

# *Town of Mead Urban Renewal Authority*

## BOARD OF COMMISSIONERS

### SPECIAL MEETING

#### AGENDA

441 3<sup>rd</sup> Street, Mead

Monday, October 29, 2018

**5:30 p.m. – 6:00 p.m.**

#### **SPECIAL MEETING**

#### ***Call to Order – Roll Call***

Chair Pro Tem Joyce Palaszewski  
Commissioner David Adams  
Commissioner Brooke Babcock  
Commissioner Debra Brodhead  
Commissioner Trisha Harris  
Commissioner Terri Hatch  
Commissioner Joyce Palaszewski  
Representative Commissioner Julie Cozad  
Representative Commissioner Paula Peairs  
Representative Commissioner Laura McConnell  
Chair (VACANT)

#### ***Pledge of Allegiance to the Flag***

#### **1. Consent Agenda**

- a. Approval of Minutes – Special Meeting October 1, 2018
- b. Financial Statement –September 30, 2018

#### **2. Bills List**

#### **3. Audience Participation**

*This is the portion of the meeting where the public may comment upon or ask questions about topics NOT on the agenda. The public will be recognized and allowed to speak about issues listed on the agenda during the time that they are discussed by the Board, subject, however, to reasonable time limitations and decorum. Please come to the podium and state your name and address for the benefit of the audience and the public record when you begin to speak.*

#### **4. Review and Approve Agenda**

#### **5. Public Hearing – 2019 Budget**

- a. **Resolution No. 3-URA-2018** – A Resolution of the Town of Mead Urban Renewal Authority Summarizing Expenditures and Revenues and Adopting a Budget for the Town of Mead Urban Renewal Authority for the Fiscal Year Commencing on the First Day of January 2019 and Ending on the Last Day of December 2019

#### **6. New Business**

- a. Request for Proposal: Community Branding and Signage Campaign
- b. Public / Private Partnership Agreement Regarding Anytime Fitness in Mead

#### **7. Adjournment**

**Town of Mead Urban Renewal Authority  
Board of Commissioners  
Special Meeting  
October 1, 2018  
5:00 PM**

Chair Pro Tem Joyce Palaszewski called the Special Meeting of the Board of Commissioners of the Town of Mead Urban Renewal Authority to order at 5:04 p.m.

**Roll call:**

**Present**

Chair Pro Tem Joyce Palaszewski  
Commissioner David Adams  
Commissioner Brooke Babcock  
Commissioner Debra Brodhead (arrived at 5:20 p.m.)  
Commissioner Trisha Harris (arrived at 5:08 p.m.)  
Commissioner Terri Hatch  
Representative Commissioner Julie Cozad  
Representative Commissioner Paula Peairs

**Absent**

Chair (Vacant)  
Representative Commissioner Laura McConnell

**Also present:** Executive Director Helen Migchelbrink, Treasurer Denise Rademacher, Clerk Mary Strutt, and URA General Counsel Robert Rogers.

**Pledge of Allegiance to the Flag**

The assembly pledged allegiance to the flag.

**1. Consent Agenda**

- a. Approval of Minutes - Special Meeting August 27, 2018
- b. Financial Statement August, 2018

*Motion was made by Commissioner Cozad, seconded by Commissioner Adams, to approve the Consent Agenda. Motion carried 6-0.*

**2. Bills List**

*Motion was made by Commissioner Babcock, seconded by Commissioner Hatch, to approve the Bills List of September 26, 2018. Motion carried 6-0, on a roll call vote.*

**3. Audience Participation**

There were no comments at this time.

**4. Review and Approve Agenda**

There were no changes to the Agenda.

Commissioner Harris arrived at 5:08 p.m.

**5. Informational Items**

- a. 2019 Proposed Budget

Treasurer Denise Rademacher presented the proposed budget for 2019.

**6. New Business**

- a. Request from Anytime Fitness

Nicole Grine, Anytime Fitness, 301 Main Street, presented her plans and vision for a fitness business on Main Street. The building is being gutted and brought up to code.

Commissioner Brodhead arrived at 5:20 p.m.

The Commissioners discussed the building improvements.

**7. Executive Session**

*Motion was made by Commissioner Hatch, seconded by Commissioner Harris, for an Executive Session for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R. S. Section 24-6-402(4)(e)(I): Potential tax increment incentives. Motion carried 8-0.*

Chair Pro Tem Palaszewski opened the Executive Session at 5:31 p.m.

The Board of Commissioners returned to the Special Meeting from Executive Session at 5:59 p.m. Those present for the Executive Session were Chair Pro Tem Palaszewski and Commissioners Adams, Babcock, Brodhead, Harris, Hatch, Cozad, and Peairs. Also present were Executive Director Helen Migchelbrink, General Counsel Robert Rogers, Town of Mead Planning staff Chris Kennedy and Jeremiah Fettig, Treasurer Denise Rademacher and Clerk Mary Strutt.

**8. Any Action as a Result of the Executive Session**

No action was taken.

**9. Adjournment**

*Motion was made by Commissioner Brodhead, seconded by Commissioner Adams, to adjourn the meeting. Motion carried 8-0.*

The Special Meeting of the Mead Urban Renewal Authority adjourned at approximately 6:01 p.m. on Monday, October 1, 2018.

\_\_\_\_\_  
Joyce E. Palaszewski, Chair Pro Tem

ATTEST:

\_\_\_\_\_  
Mary E. Strutt, Clerk

TOWN OF MEAD  
COMBINED CASH INVESTMENT  
SEPTEMBER 30, 2018

COMBINED CASH ACCOUNTS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CASH ALLOCATION RECONCILIATION

20 ALLOCATION TO MEAD URBAN RENEWAL AUTHORITY	966,524.46
TOTAL ALLOCATIONS TO OTHER FUNDS	966,524.46
ZERO PROOF IF ALLOCATIONS BALANCE	966,524.46

TOWN OF MEAD  
BALANCE SHEET  
SEPTEMBER 30, 2018

MEAD URBAN RENEWAL AUTHORITY

ASSETS

20-01-0100	CASH IN COMMON -MURA	966,524.46	
20-01-1250	PROPERTY TAX RECEIVABLE	1,465,491.00	
	TOTAL ASSETS		2,432,015.46

LIABILITIES AND EQUITY

LIABILITIES

20-02-2000	A/P - MISCELLANEOUS	100.00	
20-02-2410	MISC PAYROLL PAYABLE	608.35	
20-02-2700	DEFERRED INFLOWS- PROPERTY TAX	1,465,491.00	
	TOTAL LIABILITIES		1,466,199.35

FUND EQUITY

20-02-3001	FUND BALANCE	451,030.86	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	514,785.25	
	BALANCE - CURRENT DATE	514,785.25	
	TOTAL FUND EQUITY		965,816.11
	TOTAL LIABILITIES AND EQUITY		2,432,015.46

TOWN OF MEAD  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2018

MEAD URBAN RENEWAL AUTHORITY

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
20-10-4050	PROPERTY TAX (TIF REVENUE)	.00	1,692,475.47	1,465,491.00	( 226,984.47) 115.5
	TOTAL TAXES	.00	1,692,475.47	1,465,491.00	( 226,984.47) 115.5
<u>FEES AND PERMITS</u>					
20-11-4110	ADMINISTRATIVE FEE	.00	7,652.77	7,640.00	( 12.77) 100.2
	TOTAL FEES AND PERMITS	.00	7,652.77	7,640.00	( 12.77) 100.2
<u>CHARGES FOR SERVICES</u>					
20-13-4300	ATTORNEY BILLBACKS	.00	1,721.25	.00	( 1,721.25) .0
	TOTAL CHARGES FOR SERVICES	.00	1,721.25	.00	( 1,721.25) .0
<u>MISCELLANEOUS</u>					
20-18-4617	UNREALIZED GAIN/LOSS ON INVEST	( 73.95)	( 201.24)	.00	201.24 .0
20-18-4619	INTEREST INCOME	1,353.55	7,998.94	3,538.00	( 4,460.94) 226.1
	TOTAL MISCELLANEOUS	1,279.60	7,797.70	3,538.00	( 4,259.70) 220.4
	TOTAL FUND REVENUE	1,279.60	1,709,647.19	1,476,669.00	( 232,978.19) 115.8

TOWN OF MEAD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2018

MEAD URBAN RENEWAL AUTHORITY

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
20-40-5000 TOWN MANAGER	2,180.80	21,906.24	28,080.00	6,173.76	78.0
20-40-5005 TOWN CLERK	260.00	2,415.27	3,380.00	964.73	71.5
20-40-5007 TREASURER	1,178.79	10,710.51	14,459.00	3,748.49	74.1
20-40-5011 PLANNING	1,838.46	14,949.99	23,520.00	8,570.01	63.6
20-40-5055 OVERTIME	.00	.00	150.00	150.00	.0
20-40-5060 PAYROLL TAXES	411.35	3,777.18	5,520.00	1,742.82	68.4
20-40-5065 WORKERS COMP	14.23	113.83	128.00	14.17	88.9
20-40-5066 HEALTH INSURANCE	776.45	6,365.59	8,989.00	2,623.41	70.8
20-40-5067 PENSION EXPENSE	338.31	3,146.54	4,314.00	1,167.46	72.9
20-40-5068 MEDICAL SAVINGS	26.94	230.99	350.00	119.01	66.0
20-40-5100 TIF REVENUE SHARING	.00	1,088,925.40	850,027.00	( 238,898.40)	128.1
20-40-5330 SCHOOLS/CONFERENCES	.00	65.00	2,500.00	2,435.00	2.6
20-40-5331 DUES AND MEMBERSHIP - GF	.00	.00	6,000.00	6,000.00	.0
20-40-5400 LEGAL FEES	.00	13,830.10	30,000.00	16,169.90	46.1
20-40-5410 PLANNING/CONSULTANT	.00	.00	20,000.00	20,000.00	.0
20-40-5415 AUDIT FEES	200.00	1,200.00	1,500.00	300.00	80.0
20-40-5425 COUNTY TREASURER'S FEE	.00	25,387.05	21,982.00	( 3,405.05)	115.5
20-40-5435 DEVELOPER BB - ATTORNEY	.00	1,721.25	.00	( 1,721.25)	.0
20-40-5465 PR & ECONOMIC DEVELOPMENT	.00	.00	5,000.00	5,000.00	.0
20-40-5700 MISC. EXPENSE	.00	117.00	500.00	383.00	23.4
20-40-5720 CONTINGENCIES	.00	.00	887,040.00	887,040.00	.0
TOTAL ADMINISTRATION	7,225.33	1,194,861.94	1,913,439.00	718,577.06	62.5
TOTAL FUND EXPENDITURES	7,225.33	1,194,861.94	1,913,439.00	718,577.06	62.5
NET REVENUE OVER EXPENDITURES	( 5,945.73)	514,785.25	( 436,770.00)	( 951,555.25)	117.9

Report Criteria:

Report type: Invoice detail  
 Check.Type = {<>} "Adjustment"  
 [Report].Invoice GL Account = "20010100"."20415700"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Description	Check Amount
10/18	10/02/2018	29360	5135	COLORADO EMPLOYER BENEFIT TR	INV0025557	20-40-5066	863.02	Health Insurance	863.02
10/18	10/02/2018	29372	2370	HOLSCHER, MAYBERRY & CO. LLC	388A	20-40-5415	100.00	2017 Audit	100.00
10/18	10/02/2018	29398	5736	THE HARTFORD-GROUP BENEFITS	929654394686	20-40-5066	40.92	10/18-STD / LTD Insurance	40.92
10/18	10/17/2018	29468	5135	COLORADO EMPLOYER BENEFIT TR	INV 0025933	20-40-5066	863.02	Health Insurance	863.02
Grand Totals:									<u>1,866.96</u>

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
20-02-2000	.00	1,866.96-	1,866.96-
20-40-5066	1,766.96	.00	1,766.96
20-40-5415	100.00	.00	100.00
Grand Totals:	<u>1,866.96</u>	<u>1,866.96-</u>	<u>.00</u>



# *Town of Mead Urban Renewal Authority*

## *Memorandum*

October 29, 2018

### *2019 BUDGET MESSAGE*

Dear Commissioners:

Pursuant to Section 29-1-103(e) of the Colorado Revised Statutes, the following budget message has been prepared and included as part of the adopted 2019 budget for the Town of Mead Urban Renewal Authority (“MURA”).

I am pleased to present herewith the annual budget of the MURA for the fiscal year beginning January 1, 2019 and ending December 31, 2019. The MURA was established in 2016 and the cost of establishing and managing the MURA for 2016 was covered by a “loan” from the Town of Mead. This loan was repaid during fiscal year 2017. In 2018, the Town of Mead will no longer fund the costs of the MURA. The MURA is now funded entirely on its own stead.

The 2019 budget has been prepared by the MURA Treasurer Denise Rademacher, with the input of the Executive Director and staff. The budget was reviewed by the Commission and was presented for public hearing on October 29, 2018, and then adopted in its final form on that date.

The budget was prepared on a “cash basis” method of measurement of timing when revenue and other financing sources and expenditures and other financing uses are recognized for budget purposes. The budget also complies with Local Government Budget Law.

### *Overview*

The MURA uses a budget format that contains both operating and capital expenditures in the same document rather than having a separate capital improvements budget. The 2019 budget does not anticipate any capital improvement funding. The budget includes a Tax Incremental Financing agreement with Anytime Fitness that will include an up-front payment as well as yearly reimbursements of the TIF. It also includes funding for a branding and marketing study to be undertaken in 2019.

The Authority does not have any outstanding debt obligations.

### *Summary*

In conclusion, the annual budget presented herein addresses as best as possible the majority of the needs anticipated to support the MURA activities for fiscal year 2019. Given the nature of development projects, it is possible that opportunities may be presented during 2019 that will require the Commission to consider amending the budget, but that would be on a case by case basis.

I would like to extend my thanks to everyone whose participation in the budget process has made this document possible, and especially to the Commission for their careful deliberations in review of the budget.

Respectfully submitted,

Helen Migchelbrink  
Executive Director

**TOWN OF MEAD URBAN RENEWAL AUTHORITY**

**RESOLUTION NO. 3-URA-2018**

**A RESOLUTION OF THE TOWN OF MEAD URBAN RENEWAL AUTHORITY, SUMMARIZING EXPENDITURES AND REVENUES AND ADOPTING A BUDGET FOR THE TOWN OF MEAD URBAN RENEWAL AUTHORITY FOR THE FISCAL YEAR COMMENCING ON THE FIRST DAY OF JANUARY 2019 AND ENDING ON THE LAST DAY OF DECEMBER 2019.**

**WHEREAS**, the Town of Mead Urban Renewal Authority's accountant has been designated to prepare the annual budget for the Town of Mead Urban Renewal Authority, and has prepared said budget and submitted it to the Board of Commissioners; and

**WHEREAS**, the Board of Commissioners has considered all relevant factors concerning the budget and made all adjustments to the budget deemed appropriate and proper; and

**WHEREAS**, the budget serves a valid public purpose in that it establishes a financial plan for the 2019 fiscal year.

**NOW THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Town of Mead Urban Renewal Authority, Weld County, Colorado, that:

**Section 1. Budget Attachment.** The budget for the Town of Mead Urban Renewal Authority, Weld County, Colorado for the fiscal year ending December 31, 2019, attached hereto as **Exhibit A**, is hereby adopted and approved as the budget for the Town of Mead Urban Renewal Authority for said fiscal year.

**Section 2. Public Record.** The budget herein approved shall be signed by the Chairperson and Secretary and made a part of the public records of the Town of Mead Urban Renewal Authority.

**Section 3. Appropriation.** \$3,820,492 is hereby appropriated from the revenues and beginning fund balance of the Town of Mead Urban Renewal Authority General Fund.

**Section 4. Reserves.** All unexpended fund balances remaining on December 31, 2019, are hereby designated as reserve increases to be expended in future years and counted as 2019 fiscal year spending.

**Section 5. Effective Date.** This resolution shall become effective immediately upon adoption.

**Section 6. Repealer.** All resolutions, or parts thereof, in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution nor revive any resolution thereby.

**Section 7. Certification.** The Secretary shall certify to the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

**INTRODUCED, READ, PASSED, AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF MEAD URBAN RENEWAL AUTHORITY, THIS 29<sup>TH</sup> DAY OF OCTOBER, 2018.**

**ATTEST:**

**TOWN OF MEAD URBAN RENEWAL  
AUTHORITY**

---

Mary E. Strutt, Secretary

---

Joyce E. Palaszewski, Chair Pro Tem

**EXHIBIT A**

**TOWN OF MEAD URBAN RENEWAL AUTHORITY 2019 BUDGET**

Town Of Mead  
Mead Urban Renewal Authority

Description	Actual 2017	Budget 2018	YTD 9/30 2018	Forecast 2018	Proposed 2019
Beginning Fund Balance	\$ 16	\$ 436,770	\$ 451,031	\$ 451,031	\$ 961,108
Revenues					
<u>Taxes</u>					
20-10-4050 Property Tax (TIF Revenue)	\$ 1,462,870	\$ 1,465,491	\$ 1,692,475	\$ 1,714,946	\$ 2,831,141
Total Taxes	\$ 1,462,870	\$ 1,465,491	\$ 1,692,475	\$ 1,714,946	\$ 2,831,141
<u>Fees and Permits</u>					
20-11-4110 Administrative Fee	\$ 7,630	\$ 7,640	\$ 7,653	\$ 7,653	\$ 13,170
Total Fees	\$ 7,630	\$ 7,640	\$ 7,653	\$ 7,653	\$ 13,170
<u>Charges For Services</u>					
20-13-4300 Developer BB - Attorney	\$ -	\$ -	\$ 1,721	\$ 5,500	\$ -
Total Charges For Services	\$ -	\$ -	\$ 1,721	\$ 5,500	\$ -
<u>Transfers In</u>					
20-16-4615 Transfer From General - Loan	\$ 142,000	\$ -	\$ -	\$ -	\$ -
Total Transfer In	\$ 142,000	\$ -	\$ -	\$ -	\$ -
<u>Miscellaneous</u>					
20-18-4617 Unrealized Gain/(Loss) on Invest.	\$ (408)	\$ -	\$ (201)	\$ (201)	\$ -
20-18-4618 Gain/(Loss) on Investments	\$ -	\$ -	\$ -	\$ -	\$ -
20-18-4619 Interest	\$ 3,296	\$ 3,538	\$ 7,999	\$ 11,689	\$ 15,073
Total Miscellaneous	\$ 2,888	\$ 3,538	\$ 7,798	\$ 11,487	\$ 15,073
Total Current Revenue	\$ 1,615,388	\$ 1,476,669	\$ 1,709,647	\$ 1,739,586	\$ 2,859,384
Total Available Funds	\$ 1,615,404	\$ 1,913,439	\$ 2,160,678	\$ 2,190,616.87	\$ 3,820,492

Town Of Mead  
Mead Urban Renewal Authority

Description	Actual 2017	Budget 2018	YTD 9/30 2018	Forecast 2018	Proposed 2019
Expenditures					
Administration					
20-40-5000 Town Manager	\$ 17,179	\$ 28,080	\$ 21,906	\$ 29,539	\$ 28,920
20-10-5005 Town Clerk	\$ -	\$ 3,380	\$ 2,415	\$ 3,325	\$ 3,380
20-10-5006 HR/Accting Clerk	\$ -	\$ -	\$ -	\$ -	\$ 2,080
20-40-5007 Treasurer	\$ 4,689	\$ 14,459	\$ 10,711	\$ 15,032	\$ 16,050
20-40-5011 Planning	\$ -	\$ 23,520	\$ 14,950	\$ 21,385	\$ 23,900
20-40-5016 Merit	\$ -	\$ -	\$ -	\$ -	\$ 3,000
20-40-5021 Econ Developer	\$ 15,581	\$ -	\$ -	\$ -	\$ -
20-40-5055 Overtime	\$ -	\$ 150	\$ -	\$ -	\$ 25
20-40-5060 Payroll Taxes	\$ 4,155	\$ 5,520	\$ 3,777	\$ 5,233	\$ 5,909
20-40-5065 Workers Comp	\$ 100	\$ 128	\$ 114	\$ 114	\$ 86
20-40-5066 Health Insurance	\$ 4,126	\$ 8,989	\$ 6,366	\$ 8,602	\$ 10,331
20-40-5067 Deferred Comp	\$ 2,340	\$ 4,314	\$ 3,147	\$ 4,340	\$ 4,584
20-40-5068 Medical Savings	\$ 183	\$ 350	\$ 231	\$ 325	\$ 375
20-40-5070 PDO Change	\$ -	\$ -	\$ -	\$ -	\$ -
20-40-5100 TIF Revenue Sharing	\$ 849,037	\$ 850,027	\$ 1,088,925	\$ 1,088,925	\$ 1,742,386
20-40-5330 Schools/Conferences	\$ 1,622	\$ 2,500	\$ 65	\$ 65	\$ -
20-40-5331 Dues/Memberships	\$ 5,610	\$ 6,000	\$ -	\$ -	\$ -
20-40-5400 Legal Fees	\$ 23,202	\$ 30,000	\$ 13,830	\$ 20,000	\$ 60,000
20-40-5405 Engineering Fees	\$ 1,013	\$ -	\$ -	\$ -	\$ -
20-40-5410 Consultants	\$ 10,000	\$ 20,000	\$ -	\$ -	\$ 70,000
20-40-5415 Audit Fees	\$ -	\$ 1,500	\$ 1,200	\$ 1,200	\$ 2,000
20-40-5425 County Treasurer Fees	\$ 21,943	\$ 21,982	\$ 25,387	\$ 25,724	\$ 42,467
20-40-5426 TIF Rebates	\$ -	\$ -	\$ -	\$ -	\$ -
20-40-5427 TIF Advance	\$ -	\$ -	\$ -	\$ -	\$ 100,000
20-40-5435 Developer Bill Back - Attorney	\$ -	\$ -	\$ 1,721	\$ 5,500	\$ -
20-40-5465 P.R. & Econ. Dev	\$ -	\$ 5,000	\$ -	\$ -	\$ -
20-40-5500 Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ 100,000
20-40-5602 General Fund Loan Repayment	\$ 203,500	\$ -	\$ -	\$ -	\$ -
20-40-5700 Misc. Expense	\$ 94	\$ 500	\$ 117	\$ 200	\$ 500
20-40-5720 Contingencies	\$ -	\$ 887,040	\$ -	\$ -	\$ 1,604,498
Total Administration	\$ 1,164,373	\$ 1,913,439	\$ 1,194,862	\$ 1,229,509	\$ 3,820,492
Total Expenditures	\$ 1,164,373	\$ 1,913,439	\$ 1,194,862	\$ 1,229,509	\$ 3,820,492
Ending Fund Balance	\$ 451,031	\$ -	\$ 965,816	\$ 961,108	\$ 0

**MEAD URBAN RENEWAL AUTHORITY**

**Request for Proposal**

**COMMUNITY BRANDING & SIGNAGE CAMPAIGN**  
**October, 2018**



# **Mead Urban Renewal Authority Community Branding Campaign Request for Proposal Invitation**

## **To all prospective Bidders:**

The Town of Mead Urban Renewal Authority (MURA) is soliciting consultants to assist in preparing a comprehensive logo and branding initiative with a complementing marketing plan. Qualified consulting firms who have successful experience in the following should apply: market research (both qualitative and quantitative), strategic planning, corporate identity/branding-including logo development and graphic standards, collateral design, interactive marketing, and promotions development. Firms must also possess the ability to create tools for tracking results and recommendations for implementation of all aspects of the plan.

Noting the above basic requirements, you are invited to review the attached Request for Proposal document and sample Professional Services Agreement and submit the requested information and materials by the deadline.

Contacts for this project are:

Mary Strutt, Clerk  
Mead Urban Renewal Authority  
970-805-4195  
mstrutt@townofmead.org

Helen Migchelbrink, Executive Director  
Mead Urban Renewal Authority  
970-535-4477  
hmigchelbrink@townofmead.org

**PROPOSALS MUST BE RECEIVED NO LATER THAN December 3, 2018 at 4 PM MT.**

*Proposals received after this date and time will not be considered for reward.*

**Only proposals in hardcopy format will be accepted. Proposals submitted via fax, email, or other electronic means will not be considered. Proposals are to be submitted in a sealed package and must include the following:**

- One original proposal identified as “original”
- Three (3) copies of proposal
- One copy of proposal on USB (*include both original and public viewing versions if applicable*)
- One public proposal, if desired, identified as “public viewing”
- Submittal of the proposed budget in a separate sealed envelope labeled “Proposed Budget”

Proposals must be submitted with the following on the outside of the envelope:

MURA  
RFP for Community Branding & Signage  
Attn: Mary Strutt  
441 Third St.  
PO Box 626  
Mead, CO 80542

UPDATE SCHEDULE

<b>Schedule of Events (Subject to Change)</b>	<b>All times are given in Mountain time</b>
RFP Issued	October 22, 2018
Pre-Proposal Meeting	November 12, 2018 @ 1 pm
Last Day for Questions w/ Guaranteed Response	November 26, 2018
Proposal Due Date and Time	December 3, 2018 @ 4 pm
Interviews (tentative) and if Necessary	Week of December 17, 2018
Notice of Award (tentative)	Week of December 17, 2018

# Request for Proposal Mead Urban Renewal Authority Branding Campaign

## I. Notice to Bidders:

The Mead Urban Renewal Authority (MURA) is soliciting consultants to assist the MURA in initiating a comprehensive logo and branding campaign with a complementary marketing plan. Qualified consulting firms who have successful experience in the following should apply: market research (both qualitative and quantitative), strategic planning, corporate identity/branding (including logo development and graphic standards), collateral design, interactive marketing, and promotions development. Firms must also possess the ability to create tools for tracking results and recommendations for implementation of all aspects of the plan.

## II. Background:

The Mead Urban Renewal Authority (MURA) was created in 2016 to address a number of blight conditions which have impeded economic development in the Town of Mead. MURA is a cooperative agreement between the Town of Mead, Mountain View Fire Rescue, the St Vrain Valley School District and Weld County.

In 1906, the Town of Mead was founded and established as an agrarian community. As a result, the current Town logo includes a grain silo, while the overall brand attempts to embody values that have historically been associated with an agricultural way of life, such as hard work, integrity and dedication. However, while bucolic agricultural lands still encircle Mead, and those historical community values remain intact, the town continues to grow and diversify. Mead still functions as a bedroom community for larger employment centers, but also boasts a growing light industrial employment base within its own boundaries, and sits poised for unprecedented residential and commercial growth in the near future.

As a result, MURA hopes to transform the Town's logo and brand to reflect its evolving identity, while creating association and recognition throughout the community and the region, uniting the far-reaching corners of Mead.

The goal is to brand Mead as a vibrant and "up-and-coming" community which is striving to preserve a small town feel, while unifying residents as it grows.

More information can be found on the following:

- Town of Mead website: [www.townofmead.org](http://www.townofmead.org)
- Facebook: [www.facebook.com/townofmead](https://www.facebook.com/townofmead)
- 2018 Comprehensive Plan: [www.townofmead.org/planning/page/planning-zoning-forms-documents](http://www.townofmead.org/planning/page/planning-zoning-forms-documents)

### III. Specifications/Statement of Work:

The goals/objectives to be achieved by the Mead Community Branding Campaign include, but are not limited to:

1. Logo – Develop a new logo that will be delivered in EPS, JPG and Adobe Illustrator formats in both full color and black & white.
  - a. During the initial development phase, provide 3-6 options/concepts.
  - b. Show logo on a variety of collateral materials to indicate what it will look like on numerous pieces, such as clothing, vehicle magnets, pens, etc.
2. Slogan – Develop three to six (3-6) options for a slogan and branding concept/options.
3. Marketing Plan – Provide a plan to implement branding and logo throughout the community that promotes community pride and economic development.
4. Signage – Develop a selection of sign designs that would conform to an updated Town Sign Code and help to promote business development in Mead. The sign design will include material specifications, dimensions, and physical characteristics to be placed at strategic locations within the Town of Mead.
5. Design Process – Utilize an effective, interactive design process between the consultant team and representatives of the URA, Town of Mead, local businesses and community stakeholders to obtain input and consensus on the design options throughout the design process.

### IV. Proposal Submittal Requirements:

*\*NOTE: Proposals failing to meet all of the requirements below will not be considered.*

#### General Requirements

Bidders must submit three (3) hardcopies and the length of the proposal shall be no more than 15 pages. The following list displays how proposal content shall be arranged. Additional pages (cover page, table of contents, appendices) are not permitted.

- Introductory Letter - 1 page
- Project Team and Structure – 2-3 pages
- Relevant Project Experience – 3-5 pages
- Project Approach and Schedule - 3 to 5 pages
- Maximum Total - 15 pages
- Proposed Budget

### Introductory Letter

- Name of the individual or firm.
- Contact information for the person authorized to serve as point of contact during the RFP evaluation process and to negotiate on behalf of the firm or team if selected.
- General statement of interest and availability for the project described in this RFP.

### Project Team and Structure

- Identification, qualifications (including licensure/certifications), expertise, location and availability of project manager and key staff to be assigned to the project.
- Identification of proposed subconsultants for any tasks not to be completed by prime consultant and the type and percentage of work each subconsultant will complete.
- Relevant information regarding team organization or leadership in place to ensure efficiency and accountability, quality control and schedule control during the project.

### Relevant Project Experience

- Give at least one detailed example of a complete branding campaign the firm has executed including visual examples of logos, marketing plans, etc. and describe the results of the campaign.

### Project Approach, Schedule and Fee

- Identification of which key personnel are responsible for the relevant tasks.
- Proposed plan on how the organization will obtain on-going input from the Mead Urban Renewal Authority, the Town of Mead, local business and community stakeholders.
- Explain the intended approach, execution and deliverables for each stage of this project, including a timeline for each stage.
- Provide design input for an update to the Sign Code regulations that will be developed independently and concurrently with the branding effort.

### Proposed Budget

- The proposed budget should be submitted in separate sealed envelope.
- Total All-Inclusive Maximum Price. The sealed proposed budget should contain all pricing information relative to performing the duties as described in this request for proposal. The total all-inclusive maximum price shall include all direct and indirect costs including all out-of-pocket expenses.
- The following information shall be provided:
  - Name of Firm and address, phone number, contact person, federal employer identification number and type of firm (individual, corporation, etc.)
  - Certification that the person signing the proposal is entitled to represent the firm, empowered to submit the bid and authorized to sign a contract with the Mead Urban Renewal Authority.
  - All direct and indirect costs outlined. Including any out-of-pocket expenses.
  - The total all-inclusive maximum price for this 2018 project.
  - Schedule of professional fees and expenses by staff member.

## V. Selection Criteria & Evaluation

Consultant selection will be based on evaluation of written proposals against the following criteria. At the discretion of the Town, interviews of the top-rated firms may be conducted. The Town may request additional information or reject all proposals and not select a consultant. The rating scale is from 1 to 5, with 1 being poor, 3 being average, and 5 being outstanding.

WEIGHTING FACTOR	QUALIFICATION	STANDARD
2.0	Scope of Proposal	<ul style="list-style-type: none"> <li>• Does the proposal address all elements of the RFP?</li> <li>• Does the proposal show an understanding of the project objectives, methodology to be used and results/outcomes required by the project?</li> <li>• Are there any exceptions to the specifications, Scope of Work, or agreement?</li> <li>• Does the proposal provide examples of innovative engagement techniques?</li> </ul>
2.0	Assigned Personnel	<ul style="list-style-type: none"> <li>• Do the persons who will be working on the project have the necessary skills and qualifications?</li> <li>• Are sufficient people of the requisite skills and qualifications assigned to the project?</li> </ul>
1.0	Availability	<ul style="list-style-type: none"> <li>• Can the work be completed in the necessary time?</li> <li>• Can the target start and completion dates be met?</li> <li>• Are other qualified personnel available to assist in meeting the project schedule if required?</li> <li>• Is the project team available to attend meetings as necessary?</li> </ul>
3.0	Cost and Work Hours	<ul style="list-style-type: none"> <li>• Does the proposal include detailed cost break-down for each cost element as applicable and are the line-item costs competitive?</li> <li>• Do the proposed cost and work hours compare favorably with the Project Manager's estimate?</li> <li>• Are the work hours presented reasonable for the effort required by each project task or phase?</li> </ul>
2.0	Overall Team Capability	<ul style="list-style-type: none"> <li>• Does the team have the resources, financial strength, capacity and technical skills required to complete the project on-time and in-budget?</li> <li>• Has the team successfully completed previous projects of this type and scope?</li> </ul>

## VI. Reference Evaluation (Top Rated Firm)

The Project Manager will check references using the following criteria. The evaluation rankings will be labeled Satisfactory/Unsatisfactory.

QUALIFICATION	STANDARD
Overall Performance	<ul style="list-style-type: none"><li>• Would you hire this Professional again?</li><li>• Did they show the skills required by this project?</li></ul>
Timetable	<ul style="list-style-type: none"><li>• Was the original Scope of Work completed on-time?</li><li>• Were interim deadlines met in a timely manner?</li></ul>
Completeness	<ul style="list-style-type: none"><li>• Was the Professional responsive to client needs; did the Professional anticipate problems?</li><li>• Were problems solved quickly and effectively?</li></ul>
Budget	<ul style="list-style-type: none"><li>• Was the original Scope of Work completed within budget?</li></ul>
Job Knowledge	<ul style="list-style-type: none"><li>• If a study, did it meet the Scope of Work?</li><li>• If professional administered a construction contract, was the project functional upon completion and did it operate properly?</li><li>• Were problems corrected quickly and effectively?</li></ul>

Exhibit A  
Professional Services Agreement



**PUBLIC/PRIVATE PARTNERSHIP AGREEMENT  
REGARDING ANYTIME FITNESS IN MEAD**

By and Between

**TOWN OF MEAD URBAN RENEWAL AUTHORITY**

and

**NCO HOLDINGS MEAD, LLC**

and

**FIT FOR YOU MEAD, LLC**

**Dated as of October 29, 2018**

## **PUBLIC/PRIVATE PARTNERSHIP AGREEMENT REGARDING ANYTIME FITNESS IN MEAD**

THIS PUBLIC/PRIVATE PARTNERSHIP AGREEMENT REGARDING ANYTIME FITNESS IN MEAD (this “**Agreement**”), is made by and between the TOWN OF MEAD URBAN RENEWAL AUTHORITY, a body corporate duly organized and existing as an urban renewal authority under the laws of the State of Colorado (together with any successors thereto, the “**Authority**”), NCO HOLDINGS MEAD, LLC, a Colorado limited liability company (“**Owner**”); and FIT FOR YOU MEAD, LLC, a Colorado limited liability company (the “**Franchisee**”) (the Owner and Franchisee are collectively referred to herein as the “**Developer**”).

### **Recitals**

Capitalized terms used in these Recitals not otherwise defined herein have the meanings set forth in Section 1.2 of this Agreement. This Agreement is made with respect to the following facts:

A. The Authority is a body corporate and has been duly created, organized, established and authorized to transact business and exercise its powers as an urban renewal authority within the Town of Mead (the “**Town**”), all under and pursuant to the Act. On May 2, 2016, the Authority approved that certain Town of Mead Urban Renewal Plan, as may be subsequently amended from time to time, (the “**Plan**”). Among other things, the Plan authorizes the Authority to undertake necessary actions to facilitate redevelopment within the area included within the Plan (the “**Plan Area**”).

B. Franchisee has selected a site within the Plan Area as an ideal location to rehabilitate a badly blighted and environmentally unsound site, and to construct and operate a fitness facility in a building on the site containing approximately 5,454 square feet, including, without limitation, workout cardio and strength machines, group fitness class spaces, and parking and other improvements associated with all of the foregoing (collectively, the “**Anytime Fitness Project**”).

C. Developer desires to open and operate the Anytime Fitness on that certain real property more particularly described in **Exhibit A**, a copy of which is attached hereto and incorporated herein by reference (the “**Property**”). Developer owns the Property and desires to facilitate the development of the Anytime Fitness in accordance with the terms and conditions of this Agreement.

D. The Authority has determined the opportunity for the Anytime Fitness to operate within the Plan Area promotes the Authority’s economic policy goals and objectives.

E. The Developer will complete and initially fund, and the Authority will reimburse a portion of the On-Site Improvements (as such term is defined below) in accordance with the terms and conditions of this Agreement.

F. Redevelopment of the Property is necessary to implement specific objectives and goals of the Plan, including, without limitation, (i) enhancing the aesthetic appearance of the area to make it more appealing by restoring a blighted historic building in the Town and offering

fitness facilities to surrounding residents, (ii) upgrading public infrastructure and commercial uses that provide jobs and services to the both the local and regional population through the creation of quality jobs, with employee benefits and internal advancement opportunities; and (iii) increased revenue to the overlapping taxing jurisdictions in the Plan Area from property tax sales tax revenues anticipated from the Anytime Fitness. Pursuant to the Act and the Plan, the Authority has the power to utilize tax increment financing (“TIF”) revenues to implement Plan objectives and goals.

## **Agreement**

NOW, THEREFORE, in consideration of the terms conditions and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### **SECTION 1      DEFINITIONS AND GENERAL PROVISIONS.**

**Section 1.1**    Internal References.    Unless otherwise stated, references in this Agreement to sections, subsections, or exhibits are internal to this Agreement.

**Section 1.2**    Definitions.    As used in this Agreement, the following terms will have the following meanings:

“**Act**” means the Colorado Urban Renewal Law, constituting sections 31-25-101, *et seq.*, C.R.S.

“**Affiliate**” means any entity of which Owner, Developer, or Franchisee is the managing member or managing partner.

“**Agreement**” has the meaning set forth in the first paragraph of this Agreement.

“**Anytime Fitness Project**” means the redevelopment of the Property and construction of a fitness facility to be leased to the Franchisee for use as an Anytime Fitness location.

“**Authority**” has the meaning set forth in the first paragraph of this Agreement.

“**Board**” means the Board of Commissioners for the Authority.

“**Concept Plan**” means the concept plan for the Anytime Fitness Project set forth on **Exhibit B.**

“**County**” means the County of Weld, State of Colorado.

“**Developer**” has the meaning set forth in the first paragraph of this Agreement.

“**Developer’s Business Incentive**” has the meaning set forth in Section 2.2.

“**District Court**” means the District Court in and for the County.

“**Effective Date**” means October 29<sup>th</sup>, 2018.

“**Fiscal Year**” means the Authority’s fiscal year, which currently begins on January 1 of each year and ends on December 31 of the same year.

“**Incremental Property Taxes**” means the portion of the Property Taxes that is in excess of the Property Tax Base Amount.

“**Municipal Code**” means, collectively, the Mead Municipal Code, as may be amended from time to time.

“**Notice Address**” means the address for notice set forth below, as amended from time to time:

Authority: Town of Mead Urban Renewal Authority  
Attention: Helen Migchelbrink, Executive Director  
P.O. Box 626  
Mead, Colorado 80542  
Telephone: (970) 535-4477  
Facsimile: (970) 535-0831  
Email: hmigchelbrink@townofmead.org

With a copy to: White, Bear, Ankele, Tanaka, & Waldron, PC  
Attention: Robert G. Rogers, Esq.  
2154 E. Commons Avenue, Suite 2000  
Centennial, Colorado 80122  
Telephone: (303) 858-1800  
Facsimile: (303) 858-1801  
Email: rrogers@wbapc.com

Owner/Franchisee: NCO Holdings Mead, LLC/ Fit for You Mead, LLC  
Attention: Nicole Grine  
P.O. Box 104  
Mead, Colorado 80542

“**On-Site Improvements**” means all of the public improvements that Developer will cause to be constructed and under this Agreement on the parcels of real estate comprising the Property, as set forth on **Exhibit C**.

“**Owner**” means NCO Holdings Mead, LLC.

“**Plan**” has the meaning set forth in the Recitals to this Agreement.

“**Plan Area**” means the boundaries of the Authority’s Plan Area.

“**Property**” means that certain real property more particularly described on **Exhibit A**, more commonly known as 301 Main Street, Mead, Colorado.

“**Property Tax Base Amount**” means amount of property taxes assessed to the Property based on the assessed value of the Property, as last certified by the county Assessor prior to the Plan’s effective date.

“**Property Taxes**” means the tax assessed on the Property as determined by the county Assessor.

“**Reimbursement Amount**” means the amount of \$100,000.00 to be paid by the Authority to the Developer as a lump sum for the reimbursement of costs incurred by the Developer in the construction of the On-Site Improvements under the terms provided for herein.

**Section 1.3**     Exhibits.

<u>Exhibit A</u>	Legal Description of the Property
<u>Exhibit B</u>	Concept Plan
<u>Exhibit C</u>	Anytime Fitness On-Site Improvements
<u>Exhibit D</u>	Form of Business Incentive Report

**SECTION 2**     **PUBLIC/PRIVATE PARTNERSHIP.**

**Section 2.1**     Public/Private Partnership. Developer will proceed with the Anytime Fitness Project in consideration for the Authority’s commitment to remit to Developer the Developer’s Business Incentive, as provided for in Section 2.2 below, and the Authority’s commitment to pay the Reimbursement Amount, as provided for in Section 3.2 below.

**Section 2.2**     Developer’s Business Incentive. Pursuant to the Plan, the Authority will receive the Incremental Property Taxes. Commencing on the first day the Anytime Fitness is open for business on the Property the Authority will remit to Developer an amount equal to fifty percent (50%) of the Incremental Property Taxes actually collected against the Property (“**Developer’s Business Incentive**”). The Authority shall continue to remit the Developer’s Business Incentive until the earlier of: (1) December 31, 2027; or (2) the date that the Authority total aggregate dollar amount remitted by the Authority (not inclusive of the Reimbursement Amount) reaches \$100,000 dollars.

(a)     Developer’s Business Incentive will be paid to Developer on a yearly basis. Concurrently with remittance of such annual payments, the Authority will provide Developer with a written accounting of all Incremental Property Taxes received and a calculation of Developer’s Business Incentive during the corresponding payment year (each a “**Business Incentive Report**”). The form of the Business Incentive Report is attached hereto as **Exhibit D.**

**SECTION 3**     **COMPLETION OF THE IMPROVEMENTS**

**Section 3.1**     Construction of On-Site Improvements. Subject to the terms and conditions of this Agreement, Developer will cause the design and construction of the On-Site Improvements and obtain all applicable lien waivers for completion of the same. Developer specifically agrees to complete the On-Site Improvements and to complete the Anytime Fitness Project generally in conformance with the Concept Plan included as **Exhibit B.**

**Section 3.2** Payment of Reimbursement Amount. Upon receipt of the Temporary Certificate of Occupancy, the Developer shall notify the Authority in writing and request issuance of the \$100,000.00 to be paid by the Authority to the Developer as a lump sum for the reimbursement of costs incurred by the Developer in the construction of the On-Site Improvements pursuant to the terms of this Agreement (the “**Reimbursement Amount**”). Such written request for issuance of the Reimbursement Amount must include (a) a copy of all contractor invoices associated with the request for the Reimbursement Amount; (b) a certification by Developer that all On-Site Improvements costs requested were actually incurred in the completion of the On-Site Improvements; (c) a certification by the engineer of the subject On-Site Improvements that the On-Site Improvements made therewith were constructed in compliance with applicable laws, ordinances and regulations; and (d) a certification that all contractor and materialman lien rights have been released. No later than thirty (30) days following receipt by the Authority of the complete request for the Reimbursement Amount, the Authority will remit to Developer the Reimbursement Amount.

#### **SECTION 4 EVENTS OF DEFAULT; REMEDIES.**

**Section 4.1** Expiration or Termination During Pendency of Legal Challenge. Notwithstanding any contrary provision of this Agreement, if a legal challenge or action is filed with respect to this Agreement, this Agreement shall not expire or terminate during the pendency of the same, unless earlier terminated or modified by a written amendment signed by all parties hereto. If any legal challenge successfully voids, enjoins, or otherwise invalidates, this Agreement or any portion thereof, the Authority and Developer shall cooperate in attempting to cure the legal defect in a manner that most fully implements the intent and purpose of this Agreement, if available.

**Section 4.2** Effect of Approval. As of the Effective Date, this Agreement is considered fully approved by the parties, effective under applicable law, and constitutes an enforceable contract between the parties. This Agreement will be considered unrepealable until the parties have fully satisfied their obligations set forth herein, unless otherwise agreed to by all parties.

**Section 4.3** Default by a Party. A “breach” or “default” by a party means a party's failure to fulfill or perform any material obligation of the applicable party contained in this Agreement.

#### **Section 4.4** Notices of Default.

(a) Non-Monetary. In the event of any non-monetary default by a party under this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of such default, at the Notice Address specified above, and the defaulting party shall have twenty (20) days from and after receipt of such notice to cure such default. If such default is not of a type which can be cured within such 20-day period and the defaulting party gives written notice to the non-defaulting party within such 20-day period that it is actively and diligently pursuing such cure, the defaulting party shall have a reasonable period of time given the nature of the default following the end of such 20-day period to cure such default, provided that such

defaulting party is at all times within such additional time period actively and diligently pursuing such cure.

(b) **Monetary.** In the event of a monetary default by a party under this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of such default, at the address specified above, and the defaulting party shall have five (5) days from and after receipt of such notice to cure such default.

**Section 4.5** Remedies for Default by the Authority. If Default by the Authority occurs and is continuing hereunder, Developer may (i) seek any available remedy at law for actual out-of-pocket expenses or (ii) seek enforcement of the Authority's obligations hereunder by any equitable remedies, such as specific performance or injunction, to the extent allowed by law.

**Section 4.6** Remedies for Default by Developer. If Default by Developer occurs and is continuing hereunder, the Authority may (i) seek any available remedy at law for actual out-of-pocket expenses or (ii) seek enforcement of Developer's obligations hereunder by any equitable remedies, such as specific performance or injunction.

## **SECTION 5 MISCELLANEOUS**

**Section 5.1** Venue. Venue for any action to enforce or interpret the terms of this Agreement shall be in District Court, Weld County, Colorado.

**Section 5.2** Expiration. This Agreement shall expire and the parties shall have no further contractual obligations to each other upon the earlier of the following: (1) December 31, 2027; or (2) the date that the Authority total aggregate dollar amount remitted by the Authority (not inclusive of the Reimbursement Amount) reaches \$100,000 dollars; or (3) December 31, 2020, if the Developer has not completed the On-Site Improvements and obtained a temporary certificate of occupancy for the Property by such date.

**Section 5.3** Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado.

**Section 5.4** Assignment. This Agreement is a valid, binding and legally enforceable obligation of the parties. This Agreement may not be assigned or delegated by a party without the prior written consent of the other party; provided, however, that Developer or Developer may assign or delegate its rights and obligations under this Agreement to an Affiliate of Developer, as applicable, that is under control or common control with Developer, upon providing written notice to the Authority. It is expressly understood that the right of Developer to receive the amounts set forth herein are considered personal to Developer and will not be considered to benefit any successors in interest to Developer unless Developer specifically provides for the same in writing to the Authority.

**Section 5.5** Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

**Section 5.6** No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the parties hereto, their successors and assigns, and nothing contained in this Agreement shall give or allow any claim or right of action by any other or third person under this Agreement. It is the express intention of the parties that any person other than the parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

**Section 5.7** Amendment of Agreement. This Agreement may only amended or terminated by mutual consent in writing of Developer and the Authority, following the any required public notice and public hearing procedures.

**Section 5.8** Notices. All notices, certificates or other communications hereunder will be sufficiently given and will be deemed given when given by hand delivery, Federal Express or similar overnight delivery, or mailed by certified or registered mail, postage prepaid. If given by certified or registered mail, the same will be deemed to have been given and received as of the first to occur: (i) actual receipt by the intended party; or (ii) five days after a certified or registered letter containing such notice is sent via US mail. Such Notice Addresses for the parties are set forth above. However, any party may designate, by written notice to the other party, an alternative address where notices may be sent.

**Section 5.9** Waiver. No failure by either party hereto to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement, or to exercise any right or remedy consequent upon a breach of this Agreement, will constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Either party by giving written notice to the other party may, but will not be required to, waive any of its rights or any conditions to any of its obligations hereunder. No waiver will affect or alter the remainder of this Agreement, and each and every covenant, agreement, term and condition of this Agreement not specifically referenced in a written waiver notice will continue in full force and effect with respect to any other then existing or subsequent breach.

**Section 5.10** Attorneys' Fees. In any proceeding brought to enforce the provisions of this Agreement, the court will award the prevailing party therein reasonable attorneys' fees, actual court costs and other expenses incurred.

**Section 5.11** Titles of Sections. Any titles of the several parts and Sections of this Agreement are inserted for convenience of reference only and will be disregarded in construing or interpreting any of its provisions.

**Section 5.12** Authority Not a Partner. Notwithstanding any language in this Agreement or any other agreement, representation or warranty to the contrary, the Authority will not be deemed or construed to be a partner or co-venturer of Developer.

**Section 5.13** Further Assurances. The parties hereto agree to execute such documents, and take such action, as will be reasonably requested by the other party hereto to confirm or clarify the intent of the provisions hereof and to effectuate the terms herein contained and the intent hereof.



**Section 5.14** Time of Essence. Time is of the essence of this Agreement. The parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

**Section 5.15** Severability. If any provision, covenant, or portion of this Agreement, or its application to any person, entity or property, is held invalid, such invalidity will not affect the application or validity of any other provisions, covenants or portions of this Agreement and, to that end, any provisions, covenants, or portions of this Agreement are declared to be severable.

**Section 5.16** Good Faith; Consent or Approval. In performance of this Agreement or in considering any requested extension of time, the parties agree that each will act in good faith and will not act unreasonably, arbitrarily, or capriciously. Except as otherwise provided in this Agreement, whenever consent or approval of either party is required, such consent or approval will not be unreasonably withheld, conditioned or delayed.

**Section 5.17** Jointly Drafted; Rules of Construction. The parties hereto agree that this Agreement was jointly drafted, and, therefore, waive the application of any law, regulation, holding, or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officials to place their hands and seals upon this Agreement as of the date first written above.

**TOWN OF MEAD URBAN RENEWAL AUTHORITY**, a body corporate duly organized and existing as an urban renewal authority under the laws of the State of Colorado

(SEAL)

Attest:

By: \_\_\_\_\_  
Mary Strutt, Clerk

By: \_\_\_\_\_  
Helen Migchelbrink, Executive Director

**NCO HOLDINGS MEAD, LLC**, a Colorado limited liability company

By: \_\_\_\_\_  
Nicole Grine, Owner

**FIT FOR YOU MEAD, LLC**, a Colorado limited liability company

By: \_\_\_\_\_  
Nicole Grine, Owner

STATE OF COLORADO )  
 ) ss.  
COUNTY OF WELD )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by Nicole Grine, as Owner of NCO Holdings Mead, LLC, a Colorado limited liability company.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public  
My commission expires:\_\_\_\_\_

STATE OF COLORADO )  
 ) ss.  
COUNTY OF WELD )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by Nicole Grine, as Owner of Fit For You Mead, LLC, a Colorado limited liability company.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public  
My commission expires:\_\_\_\_\_

**Exhibit A**

**LEGAL DESCRIPTION OF THE PROPERTY**

**Exhibit B**  
**CONCEPT PLAN**

## Exhibit C

### ON-SITE IMPROVEMENTS

Traffic Report	\$ 2,880
Paving, Grading, and Utility	\$ 5,000
Landscaping	\$ 2,850
DS Consulting - Phase I	\$ 2,000
DS Consulting - Asbestos Testing (Interior)	\$ 550
DS Consulting - Phase I (Soil Tests, pre-Phase II)	\$ 1,350
Quantum Water & Environment - Phase II	\$ 5,866
ACE - Asbestos Testing (Roof Core Samples)	\$ 600
General Requirements	\$ 10,000.40
Overhead	\$ 9,546.93
Demolition / Clean-up (exterior)	\$ 9,982
Asbestos removal from roof	\$ 25,000
Rework grade and parking lot	\$ 60,002
Retaining walls (North and West sides of building)	\$ 10,750
Parking lot improvements (lighting and landscaping)	\$ 34,000
Concrete (repair & replace walk)	\$ 10,764
Recondition exterior wall brick / masonry	\$17,739.60
TOTAL	\$ 208,881.73

**Exhibit D**

**FORM OF BUSINESS INCENTIVE REPORT**

**NCO HOLDINGS MEAD, LLC and FIT FOR YOU MEAD, LLC - DEVELOPER OF MEAD ANYTIME FITNESS**

GRAND OPENING DATE- \_\_\_\_\_, 2019

**BUSINESS INCENTIVE ANNUAL REPORT**

	2019	Total
<b>Incremental Property Taxes Collected</b>		
Payment to Developer <sup>1</sup>	\$ -	\$ -
Wire Date		
	2020	Total
<b>Incremental Property Taxes Collected</b>		\$ -
Payment to Developer	\$ -	\$ -
Wire Date		
	2021	Total
<b>Incremental Property Taxes Collected</b>		\$ -
Payment to Developer	\$ -	\$ -
Wire Date		
	2022	Total
<b>Incremental Property Taxes Collected</b>		\$ -
Payment to Developer	\$ -	\$ -
Wire Date		
	2023	Total
<b>Incremental Property Taxes Collected</b>		\$ -
Payment to Developer	\$ -	\$ -
Wire Date		
	2024	Total
<b>Incremental Property Taxes Collected</b>		\$ -
Payment to Developer	\$ -	\$ -
Wire Date		

1. Per Section 2.2 of the Public-Private Partnership Agreement Regarding the Anytime Fitness in Mead (the "PPPA") , the Town of Mead Urban Renewal Authority shall remit to the Developer fifty percent (50%) of the Incremental Property Taxes actually collected against the Property, as defined in the PPPA.



WILLIAM P. ANKELE, JR.  
JENNIFER GRUBER TANAKA  
CLINT C. WALDRON  
KRISTIN BOWERS TOMPKINS  
ROBERT G. ROGERS

OF COUNSEL:  
KRISTEN D. BEAR  
BLAIR M. DICKHONER



SEAN ALLEN  
ZACHARY P. WHITE  
CASEY K. LEKAHAL  
TRISHA K. HARRIS  
HEATHER L. HARTUNG  
MEGAN J. MURPHY  
EVE M. GRINA  
JENNIFER F. KEMP  
ALLISON C. FOGG

October 18, 2018

VIA Electronic Mail

Weld County Board of County Commissioners  
Attention: Esther Gesick, Clerk to the Board  
1150 O Street  
P.O. Box 758  
Greeley, Colorado 80631

**RE: Acknowledgement of Tax Increment Expenditure Under Revenue Sharing Agreement – Town of Mead Urban Renewal Authority – 301 Main Street, Mead**

Dear Board of County Commissioners:

Our law firm acts as general counsel to the Town of Mead Urban Renewal Authority (“MURA”), and we have been instructed by MURA’s Board of Commissioners (the “Board”) to transmit this correspondence to you on the Board’s behalf.

On May 2, 2016, MURA entered into a Tax Increment Expenditure and Revenue Sharing Agreement (the “Cooperation Agreement”) with Weld County (the “County”). Pursuant to Section 1.a. of the Cooperation Agreement, MURA is permitted to use fifty percent (50%) of the revenue produced by the County Tax Levy Allocation within MURA’s Plan Area, as defined in the Cooperation Agreement, for the payment of amounts authorized by the Town of Mead Urban Renewal Plan (the “Plan”), including payment of costs incurred by MURA for “Eligible Public Improvements.” Eligible Public Improvements are defined as those public improvements described in the Plan.

MURA desires to enter into a public-private partnership agreement (the “PPPA”) with a local Anytime Fitness franchisee (the “Franchisee”) for construction of a fitness facility on the property commonly known as 301 Main Street, Mead, Colorado. As the name would suggest, 301 Main Street is well-positioned in the heart of Mead’s historic downtown. However, as the result of a fire in the building, severe asbestos remediation needs, and several other significant environmental issues, the building was vacated many years ago and has fallen into significant disrepair in recent years, including boarded up windows and doors, decaying walls, garbage heaps on the grounds, and several other dangerous, unsightly conditions that have kept developers from taking the risk of reinvesting in the project. To MURA’s good fortune, the Franchisee recently acquired the site, and has since invested significant sums in environmental testing and remediation and other efforts to restore the area and establish a healthy business

within the main building located on the site. Pictures of the site and some of the Franchisee's efforts to date are enclosed herewith as **Attachment A**.

The restoration project will require significant additional expenditures, including for additional environmental testing and remediation, fire damage repair, asbestos abatement, etc., and the Franchisee has requested help from MURA in bridging the Franchisee's funding gap to help bring the project to fruition. In response to the request, MURA and the Franchisee have negotiated a draft of the PPPA, pursuant to which MURA would provide a total of up to \$200,000 in tax increment incentives to the Owner through a combination of one upfront payment and several subsequent annual payments in consideration for the Owner's construction of certain improvements associated with restoration of the project. A list of the improvements to be constructed that are eligible for reimbursement is attached as **Attachment B**.

In light of the "Public Improvements" expenditure restrictions in the Revenue Sharing Agreement with the County, MURA wishes to present this information to the Board of County Commissioners for its review and acknowledgement. In MURA's view, the improvements that would be funded under the PPPA will provide direct and palpable public benefits to residents in the Plan Area, and more generally to residents of the County in the form of enhanced public health, safety, and welfare, as well as the cultural and economic benefits associated with the remediation of a badly blighted area in the heart of Mead's historic downtown district. In consideration of the nature of the improvements themselves, and especially the public benefits their construction will help achieve, MURA has determined that the improvements listed in Attachment A are Eligible Public Improvements under the Plan.

If you accept MURA's determination, please provide your signature below to acknowledge receipt of this letter and review of the list of improvements, and return an executed copy of the letter to our office at your next convenience. If you have any questions or concerns or need any additional information, please do not hesitate to contact our office.

Very Truly Yours,

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

A handwritten signature in blue ink, appearing to read "Rob Rogers", is placed over a light gray rectangular background.

Robert G. Rogers, Esq.

## Acknowledgment

By signing below, the Weld County Board of County Commissioners hereby acknowledges receipt and review of this letter and the attached list of improvements, and it accepts the Town of Mead Urban Renewal Authority's determination that the improvements are Eligible Public Improvements.

WELD COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

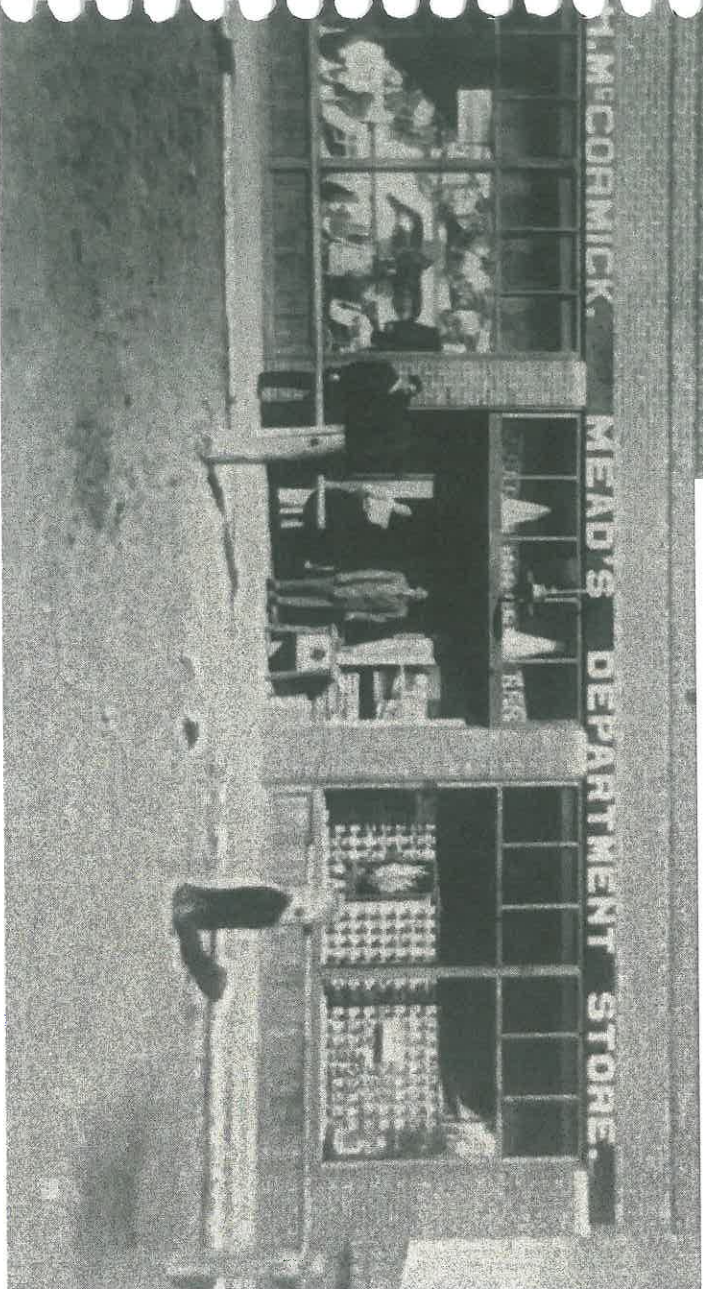
Its: \_\_\_\_\_

**Attachment A**

**Remediation and Restoration Efforts at 301 Main Street**

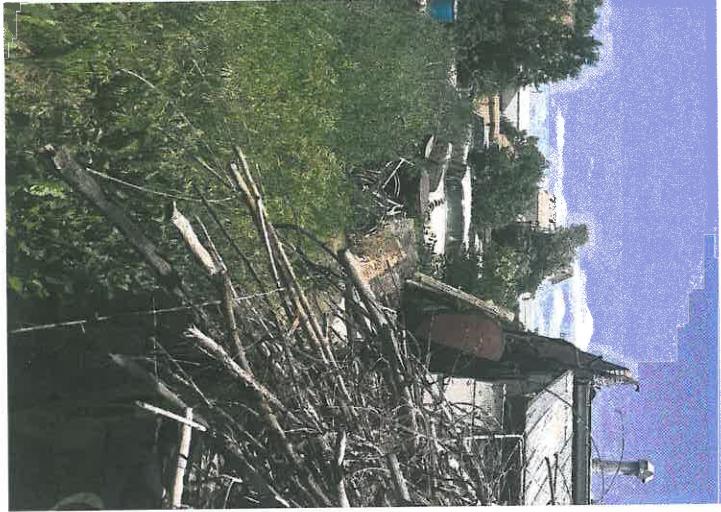
# Why 301 Main Street?

Built in 1908, this structure is part of historic Main Street. I want to preserve a period building and bring vitality and vibrancy to the Mead Old Town Corridor. My home town needs a fitness facility and I can bring a wellness option to this underserved area.



# Why 301 Main Street?

The building is in the designated URA zone. It meets the blight conditions associated with the URA guidelines, including: deteriorating site improvements and structure, environmental contamination, underutilization of the site, endangers life or property, and unsanitary and unsafe conditions.



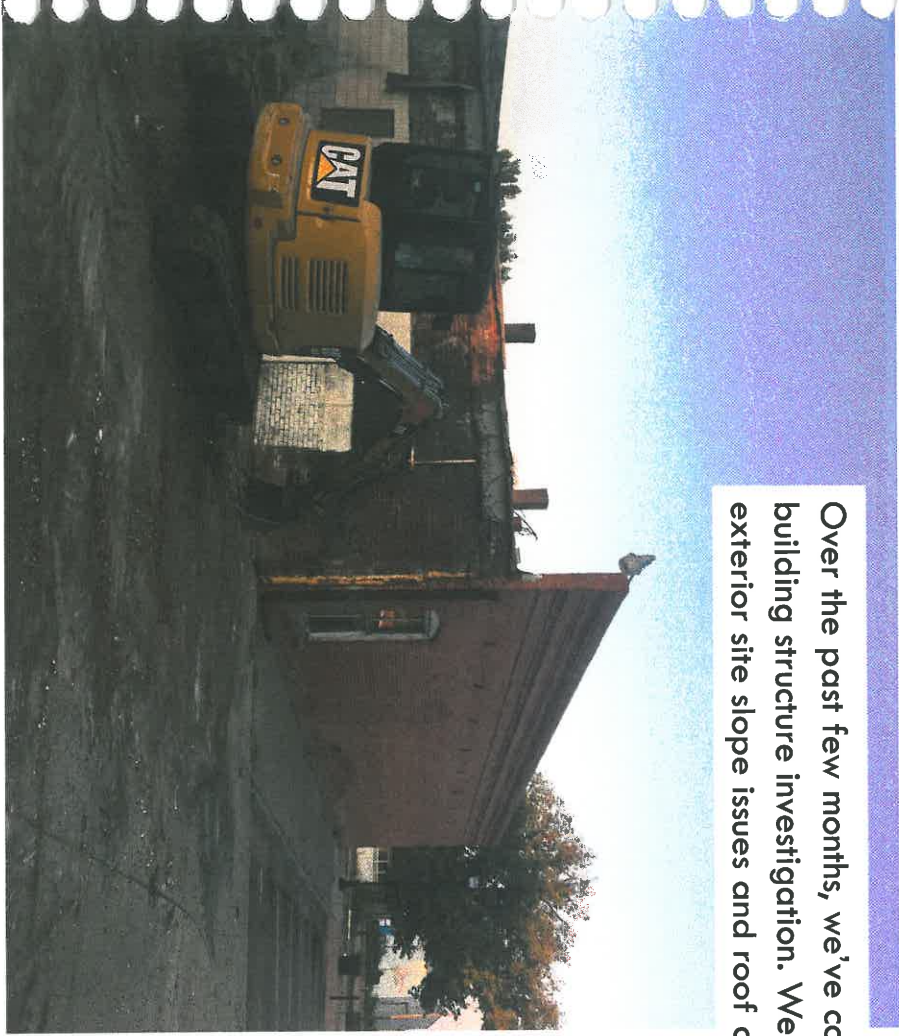
# Why 301 Main Street?

I believe the building rehabilitation and development of a parking lot will attract more new businesses to the downtown area. In addition, keeping the fitness center located centrally in Mead will offer residents and members the opportunity to walk and bike to the location.



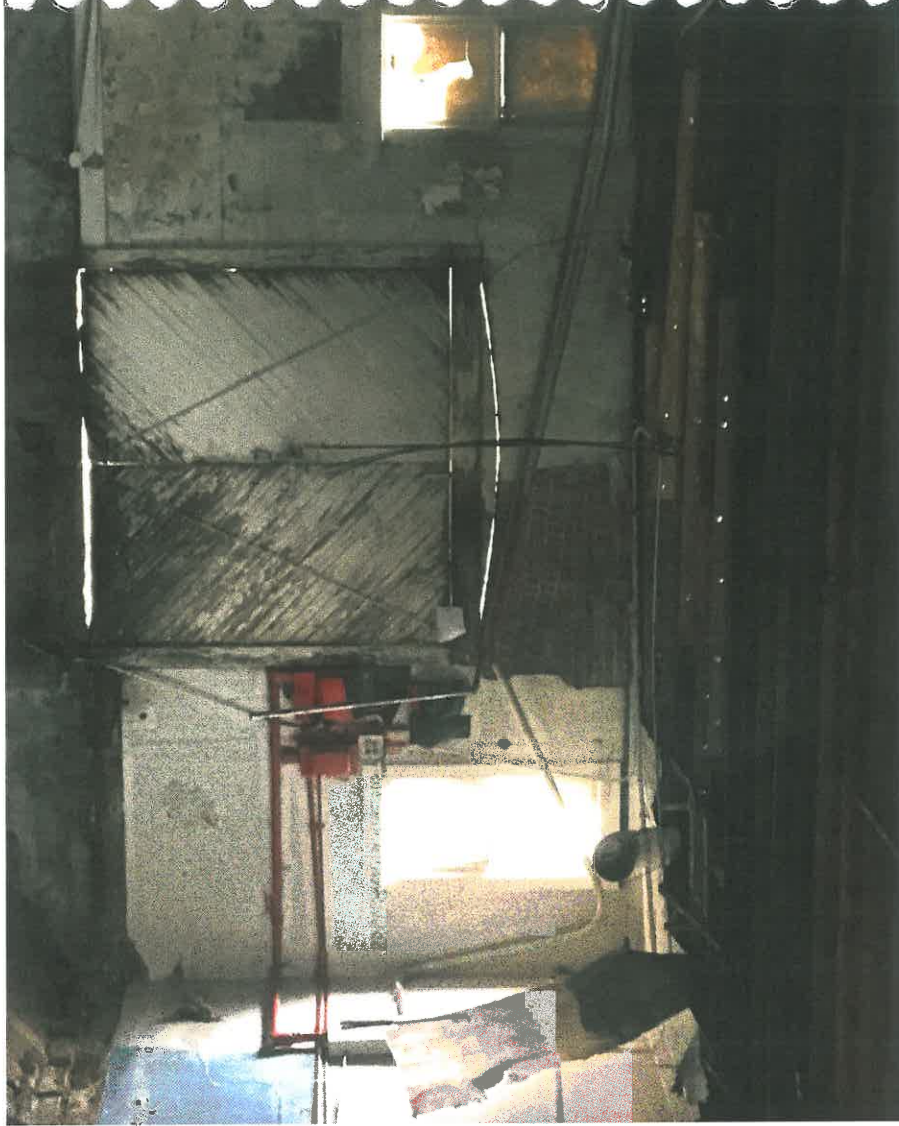
# Why 301 Main Street?

Over the past few months, we've completed site clean-up, exterior & interior demolition work, and building structure investigation. We discovered extensive floor deterioration, broader fire damage, exterior site slope issues and roof asbestos, which was unplanned for in our initial project financials.



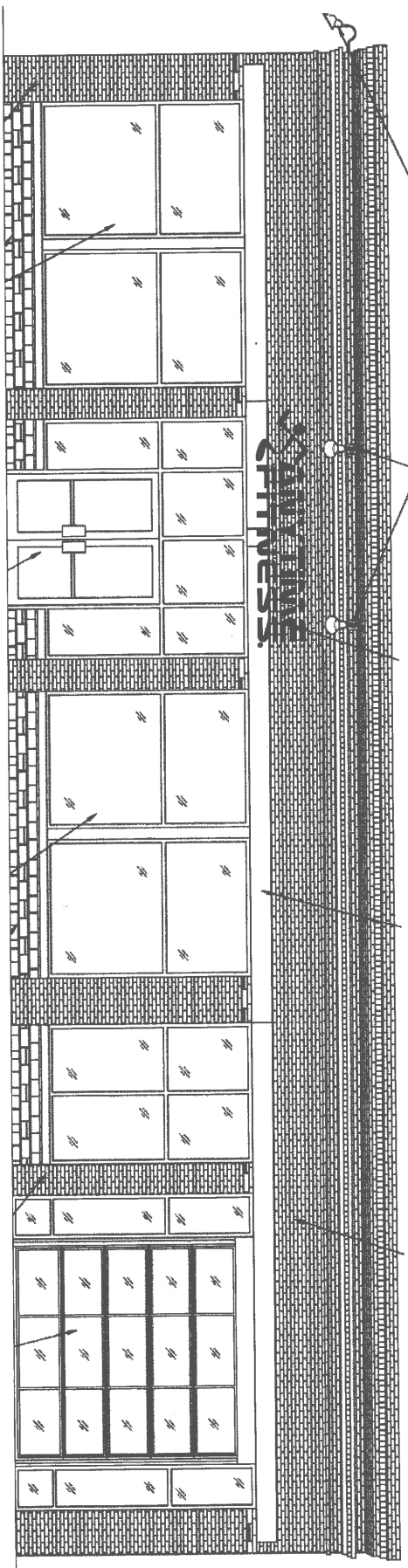


# Why 301 Main Street?

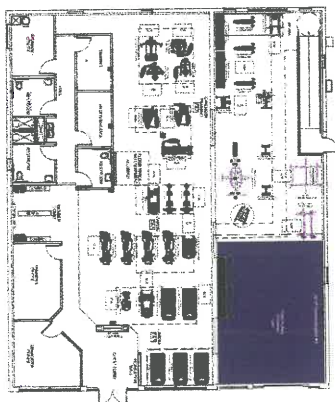
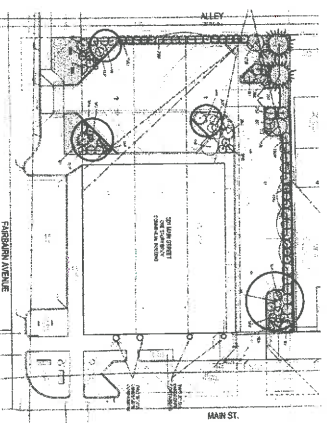
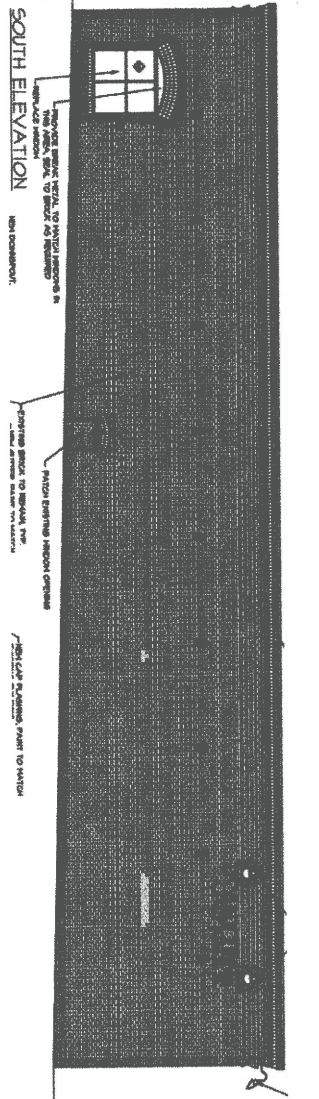


# Why 301 Main Street?

The finished product will be beautiful, safe, and utilized.



The Anytime Fitness will provide workout cardio and strength machines, personal training, and group classes. Plus, fitness sessions specifically designed for Seniors through our partnership with Silver Sneakers will be offered.



## Attachment B

### Eligible Public Improvements and Associated Costs

Traffic Report	\$ 2,880
Paving, Grading, and Utility	\$ 5,000
Landscaping	\$ 2,850
DS Consulting - Phase I	\$ 2,000
DS Consulting - Asbestos Testing (Interior)	\$ 550
DS Consulting - Phase I (Soil Tests, pre-Phase II)	\$ 1,350
Quantum Water & Environment - Phase II	\$ 5,866
ACE - Asbestos Testing (Roof Core Samples)	\$ 600
General Requirements	\$ 10,000.40
Overhead	\$ 9,546.93
Demolition / Clean-up (exterior)	\$ 9,982
Asbestos removal from roof	\$ 25,000
Rework grade and parking lot	\$ 60,002
Retaining walls (North and West sides of building)	\$ 10,750
Parking lot improvements (lighting and landscaping)	\$ 34,000
Concrete (repair & replace walk)	\$ 10,764
Recondition exterior wall brick / masonry	\$17,739.60
TOTAL	\$ 208,881.73