

URA RESOLUTION 2004-001

A RESOLUTION AMENDING THE INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF SHERWOOD RELATING TO LOAN PAYMENTS TO THE OECDD

WHEREAS with Resolution 2003-015 the Urban Renewal Agency of the City of Sherwood entered into an intergovernmental agreement to make payments from the 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 Agency.

NOW, THEREFORE, THE CITY RESOLVES AS FOLLOWS:

Section 1. The District Administrator is hereby authorized to sign the amended Intergovernmental Agreement which is attached as Exhibit A.

Duly passed by the Urban Renewal Agency this 13th day of January 2004.


Mark O. Cottle, Board Chair

ATTEST:

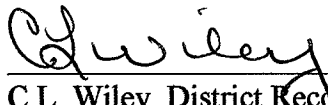

C.L. Wiley, District Recorder

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, 2004

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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.

Year	Payment Date	Principal Payment	Stipend Rate	Interest Payment	Optional Call Date	Principal Debt Service	Interest Debt Service	Outstanding Debt
2005	2/1/2005	35,365.00	0.00	33,873.86		33,873.86	33,873.86	5,540,322.00
2006	2/1/2006	41,248.00	0.00	22,752.64		33,600.68	33,600.68	3,228,674.00
2007	2/1/2007	22,541.00	0.00	45,809.19		38,350.19	38,350.19	5,206,339.00
2008	2/1/2008	28,568.00	0.00	209,132.96		37,800.96	37,800.96	3,977,685.00
2009	2/1/2009	34,928.00	0.00	202,272.92		37,100.92	37,100.92	1,742,837.00
2010	2/1/2009	20,923.00	0.00	95,220.08		36,251.08	36,251.08	1,501,814.00
2011	2/1/2010	2,725.00	0.50	87,997.49		35,250.39	35,250.39	1,254,561.00
2012	2/1/2011	5,868.00	0.50	79,833.04	Remain	38,486.04	38,486.04	3,935,913.00
2013	2/1/2012	65,972.00	0.25	70,635.04	0/02	35,855.04	35,855.04	3,720,716.00
2014	2/1/2013	26,835.00	0.00	61,042.65	0/01	37,873.65	37,873.65	4,453,880.00
2015	2/1/2014	28,155.00	0.00	50,522.38	0/00	32,137.38	32,137.38	4,170,263.00
2016	2/1/2015	95,650.00	0.00	39,738.28		34,738.28	34,738.28	2,874,703.00
2017	2/1/2016	07,332.00	0.00	27,353.28		32,037.28	32,037.28	2,567,124.00
2018	2/1/2017	19,728.00	0.20	14,745.02		34,483.02	34,483.02	2,277,351.00
2019	2/1/2018	37,037.00	0.00	07,316.02		38,353.02	38,353.02	1,910,243.00
2020	2/1/2019	49,490.00	0.00	7,824.43		36,513.43	36,513.43	1,580,658.00
2021	2/1/2020	67,107.00	0.50	7,715.07		38,552.07	38,552.07	1,193,651.00
2022	2/1/2021	79,312.00	0.50	3,926.06		34,828.06	34,828.06	3,133,911.00
2023	2/1/2022	97,353.00	0.25	7,210.52		35,495.52	35,495.52	1,599,411.00
2024	2/1/2023	15,994.00	0.25	9,239.72		35,233.72	35,233.72	0.00
		3,845,708.00		2,380,741.44		1,726,419.44		
True Interest Cost (TIC)		1,541,333			Arbitrage Net Interest Cost (ANIC)		0.0000000	
Net Interest Cost (NIC)		1,195,468			Accrued Interest		0.00	

Prepared by: TMM
 Prepared on: 12/25/2003
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