

RESOLUTION NUMBER 2020-02

**RESOLUTION OF THE RIVERGROVE WATER DISTRICT
AUTHORIZING A LOAN FROM THE SAFE DRINKING WATER REVOLVING LOAN FUND
BY ENTERING INTO A FINANCING CONTRACT
WITH THE OREGON INFRASTRUCTURE FINANCE AUTHORITY**

The Rivergrove Water District Board (the “Governing Body”) of the Rivergrove Water District (the “Recipient”) finds:

- A. The Recipient is a community or nonprofit non-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 previously entered into Financing Contract with the OBDD for the project described in Exhibit C to the Financing Contract (the “Project”), project number S17031, in the principal loan amount of \$1,021,000, effective 28 August 2017.
- D. The OBDD has approved the Recipient’s application for additional financial assistance from the Safe Drinking Water Revolving Loan Fund.
- E. The Recipient is required, as a prerequisite to the receipt of additional financial assistance from the OBDD, to enter into Amendment Number 1 to the Financing Contract with the OBDD, substantially in the form attached hereto as Exhibit A.
- F. Notice relating to the Recipient’s consideration of the adoption of this Resolution 2020-02 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 Rivergrove Water District Chair to execute the Financing Contract (the “Financing Documents”) and such other documents as may be required to obtain additional financial assistance, including additional loan from the OBDD on the condition that the principal amount of the loan from the OBDD to the Recipient is not more than \$3,162,200 with \$129,100 eligible for principal forgiveness if contract conditions are met) and the interest rate is not more than 2.12%. 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 Rivergrove Water District Chair 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. Christine K. Roth, Chair 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.

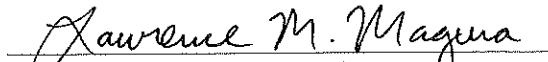
DATED this 23rd day of March, 2020.

Rivergrove Water District



Chair Christine K. Roth

ATTEST:


Treasurer Lawrence M. Magura

Amendment Number 1

Project Name: Rivergrove Reservoir 3 Landslide Remediation and Seismic Upgrade

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 Rivergrove Water District (“Recipient”), and amends the Financing Contract, Project Number S17031, dated 28 August 2017 (“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 extend the time to complete the project and to increase the loan amount to pay for additional necessary improvements not previously considered or fully understood during preparation of the original application and planning-level cost estimates.

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 ~~\$1,221,000~~ \$3,491,300.

“Section 2A. Loan Amount” means ~~\$891,900~~ \$3,162,200.

“Maturity Date” means the ~~19th~~ 29th anniversary of the Repayment Commencement Date.

“Project Completion Deadline” means ~~36 months after the date of this Contract~~ 30 June 2022.

“Repayment Commencement Date” means ~~the first Payment Date to occur after the Project Closeout Deadline~~ 1 December 2022.

2. Amend Exhibit C (Project Description) of the Contract to add the following work:

- Replace existing transfer pump station electrical and control panels to meet National Electrical Code (NEC) standards.
- Construct new Pressure Reducing Valve (PRV) station at the Centerwood Street Intertie with City of Lake Oswego to meet fire flow requirements while Reservoir No. 3 is out of service.
- Replace and relocate water main connecting Reservoirs No. 1 & 2 site and Reservoir No. 3 site, which would be at risk of failure during a seismic event.
- Relocate and modify the existing reservoir piping and site utilities necessary for foundation and reservoir anchorage improvements.
- Install an electronic actuated valve and seismic sensor / controller on the Reservoir 3 outlet pipe.
- Prepare and restore site, including but not limited to: water, power and fiber optic communication line relocation, tree removal, replacement of site fencing and access road pavement affected by construction.

3. Remove Exhibit D (Project Budget) of the Contract and replace it with the following new Exhibit D:

EXHIBIT D - PROJECT BUDGET

	OBDD Funds	Other / Matching Funds
Activity	Approved Budget	Approved Budget
Design / Engineering	\$617,600	\$34,500
Construction / Permitting	2,395,100	165,500
Construction Contingency	248,600	0
Labor Standards / Project Management	30,000	0
Total	\$3,291,300	\$200,000

4. Amend Exhibit E (Information Required by 2 CFR § 200.331(a)(1)) of the Contract as follows
(deletion in ~~strike~~through; addition in double underline):

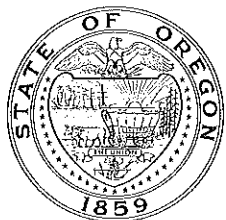
- (v) Sub-award Period of Performance Start and End Date: ~~36 months from Contract execution~~
30 Sep 2017 to 30 Jun 2022
- (vii) Total Amount of Federal Funds Obligated by this initial Contract and any amendments:
~~\$1,021,000~~ \$3,291,300
- (xi) CFDA Number and Name: 66.468 Safe Drinking Water State Revolving Fund
 Amount: ~~\$1,021,000~~ \$3,291,300

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.

This space intentionally left blank

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 Business Development Department

RIVERGROVE WATER DISTRICT

By: _____
Chris Cummings, Interim Director
Business Oregon

By: Christine Roth
Christine Roth, Chair

Date: _____

Date: March 24, 2020

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

/s/ Wendy Johnson as per email dated 17 March 2020
Wendy Johnson, Senior Assistant Attorney General

Proposed Disbursement Schedule

Project Name:	Reservoir #3 Landslide Remediation & Seismic
Recipient:	Rivergrove Water District
Project Number:	S17031
Award Amount:	\$3,291,300

#	Month / Year	Amount (\$)	Activities Associated with Disbursement
1	Prior to March 2020	\$250,000	Engineering, Permitting, and Bidding
2	March 2020	\$27,000	Pre-Construction and Engineering Services During Construction
3	April 2020	\$407,000	Construction and Engineering Services During Construction
4	May 2020	\$342,000	Construction and Engineering Services During Construction
5	June 2020	\$411,000	Construction and Engineering Services During Construction
6	July 2020	\$196,000	Construction and Engineering Services During Construction
7	August 2020	\$216,000	Construction and Engineering Services During Construction
8	September 2020	\$436,000	Construction and Engineering Services During Construction
9	October 2020	\$266,000	Construction and Engineering Services During Construction
10	November 2020	\$91,000	Construction and Engineering Services During Construction
11	December 2020	\$55,000	Construction and Engineering Services During Construction
12	January 2021	\$40,000	Construction and Engineering Services During Construction
13	February 2021	\$40,000	Construction and Engineering Services During Construction
14	March 2021	\$26,000	Project Closeout
15	April 2021		
16	May 2021		
17	June 2021		
18	July 2021		
19	August 2021		
20	September 2021		
TOTAL			\$488,300
REMAINING FUNDS			

	Deborah Sluyter	RH2 Engineering	Emery & Sons	Total Est.
Mar-20	\$1,500	\$25,000		\$27,000
Apr-20	\$1,500	\$25,000	\$380,000	\$407,000
May-20	\$1,500	\$25,000	\$315,000	\$342,000
Jun-20	\$1,500	\$35,000	\$375,000	\$412,000
Jul-20	\$1,000	\$35,000	\$160,000	\$196,000
Aug-20	\$1,000	\$25,000	\$190,000	\$216,000
Sep-20	\$1,000	\$25,000	\$410,000	\$436,000
Oct-20	\$1,000	\$15,000	\$250,000	\$266,000
Nov-20	\$1,000	\$15,000	\$75,000	\$91,000
Dec-20	\$1,000	\$14,000	\$40,000	\$55,000
Jan-21	\$1,000	\$14,000	\$25,000	\$40,000
Feb-21	\$1,000	\$14,000	\$25,000	\$40,000
Mar-21	\$1,000	\$13,619	\$11,057	\$26,000
Total	\$15,000	\$280,619	\$2,256,057	\$2,554,000