



**RESOLUTION 2004-001**

**A RESOLUTION AMENDING THE INTERGOVERNMENTAL AGREEMENT WITH THE URBAN RENEWAL AGENCY OF THE CITY OF SHERWOOD RELATING TO LOAN PAYMENTS TO THE OECDD**

**WHEREAS** with Resolution 2003-089 the City entered into an intergovernmental agreement to accept payments from the Urban Renewal Agency to the City for debt service on a loan for a portion of the costs of the civic building and Old Town street projects; and

**WHEREAS** the Oregon Economic and Community Development Department (OECDD) has proposed an interest rate and repayment schedule for the loan, and;

**WHEREAS** the Oregon Economic and Community Development Department (OECDD) has proposed certain changes in terminology and dates, and;

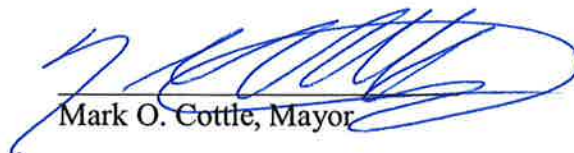
**WHEREAS** the interest rate, repayment schedule, and other changes are acceptable to the City.

**NOW, THEREFORE, THE CITY RESOLVES AS FOLLOWS:**

**Section 1.** The City Manager is hereby authorized to sign the amended Intergovernmental Agreement which is attached as Exhibit A.

**Section 2:** This Resolution shall be effective upon its approval and adoption.

**Duly passed by the City Council this 13<sup>th</sup> day of January 2004.**

  
Mark O. Cottle, Mayor

ATTEST:

  
\_\_\_\_\_  
C.L. Wiley, City Recorder

**Exhibit A**

**Form of  
Intergovernmental Agreement  
to Make Loan Payments**

by and between the

**Urban Renewal Agency of the City of Sherwood, Oregon**

and  
the

**City of Sherwood, Oregon**

Dated as of October 28, 2003

**Amended as of January 13, 2003**

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**Intergovernmental Agreement  
to Make Loan Payments**

This Intergovernmental Agreement to Make Loan Payments is dated as of October 28, 2003, and is entered into by and between the Urban Renewal Agency of the City of Sherwood, Oregon, (the “Agency”) and the City of Sherwood Oregon (the “City”). The parties hereby agree as follows:

**Definitions and Recitals.**

**Definitions.**

Unless the context clearly requires otherwise, capitalized terms used in this Loan Agreement which are defined in this Section 0 shall have the following meanings:

“Department” means the Oregon Economic and Community Development Department.

“Loan Agreement” means the Loan Agreement between the City and the Department in the principal amount of \$5,845,708 which is dated as of December 23, 2003, and relates to the Project.

“Loan Payments” means the principal and interest payments the City is required to make to the Department under the Loan Agreement.

“Project” means the portion of the costs of the new city hall and library (the “civic building”) and Old Town streets new civic building and street improvements that are financed under the Loan Agreement.

“Tax Increment Revenues” means all revenues which the Agency collects under the provisions of Article IX, Section 1c of the Oregon Constitution and ORS Chapter 457.

Recitals.

The City has entered into the Loan Agreement to finance a portion of the costs of the Project for a new civic building and street improvements.

The Project components are new civic building and street improvements are properly described as projects in the Agency's urban renewal plan.

The Agency is authorized to spend tax increment revenues to pay for the costs of the Project for a civic building and street improvements.

The construction of the Project new civic building and street improvements will assist the Agency in carrying out its urban renewal plan.

**The Loan Payments.**

The Loan Payments.

The Agency hereby agrees to pay amounts equal to the Loan Payments to the City not less than one business day prior to the dates on which the City is required to pay the Loan Payments to the Department. The amounts and dates of the Loan Payments are shown in Exhibit A.

Security for the Obligation of the Agency to Pay the Loan Payments.

The Agency hereby pledges its tax increment revenues to pay the amounts described in Section 2.1 of this Intergovernmental Agreement, and this Intergovernmental Agreement shall constitute an indebtedness of the Agency. The pledge of the tax increment revenues shall be superior to all other pledges or commitments of tax increment revenues that the Agency makes, unless the City agrees in writing to subordinate its claim against the tax increment revenues.

**Miscellaneous**

Binding Effect.

This Agreement shall inure to the benefit of and shall be binding upon the Agency and the City and their respective successors and assigns.

Severability.

In the event any provisions of this Intergovernmental Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

Amendments.

This Intergovernmental Agreement may be amended only by a writing signed by both parties.

Execution in Counterparts.

This **Agreement** may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute the same instrument.  
Applicable Law.

This **Agreement** shall be governed by and construed in accordance with the laws of the State of Oregon. Any action regarding this **Agreement** or the transactions contemplated hereby shall be brought in an appropriate court of the State of Oregon in Washington County, Oregon.  
Rules of Construction.

References to section numbers in documents which do not specify the document in which the section is located shall be construed as references to section numbers in this Loan Agreement.  
Headings.

The headings, titles and table of contents in this Loan Agreement are provided for convenience and shall not affect the meaning, construction or effect of this Loan Agreement. All references herein to "Sections," and other subdivisions which do not specify the document in which the subdivision is located shall be construed as references to this Loan Agreement.

IN WITNESS WHEREOF, the Agency and the City have executed this Intergovernmental Agreement as of the date indicated above.

**Urban Renewal Agency of the City of Sherwood,  
Oregon**

\_\_\_\_\_  
Authorized Officer

**City of Sherwood, Oregon**

\_\_\_\_\_  
Authorized Officer

**EXHIBIT A  
LOAN PAYMENT SCHEDULE**

The following is the debt service schedule for the City of Sherwood, Financing Agreement with the Department, dated December 23, 2003.

Dated: 12/23/03

Debt Service

Sherwood

Loan #K04003

Delivered: 12/23/03

<u>Fiscal</u> <u>Yr.</u>	<u>Payment</u> <u>Date</u>	<u>Principal</u> <u>Payment</u>	<u>Coupon</u> <u>Rate</u>	<u>Interest</u> <u>Payment</u>	<u>Optional</u> <u>Call Date</u>	<u>Periodic</u> <u>Debt Service</u>	<u>Fiscal</u> <u>Debt Service</u>	<u>Outstanding</u> <u>Debt</u>
2005	12/1/2004	205,386.00	3.000	233,387.86		438,773.86	438,773.86	5,640,322.00
2006	12/1/2005	211,448.00	3.000	222,152.63		433,600.63	433,600.63	5,428,874.00
2007	12/1/2006	222,541.00	3.000	215,809.19		438,350.19	438,350.19	5,206,333.00
2008	12/1/2007	228,668.00	3.000	209,132.96		437,800.96	437,800.96	4,977,665.00
2009	12/1/2008	234,828.00	3.000	202,272.92		437,100.92	437,100.92	4,742,837.00
2010	12/1/2009	241,023.00	3.000	195,228.08		436,251.08	436,251.08	4,501,814.00
2011	12/1/2010	247,253.00	3.300	187,997.39		435,250.39	435,250.39	4,254,561.00
2012	12/1/2011	258,648.00	3.550	179,838.04	Premium	438,486.04	438,486.04	3,995,913.00
2013	12/1/2012	265,197.00	3.625	170,656.04	@102	435,853.04	435,853.04	3,730,716.00
2014	12/1/2013	276,836.00	3.800	161,042.65	@101	437,878.65	437,878.65	3,453,880.00
2015	12/1/2014	283,615.00	4.000	150,522.88	@100	434,137.88	434,137.88	3,170,265.00
2016	12/1/2015	295,560.00	4.000	139,178.28		434,738.28	434,738.28	2,874,705.00
2017	12/1/2016	307,582.00	4.100	127,355.88		434,937.88	434,937.88	2,567,123.00
2018	12/1/2017	319,738.00	4.200	114,745.02		434,483.02	434,483.02	2,247,385.00
2019	12/1/2018	337,037.00	4.300	101,316.02		438,353.02	438,353.02	1,910,348.00
2020	12/1/2019	349,490.00	4.400	86,823.43		436,313.43	436,313.43	1,560,858.00
2021	12/1/2020	367,107.00	4.500	71,445.87		438,552.87	438,552.87	1,193,751.00
2022	12/1/2021	379,902.00	4.550	54,926.06		434,828.06	434,828.06	813,849.00
2023	12/1/2022	397,855.00	4.625	37,640.52		435,495.52	435,495.52	415,994.00
2024	12/1/2023	415,994.00	4.625	19,239.72		435,233.72	435,233.72	0.00
		<b>5,845,708.00</b>		<b>2,880,711.44</b>		<b>8,726,419.44</b>		

<u>True Interest Cost</u> <u>(TIC)....</u>	<u>4.1541333</u>	<u>Arbitrage Net Interest</u> <u>Cost (ANIC)</u>	<u>0.0000000</u>
<u>Net Interest Cost (NIC)</u> <u>....</u>	<u>4.1954468</u>	<u>Accrued Interest</u>	<u>0.00</u>

Prepared by: JIM B MUNIDB  
Prepared on: 12/5/2003 K04003-2003-A