

TOWN OF LYONS URBAN RENEWAL AUTHORITY

SHIRLEY F. JOHNSON COUNCIL CHAMBERS

LYONS TOWN HALL, 432 5TH AVENUE, LYONS, COLORADO

DRAFT AGENDA

THURSDAY, JANUARY 16, 2020 @ 6:00 PM

I. Roll Call And Pledge Of Allegiance

II. Consent Agenda

II.1. OCTOBER 24, 2019 LURA MEETING MINUTES

Documents:

[OCTOBER 24 2019 LURA MEETING MINUTES.PDF](#)

III. General Business

III.1. RESOLUTION 2020-1 - A RESOLUTION OF THE TOWN OF LYONS URBAN RENEWAL AUTHORITY APPROVING A TAX INCREMENT REVENUE AGREEMENT WITH THE TOWN OF LYONS REGARDING PROPERTY TAX INCREMENT UNDER THE EASTERN CORRIDOR URBAN RENEWAL PLAN

Documents:

[LURA RESO 2020-1 IGA WITH TOL.PDF](#)
[1.14.20 LYONS URA - TOWN OF LYONS - IGA FOR TAX INCREMENT REVENUE SHARING_\(20024249_3\).PDF](#)

III.2. RESOLUTION 2020-2 - A RESOLUTION OF THE TOWN OF LYONS URBAN RENEWAL AUTHORITY APPROVING A TAX INCREMENT REVENUE AGREEMENT WITH THE LYONS REGIONAL LIBRARY DISTRICT REGARDING PROPERTY TAX INCREMENT UNDER THE EASTERN CORRIDOR URBAN RENEWAL PLAN

Documents:

[LURA RESO 2020-2 IGA WITH LRLD.PDF](#)
[LYONS URA - LYONS REGIONAL LIBRARY - TAX INCREMENT REVENUE SHARING IGA EASTERN CORRIDOR PLAN_\(20179138_3\).PDF](#)

III.3. Executive Session – Potential To Adjourn Into Executive Session Pursuant To C.R.S. 24-6-402(4)(E) To Determine Positions Relative To Matters That Are Subject To Negotiation, Develop Strategy For Negotiations And Instruct Negotiators Regarding Intergovernmental Agreements

IV. Adjournment

"The Town of Lyons will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities. Persons needing accommodations or special assistance should contact the Town at hr@townoflyons.com as soon as possible, but no later than 72 hours before the scheduled event."

AGENDA
LYONS URBAN RENEWAL AUTHORITY REGULAR MEETING
TOWN OF LYONS
Thursday, October 24, 2019
6:00 pm – 7:00 pm

SHIRLEY F. JOHNSON COUNCIL CHAMBER
LYONS TOWN HALL, 432 5TH AVENUE, LYONS, COLORADO

1. Call to Order – Meeting called to order at 6:04 pm
2. Roll Call – Present: Commissioner Dreistadt, Commissioner Browning, Commissioner Roberts, Commissioner Farrell, Commissioner Siegrist, Commissioner Krezek, Commissioner Miller
Absent: Commissioner Sullivan, Commissioner Greenberg, Commissioner Beck, Commissioner Karavas
Also, present: Executive Director Simonsen, Deputy Clerk Vasquez, Finance Director Johnson
3. Consideration of Minutes from last meetings
 - a) October 7, 2019 LURA Meeting Minutes – Commissioner Farrell motion to approve, Commissioner Siegrist Second – Passes Unanimously
Attorney Quander joined the meeting at 6:07
4. General Business
 - a) Public Hearing - Resolution 2019-3, a Resolution of the Town of Lyons Urban Renewal Authority Adopting a Budget for the Calendar Year Beginning the First Day of January 2020 and ending on the Last Day of December 2020. – Finance Director Johnson presented budget summary (see attached) re property taxes, revenues, reallocating funds from general fund to cover attorney fees. Additional 20K for attorney fees and 2% administrative fees. Balanced budget with reserve of \$1,650.00 coming into 2019; Not for 2020. Commissioner Browning stated given amount of money the town has invested, I would really like to see an example/model of URA in Colorado that has been successful in development, not a big project, but development that piecemeals over time. At what point in that process can the URA successfully issue bonds at an acceptable rate of interest. I need a working model, where are we going. Attorney Quander stated Urban Renewal has changed especially within the last five years. Arvada is an example, larger area, but they did it more prospectively. Did redevelopment projects and I can try to get plan/maps for you. Will ask their admin when they hit that tipping point. Denver and Aurora also, but they are much bigger municipalities. Ft Collins could not issue bonds; the city did a 5-million-dollar loan for the Prospect Station Project – which included 110 properties; it has been so successful they are refinancing early. Commissioner Browning asked when is the URA going to turn to the Town and ask for a loan; or issue bonds. Lyons is not Arvada or Ft. Collins, we have huge issues facing our town, the sewer plant, streets etc. The URA needs to really have a conversation on if this is feasible. How likely is it that the town is going to be asked to step up? Executive Director Simonsen stated, the developer can finance it and then ask for reimbursement. Commissioner Dreistadt stated it would create an initial leap in TIFF, because there is nothing there now. It will go from Agriculture Zoning to Commercial. Commissioner Browning stated but we don't even know what he is going to do. Attorney Quander stated it is helpful to look at example projects/planning areas. There are risks in issuing bonds, risks for developers. It is much more URA driven. I think you are asking very fair questions. Chair Dreistadt opened Public hearing at 6:22pm; no speakers, closed Public Hearing at 6:22 pm. Commissioner Browning motion to approve Resolution 2019-3, Commissioner Roberts second. Motion Passes Unanimously.
 - b) Discussion to set November LURA Meeting – Executive Director Simonsen stated the fourth Thursday is Thanksgiving, can we hold in on 11/21? It's the week before, keeps us moving along with the negotiations. Commissioner Roberts will be unable to attend; out the 19th-29th. Board agrees to meet November 21st at 6pm.

5. Executive Session - Consideration of a motion to adjourn into Executive Session Pursuant to C.R.S. § 24-6-402(4)(e) to Determine Positions Relative to Matters that are Subject to Negotiation, Develop Strategy for Negotiations and Instruct Negotiators Regarding Intergovernmental Agreements – Commissioner Farrell motion to enter into executive session Seconded by Commissioner Miller Motion Passes Unanimously. Entered into executive session at 6:25 pm.
6. Adjournment
Meeting adjourned at 7:20 pm

Respectfully Submitted By:

Dolores M. Vasquez, CMC
Deputy Town Clerk

Chair Connie Sullivan

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TOWN OF LYONS URBAN RENEWAL AUTHORITY

RESOLUTION NO. 2020-1

**A RESOLUTION OF THE TOWN OF LYONS URBAN RENEWAL AUTHORITY
APPROVING A TAX INCREMENT REVENUE AGREEMENT WITH THE TOWN OF
LYONS REGARDING PROPERTY TAX INCREMENT UNDER THE EASTERN
CORRIDOR URBAN RENEWAL PLAN**

WHEREAS, by Resolution No. 2015-46, on May 18, 2015, the Town of Lyons Board of Trustees (the “Board”) established the Town of Lyons Urban Renewal Authority (the “Authority”), under and in accordance with the Colorado Urban Renewal Law, Colorado Revised Statutes (“C.R.S.”) § 31-25-101, *et seq.* (the “Urban Renewal Law”); and

WHEREAS, along with a Confirmation Study (the “Confirmation Study”) to confirm the continued existence of certain blight findings in the 2015 Lyons Area Urban Renewal Area Conditions Study (the “Conditions Study”), the Board directed Authority staff to prepare a proposed urban renewal plan (“Urban Renewal Plan”) for the area legally described in the Urban Renewal Plan and commonly referred to as the Eastern Corridor (“Plan Area”), and that the Urban Renewal Plan describe an urban renewal project for the elimination and prevention of the blight identified in the Conditions Study and confirmed in the Confirmation Study that includes a proposal for offering tax increment financing by retaining the incremental property tax revenues from other taxing entities levying a tax in the Plan Area as a tool to fund improvements in and around the Plan Area to stimulate and leverage private development in the Plan Area; and

WHEREAS, the Board directed the Authority’s Executive Director to provide notice to all affected taxing entities pursuant to C.R.S. § 31-25-107(9.5)(a) of the Urban Renewal Plan and the Authority’s intent to begin negotiations with the representatives of these boards to reach agreement on how the incremental property tax revenues generated in the Plan Area will be shared; and

WHEREAS, as result of negotiations with the Town of Lyons (the “Town”), the “Intergovernmental Agreement for Tax Increment Revenue Sharing by and between the Town of Lyons Urban Renewal Authority and the Town of Lyons” attached as Exhibit “A” and incorporated herein by reference has been negotiated between the Authority and the Town (the “Tax Increment Revenue Agreement”); and

WHEREAS, Article XIV, Section 18 of the Colorado Constitution, C.R.S. § 29-1-201, *et seq.* and C.R.S. § 31-25-112 of the Urban Renewal Law, provide for and encourage urban renewal authorities and governmental entities within Colorado to make the most efficient and effective use of their powers and responsibilities by cooperating with each other to accomplish specific public purposes; and

WHEREAS, the Authority and the Town have determined that it is in the best interests of both parties to enter into the Tax Increment Revenue Agreement to cure conditions of blight, facilitate the redevelopment of the Plan Area, ensure construction of necessary improvements,

and properly handle and apportion the property tax increment revenues, as more fully set forth in the Tax Increment Revenue Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF THE TOWN OF LYONS URBAN RENEWAL AUTHORITY:

Section 1. That the Authority hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. That the Authority hereby approves the Tax Increment Revenue Agreement; provided however, that this approval is conditioned upon and subject to the Town Board of Trustees' future consideration and approval of the Urban Renewal Plan.

Section 3. That the Chair is authorized to enter into the Tax Increment Revenue Agreement on the Authority's behalf in substantially the form attached as Exhibit "A," subject to minor modifications as the Chair, in consultation with the Authority's Executive Director and the Authority's Attorney, may determine to be necessary and appropriate to protect the interests of the Authority or to effectuate the purposes of this Resolution.

Section 4. This Resolution shall be effective upon approval of the Authority.

Adopted this _____ of January, 2020.

TOWN OF LYONS URBAN RENEWAL
AUTHORITY

By: _____
Connie Sullivan, Chair

ATTEST:

Dolores Vasquez, Authority Clerk

APPROVED AS TO FORM:

By: _____
Caitlin Quander, Authority Counsel

EXHIBIT A
TAX INCREMENT REVENUE AGREEMENT

[Attached]

**INTERGOVERNMENTAL AGREEMENT FOR TAX INCREMENT REVENUE
SHARING
BY AND BETWEEN
THE TOWN OF LYONS URBAN RENEWAL AUTHORITY
AND
THE TOWN OF LYONS**

This Intergovernmental Agreement (“**Agreement**”), is entered into effective as of the ____ day of _____, 2020 (the “**Effective Date**”), by and between the **TOWN OF LYONS URBAN RENEWAL AUTHORITY**, a body corporate and politic of the State of Colorado (“**LURA**”), whose address is 432 5th Avenue, P.O. Box 49, ATTN: Executive Director, Lyons, CO, 80540, and the **TOWN OF LYONS**, a municipal corporation of the State of Colorado (the “**Town**”), whose address is 432 5th Avenue, P.O. Box 49, ATTN: Town Administrator, Lyons, CO 80540. LURA and the Town may be referred to herein individually as a “**Party**” and may be collectively referred to herein as the “**Parties**.”

RECITALS

A. LURA 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**”).

B. The Board of Trustees (the “**Town Board**”) for the Town approved the creation of LURA on May 18, 2015 and, at that time, designated the Town Board as the LURA Board of Commissioners (the “**Commissioners**”), and on February 22, 2018 and at subsequent meetings, LURA accepted Commissioner appointments from Boulder County, the St. Vrain Valley School District and the special districts in conformance with the Act; and

C. The Town is a municipal corporation of the State of Colorado. The Town’s boundaries overlap LURA’s jurisdictional boundaries such that the Town has the authority to impose a mill levy within LURA’s jurisdictional boundaries.

D. The Town Board is anticipated to consider a Resolution approving the Urban Renewal Plan for the Eastern Corridor (the “**Plan**”), which, in addition to creating the Eastern Corridor Urban Renewal Area, authorizes the use of tax increment financing (“**TIF Financing**”) within the Eastern Corridor Urban Renewal Area (the “**TIF Area**”), as contemplated by C.R.S. § 31-25-107(9)(a).

E. The Act provides that taxes levied after the effective date of the approval of an urban renewal plan upon taxable real property in the area described in such urban renewal plan shall be divided each year 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 shall be allocated to and paid into a special fund of the applicable urban renewal authority, as more particularly described in the Act.

F. Pursuant to the Plan, taxes levied after the effective date of the Town Board’s approval of the Plan on taxable real property located within the TIF Area, as it currently exists or hereafter as it may be modified by expansion, shall be divided each year 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 LURA to pay the principal of, interest on, and any premiums due in connection with bonds of, loans or advances to, or indebtedness incurred by LURA for financing all undertakings and activities, or any combination thereof, required to carry out the Plan pursuant to the Act (“**Urban Renewal Project**”), or to make payments in accordance with an agreement executed pursuant to C.R.S. § 31-25-107(11).

G. In accordance with the Act (including the requirements of HB 15-1348 and SB 18-248), LURA and the Town desire to enter into this Agreement and recognize that a division of taxes pursuant to C.R.S. § 31-25-107(9)(a) on taxable real property within the boundaries of the Town without an agreement concerning the sharing of TIF Revenue may hinder (a) the effectuation of the Plan and the Urban Renewal Project to be located within the TIF Area, and (b) the Town’s ability to provide its services and facilities to its constituents. This Agreement addresses, among other things, the estimated impacts of the Plan on the Town’s services associated solely with the TIF Area.

H. The Parties agree that this division of TIF Revenue and LURA’s retention from such TIF Revenue does not hinder or substantially interfere with the effectuation of the Plan and the Urban Renewal Project to be located within the TIF Area, and does not substantially diminish the Town’s ability to provide its services and facilities to its constituents.

I. In consideration therefore, the Town expressly consents to the formation of the Eastern Corridor Urban Renewal Area.

J. LURA and the Town 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 between the Parties hereto as follows:

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

2. Impact Report. LURA has submitted to the Town a copy of the Tax Forecast and County Impact Report (“**Impact Report**”) required to be submitted to Boulder County by §31-25-107(3.5) of the Act, which includes a tax forecast for the Town, which addresses the following information concerning the impact of the Plan:

- (a) The increase in base value resulting from biennial general reassessments for twenty-five (25) year duration of the Plan (the “**Duration**”) in accordance with C.R.S. §31-25-107(9)(e) of the Act;
- (b) The duration of time estimated to complete the Urban Renewal Project is the twenty-five (25) year period of time specified in §31-25-107(9)(a) of the Act;
- (c) The estimated annual TIF Revenue to be generated in the TIF Area for the

duration of the Plan and the portion of such TIF Revenue to be allocated to fund the Urban Renewal Project are set forth in this Agreement and the Impact Report;

- (d) The estimate of the impact of the Urban Renewal Project on the Town's revenues and on the cost and extent of additional Town infrastructure and services required to serve development within the proposed TIF Area, and the benefit of improvements within the TIF Area to existing Town infrastructure;
- (e) A statement setting forth the method under which LURA will finance, or that agreements are in place to finance, any additional Town infrastructure and services required to serve development in the TIF Area for the period in which TIF Revenues are shared.
- (f) Although not analyzed as part of the Impact Report pursuant to the Act, the Parties have also considered, and this Agreement addresses, the legal limitations on the use of revenues belonging to the Parties, the Town and any taxing entity in accordance with HB 15-1348 and SB 18-248; and
- (g) Although not analyzed as part of the Impact Report, the Parties agree that this Agreement also addresses the other estimated impacts of the Urban Renewal Project on the Town and other taxing body services or revenues in accordance with C.R.S. §31-25-107(3.5) of the Act.

3. TIF Revenue Sharing.

- (a) LURA and the Town agree that LURA may retain and expend in furtherance of the Urban Renewal Project one hundred percent (100%) of the portion of TIF Revenues generated by the Town's mill levy received by LURA from the County Treasurer and paid into the Special Fund (the "**Town Increment**"), commencing on the date of approval by the Town of the Plan, and lasting for the Duration.
- (b) After deducting its Administrative Fee, if the Town's eligible electors approve a new or increased mill levy for any lawful purpose ("**Future Mill Levy**"), any revenue derived from the Future Mill Levy shall not be considered part of the Town Increment. Rather, upon approval by the eligible electors of the Town of a Future Mill Levy, the Town shall provide notification of the same to LURA. From the date of such notice until the expiration of the Duration, LURA shall annually deduct from the TIF Revenue it receives any revenues attributable to the Future Mill Levy, as applicable, and shall remit such revenues to the Town.
- (c) An administrative fee equal to one percent (1%) of the TIF Revenue as determined on an annual basis shall be retained by LURA (the "**Administrative Fee**"). Notwithstanding anything to the contrary set forth in this Agreement or in the Plan, LURA shall be entitled to retain the Administrative Fee to pay the reasonable and customary administrative costs of LURA incurred in connection with LURA's obligations under this Agreement including, but not limited to, the

collection, enforcement, disbursement, and administrative fees and costs related to TIF Revenue and the TIF Area.

4. Agreement Confined to Specified Revenue. In compliance with the requirements of the Act (including HB 15-1348 and SB 18-248), LURA and the Town have negotiated and agreed to the sharing of TIF Revenue as set forth herein. This Agreement applies only to TIF Revenue derived from imposition of real property taxes (land and improvements to land) in the TIF Area, if any, that is calculated, produced, allocated and transferred to LURA 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 LURA.

5. Sales Tax Revenues and/or Use Tax Revenues. The Parties acknowledge that, pursuant to the authorization in the Plan, in the future, some or all of Sales Tax Increment Revenues and/or Use Tax Increment Revenues (both as defined in the Plan) may be included within the definition of TIF Revenue for the remainder of the Duration upon the Town Board's receipt of a financing plan outlining the proposed amounts and purpose for which the Sales Tax Increment Revenues and/or Use Tax Increment Revenues is to be used and after the Town Board and the LURA Board vote to approve an intergovernmental agreement or cooperation agreement between the LURA and the Town setting forth the allocations. The Parties agree that the future approval of such intergovernmental agreement or cooperation agreement between the Parties will not be a substantial modification of the Plan, an addition of a new Urban Renewal Project, an alternation of the TIF Area, or a change in the mill levy or sales tax component of the Plan.

6. 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 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.

7. Termination and Subsequent Legislation. This Agreement may be terminated at any time upon the mutual written agreement of LURA and the Town. In addition, in the event of termination of the Plan, including, without limitation, the provisions of the Plan authorizing TIF Financing, LURA may terminate this Agreement by delivering written notice to the Town. LURA may also terminate this Agreement by delivering written notice to the Town if the Town no longer provides any services within the TIF Area. The Parties further agree that in the event legislation is adopted after the Effective Date of this Agreement that invalidates or materially or adversely affects 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.

8. 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.

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

10. 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.

11. 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, C.R.S. § 24-10-101, et seq., 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.

12. 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.

13. No Assignment. No Party may assign any of its rights or obligations under this Agreement without the express prior 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.

14. 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.

15. 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.

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

17. 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.

18. Notices. Any notice required by this Agreement shall be in writing. All notices, demands, requests and other communications required or permitted hereunder shall be in writing,

Party.

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

[Remainder of this page is left intentionally blank]

IN WITNESS WHEREOF, LURA and the Town have caused their duly authorized officials to execute this Agreement effective as of the Effective Date.

TOWN OF LYONS, a municipal corporation of the State of Colorado

By: _____
Title: _____

ATTEST:

By: _____,

TOWN OF LYONS URBAN RENEWAL AUTHORITY, body corporate and politic of the State of Colorado

By: _____
Title: _____

ATTEST:

By: _____

Exhibit A
Depiction of the TIF Area

[to be attached]

TOWN OF LYONS URBAN RENEWAL AUTHORITY

RESOLUTION NO. 2020-2

**A RESOLUTION OF THE TOWN OF LYONS URBAN RENEWAL AUTHORITY
APPROVING A TAX INCREMENT REVENUE AGREEMENT WITH THE LYONS
REGIONAL LIBRARY DISTRICT REGARDING PROPERTY TAX INCREMENT
UNDER THE EASTERN CORRIDOR URBAN RENEWAL PLAN**

WHEREAS, by Resolution No. 2015-46, on May 18, 2015, the Town of Lyons Board of Trustees (the “Board”) established the Town of Lyons Urban Renewal Authority (the “Authority”), under and in accordance with the Colorado Urban Renewal Law, Colorado Revised Statutes (“C.R.S.”) § 31-25-101, *et seq.* (the “Urban Renewal Law”); and

WHEREAS, along with a Confirmation Study (the “Confirmation Study”) to confirm the continued existence of certain blight findings in the 2015 Lyons Area Urban Renewal Area Conditions Study (the “Conditions Study”), the Board directed Authority staff to prepare a proposed urban renewal plan (“Urban Renewal Plan”) for the area legally described in the Urban Renewal Plan and commonly referred to as the Eastern Corridor (“Plan Area”), and that the Urban Renewal Plan describe an urban renewal project for the elimination and prevention of the blight identified in the Conditions Study and confirmed in the Confirmation Study that includes a proposal for offering tax increment financing by retaining the incremental property tax revenues from other taxing entities levying a tax in the Plan Area as a tool to fund improvements in and around the Plan Area to stimulate and leverage private development in the Plan Area; and

WHEREAS, the Board directed the Authority’s Executive Director to provide notice to all affected taxing entities pursuant to C.R.S. § 31-25-107(9.5)(a) of the Urban Renewal Plan and the Authority’s intent to begin negotiations with the representatives of these boards to reach agreement on how the incremental property tax revenues generated in the Plan Area will be shared; and

WHEREAS, as result of negotiations with the Lyons Regional Library District (the “District”), the “Intergovernmental Agreement for Tax Increment Revenue Sharing by and between the Town of Lyons Urban Renewal Authority and the Lyons Regional Library District” attached as Exhibit “A” and incorporated herein by reference has been negotiated between the Authority and the District (the “Tax Increment Revenue Agreement”); and

WHEREAS, Article XIV, Section 18 of the Colorado Constitution, C.R.S. § 29-1-201, *et seq.* and C.R.S. § 31-25-112 of the Urban Renewal Law, provide for and encourage urban renewal authorities and governmental entities within Colorado to make the most efficient and effective use of their powers and responsibilities by cooperating with each other to accomplish specific public purposes; and

WHEREAS, the Authority and the District have determined that it is in the best interests of both parties to enter into the Tax Increment Revenue Agreement to cure conditions of blight, facilitate the redevelopment of the Plan Area, ensure construction of necessary improvements,

and properly handle and apportion the property tax increment revenues, as more fully set forth in the Tax Increment Revenue Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF THE TOWN OF LYONS URBAN RENEWAL AUTHORITY:

Section 1. That the Authority hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. That the Authority hereby approves the Tax Increment Revenue Agreement; provided however, that this approval is conditioned upon and subject to the Town Board of Trustees' future consideration and approval of the Urban Renewal Plan.

Section 3. That the Chair is authorized to enter into the Tax Increment Revenue Agreement on the Authority's behalf in substantially the form attached as Exhibit "A," subject to minor modifications as the Chair, in consultation with the Authority's Executive Director and the Authority's Attorney, may determine to be necessary and appropriate to protect the interests of the Authority or to effectuate the purposes of this Resolution.

Section 4. This Resolution shall be effective upon approval of the Authority.

Adopted this _____ of January, 2020.

TOWN OF LYONS URBAN RENEWAL
AUTHORITY

By: _____
Connie Sullivan, Chair

ATTEST:

Dolores Vasquez, Authority Clerk

APPROVED AS TO FORM:

By: _____
Caitlin Quander, Authority Counsel

EXHIBIT A
TAX INCREMENT REVENUE AGREEMENT

[Attached]

**INTERGOVERNMENTAL AGREEMENT FOR TAX INCREMENT REVENUE
SHARING
BY AND BETWEEN
THE TOWN OF LYONS URBAN RENEWAL AUTHORITY
AND
LYONS REGIONAL LIBRARY DISTRICT**

This Intergovernmental Agreement (“**Agreement**”), is entered into effective as of the ____ day of _____, 2020 (the “**Effective Date**”), by and between the **TOWN OF LYONS URBAN RENEWAL AUTHORITY**, a body corporate and politic of the State of Colorado (“**LURA**”), whose address is 432 5th Avenue, P.O. Box 49, ATTN: Executive Director, Lyons, CO, 80540, and the **LYONS REGIONAL LIBRARY DISTRICT**, a Title 24 Library District and political subdivision of the State of Colorado (the “**DISTRICT**”), whose address is 451 4th Avenue, Lyons, Colorado, 80540. LURA and the District may be referred to herein individually as a “**Party**” and may be collectively referred to herein as the “**Parties**.”

RECITALS

A. LURA 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**”).

B. The Board of Trustees (the “**Town Board**”) for the Town of Lyons (the “**Town**”) approved the creation of LURA on May 18, 2015 and, at that time, designated the Town Board as the LURA Board of Commissioners (the “**Commissioners**”), and on February 22, 2018 and at subsequent meetings, LURA accepted Commissioner appointments from Boulder County, the St. Vrain Valley School District and the special districts in conformance with the Act; and

C. The District is a public body corporate and political subdivision of the State of Colorado. The District’s boundaries overlap LURA’s jurisdictional boundaries such that the District has the authority to impose a mill levy within LURA’s jurisdictional boundaries.

D. The Town Board is anticipated to consider a Resolution approving the Urban Renewal Plan for the Eastern Corridor (the “**Plan**”), which, in addition to creating the Eastern Corridor Urban Renewal Area, authorizes the use of tax increment financing (“**TIF Financing**”) within the Eastern Corridor Urban Renewal Area (the “**TIF Area**”), as contemplated by C.R.S. § 31-25-107(9)(a).

E. The Act provides that taxes levied after the effective date of the approval of an urban renewal plan upon taxable real property in the area described in such urban renewal plan shall be divided each year 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 shall be allocated to and paid into a special fund of the applicable urban renewal authority, as more particularly described in the Act.

F. Pursuant to the Plan, taxes levied after the effective date of the Town Board’s approval of the Plan on taxable real property located within the TIF Area, as it currently exists or hereafter as it may be modified by expansion, shall be divided each year 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 LURA to pay the principal of, interest on, and any premiums due in connection with bonds of, loans or advances to, or indebtedness incurred by LURA for financing all undertakings and activities, or any combination thereof, required to carry out the Plan pursuant to the Act (“**Urban Renewal Project**”), or to make payments in accordance with an agreement executed pursuant to C.R.S. § 31-25-107(11).

G. In accordance with the Act (including the requirements of HB 15-1348 and SB 18-248), LURA and the District desire to enter into this Agreement and recognize that a division of taxes pursuant to C.R.S. § 31-25-107(9)(a) on taxable real property within the boundaries of the District without an agreement concerning the sharing of TIF Revenue may hinder (a) the effectuation of the Plan and the Urban Renewal Project to be located within the TIF Area, and (b) the District’s ability to provide its services and facilities to its constituents. This Agreement addresses, among other things, the estimated impacts of the Plan on the District’s services associated solely with the TIF Area.

H. The Parties acknowledge that the eligible electors of the District have approved a general mill levy of 5.85 mills on taxable property within the District (“**Current Mill Levy**”), and District voters may approve additional tax changes in the future, including, but not limited to mill levies approved for bonded debt (“**Future Mill Levy**”). If the District's mill levy increases above the 5.85 mills, any revenue derived from the increased mill levy shall not be retained by the LURA and LURA shall take all required steps to remit such revenues to the District.

I. The Parties have agreed to a maximum amount of TIF Revenues generated by the District’s Current Mill Levy which may be received by LURA pursuant to this Agreement, which amount is Two Hundred and Fifteen Thousand Dollars (\$215,000) (the “**Cap**”), unless the Parties agree in writing to a different amount. The Authority shall use good faith efforts to calculate this amount as accurately as possible from the total TIF Revenues received from the County Assessor.

J. In consideration therefore, the District expressly consents to the formation of the Eastern Corridor Urban Renewal Area.

K. LURA and the 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 between the Parties hereto as follows:

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

2. Impact Report. LURA has submitted to the District a copy of the Tax Forecast and County Impact Report (“**Impact Report**”) required to be submitted to Boulder County by §31-25-107(3.5) of the Act, which includes a tax forecast for the District, which addresses the following information concerning the impact of the Plan:

- (a) The increase in base value resulting from biennial general reassessments for twenty-five (25) year duration of the Plan in accordance with C.R.S. §31-25-107(9)(e) of the Act;
- (b) The duration of time estimated to complete the Urban Renewal Project is the twenty-five (25) year period of time specified in §31-25-107(9)(a) of the Act;
- (c) The estimated annual TIF Revenue to be generated in the TIF Area for the duration of the Plan and the portion of such TIF Revenue to be allocated to fund the Urban Renewal Project are set forth in this Agreement and the Impact Report;
- (d) The estimate of the impact of the Urban Renewal Project on the District's revenues and on the cost and extent of additional District infrastructure and services required to serve development within the proposed TIF Area, and the benefit of improvements within the TIF Area to existing District infrastructure;
- (e) A statement setting forth the method under which LURA will finance, or that agreements are in place to finance, any additional District infrastructure and services required to serve development in the TIF Area for the period in which TIF Revenues are shared.
- (f) Although not analyzed as part of the Impact Report pursuant to the Act, the Parties have also considered, and this Agreement addresses, the legal limitations on the use of revenues belonging to the Parties, the Town and any taxing entity in accordance with HB 15-1348 and SB 18-248; and
- (g) Although not analyzed as part of the Impact Report, the Parties agree that this Agreement also addresses the other estimated impacts of the Urban Renewal Project on the District and other taxing body services or revenues in accordance with C.R.S. §31-25-107(3.5) of the Act.

3. TIF Revenue Sharing.

- (a) LURA and the District agree that LURA may retain and expend in furtherance of the Urban Renewal Project fifty percent (50%) of the portion of TIF Revenues generated by the District's Current Mill Levy received by LURA from the County Treasurer and paid into the Special Fund, and LURA shall transfer to the District fifty percent (50%) of the portion of TIF Revenues for the purposes of compensating the District for the services it will provide to the TIF Area (herein the "**Transfer Obligation**"). LURA may retain and expend the above-described percentage commencing on the date of approval by the Town of the Plan, and ending upon the earlier of: (1) the expiration of the twenty-five year period that the tax increment or tax allocation provisions will be in effect as specified in C.R.S. §31-25-107(9)(a) of the Act and the Plan; or (2) the date on which the Cap is reached, at which time the entire portion of TIF Revenues generated by the District's Current Mill Levy shall be provided to the District.

- (b) After deducting its Administrative Fee, if the District’s eligible electors approve a new or increased mill levy for any lawful purpose (“**Future Mill Levy**”), any revenue derived from the Future Mill Levy shall not be considered part of the TIF Revenue. Rather, upon approval by the eligible electors of the District of a Future Mill Levy, the District shall provide notification of the same to LURA. From the date of such notice until the twenty-five years have expired, LURA shall annually deduct from the TIF Revenue it receives any revenues attributable to the Future Mill Levy, as applicable, and shall remit such revenues to the District.
- (c) An administrative fee equal to one percent (1%) of the TIF Revenue as determined on an annual basis shall be retained by LURA (the “**Administrative Fee**”). Notwithstanding anything to the contrary set forth in this Agreement or in the Plan, LURA shall be entitled to retain the Administrative Fee to pay the reasonable and customary administrative costs of LURA incurred in connection with LURA’s obligations under this Agreement including, but not limited to, the collection, enforcement, disbursement, and administrative fees and costs related to TIF Revenue and the TIF Area. The Administrative Fee shall be deducted annually from the payments made to the District pursuant to the Transfer Obligation.

4. Agreement Confined to Specified Revenue. In compliance with the requirements of the Act (including HB 15-1348 and SB 18-248), LURA and the District have negotiated and agreed to the sharing of TIF Revenue as set forth herein. This Agreement applies only to TIF Revenue derived from imposition of real property taxes (land and improvements to land) in the TIF Area, if any, that is calculated, produced, allocated and transferred to LURA 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 LURA. The District agrees and acknowledges that the District is not entitled to and expressly disclaims any and all right, title or interest in and to any other taxes or revenues collected by LURA including, without limitation, any personal property tax, sales tax, or private improvement fees.

5. Consent. The District expressly waives and agrees not to object to: (a) the Town’s approval or the Commissioners’ recommendation of approval of the Plan, including, without limitation, its approval of the use of TIF Financing and collection of TIF Revenue, and (b) LURA’s imposition of any personal property tax, sales tax, private improvement fees or other fees in connection with the Plan or TIF Area. Except for the notices required by this Agreement, the District, as authorized by §31-25-107(9.5)(b) and §31-25-107(11) of the Act, hereby waives any provision of the Act that provides for notice to the District, requires any filing with or by the District, requires or permits consent from the District, or provides any enforcement right to the District, provided, however, the District shall have the right to enforce this Agreement.

6. Subordination. By written consent of the District, as evidenced by a future resolution or resolutions approved by the Board of Directors of the District, the Transfer Obligation 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 LURA for financing or refinancing, in whole or in part, any urban renewal project specified in

the Plan.

7. 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 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 LURA to transfer to the District revenues as provided in this Agreement, as soon as the event causing such interruption shall no longer prevail, LURA shall transfer the total amount of the effected revenues that have been received by LURA that is then in the account, as determined according to the provisions of this Agreement.

8. Termination and Subsequent Legislation. This Agreement may be terminated at any time upon the mutual written agreement of LURA and the District. In addition, in the event of termination of the Plan, including, without limitation, the provisions of the Plan authorizing TIF Financing, LURA may terminate this Agreement by delivering written notice to the District. LURA may also terminate this Agreement by delivering written notice to the District if the District no longer provides any services within the TIF Area. The Parties further agree that in the event legislation is adopted after the Effective Date of this Agreement that invalidates or materially or adversely affects 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.

9. 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.

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

11. 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.

12. 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, C.R.S. § 24-10-101, et seq., 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.

13. 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.

14. No Assignment. No Party may assign any of its rights or obligations under this Agreement without the express prior 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.

15. 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.

16. 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.

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

18. 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.

19. Notices. Any notice required by this Agreement shall be in writing. All notices, demands, requests and other communications required or permitted hereunder shall be in writing, and shall be (a) personally delivered with a written receipt of delivery; (b) sent by a nationally-recognized overnight delivery service requiring a written acknowledgement of receipt or providing a certification of delivery or attempted delivery; (c) sent by certified or registered mail, return receipt requested; or (d) sent by confirmed electronic delivery with an original copy thereof transmitted to the recipient by one of the means described in subsections (a) through (c) no later than 5 business days thereafter. All notices shall be deemed effective when actually delivered as documented in a delivery receipt; provided, however, that if the notice was sent by overnight courier or mail as aforesaid and is affirmatively refused or cannot be delivered during customary business hours by reason of the absence of a signatory to acknowledge receipt, or by reason of a change of address with respect to which the addressor did not have either knowledge or written notice delivered in accordance with this paragraph, then the first attempted delivery shall be deemed to constitute delivery. Each Party shall be entitled to change its address for notices from time to time by delivering to the other Party notice thereof in the manner herein provided for the delivery of notices. All notices shall be sent to the addressee at its address set forth following its name below:

If to LURA:

Town of Lyons Urban Renewal Authority
Attention: Executive Director
432 5th Avenue

P.O. Box 49
Lyons, CO, 80540
Telephone: 303-823-6622
Email: vsimonsen@townoflyons.com

With a copy to: Brownstein Hyatt Farber Schreck
Attention: Caitlin Quander
410 17th Street Suite 2200
Denver, CO 80202
Telephone: 303-223-1233
Email: cquander@bhfs.com

If to the District: Lyons Regional Library District
Attn: Rebecca Schuh
451 4th Avenue
Lyons, Colorado 80540
Telephone: 303-823-5165
Email: rebecca@lyonsregionallibrary.com

With a copy to: Lyons Gaddis
Attn: John Chmil
PO Box 978
Longmont, Colorado 80502-0978
Telephone: 303-776-9900
Email: jchmil@lyonsgaddis.com

20. 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 C.R.S. § 24-11-101(1), such day shall be extended until the next day on which such banks and state offices are open for the transaction of business.

21. 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.

[Remainder of this page is left intentionally blank]

IN WITNESS WHEREOF, LURA and the District have caused their duly authorized officials to execute this Agreement effective as of the Effective Date.

LYONS REGIONAL LIBRARY DISTRICT, a political subdivision of the State of Colorado

By: _____
Title: _____

ATTEST:

By: _____,

TOWN OF LYONS URBAN RENEWAL AUTHORITY, body corporate and politic of the State of Colorado

By: _____
Title: _____

ATTEST:

By: _____

Exhibit A
Depiction of the TIF Area

[to be attached]