

Town of Mead Urban Renewal Authority
BOARD OF COMMISSIONERS
SPECIAL MEETING AGENDA
441 3rd Street, Mead

Monday, October 12, 2020
5:15 p.m.

Due to the COVID-19 virus, the Town of Mead Urban Renewal Authority will hold this meeting as an electronic meeting with remote participation in accordance with the Authority's emergency procedures adopted by Resolution No. 02-URA-2020. Virtual access information including the Zoom meeting link will be provided on the Town of Mead website and at designated posting places at least 24 hours prior to the meeting.

1. ***Call to Order – Roll Call***

Chair Colleen Whitlow
Commissioner David Adams
Commissioner Brooke Babcock
Commissioner Debra Brodhead
Commissioner Chris Cartwright
Commissioner Steve Fox
Commissioner Trisha Harris
Representative Commissioner Scott James
Representative Commissioner Paula Peairs
Representative Commissioner Laura McConnell

2. ***Pledge of Allegiance to the Flag***

3. ***Review and Approve Agenda***

4. ***Public Comment:*** 3 minute time limit. Comment is for any item whether it is on the agenda or not, unless it is set for public hearing.

5. ***Consent Agenda:*** Consent Agenda items are considered to be routine and will be enacted by one motion and vote. There will be no separate discussion of Consent Agenda items unless a Commissioner so requests, in which case, the item may be removed from the Consent Agenda and considered at the end of the Consent Agenda. Because the Consent Agenda includes payables (bills list/check register) and routinely includes contracts and other items involving the expenditure of MURA funds, the Clerk shall require a roll call vote on the Consent Agenda. ***Consent Agenda includes:***

- a. Approval of Minutes – Special Annual Meeting July 13, 2020
- b. August 2020 Financial Statements
- c. **Resolution No. 03-URA-2020** – A Resolution Approving a Cooperation Agreement Among the Town of Mead, Colorado, Mead Urban Renewal Authority, and 34 9.5 Metropolitan District
- d. Check Register July 7, 2020 through October 7, 2020

6. ***New Business***

- a. **Resolution No. 04-URA-2020** – A Resolution Supporting Passage of the “Strictly Streets” Ballot Measure by Voters (Ballot Issue 2D) at the November 3, 2020 Election
- b. **Resolution No. 05-URA-2020** – A Resolution Supporting Passage of the “Purely Police” Ballot Measure by Voters (Ballot Issue 2E) at the November 3, 2020 Election
- c. 2021 Proposed Budget Presentation

7. Adjournment

**Town of Mead Urban Renewal Authority
Board of Commissioners
Special Annual Meeting
July 13, 2020
5:15 PM**

Chair Colleen Whitlow called the Special Annual Meeting of the Board of Commissioners of the Town of Mead Urban Renewal Authority to order at 5:16 p.m.

Call to Order: Roll Call

Present

Chair Colleen Whitlow
Commissioner David Adams
Commissioner Brooke Babcock
Commissioner Debra Brodhead (arrived at 5:30 p.m.)
Commissioner Chris Cartwright
Commissioner Steve Fox
Commissioner Trisha Harris (arrived at 5:20 p.m.)
Representative Commissioner Scott James (arrived at 5:20 p.m.)
Representative Commissioner Laura McConnell

Absent

Representative Commissioner Paula Peairs

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

1. Pledge of Allegiance to the Flag

The assembly pledged allegiance to the flag.

2. Review and Approve Agenda

Motion was made by Commissioner Adams, seconded by Commissioner Babcock, to approve the agenda. Motion carried 6-0.

3. Public Comment

There was no public comment.

4. Consent Agenda

- a. Approval of Minutes – Special Meeting December 9, 2019
- b. May 2020 Financial Statements

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

5. Check Register 12/01/2019 – 07/06/2020

Motion was made by Commissioner Cartwright, seconded by Commissioner Adams, to approve the Check Register of 12/1/2019 – 07/06/2020. Motion carried 6-0, on a roll call vote.

6. New Business

- a. **Resolution No. 01-URA-2020** – A Resolution Regarding Annual Administrative Matters for the Town of Mead Urban Renewal Authority (2020)

Clerk Mary Strutt explained the annual administrative resolution.

Motion was made by Commissioner Adams, seconded by Commissioner Cartwright, to adopt Resolution No. 01-URA-2020 – A Resolution Regarding Annual Administrative Matters for the Town of Mead Urban Renewal Authority (2020). Motion carried 6-0.

- b. **Resolution No. 02-URA-2020** – A Resolution Declaring Emergency Procedures and Authorizing Electronic Meetings and Remote Participation for the Town of Mead Urban Renewal Authority (2020)

General Counsel Robert Rogers discussed procedures for electronic and remote meetings and electronic signatures brought forth due to the current coronavirus pandemic.

Commissioner Harris arrived at 5:20 p.m.

Commissioner James arrived at 5:20 p.m.

Motion was made by Commissioner Adams, seconded by Commissioner James, to adopt Resolution No. 02-URA-2020 – A Resolution Declaring Emergency Procedures and Authorizing Electronic Meetings and Remote Participation for the Town of Mead Urban Renewal Authority (2020). Motion carried 8-0.

7. Executive Session

- a. Executive Session of the Board of Commissioners for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategies for negotiations, and instructing negotiations as it relates to the funding of improvements at the intersection of Welker and Third Avenue pursuant to Section 24-6-402(4)(e), Colorado Revised Statutes.

Motion was made by Commissioner Babcock, seconded by Commissioner Adams, to convene an Executive Session of the Board of Commissioners for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategies for negotiations, and instructing negotiations as it relates to the funding of improvements at the intersection of Welker and Third Avenue pursuant to Section 24-6-402(4)(e). Motion carried 8-0.

The Board convened for Executive Session at 5:23 p.m.

Commissioner Brodhead arrived at 5:30 p.m.

The Board returned to the Special Annual Meeting from Executive Session at 5:48 p.m. Those present for the Executive Session were Chairman Whitlow, Commissioners Adams, Babcock, Brodhead, Cartwright, Fox, Harris, James and McConnell and General Counsel Robert Rogers. Also present for the executive session were Executive Director Helen Migchelbrink, Town Planning Director Chris Kennedy, Planner Jeremiah Fettig, Town Engineer / Public Works Director Erika Rasmussen.

8. Executive Session Action Items

There were no action items.

9. Adjournment

Motion was made by Commissioner James, seconded by Commissioner Cartwright, to adjourn the meeting. Motion carried 9-0.

The Special Annual Meeting of the Mead Urban Renewal Authority adjourned at approximately 5:49 p.m. on Monday, July 13, 2020.

Colleen G. Whitlow, Chair

ATTEST:

Mary E. Strutt, Clerk

TOWN OF MEAD
COMBINED CASH INVESTMENT
AUGUST 31, 2020

COMBINED CASH ACCOUNTS

CASH ALLOCATION RECONCILIATION

20 ALLOCATION TO MEAD URBAN RENEWAL AUTHORITY	2,013,318.87
TOTAL ALLOCATIONS TO OTHER FUNDS	2,013,318.87
ZERO PROOF IF ALLOCATIONS BALANCE	2,013,318.87

TOWN OF MEAD
 BALANCE SHEET
 AUGUST 31, 2020

MEAD URBAN RENEWAL AUTHORITY

ASSETS

20-01-0100	CASH IN COMMON -MURA	2,013,318.87	
20-01-1250	PROPERTY TAX RECEIVABLE	2,831,141.00	
20-01-1300	A/R - BILLED ACCOUNTS	3,778.14	
		<u> </u>	
	TOTAL ASSETS		<u><u>4,848,238.01</u></u>

LIABILITIES AND EQUITY

LIABILITIES

20-02-2310	EMPLOYEE HEALTH INS. PAYABLE	1,876.56	
20-02-2404	STATE UNEMPLOYMENT TAX PAYABLE	32.40	
20-02-2410	MISC PAYROLL PAYABLE	1,604.63	
20-02-2700	DEFERRED INFLOWS- PROPERTY TAX	2,831,141.00	
		<u> </u>	
	TOTAL LIABILITIES		2,834,654.59

FUND EQUITY

20-02-3001	FUND BALANCE	1,721,905.96	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	<u>291,677.46</u>	
	BALANCE - CURRENT DATE	<u>291,677.46</u>	
	TOTAL FUND EQUITY		<u><u>2,013,583.42</u></u>
	TOTAL LIABILITIES AND EQUITY		<u><u>4,848,238.01</u></u>

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2020

MEAD URBAN RENEWAL AUTHORITY

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
20-10-4050	16,622.82	2,083,388.97	2,979,107.00	895,718.03	69.9
TOTAL TAXES	16,622.82	2,083,388.97	2,979,107.00	895,718.03	69.9
<u>FEES AND PERMITS</u>					
20-11-4110	.00	15,482.45	15,183.00	(299.45)	102.0
TOTAL FEES AND PERMITS	.00	15,482.45	15,183.00	(299.45)	102.0
<u>MISCELLANEOUS</u>					
20-18-4619	185.45	9,887.38	25,582.00	15,694.62	38.7
TOTAL MISCELLANEOUS	185.45	9,887.38	25,582.00	15,694.62	38.7
TOTAL FUND REVENUE	16,808.27	2,108,758.80	3,019,872.00	911,113.20	69.8
<u>ADMINISTRATION</u>					
20-40-5000	2,531.62	22,347.10	31,566.00	9,218.90	70.8
20-40-5005	326.92	2,688.84	3,762.00	1,073.16	71.5
20-40-5006	200.00	1,575.59	2,450.00	874.41	64.3
20-40-5007	.00	.00	16,851.00	16,851.00	.0
20-40-5011	2,040.48	17,257.76	24,906.00	7,648.24	69.3
20-40-5016	.00	.00	2,400.00	2,400.00	.0
20-40-5055	.00	3.61	25.00	21.39	14.4
20-40-5060	391.47	3,382.36	6,228.00	2,845.64	54.3
20-40-5065	58.46	438.61	526.00	87.39	83.4
20-40-5066	1,408.45	8,337.65	10,045.00	1,707.35	83.0
20-40-5067	312.90	2,721.01	4,828.00	2,106.99	56.4
20-40-5068	9.62	82.74	375.00	292.26	22.1
20-40-5100	.00	1,722,251.08	1,678,452.00	(43,799.08)	102.6
20-40-5400	1,277.15	3,483.98	50,000.00	46,516.02	7.0
20-40-5410	.00	.00	60,000.00	60,000.00	.0
20-40-5415	.00	1,260.00	2,500.00	1,240.00	50.4
20-40-5425	249.39	31,251.01	44,687.00	13,435.99	69.9
20-40-5426	.00	.00	5,177.00	5,177.00	.0
20-40-5427	.00	.00	100,000.00	100,000.00	.0
20-40-5500	.00	.00	1,350,000.00	1,350,000.00	.0
20-40-5700	.00	.00	500.00	500.00	.0
TOTAL ADMINISTRATION	8,806.46	1,817,081.34	3,395,278.00	1,578,196.66	53.5

TOWN OF MEAD
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 8 MONTHS ENDING AUGUST 31, 2020

MEAD URBAN RENEWAL AUTHORITY

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL FUND EXPENDITURES	8,806.46	1,817,081.34	3,395,278.00	1,578,196.66	53.5
NET REVENUE OVER EXPENDITURES	8,001.81	291,677.46	(375,406.00)	(667,083.46)	77.7



Mead Urban Renewal Authority Agenda Item Summary

MEETING DATE: October 12, 2020

SUBJECT: A RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF MEAD, THE TOWN OF MEAD URBAN RENEWAL AUTHORITY, AND 34 9.5 METROPOLITAN DISTRICT

PRESENTED BY: Robert Rogers, Contract Authority Attorney

SUMMARY

34 9.5 Metropolitan District (the “District”) has requested that the Town of Mead and the Town of Mead Urban Renewal Authority (“MURA”) enter into the proposed Cooperation Agreement. Pursuant to the Cooperation Agreement, MURA would remit all of the incremental increase in property tax revenues attributable to the District’s imposition of its mill levy (“TIF Revenue”) back to the District on or before May 15th and again on or before September 15th of each year, beginning in 2021. In consideration for this remittance, the District has consented to the selection of the Mountain View Fire Protection District (the “Fire District”) as the collective representative of overlapping districts on the MURA Board of Commissioners.

BACKGROUND

Under § 31-25-104(2)(a)(I), C.R.S., the District, as an overlapping district, is entitled to help select one representative to serve collectively on behalf of the overlapping districts on the Board of Commissioners for MURA. In the agreement, the District agrees to allow the Fire District’s representative act as the collective representative for the overlapping districts rather than requiring the overlapping districts to agree on a new collective representative. In consideration, the MURA agrees to disburse the TIF Revenue from property within the District’s boundaries to the District. The commitment in the attached Agreement on the part of the MURA to remit the portion of the increment attributable to the District’s mill levy is fully consistent with currently existing obligations of the MURA under its MURA Plan, and with the Board of Commissioners’ policy of remitting increment to new metropolitan districts within the MURA Plan Area.

FINANCIAL CONSIDERATIONS

There will be nominal administrative expenses incurred by MURA in calculating and remitting the increment to the District on an annual basis.

STAFF RECOMMENDATION/ACTION REQUIRED

Staff recommends the Board of Commissioners adopt the attached resolution.

ATTACHMENTS

- A Resolution of the Town of Mead Urban Renewal Authority Approving Intergovernmental Agreement Among the Town of Mead, Colorado, Mead Urban Renewal Authority, and 34 9.5 Metropolitan District.
- Cooperation Agreement Among the Town of Mead, Colorado, Mead Urban Renewal Authority, and 34 9.5 Metropolitan District.

TOWN OF MEAD URBAN RENEWAL AUTHORITY

RESOLUTION NO. 03-URA-2020

**A RESOLUTION APPROVING A COOPERATION AGREEMENT AMONG THE
TOWN OF MEAD, COLORADO, MEAD URBAN RENEWAL AUTHORITY, AND 34
9.5 METROPOLITAN DISTRICT**

WHEREAS, the Board of Commissioners (the “**Board**”) of the Town of Mead Urban Renewal Authority (the “**Authority**”) 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. (the “**Act**”), including the power to pass resolutions and enter into contracts and agreements; and

WHEREAS, the Board has the power to pass resolutions pursuant to § 31-25-105, C.R.S.; and

WHEREAS, 34 9.5 Metropolitan District (the “**District**”) is a taxing body levying a mill within the boundaries of the Authority; and

WHEREAS, the District, the Town of Mead, and the Authority desire to enter into a Cooperation Agreement regarding tax increment expenditure and revenue sharing (“**Agreement**”), attached hereto as **Exhibit A**; and

WHEREAS, the Authority and the District are authorized to enter into the Agreement pursuant to law, including without limitation § 31-25-112, C.R.S; and

WHEREAS, the Board is familiar with the Agreement and finds it to be in the best interest of the Authority, its residents, and the general public, and authorizes the Executive Director to execute the Agreement on behalf of the Authority.

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

Section 1. Approval. The Agreement is hereby approved in substantially the form as attached hereto, with such modifications and additions as the Executive Director, in consultation with Staff, determines to be necessary and appropriate to protect the interests of the Authority or to effectuate the purposes set forth herein and not otherwise inconsistent with this Resolution.

Section 2. Effective Date. This resolution shall become effective immediately upon adoption.

Section 3. 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 prior resolution nor revive any resolution thereby.

Section 4. Certification. The Clerk 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 12TH DAY OF OCTOBER, 2020.

ATTEST:

**TOWN OF MEAD URBAN RENEWAL
AUTHORITY**

Mary E. Strutt, Clerk

Colleen Whitlow, Chairperson

EXHIBIT A
AGREEMENT

COOPERATION AGREEMENT
AMONG THE TOWN OF MEAD, COLORADO,
MEAD URBAN RENEWAL AUTHORITY, AND
34 9.5 METROPOLITAN DISTRICT

MEAD URBAN RENEWAL PLAN

THIS COOPERATION AGREEMENT (the “**Agreement**”) is made and executed effective as of the ____ day of _____, 202____, by and between 34 9.5 METROPOLITAN DISTRICT, a Title 32 special district of the State of Colorado (hereinafter referred to as the “**District**”); the TOWN OF MEAD, a municipal corporation of the State of Colorado (hereinafter referred to as “**Town**”); and the MEAD URBAN RENEWAL AUTHORITY, a body corporate and duly organized and existing as a Title 31 urban renewal authority under the laws of the State of Colorado (hereinafter referred to as “**MURA**”). The District, Town, and MURA are each referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

WITNESSETH:

WHEREAS, the District is a quasi-municipal corporation and political subdivision of the State of Colorado, duly organized and existing under the constitution and the laws of the State of Colorado; and

WHEREAS, the Parties are familiar with the Urban Renewal Plan for the 2016 Mead Urban Renewal Area (“**Plan**”) which details MURA’s and Town’s inclusion of the parcels described in the Plan for the purposes authorized in the Colorado Urban Renewal Law, § 31-25-101, *et seq.*, C.R.S., including utilizing tax increment financing (“**TIF Financing**”), as contemplated by § 31-25-107(9)(a), C.R.S., and which includes the entirety of the property located within the District’s boundaries; and

WHEREAS, TIF Financing provides that taxes, if any, levied after the effective date of the approval of the Plan upon taxable property in the area described in the Plan (“**Urban Renewal Area**”) each year shall be divided for a period not to exceed twenty-five (25) years from the effective date of the Plan and that a portion of said property tax revenues (the “**TIF Revenue**”) shall be allocated to and paid into a special fund of the urban renewal authority to pay the principal of, interest on, and any premiums due in connection with bonds of, loans or advances to, or indebtedness incurred by the urban renewal authority for financing an urban renewal project, or to make payments pursuant to an agreement executed pursuant to § 31-25-107(9.5), C.R.S. or § 31-25-107(11), C.R.S.; and

WHEREAS, the District, Town, and MURA recognize that a division of taxes pursuant to § 31-25-107(9)(a), C.R.S., on property within the boundaries of the District without an agreement concerning the sharing of TIF Revenue that results from the District levy on taxable property in the Urban Renewal Area may hinder the effectuation of the Plan and urban renewal projects within the Urban Renewal Area and may hinder the District’s ability to provide services within the Urban Renewal Area; and

WHEREAS, the District is cooperating with MURA and Town to facilitate carrying out the Plan and urban renewal projects within the Urban Renewal Area; and

WHEREAS, the Parties desire to enter into this Agreement for the transfer to the District of property tax revenues that MURA receives from the District levy on taxable property in the Urban Renewal Area; and

WHEREAS, the District and MURA are authorized to enter into this agreement pursuant to law, including without limitation § 31-25-112, C.R.S.; and

WHEREAS, the Parties have determined it is in their best interest to enter into this agreement to facilitate carrying out the Plan and urban renewal projects within the urban renewal area; and

WHEREAS, in consideration of the Parties entering into this Agreement, the District consents to the inclusion within the Urban Renewal Area of all agricultural lands contained within such Urban Renewal Area as described in the Plan, pursuant to C.R.S. § 31-25-1-7(1)(c)(II)(D); and

WHEREAS, in consideration of the Parties entering into this Agreement, pursuant to C.R.S. § 31-25-107(9.5) and C.R.S. § 31-25-107(11), District waives any right they have to file an objection and ask for mediation or arbitration, pursuant to C.R.S. § 31-25-107(9.5) or C.R.S. § 31-25-107(12).

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. District Tax Levy Allocation. MURA agrees to deposit into a separate account created for such purpose (the “**Account**”), all of the increase in property tax revenues calculated, produced, and allocated to MURA as a result of the levy of the District upon taxable property within the Urban Renewal Area pursuant to and in accordance with § 31-25-107(9)(a)(II), C.R.S. of the Act and the rules and regulations of the Property Tax Administrator of the State of Colorado (the “**District Tax Levy Allocation**”). Commencing on the date of this Agreement and for a period of twenty-five (25) years from the effective date of the Plan, MURA shall transfer to the District on or before May 15th and again on or before September 15th of each year, commencing in 2021, all revenues attributable to the District received into such Account (the “**TIF Remittance**”). If area is subsequently included in the Plan by a modification of the Plan approved by the Town of Mead Board of Trustees, and such modification results in TIF Revenues from the District Tax Levy Allocation being allocated to MURA for an additional period beyond twenty-five (25) years from the effective date of the Plan, then MURA shall make the TIF Remittance transfers to the

District for such additional period. MURA's obligation to remit the TIF Remittance to the District in accordance with this Agreement shall constitute a multiple fiscal year obligation of MURA.

3. Changes to Urban Renewal Law Affecting TIF Remittance. The Parties agree and acknowledge that the Urban Renewal Law has previously required county assessors to collect TIF automatically from all taxing jurisdictions that overlap an Urban Renewal Area. The Parties further agree and acknowledge that the language of § 31-25-107, C.R.S., as amended by House Bill 15-1348, authorizes municipalities to direct county assessors to collect TIF from only specified districts rather than all overlapping districts, and that this change could render the TIF Remittance provision in Paragraph 2 above unnecessary because, rather than remitting the District Tax Levy Allocation back to the District, the Town appears to have the authorization to direct the county tax assessor at the outset not to collect the District Tax Levy Allocation from the District. The Town and MURA have previously discussed and will continue to discuss with the Weld County Tax Assessor (the "**Assessor**") the Assessor's ability and willingness to collect TIF from some but not all overlapping jurisdictions, such as the District. In the event that the Assessor is willing and able to collect TIF from some but not all of the taxing jurisdictions in MURA's plan area, the Town and MURA agree to direct the Assessor not to collect the District Tax Levy Allocation from the District, and the Parties agree and acknowledge that the TIF Remittance provisions in paragraph 2 above will be unnecessary and without force and effect in each year the Assessor acts according to the direction from Town and MURA, as reflected in the MURA URA Plan, and the Assessor does not collect the District Tax Levy Allocation from the District.

4. Use of District Tax Levy Allocation. The District agrees to use TIF Revenues received pursuant to this Agreement in accordance with the statutory authority granted to the District under § 32-1-101, *et seq.*, C.R.S.

5. Calculation of Three-Mill Remittance to Town. The Parties acknowledge that, pursuant to Section VI.I of the District's Service Plan approved by the Town on July 27, 2020, and Section 25 of that certain Intergovernmental Agreement Between the Town of Mead, Colorado and 34 9.5 Metropolitan to be entered into contemporaneously with this Agreement but in no event later than 90 days after the entry of the decree of formation of the District by the Weld County District Court, the District is required to remit to the Town annually the revenues derived from the imposition of a three (3) mill levy on assessable property within the District (the "**Annual Contribution**"). Annual Contribution revenues are required to be remitted to the Town within thirty (30) days of receipt by the District. In consideration of the remittance obligation being undertaken above, the Parties agree that the Annual Contribution obligation shall be calculated based on the gross total taxable assessed valuation within the District, as indicated in the final certification of valuation prepared by the Weld County Tax Assessor, rather than the net total taxable assessed valuation after subtraction of the TIF increment.

6. Plan Approval. The District agrees that the District will not formally or legally object to the adoption of the Plan.

7. Agreement Confined to District Tax Levy Allocation Revenue. This Agreement applies only to the District Tax Levy Allocation revenues, as calculated, produced, collected and allocated to MURA within the Urban Renewal Area in accordance with § 31-25-107(9)(a)(II),

C.R.S., and the rules and regulations of the Property Tax Administrator of the State of Colorado, and does not include any other revenues of Town or MURA. Town and District agree that revenue from the District Tax Levy Allocation collected and paid to the District under this Agreement are collections on behalf of the District within the meaning of Colorado Constitution Article X, Section 20(2)(e). However, such collections shall not cause the District to be in violation of any limitations or restrictions established by Article X, Section 20 of the Colorado Constitution, which, as of the date of this Agreement, have not been waived by the eligible electors of the District. The District shall be entitled to receive and use any and all specific ownership taxes associated with the District's annual property tax mill levies, and nothing herein is intended to limit or restrict the District's receipt and use of such specific ownership tax revenues, if any.

8. Subordination Consent Required. With the prior written consent of the District, as evidenced by a resolution approved by the District Board of Directors, the obligation of MURA to pay revenues from the District Tax Levy Allocation to the District may be made subordinate to any payment of the principal of, the interest on, and any premiums due in connection with bonds of, loans or advances to, or indebtedness incurred by MURA for financing or refinancing, in whole or in part, the Urban Renewal Project specified in the Plan.

9. Delays. Any delays in or failure of performance by any party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, acts of public enemy, acts of the Federal or state government, acts of any other party, acts of third parties, litigation concerning the validity of this Agreement or relating to transactions contemplated hereby, pandemic, epidemic, fire, floods, strikes, labor disputes, accidents, regulations or order of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such party. Notwithstanding the foregoing, where any of the above events shall occur which temporarily interrupt the ability of MURA to transfer or pay District Tax Levy Allocation revenues as provided in Paragraph 2, as soon as the event causing such interruption shall no longer prevail, MURA shall transfer and pay the total amount of the District Tax Levy Allocation revenue that has been received by MURA that is then owing to date, as determined according to the provisions of Paragraph 2 to this Agreement.

10. Consent Concerning Agricultural Land. The District hereby consents, pursuant to § 31-25-107(1)(c)(II)(D), C.R.S., as applicable, to the inclusion within the Urban Renewal Area of all agricultural lands contained within such Area as described in the Plan.

11. Consent to Board of Commissioners Representative Selection. Pursuant to § 31-25-104(2)(a)(I), C.R.S., the special districts that levy a mill levy within the boundaries of MURA (each an "**Overlapping District**") not otherwise represented on the Board of Commissioners for MURA are entitled to select one representative to serve collectively on their behalf on the Board of Commissioners for MURA. The Town and MURA have negotiated capturing TIF Revenue from the Mountain View Fire Protection District (the "**Fire District**"). In light of this financial commitment on the part of the Fire District, the Parties are in agreement that it would be most appropriate for the available commissioner seat to be filled by a representative of the Fire District. The District hereby consents to the selection of the Fire District as the collective

representative of Overlapping Districts in the Urban Renewal Area in accordance with § 31-25-104(2)(a)(I), C.R.S.

12. Notification of Intended Amendments to the Plan; Agreement Not Part of Plan. Town and MURA agree to notify District in writing of any intended amendments to the Plan at least ninety (90) days prior to the public hearing by Town to consider such amendment. The Parties agree that this Agreement shall not, upon signature, become part of the Plan, but rather, is a stand-alone agreement authorized pursuant to § 31-25-107(11), C.R.S. and in satisfaction of the requirements of § 31-25-107(9.5) C.R.S. Notice provided to the District of the intended amendment pursuant to this paragraph shall act as compliance with the provisions of § 31-25-107(3.5)(a), C.R.S., requiring notice to the Board of Directors of substantial modification to the Plan.

13. Termination and Subsequent Legislation. In the event of termination of the Plan, including its TIF Financing component, MURA and/or Town may terminate this Agreement by delivering written notice to the District. The Parties further agree that in the event legislation is adopted after the effective date of this Agreement that invalidates or materially effects any provisions hereof, the Parties will in good faith negotiate for an amendment to this Agreement that most fully implements the original intent, purpose and provisions of this Agreement.

14. Enforcement. MURA and the Town agree that they shall use commercially reasonable efforts to cause remittance to the District of all moneys that qualify as TIF Remittance.

15. Opinion. Upon the District's request, MURA and the Town shall deliver, at the expense of the District not to exceed \$10,000 combined, opinions from their respective counsel addressed to the District, which opinions shall include without limitation a statement that this Agreement has been duly authorized, executed and delivered by the Town and MURA, constitutes a valid and binding agreement of the Town and MURA, enforceable according to its terms, subject to any applicable bankruptcy, reorganization, insolvency, moratorium or other law affecting the enforcement of creditors' rights generally and subject to the application of general principals of equity.

16. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the addressee or by courier delivery via Federal Express or other nationally-recognized overnight air courier service, by electronically-confirmed email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To District: 34 9.5 Metropolitan District
c/o WCR 34 & HWY 25-220, LLC
McRae Group of Companies
8800 N. Gainey Center Drive, Suite 255
Scottsdale, AZ 85258
Phone: 480-609-1200
Email: jeff@ronmrae.com
Attn: Jeff Zimmerman

With a Copy To: White Bear Ankle Tanaka & Waldron, PC
2154 East Commons Ave., Suite 2000
Centennial, CO 80122
Phone: 303-858-1800
Email: ktompkins@wbapc.com
Attn: Kristin Bowers Tompkins

To Town: Town of Mead
441 Third Street
P.O. Box 626
Mead, CO 80542
Phone: 970-535-4477
Email: hmigchelbrink@townofmead.org
Attn: Town Manager

With a Copy To: Town Attorney
c/o Michow Cox McAskin LLP
6530 S. Yosemite Street, Suite 200
Greenwood Village, CO 80111
Email: marcus@mcm-legal.com; silvia@mcm-legal.com

To MURA: Town of Mead Urban Renewal Authority
P.O. Box 626
Mead, CO 80542
Phone: 970-535-4477
Email: hmigchelbrink@townofmead.org
Attn: Executive Director

With a Copy To: White Bear Ankle Tanaka & Waldron, PC
2154 East Commons Ave., Suite 2000
Centennial, Colorado 80122
Phone: 303-858-1800
Email: rrogers@wbapc.com
Attn: Robert Rogers

All notices, demands, requests or other communications shall be effective upon such personal delivery, one (1) business day after being deposited with United Parcel Service or other nationally-recognized overnight air courier service, on the date of transmission if sent by electronically-confirmed or email transmission, or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address or contact information.

17. 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.

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

19. 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.

20. No Waiver of Immunities. No portion of this Agreement shall be deemed to constitute a waiver of any immunity the Parties or their officers or employees may possess, nor shall any portion of this Agreement be deemed to have created a duty of care that did not previously exist with respect to any person not a party to this Agreement.

21. Waiver. Pursuant to C.R.S. § 31-25-107(11), the District agrees to waive all provisions of Part 1 of the Act that provide for notice to the District, require any filing with, for, or by the District, require or permit consent from the District, or provide for any enforcement right to the District.

22. 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 (as to any or all parties hereto), the Parties agree to take such action(s) as may be necessary to achieve to the greatest degree possible the intent of the affected provision of this Agreement.

23. No Assignment. No Party may assign any of its rights or obligations under this Agreement.

24. 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.

25. Execution in Counterparts; Electronic Signatures. 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. Facsimile, documents executed, scanned and transmitted electronically, and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures.

26. 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.

27. 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 § 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.

28. 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 in a joint venture, and no Party shall be responsible for any debt or liability of any other Party.

29. Effective Date. This Agreement shall be effective as of the date first set forth above.

Remainder of page intentionally left blank, signature page follows.

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:

34 9.5 METROPOLITAN DISTRICT

By: _____

By: _____

Title: _____

Title: _____

Date: _____

ATTEST:

TOWN OF MEAD

By: _____

By: _____

Title: _____

Title: _____

Date: _____

ATTEST:

TOWN OF MEAD URBAN RENEWAL
AUTHORITY

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Report Criteria:

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

Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Description	Check Amount
07/08/2020	32277	5736	THE HARTFORD-GROUP BENEFITS	920320803925	20-40-5066	34.24	STD / LTD Insurance	34.24
07/08/2020	32287	5884	WHITE BEAR ANKELE TANAKA & WAL	11302	20-40-5400	30.75	MURA Legal 6/2020	30.75
07/22/2020	32296	5135	COLORADO EMPLOYER BENEFIT TR	INV 0036899	20-40-5066	980.08	Health Insurance 8/2020	980.08
07/22/2020	32314	3640	PINNACOL ASSURANCE	20101270	20-40-5065	58.46	Installment 7 of 9 2020 Work Com	58.46
08/05/2020	32373	5736	THE HARTFORD-GROUP BENEFITS	921438216318	20-40-5066	34.23	STD / LTD Insurance	34.23
08/26/2020	32398	5135	COLORADO EMPLOYER BENEFIT TR	INV 0037485	20-40-5066	980.08	Health Insurance 9/2020	980.08
08/26/2020	32420	3640	PINNACOL ASSURANCE	20138008	20-40-5065	58.46	Installment 8 of 9 2020 Work Com	58.46
08/26/2020	32440	5884	WHITE BEAR ANKELE TANAKA & WAL	11374	20-40-5400	1,277.15	MURA Legal 7/2020	1,277.15
09/09/2020	32493	5736	THE HARTFORD-GROUP BENEFITS	921179362368	20-40-5066	34.24	STD / LTD Insurance 9/2020	34.24
09/23/2020	32530	3640	PINNACOL ASSURANCE	20175851	20-40-5065	58.46	Installment 9 of 9 2020 Work Com	58.46
09/23/2020	32548	5884	WHITE BEAR ANKELE TANAKA & WAL	12201	20-40-5400	943.00	MURA Legal 8/2020	943.00
Grand Totals:								<u>4,489.15</u>

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
20-02-2000	.00	4,489.15-	4,489.15-
20-40-5065	175.38	.00	175.38
20-40-5066	2,062.87	.00	2,062.87
20-40-5400	2,250.90	.00	2,250.90
99-01-1001	.00	.00	.00
Grand Totals:	<u>4,489.15</u>	<u>4,489.15-</u>	<u>.00</u>



Mead Urban Renewal Authority Agenda Item Summary

MEETING DATE: October 12, 2020

SUBJECT: A RESOLUTION SUPPORTING THE PASSAGE OF THE “STRICTLY STREETS” BALLOT MEASURE BY VOTERS (BALLOT ISSUE 2D) AT THE NOVEMBER 3, 2020 ELECTION and A RESOLUTION SUPPORTING THE PASSAGE OF THE “PURELY POLICE” BALLOT MEASURE BY VOTERS (BALLOT ISSUE 2E) AT THE NOVEMBER 3, 2020 ELECTION

PRESENTED BY: Robert Rogers, Contract Authority Attorney

SUMMARY

The Board of Trustees of the Town of Mead (“Town”) has referred two ballot issues to Town voters, which will be decided at the upcoming November 3, 2020 special election:

- “Strictly for Streets” Ballot Issue 2D, and
- “Purely for Police” Ballot Issue 2E.

The Board of Trustees has previously adopted Resolution No. 81-R-2020 and Resolution No. 82-R-2020, to show the Board of Trustees’ unanimous support for Ballot Issue 2D and 2E, and urge Town voters to support these ballot issues.

If Ballot Issue 2D is passed by voters, the new revenue generated by the additional sales and use tax would be dedicated strictly for streets and used for no other purpose. If Ballot Issue 2E is passed by voters, the new revenue generated by the additional sales and use tax would be dedicated purely for police and used for no other purpose.

The Resolutions express the support of the Mead Urban Renewal Authority (“Authority”) for the passage of Ballot Issue 2D & 2E by the Town, and state that the Board of Commissioners of the Authority join the Board of Trustees in urging all registered electors of the Town to vote “YES” on Ballot Issue 2D and Ballot Issue 2E at the November 3, 2020 special election.

BACKGROUND

Under the Fair Campaign Practices Act (“FCPA”), the Town is prohibited from expending public money to urge voters to vote in favor or against any ballot issue. C.R.S. § 1-45-117(1). This restriction applies to all of the ballot issues and questions through the date of the election. There are a few exceptions to this restriction, including an allowance for the Authority to

adopt a resolution or take a position of advocacy on any ballot question or issue. The Authority is also allowed under the FCPA to report the passage of or distribute a resolution of advocacy through established, customary means, other than paid advertising, by which information about other proceedings of the Authority is regularly provided to the public. C.R.S. § 1-45-117(1)(b)(III). Accordingly, the Authority's adoption of the attached Resolutions expressing the Authority's support for Ballot Question 2D & 2E is expressly allowed under the FCPA and may be published on the Town's website, to the extent that prior resolutions of the Authority have been published on the Town's website.

FINANCIAL CONSIDERATIONS

As stated in the text of Strictly Streets Ballot Issue 2D, the Town anticipates increased revenues of approximately \$1,452,000 in 2021 (first full fiscal year of collection) if Issue 2D is approved by Town voters.

As set forth in the Ballot Issue, the tax revenues collected in 2021 (and subsequent years) will, if approved by Town of Mead voters:

- Be retained in a **segregated account** separate from all other Town financial accounts; and
- Be used **only to pay for street improvements and street maintenance and never be transferred into the Town General Fund or used for any other purpose than street maintenance and repair.**

As stated in the text of Purely Police Ballot Issue 2E, the Town anticipates increased revenues of approximately \$907,500 in 2021 (first full fiscal year of collection) if Issue 2E is approved by Town voters.

As set forth in the Ballot Issue, the tax revenues collected in 2021 (and subsequent years) will, if approved by Town of Mead voters:

- Be retained in a **segregated account** separate from all other Town financial accounts; and
- Be used **only to pay for the Mead Police Department and never be transferred into the Town General Fund or used for any other purpose than support of the Mead Police Department.**

STAFF RECOMMENDATION/ACTION REQUIRED

Staff recommends the Board of Commissioners adopt the attached resolutions.

ATTACHMENTS

- A Resolution of the Town of Mead Urban Renewal Authority Supporting the Passage of the "Strictly Streets" Ballot Measure by Voters (Ballot Issue 2D) at the November 3, 2020 Election.

- A Resolution of the Town of Mead Urban Renewal Authority Supporting the Passage of the “Purely Police” Ballot Measure by Voters (Ballot Issue 2E) at the November 3, 2020 Election.

TOWN OF MEAD URBAN RENEWAL AUTHORITY

RESOLUTION NO. 04-URA-2020

A RESOLUTION SUPPORTING PASSAGE OF THE “STRICTLY STREETS” BALLOT MEASURE BY VOTERS (BALLOT ISSUE 2D) AT THE NOVEMBER 3, 2020 ELECTION

WHEREAS, the Board of Trustees of the Town of Mead (“**Town**”) has referred to the registered electors of the Town a ballot issue asking voters to approve an additional sales and use tax imposed at a rate of 1.2%, beginning January 1, 2021, with the additional revenues to be used “**STRICTLY FOR STREETS**”; and

WHEREAS, this ballot issue will appear as “**Ballot Issue 2D**” on the November 3, 2020 election ballot; and

WHEREAS, if **Ballot Issue 2D** is approved by voters, the new revenue generated by the additional sales and use tax would be dedicated **strictly to streets, and used for no other purpose**; and

WHEREAS, if the Town continues to operate as-is, the Town’s street network will get worse and become more expensive to fix; and

WHEREAS, if **Ballot Issue 2D** is not approved by voters, the Town’s street quality rating (PCI) is projected to decrease to a PCI of 47 (nearly “**very poor**”) in a period of 10 years; and

WHEREAS, if **Ballot Issue 2D** is approved by voters, the Town will have a dedicated revenue stream that will be allocated to street improvements and street maintenance, which will benefit the residents, business owners and taxpayers of the Town; and

WHEREAS, by adoption of Resolution No. 81-R-2020, the Board of Trustees memorialized its unanimous support of the “**STRICTLY STREETS**” ballot measure and urged all registered electors of the Town to vote “**YES**” on **Ballot Issue 2D** at the upcoming November 3rd election; and

WHEREAS, because the funds raised by the “**STRICTLY STREETS**” ballot issue will be retained in a **segregated account separate from all other Town financial accounts and be used to pay for street improvements and street maintenance only**, the Town of Mead Urban Renewal Authority also supports the passage of **Ballot Issue 2D** and joins the Board of Trustees in urging all registered electors of the Town to vote “**YES**” on **Ballot Issue 2D** at the November 3, 2020 election.

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

Section 1. The Town of Mead Urban Renewal Authority hereby supports the STRICTLY STREETS ballot measure (Ballot Issue 2D) and urges all registered electors of the Town to vote “YES” on Ballot Issue 2D at the November 3, 2020 election.

Section 2. Effective Date. This resolution shall become effective immediately upon adoption.

Section 3. 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 12TH DAY OF OCTOBER, 2020.

ATTEST:

**TOWN OF MEAD URBAN RENEWAL
AUTHORITY**

Mary E. Strutt, Clerk

Colleen G. Whitlow, Chairperson

TOWN OF MEAD URBAN RENEWAL AUTHORITY

RESOLUTION NO. 05-URA-2020

A RESOLUTION SUPPORTING PASSAGE OF THE “PURELY POLICE” BALLOT MEASURE BY VOTERS (BALLOT ISSUE 2E) AT THE NOVEMBER 3, 2020 ELECTION

WHEREAS, the Board of Trustees of the Town of Mead (“**Town**”) has referred to the registered electors of the Town a ballot issue asking voters to approve an additional sales and use tax imposed at a rate of .75%, beginning January 1, 2021, with the additional revenues to be used “PURELY FOR POLICE”; and

WHEREAS, this ballot issue will appear as “Ballot Issue 2E” on the election ballot; and

WHEREAS, if Ballot Issue 2E is approved by voters, the new revenue generated by the additional sales and use tax would be **dedicated purely to police, and used for no other purpose**; and

WHEREAS, if the Town continues to operate as-is, in 10 years the police budget is projected to nearly triple and take up over 50% of the Town’s general fund, which will require service cuts in other areas; and

WHEREAS, if Ballot Issue 2E is approved by voters, Mead Police Department will be able to add personnel, training and equipment to expand community policing efforts and the school resource officer program; and continue to provide 24/7 police coverage and emergency response services; and

WHEREAS, by adoption of Resolution No. 82-R-2020, the Board of Trustees memorialized its unanimous support of the “PURELY FOR POLICE” ballot measure and urged all registered electors of the Town to vote “YES” on Ballot Issue 2E at the upcoming November 3rd election; and

WHEREAS, because the funds raised by the “PURELY POLICE” ballot issue will be retained in a **segregated account separate from all other Town financial accounts and be used to pay for supporting the Mead Police Department only**, the Mead Urban Renewal Authority (the “**Authority**”) also supports the passage of Ballot Issue 2E and joins the Board of Trustees in urging all registered electors of the Town to vote “YES” on Ballot Issue 2E at the upcoming November 3, 2020 election.

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

Section 1. The Town of Mead Urban Renewal Authority hereby supports the PURELY POLICE ballot measure (Ballot Issue 2E) and urges all registered electors of the Town to vote “YES” on Ballot Issue 2E at the November 3, 2020 election.

Section 2. Effective Date. This resolution shall become effective immediately upon adoption.

Section 3. 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 12TH DAY OF OCTOBER, 2020.

ATTEST:

**TOWN OF MEAD URBAN RENEWAL
AUTHORITY**

Mary E. Strutt, Clerk

Colleen G. Whitlow, Chairperson



Mead Urban Renewal Authority Agenda Item Summary

MEETING DATE: October 12, 2020

SUBJECT: 2021 Proposed Budget Presentation

PRESENTED BY: Helen Migchelbrink, Executive Director

SUMMARY

The proposed budget for 2021 will be presented to the Authority. Lorraine Trotter, Professional Management Systems, LLC, will review financial detail.

This will be the first draft of the budget for the Authority's review. Additional work sessions or meetings may be scheduled prior to the final presentation and public hearing which is scheduled for December 14, 2020.

STAFF RECOMMENDATION/ACTION REQUIRED

No formal action is required at this time.

ATTACHMENTS

None