 2007 the Agency acquired property in fee, a portion of which is suitable for development of affordable senior housing. In particular, all or portions of tax lots #s-3S1W-13CD #2700, -2707, -02708, and -3100 (the "Property") identified in Exhibit A.
- C. NW Housing has been selected by the Agency to develop the Project.
- D. The Parties recognize the Agency's acquisition of a greenfield development site proximate to civic and retail services is critical to the financial and operational success of the Project.
- E. Agency and NW Housing desire to enter into this MOU to set forth their respective roles and responsibilities which will ultimately be delineated in greater detail in a Disposition and Development Agreement ("DDA").

**AGREEMENT**

**1. Agency Obligations**

- 1.1. Agency will contribute the Property necessary for Project to be developed at nominal cost to NW Housing. The form of the transaction, whether long-term lease or fee, has yet to be determined; but long term lease is the Agency's preferred position. The Parties are open to dialog about the form of the transaction that will best benefit both the Project and the Agency.
- 1.2. Agency and city staff will assist project development through design; development and permit approvals; and construction.

1.2.1. Staff shall participate in regular design meetings and timely review design and construction documents to meet mutually adopted milestone schedule.

1.2.2. A menu of options for further Agency financial participation shall be developed early in the design process for Agency Board consideration.

1.3. The Parties agree to develop a method of Agency post-construction monitoring to be described in the DDA. The method may include Agency or City of Wilsonville staff accompanying inspections mandated by financial partners.

1.3.1. The DDA shall further describe method of correction for identified deficiencies.

## **2. NW Housing obligations**

2.1. NW Housing shall diligently perform the services and carry out the responsibilities to finance, develop and operate a Project mutually agreeable to the Parties and in accordance with the financing requirements.

2.2. NW Housing shall diligently pursue the financing necessary to develop the desired Project.

2.3. NW Housing shall develop a Project Schedule and Budget.

2.4. NW Housing, its consultants and contractors shall work collaboratively with Agency staff on developing Project design. To the extent design anticipates City of Wilsonville resources or services may become an integral part of future operations, key City personnel may become a part of such collaborative work.

2.5. NW Housing shall expedite the project development process to the extent possible.

2.6. NW Housing shall be responsible for engaging the property manager for the Project and providing services to residents as may be reasonably necessary to operate a Project for low-income senior persons.

2.7. NW Housing shall maintain compliance with all applicable laws.

## **3. Understandings**

The Agency and NW Housing have a common understanding of the following:

3.1. The Agency agrees to cooperate in obtaining financing necessary for the development and operation of the Project, but primary responsibility resides with NW Housing.



- 3.2. Subject to financing requirement approval, first preference shall be given to senior persons displaced from Thunderbird Mobile Home Club and second preference to senior residents of the City of Wilsonville.
- 3.3. The Project shall include a minimum of 120 units for low-income senior persons and maximize the number of two bedroom units both of which are subject to modification based on a Market Study expected to be complete by February 1, 2008.
- 3.4. The Project shall incorporate the following characteristics, to the extent feasible:
  - 3.4.1. Low impact development principles.
  - 3.4.2. Silver LEED certification or equivalent.
  - 3.4.3. One half-day senior focus group.
  - 3.4.4. Affordable Housing Details provided to NW Housing on November 5, 2007, and resulting from City / Agency project tours in October 2007. See Exhibit B.
  - 3.4.5. Goal of 40% more energy efficient than current code requirements.

#### **4. Default and Remedies**

- 4.1. In the event that NW Housing is unable to secure Project financing in a timely manner that will allow Project construction to begin Spring / Summer 2009, Agency at its sole discretion may terminate this MOU.

#### **5. Contacts**

- 5.1. Urban Renewal Agency  
C.J. Sylvester, Redevelopment Director  
29799 SW Town Center Loop East  
Wilsonville, Oregon 97070  
503-570-1560  
503-682-4960

5.2. Northwest Housing Alternatives  
Jonathan Trutt, Housing Director  
2316 SE Willard Street  
Milwaukie, Oregon 97222-7740  
503-654-1007

6. It is recognized by both parties that this MOU is a representation of the intention to agree to perform cooperatively in good faith as described in the above definition of roles. Therefore, by signing this MOU, both parties acknowledge their intent to provide products and services as outlined above and the undersigned agree to finalize and present to the Northwest Housing Alternatives Board of Directors and the Urban Renewal Agency Board for their consideration and approval a Disposition and Development Agreement for the Project.

CITY OF WILSONVILLE

NORTHWEST HOUSING  
ALTERNATIVES

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

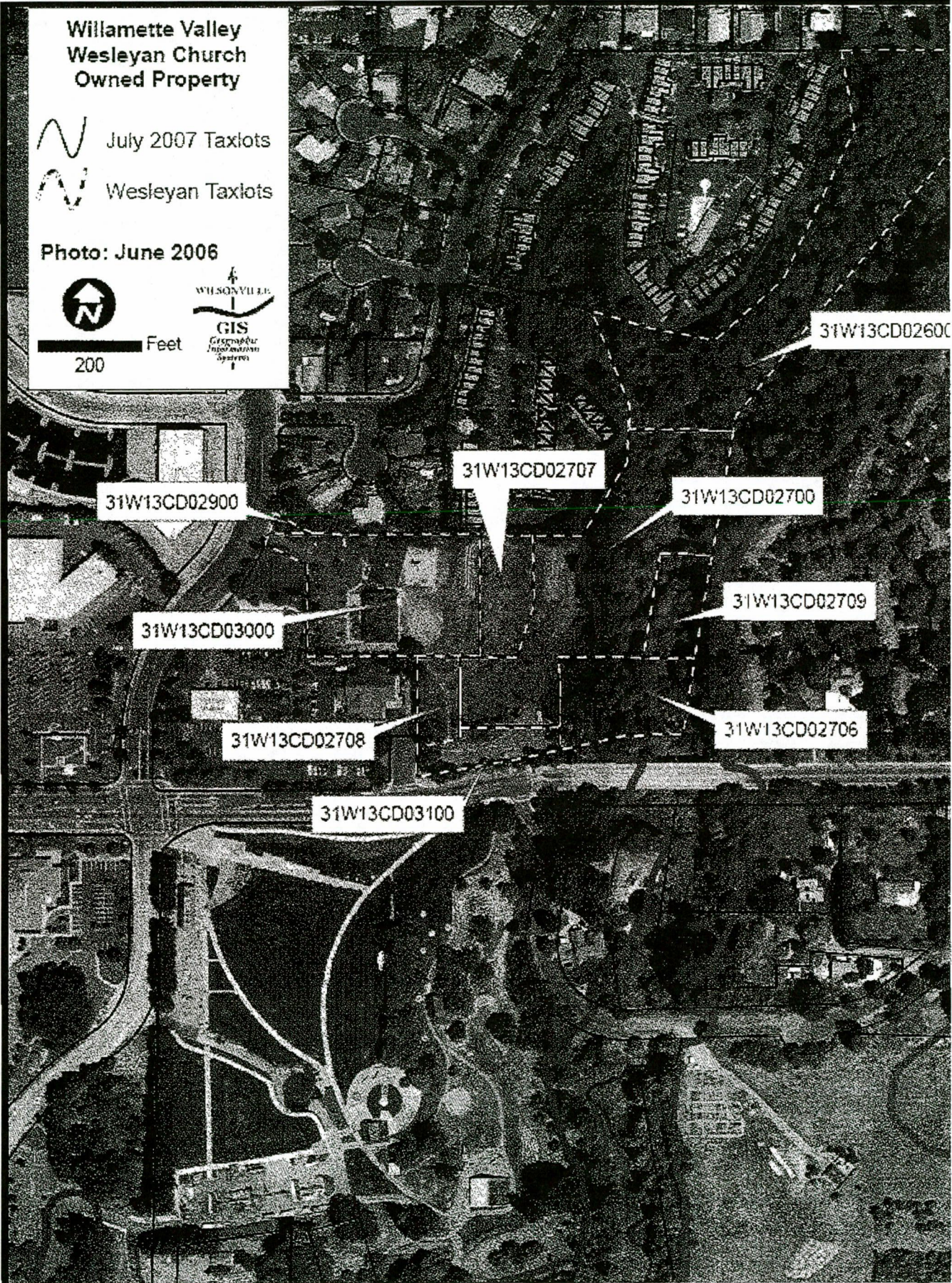
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Exhibit A: Aerial Photo of Property  
Exhibit B: Affordable Housing Memorandum of Understanding







**Affordable Housing Details of Interest to City/Agency  
November 5, 2007**

1. Unit windows sized as per the Headwaters project.
2. Individual decks, including storage, as per the Headwaters project.
3. Double sinks in kitchen, not single, per Headwaters tenants.
4. Equitable washer/dryer to unit ratio per Watershed.
5. Preferred the mix and use of exterior materials at the Watershed project.
6. AC in each unit as per Trenton Terrace.
7. Gyp-crete board for subfloors as per Watershed project.
8. Textured hallway wall material (sisal) as per Trenton Terrace.
9. Consultation room(s) for casework.
10. Wellness room(s) for foot care, inoculations, shampoo bowl, etc.
11. 24 hour air to air heat exchanger, as per Watershed, to preclude odors in common areas. Odors at Trenton not acceptable.
12. Outdoor living area – partially covered as per Trenton Terrace.
13. Low impact design as per Headwaters.
14. Area for vegetable and/or other gardening, or good directional signage to community gardens; fruit trees in landscape.
15. Tuck-under parking if at all possible (Headwaters and Watershed).
16. Solar hot water as per Headwaters.
17. Minimum 9' ceiling height in units.
18. Rainscreen.
19. Non-smoking.
20. Lighting appropriate for the senior eye (Watershed).





21. Review of architectural penetration details required – Western Architectural at 10220 SW Greenburg Road #125, Portland, OR 97223. (503) 297-0665.
22. Roof overhang as per the Watershed.
23. City/Agency participation in finishes, fixtures and furnishings.

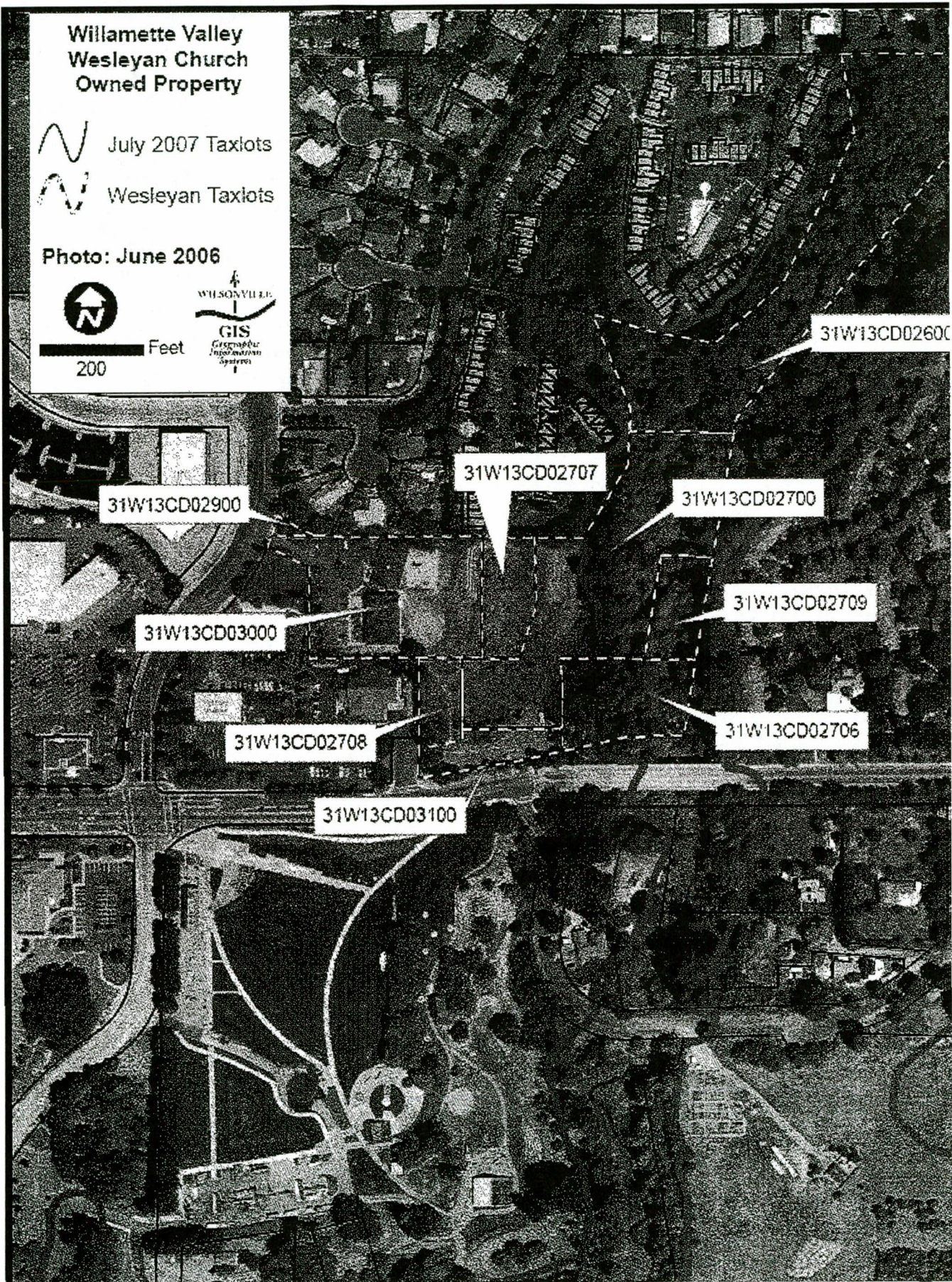


Willamette Valley  
Wesleyan Church  
Owned Property

-  July 2007 Taxlots
-  Wesleyan Taxlots

Photo: June 2006

   
Feet  
200





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