



MEAD URBAN RENEWAL AUTHORITY

441 3rd Street, Mead
Monday, January 27, 2025

AGENDA

5:30 PM

SPECIAL MEETING

In accordance with the Authority's Remote Participation and Remote Meeting Policy adopted on June 12, 2023 by Resolution No. 01-URA-2023, remote participation will be allowed. The meeting link will be provided on the Town's website/designated posting place at least 24 hours prior to the meeting.

1. Call to Order - Roll Call

Chair Colleen Whitlow
Commissioner David Adams
Commissioner Brooke Babcock
Commissioner Jeremiah R. Crane
Commissioner Brad Hagen
Commissioner Trisha Harris
Commissioner Herman Schranz
Representative Commissioner Sarah Hurianek
Representative Commissioner Scott James
Representative Commissioner Mountain View Fire Rescue District

2. Pledge of Allegiance to the Flag

3. Commissioner Appointment

a. **Resolution No. 01-URA-2025** – A Resolution of the Town of Mead Urban Renewal Authority Replacing the Mountain View Fire Protection District Representative on the Board of Commissioners of the Town of Mead Urban Renewal Authority

4. Review and Approve Agenda

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

6. Consent Agenda: *Consent Agenda items are considered to be routine and will be enacted by one motion and vote. There will be no separate discussion of Consent Agenda items unless a Board member so requests, in which case the item may be removed from the Consent Agenda and considered at the end of the Consent Agenda. Because the Consent Agenda includes Town payables (bills list/check register) and routinely includes contracts and other items involving the expenditure of Town funds, the town Clerk shall require a roll call vote on the Consent Agenda, as required by MMC Sec 2-2-190(a). Consent Agenda includes:*

a. Approval of Minutes Special Meeting December 9, 2024

b. December 2024 Preliminary Financial Statements

c. Check Register December 10, 2024 - January 27, 2025

d. **Resolution No. 09-R-2025**

Resolution No. 02-URA-2025

Resolution No. 01-H66-2025 – A Joint Resolution of the Town of Mead, Colorado, the Town of Mead Urban Renewal Authority, and the Town of Mead Highway 66 and I-25 General Improvement District Approving a Cooperation Agreement Regarding Tax Increment Revenue Sharing

7. Adjournment

In accordance with the Americans with Disabilities Act, persons who need accommodation in order to attend or participate in this meeting should contact the Town Clerk's Office at 970-805-4182 within 48 hours prior to the meeting in order to request such assistance.



Agenda Item Summary

MEETING DATE: January 27, 2025

SUBJECT: **Resolution No. 01-URA-2025** – A Resolution of the Town of Mead Urban Renewal Authority Replacing the Mountain View Fire Protection District Representative on the Board of Commissioners of the Town of Mead Urban Renewal Authority

PRESENTED BY: Mary Strutt, Clerk

SUMMARY

The Town of Mead Urban Renewal Authority Board of Commissioners includes three (3) representative commissioners from overlapping special districts in order to represent the collective interests of the county and all taxing bodies levying a mill levy within the boundaries of the Authority. Those three districts are Mountain View Fire Protection District (“MVFP”), Weld County and St Vrain Valley School District.

Commissioner Laura McConnell has served on the Board of Commissioners representing MVFP since April 10, 2017. As her term is ending with MVFP, there is a vacancy on the Commission. MVFP wishes to appoint Todd Venrick as their representative to serve on the MURA Board of Commissioners.

FINANCIAL CONSIDERATIONS

None.

STAFF RECOMMENDATION/ACTION REQUIRED

Staff recommends that Urban Renewal Authority appoint Todd Venrick as the Mountain View Fire Protection District Representative

Suggested Motion:

“I move to approve Resolution No. 01-URA-2025 – A Resolution of the Town of Mead Urban Renewal Authority Replacing the Mountain View Fire Protection District Representative on the Board of Commissioners of the Town of Mead Urban Renewal Authority”

ATTACHMENTS

Resolution No. 01-URA-2025
Commissioner Representative Selection Form

**TOWN OF MEAD URBAN RENEWAL AUTHORITY
RESOLUTION NO. 01-URA-2025**

**A RESOLUTION OF THE TOWN OF MEAD URBAN RENEWAL AUTHORITY
REPLACING THE MOUNTAIN VIEW FIRE PROTECTION DISTRICT
REPRESENTATIVE ON THE BOARD OF COMMISSIONERS OF THE TOWN OF MEAD
URBAN RENEWAL AUTHORITY**

WHEREAS, the Board of Commissioners (the “Board of Commissioners”) of the Town of Mead Urban Renewal Authority (the “Authority”), pursuant to the provisions of the Colorado Revised Statutes, has the power to pass resolutions and enter into contracts and agreements; and

WHEREAS, pursuant to §§ 31-25-104(2)(a)(I) and 107(9.7)(b), C.R.S., in order to represent the collective interests of the county and all taxing bodies levying a mill levy within the boundaries of the Authority, one additional Commissioner on the Board of Commissioners shall be appointed by the board of county commissioners of the county in which the territorial boundaries of the Authority are located, one additional Commissioner shall be a board member of a special district selected by agreement of the special districts levying a mill levy within the boundaries of the Authority, and one additional Commissioner shall be an elected member of a board of education of a school district levying a mill levy within the boundaries of the Authority; and

WHEREAS, the Mountain View Fire Protection District (the “District”) is a special district levying a mill levy within the boundaries of the Authority; and

WHEREAS, a vacancy exists for a Commissioner from the District (the “MVFP District Representative”) to serve on the Authority’s Board of Commissioners; and

WHEREAS, the District has recommended Todd Venrick to fill the MVFP District Representative position; and

WHEREAS, the Board of Commissioners is familiar with Mr. Venrick and finds it to be in the best interest of the Authority, its residents, and the general public to appoint Mr. Venrick to the Board of Commissioners.

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

Section 1. Appointment. Todd Venrick is hereby appointed to the Board of Commissioners of the Town of Mead Urban Renewal Authority as the Mountain View Fire Protection District Representative.

Section 3. Effective Date. This resolution shall become effective immediately upon adoption.

Section 4. Repealer. All resolutions, or parts thereof, in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution nor revive any resolution thereby.

Section 5. Certification. The Clerk shall certify to the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF MEAD URBAN RENEWAL AUTHORITY, THIS 27TH DAY OF JANUARY, 2025.

ATTEST:

**TOWN OF MEAD URBAN RENEWAL
AUTHORITY**

Mary E. Strutt, Clerk

Colleen G. Whitlow, Chairperson



MOUNTAIN VIEW FIRE RESCUE

BOARD OF DIRECTORS

3561 N. STAGECOACH ROAD, LONGMONT, CO 80504

Commissioner Representative Selection Form

By signature below, Mountain View Fire Protection District, Colorado, as an Overlapping Special District within the urban renewal plan area for the Town of Mead Urban Renewal Authority, hereby selects the representative indicated below, **who is also a board member of the Mountain View Fire Protection District**, to serve on the Town of Mead Urban Renewal Authority’s Board of Commissioners on behalf of the Overlapping Special Districts not otherwise represented within the urban renewal area pursuant to section 31-25-104(2.5), C.R.S.

Name of Representative for Board of Commissioners: Todd Venrick

Email Address of Representative: tvenrick@mvfpd.org

Telephone Number of Representative: 303-588-7364

MOUNTAIN VIEW FIRE PROTECTION DISTRICT, COLORADO

SIGNED: Laura McConnell






BY: Laura McConnell

POSITION: Board President

DATE: 12 / 30 / 2024

Title	Mead URA Letter
File name	2024_-_12.30_Mead...epresentative.pdf
Document ID	aca72b2036e7aa5a07bb1dad615396b1167bfd98
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History

-  **12 / 30 / 2024**
17:56:44 UTC
Sent for signature to Laura McConnell (lmccconnell@mvfpd.org) from powens@mvfpd.org
IP: 50.235.108.99
-  **12 / 30 / 2024**
17:58:12 UTC
A new document has been created based off of an existing document with ID aca72b2036e7aa5a07bb1dad615396b1167bfd98
IP: 50.235.108.99
-  **12 / 30 / 2024**
17:58:12 UTC
Edited by Pam Owens (powens@mvfpd.org)
IP: 50.235.108.99
-  **12 / 30 / 2024**
17:58:13 UTC
Signature request resent by Pam Owens (powens@mvfpd.org)
IP: 50.235.108.99
-  **12 / 30 / 2024**
18:43:04 UTC
Viewed by Laura McConnell (lmccconnell@mvfpd.org)
IP: 76.25.140.51

Title	Mead URA Letter
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Document ID	aca72b2036e7aa5a07bb1dad615396b1167bfd98
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History



12 / 30 / 2024
18:43:21 UTC

Signed by Laura McConnell (lmcconnell@mvpfd.org)
IP: 76.25.140.51



COMPLETED

12 / 30 / 2024
18:43:21 UTC

The document has been completed.



MEAD URBAN RENEWAL AUTHORITY

441 3rd Street, Mead
Monday, December 09, 2024

MINUTES

5:30 PM

SPECIAL MEETING

In accordance with the Authority’s Remote Participation and Remote Meeting Policy adopted on June 12, 2023 by Resolution No. 01-URA-2023, remote participation was enabled for the meeting.

Chair Colleen Whitlow called to order the Special Meeting of the Mead Urban Renewal Authority at 5:30 p.m.

1. Call to Order - Roll Call

Present

- Chair Colleen Whitlow
- Commissioner David Adams
- Commissioner Brooke Babcock
- Commissioner Jeremiah R. Crane
- Commissioner Brad Hagen
- Commissioner Trisha Harris
- Commissioner Herman Schranz
- Representative Commissioner Sarah Hurianek
- Representative Commissioner Scott James (via remote access)
- Representative Commissioner Laura McConnell

Absent

None

Also present: Executive Director Helen Migchelbrink, Clerk Mary Strutt, and Contract Authority Attorney Robert Rogers.

2. Pledge of Allegiance to the Flag

The assembly pledged allegiance to the flag.

3. Review and Approve Agenda

Motion was made by Commissioner Adams, seconded by Commissioner Hagen, to approve the agenda. Motion carried 10-0, on a roll call vote.

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

There was no public comment at this time.

5. Consent Agenda: Consent Agenda items are considered to be routine and will be enacted by one motion and vote. There will be no separate discussion of Consent Agenda items unless a Board member so requests, in which case the item may be removed from the Consent Agenda and considered at the end of the Consent Agenda. Because the Consent Agenda includes Town payables (bills list/check register) and routinely includes contracts and other items involving the expenditure of Town funds, the town Clerk shall require a roll call vote on the Consent Agenda, as required by MMC Sec 2-2-190(a). Consent Agenda includes:

- a. Approval of Minutes Special Meeting October 14, 2024
- b. October 2024 Financial Statements
- c. Check Register October 15, 2024 - December 9, 2024

Motion was made by Commissioner Babcock, seconded by Commissioner Harris, to approve the Consent Agenda. Motion carried 10-0, on a roll call vote.

6. Public Hearing

Chair Whitlow opened the public hearing at 5:34 p.m.

Administrative Services Director Mary Strutt and Lorraine Trotter, Professional Management Solutions, LLC, presented the 2025 Proposed Budget.

There was no public comment.

The Commissioners had no further comments.

Chair Whitlow closed the public hearing at 5:43 p.m.

- a. **Resolution No. 02-URA-2024** – A Resolution of the Town of Mead Urban Renewal Authority Summarizing Expenditures and Revenues and Adopting a Budget for the Town of Mead Urban Renewal Authority for the Fiscal Year Commencing on the First Day of January 2025 and Ending on the Last Day of December 2025

Motion was made by Commissioner Harris, seconded by Commissioner Schranz, to adopt Resolution No. 02-URA- 2024 – A Resolution of the Town of Mead Urban Renewal Authority Summarizing Expenditures and Revenues and Adopting a Budget for the Town of Mead Urban Renewal Authority for the Fiscal Year Commencing on the First Day of January 2025 and Ending on the Last Day of December 2025. Motion carried 10-0, on a roll call vote.

7. Adjournment

Motion was made by Commissioner Schranz, seconded by Commissioner Harris, to adjourn the meeting. Motion carried 10-0.

The Special Meeting of the Mead Urban Renewal Authority adjourned at approximately 5:43 p.m. on Monday, December 9, 2024.

Colleen G. Whitlow, Chair

ATTEST:

Mary E. Strutt, Clerk

TOWN OF MEAD
COMBINED CASH INVESTMENT
DECEMBER 31, 2024

Section 6, Item b.

COMBINED CASH ACCOUNTS

CASH ALLOCATION RECONCILIATION

20 ALLOCATION TO MEAD URBAN RENEWAL AUTHORITY	4,827,111.01
TOTAL ALLOCATIONS TO OTHER FUNDS	4,827,111.01
ZERO PROOF IF ALLOCATIONS BALANCE	4,827,111.01

TOWN OF MEAD
 BALANCE SHEET
 DECEMBER 31, 2024

Section 6, Item b.

MEAD URBAN RENEWAL AUTHORITY

ASSETS

20-01-0100	COMBINED CASH	4,827,111.01	
20-01-1301	A/R - MURA	210.53	
	TOTAL ASSETS		4,827,321.54

LIABILITIES AND EQUITY

LIABILITIES

20-02-2300	EMPLOYEE PENSION PAYABLE	926.77	
20-02-2301	SALARY WAGES PAYABLE	6,428.63	
20-02-2310	EMPLOYEE HEALTH INS. PAYABLE	1,332.99	
20-02-2314	401(A) CONTRIBUTIONS PAYABLE	290.41	
20-02-2400	FED. WITHHOLDING TAX PAYABLE	1,148.49	
20-02-2401	SOCIAL SECURITY TAX PAYABLE	1,141.28	
20-02-2402	MEDICARE TAX PAYABLE	266.90	
20-02-2403	STATE WITHHOLDING TAX PAYABLE	1,101.05	
20-02-2404	STATE UNEMPLOYMENT TAX PAYABLE	123.93	
	TOTAL LIABILITIES		12,760.45

FUND EQUITY

20-02-3001	FUND BALANCE	3,333,630.48	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	1,480,930.61	
	BALANCE - CURRENT DATE	1,480,930.61	
	TOTAL FUND EQUITY		4,814,561.09
	TOTAL LIABILITIES AND EQUITY		4,827,321.54

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

Section 6, Item b.

MEAD URBAN RENEWAL AUTHORITY

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>						
20-10-4050	TAX INCREMENT REVENUE (TIF)	37,204.78	3,829,766.84	3,980,644.00	150,877.16	96.2
	TOTAL TAXES	37,204.78	3,829,766.84	3,980,644.00	150,877.16	96.2
<u>FEES</u>						
20-11-4110	ADMINISTRATIVE FEE	5,059.25	20,237.00	20,237.00	.00	100.0
	TOTAL FEES	5,059.25	20,237.00	20,237.00	.00	100.0
<u>MISCELLANEOUS REVENUE</u>						
20-18-4619	INTEREST & DIVIDEND INCOME	16,436.97	207,951.00	229,413.00	21,462.00	90.6
	TOTAL MISCELLANEOUS REVENUE	16,436.97	207,951.00	229,413.00	21,462.00	90.6
	TOTAL FUND REVENUE	58,701.00	4,057,954.84	4,230,294.00	172,339.16	95.9
<u>ADMINISTRATION</u>						
20-40-5001	SALARIES & WAGES	27,099.46	233,923.92	241,344.00	7,420.08	96.9
20-40-5055	OVERTIME	25.61	192.05	.00	(192.05)	.0
20-40-5060	PAYROLL TAXES	1,719.38	16,107.09	18,463.00	2,355.91	87.2
20-40-5065	WORKERS COMP	277.06	2,793.25	1,857.00	(936.25)	150.4
20-40-5066	HEALTH INSURANCE	3,199.35	26,073.07	23,248.00	(2,825.07)	112.2
20-40-5067	DEFERRED COMP/RETIREMENT	1,676.40	14,028.15	14,574.00	545.85	96.3
20-40-5068	MEDICAL SAVINGS	80.24	681.02	672.00	(9.02)	101.3
20-40-5100	TIF REVENUE SHARING	27,101.90	2,194,974.44	2,284,837.00	89,862.56	96.1
20-40-5300	TELEPHONE	109.00	606.00	600.00	(6.00)	101.0
20-40-5320	GENERAL LIABILITY INSURANCE	.00	3,940.19	4,303.00	362.81	91.6
20-40-5340	PUBLISHED NOTICES	.00	28.13	100.00	71.87	28.1
20-40-5400	LEGAL FEES	.00	8,104.69	40,000.00	31,895.31	20.3
20-40-5401	CONSULTING FEES	1,723.58	12,997.72	15,229.00	2,231.28	85.4
20-40-5415	AUDIT FEES	.00	2,100.00	2,659.00	559.00	79.0
20-40-5425	COUNTY TREASURER'S FEE	622.10	51,788.12	59,710.00	7,921.88	86.7
20-40-5427	TIF ADVANCE	.00	5,686.39	1,100,000.00	1,094,313.61	.5
20-40-5460	ADMINISTRATIVE OVERHEAD	.00	.00	8,912.00	8,912.00	.0
20-40-5500	CAPITAL OUTLAY	.00	.00	100,000.00	100,000.00	.0
20-40-5700	MISC. EXPENSE	.00	.00	1,000.00	1,000.00	.0
20-40-5705	MILEAGE	500.00	3,000.00	3,000.00	.00	100.0
20-40-5999	OTHER PROJECTS	.00	.00	1,000,000.00	1,000,000.00	.0
	TOTAL ADMINISTRATION	64,134.08	2,577,024.23	4,920,508.00	2,343,483.77	52.4

TOWN OF MEAD
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

Section 6, Item b.

MEAD URBAN RENEWAL AUTHORITY

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL FUND EXPENDITURES	64,134.08	2,577,024.23	4,920,508.00	2,343,483.77	52.4
NET REVENUE OVER EXPENDITURES	(5,433.08)	1,480,930.61	(690,214.00)	(2,171,144.61)	214.6

Report Criteria:

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

Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Description	Check Amount
01/08/2025	38422	6948	Access 25 Metropolitan District No. 3	2023 REFUND	20-40-5100	1,938.46-	2023 TIF Refund	1,938.46-
01/08/2025	38449	6164	LIBERTY RANCH METRO DISTRICT	2023 REFUND	20-40-5100	86,335.10-	2023 TIF Refund	86,335.10-
12/30/2024	39237	6592	CPS HR Consulting	0015036	20-40-5401	419.58	Consulting	419.58
12/30/2024	39247	6163	HIGH PLAINS LIBRARY DIST.	2023 REFUND	20-40-5100	1,269.77	2023 TIF Refund	1,269.77
12/30/2024	39260	5576	MVFPD	2023 REFUND	20-40-5100	3,227.47	2023 TIF Refund	3,227.47
12/30/2024	39263	6109	NORTHERN COLO WATER CONSERV	2023 REFUND	20-40-5100	397.30	2023 TIF Refund	397.30
12/30/2024	39269	6798	Professional Management Solutions	85006	20-40-5401	528.00	Finance - MURA	528.00
12/30/2024	39275	6161	ST. VRAIN & LEFT HAND WATER CON	2023 REFUND	20-40-5100	558.60	2023 TIF Refund	558.60
12/30/2024	39276	4270	ST. VRAIN SANITATION DISTRICT	2023 REFUND	20-40-5100	125.94	2023 TIF Refund	125.94
12/30/2024	39277	4440	ST. VRAIN VALLEY SCHOOL DIST	2023 REFUND	20-40-5100	11,786.15	2023 TIF Refund	11,786.15
12/30/2024	39282	4530	TOWN OF MEAD	2023 REFUND	20-40-5100	2,288.85	2023 TIF Refund	2,288.85
12/30/2024	39289	4880	WELD COUNTY TREASURER	2023 REFUND	20-40-5100	2,388.57	2023 TIF Refund	2,388.57
01/08/2025	39293	6948	Access 25 Metropolitan District No. 3	2023 REFUND	20-40-5100	1,938.46	2023 TIF Refund	1,938.46
01/08/2025	39298	6164	LIBERTY RANCH METRO DISTRICT	2023 REFUND	20-40-5100	86,335.10	2023 TIF Refund	86,335.10
01/13/2025	39335	5558	MJT Communications	14218	20-40-6109	145.00	Computer - MURA	145.00
01/13/2025	39351	5736	THE HARTFORD-GROUP BENEFITS	924709975041	20-40-5066	111.19	STD / LTD Insurance	111.19
01/27/2025	39369	1050	CIRSA	250290	20-40-5320	996.39	GL Ins - MURA	996.39
01/27/2025	39387	6163	HIGH PLAINS LIBRARY DIST.	2023 REFUND	20-40-5100	14.10	2023 TIF Refund	14.10
01/27/2025	39397	5576	MVFPD	2023 REFUND	20-40-5100	35.85	2023 TIF Refund	35.85
01/27/2025	39400	6109	NORTHERN COLO WATER CONSERV	2023 REFUND	20-40-5100	4.41	2023 TIF Refund	4.41
01/27/2025	39406	6161	ST. VRAIN & LEFT HAND WATER CON	2023 REFUND	20-40-5100	6.20	2023 TIF Refund	6.20
01/27/2025	39407	4530	TOWN OF MEAD	2023 REFUND	20-40-5100	25.42	2023 TIF Refund	25.42
01/27/2025	39411	4880	WELD COUNTY TREASURER	2023 REFUND	20-40-5100	26.53	2023 TIF Refund	26.53
01/27/2025	39412	5884	WHITE BEAR ANKELE TANAKA & WAL	38620	20-40-5400	1,815.79	MURA Legal - Dec	1,815.79
01/09/2025	109251	5135	CEBT	INV 0071833	20-02-2310	2,684.82	Health Insurance	2,684.82
Grand Totals:								28,855.93

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
20-02-2000	88,273.56	117,129.49-	28,855.93-
20-02-2310	2,684.82	.00	2,684.82
20-40-5066	111.19	.00	111.19
20-40-5100	110,428.72	88,273.56-	22,155.16
20-40-5320	996.39	.00	996.39
20-40-5400	1,815.79	.00	1,815.79
20-40-5401	947.58	.00	947.58
20-40-6109	145.00	.00	145.00
Grand Totals:	205,403.05	205,403.05-	.00



Agenda Item Summary

MEETING DATE: January 27, 2025

SUBJECT: **Resolution No. 09-R-2025**
Resolution No. 02-URA-2025
Resolution No. 01-H66-2025 – A Joint Resolution of the Town of Mead, Colorado, the Town of Mead Urban Renewal Authority, and the Town of Mead Highway 66 and I-25 General Improvement District Approving a Cooperation Agreement Regarding Tax Increment Revenue Sharing

PRESENTED BY: Marcus McAskin, Town Attorney

SUMMARY

The Joint Resolution approves that certain Cooperation Agreement by and between the Town of Mead (the “Town”), the Town of Mead Urban Renewal Authority (“MURA”), and the Town of Mead Highway 66 and I-25 General Improvement District (the “District”). The Cooperation Agreement is attached to the Joint Resolution as Exhibit A.

The District is a taxing entity that is currently levying mills within MURA boundaries. The Cooperation Agreement memorializes the transfer to the District of property tax revenues that MURA receives from the District’s levy on taxable property within MURA boundaries.

The Joint Resolution approving the Cooperation Agreement is also being considered by the Board of Commissioners of MURA and the Board of Directors of the District on January 27, 2025.

The Joint Resolution authorizes the Mayor to execute the Cooperation Agreement on behalf of the Town. The Mayor serves as the Chair of MURA and the Presiding Officer of the District. The Joint Resolution also authorizes the Mayor to execute the Cooperation Agreement in those capacities.

FINANCIAL CONSIDERATIONS

No direct financial impact to Town. The Cooperation Agreement obligates MURA to deposit the tax increment generated by the District’s mills into a separate account for remittance to the District for a fixed term in accordance with the terms of the Cooperation Agreement.

STAFF RECOMMENDATION/ACTION REQUIRED

Staff recommends approval of the Joint Resolution. A motion to approve the January 27, 2025, consent agenda will approve the Cooperation Agreement (and will authorize the Mayor to execute the same on behalf of the Town when in final form).

If this item is pulled off of the consent agenda for discussion, Town staff recommends the following motion:

Suggested Motion:

I move to adopt Resolution 02-URA-2025, a Joint Resolution of the Town of Mead, Colorado, the Town of Mead Urban Renewal Authority, and the Town of Mead Highway 66 and I-25 General Improvement District Approving a Cooperation Agreement Regarding Tax Increment Revenue Sharing

ATTACHMENTS

Joint Resolution, including Exhibit A Cooperation Agreement

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 09-R-2025**

**TOWN OF MEAD URBAN RENEWAL AUTHORITY
RESOLUTION NO. 02-URA-2025**

**TOWN OF MEAD HIGHWAY 66 AND I-25 GENERAL IMPROVEMENT DISTRICT
RESOLUTION NO. 01-H66-2025**

**A JOINT RESOLUTION OF THE TOWN OF MEAD, COLORADO, THE TOWN
OF MEAD URBAN RENEWAL AUTHORITY, AND THE TOWN OF MEAD
HIGHWAY 66 AND I-25 GENERAL IMPROVEMENT DISTRICT
APPROVING A COOPERATION AGREEMENT REGARDING
TAX INCREMENT REVENUE SHARING**

WHEREAS, the Town of Mead Highway 66 and I-25 General Improvement District (the “**District**”) is a quasi-municipal subdivision of the state of Colorado and a body corporate formed by the Board of Trustees (the “**Town Board**”) of the Town of Mead (the “**Town**”) pursuant to Colorado Revised Statutes (“**C.R.S.**”) § 31-25-601 *et seq.* and Article IV of Chapter 12 of the Mead Municipal Code; and

WHEREAS, the Board of Directors of the District (the “**District Board**”) is authorized to transact business and exercise powers as a general improvement district under C.R.S. § 31-25-601 *et seq.* and Article IV of Chapter 12 of the Mead Municipal Code, including the power to enter into contracts and agreements pursuant to C.R.S. § 31-25-611; and

WHEREAS, the Board of Commissioners of the Town of Mead Urban Renewal Authority (“**MURA**”) is a body corporate and politic authorized to transact business and exercise powers as an urban renewal authority under the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S., including the power to enter into contracts and agreements; and

WHEREAS, the District is a taxing entity authorized to levy ad valorem property taxes within the MURA urban renewal area; and

WHEREAS, the Town Board, the District Board, and MURA desire to enter into the cooperation agreement attached hereto as Exhibit A and incorporated herein by reference (the “**Agreement**”) to provide for the transfer to the District of property tax revenues that MURA receives from the District levy on taxable property in the MURA urban renewal area; and

WHEREAS, the Town Board, the District Board, and MURA are authorized to enter into the Agreement pursuant to law, including without limitation the legal authority cited above and C.R.S. § 31-25-112.

NOW THEREFORE, BE IT RESOLVED by the Town Board, the District Board, and MURA, that:

Section 1. The foregoing recitals and findings are incorporated herein as findings and conclusions of the Town Board, the District Board, and MURA.

Section 2. The Town Board, the District Board, and MURA each hereby: (a) approves the

Agreement; and (b) authorizes their respective legal counsel to make non-material changes to the Agreement.

Section 3. The Town Board authorizes the Mayor to execute the Agreement on behalf of the Town when in final form.

Section 4. The District Board authorizes the Mayor as ex officio presiding officer of the District Board to execute the Agreement on behalf of the District when in final form.

Section 5. MURA authorizes the Chair of MURA to execute the Agreement on behalf of MURA when in final form.

Section 6. Effective Date. This Resolution shall be effective immediately upon adoption.

Section 7. Repealer. All resolutions, or parts thereof, in conflict with this Resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution nor revive any resolution thereby.

Section 8. Certification. The Town Clerk shall certify to the passage of this Resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED, AND ADOPTED THIS 27TH DAY OF JANUARY, 2025.

ATTEST:

TOWN OF MEAD

By _____
Mary E. Strutt, MMC, Town Clerk

By _____
Colleen G. Whitlow, Mayor

ATTEST:

**TOWN OF MEAD URBAN RENEWAL
AUTHORITY**

By _____
Mary E. Strutt, Clerk

By _____
Colleen G. Whitlow, Chair

ATTEST:

**TOWN OF MEAD HIGHWAY 66 AND I-25
GENERAL IMPROVEMENT DISTRICT**

By _____
Mary E. Strutt, Secretary

By _____
Colleen G. Whitlow, Presiding Officer

EXHIBIT A
COOPERATION AGREEMENT
AMONG THE TOWN OF MEAD, COLORADO,
MEAD URBAN RENEWAL AUTHORITY, AND
TOWN OF MEAD HIGHWAY 66 AND I-25 GENERAL IMPROVEMENT DISTRICT

(Attached.)

COOPERATION AGREEMENT
AMONG THE TOWN OF MEAD, COLORADO,
MEAD URBAN RENEWAL AUTHORITY, AND
TOWN OF MEAD HIGHWAY 66 AND I-25 GENERAL IMPROVEMENT DISTRICT

MEAD URBAN RENEWAL PLAN

THIS COOPERATION AGREEMENT (this “Agreement”) is made and executed effective the 27th day of January, 2025, by and between the Town of Mead Highway 66 and I-25 General Improvement District, a quasi-municipal subdivision of the State of Colorado and a body corporate (“District”), the TOWN OF MEAD, a municipal corporation of the State of Colorado (hereinafter referred to as “Town”), and the MEAD URBAN RENEWAL AUTHORITY, a body corporate and duly organized and existing as a Title 31 urban renewal authority under the laws of the State of Colorado (hereinafter referred to as “MURA”). The District, Town, and MURA are referred to herein individually as a “Party” and collectively as the “Parties.”

WHEREAS, pursuant to C.R.S. § 31-25-601 *et seq.* and Article IV of Chapter 12 of the Mead Municipal Code, the Board of Trustees of the Town formed the District by Ordinance No. 1071, adopted November 25, 2024; and

WHEREAS, on May 2, 2016, the Town Board approved Resolution No. 22-R-2016 to adopt an Urban Renewal Plan (the “Plan”) for MURA which details MURA’s and Town’s plan for implementing the powers granted by the Colorado Urban Renewal Law, C.R.S. § 31-25-101, *et seq.* (the “Act”), for the purposes authorized in the Act, including utilizing tax increment financing (“TIF Financing”), as contemplated by C.R.S. § 31-25-107(9)(a); and

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

WHEREAS, the District is a taxing entity whose boundaries include real property within the Urban Renewal Area; and

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

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

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

WHEREAS, the county assessor is responsible for the calculation, production, and allocation of the District Revenue; and

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

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

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

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

1. Incorporation of Recitals. The foregoing recitals are incorporated into and made a part of this Agreement.
2. District Tax Levy Allocation. Once the District Revenue is calculated, produced, and allocated by the county assessor, MURA agrees to deposit the District Revenue into a separate account created for such purpose pursuant to and in accordance with C.R.S. § 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 "District Tax Levy Allocation"). Commencing on the date of this Agreement and for a period of twenty-five (25) years from the effective date of the Plan, MURA shall transfer to the District on or before the 15th day of each month all revenues received from the county assessor through the preceding month (the “TIF Remittance”). If an area is subsequently included in the Plan by a modification of the Plan approved by the Town of Mead Board of Trustees, and such modification results in TIF Revenues from the District Tax Levy Allocation being allocated to MURA for an additional period beyond twenty-five (25) years from the effective date of the Plan, then MURA shall make the TIF Remittance transfers to the District for such additional period.
3. Changes to Urban Renewal Law Affecting TIF Remittance. The Parties agree and acknowledge that the Urban Renewal Law has previously required county assessors to collect TIF automatically from *all* taxing jurisdictions that overlap an Urban Renewal Area. The Parties further agree and acknowledge that the language of C.R.S. § 31-25-107, as amended by the recently enacted House Bill 15-1348, suggests that municipalities may be able to direct county

assessors to collect TIF from only specified districts rather than all overlapping districts, and that this potential change could render the TIF Remittance provision in Paragraph 2 above unnecessary because, rather than remitting the District Tax Levy Allocation back to the District, the Town could direct the county tax assessor at the outset not to collect the District Tax Levy Allocation from the District. The Town represents that it is currently in discussions with the Weld County Tax Assessor (the “Assessor”) regarding the Assessor’s willingness to collect TIF from some but not all overlapping jurisdictions. In the event that the Assessor agrees to collect TIF from some but not all of the taxing jurisdictions in MURA’s plan area, the Town and MURA agree to direct the Assessor not to collect the District Tax Levy Allocation from the District, and the Parties agree and acknowledge that the TIF Remittance provision in Paragraph 2 above will be of no further force and effect.

4. Intentionally deleted.

5. Intentionally deleted.

6. Agreement Confined to District Tax Levy Allocation Revenue. This Agreement applies only to the District Tax Levy Allocation revenues, as calculated, produced, collected and allocated to MURA within the Urban Renewal Area in accordance with 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 Town or MURA. Town and District agree that revenue from the District Tax Levy Allocation collected and paid to the District under this Agreement are collections on behalf of the District within the meaning of Colorado Constitution Article X, Section 20(2)(e). However, such collections shall not cause the District to be in violation of any limitations or restrictions established by Article X, Section 20 of the Colorado Constitution, which, as of the date of this Agreement, have not been waived by the eligible electors of the District.

7. Subordination Consent Required. With the prior written consent of the District, as evidenced by a resolution approved by the District Board of Directors (“District Consent Resolution”), the obligation of MURA to pay revenues from the District Tax Levy Allocation to the District may be made subordinate to any payment of the principal of, the interest on, and any premiums due in connection with bonds of, loans or advances to, or indebtedness incurred by MURA for financing or refinancing, in whole or in part, the Urban Renewal Project specified in the Plan, provided, however, this subordination shall not result in a default with regard to any of the District’s outstanding indebtedness. A District Consent Resolution shall only be considered by the District after receiving any required consent of the holders of the District’s outstanding indebtedness.

8. 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 MURA to transfer or pay District Tax Levy

Allocation revenues as provided in Paragraph 2, as soon as the event causing such interruption shall no longer prevail, MURA shall transfer and pay the total amount of the District Tax Levy Allocation revenue that has been received by MURA that is then owing to date, as determined according to the provisions of Paragraph 2 to this Agreement.

9. Intentionally deleted.

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

11. Notification of Intended Amendments to the Plan; Agreement Not Part of Plan. In accordance with C.R.S. § 31-25-107(9.5)(b) and § 31-25-107(11), the District hereby waives notice of any intended amendments or modifications to the Plan, including notice of the date and time of any meetings of the Town Board of Trustees to consider such amendments and modifications. Both Parties agree that this Agreement shall not, upon signature, become part of the Plan, but rather, is a stand-alone agreement authorized pursuant to C.R.S. § 31-25-107(11) and in satisfaction of the requirements of C.R.S. § 31-25-107(9.5).

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

13. 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.

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

15. 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.

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

17. Severability. If any provision of this Agreement is found to be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Further, in the event of any such holding of invalidity, illegality or unenforceability (as to any or all parties hereto), the Parties agree to take such action(s) as may be necessary to achieve to the greatest degree possible the intent of the affected provision of this Agreement.

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

19. 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.

20. 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.

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. 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.

23. 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.

24. Effective Date; Automatic Termination. This Agreement shall be effective as of the date executed on behalf of each Party. This Agreement shall automatically terminate effective May 2, 2041, twenty-five years after the adoption of the 2016 Urban Renewal Plan for the Mead Urban Renewal Area.

Remainder of page intentionally left blank, signature page follows.

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

ATTEST:

TOWN OF MEAD HIGHWAY 66 AND I-25 GENERAL IMPROVEMENT DISTRICT

By: _____
Mary E. Strutt, Secretary

By: _____
Colleen G. Whitlow, Presiding Officer

ATTEST:

TOWN OF MEAD

By: _____
Mary E. Strutt, MMC, Town Clerk

By: _____
Colleen G. Whitlow, Mayor

ATTEST:

TOWN OF MEAD URBAN RENEWAL AUTHORITY

By: _____
Mary E. Strutt, Clerk

By: _____
Colleen G. Whitlow, Chair