

To request translation or disability-related accommodations, please contact us at bcc@clackamas.us | 503-655-8581.

Si quiere solicitar servicios de traducción o adaptaciones para la discapacidad, contáctenos en/al bcc@clackamas.us | 503-655-8581.

Чтобы запросить перевод или приспособления, связанные с инвалидностью, пожалуйста, свяжитесь с нами по: bcc@clackamas.us | 503-655-8581.

Щоб попросити переклад або спеціальні послуги для осіб з особливими потребами, зверніться до нас, скориставшись такими контактними даними: bcc@clackamas.us | 503-655-8581.

如需翻译服务或残障相关的协助，请与我们联系： bcc@clackamas.us | 503-655-8581

。

Để yêu cầu dịch vụ dịch thuật hoặc điều chỉnh liên quan đến tình trạng khuyết tật, vui lòng liên hệ với chúng tôi qua **email** | 503-655-8581.



Clackamas County
www.clackamas.us



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

MEMORANDUM

TO: Board of County Commissioners (BCC)

FROM: Dan Johnson, Director, Department of Transportation and Development

RE: Fairgrounds Multi-Purpose Building Special Public Works Fund Loan and Intergovernmental Agreement Amendment

DATE: April 28, 2026

REQUEST: Advance to the Consent Agenda a resolution authorizing the County Administrator to accept a \$2,500,000 Special Public Works Fund loan and a related amendment for the new fairgrounds multipurpose building.

BACKGROUND:

May 23, 2024: The County and the Fair Board entered into an intergovernmental agreement (IGA) related to the construction of a new multi-purpose building at the fairgrounds. The IGA stipulated that the County would provide \$4,800,000 in ARPA funds and \$277,777 in Business Oregon grant funds. In addition, the IGA indicated that a loan/line of credit of up to \$2,500,000 would be necessary to complete the project.

July 15, 2025: The BCC authorized staff to apply for a Special Public Works Fund (SPWF) loan in an amount of \$2,500,000 to be administered by the County to complete the project.

Attachment A: IGA Amendment #1 provides that Transient Lodging Taxes (TLT) proceeds will be the primary source of funds to repay the SPFW loan and requires the Fair Board to maintain a minimum balance of \$250,000 in the County Fair Fund to cover annual loan payments if TLT proceeds are insufficient.

Attachments B and C: The SPFW loan contract is between the Oregon Business Development Department (OBDD) and the County. The loan is in the amount of \$2,500,000 with a 4% annual interest rate and a 15-year term.

ATTACHMENTS:

Attachment A: IGA Amendment #1

Attachment B: Business Oregon Summary of Award

Attachment C: Resolution Authorizing County Administrator to Sign Business Oregon SPFW Loan Contract

**AMENDMENT NO. 1 TO THE
INTERGOVERNMENTAL AGREEMENT
BETWEEN CLACKAMAS COUNTY
AND CLACKAMAS COUNTY FAIR BOARD**

THIS AMENDMENT NO. 1 (this “Amendment”) is entered into by and between Clackamas County (“County”), a political subdivision of the State of Oregon, and the Clackamas County Fair Board (“Agency”), an entity formed under ORS 565.210, collectively referred to as the “Parties” and each a “Party.”

RECITALS

On May 23, 2024, County and Agency entered into an Intergovernmental Agreement (the “Agreement”) related to the construction of a new fairground and event center multiuse building (the “Project”).

Under the Agreement, County will provide up to \$4,800,000 received through the American Rescue Plan Act (ARPA), and up to \$277,777 received through a grant from Business Oregon, for the Project.

The Parties desire to amend the Agreement to provide for the possibility that County will obtain a Special Public Works Fund (SPWF) loan from Business Oregon for the Project.

In consideration of the above Recitals, which are incorporated into this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

TERMS

1. **Term.** This Amendment shall be effective upon execution and, unless otherwise specified herein, shall remain in effect until full repayment of the SPWF loan.
2. **Termination.** This Amendment shall be terminated immediately if Business Oregon does not approve, or if the Board of County Commissioners does not accept, the SPWF loan.
3. Section 3 of the Agreement is deleted in its entirety and replaced with the following:
 3. **Funding Sources.** Agency will complete the Project using the following funding sources, in the amounts estimated below, and will comply with all funding source requirements.

FUNDING SOURCE	AMOUNT
State ARPA	\$ 4,790,800.00
County ARPA	\$ 4,800,000.00
Business Oregon Grant	\$ 277,777.00
City ARPA	\$ 250,000.00
Fair Foundation	\$ 335,000.00
Business Oregon Loan (15-yr Payback, TLT Secured)	\$ 2,500,000.00
County Fair TLT	\$ 200,000.00
Donations, Sponsorships, Naming Rights, etc.	\$ 100,000.00
Interest Earned, ARPA Checking Account	\$ 100,000.00
Fund Balance	\$ 500,000.00
Total	\$ 13,853,577.00
Current Project Estimate (08/04/2025)	\$ (13,849,522.27)
(Gap) Surplus	\$ 4,054.73

Agency will use funding sources in the following order, using all of the funds from one source before using funds from the next source:

- A. State ARPA: \$4,790,800 (Complete)
- B. Business Oregon Grant: \$277,777 (Complete)
- C. County ARPA: \$4,800,000 (In Progress)
- D. Business Oregon Loan (SPWF Loan): \$2,500,000
- E. Other available funding sources

If any portion of the foregoing funding sources fails to materialize, or if Project costs increase, Agency is responsible for securing all additional funding sources necessary to complete the Project.

4. Section 4 of the Agreement is deleted in its entirety and replaced with the following:

4. **County-Provided Funds.** Contingent upon confirmation, in a form acceptable to County, that all other funding sources described in Section 3, above, are available or otherwise committed to the Project, County will provide an amount not to exceed \$4,800,000 in County ARPA funds; \$277,777 in Business Oregon grant funds; and \$2,500,000 in SPWF loan funds (collectively, the “Funds”) towards construction of the Project. Payment of the Funds shall be made in accordance with Exhibit A.

Agency shall use the Funds solely for the following eligible purposes: payment to a third-party contractor for construction of the Project under a construction contract to be executed between Agency and the third-party contractor (the “Construction Contract”).

5. The following is added as a new Section 4.5 of the Agreement:

4.5 SPWF Loan Funds.

- A. County shall apply for an SPWF loan from Business Oregon in an aggregate principal amount not to exceed \$2,500,000.
- B. During the debt service period, County shall withhold Transient Lodging Tax (TLT) revenue that would otherwise be distributed to Agency and use it to repay the SPWF loan.
- C. During the debt service period, Agency shall maintain a minimum balance of \$250,000 in the County Fair Fund maintained pursuant to ORS 565.325 (the "Reserve").
- D. If TLT revenue is insufficient to repay the SPWF loan, Agency shall pay County the difference from the Reserve.

6. Section 13(A) of the Agreement is deleted in its entirety and replaced with the following:

- A. Sarah Eckman or their designee will act as liaison for County.

Contact Information:

Sarah Eckman
Assistant Director of Community Services
Department of Transportation and Development
sarahste@clackamas.us
503-742-4303
150 Beaver Creek Road, Suite 325
Oregon City, OR 97045

Fiscal Contact:

Elizabeth Comfort
Finance Director
Clackamas County Finance Department
ecomfort@clackamas.us
503-936-5345
2051 Kaen Road, Suite 490
Oregon City, OR 97045

Brian Crow or their designee will act as liaison for Agency.

Contact Information:

Brian Crow
Executive Director
Clackamas County Fair & Event Center
brianc@ccfairevents.com
503-266-1136
694 NE 4th Ave.
Canby, OR 97013

7. Section 2(c)(ii) of Exhibit A to the Agreement is deleted in its entirety and replaced with the following:
 - ii. When funding opportunities require a formal County application, Agency shall complete the County Financial Assistance Application Lifecycle form, complete any funder/lender application forms (including all financial and budget reports), and obtain appropriate approval from County prior to pursuing the funding. County shall make the application and receive funds to administer on Agency's behalf.
8. Section 2(d) of Exhibit A to the Agreement is deleted in its entirety and replaced with the following:
 - d. Agency shall adhere to County reporting requirements and any requests for information related to the County ARPA funding distribution, or any other grant or loan funds related to the Project.
9. Section 2(f) of Exhibit A to the Agreement is deleted in its entirety and replaced with the following:
 - f. Agency shall support County requests for modifications to Agency accounting structures, reporting or information related to the County ARPA funding distribution, or any other grant or loan funds related to the Project.
10. The following are added as new Sections 2(g) to (j) of Exhibit A to the Agreement:
 - g. Agency has provided County with all facts that materially adversely affect the Project, or the ability of Agency to make all payments and perform all obligations required by this Agreement or any other agreement related to the Project. Agency has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained this Agreement and any other agreement related to the Project is true and accurate in all respects.
 - h. Agency shall promptly notify County of any adverse change in the activities, prospects, or condition (financial or otherwise) of Agency or the Project

related to the ability of Agency to make all payments and perform all obligations required by this Agreement or any other agreement related to the Project.

- i. Agency shall prominently place the following statement on all plans, reports, bid documents and advertisements relating to the Project: "This project was funded in part with a financial award from the Special Public Works Fund, funded by the Oregon State Lottery and administered by the Oregon Infrastructure Finance Authority."
- j. Agency shall:
 - i. Provide County with copies of all plans, contracts, change orders, and other documents related to the Project.
 - ii. Maintain compliance with the terms of the Construction Contract, or amend the same.
 - iii. Permit County and/or Business Oregon to inspect the Project at any time.
 - iv. Complete the Project no later than the Project Completion Deadline in the financing contract between County and Business Oregon for the SPWF loan, unless otherwise permitted by County and Business Oregon in writing.
 - v. Obtain and maintain as-built drawings for all facilities constructed as part of the Project.

11. Section 3 of Exhibit A to the Agreement is deleted in its entirety and replaced with the following:

- 3. Construction Contract. The parties agree to the following with respect to the Construction Contract:
 - a. Contract management. The parties will jointly manage the Construction Contract. This includes, but is not limited, review and negotiation of any contract amendments, and any other project management tasks, as defined above, that may be associated with the Construction Contract. Agency shall be the primary point of contact under the Construction Contract but shall coordinate directly with County with respect to project management tasks.
 - b. Invoices.
 - i. County will pay any invoices due under the Construction Contract that have been jointly approved by the parties directly to the third-party

contractor until all County ARPA funds are expended. County ARPA funds must be expended, and all materials and services purchased therewith must be received or provided, by December 31, 2026.

- ii. After the County ARPA funds are exhausted, County will continue paying such invoices from the County Fair Fund maintained pursuant to ORS 565.325, requesting reimbursement from the SPWF loan funds, until the remaining balance of the SPWF loan funds is insufficient to reimburse County for any particular invoice.
 - A. Agency will not submit invoices to Business Oregon for SPWF loan funds.
 - B. When County pays an invoice which is to be reimbursed from the SPWF loan funds, County will transfer an amount into the County Fair Fund that is equal to the amount due under the invoice (the "Float Loan").
 - C. The purpose of the Float Loan is to protect County's credit rating and ensure that Agency does not incur negative interest between when the invoice is paid and the reimbursement from the SPWF loan funds is received. The Float Loan shall not be available for Agency's use.
 - D. Upon receipt of the reimbursement from the SPWF loan funds, County will transfer the Float Loan back out of the County Fair Fund.
- iii. After the County ARPA funds are exhausted, and when the remaining balance of the SPWF loan funds is insufficient to reimburse County for any particular invoice, County will transfer responsibility for paying all remaining consultants, contractors, and suppliers back to Agency. Agency is responsible for covering all other expenses necessary to complete the Project.
- c. Meetings. The parties will meet no less than weekly to review the status of the Project and address any issues that may arise under the Construction Contract.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the dates set forth beneath their names below.

Clackamas County

Clackamas County Fair Board



Craig Roberts, Chair
Board of County Commissioners

By: _____

Its: _____

Date: _____

Date: _____

Approved as to form:

Approved as to form:



County Counsel

N/A

Counsel for the Fair Board

Date: 4/20/26

Date: _____

SUMMARY OF AWARD

Project Number: B26003 **Date of Award:** 02/13/2026

Recipient: Clackamas County

Project Name: Clackamas County Fair Multi-Purpose Building Construction

Source of Funding (Grant/Loan/Forgivable Loan)	Award Amount
SPWF – Standard Loan	\$2,500,000
Bond Issuance Fee (estimated), to be included with permanent financing contract	\$20,750
Match – Local	\$5,612,056
Total	\$8,132,806

General Description of Loan	
Interest Rate (Interim Contract)	4%
Estimated Term (Interim Contract)	3 years
Interest Rate (Permanent Financing Contract)	*4%
Term (Permanent Financing Contract)	15 years

* Rate is the current OBDD direct loan rate. Actual rate will be determined at time of bond sale.

Approved Project Description
<p>The Recipient will, with the assistance of a professional engineer licensed in Oregon, design and construct a new 43,000 square foot multipurpose event center, located at 694 NE 4th Avenue Canby, that can accommodate live events, meetings, livestock shows, and tourism related activities. Built with durable infrastructure and modern amenities, the building will enhance the County Fairgrounds' ability to host year-round events while also serving as a critical community resiliency resource. During emergencies and disasters, the center can be activated as a reunification site, shelter, mass vaccination site, warming/cooling center, or emergency operations hub—providing a safe, accessible, and dependable space for residents of Clackamas County and surrounding areas. The multipurpose event center will include, but is not limited to, the following components:</p> <ul style="list-style-type: none"> • 38,000 square foot main hall • Women's restroom with 20 stalls, three showers, and a wellness room • Men's restroom with six stalls, seven urinals and three showers • Family restroom • Office space • Vestibules and a lobby

Note: The full terms and conditions will be contained in the contract.

BEFORE THE BOARD OF COUNTY COMMISSIONERS

OF CLACKAMAS COUNTY, STATE OF OREGON

In the Matter of Authorizing a Loan from the Special Public Works Fund by Entering into a Financing Contract with the Oregon Infrastructure Finance Authority



Resolution No.

Page 1 of 2

Whereas, this matter coming before the Board of County Commissioners (“Governing Body”) of Clackamas County (“Recipient”) at this time, and it appearing that Recipient is a “municipality” within the meaning of ORS 285B.410(9); and

Whereas, ORS 285B.410 to 285B.482 (the “Act”) authorize any municipality to file an application with the Oregon Infrastructure Finance Authority of the Business Development Department (“OBDD”) to obtain financial assistance from the Special Public Works Fund; and

Whereas, Recipient has filed an application with OBDD to obtain financial assistance for a “development project” within the meaning of the Act; and

Whereas, OBDD has approved Recipient’s application for financial assistance from the Special Public Works Fund pursuant to the Act; and

Whereas, Recipient is required, as a prerequisite to the receipt of financial assistance from OBDD, to enter into a Financing Contract with OBDD, number B26004, substantially in the form attached hereto as Exhibit 1; and

Whereas, notice relating to Recipient’s consideration of the adoption of this Resolution was published in full accordance with Recipient’s laws for public notification;

NOW, THEREFORE, the Clackamas County Board of Commissioners does hereby resolve as follows:

Section 1: The Governing Body authorizes the County Administrator (the “Authorized Officer”) to execute on behalf of Recipient the Financing Contract and such other documents as may be required to obtain financial assistance (the “Financing Documents”), including a loan from OBDD, on such terms as may be agreed upon between the Authorized Officer and OBDD, on the condition that the principal amount of the loan from OBDD to Recipient is not in excess of \$2,500,000 and an interest rate of 4.0% per annum. The proceeds of the loan from OBDD will be applied solely to the “Costs of the Project” as such term is defined in the Financing Contract.

\\

\\

\\

\\

BEFORE THE BOARD OF COUNTY COMMISSIONERS

OF CLACKAMAS COUNTY, STATE OF OREGON

In the Matter of Authorizing a Loan from the
Special Public Works Fund by Entering into a
Financing Contract with the Oregon
Infrastructure Finance Authority



Resolution No.

Page 2 of 2

Section 2: Amounts payable by Recipient are payable from the following sources:

- (a) Amounts withheld under ORS 285B.449(1); or
- (b) Revenues of the County Fair Fund maintained pursuant to ORS 565.325 after payment of operation and maintenance costs of the County Fair Grounds and Event Center.

DATED this ____ day of _____ 2026

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary