



**CITY OF PHOENIX  
PHOENIX, OREGON**

**RESOLUTION NO. 1042**

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT TO LOAN THE PHOENIX URBAN RENEWAL AGENCY FUNDS FOR SHORT-TERM OPERATING EXPENSES.**

**WHEREAS**, the City of Phoenix and its Urban Renewal Agency work collaboratively to achieve shared goals; and

**WHEREAS**, the Urban Renewal Agency anticipates a shortfall in its operating budget until it has received tax increment revenues in November 2019 or until it has completed the sale of Agency owned property; and

**WHEREAS**, the Urban Renewal Agency must meet certain financial obligations before it will receive those revenues; and

**WHEREAS**, it is in the interests of both the City and Urban Renewal to continue its operations and meet its financial obligations.

**NOW THEREFORE, BE IT RESOLVED**, that the City of Phoenix hereby authorizes the City Manager and Mayor to negotiate and execute an agreement to make a short-term loan to the Phoenix Urban Renewal Agency substantially conforming to the agreement presented in Exhibit "A".

**PASSED AND APPROVED** by the City Council of the City of Phoenix and signed in authentication thereof at a regular meeting on the 15th day of July, 2019.

Chris Luz, Mayor

ATTEST:

Kimberlyn Collins, City Recorder

## RESOLUTION NO. 19-4

### Exhibit "A"

#### RECITALS:

**WHEREAS**, the Agency is a public body, corporate and politic, duly activated by the City, exercising its powers to engage in urban renewal activity as authorized by ORS Chapter 457; and

**WHEREAS**, the Executive Director of the Phoenix Urban Renewal Agency (Agency) and the City Council of Phoenix have determined that a short-term need exists to provide funds to continue to pay for ongoing costs associated with the operations of the Agency; and

**WHEREAS**, the Agency will not have sufficient funds available to pay for operational expenses that will be due before it has received tax increment revenues and/or proceeds from the sale of real property owned by the Agency; and

**WHEREAS**, the Agency and City operate under an Intergovernmental Agreement,

#### NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**Section 1: Term and Termination.** This agreement shall become effective upon the date of the last signature hereon, and shall continue in full force and effect until the loan is paid in full.

**Section 2: Duties of the City.** The City shall authorize all actions and execute all documents necessary or desirable to loan the following amounts to the Agency for the \$100,000 for short term operational expenses. In so doing, the City shall comply with the laws of the State of Oregon including the terms and conditions contained within this Agreement.

**Section 3: Duties of the Agency.** The Agency shall authorize all actions and execute all documents necessary or desirable to accept the loans and to authorize repayment of the loans under the terms and conditions stated herein. In so doing, the Agency shall comply with the laws of the State of Oregon, applicable Urban Renewal Plans, and the terms and conditions contained within this Agreement. The Agency shall be responsible for its expenses incurred in the performance of this agreement and of its activities contemplated herein.

**Section 4: Loan Terms.** The terms of the loan are as follows: the loan shall be made from the City's \_\_\_\_\_ Fund to the Agency's \_\_\_\_\_ fund in the amount of \$100,000.

The transfer shall occur upon execution of this agreement and no later than July 19, 2019.

The loan shall be repaid by the Agency to the City in full (\$100,000), no later than December 1, 2019.

**Section 5: Consideration.** In consideration of the mutual promises and the terms and conditions set forth herein, the City agrees to loan the amounts stated herein in exchange for the Agency's obligation to repay those amounts in accordance with the above stated schedule. In consideration of the mutual promises and the terms and conditions set forth herein, the Agency agrees to repay the loaned amounts in accordance with the above stated schedule in exchange for the City's loan of the amounts stated herein. The Agency is obligated to repay the loan solely from the tax increment revenues of the urban renewal area for which the loan is made or from the sale of real property owned by the Agency.

**Section 6: Indemnification.** Subject to the limitations in the Oregon Constitution and the Oregon Tort Claims Act, the Parties agree to defend, indemnify, and hold each other, its officers, agents, and employees harmless from all claims, suits, or actions of whatsoever kind, which arise out of or result from the transfer of funds.

**Section 7: Modification.** This agreement may not be altered, modified, supplemented, or amended in any manner whatsoever except by mutual agreement of the parties in writing. Any such alteration, modification, supplementation, or amendment, if made, shall be effective only in the specific instance and for the specific purpose given, and shall be valid and binding only if signed by the parties.

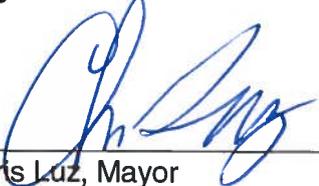
**Section 8: Waiver.** No provision of this agreement may be waived except in writing by the party waiving compliance. No waiver of any provision of this agreement shall constitute waiver of any other provision, whether similar or not, nor shall any one waiver constitute a continuing waiver. Failure to enforce any provision of this agreement shall not operate as a waiver of such provision or of any other provision.

**Section 9: Severability.** The parties agree that if any term or provision of the agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular term or provision held to be invalid.

**Section 10: Designated Representative.** The City authorizes the Mayor, the City Manager or the City Manager's designee to act on behalf of the City under this agreement. The Agency authorizes the Executive Director of the Agency or the Executive Director's designee to act on behalf of the Agency under this agreement.

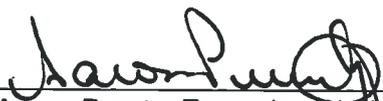
**IN WITNESS WHEREOF**, the execution of which having been first duly authorized according to law.

**City of Phoenix**

  
\_\_\_\_\_  
Chris Luz, Mayor

7-15-2019  
Date

**Phoenix Urban Renewal Agency**

  
\_\_\_\_\_  
Aaron Prunty, Executive Chair

7-15-19  
Date