

## RESOLUTION NO. 3326

### A RESOLUTION AMENDING RESOLUTION NO. 3243 AND RESOLUTION NO. 3292 CLEAN WATER STATE REVOLVING FUND LOAN AGREEMENTS TO FINANCE THE NEWPORT CORRIDOR IMPROVEMENTS AND NEFF AND PURCELL INTERSECTION IMPROVEMENT PROJECTS, RESPECTIVELY

#### Findings:

- A. Resolution No. 3243 was adopted by City Council on March 3, 2021, to authorize Clean Water State Revolving Fund ("CWSRF") Loan Agreement No. R14523 for the amount of \$13,397,000 to finance the Newport Corridor Improvements.
- B. Resolution No. 3292 was adopted by City Council on April 20, 2022, to authorize Clean Water State Revolving Fund ("CWSRF") Loan Agreement No. R14531 for the amount of \$1,400,000 to finance the Neff and Purcell Intersection Improvements Projects.
- C. Since R14523 was executed, project cost estimates have increased. The current estimate for the Newport Corridor Improvements is \$18,057,741.
- D. Since R14531 was executed, project cost estimates have increased and the City added additional work to the project. The current estimate for the Neff and Purcell Intersection Improvement Projects is \$1,800,000.
- E. The City of Bend ("City") has entered into negotiations with the State of Oregon Department of Environmental Quality ("DEQ") to increase the loan amount to the City from the CWSRF for the Newport Corridor Improvements and the Neff and Purcell Intersection Improvement Projects.
- F. The DEQ has provided an amendment to the Clean Water State Revolving Fund Loan Agreement No. R14523 and Loan Agreement No. R14531 as attached in Exhibit A and B, respectively, to increase the loan amounts mentioned above.
- G. All other terms and conditions of Resolution No. 3243 and No. 3292 will remain unchanged.

Based on these findings,

THE CITY COUNCIL OF THE CITY OF BEND RESOLVES AS FOLLOWS:


1. The City Council authorizes and directs the City Manager, Chief Financial & Administrative Officer, or Finance Director acting for and on behalf of the City, to execute the amended CWSRF Loan Agreements and such other additional documents as may reasonably be required for the consummation and closing of the

Newport Corridor Improvements and Neff and Purcell Intersection Improvement  
Projects Loan amendments, as shown in the attached Exhibits A and B.

Adopted by a vote of the Bend City Council on May 17, 2023.

YES: Mayor Melanie Kebler  
Councilor Barb Campbell  
Councilor Megan Perkins  
Councilor Ariel Méndez  
Councilor Megan Norris  
Councilor Mike Riley


NO: none

  
\_\_\_\_\_  
Melanie Kebler, Mayor

Attest:

  
\_\_\_\_\_  
Robyn Christie, City Recorder

Approved as to form:

  
\_\_\_\_\_  
Mary A. Winters, City Attorney

**CLEAN WATER STATE REVOLVING FUND  
LOAN AGREEMENT NO. R14523  
AMENDMENT NO. 1  
CITY OF BEND**

This Amendment No. 1 (“Amendment”) to Loan Agreement No. R14523 (the “Loan Agreement”) is executed between the STATE OF OREGON ACTING BY AND THROUGH ITS DEPARTMENT OF ENVIRONMENTAL QUALITY (“DEQ”) and City of Bend (the “Borrower”), effective as of the Effective Date indicated below. Capitalized terms used in this Amendment which are not defined herein have the meanings assigned to them in the Loan Agreement.

The purpose of this amendment is to increase the loan amount by \$4,660,741 to include construction cost, and update Appendices A and B and the Loan Reserve Requirement accordingly.

Date of Loan Agreement: March 11, 2021

The parties agree as follows:

1. **EFFECTIVE DATE.** This Amendment is effective on the date that it is fully executed and approved as required by applicable law.
  
2. **AMENDMENTS TO AGREEMENT.**
  - a. ARTICLE 1(C) is amended and restated as follows:

“(C) LOAN AMOUNT:                   \$18,057,741”
  
  - b. The second sentence of ARTICLE 5(C)(1) is amended and restated as follows:

“Until the Final Loan Amount is calculated, the Loan Reserve Requirement is \$361,273.”
  
  - c. The attached “Appendix A: Repayment Schedule” replaces the current “Appendix A: Repayment Schedule” in its entirety.
  
  - d. The attached “Appendix B: *Estimated* CWSRF Loan Disbursement Schedule” replaces the current “Appendix B: *Estimated* CWSRF Loan Disbursement Schedule” in its entirety.

3. **COUNTERPARTS.** This Amendment may be executed in two or more counterparts, each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
  
4. **ORIGINAL AGREEMENT.** Except as expressly amended above, the terms and conditions of the Loan Agreement shall remain in full force and effect. The Borrower certifies that the representations, warranties and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

**BORROWER: CITY OF BEND**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF OREGON ACTING BY AND THROUGH ITS  
DEPARTMENT OF ENVIRONMENTAL QUALITY

By: \_\_\_\_\_

Date: \_\_\_\_\_

Michael E. Kucinski, Deputy Administrator  
Water Quality Division

**APPENDIX A: PRELIMINARY REPAYMENT SCHEDULE**

OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY  
 CLEAN WATER STATE REVOLVING FUND PROGRAM  
**REPAYMENT SCHEDULE**

BORROWER:	<b>City of Bend</b>	INTEREST RATE:	1.22%
SRF LOAN NO.:	<b>R14523</b>	TERM IN YEARS:	20
LOAN AMOUNT:	18,057,741	PAYMENT AMOUNT:	\$ 521,681
Newport Corridor		ANNUAL FEE:	0.50%

Due Date	Pmt#	PAYMENT				Principal Balance
		Principal	Interest	Fees	Total	
						18,057,741
12/1/2024	1	0	298,598	0	298,598	18,057,741
6/1/2025	2	411,529	110,152	90,289	611,970	17,646,212
12/1/2025	3	414,039	107,642	0	521,681	17,232,173
6/1/2026	4	416,565	105,116	86,161	607,842	16,815,608
12/1/2026	5	419,106	102,575	0	521,681	16,396,502
6/1/2027	6	421,662	100,019	81,983	603,664	15,974,840
12/1/2027	7	424,234	97,447	0	521,681	15,550,606
6/1/2028	8	426,822	94,859	77,753	599,434	15,123,784
12/1/2028	9	429,426	92,255	0	521,681	14,694,358
6/1/2029	10	432,045	89,636	73,472	595,153	14,262,313
12/1/2029	11	434,681	87,000	0	521,681	13,827,632
6/1/2030	12	437,332	84,349	69,138	590,819	13,390,300
12/1/2030	13	440,000	81,681	0	521,681	12,950,300
6/1/2031	14	442,684	78,997	64,752	586,433	12,507,616
12/1/2031	15	445,385	76,296	0	521,681	12,062,231
6/1/2032	16	448,101	73,580	60,311	581,992	11,614,130
12/1/2032	17	450,835	70,846	0	521,681	11,163,295
6/1/2033	18	453,585	68,096	55,816	577,497	10,709,710
12/1/2033	19	456,352	65,329	0	521,681	10,253,358
6/1/2034	20	459,136	62,545	51,267	572,948	9,794,222
12/1/2034	21	461,936	59,745	0	521,681	9,332,286
6/1/2035	22	464,754	56,927	46,661	568,342	8,867,532
12/1/2035	23	467,589	54,092	0	521,681	8,399,943
6/1/2036	24	470,441	51,240	42,000	563,681	7,929,502
12/1/2036	25	473,311	48,370	0	521,681	7,456,191
6/1/2037	26	476,198	45,483	37,281	558,962	6,979,993
12/1/2037	27	479,103	42,578	0	521,681	6,500,890
6/1/2038	28	482,026	39,655	32,504	554,185	6,018,864
12/1/2038	29	484,966	36,715	0	521,681	5,533,898
6/1/2039	30	487,924	33,757	27,669	549,350	5,045,974
12/1/2039	31	490,901	30,780	0	521,681	4,555,073
6/1/2040	32	493,895	27,786	22,775	544,456	4,061,178
12/1/2040	33	496,908	24,773	0	521,681	3,564,270
6/1/2041	34	499,939	21,742	17,821	539,502	3,064,331
12/1/2041	35	502,989	18,692	0	521,681	2,561,342
6/1/2042	36	506,057	15,624	12,807	534,488	2,055,285
12/1/2042	37	509,144	12,537	0	521,681	1,546,141
6/1/2043	38	512,250	9,431	7,731	529,412	1,033,891
12/1/2043	39	515,374	6,307	0	521,681	518,517
6/1/2044	40	518,517	3,163	2,593	524,273	0

TOTALS	18,057,741	2,586,415	960,784	21,604,940
REQUIRED LOAN RESERVE:	\$	361,273		

**APPENDIX B: ESTIMATED DISBURSEMENT SCHEDULE**

Borrower:	City of Bend				
Loan #:	R14523				
Int. Rate:	1.22%				
1st Pmt:	12/1/2024				
					298,598
<b>Disb.</b>	<b>Disb.</b>	<b>Disb.</b>	<b>Total #</b>	<b>Interest</b>	
<b>Number</b>	<b>Amount</b>	<b>Date</b>	<b>of Days</b>	<b>Amount</b>	
1	910,798	12/7/2022	725	22,010.95	
2	1,038,712	2/13/2023	657	22,747.79	
3	2,013,529	5/1/2023	580	38,928.23	
4	2,013,529	6/1/2023	549	36,847.58	
5	2,013,529	7/1/2023	519	34,834.05	
6	2,013,529	8/1/2023	488	32,753.41	
7	2,013,529	9/1/2023	457	30,672.76	
8	2,013,529	10/1/2023	427	28,659.23	
9	2,013,529	11/1/2023	396	26,578.58	
10	2,013,528	12/1/2023	366	24,565.04	
<b>TOTAL:</b>	<b>18,057,741</b>				<b>298,597.62</b>

**CLEAN WATER STATE REVOLVING FUND  
LOAN AGREEMENT NO. R14531  
AMENDMENT NO. 1  
  
CITY OF BEND**

This Amendment No. 1 (“Amendment”) to Loan Agreement No. R14531 (the “Loan Agreement”) is executed between the STATE OF OREGON ACTING BY AND THROUGH ITS DEPARTMENT OF ENVIRONMENTAL QUALITY (“DEQ”) and City of Bend (the “Borrower”), effective as of the Effective Date indicated below. Capitalized terms used in this Amendment which are not defined herein have the meanings assigned to them in the Loan Agreement.

The purpose of this amendment is to increase the loan amount by \$400,000 and update Appendices A and B and the Loan Reserve Requirement accordingly.

Date of Loan Agreement: June 10, 2022

The parties agree as follows:

1. **EFFECTIVE DATE.** This Amendment is effective on the date that it is fully executed and approved as required by applicable law.
  
2. **AMENDMENTS TO AGREEMENT.**
  - a. ARTICLE 1(C) is amended and restated as follows:  
  
“(C) LOAN AMOUNT: \$1,800,000”
  
  - b. The second sentence of ARTICLE 5(C)(1) is amended and restated as follows:  
  
“Until the Final Loan Amount is calculated, the Loan Reserve Requirement is \$51,613.”
  
  - c. The attached “Appendix A: Repayment Schedule” replaces the current “Appendix A: Repayment Schedule” in its entirety.
  
  - d. The attached “Appendix B: *Estimated* CWSRF Loan Disbursement Schedule” replaces the current “Appendix B: *Estimated* CWSRF Loan Disbursement Schedule” in its entirety.

3. **COUNTERPARTS.** This Amendment may be executed in two or more counterparts, each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
  
4. **ORIGINAL AGREEMENT.** Except as expressly amended above, the terms and conditions of the Loan Agreement shall remain in full force and effect. The Borrower certifies that the representations, warranties and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

**BORROWER: CITY OF BEND**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF OREGON ACTING BY AND THROUGH ITS  
DEPARTMENT OF ENVIRONMENTAL QUALITY

By: \_\_\_\_\_

Date: \_\_\_\_\_

Michael E. Kucinski, Deputy Administrator  
Water Quality Division



**APPENDIX A: PRELIMINARY REPAYMENT SCHEDULE**

OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY  
 CLEAN WATER STATE REVOLVING FUND LOAN PROGRAM  
**REPAYMENT SCHEDULE**

<b>BORROWER:</b>	<b>City of Bend</b>	<b>INTEREST RATE:</b>	1.31%
<b>SRF LOAN NO.:</b>	<b>R14531</b>	<b>TERM IN YEARS:</b>	20
<b>LOAN AMOUNT:</b>	<b>\$ 1,800,000</b>	<b>PAYMENT AMOUNT:</b>	<b>\$ 52,450</b>
		<b>ANNUAL FEE:</b>	0.50%

Due Date	Pmt#	PAYMENT				Principal Balance
		Principal	Interest	Fees	Total	
						1,800,000
6/1/2024	1	0	18,991	0	18,991	1,800,000
12/1/2024	2	40,660	11,790	9,000	61,450	1,759,340
6/1/2025	3	40,926	11,524	0	52,450	1,718,414
12/1/2025	4	41,194	11,256	8,592	61,042	1,677,220
6/1/2026	5	41,464	10,986	0	52,450	1,635,756
12/1/2026	6	41,736	10,714	8,179	60,629	1,594,020
6/1/2027	7	42,009	10,441	0	52,450	1,552,011
12/1/2027	8	42,284	10,166	7,760	60,210	1,509,727
6/1/2028	9	42,561	9,889	0	52,450	1,467,166
12/1/2028	10	42,840	9,610	7,336	59,786	1,424,326
6/1/2029	11	43,121	9,329	0	52,450	1,381,205
12/1/2029	12	43,403	9,047	6,906	59,356	1,337,802
6/1/2030	13	43,687	8,763	0	52,450	1,294,115
12/1/2030	14	43,974	8,476	6,471	58,921	1,250,141
6/1/2031	15	44,262	8,188	0	52,450	1,205,879
12/1/2031	16	44,551	7,899	6,029	58,479	1,161,328
6/1/2032	17	44,843	7,607	0	52,450	1,116,485
12/1/2032	18	45,137	7,313	5,582	58,032	1,071,348
6/1/2033	19	45,433	7,017	0	52,450	1,025,915
12/1/2033	20	45,730	6,720	5,130	57,580	980,185
6/1/2034	21	46,030	6,420	0	52,450	934,155
12/1/2034	22	46,331	6,119	4,671	57,121	887,824
6/1/2035	23	46,635	5,815	0	52,450	841,189
12/1/2035	24	46,940	5,510	4,206	56,656	794,249
6/1/2036	25	47,248	5,202	0	52,450	747,001
12/1/2036	26	47,557	4,893	3,735	56,185	699,444
6/1/2037	27	47,869	4,581	0	52,450	651,575
12/1/2037	28	48,182	4,268	3,258	55,708	603,393
6/1/2038	29	48,498	3,952	0	52,450	554,895
12/1/2038	30	48,815	3,635	2,774	55,224	506,080
6/1/2039	31	49,135	3,315	0	52,450	456,945
12/1/2039	32	49,457	2,993	2,285	54,735	407,488
6/1/2040	33	49,781	2,669	0	52,450	357,707
12/1/2040	34	50,107	2,343	1,789	54,239	307,600
6/1/2041	35	50,435	2,015	0	52,450	257,165
12/1/2041	36	50,766	1,684	1,286	53,736	206,399
6/1/2042	37	51,098	1,352	0	52,450	155,301
12/1/2042	38	51,433	1,017	777	53,227	103,868
6/1/2043	39	51,770	680	0	52,450	52,098
12/1/2043	40	52,098	341	260	52,699	0

<b>TOTALS</b>	<b>1,800,000</b>	<b>264,530</b>	<b>96,026</b>	<b>2,160,556</b>	
<b>REQUIRED LOAN RESERVE:</b>	<b>\$</b>	<b>51,613</b>			

**APPENDIX B: ESTIMATED DISBURSEMENT SCHEDULE**

Borrower:	City of Bend				
Loan #:	R14531				
Int. Rate:	1.31%				
1st Pmt:	6/1/2024				
					18,991
<b>Disb.</b>	<b>Disb.</b>		<b>Disb.</b>	<b>Total #</b>	<b>Interest</b>
<b>Number</b>	<b>Amount</b>		<b>Date</b>	<b>of Days</b>	<b>Amount</b>
1	\$ 200,000.00		5/1/2023	397	2,841.91
2	\$ 200,000.00		6/1/2023	366	2,620.00
3	\$ 200,000.00		7/1/2023	336	2,405.25
4	\$ 300,000.00		8/1/2023	305	3,275.00
5	\$ 300,000.00		9/1/2023	274	2,942.13
6	\$ 300,000.00		10/1/2023	244	2,620.00
7	\$ 300,000.00		11/1/2023	213	2,287.13
<b>TOTAL:</b>	<b>1,800,000</b>				<b>18,991.42</b>