



Barbara Kirkmeyer, Chair  
Beth Block  
Mark Grajeda, Vice Chair  
Kay Palmer Marsh  
Gary Montoya  
Vincent Ornelas  
Eugene Reynolds  
Carol Ruckel  
Zoe A. Stieber

## **AGENDA**

**Fort Lupton Urban Renewal Authority  
Regular Meeting  
Tuesday, May 17, 2016  
6:30 P.M.**

- 1. Call To Order – Roll Call**
- 2. Approval Of The Agenda**
- 3. Consent Agenda**
  - a. Approval of the Minutes of the May 3, 2016 Meeting
- 4. Public Comment**
- 5. New Business**
  - a. Account Payables
  - b. AM 2016-004: IGA with City of Fort Lupton
  - c. AM 2016-005: IGA with School District Weld RE-8
  - d. Intergovernmental Agreements
    - i. Library
    - ii. AIMS
    - iii. Water Districts
    - iv. Fire District
  - e. Discuss Small Business Interviews and Field Trips
  - f. New Building and Construction Improvements Update
- 6. Old Business**
- 7. Staff Reports**
  - a. Executive Director
  - b. City Liaisons
- 8. Board Reports**
- 9. Adjournment**

**RECORD OF PROCEEDINGS  
FORT LUPTON URBAN RENEWAL AUTHORITY  
MAY 3, 2016**

The Fort Lupton Urban Renewal Authority met at the City Complex, 130 South McKinley Avenue, the regular meeting place of the Board, on Tuesday, May 3, 2016. Authority member Barb Kirkmeyer called the meeting to order at 6:03 p.m. and invited everyone to join her in the Pledge of Allegiance.

**ROLL CALL**

City Clerk Nanette Fornof called roll. Those present were Mark Grajeda, Barbara Kirkmeyer, Eugene Reynolds, Carol Ruckel, Gary Montoya, and Zoe Stieber. Also present were City Administrator Claud Hanes, City Clerk Nanette Fornof and Planner Alyssa Knutson.

**APPROVAL OF AGENDA**

It was moved by Zoe Stieber and seconded by Mark Grajeda approving the agenda as presented. Motion carried unanimously.

**CONSENT AGENDA**

The following was on the Consent Agenda: Approval of the Minutes of the April 19, 2016 Meeting.

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

**PERSON TO ADDRESS THE AUTHORITY**

No one signed up to address the Authority.

**NEW BUSINESS**

**Discussion with City Council Members**

Chairperson Barbara Kirkmeyer stated the bylaws states FLURA and City officials should get together on an annual basis. The discussion included economic development, working together on projects and approving the Intergovernmental Agreement. One of City Council's reason for establishing the Fort Lupton Urban Renewal Authority was to work on the Downtown Revitalization.

As part of the Intergovernmental

**Presentation from UpState Colorado**

Rich Warren of UpState Colorado provided information about their role with Urban Renewal Authorities. Usually a business is looking for property that is ready to build on. This would include sewer, water and other amenities installed and ready to use. FLURA should provide to

**RECORD OF PROCEEDINGS  
FORT LUPTON URBAN RENEWAL AUTHORITY  
MAY 3, 2016**

UpState an inventory of property available for development. Mr. Warren indicated he had the opportunity to drive around the city and identified some opportunities that could be addressed to help with façade improvements within the city. There was the discussion about sending out a survey to see how the citizens feel about Fort Lupton. Mr. Warren's opinion was to host a survey face-to-face with property owners, citizens and business owners. It was also suggested the FLURA members take a field trip and go see other URA projects; Castle Rock, Pueblo to name a few. Mr. Warren indicated UpState Colorado is available to help in anyway.

Ms. Kirkmeyer provided information about the Fastlane 2016 Grant. The proposed grant that was submitted is titled the Centennial Highway (US85) Betterments, which includes the corridor of Weld County 18 and Highway 85. This could help this area for future growth and possibly the use of FLURA funds.

**Intergovernmental Agreements**

**AM 2016-004, RESOLUTION NO. 2016URAXXX AUTHORIZING THE CHAIRPERSON OF THE FORT LUPTON URBAN RENEWAL AUTHORITY TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF FORT LUPTON**

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

During the discussion it was determined that for this proposed IGA to take effect, it requires approval from the FLURA Board authorizing the signature of the FLURA Chair.

The Authority would like additional verbiage added to the IGA; any future voter approved debt would be a pass through.

It was moved by Carol Ruckel and Mark Grajeda to table this item till the May 17, 2016 agenda. Motion carried by a roll call vote.

**Fort Lupton Fire District Agreement**

Attorney John Dent was available to answer any questions and provide information to the Authority. He understands there have been many versions of the Intergovernmental Agreement; one requesting debt service be considered as a pass through, one requesting a mill levy pass through and one where the District would pay \$75,000 and then be exempt from FLURA.

Authority member Carol Ruckel voiced her opinion on all the pass through and what would be left for the Authority to work with. The Authority needs to have a base to work from and for.

**RECORD OF PROCEEDINGS  
FORT LUPTON URBAN RENEWAL AUTHORITY  
MAY 3, 2016**

The Fire District understands the roll of the Authority; however, does have an obligation to the level of service the citizens require. Both parties feel Capitan Lienweber and a couple of Authority members should meet to discuss what options everyone has.

This agenda item will be presented to the Authority at their May 17, 2016, meeting.

**Weld County's Agreement**

Chairperson Kirkmeyer provided the Authority with a copy of the update Weld County's agreement and stated the paragraph #3 was removed from the agreement. The amendments have been simply written. If the Authority is in favor of the amendments, Ms. Kirkmeyer will have the County Attorney review the document and then have the County vote on the agreement. The proposed agreement, she feels wouldn't jeopardize the relationship with the County.

**Meeting time**

The regular meeting time of the Authority was changed to 6:30p.m.

**New building and Construction Improvements Update**

Wendy's has pulled the foundation permit; opening is anticipated to be in September. New housing construction building permits have increased. Nothing new to report on the hotel situation across from Safeway. There is a possibility the owner is going to sell the property.

Staff will be following the Fastlane Application and report at a later date.

**OLD BUSINESS**

No reports.

**STAFF REPORTS**

**Executive Director** Claud Hanes stated again the Wendy's update, a new Retail Liquor License was issued and the Star Theater has had a face lift.

**Alyssa Knutson, Planner** had no report.

**Aaron Herrera** had no report.

**BOARD REPORTS**

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

**RECORD OF PROCEEDINGS  
FORT LUPTON URBAN RENEWAL AUTHORITY  
MAY 3, 2016**

**Chairperson Kirkmeyer** inquired about what items could be added to the next agenda; Field Trips, Interviews with local businesses.

Also, staff will be in touch with the other District to see if IGA's are needed.

There being no further business, the meeting adjourned at 8:24 p.m. The next FLURA meeting will be held on May 17, 2016.

Respectfully submitted,

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Nanette S. Fornof, City Clerk

Approved by Fort Lupton Urban Renewal Authority

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Barbara Kirkmeyer, Chairperson

DRAFT

**Murray Dahl Kuechenmeister & Renaud LLP**

Attorneys at Law  
710 Kipling Street, Suite 300  
Lakewood, CO 80215

Ph:303-493-6670

Fax:

April 30, 2016

Fort Lupton Urban Renewal Authority  
130 S. McKinley Ave  
Fort Lupton, CO 80621

**Attention:** Leann Perino

Matter #: 16-242

Inv #: 13021

**RE:** General Counsel

DATE	DESCRIPTION	ATTY	RATE	HOURS	AMOUNT
Apr-05-16	Board meeting	MMM	\$250.00	4.00	1,000.00
Apr-19-16	Review and annotate IGA's	MMM	\$250.00	1.00	250.00
	Board meeting	MMM	\$250.00	4.00	1,000.00
Apr-21-16	Revise school district and county IGA's; draft City IGA	MMM	\$250.00	1.00	250.00
	Totals			10.00	\$2,500.00

**DISBURSEMENTS**

Mar-31-16	Mileage to/from Fort Lupton 3/15/16 60 @ 0.54			32.40	
Apr-29-16	Mileage to/from Fort Lupton 4/19/16 60 @ 0.54			32.40	
	Totals			\$64.80	

**Total Fee & Disbursements**

**\$2,564.80**

**Balance Now Due**

**\$2,564.80**

TAX ID Number 20-1943771

FLURA - Apr '16 legal  
89-750-53120, \$ 2,564.80  
OK

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AM 2016-004

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

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I. **Agenda Date:** *Board Meeting – May 17, 2016*

II. **Attachments:**

- A. *Resolution No. 2016URAXXX*
- B. *FLURA/Fort Lupton IGA*
- C. *Redline Updates Showing Addition of Future Mill Levy Exemption Language*

III. **Issue/Request:**

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

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

IV. **Alternatives/Options:**

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

V. **Financial Considerations:**

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

VI. **Legal / Political Considerations:**

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

VII. **Staff Recommendation:**

*Staff is choosing to stay neutral on this topic.*

**RESOLUTION NO. 2016URAxxx**

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

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

**WHEREAS**, the intergovernmental agreement excludes the TIF Revenues calculated, produced, allocated and transferred to FLURA upon taxable property within the FLURA Plan from future mill levies that eligible electors of the City may approve on future ballot issues regarding mill levies to support the issuance of additional general obligation bonds for various municipal purposes; and

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

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

**APPROVED AND PASSED BY THE FORT LUPTON URBAN RENEWAL AUTHORITY THIS 17<sup>th</sup> DAY OF MAY 2016.**

Fort Lupton Urban Renewal Authority

\_\_\_\_\_  
Barbara Kirkmeyer, Chair

Approved as to form:

Attest:

\_\_\_\_\_  
Malcolm Murray, Attorney

\_\_\_\_\_  
Nanette Fornof, Secretary

**INTERGOVERNMENTAL AGREEMENT REGARDING DEBT AND OPERATING  
MILL LEVY ALLOCATION**

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

**RECITALS**

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

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

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

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

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

F. FLURA and the City acknowledge that the eligible electors of the City may approve future ballot issues regarding mill levies to support the issuance of additional general obligation bonds for various municipal purposes (“Future Mill Levies”).

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

FLURA Plan and the City's ability to provide City services and facilities therein.

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

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

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

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

2. Mill Levies Allocation. FLURA and the City acknowledge that in 2002, the eligible electors of the City approved a ballot issue authorizing the Rec Center Mill Levies identified in Paragraph E of the recitals to this Agreement. FLURA agrees to deposit into the Account all of the increase in property tax TIF Revenues calculated, produced, allocated and transferred to FLURA solely as a result of the levy by the City of the Rec Center Mill Levies and Future Mill Levies upon taxable property within the FLURA Plan pursuant to and in accordance with Section 31-25-107(9)(a)(II) of the Act and the rules and regulations of the Property Tax Administrator of the State of Colorado (the "Mill Levies Allocation").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Notice given by mail shall be effective upon mailing.

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

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

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

ATTEST:

CITY OF FORT LUPTON

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

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

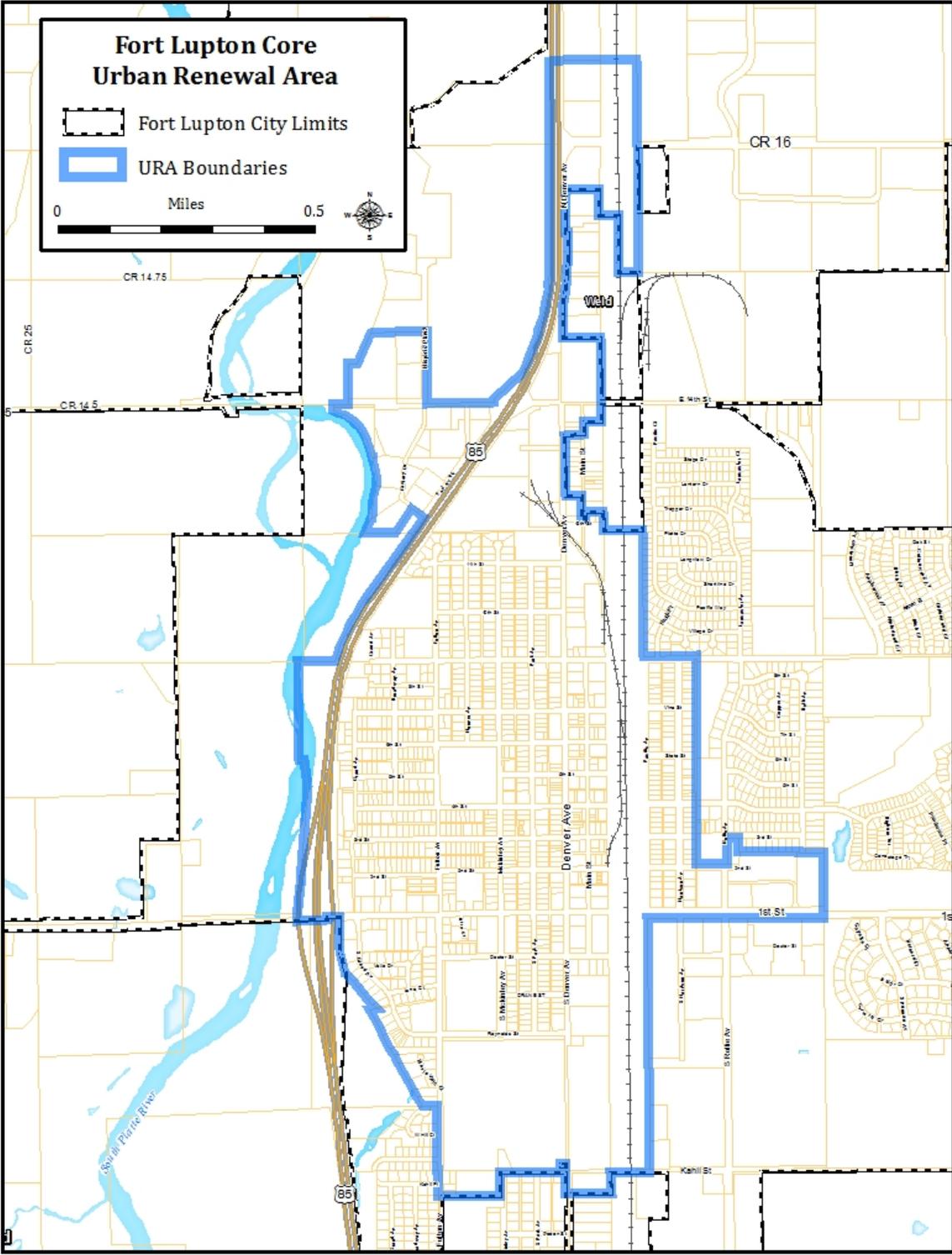
ATTEST:

FORT LUPTON URBAN RENEWAL  
AUTHORITY

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

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

**Exhibit A**  
**Area within the FLURA Plan**



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

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

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

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

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

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F. FLURA and the City acknowledge that the eligible electors of the City may approve future ballot issues regarding mill levies to support the issuance of additional general obligation bonds for various municipal purposes (“Future Mill Levies”).

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FLURA Plan may hinder the effectuation of the Plan and urban renewal projects within the FLURA Plan and the City's ability to provide City services and facilities therein.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Notice given by mail shall be effective upon mailing.

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

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

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

\_\_\_\_\_

ATTEST:

CITY OF FORT LUPTON

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

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

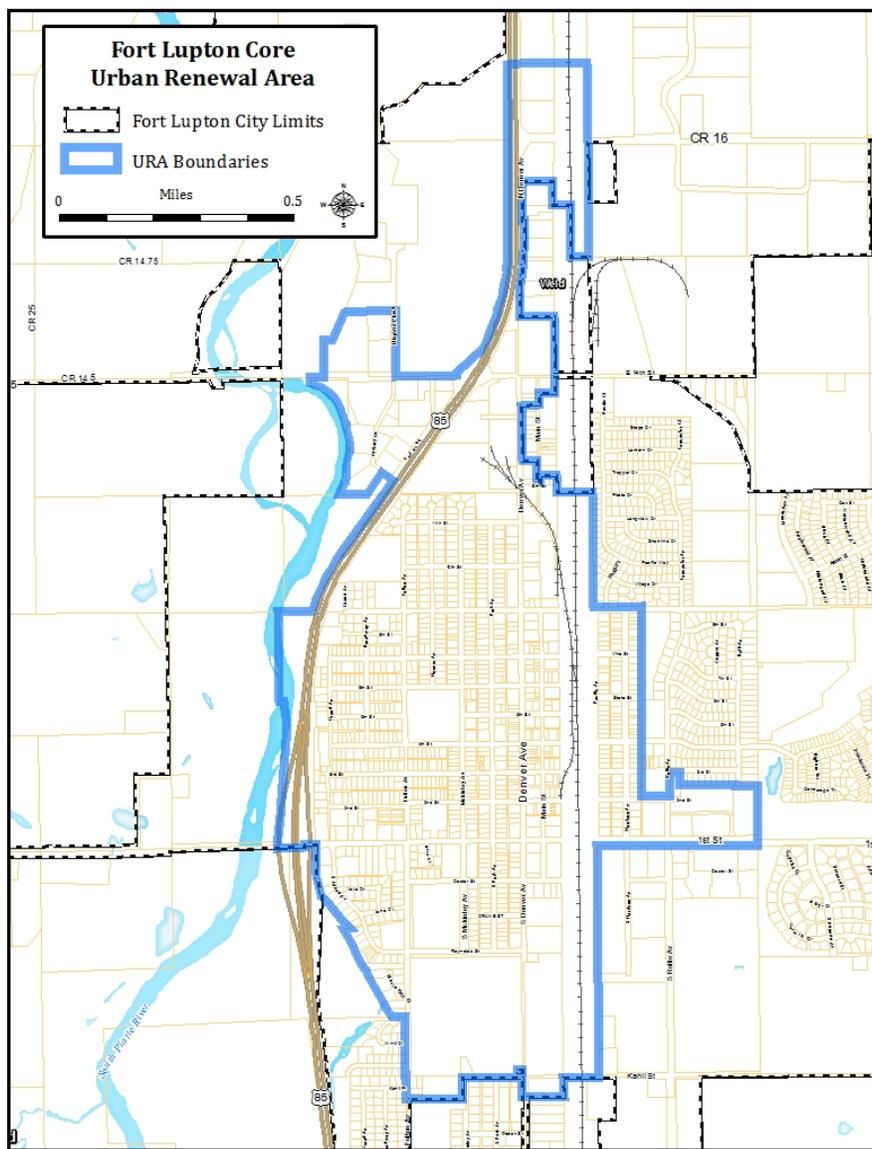
ATTEST:

FORT LUPTON URBAN RENEWAL  
AUTHORITY

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

By: \_\_\_\_\_  
-Chairperson

**Exhibit A**  
**Area within the FLURA Plan**



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AM 2016-005

**RESOLUTION NO. 2016URAXXX AUTHORIZING THE CHAIR OF THE FORT LUPTON URBAN RENEWAL AUTHORITY TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH WELD COUNTY SCHOOL DISTRICT RE-8**

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- I. **Agenda Date:** *Board Meeting – May 17, 2016*
- II. **Attachments:** A. *Resolution No. 2016URAxXX*  
B. *FLURA/Weld RE-8 School District IGA with Exhibit*

III. **Issue/Request:**

*In 2015, FLURA was approached by Weld County School District RE-8 officials to discuss protecting the District's ability to pay back their voter-approved debts. Specifically, former Board of Education President, Mike Simone, and the District's Superintendent, John Hoag, asked FLURA to exclude current and future mill levy overrides and debt service mill levies, also known as ballot issues 3A and 3B, from the Fort Lupton Core Urban Renewal Plan.*

*FLURA's attorney drafted an IGA that was reviewed and approved by Weld County School District RE-8's attorney.*

IV. **Alternatives/Options:**

- 1. The Board may authorize execution of the IGA as presented.*
- 2. The Board may choose not to approve execution of the IGA and continue negotiating with Weld County School District RE-8.*

V. **Financial Considerations:**

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

VI. **Legal / Political Considerations:**

*The IGA has been reviewed and approved by both FLURA's and the District's legal counsel.*

*Politically, not authorizing execution of this IGA may create an unfavorable perception of FLURA within the community.*

VII. **Staff Recommendation:**

*Staff recommends approving resolution URA2016-XXX authorizing execution of an IGA with Weld County School District RE-8.*

**RESOLUTION NO. 2016URAxxx**

**A RESOLUTION OF THE FORT LUPTON URBAN RENEWAL AUTHORITY AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH WELD COUNTY SCHOOL DISTRICT RE-8.**

**WHEREAS**, the Fort Lupton Urban Renewal Authority (FLURA) and Weld County School District Re-8 (School District Re-8) have negotiated the terms of an intergovernmental agreement to exclude current and future mill levy overrides and debt service mill levies, also known as ballot issues 3A & 3B, from the Fort Lupton Core Urban Renewal Plan; and

**WHEREAS**, the terms of the aforementioned intergovernmental agreement were reviewed and approved by both FLURA’s attorney and School District Re-8’s attorney; and

**NOW THEREFORE BE IT RESOLVED** that the Fort Lupton Urban Renewal Authority hereby finds, determines and declares that this Resolution is necessary and that it serves a valid public purpose and authorizes the execution of the attached intergovernmental agreement between FLURA and School District Re-8.

**APPROVED AND PASSED BY THE FORT LUPTON URBAN RENEWAL AUTHORITY THIS 17<sup>th</sup> DAY OF MAY 2016.**

Fort Lupton Urban Renewal Authority

\_\_\_\_\_  
Barbara Kirkmeyer, Chair

Approved as to form:

Attest:

\_\_\_\_\_  
Malcolm Murray, Attorney

\_\_\_\_\_  
Nanette Fornof, Secretary

**INTERGOVERNMENTAL AGREEMENT FOR USE OF FLURA TIF REVENUES  
FOR SCHOOL DISTRICT PURPOSES**

This Intergovernmental Agreement (“Agreement”), is entered into effective the \_\_\_\_ day of \_\_\_\_\_, 2016 (the “Effective Date”), between the **FORT LUPTON URBAN RENEWAL AUTHORITY** (“FLURA”) and the **WELD COUNTY SCHOOL DISTRICT RE-8** (“School District”) (collectively referred to as the “Parties”).

**RECITALS**

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

B. The School District is a political subdivision of the State of Colorado.

C. FLURA’s and the City of Fort Lupton’s (“City”) jurisdictional boundaries lie within the boundaries of the School District, and the City’s resident children attend the School District’s schools located within and outside of the City.

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

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

G. FLURA and the School District acknowledge that in 2012, the eligible electors of the School District approved ballot issue 3A for a mill levy override in accordance with Public School Finance Act of 1994, Colorado Revised Statutes Title 22, Article 54, Part 1 (the “Mill Levy Override”), and ballot issue 3B for the issuance of general obligation bonds to finance the construction, renovation, and repair of School District facilities (the “Debt Service Mill Levy”).

H. FLURA and the School District acknowledge that in 2015, the eligible electors of the School District extended the Mill Levy Override for an additional ten years in accordance with Public School Finance Act of 1994, Colorado Revised Statutes Title 22, Article 54, Part 1, and approved a Debt Service Mill Levy to support the issuance of additional general obligation bonds

to finance the construction, renovation, and repair of School District facilities.

H. FLURA and the School District recognize that a division of taxes pursuant to C.R.S. § 31-25-107(9)(a) on property within the boundaries of the School District without an agreement concerning the sharing of TIF Revenue that result from the Mill Levy Override and the Debt Service Mill Levy on taxable property in the FLURA Plan may hinder the effectuation of the Plan and urban renewal projects within the FLURA Plan and the School District's ability to provide School District services and facilities therein.

I. FLURA and the School District therefore desire to enter into this Agreement for the transfer to the School District of property tax revenues that FLURA receives from the Mill Levy Override and the Debt Service Mill Levy on taxable property in the FLURA Plan.

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

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

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

2. Mill Levy Override Allocation. FLURA and the School District acknowledge that in 2012 and 2015, the eligible electors of the School District passed ballot issues, approving a mill levy override for general fund purposes in accordance with the Public School Finance Act of 1994, Colorado Revised Statutes Title 22, Article 54, Part 1 (the "Mill Levy Override") and that the eligible electors of the School District may pass measures authorizing similar Mill Levy Overrides in the future ("Future Mill Levy Overrides"). FLURA agrees to deposit into a separate account created for such purpose (the "Account"), all of the increase in property tax TIF Revenues calculated, produced, allocated and transferred to FLURA solely as a result of the levy by the School District of the Mill Levy Override and Future Mill Levy Overrides upon taxable property within the FLURA Plan pursuant to and in accordance with Section 31-25-107(9)(a)(II) of the Act and the rules and regulations of the Property Tax Administrator of the State of Colorado (the "Mill Levy Override Allocation").

3. Debt Service Mill Levy Allocation. FLURA and the School District acknowledge that in 2012 and 2015, the eligible electors of the School District approved ballot issues for the issuance of general obligation bonds to finance capital construction costs for School District facilities (the "Debt Service Mill Levy") and that the eligible electors of the School District may pass measures authorizing similar general obligation bonds in the future ("Future Debt Service Mill Levies"). FLURA agrees to deposit into the Account all of the increase in property tax TIF Revenues calculated, produced, allocated and transferred to FLURA solely as a result of the levy by the School District of the Debt Service Mill Levy and Future Debt Service Mill Levies upon taxable property within the FLURA Plan pursuant to and in accordance with Section 31-25-107(9)(a)(II) of the Act and the rules and regulations of the Property Tax Administrator of the

State of Colorado (the “Debt Service Mill Levy Allocation”). A bond issue for \$20.7 million is also on the ballot for November 3, 2015. If approved, it shall be treated in the same manner as the 2012 bond issue.

4. Accounting. Commencing with the month after the first month that TIF Revenues from the Mill Levy Override and the Debt Service Mill Levy and Future Mill Levy Overrides and Future Debt Service Mill Levies are collected by FLURA, FLURA shall transfer to the School District, on or before the 15<sup>th</sup> day of each month, all revenues received into such Account through the preceding month.

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

6. Use of Transferred TIF Revenues. The School District agrees to use property tax TIF Revenues transferred to it by FLURA pursuant to this Agreement solely for paying or reimbursing the costs, expenses and/or indebtedness incurred for the provision of School District facilities and services in the FLURA Plan, which may include area subsequently included in the FLURA Plan; provided, however, that nothing in this Agreement shall be construed as permitting the use of disbursed funds for purposes of paying School District administrative or instructional expenses.

7. School District Authority. Nothing in this Agreement shall be construed to limit the authority of the School District’s Board of Education to finally determine the location of schools and to construct and erect the necessary school buildings and structures.

8. Agreement Confined to Specified Revenue. This Agreement applies only to property tax TIF Revenue from the Mill Levy Override and the Debt Service Mill Levy and Future Mill Levy Overrides and Future Debt Service Mill Levies, if any, that is calculated, produced, allocated and transferred to FLURA within the FLURA Plan in accordance with C.R.S. § 31-25-107(9)(a)(II) and the rules and regulations of the Property Tax Administrator of the State of Colorado, and does not include any other revenues of FLURA. Without limiting the foregoing, it is specifically agreed that this Agreement does not apply to or require the allocation of any TIF Revenues realized from any current mill levies of the School District or any mill levies imposed in the future for the refunding of any School District debt existing as of the Effective Date. Further, this Agreement applies only to the FLURA Plan and area subsequently included in the FLURA Plan by a modification of the Plan approved by the Fort Lupton City Council.

9. Subordination. By written consent of the School District, as evidenced by a resolution approved by the Board of Education of the School District, the obligation of FLURA to transfer revenues to the School 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 FLURA for financing or refinancing, in whole or in part, any urban renewal project specified in the Plan.

10. 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, 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 FLURA to transfer to the School District Mill Levy Override Allocation revenues or Debt Service Mill Levy Allocation revenues as provided in this Agreement, as soon as the event causing such interruption shall no longer prevail, FLURA shall transfer the total amount of the effected Allocation that has been received by FLURA that is then in the Account, as determined according to the provisions of this Agreement.

11. Termination and Subsequent Legislation. This Agreement may be terminated at any time upon the mutual written agreement of FLURA and the School District. In addition, in the event of termination of the FLURA Plan, including its TIF Financing component, FLURA may terminate this Agreement by delivering written notice to the School District. FLURA may also terminate this Agreement by delivering written notice to the School District if the School District no longer provides any District services within the City of Fort Lupton. 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.

12. 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.

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

14. 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.

15. No Waiver of Immunities. Nothing contained herein shall be construed as a waiver,

in whole or in part, by any party hereto of the rights, protections, and privileges afforded under the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S. or under any other law, nor shall any portion of this Agreement be deemed to have created a duty of care which did not previously exist with respect to any person not a party to this Agreement.

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

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

18. 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.

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

20. Governing Law. This Agreement and the provisions hereof shall be governed by and construed in accordance with the laws of the State of Colorado.

21. 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.

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

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

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

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

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

ATTEST:

WELD COUNTY SCHOOL DISTRICT RE-8

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

By: \_\_\_\_\_  
President of the Board

ATTEST:

FORT LUPTON URBAN RENEWAL  
AUTHORITY

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

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

Exhibit A  
Area within the FLURA Plan

