



City Hall  
206 N. Main Street  
Toledo, Oregon 97391  
**5:30 p.m.**

TOLEDO URBAN RENEWAL AGENCY  
**Regular Meeting – also via Zoom Meeting Platform**  
February 7, 2024

**Virtual Meeting:** The Urban Renewal Agency will hold the meeting in person for the Agency and staff in person as well as through the Zoom video meeting platform. The public is encouraged to attend the meeting electronically. Visit the meetings page on the city website for meeting login information.

**Public Comments:** The Urban Renewal Agency may take limited verbal comments during the meeting. Written comments may be submitted by email to [lisa.figueroa@cityoftoledo.org](mailto:lisa.figueroa@cityoftoledo.org) 3:00 p.m. the day of the meeting to be included in the record. Comments received will be shared with the Urban Renewal Agency and included in the record.

1. **Call to Order, roll call and ascertain quorum**
2. **Consent Agenda**
  - Minutes from the meetings held August 23, 2023, September 6, 2023, September 27, 2023, October 18, 2023 and December 20, 2023
3. **Decision Items**
  - Resolution No. URA-06, a resolution authorizing an Intergovernmental Agreement with the City of Toledo for the provision of administrative and development services
4. **Adjournment**

Comments submitted in advance are preferable. Comments may be submitted by phone at 541-336-2247 extension 2060 or by e-mail at [lisa.figueroa@cityoftoledo.org](mailto:lisa.figueroa@cityoftoledo.org). The meeting is accessible to persons with disabilities. A request for an interpreter for the hearing impaired, or for other accommodations for persons with disabilities, should be made at least 48 hours in advance of the meeting by calling city offices at (541) 336-2247. Page 1

**TOLEDO URBAN RENEWAL AGENCY**  
**REGULAR MEETING**  
August 23, 2023

**1. CALL TO ORDER**

Board President Rod Cross called the meeting to order at 6:00 p.m. also via Zoom in Toledo, Oregon.

Present	Absent	
<u>  X  </u>	<u>          </u>	<u>President Rod Cross</u>
<u>  X  </u>	<u>          </u>	<u>Member Betty Kamikawa</u>
<u>  X  </u>	<u>          </u>	<u>Member Jackie Kauffman</u>
<u>  X  </u>	<u>          </u>	<u>Member Tracy Mix</u>
<u>  X  </u>	<u>          </u>	<u>Member Kim Bush</u>
<u>      </u>	<u>          </u>	<u>Vacant</u>
<u>      </u>	<u>          </u>	<u>Vacant</u>

Staff present: Director (Dir.) Judy Richter, City Recorder (CR) Lisa Figueroa

**2. DISCUSSION/DECISION ITEMS**

**Joint session with the Greater Toledo Pool and Recreation District**

Board Members present: Peter Vince, Rachel Wallace, Kay Chambers, Roy Kinion (President) and Pool District Director Courtney Orn

President Cross indicated he requested the joint meeting for both organizations to consider an opportunity to discuss the possibility of having a community recreation center on A Street, which is the current location of the pool. Ms. Wallace said there is \$3 million available from the Pool District. It was noted the area with the pool, library and skate park could be an ideal location. It was noted many of the grant requests from the Pool District have been declined because grant sponsors do not want to fund aquatic centers and money from the Urban Renewal District combined with the Pool Districts funds could open up more funding opportunities. There was a comment stating the Pool District may have to revisit with their engineer to redesign the building footprint. Mr. Vince noted the Pool District has three years to spend the money, which would have to be spent first from the Pool District and then they would be reimbursed the funds.

There was discussion in regards to the layout of the building including gyms, classrooms, offices, etc. They spoke about locating an ADA accessible entrance and bathroom on the lower area and then would not need one on the upper level. The discussion included possible spaces inside and outside of the center such as a covered basketball court for year-round use and there were comments in regards to limited parking. The Pool Board noted some concern related to personnel/employees operating the facility.

There was a suggestion for the pool district to have a scholarship program for youth who cannot pay for passes as well as ensure the building is built as a ‘green building’ with environmental construction techniques taken into consideration. The Urban Renewal Board agreed money from the Urban Renewal District could be used for this project. They deliberated the next steps and the

1 Pool District Board was directed to revisit with the architect they previously worked with to see  
2 whether they would be willing to work on the recreation center. They discussed meeting again on  
3 September 6 at 5:00 p.m. to consider the footprint and layout of the recreation center.  
4

5 **3. CONSENT AGENDA**

6 **Minutes from the meetings held November 2, 2022; May 17, 2023; June 21, 2023 and the**  
7 **Urban Renewal Agency Budget Committee meeting held May 9, 2023**

8  
9 **Motion** – It was moved and seconded (Kamikawa/Mix) to approve the consent agenda as  
10 presented and the motion carried unanimously.  
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12 **4. ADJOURNMENT**

13 The meeting adjourned at 7:09 p.m.  
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15 Respectfully submitted:  
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18 \_\_\_\_\_  
19 City Recorder Lisa Figueroa  
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**TOLEDO URBAN RENEWAL AGENCY**  
**REGULAR MEETING**  
 September 6, 2023

**1. CALL TO ORDER**

Board President Rod Cross called the meeting to order at 5:12 p.m. also via Zoom in Toledo, Oregon.

Present	Absent	
X		President Rod Cross
X		Member Betty Kamikawa
	X	Member Jackie Kauffman
X		Member Tracy Mix
X		Member Kim Bush
		Vacant
		Vacant

Staff present: Director (Dir.) Doug Wiggins, City Recorder (CR) Lisa Figueroa, City Attorney (CA) Mike Adams

**2. PUBLIC COMMENTS**

Citizen, Cynthia George commented on the closure of the Pool District due to mechanical issues but continued to be taxed. She indicated in spite of its value to the community, she does not believe there will be enough money to build a new recreation center or maintain it to keep it open.

**3. DISCUSSION/DECISION ITEMS**

**Joint session with the Greater Toledo Pool and Recreation District**

Board Members present: Rachel Wallace, Kay Chambers

Board President Cross referenced a drawing that was passed out to all present. They reviewed the layout of the building, conceptual areas included gender neutral bathrooms/changing areas, elevated track, locker rooms, office, gym and meeting spaces. There was discussion in having spaces such as a hot tub that may be rented out for physical therapy and it was suggested the building could be designed so it could expanded in the future if necessary. It was questioned whether the Pool District would need a laundry facilities and the Pool Board responded they would not need that space.

Citizen, Billie Joe Smith expressed some concerns in regards to the Pool District’s Master Plan, which will need to be updated to reflect the community center. She said they will need to find a Project Manager to facilitate this kind of project. Director Cross noted the Urban Renewal Agency has money allocated for a project manager. There was discussion as to who would seek out the request for proposals (RFP). CA Adams described the process, which would include contracts between the two organizations and indicated a joint RFP should be created by both entities and both organizations considered seeking an RFP within the next 30 days. After further discussion, they decided to meet again at 5:00 p.m. on October 18. It was suggested there will be two individuals from each entity working with the City Attorney to develop the RFP. It was noted

1 Directors Cross and Bush would represent the Urban Renewal Agency to meet with the City Staff  
2 and Pool District members.

3

4 *Director Jackie Kauffman arrived at 5:45 p.m.*

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6 **4. ADJOURNMENT**

7 The meeting adjourned at 5:50 p.m.

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9 Respectfully submitted:

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City Recorder Lisa Figueroa

DRAFT

**TOLEDO URBAN RENEWAL AGENCY  
REGULAR MEETING  
September 27, 2023**

**1. CALL TO ORDER**

Board President Rod Cross called the meeting to order at 5:07 p.m. also via Zoom in Toledo, Oregon.

Present	Absent	
X		President Rod Cross
X		Member Kim Bush
X		Member Jackie Kauffman
X		Member Tracy Mix
X		Member Vacant
		Member Vacant
		Member Vacant

Staff present: Director (Dir.) Doug Wiggins, City Recorder (CR) Lisa Figueroa, City Attorney (CA) Mike Adams, Finance Director (FD) Judy Richter

**2. PUBLIC COMMENTS**

There were no comments.

**3. DISCUSSION ITEMS**

**Discussion to develop a business loan and/or grant program within the Urban Renewal District**

Dir. Wiggins referenced the packet materials and indicated he drafted an application based on La Grande’s existing program. The Board deliberated the requirements necessary to receive money for rehabilitation and what kind of rehabilitation would be allowed. Dir. Wiggins suggested one option is reimbursement only, which is common amongst similar programs. The Board considered allowing funds for façade improvements as well as structural and fixture improvements. Director Wiggins asked the Board if they would entertain startup funding and there was not a consensus in support of that suggestion. It was inquired whether permit and architect fees would be allowed and FD Richter indicated those kinds of [soft] costs are not allowed through Urban Renewal monies. The Board considered whether renters would be allowed to apply for funds and believed they could as long as the building owner authorized and signed off on the project as well.

- \$10,000 limit in the first year
- Loan/grant format with certain criteria requirements
- Matching could be required in the future for a larger request
- Residential allowed restricted to those within the Main Street overlay
- No soft costs (permit fees, etc.)
- Fixtures, façade and infrastructure
- Building owner consent for renter request via disclosure
- Commercial & residential within the Main Street overlay district

1 Dir. Wiggins asked if the application would be an open application or if there will be a grant cycle.  
2 It was suggested there be a deadline of May 15 to apply and they have one year to complete the  
3 requirements of the grant. The Board requested another review of the application at the meeting  
4 on October 18 for final review.

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6 **4. ADJOURNMENT**

7 The meeting adjourned at 5:35 p.m.

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9 Respectfully submitted:

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13 City Recorder Lisa Figueroa

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DRAFT

**TOLEDO URBAN RENEWAL AGENCY**  
**REGULAR MEETING**  
 October 18, 2023

**1. CALL TO ORDER**

Board President Rod Cross called the meeting to order at 5:04 p.m. also via Zoom in Toledo, Oregon.

Present	Absent	
X	_____	President Rod Cross
X	_____	Member Kim Bush
X	_____	Member Jackie Kauffman
X	_____	Member Tracy Mix
X	_____	Member Stu Strom
_____	_____	Member Jackie Burns
_____	_____	Member Frank Silvia

Staff present: Director (D) Doug Wiggins, City Recorder (CR) Lisa Figueroa, Finance Director (FD) Judy Richter, City Attorney (CA) Mike Adams

**2. DISCUSSION/DECISION ITEMS**

**Proposed business loan and/or grant revitalization program within the Urban Renewal District**

Dir. Wiggins reviewed the previous discussion related to the grant/revitalization program. He referenced the packet and presented the application based on the Board’s discussion on September 27. He said the document has been reviewed the by CA Adams for any legal issues. He indicated the objectives of the funding was to rehabilitate business, create housing, and encourage retail development or façade improvements. Dir. Wiggins noted the Board limited overall funding to \$50,000 with up to \$10,000 in grants depending on how the Board allocates funding. He said it is currently setup as a first come, first serve basis but the Board can elect to apply a deadline and review all the applications at the same time.

Member Mix suggested the \$150 refundable application fee either be partially or not refundable at all because there will still be staff time needed to review the application to ensure the applicant met all the requirements. There was a consensus of the Board who agreed 50% of the fee could be refunded if the project is not chosen.

**Motion** – It was moved and seconded (Mix/Strom) approve the policy as amended for the proposed business loan/grant revitalization program within the Urban Renewal District and the motion carried unanimously.



1 **3. ADJOURNMENT**  
2 The meeting adjourned at 5:20 p.m.  
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4 Respectfully submitted:  
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8 City Recorder Lisa Figueroa  
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DRAFT

**TOLEDO URBAN RENEWAL AGENCY**  
**REGULAR MEETING**  
 December 20, 2023

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**1. CALL TO ORDER**

Board President Rod Cross called the meeting to order at 5:36 p.m. also via Zoom in Toledo, Oregon.

Present	Absent	
X		President Rod Cross
X		Member Kim Bush
X		Member Jackie Kauffman
	X	Member Tracy Mix
X		Member Stu Strom
	X	Member Jackie Burns
X		Member Frank Silvia

Staff present: Director (Dir.) Doug Wiggins, City Recorder (CR) Lisa Figueroa, Finance Director/Assistant City Manager (ACM) Amanda Carey, City Attorney (CA) Mike Adams

**2. PUBLIC COMMENTS**

There were no comments.

**3. DISCUSSION/DECISION ITEMS**

**Resolution No. URA-03, a resolution receiving the 2022-2023 financial audit as prepared by Hanford & Associates**

ACM Carey presented the staff report and indicated this is the first audit because it was the first year the Urban Renewal District (URD) received funds. She said it was a clean audit with no findings. She referenced page 25 of the packet and reviewed the statement of revenues. She indicated the URD received \$389,270.00. She noted the Highway Business 20 rehabilitation project expended approximately \$98,000 and said the ending fund balance as of June 30, 2022 was \$260,899.00.

**Motion** – It was moved and seconded (Strom/Kauffman) to adopt Resolution No. URA-03, a Resolution of the Toledo Urban Renewal Agency Board of Directors receiving the 2022-2023 fiscal year financial audit for the City of Toledo Urban Renewal Agency as prepared by Hanford & Associates and the motion carried unanimously.

**Resolution No. URA-04, a resolution designating BMO Bank as a depository for funds of the Agency**

Dir. Wiggins summarized the staff report and indicated the URD must have its own funds separate from the City’s funds. He said the proposed resolution would allow the URD to establish its own bank account at BMO. There were no questions from the Board.

1 **Motion** – It was moved and seconded (Strom/Bush) to approve Resolution URA-04, a resolution  
2 of the Toledo Urban Renewal Agency designating an official depository for the Agency funds and  
3 the motion carried unanimously.  
4

5 **Resolution No. URA-05, a resolution authorizing signers on the Urban Renewal Agency bank**  
6 **accounts**

7 Dir. Wiggins reviewed the staff report and indicated the attached resolution is a follow up to the  
8 previous resolution designating signers on the bank account.  
9

10 **Motion** – It was moved and seconded (Kauffman/Bush) to approve Resolution URA-05, a  
11 resolution of the Toledo Urban Renewal Agency authorizing signers on the Agency bank accounts  
12 and the motion carried unanimously.  
13

14 Dir. Wiggins noted there will be a meeting sometime in the near future to establish an  
15 Intergovernmental with the City of Toledo for the purpose of transferring funds between both  
16 entities to comply with state law.  
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18 **4. ADJOURNMENT**

19 The meeting adjourned at 5:50 p.m.  
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21 Respectfully submitted:  
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24 \_\_\_\_\_  
25 City Recorder Lisa Figueroa  
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**CITY OF TOLEDO**  
**REQUEST FOR URBAN RENEWAL AGENCY ACTION**

	<b>Meeting Date:</b>	<b>Agenda Topic:</b>
	February 7, 2024	Resolution No. URA-06, a resolution authorizing an Intergovernmental Agreement with the City of Toledo for the provision of administrative and development services
<b>Prepared by:</b>	<b>Reviewed by:</b>	<b>Approved by:</b>
City Attorney M. Adams	Director Doug Wiggins	Director Doug Wiggins

**Recommendation:**

Motion to approve Resolution No. URA-06, resolution of the Toledo Urban Renewal Agency Board of Directors authorizing an Intergovernmental Agreement with the City of Toledo for the provision of administrative and development services.

**Background:**

The Board of the Urban Renewal Agency (URA) is the governing body charged with administering and implementing the approved the Toledo Urban Renewal Plan (Plan). An Intergovernmental Agreement (IGA) with the City of Toledo, which was already approved by the City Council is attached for approval as an exhibit to the attached resolution.

On May 5, 2021, the City Council approved the Toledo Urban Renewal Plan (Plan) by passing Ordinance No. 1394. In order to enable the URA to pursue the redevelopment activities anticipated by the Plan, City staff agrees to provide administrative and development services to the Agency. Included in these services is the authority for the City to loan money and provide other forms of financial assistance to the Agency.

Under Oregon state law, any two (or more) units of local government may enter into an intergovernmental agreement regarding any of the functions and activities either is authorized by law to perform. Approval of this IGA will enable to URA to move forward with instituting the Plan.

<b>Fiscal Impact:</b>	<b>Fiscal Year:</b>	<b>GL Number:</b>
Unknown	2023-2024	N/A

**Attachment:**

1. Resolution No. URA-06

**CITY OF TOLEDO  
URA RESOLUTION NO. URA-06**

**A RESOLUTION OF THE TOLEDO URBAN RENEWAL AGENCY BOARD OF DIRECTORS  
AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF TOLEDO  
FOR THE PROVISION OF ADMINISTRATIVE AND DEVELOPMENT SERVICES**

**WHEREAS**, the Toledo Urban Renewal Agency (Agency) is the body charged with administering and implementing the Toledo Urban Renewal Plan as adopted in Ordinance No. 1394 on May 5, 2021; and

**WHEREAS**, the City has experience in the provision of administrative services for local governments and in planning and constructing public improvements, and desires to assist the Agency in the planning and carrying out of the Plan by providing all administrative and development services necessary and proper for carrying out the Agency's functions and the Plan, pursuant to ORS 457.320; and

**WHEREAS**, pursuant to ORS 190.010, the City and Agency are authorized to enter into Intergovernmental Agreements for the performance of functions and activities either is authorized by law to perform; and

**WHEREAS**, the Toledo City Council approved an Intergovernmental Agreement with the Agency on January 17, 2024 by Resolution No. 1538 to perform aforementioned services and the Agency desires to enter into the Intergovernmental Agreement with the City.

**NOW, THEREFORE, THE TOLEDO URBAN RENEWAL AGENCY RESOLVES AS FOLLOWS:**

- Section 1. Board President Rod Cross is authorized to sign the Intergovernmental Agreement between the Urban Renewal Agency and the City of Toledo, attached as Exhibit "A."
- Section 2. That this resolution will take effect immediately upon passage and will continue in full force and effect until revoked or replaced.

That this resolution is hereby adopted by the Toledo Urban Renewal Agency on this 7th day of February, 2024.

APPROVED

ATTEST

\_\_\_\_\_  
Rod Cross, President, Urban Renewal Agency

\_\_\_\_\_  
City Recorder Lisa Figueroa

**INTERGOVERNMENTAL AGREEMENT  
FOR THE PROVISION OF ADMINISTRATIVE AND DEVELOPMENT SERVICES  
between the  
CITY OF TOLEDO and the TOLEDO URBAN RENEWAL AGENCY**

**THIS INTERGOVERNMENTAL AGREEMENT** ("Agreement") is entered into between the City of Toledo, a political subdivision of the State of Oregon ("City"), and the Toledo Urban Renewal Agency, an Oregon quasi-municipal corporation ("Agency"), established under ORS Chapter 457 and duly activated by the City.

**WHEREAS**, the Agency is a public body, corporate and politic, duly activated by the City, exercising its powers to engage in urban renewal activities as authorized under ORS 457 (Urban Renewal), the City of Toledo Municipal Code and the City of Toledo Urban Renewal Plan ("Plan"); and

**WHEREAS**, the Agency prepared an Urban Renewal Plan as defined by ORS 457.010(16) (the "Plan"); and

**WHEREAS**, the Plan was approved by the Toledo City Council, pursuant to ORS 457.095; and

**WHEREAS**, the Agency will undertake redevelopment activities to carry out the Plan; and

**WHEREAS**, The City has experience in the provision of administrative services for local governmental activities including the areas of budgeting, financial reporting, planning, project management, engineering, and constructing public improvements, and desires, pursuant to ORS 457.320, to assist the Agency in the planning and carrying out the Plan by providing all administrative and development services necessary and proper for carrying out the Agency's duties and responsibilities related to administering and implementing the Plan and future plans; and

**WHEREAS**, ORS 190.010 and ORS 457.320 authorize the City and the Agency, and the City and Agency desire, to enter into an Agreement whereby the City provides administrative and development services to the Agency; and

**WHEREAS**, the City and the Agency desire to clarify the relationship between them with respect to administrative services provided by the City to the Agency, the Agency's obligation to pay for those services, and various other issues related to their relationship as separate legal entities working towards completion of the Plan.

**NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:**

**Article 1: Term and Termination.**

Section 1.1: Term and Termination. This Agreement becomes effective upon the date of the last signature hereon, and continues in full force and effect until the Agency is dissolved or terminated, or until the Agency hires an Executive Director, whichever is sooner, and unless sooner terminated as provided herein. This Agreement may be terminated at any time by either party by giving the other party not less than 30 days written notice of that party's intent to terminate this Agreement.

## **Article 2: Duties of the City**

As requested and authorized by the Agency, the City shall provide administrative and development services to the Agency to undertake urban renewal activity as set forth in the adopted Urban Renewal Plan, including but not limited to the following:

Section 2.1: Employees Provided by the City. The City shall provide, where available by the City, administrative and development services on an as-needed basis to the Agency to undertake urban renewal activities as set forth in adopted urban renewal plans, including but not limited to: staff support for public meetings including the preparation of meeting notices, agendas, minutes and mailings; record keeping including filing Agency resolutions; budget preparation, accounting, and financial reporting; contract procurement and administration; real estate procurement and property management; legal advice and document preparation; project engineering and project management services; planning related to plan administration and implementation, project development; and economic development services and other duties and functions as may from time to time be required by the Agency. In so doing, the City shall provide such services in compliance with the laws of the State of Oregon, and in accordance with the Plan and this Agreement. Nothing herein shall be construed as prohibiting the Agency from contracting with third parties to provide all or a portion of staff services.

Section 2.2: Consideration. On an annual basis, or as needed, the Agency shall reimburse the City for all reasonable costs incurred by the City in providing administrative and development services pursuant to this Agreement, with the first payment due no later than thirty days after Agency's receipt of an invoice following the date of execution of this Agreement. The City shall provide to the Agency, as provided in Section 2.5, an invoice made by the City in providing administrative and development services pursuant to this Agreement.

Section 2.3: City Staff Time. It is the intent of the parties that the services performed by City employees on behalf of the Agency shall not interfere with the ability of such employees to carry out their duties and responsibilities for the City.

Section 2.4: City Facilities and Equipment. City staff working on behalf of the Agency are authorized to utilize City office space, furnishings and equipment, including but not limited to telephones, fax machines, printers, photocopiers, computers, office supplies and similar equipment, to carry out Agency business.

Section 2.5: Invoices. The City shall submit to the Agency invoices detailing the specific services rendered by the City and other expenses incurred by the City on behalf of the Agency.

Section 2.6: Employee Status of City Staff. The parties agree that City Staff assigned to perform services and duties for the Agency as part of this Agreement are employees of the City only and that the City has final and exclusive authority over decisions to hire, terminate and discipline City Staff employed by the City and assigned to support and implement the Agency Plan.

Section 2.7: Accounting. The City shall provide accounting services to the Agency for the financial tracking of Agency revenues and expenditures. In doing so, the City shall provide the necessary accounting transactions to make payments on behalf of Agency obligations as well as accept any resources received on behalf of the Agency.

Section 2.8: Segregation of Funds. The City shall segregate all Agency funds into an Urban Renewal Agency Fund(s) in the City's fund accounting structure and shall be responsible for maintaining that segregation.

Section 2.9: Accounting System. The City shall maintain an accounting system for the Agency and charge expenses directly to the Agency through that system.

Section 2.10: Debt Service Payments. The City shall make all debt service payments from Agency funds on behalf of the Agency as such payments come due.

Section 2.11: Annual Agency Audit. In order to comply with ORS 297.405 through 297.555, the City shall contract for an external audit of the Agency's year-end financial statements and accounting transactions. The City auditor will perform the Agency's annual audits or any special financial audits using the same procedures as are used for all other funds of the City and in accordance with State of Oregon audit laws.

Section 2.12: Financial Assistance. Pursuant to ORS 457.320, the City may loan money and provide other forms of financial assistance to the Agency in order to assist in carrying out the Urban Renewal Plan. Any such assistance shall be properly documented and contain adequate provisions for the repayment of any loans made to the Agency.

Section 2.13: Oversight. The Agency is responsible for the oversight and management of the URA and its projects, including, but not limited to, oversight of the financial health of the URA and its authorized and planned projects, management decisions affecting the financial status of the URA, URA indebtedness threshold and capacity, and monitoring of all URA expenditures and revenues. This includes annual budgeting and budget review of planned URA projects and the URA Fund, as required by Local Budget Law in ORS 294.305 to 394.565. The Agency shall coordinate with the City as necessary to ensure proper oversight and management of Agency activities.

### **Article 3: Duties of the Agency**

Section 3.1: Agency Reimbursement of City Costs. The Agency shall reimburse the City for all costs incurred by the City in providing services and supplies pursuant to this Agreement. Unless the Agency objects to an invoice submitted by the City within 30 days of the date of the invoice, the Agency shall be deemed to approve the invoice for payment to the City and the Agency must make payment to the City as required in Section 2.2.

### **Article 4: Shared Duties and Responsibilities**

Section 4.1: Issuance of Urban Renewal Debt. The Agency is ultimately responsible for negotiating and securing debt for the purpose of carrying out the Urban Renewal Plan. City staff may assist the Agency with negotiating and securing debt by providing financial and administrative assistance.

Section 4.2: Agency Staffing. The City shall provide and supervise staff who perform Agency functions. Employees engaged in Agency activities are employees of the City and subject to the City's employment policies, procedures, and standards.



Section 4.3: Reimbursement for Services. The City may seek reimbursement from the Agency for costs of services provided on behalf of the Agency, and City shall provide sufficient documentation and detail of services provided to Agency.

Section 4.4: Advance of Funds. If requested by either Party, the other Party may, from time to time, advance funds to the requesting Party as permitted by law. Any such advance of funds shall be evidenced in writing in the form of a loan or other appropriate legal instrument, which agreement shall not be valid until first having been approved by both the City Council and Agency Board.

#### **Article 5: Conflicts**

Section 5.1: Conflicts. The City reserves the right to withhold any administrative support due to conflicts of interest and/or instances in which limited resources are available.

#### **Article 6: Non-Agency Relationship**

Section 6.1: Non-Agency Relationship. Nothing in this Agreement is to be interpreted as creating or constituting an agency relationship between the parties. Each party remains separate and neither assumes the debts or obligations of the other by entering into this Agreement. Each party is solely responsible for carrying out its duties and functions in accordance with all applicable laws and regulations.

#### **Article 7: Indemnification**

Section 7.1: Indemnification. The City agrees to save and hold harmless the Agency against all claims, suits, or actions whatsoever which arise out of the or result from the negligent or intentional acts of the City's officials, employees and agents as providing the services pursuant to this Agreement.

#### **Article 8: Modification and Termination**

Section 8.1: 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 8.2: Termination. Either party may cancel this agreement at any time with or without cause by giving thirty (30) days notice in writing and delivered in person or by certified mail to the other party.

#### **Article 9: Waiver**

Section 9.1: Waiver. No provision of this Agreement may be waived except in writing by the party granting a waiver of compliance with this Agreement. A waiver of a provision of this Agreement shall not constitute a 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 of any other provision.

**Section 10: Severability.**

Section 10.1: 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.

**Article 11: Entire Agreement**

Section 11.1: Entire Agreement. This Agreement sets forth the entire understanding between the parties with respect to the subject matter of this Agreement, and supersedes any and all prior understandings and agreements, whether written or oral, between the parties with respect to such subject matter.

**IN WITNESS WHEREOF, THE CITY OF TOLEDO AND THE TOLEDO URBAN RENEWAL AGENCY** have caused this agreement to be executed by the authorized representatives as of the date of the last signature affixed below:

Parties to the Agreement:

**THE CITY OF TOLEDO**

**THE TOLEDO URBAN RENEWAL AGENCY**

\_\_\_\_\_  
Rod Cross, Mayor

\_\_\_\_\_  
President or Vice President, Toledo Urban Renewal Agency

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_  
Lisa Figueroa, City Recorder

Approved as to content and form:

\_\_\_\_\_  
Mike Adams, City Attorney