

**BEFORE THE CITY COUNCIL OF THE
CITY OF ADAIR VILLAGE, OREGON**

**In the Matter of the City of)
Adair Village Authorizing a)
Loan from the Special)
Public Works Fund)**

RESOLUTION NO. 2022 – 7

The City Council (the “Governing Body”) of the City of Adair Village (the “Recipient”) finds:

A. The Recipient is a community water system as defined in Oregon Administrative Rule 123-049-0010.

B. The Safe Drinking Water Act Amendments of 1996, Pub.L. 104-182, as amended (the “Act”), authorize any community or nonprofit non-community water system to file an application with the Oregon Infrastructure Finance Authority of the Business Development Department (“OBDD”) to obtain financial assistance from the Safe Drinking Water Revolving Loan Fund.

C. The Recipient has filed an application with the OBDD to obtain financial assistance for a “safe drinking water project” within the meaning of the Act, and the OBDD has approved the Recipient’s application for financial assistance.

D. The Recipient is required, as a prerequisite to the receipt of financial assistance from the OBDD, to enter into a Financing Contract with the OBDD, number S22007, substantially in the form attached hereto as Exhibit 1. The project is described in Exhibit C to that Financing Contract (the “Project”).

E. Notice relating to the Recipient’s consideration of the adoption of this [Ordinance/Resolution/Order] was published in full accordance with the Recipient’s charter and laws for public notification.

NOW THEREFORE, BE IT RESOLVED by the Governing Body of the Recipient as follows:

1. Financing Loan Authorized. The Governing Body authorizes the [Title of Officer] to execute the Financing Contract (the “Financing Documents”) and such other documents as may be required to obtain financial assistance including a loan from the OBDD on the condition that the principal amount of the loan from the OBDD to the Recipient is not more than \$203,991, with \$46,898 eligible for principal forgiveness if contract conditions are met, and the interest rate is not more than 1.54% if contract conditions are met. The proceeds of the loan from the OBDD must be applied solely to the “Costs of the Project” as such term is defined in the Financing Contract.

2. Sources of Repayment. Amounts payable by the Recipient are payable from the sources described in Section 4 of the Financing Contract and the Oregon Revised Statutes Section 285A.213(5) which include:

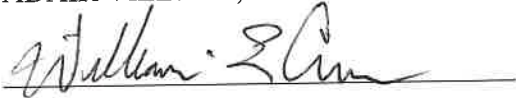
- (a) Revenue from Recipient’s water system, including special assessment revenue;
- (b) Amounts withheld under subsection 285A.213(6);
- (c) The general fund of the Recipient;
- (d) Any combination of sources listed in paragraphs (a) to (c) of this subsection; or
- (e) Any other source.

3. Additional Documents. The [Title of Officer] is hereby authorized to enter into any agreements and to execute any documents or certificates which may be required to obtain financial assistance from the OBDD for the Project pursuant to the Financing Documents.

4. Tax-Exempt Status. The Recipient covenants not to take any action or omit to take any action if the taking or omission would cause interest paid by the Recipient pursuant to the Financing Documents not to qualify for the exclusion from gross income provided by Section 103(a) of the Internal Revenue Code of 1986, as amended. The [name of officer] of the Recipient may enter into covenants on behalf of the Recipient to protect the tax-exempt status of the interest paid by the Recipient pursuant to the Financing Documents and may execute any Tax Certificate, Internal Revenue Service forms or other documents as may be required by the OBDD or their bond counsel to protect the tax-exempt status of such interest.

DATED this ____ day of September, 2022.

ADAIR VILLAGE, OREGON



Mayor

ATTEST:



City Administrator

Amendment Number 1

Project Name: Adair Village Hospital Hill Waterline Replacement

This amendment is made and entered into by and between the State of Oregon, acting by and through the Oregon Infrastructure Finance Authority of the Oregon Business Development Department ("OBDD"), and the City of Adair Village, Oregon ("Recipient"), and amends the Safe Drinking Water Revolving Loan Fund Financing Contract, Project Number S22007, dated 10 February 2022 ("Contract") for the above-named Project. Capitalized terms not defined in this amendment have the meanings assigned to them by the Contract.

Recital: The purpose of this amendment is to increase the Section 2A. Loan Amount, increase the Forgivable Loan Amount, increase the Estimated Project Cost amount, increase the Loan Fee, revise the Project Description to provide additional requirements for adjustments in the pipeline route, revise the Project Budget to accommodate higher than expected bids, and amend the federal information sheet in Exhibit E to reflect the increased Loan amounts.

The parties agree as follows:

1. Amend the following Key Terms in Section 1 of the Contract as follows (deletion in ~~strikethrough~~; addition in double underline):

"Estimated Project Cost" means ~~\$655,690~~ \$859,681.

"Forgivable Loan Amount" means ~~\$217,800~~ \$264,698.

"Section 2A. Loan Amount" means ~~\$437,890~~ \$594,983.

2. Amend Exhibit C – Project Description of the Contract as follows (deletion in ~~strikethrough~~; addition in double underline):

Recipient, with the assistance of a professional Engineer licensed in Oregon, shall replace the following components of its drinking water system: approximately 3,400 linear feet of existing 10" asbestos concrete water main with 14" HDPE water main between city hall and the Hospital Hill Reservoir and south to the Calloway Drive booster station. The water main must be relocated to not become landlocked.

Recipient is authorized to request reimbursement of pre-Award costs: up to \$21,500 for engineering and up to \$171,000 for construction materials.

3. Amend Section 4. C – Loan Fee of the Contract as follows (deletion in ~~strikethrough~~; addition in double underline):

Recipient shall pay a fee of ~~\$9,690~~ 12,705 ("Loan Fee") to OBDD that has been imposed by the Oregon Infrastructure Authority as part of the funding Award for financing the Project. The Loan Fee shall be included in the principal of the Section 2.A. Loan Amount.

4. Amend Section 3. A- Reimbursement Basis of the Contract as follows (deletion in ~~strikethrough~~; addition in double underline):

Reimbursement Basis. The Financing Proceeds shall be disbursed to Recipient on an expense reimbursement or costs-incurred basis. The Recipient must submit each disbursement request for the Financing Proceeds on an OBDD-provided or OBDD-approved disbursement request form

("Disbursement Request"). Recipient shall include the Loan Fee as an expense in the first Disbursement Request. The Loan Fee shall be paid from the principal of the Loan (but retained by OBDD rather than disbursed to Recipient). Recipient shall include the amended additional Loan Fee of \$3,015 as an expense in the first Disbursement Request after the execution of this Amendment Number 1. Such additional Loan Fee shall be paid from the principal of the Loan (but retained by OBDD rather than disbursed to Recipient).

5. Delete Exhibit D - Project Budget of the Contract and replace it with the following new Exhibit D:

EXHIBIT D - PROJECT BUDGET			
Activity	SDWRLF	Other Funds	Totals
Engineering Pre-Award	\$21,500	\$0	\$21,500
Construction Materials Pre-Award	\$130,362	\$0	\$130,362
Engineering	\$54,000	\$0	\$54,000
Construction	\$537,344	\$0	\$537,344
Construction Contingency	\$66,770	\$0	\$66,770
Labor Standards	\$15,000	\$0	\$15,000
Project Management	\$15,000	\$0	\$15,000
Legal Fees	\$5,000	\$0	\$5,000
Permitting & Regulatory Fees	\$2,000	\$0	\$2,000
Loan Fee	\$12,705	\$0	\$12,705
Total	\$859,681	\$0	\$859,681

6. Amend section (vi), (vii) and (xi) of Exhibit E "Information Required by 2 CFR § 200.331(a)(1)" of the Contract as follows (deletion in ~~strikethrough~~, addition in double underline):

(vi) Total Amount of Federal Funds Obligated by this Contract: ~~\$655,690~~ \$859,681

(vii) Total Amount of Federal Funds Obligated by this initial Contract and any amendments: ~~\$655,690~~ \$859,681

Signature page follows.

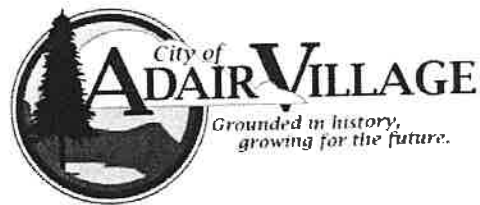
OBDD will have no obligation under this amendment, unless within 60 days after receipt, the Recipient delivers to OBDD the following items, each in form and substance satisfactory to OBDD and its Counsel:

- (i) this amendment duly executed by an authorized officer of the Recipient; and
- (ii) such other certificates, documents, opinions and information as OBDD may reasonably require.

Except as specifically provided above, this amendment does not modify the Contract, and the Contract shall remain in full force and effect during the term thereof. This amendment is effective on the date it is fully executed and approved as required by applicable law.



STATE OF OREGON
acting by and through its
Oregon Infrastructure Finance Authority
of the Oregon Business Development Department



CITY OF ADAIR VILLAGE

By: _____
Chris Cummings, Deputy Director
Economic Development

By: William E. Currier
The Honorable William E Currier,
Mayor of Adair Village

Date: _____

Date: Sep 6, 2022

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

/s/ Wendy Johnson per email dated 19 August 2022
Wendy Johnson, Senior Assistant Attorney General