



## Springfield Economic Development Agency

### Agenda

City Hall

225 Fifth Street

Springfield, Oregon 97477

541-726-3700

Online at [www.springfield-or.gov](http://www.springfield-or.gov)

*Chair:* Kori Rodley

*Vice Chair:* Victoria Doyle

#### *Board Members*

Sean VanGordon

Michelle Webber

Steve Moe

Beth Blackwell

Alan Stout

David Loveall

#### **City Manager:**

Nancy Newton

#### **City Recorder:**

Allyson Pulido

541-726-3700

These meetings will be available via phone, internet using Zoom and in person. Members of the public wishing to attend these meetings electronically can call in or attend virtually by following the directions below. This information can also be found on the City's website.

The meeting location is wheelchair-accessible. For the hearing-impaired, an interpreter can be provided with 48 hours' notice prior to the meeting.

**Meetings will end prior to 10:00 p.m. unless extended by a vote of the Board.**

All proceedings before the Springfield Economic Development Agency are recorded.

January 13, 2025

Monday

7:00 p.m. Regular Meeting

City Council Meeting Room

or

Virtual Attendance

Registration Required:

Attend from your computer, tablet or smartphone:

Zoom

Meeting ID: 816 5524 2327

[https://us06web.zoom.us/webinar/register/WN\\_bZkwYgQeR\\_GYU1T87vD9yg](https://us06web.zoom.us/webinar/register/WN_bZkwYgQeR_GYU1T87vD9yg)

To dial in using your phone in Listen Only Mode:

Dial 1 (971) 247-1195

Toll Free 1 (877) 853-5247

Oregon Relay/TTY: 711 or 800-735-1232

#### **CALL TO ORDER**

**ROLL CALL** -- Board Members: VanGordon\_\_\_, Webber\_\_\_, Moe\_\_\_, Rodley\_\_\_, Blackwell\_\_\_, Doyle\_\_\_, Stout\_\_\_ and Loveall\_\_\_.

#### **CONSENT CALENDAR**

1. **Minutes**
2. **Resolutions**
4. **MOTION: APPROVE/REJECT THE CONSENT CALENDAR**

## **COMMUNICATIONS**

1. Business from the Audience: Please limit comments to 3 minutes. Request to Speak cards are available at the entrance. Please present cards to City Recorder. Speakers may not yield their time to others and the Board cannot engage in discussion/conversation with the individual providing comment/testimony.
2. Correspondence
3. Business from the Staff

## **REPORT OF CHAIR**

## **REPORTS OF COMMITTEES**

**PUBLIC HEARINGS** - Please limit comments to 3 minutes. Request to speak cards are available at the entrance. Please present cards to City Recorder. Speakers may not yield their time to others.

## **NEW BUSINESS**

1. Springfield Economic Development Agency Board Officer Elections  
[Allie Camp] (5 minutes)
2. Downtown Matching Loan Resolution  
[Allie Camp] (10 minutes)

## **OLD BUSINESS**

## **ADJOURNMENT**

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<b>AGENDA ITEM SUMMARY</b>	<b>Meeting Date:</b>	01/13/2025
	<b>Meeting Type:</b>	Springfield Economic Development Agency- Regular Meeting
	<b>Staff Contact/Dept:</b>	Allie Camp, Economic Development Manager/City Manager's Office
	<b>Staff Phone No:</b>	
<b>SPRINGFIELD ECONOMIC DEVELOPMENT AGENCY</b>	<b>Estimated Time:</b>	5 Minutes

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**ITEM TITLE:**

Springfield Economic Development Agency Board Officer Elections

**ACTION REQUESTED:**

SEDA Board members shall elect a Chair, Vice Chair and Secretary, as outlined in the SEDA By-Laws.

**ISSUE STATEMENT:**

According to the SEDA Bylaws (ATT 1), a Chair, Vice Chair, and Secretary shall be elected by the Agency annually and at the first regular meeting of the Board. Elections shall be made from among the Board members and members may serve consecutive terms.

**DISCUSSION/FINANCIAL IMPACT:**

At the first regular meeting of the calendar year the Springfield Economic Development Agency (SEDA) Board elects the officer positions of Chair, Vice Chair, and Secretary from among the current Board members (ATT 1). Officer positions serve for one year. The roles of the officer position, as written in the Bylaws (ATT 2), are described below.

The Chair shall be elected by the Board members of the Agency and shall preside at all meetings of the Agency. After approval by the Board members, except as otherwise authorized by resolution of Board members, the Chair shall sign all contracts, deeds and other instruments made by the Agency. At each meeting, the Chair shall submit such recommendations and information as the Chair may consider proper concerning the business, affairs, and policies of the Agency (SEDA Bylaws -- Art III, Sec 2). The 2023 SEDA Chair position has been held by Board Member Rodley.

The Vice Chair shall be elected by the Board members of the Agency and shall perform the duties of the Chair in the absence or incapacity of the Chair; and in case of resignation or death of the Chair, the Vice Chair shall perform such duties as are imposed on the Chair until such time as the Board shall elect a new Chair (SEDA Bylaws -- Art III, Sec 3). The 2023 SEDA Vice Chair position has been held by Board Member Doyle.

The Secretary shall be elected by the Board members of the Agency and shall perform the duties of the Chair in the absence or incapacity of both the Chair and the Vice Chair and shall perform the duties of the Vice Chair when the latter acts as Chair. In coordination with the staff liaison, the Secretary shall keep the records of the Agency, act as Secretary of the meetings of the Agency and record all votes, keep a record of the proceedings of the Agency, perform all duties incident to the office, and keep in safe custody all records confirmed by the Board members of the Agency (SEDA Bylaws -- Art III, Sec 4). The 2023 SEDA Secretary position has been held by Board Member Webber.

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**Attachments**

1. Current SEDA Roster
2. SEDA Bylaws in Resolution 2013-06

SPRINGFIELD ECONOMIC DEVELOPMENT AGENCY  
Principal Officials as of January 6, 2025  
City of Springfield  
225 Fifth Street  
Springfield, Oregon 97477

GOVERNING BOARD

Term Expiration

Michelle Webber Secretary	Springfield Council Representative	225 Fifth Street Springfield, OR 97477	December 2026
Beth Blackwell	Springfield Council Representative	225 Fifth Street Springfield, OR 97477	December 2024
Steve Moe	Springfield Council Representative	225 Fifth Street Springfield, OR 97477	December 2026
Alan Stout	Springfield Council Representative	225 Fifth Street Springfield, OR 97477	December 2028
Victoria Doyle Vice Chair	Springfield Council Representative	225 Fifth Street Springfield, OR 97477	December 2026
Sean VanGordon	Springfield Council Representative	225 Fifth Street Springfield, OR 97477	December 2028
Kori Rodley Chair	Springfield Council Representative	225 Fifth Street Springfield, OR 97477	December 2024
David Loveall	Lane County Representative	Lane County 125 E. 8 <sup>th</sup> Avenue Eugene, OR 97401	December 2026

ADMINISTRATION

Allyson Pulido  
City Recorder  
City of Springfield  
[apulido@springfield-or.gov](mailto:apulido@springfield-or.gov)  
541-726-3700

Allie Camp  
Economic Development Manager  
City of Springfield City Manager Office  
[acamp@springfield-or.gov](mailto:acamp@springfield-or.gov)  
541-726-3700

Nathan Bell  
Finance Director  
City of Springfield Finance Department  
[nbell@springfield-or.gov](mailto:nbell@springfield-or.gov)  
541-726-2364

URBAN RENEWAL AGENCY RESOLUTION NO. SEDA2013-06

RESOLUTION OF THE SPRINGFIELD ECONOMIC DEVELOPMENT AGENCY

APPROVING AND ADOPTING AGENCY BY-LAWS

WHEREAS, the Springfield Urban Renewal Agency acting by and through the Springfield Economic Development Agency of the City of Springfield, Oregon, pursuant to the provisions of Chapter 457 of the Oregon Revised Statutes, is the duly appointed Urban Renewal Agency of the City of Springfield, Oregon.

WHEREAS, the Agency wishes to adopt a set of by-laws to govern the conduct and business of the Agency;

NOW, THEREFORE, THE SPRINGFIELD ECONOMIC DEVELOPMENT AGENCY DOES RESOLVE AS FOLLOWS:

ARTICLE I - AUTHORITY

Section 1. Name: The name of the Agency shall be the Springfield Economic Development Agency, hereinafter referred to as "Agency".

Section 2. Office: The office of the Agency shall be the City Manager's Office of the City of Springfield, Oregon.

Section 3. Powers and Duties of the Agency: The powers and duties of the Agency shall be as provided by Chapter 457 of the Oregon Revised Statutes and Springfield City Charter and as authorized by the Springfield Common Council in accordance with Ordinance No. 5335, adopted by the Springfield Common Council June 2, 1986; modified by Ordinance 5479, adopted by the Springfield Common Council, June 19, 1989; modified by Ordinance 6107, adopted by the Springfield Common Council, December 4, 2004; and modified by Ordinance 6285, adopted by the Springfield Common Council, February 19, 2013.

ARTICLE II - BOARD MEMBERS

Section 1. Board Membership: The Agency will be composed of the governing body of the City of Springfield and one Lane County Commissioner representing Springfield and unincorporated Glenwood for both the Glenwood Urban Renewal Plan and Downtown Urban Renewal Plan with eight (8) voting Board members.

Section 2. Terms: The terms of Board members shall coincide with their terms as Mayor and Councilors of the City of Springfield and Lane County Commissioners. The City Council shall appoint replacements to the Board's city membership should they occur. The Lane County Board shall appoint a replacement to the Board's Lane County Commissioner membership should it occur.

### ARTICLE III - OFFICERS

Section 1. Officers: The officers of the Agency shall be chair, vice chair, secretary, and any other officer whom the Agency deems necessary.

Section 2. Chair: The chair shall be elected by the Board members of the Agency and shall preside at all meetings of the Agency. After approval by the Board members, except as otherwise authorized by resolution of Board members, the chair shall sign all contracts, deeds and other instruments made by the Agency. At each meeting, the chair shall submit such recommendations and information as the chair may consider proper concerning the business, affairs, and policies of the Agency.

Section 3. Vice Chair: The vice chair shall be elected by the Board members of the Agency and shall perform the duties of the chair in the absence or incapacity of the chair; and in case of resignation or death of the chair, the vice chair shall perform such duties as are imposed on the chair until such time as the Board shall elect a new chair.

Section 4. Secretary: The secretary shall be elected by the Board members of the Agency and shall perform the duties of the chair in the absence or incapacity of both the chair and the vice chair, and shall perform the duties of the vice chair when the latter acts as chair. In coordination with the staff liaison, the secretary shall keep the records of the Agency, act as secretary of the meetings of the Agency and record all votes, keep a record of the proceedings of the Agency, perform all duties incident to the office, and keep in safe custody all records of the Agency. The staff liaison shall be recommended by the City Manager and confirmed by the Board members of the Agency.

Section 5. Additional Duties: The officers of the Agency shall perform such other duties and functions as may from time to time be required by the Agency or by the by-laws or rules and regulations of the Agency.

Section 6. Election or Appointment: The chair, vice chair, and secretary shall be elected annually by the Agency from among the Board members at the first regular meeting of the Agency in January of each year, and shall hold office for one year or until their successors are elected and qualified. Provided that the officers initially elected shall hold office or until the first regular meeting of the Agency in 1988, or until their successors are elected and qualified.

Section 7. Vacancies: Should the offices of the chair, vice chair, or secretary become vacant, the Agency shall elect a successor from its Board members at the next regular meeting and such election shall be for the unexpired term of such office.

Section 8. Removal: The chair, vice chair, or secretary may be removed at any time by a vote of a majority of the entire Agency.

### ARTICLE IV - MEETINGS

Section 1. Regular Meetings: Regular meetings shall be held at such time and place as may from time to time be determined by resolution of the Agency in conformance with Oregon Public Meetings Act. In the event a day of regular meeting

shall be a legal holiday, said meeting shall be held on the next succeeding day. All meetings shall be held at the Agency's office in the City of Springfield, Oregon, or at such other place as the chair shall determine. A regular meeting may be adjourned to a later date by a vote of the majority of the Agency Board members present and voting and no notice of such adjourned meeting needs to be given to Board members.

Section 2. Special Meetings: The chair may, when the chair deems it expedient, and shall, upon the written request of three Board members of the Agency, call a special meeting of the Agency to be held at the regular meeting place, unless otherwise specified in the call, for the purpose of transacting any business designated. Written notice of such meeting shall be given to each Board member of the Agency at least 24 hours prior to the time designated in the notice for the public hearing and to the public in conformance with Oregon Public Meetings Act. Both phone calls and e-mails may be used as secondary notification of such special meetings to Board members. Presence of any Board member at any meeting shall be deemed to be a waiver of notice of such meeting. Special meetings may also be held at any time by the unanimous consent of all Board members of the Agency. No other business shall be transacted at any special meeting than that named in the notice.

Section 3. Quorum: A simple majority of Board members of the Agency shall constitute a quorum for the purpose of conducting its business and exercising its powers and for all other purposes. A majority of the Board members of the Agency present and voting shall be necessary to determine any question before the Agency, unless otherwise specified in these by-laws, in a resolution of the Agency, or in Roberts Rules of Order Newly Revised.

Section 4. Manner of Voting: The voting on formal resolutions, matters to any Federal, State, County, or City agency, and on such other matters as may be requested by a majority of the Agency Board members shall be by roll call, and the ayes and noes and Board members present, abstaining, and not voting shall be entered upon the minutes of such meeting, except on the election of officers which may be by ballot, if requested by any Board member.

Section 5: Order of Business: At the regular meetings of the Agency, the following shall be substantially the order of business:

- (a) Roll Call
- (b) Approval of minutes
- (c) Communications
- (d) Report of Chair
- (e) Reports of Committees
- (f) Old Business
- (g) New Business
- (h) Resolutions
- (i) Adjournment

Section 6: Resolutions: All resolutions shall be in writing.

Section 7: Roberts Rules: All rules of order not herein provided for or provided for by resolution shall be determined in accordance with Roberts Rules of Order Newly Revised.

Section 8. Open Meetings: All meetings shall be open to the public, except that any portion of a meeting may be held in Executive Session if such session is in conformance with the Oregon Public Meetings Act.

## ARTICLE V - PROCEDURES

Section 1. Standing or Special Committees: The chair is authorized to refer items to standing or special committees for recommendation and report. All committees shall be appointed by the chair unless otherwise ordered by the Agency. The committee member first named shall act as chair thereof. Appointments to such committees need not be restricted to Board members of the Agency.

Section 2. Authorization of Expenditures: Authorization and approval of the expenditures of money may be made only at a regular meeting or at a special meeting called for that purpose. Provided, that no authorization or approval of expenditures of money may be made at a special meeting unless all Board members of the Agency have been advised in advance of said meeting that such authorizing action is intended to be taken or considered.

## ARTICLE VI – ADMINISTRATIVE SUPPORT

Section 1. Personnel: The Agency may contract for services as it may from time to time find necessary or convenient to perform its duties and obligations at such compensation as may be established by the Agency. Such contracts shall continue at the pleasure of the Agency or until such contracts reach their end date.

Section 2. Legal Counsel: The legal counsel shall be through a contract for services, with an end date, by vote of a majority of the Board members. No Board member shall be eligible to become legal counsel to the Agency until at least one year after leaving office as a Board member.

Section 3. Staff Liaison: The staff liaison shall be recommended by the City Manager and confirmed by the Board members of the Agency.

## ARTICLE VII - FINANCIAL

Section 1. Separate Fund: A separate fund or funds of the City of Springfield shall be established for the Agency. All disbursements from these funds shall follow the regular disbursement procedures of the City of Springfield as authorized by the City Council.

Section 2. Budget: Budget procedures followed for all other funds of the City of Springfield shall also be substantially followed for the fund or funds of the Agency, except that the committee which reviews the budget of the Agency shall consist of the Board members of the Agency and at least the same number of members from the



Springfield community, including members of the area included in the Glenwood Urban Renewal Plan and Downtown Urban Renewal Plan, and approved by a simple majority of the Board members.

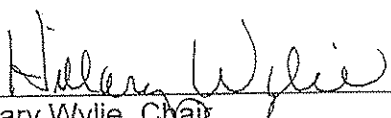
Section 3. Audit: An annual audit of the fund or funds of the Agency shall be performed by the independent auditor of the City of Springfield using the same procedures as are used for all other funds of the City.

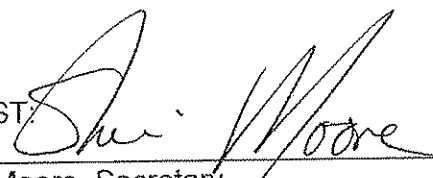
#### ARTICLE VIII - AMENDMENTS

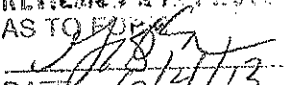
Amendments to By-Laws: Except in the event of an emergency, the by-laws of the Agency shall be amended only with the approval by a simple majority of the Board members of the Agency at a regular or special meeting, but no such amendment shall be adopted unless at least ten (10) days written notice thereof has been previously given to all of the Board members of the Agency. In the event an emergency is declared by two-thirds of the Board members, amendments to the by-laws may be adopted upon reasonable but not less than twenty four (24) hour notice to all Board members of the Agency if they are approved by a simple majority of the Board members of the Agency.

PASSED AND ADOPTED this 10th day of June, 2013, by the following roll call vote:

AYES: 8  
NOES: 0  
ABSENT: 1  
ABSTENTIONS: 0

  
\_\_\_\_\_  
Hillary Wylie, Chair  
Springfield Economic Development Agency  
Board of Directors

ATTEST:   
\_\_\_\_\_  
Sheri Moore, Secretary  
Springfield Economic Development Agency  
Board of Directors

REVIEWED & APPROVED  
AS TO FORM  
  
DATE: 6/14/13  
OFFICE OF CITY ATTORNEY

<b>AGENDA ITEM SUMMARY</b>	<b>Meeting Date:</b>	01/13/2025
	<b>Meeting Type:</b>	Springfield Economic Development Agency- Regular Meeting
	<b>Staff Contact/Dept:</b>	Allie Camp, Economic Development Manager/City Manager's Office
	<b>Staff Phone No:</b>	
<b>SPRINGFIELD ECONOMIC DEVELOPMENT AGENCY</b>	<b>Estimated Time:</b>	10 Minutes

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**ITEM TITLE:**

Downtown Matching Loan Resolution

**ACTION REQUESTED:**

Approve/not approve the City Manager to enter into the Settlement and Release Agreement with Mr. Troy Slonecker, property owner of 111 Main Street, for the resolution of a Downtown Matching Loan to Swallowtail Spirits.

**ISSUE STATEMENT:**

A settlement agreement between the Springfield Economic Development Agency Board and Mr. Troy Slonecker, owner of 111 Main Street, is available for the Board's review.

**DISCUSSION/FINANCIAL IMPACT:**

A settlement agreement (ATT 1) between the Springfield Economic Development Agency (SEDA) Board and Mr. Troy Slonecker is included for the Board's review to reach a resolution on the Downtown Matching Loan issued to Swallowtail Spirits in 2018.

The SEDA Matching Downtown Loan Program was created in 2017 with the goals to balance the need for access to capital, fiscal responsibility, and ease of access and use to ensure responsible redevelopment of properties. In 2017, signs of downtown redevelopment were occurring, but the ability to finance and construct projects was difficult for local property and business owners.

The Downtown Matching Loan Program required a 50% match with a minimum \$50,000 loan amount. The Program balanced these requirements with intentionally low interest terms, allowances for a lack of past business credit/experience, and flexibility to pair these funds with other borrowed funds or investments.

Swallowtail Spirits was issued a \$125,000 Matching Loan at the end of 2018 and has been the only recipient of the Loan Program.

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**Attachments**

1. Settlement and Release Agreement

## **SETTLEMENT AND RELEASE AGREEMENT**

This Settlement Agreement ("Agreement") is entered into by and among the following parties: Springfield Economic Development Agency ("SEDA") and Slonecker Investments, LLC ("Slonecker"). The parties are at times referred to singularly as a "Party" and collectively as "Parties." This Agreement is effective as of the last date signed below (the "Effective Date").

### **1. RECITALS**

1.1. Slonecker and Swallowtail Spirits, LLC ("Swallowtail") have entered into a lease agreement dated August 15, 2018 (the "Lease") for the real property commonly known as 110 South A Street in Springfield, Oregon or also as 111 Main Street, Springfield, Oregon (the "Premises")

1.2. On or about December 3, 2018, SEDA and Swallowtail entered into loan agreement, promissory note and guaranty for \$125,000.00 through the SEDA Downtown Matching Loan Program, Contract No. 2216. Simultaneously with the execution of said loan agreement, promissory note, and guaranty, Slonecker executed a deed of trust for SEDA's benefit securing the promissory note with certain real property commonly known as 110 South A Street in Springfield, Oregon or also as 111 Main Street, Springfield, Oregon (the "Premises"). Together the loan agreement, promissory note, guaranty, and trust deed will be known as the "Loan Agreement."

1.3. On or about January 2024, Swallowtail defaulted on the promissory note and Loan Agreement by failing to pay the monthly obligations under said note, and the default continued for a period of six months. On or about July 18, 2024, SEDA delivered a Notice of Default to Swallowtail, which allowed Swallowtail to cure said default by delivering \$9,018.36 to SEDA within 30 days of said notice. Slonecker paid \$9,018.36 to SEDA on July 19, 2024 in order to cure the default and obtain time to evaluate the loan, claims by and between all parties, and its lease agreement with Swallowtail.

1.4. On or about August 22, 2024, Slonecker alleged SEDA negligently administered the loan and breached the terms of the SEDA Downtown Matching Loan Program by approving loan draws to Swallowtail without requiring Swallowtail to match the draws with a dollar for dollar investment. Slonecker alleged it had been damaged by SEDA in the amount of \$116,398.45. SEDA denies Slonecker's claims.

1.5. The parties wish to settle this matter and release any and all claims by and between the parties on the following terms and conditions:

### **2. CONSIDERATION**

2.1. Slonecker will deliver \$20,000.00 to SEDA in immediately available funds within 90 days of the date of this Agreement.

2.2. SEDA will deliver to Slonecker a Deed of Reconveyance substantially in the form at Exhibit A.



### 3. **RELEASE AND WAIVER**

3.1. **Mutual Release.** SEDA and Slonecker hereby fully, forever, and irrevocably release and discharge each other, and each and all of their respective agents, representatives, directors, attorneys, successors, heirs, assigns, insurers, guarantors, employees, members, managers, officers, and affiliated companies and their affiliates (singularly and collectively) of and from any and all claims, demands, actions, liabilities, counter-claims, liens, obligations, damages, losses of services, expenses, costs, attorney fees, compensation of any nature whatsoever, and causes of action of any kind, whether in law or equity, of every nature, character, and description, whether known or unknown, anticipated or unanticipated, that each releasing party may now have, or ever may have had, against the other party by reason of any act, omission, transaction, occurrence, conduct, or circumstance that has occurred through the Effective Date and specifically related to Loan Agreement and administration of the Loan Agreement. Nothing in this Agreement discharges Swallowtail from its obligations to SEDA under the Loan Agreement and Promissory Note, and SEDA reserves the right to pursue any and all claims it may have against Swallowtail, including payment of the Loan Agreement and Promissory Note.

3.2. **Released Matters.** The Mutual Releases identified above are collectively referred to as the “**Released Matters**.” The Parties agree the Released Matters do not include any liability or obligations created by this Agreement and solely covers claims directly or indirectly related to the Loan Agreement and the administration of the SEDA Downtown Matching Loan Program and the Lease Agreement and conduct between the parties related to the Lease Agreement. Notwithstanding the foregoing, the Parties agree that the Released Matters include any claims arising from the negotiation and execution of this Agreement.

### 4. **REPRESENTATIONS AND WARRANTIES**

4.1 Slonecker represents and warrants that it has full authority from its sole member to enter into this agreement, all ancillary agreements contemplated herein, and to carry out the intention of this agreement.

4.3 SEDA represents and warrants that it has full authority from its board to enter into this agreement, all ancillary agreements contemplated herein, and to carry out the intention of this agreement.

### 5. **ADDITIONAL TERMS**

5.1. **Incorporation of Recitals.** The Recitals are incorporated by reference and made a part of this Agreement.

5.2. **Further Documents.** Each Party agrees to cooperate fully with the other Party and to execute such further instruments, documents and agreements and to give such further written assurances, as may be reasonably requested by the other Party to better evidence and reflect the transactions described herein and contemplated hereby, and to carry into effect the intents and purposes of this Agreement.

5.3. **Mistake.** The Parties have investigated the facts pertaining to the subject matters covered by this Agreement to the extent they deem necessary. In entering into this Agreement, the Parties assume the risk of mistake with respect to such facts. This Agreement is intended to be final and binding upon the Parties regardless of any claim of mistake.

5.4. **Parties to Bear Own Costs.** The Parties shall bear their own fees and costs for this dispute, including but not limited to attorneys' fees.

5.5. **No Admission of Liability.** Each Party hereby acknowledges and agrees that this is a compromise settlement that is not in any respect, nor for any purpose, to be deemed or construed to be, or in any way used as evidence of, an admission of, or concession of, any liability whatsoever on the part of any person or entity. This settlement is solely to avoid the costs and uncertainties of litigation and does not reflect either Party's opinion of the strength of its case. Neither this Agreement nor the fact of the settlement may be used by either Party as evidence in any proceeding, other than to enforce the terms of this Agreement.

5.6. **Governing Law.** Oregon law shall exclusively apply with respect to the interpretation and enforcement of this Agreement. The Parties expressly consent to the personal jurisdiction of the state and federal courts located in Lane County, Oregon for any lawsuit filed against either of the Parties arising from, or relating to, this Agreement.


5.7. **Authority.** The Parties hereto represent and warrant that their execution, delivery, and performances of this Agreement have been duly authorized by all necessary and other corporate or equivalent action and are valid and binding upon such Party. Any individual signing this Agreement on behalf of a Party represents and warrants that he or she has full authority to do so. Each Party likewise represents and warrants that he is competent and has capacity to enter into this Agreement, and does so willingly, intentionally, and without undue influence from any person.

5.8. **Covenant not to Assign.** Each Party covenants and agrees that it has not, and will not, assign, transfer, or convey any rights, claims, actions, or causes of action, whether in law or equity, that they have or may have against any Party with respect to the subject of this Agreement.

5.9. **Severability.** If any provision or part of this Agreement is found by a court of competent jurisdiction to be overbroad, invalid, illegal, or otherwise unenforceable, this Agreement, including all of the remaining terms, shall remain in full force and effect as if such invalid or unenforceable term were never included.

5.10. **Entire Agreement.** This Agreement, together with the attachments, constitutes and contains the complete and final agreement between the Parties and supersedes all prior agreements, proposals, representations, arrangements or understandings, written or oral, with respect thereto.

5.11. **No Prior Representation.** Each of the Parties hereto acknowledges that no other party nor any agent or attorney of any party has made any promise, representation or warranty whatsoever, express or implied, not expressly contained herein, to induce that party to execute



this Agreement and acknowledges that the Party has not executed the Agreement in reliance upon any promise, representation or warranty not contained herein.

5.12. **Binding on Successors.** This Agreement shall be binding on and inure to the benefit of the Parties and their parents, subsidiaries, affiliates, licensees, successors, and assigns.

5.13. **Consultation with Attorney.** Each of the Parties represents that it has consulted with an attorney of its choice concerning this Agreement prior to executing it. Each Party further represents that it has read this Agreement, fully understands its contents, and enters into this Agreement voluntarily and of its own free will.

5.14. **Waivers and Amendments.** This Agreement may be amended, modified, superseded, or canceled, and the terms and conditions hereof may be waived, only by a written instrument signed by the Parties hereto or, in the case of a waiver, by written instrument by the Party waiving compliance.

5.15. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties agree that signatures transmitted electronically, whether sent via facsimile or as attached files (e.g., PDF), shall be acceptable to bind the Parties and shall not in any way affect this Agreement's validity.

5.16. **Headings.** All section headings herein are for convenience of reference only and are not part of this Agreement, and no construction or inference shall be derived therefrom.

5.17. **Construction.** This Agreement shall be deemed to have been jointly drafted by the Parties hereto and shall be construed in accordance with its fair meaning and not strictly against any Party. Except as expressly provided in this Agreement, the Parties expressly disclaim any intent to benefit any third parties under the terms of this Agreement.

*TMS*

IN WITNESS WHEREOF, each Party executes this Agreement by a duly authorized representative and acknowledges that it understands and agrees to be bound by this Agreement.

<p>LENDER Springfield Economic Development Agency</p> <p>By: _____ Title: _____ Date: _____</p>	
<p>LANDLORD/PROPERTY OWNER SLONECKER INVESTMENTS, LLC</p> <p>By:  Troy M Slonecker, Sole Member</p> <p>Date: <u>December 10, 2024</u></p>	

