



Beth Block
Mark Grajeda, Vice Chair
Kay Palmer Marsh
Gary Montoya

Barbara Kirkmeyer, Chair
Vincent Ornelas
Eugene Reynolds
Carol Ruckel
Zoe A. Stieber

AGENDA

**Fort Lupton Urban Renewal Authority
Regular Meeting
Tuesday, May 3, 2016
6:30 P.M.**

- 1. Call To Order – Roll Call**
- 2. Approval Of The Agenda**
- 3. Consent Agenda**
 - a. Approval of the Minutes of the April 19, 2016 Meeting
- 4. Public Comment**
- 5. New Business**
 - a. Discussion with City Council Members
 - b. Presentation from Upstate Colorado
 - c. Intergovernmental Agreements
 - d. Meeting Time
 - e. New Building and Construction Improvements Update
- 6. Old Business**
- 7. Staff Reports**
 - a. Executive Director
 - b. City Liaisons
- 8. Board Reports**
- 9. Adjournment**

**RECORD OF PROCEEDINGS
FORT LUPTON URBAN RENEWAL AUTHORITY
APRIL 19, 2016**

The Fort Lupton Urban Renewal Authority met at the City Complex, 130 South McKinley Avenue, the regular meeting place of the Board, on Tuesday, April 19, 2015. Authority member Mark Grajeda called the meeting to order at 6:09 p.m. and invited everyone to join him in the Pledge of Allegiance.

ROLL CALL

City Clerk Nanette Fornof called roll. Those present were Mark Grajeda, Barbara Kirkmeyer (6:39 p.m.), Eugene Reynolds, Carol Ruckel, Kay Marsh (6:22 -7:11 p.m.), Vincent Ornelas, and Zoe Stieber. Also present were City Administrator Claud Hanes, City Clerk Nanette Fornof and Planner Alyssa Knutson.

APPROVAL OF AGENDA

It was moved by Carol Ruckel and seconded by Vincent Ornelas approving the agenda as presented. Motion carried unanimously.

CONSENT AGENDA

The following was on the Consent Agenda: Approval of the Minutes of the April 5, 2016 Meeting.

It was moved by Zoe Stieber and seconded by Carol Ruckel, to approve the Consent Agenda as presented. Motion carried unanimously.

PERSON TO ADDRESS THE AUTHORITY

No one signed up to address the Authority.

NEW BUSINESS

Intergovernmental Agreements

The minutes are going to reflect the substance of the discussion.

Malcolm Murray of Murray Dahl Kuechenmeister began reviewing the Weld County Intergovernmental Agreement (IGA) with the Board. There were two draft version of the document; one prepared by Bruce Barker, Weld County Attorney and one by the City's FLURA Attorney. Mr. Murray stated the Weld County version includes a 50% pass through and the provision of the 50% which the City retains will be restricted to use only for infrastructure. The 50% in which is passed back to the County will be used on infrastructure and services necessary to service the Urban Renewal Area. There is no provision stating what happens if the County doesn't use the money; there is no accounting provision stated in the IGA.

**RECORD OF PROCEEDINGS
FORT LUPTON URBAN RENEWAL AUTHORITY
APRIL 19, 2016**

FLURA members asked such questions as; if the land is in the County and then annexed to the City, what services would be impact the County, how would a change to the IGA affect the Plan and what is the real reason to implement IGA's now.

The next IGA of discussion was the Fort Lupton Fire Protection District. The Fire District's IGA drafted by the City's FLURA Attorney contained a pass through amount that is equal to the Fire District's Debt Service Mill Levy and allows the Fire District to negotiate development within the large vacant parcel or "Greenfield" described in the Plan.

The Fire District's attorney version contained the same pass though amount equal to the Fire District's Debt Service Mill Levy, and also a 50% pass through if the TIF revenue received by FLURA from the six (6) large parcels of vacant land within Plan. This pass through will be in effect until the property is developed. The pass through will also include any vacant land added to the FLURA Plan.

Additional discussion included future mill levies increases wouldn't be part of the TIF.

There was also discussion about a potential provision of \$75,000 paid to FLURA, if the Fire District could be excluded from the Plan.

The Board indicated FLURA needs to enter into an IGA with the City of Fort Lupton; the mill levy imposed for the Recreation needs to be considered as a pass through. The Board, staff and Mr. Murray discussed what part of the mill levy would be allowed as part of the pass through.

At this point of the meeting Chairman Kirkmeyer arrived to the meeting and the discussion previous to her arrival was readdressed. There was additional discussion regarding Weld County's position regarding the pass through(s) and if the Board is considering removing the 50% provision from the IGA, the County will reconsider what monies it provides to the City currently. After a lengthy discussion it was determined Weld County's IGA with the proposed amendments will be presented to the County's attorney for review.

There was a brief discussion regarding IGA with the Library and if any other District within the Plan needs to be addressed.

Budget

Staff provided the Authority with a copy of the requested budget for 2015 Fiscal Year. The plan stated the financial operations estimating the proposed expenditures for the next year. In 2015 the City of Fort Lupton budgeted \$50,000 in its general fund to pay the legal fees and other expenses required to establish FLURA. \$40,883 of the unspent funds were loaned to FLURA in 2015 and FLURA will reimburse the City when funds become available.

New Building and Construction Improvements Update

**RECORD OF PROCEEDINGS
FORT LUPTON URBAN RENEWAL AUTHORITY
APRIL 19, 2016**

City Administrator Claud Hanes stated Wendy's is working with United Power to move a electric pole and requested a foundation permit. Wendy's is anticipating to open in September. No updates regarding the sale of the hardware store.

The Old Theater has had a face lift and the owner is looking at selling the building.

OLD BUSINESS

No reports.

STAFF REPORTS

Executive Director Claud Hanes had no report.

Alyssa Knutson, Planner had no report.

BOARD REPORTS

Gene Reynolds indicated Family Dollar has withdrawn their offer to purchase George's Hardware Store and currently there are no other offers.

Chairperson Kirkmeyer inquired about what items could be added to the next agenda; set up quarterly meetings with the City Council, request Rich Warren from UpState Colorado to attend a FLURA meeting and ask John Dent from Development Corp if he would attend a meeting. In the future the Authority would like to have a meeting with the Fort Lupton Chamber.

There being no further business, the meeting adjourned at 7:51 p.m. The next FLURA meeting will be held on May 3, 2016.

Respectfully submitted,

Nanette S. Fornof, City Clerk

Approved by Fort Lupton Urban Renewal Authority

Barbara Kirkmeyer, Chairperson



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AM 2016-004

RESOLUTION NO. 2016URAXXX AUTHORIZING THE CHAIRPERSON OF THE FORT LUPTON URBAN RENEWAL AUTHORITY TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF FORT LUPTON

I. **Agenda Date:** Board Meeting – May 3, 2016

II. **Attachments:** A. Resolution No. 2016URAxXX
B. FLURA/Fort Lupton IGA

III. **Issue/Request:**

The City of Fort Lupton has expressed an interest in entering into an intergovernmental agreement with the Fort Lupton Urban Renewal Authority (FLURA) in order to ensure that TIF revenues collected by FLURA as a result of the levies approved by the eligible electors of the City of Fort Lupton (City) in 2002 for the construction and operation of the Fort Lupton Recreation Center (Rec Center) are transferred to the City to pay or reimburse the debt service on the bonds issued for the construction and operation of the Rec Center.

In order for this proposed IGA to take effect, it requires approval from the FLURA Board authorizing the signature of the FLURA Chair.

IV. **Alternatives/Options:**

- 1. The Board may authorize execution of the proposed IGA as presented.*
- 2. The Board may choose not to approve execution of the IGA as presenting and continue negotiating the terms with the City of Fort Lupton.*

V. **Financial Considerations:**

Excluding the above-mentioned funds from the Fort Lupton Core Urban Renewal Plan will result in lower revenues for FLURA.

VI. **Legal / Political Considerations:**

The IGAs have been reviewed and approved by both FLURA's and the City's legal counsel.

VII. **Staff Recommendation:**

Staff is choosing to stay neutral on this topic.

RESOLUTION NO. 2016URAxxx

A RESOLUTION OF THE FORT LUPTON URBAN RENEWAL AUTHORITY AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF FORT LUPTON.

WHEREAS, the Fort Lupton Urban Renewal Authority (FLURA) and the City of Fort Lupton (City) have negotiated the terms of the intergovernmental agreement to exclude the debt service mill levy approved by eligible electors of the City in 2002 to issue general obligation bonds to finance the construction, renovation, and repair of the Fort Lupton Recreation Center (Rec Center) and the operating mill levy for the operation of the Rec Center; and

WHEREAS, the terms of the aforementioned intergovernmental agreement were reviewed and approved by both FLURA's attorney and City's attorney; and

NOW THEREFORE BE IT RESOLVED that the Fort Lupton Urban Renewal Authority hereby finds, determines and declares that this Resolution is necessary and that it serves a valid public purpose and authorizes the execution of the attached intergovernmental agreement between FLURA and City.

APPROVED AND PASSED BY THE FORT LUPTON URBAN RENEWAL AUTHORITY THIS 3rd DAY OF MAY 2016.

Fort Lupton Urban Renewal Authority

Barbara Kirkmeyer, Chair

Approved as to form:

Attest:

Malcolm Murray, Attorney

Nanette Fornof, Secretary

**INTERGOVERNMENTAL AGREEMENT REGARDING RECREATIONAL FACILITY
DEBT AND OPERATING MILL LEVY**

This Intergovernmental Agreement (“Agreement”), is entered into effective the ____ day of _____, 2016 (the “Effective Date”), between the **FORT LUPTON URBAN RENEWAL AUTHORITY** (“FLURA”) and the **CITY OF FORT LUPTON** (“City”) (collectively referred to as the “Parties”).

RECITALS

A. FLURA is a public body corporate and politic authorized to transact business and exercise its powers as an urban renewal authority under and pursuant to the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (“Act”).

B. The City is a political subdivision of the State of Colorado.

C. The City Council of the City of Fort Lupton (the “City”) has approved and adopted, and the Authority is carrying out, the Fort Lupton Core Urban Renewal Plan in accordance with the requirements of the Colorado Urban Renewal Law, Sections 31-25-101, *et seq.*, C.R.S., (the “Act”), including, without limitation, compliance with Section 31-25-107(3.5) of the Act regarding tax increment financing (“TIF Financing”); and

D. TIF Financing provides that taxes levied after the effective date of the approval of the urban renewal plan upon taxable property in the area described therein, which for purposes of this Agreement includes the property within the FLURA Plan, each year shall be divided for a period not to exceed twenty-five (25) years from the effective date of the urban renewal plan and that a portion of said property tax revenues (the “TIF Revenue”) shall be allocated to and paid into a special fund of FLURA to pay the principal of, interest on, and any premiums due in connection with bonds of, loans or advances to, or indebtedness incurred by FLURA for financing an urban renewal project or to make payments pursuant to an agreement executed pursuant to C.R.S. § 31-25-107(11).

E. FLURA and the City acknowledge that in 2002, the eligible electors of the City approved a ballot issue for a mill levy to support the issuance of general obligation bonds to finance the construction, renovation, and repair of a recreational center (the “Rec Center Debt Service Mill Levy”) and .468 mills for the operation of the recreation center (the “Rec Center Operating Mill Levy”)(collectively the “Rec Center Mill Levies”).

F. FLURA and the City recognize that a division of taxes pursuant to C.R.S. § 31-25-107(9)(a) on property within the boundaries of the City without an agreement concerning the sharing of TIF Revenue that result from the Rec Center Mill Levies on taxable property in the FLURA Plan may hinder the effectuation of the Plan and urban renewal projects within the FLURA Plan and the City’s ability to provide City services and facilities therein.

G. FLURA and the City therefore desire to enter into this Agreement for the transfer to the City of property tax revenues that FLURA receives from the Rec Center Mill Levies on taxable property in the FLURA Plan.

H. FLURA and the City are authorized to enter into this Agreement pursuant to law, including without limitation C.R.S. § 31-25-112.

NOW THEREFORE, in consideration of the foregoing recitals and the covenants, promises and agreements of each of the parties hereto, it is agreed by and among the parties hereto as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated into and made a part of this Agreement.

2. Rec Center Mill Levies Allocation. FLURA and the City acknowledge that in 2002, the eligible electors of the City approved a ballot issue authorizing a mill levy to support the issuance of general obligation bonds to finance capital construction costs for a recreation center and .468 mills for the operation of the recreation center. FLURA agrees to deposit into the Account all of the increase in property tax TIF Revenues calculated, produced, allocated and transferred to FLURA solely as a result of the levy by the City of the Rec Center Mill Levies upon taxable property within the FLURA Plan pursuant to and in accordance with Section 31-25-107(9)(a)(II) of the Act and the rules and regulations of the Property Tax Administrator of the State of Colorado (the "Rec Center Mill Levies Allocation").

3. Accounting. Commencing with the month after the first month that TIF Revenues from the Rec Center Mill Levies are collected by FLURA, FLURA shall transfer to the City, on or before the 15th day of each month, all revenues received into such Account through the preceding month.

4. Area Added to FLURA Plan. If area is subsequently included in the FLURA Plan by a modification of the Plan approved by the Fort Lupton City Council, and such modification results in property tax TIF Revenues from the Rec Center Mill Levies being allocated and transferred to FLURA for an additional period beyond twenty-five (25) years from the effective date of the Plan, then FLURA shall make the foregoing transfers to the District for such additional period.

5. Use of Transferred TIF Revenues. The City agrees to use property tax TIF Revenues transferred to it by FLURA pursuant to this Agreement solely for paying or reimbursing the debt service on the bonds issued for the construction of the recreation center the operation of the recreation center.

6. Termination. This Agreement may be terminated at any time upon the mutual written agreement of FLURA and the City. In addition, in the event of termination of the FLURA Plan, including its TIF Financing component, FLURA may terminate this Agreement by delivering written notice to the City.

7. Entire Agreement. This instrument embodies the entire agreement of the parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. No modification to this Agreement shall be valid unless agreed to in writing by the parties hereto.

8. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors in interest.

9. No Third-Party Enforcement. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

10. No Waiver of Immunities. Nothing contained herein shall be construed as a waiver, in whole or in part, by any party hereto of the rights, protections, and privileges afforded under the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S. or under any other law, nor shall any portion of this Agreement be deemed to have created a duty of care which did not previously exist with respect to any person not a party to this Agreement.

11. Severability. If any provision of this Agreement is found to be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Further, in the event of any such holding of invalidity, illegality or unenforceability, the parties will in good faith negotiate for an amendment to this Agreement that achieves to the greatest degree possible the intent of the affected provision of this Agreement.

12. No Assignment. No party may assign any of its rights or obligations under this Agreement without the express written consent of the other party. Any attempted assignment in violation of this provision shall be null and void and of no force and effect.

13. Paragraph Captions. The captions of the paragraphs are set forth only for the convenience and reference of the parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

14. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

15. Governing Law. This Agreement and the provisions hereof shall be governed by and construed in accordance with the laws of the State of Colorado. Venue is proper in Weld County.

16. No Presumption. The parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the party causing the Agreement to be drafted.

17. Notices. Any notice required by this Agreement shall be in writing. If such notice is hand delivered or personally served, it shall be effective immediately upon such delivery or service. If given by mail, it shall be certified with return receipt requested and addressed to the following addresses:

Fort Lupton Urban Renewal Authority
Attn.: Executive Director
130 S. McKinley Avenue
Fort Lupton, CO 80621

City of Fort Lupton
Attn.: City Administrator
130 S. McKinley Avenue
Fort Lupton, CO 80621

Notice given by mail shall be effective upon mailing.

18. Days. If the day for any performance or event provided for herein is a Saturday, a Sunday, a day on which national banks are not open for the regular transactions of business, or a legal holiday pursuant to Section 24-11-101(1), C.R.S., such day shall be extended until the next day on which such banks and state offices are open for the transaction of business.

19. Parties Not Partners. Notwithstanding any language in this Agreement or any other agreement, representation, or warranty to the contrary, the parties shall not be deemed to be partners or joint venturers, and no party shall be responsible for any debt or liability of any other party.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officials to execute this Agreement effective as of the day and year first above written.

ATTEST:

CITY OF FORT LUPTON

By: _____
Secretary

By: _____
Mayor

ATTEST:

FORT LUPTON URBAN RENEWAL
AUTHORITY

By: _____
Clerk

By: _____
Chairperson