



MEAD URBAN RENEWAL AUTHORITY

441 3rd Street, Mead
Monday, September 11, 2023

AGENDA

5:30 PM

ANNUAL 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.

https://us02web.zoom.us/webinar/register/WN_irDH4x_ER1yZSo6clo_2Zg

1. Call to Order - Roll Call

Chair Collen Whitlow
Commissioner David Adams
Commissioner Debra Brodhead
Commissioner Chris Cartwright
Commissioner Trisha Harris
Commissioner Chris Parr
Commissioner Herman Schranz
Representative Commissioner Sarah Hurianek
Representative Commissioner Scott James
Representative Commissioner Laura McConnell

2. Pledge of Allegiance to the Flag

3. Review and Approve Agenda

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

5. **Consent Agenda:** *Consent Agenda items are considered to be routine and will be enacted by one motion and vote. There will be no separate discussion of Consent Agenda items unless a 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 June 12, 2023

[b.](#) July 2023 Financial Statements

[c.](#) Check Register June 13, 2023 - September 11, 2023

[d.](#) **Resolution No. 02-URA-2023** – A Resolution Regarding Annual Administrative Matters for the Town of Mead Urban Renewal Authority (2023)

[e.](#) **Resolution No. 03-URA-2023** - A Resolution Approving Cooperation Agreement Among the Town of Mead, Colorado, Mead Urban Renewal Authority, and Access 25 Metropolitan District Nos. 1-6

6. General MURA Update

[a.](#) MURA Update

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.



MEAD URBAN RENEWAL AUTHORITY

441 3rd Street, Mead
Monday, June 12, 2023

MINUTES

5:15 p.m. SPECIAL MEETING

This meeting is being held as a remote meeting in accordance with the Town’s Remote Participation and Remote Meeting Policy adopted by the Board of Trustees on March 13, 2023 by Resolution No. 22-R-2023. MURA approved a similar proposal at this meeting. The remote meeting is necessary due to construction in the Town of Mead Boardroom.

1. Call to Order - Roll Call

Present

- Chair Colleen Whitlow
- Commissioner David Adams
- Commissioner Chris Cartwright
- Commissioner Trisha Harris
- Commissioner Chris Parr
- Commissioner Herman Schranz
- Representative Commissioner Scott James (via remote access)
- Representative Commissioner Laura McConnell (via remote access)

Absent

- Commissioner Debra Brodhead
- Representative Commissioner Sarah Hurianek

Also present: Executive Director Helen Migchelbrink, Clerk Mary Strutt, and Contract Authority Attorney Audrey Johnson (via remote access).

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 Harris, to approve the agenda. Motion carried 8-0, on a roll call vote.

4. Mead Urban Renewal Authority Update

a. MURA Update

Executive Director Helen Migchelbrink provided an overview of completed and ongoing projects including Anytime Fitness, Ziggi’s, Agfinity and 3rd and Welker intersection.

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.

There was no public comment at this time.

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 12, 2022

- b. Check Register December 1, 2022 - June 12, 2023
- c. April 2023 Financial Statements
- d. **Resolution No. 01-URA-2023** – A Resolution of the Town of Mead Urban Renewal Authority Adopting a Remote Participation and Remote Meeting Policy

Motion was made by Commissioner Parr, seconded by Commissioner Adams, to approve the Consent Agenda. Motion carried 8-0, on a roll call vote.

7. Adjournment

Motion was made by Commissioner Schranz, seconded by Commissioner Cartwright, to adjourn the meeting. Motion carried 8-0.

The Special Meeting of the Mead Urban Renewal Authority adjourned at approximately 5:30 p.m. on Monday, June 12, 2023.

Colleen G. Whitlow, Chair

ATTEST:

Mary E. Strutt, Clerk

TOWN OF MEAD
COMBINED CASH INVESTMENT
JULY 31, 2023

Section 5, Item b.

COMBINED CASH ACCOUNTS

CASH ALLOCATION RECONCILIATION

20 ALLOCATION TO MEAD URBAN RENEWAL AUTHORITY	3,524,928.93
TOTAL ALLOCATIONS TO OTHER FUNDS	3,524,928.93
ZERO PROOF IF ALLOCATIONS BALANCE	3,524,928.93

TOWN OF MEAD
 BALANCE SHEET
 JULY 31, 2023

Section 5, Item b.

MEAD URBAN RENEWAL AUTHORITY

ASSETS

20-01-0100	COMBINED CASH	3,524,928.93	
20-01-1250	PROPERTY TAX RECEIVABLE	3,042,118.00	
20-01-1301	A/R - MURA	218.76	
20-01-1302	PREPAID EXPENSE	842.29	
	TOTAL ASSETS		<u>6,568,107.98</u>

LIABILITIES AND EQUITY

LIABILITIES

20-02-2300	EMPLOYEE PENSION PAYABLE	898.56	
20-02-2301	SALARY WAGES PAYABLE	5,600.52	
20-02-2310	EMPLOYEE HEALTH INS. PAYABLE	2,005.07	
20-02-2312	WORKERS COMP INSURANCE PAYABLE	293.79	
20-02-2314	401(A) CONTRIBUTIONS PAYABLE	276.57	
20-02-2400	FED. WITHHOLDING TAX PAYABLE	1,089.53	
20-02-2401	SOCIAL SECURITY TAX PAYABLE	952.53	
20-02-2402	MEDICARE TAX PAYABLE	236.25	
20-02-2403	STATE WITHHOLDING TAX PAYABLE	990.52	
20-02-2404	STATE UNEMPLOYMENT TAX PAYABLE	48.45	
20-02-2410	MISC PAYROLL PAYABLE	6,219.45	
20-02-2700	DEFERRED INFLOWS- PROPERTY TAX	3,042,118.00	
	TOTAL LIABILITIES		3,060,729.24

FUND EQUITY

20-02-3001	FUND BALANCE	3,091,476.14	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	<u>415,902.60</u>	
	BALANCE - CURRENT DATE	<u>415,902.60</u>	
	TOTAL FUND EQUITY		<u>3,507,378.74</u>
	TOTAL LIABILITIES AND EQUITY		<u>6,568,107.98</u>

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2023

Section 5, Item b.

MEAD URBAN RENEWAL AUTHORITY

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>						
20-10-4050	TAX INCREMENT REVENUE (TIF)	315,833.89	2,864,402.16	2,904,204.00	39,801.84	98.6
	TOTAL TAXES	315,833.89	2,864,402.16	2,904,204.00	39,801.84	98.6
<u>FEES</u>						
20-11-4110	ADMINISTRATIVE FEE	.00	.00	15,240.00	15,240.00	.0
	TOTAL FEES	.00	.00	15,240.00	15,240.00	.0
<u>MISCELLANEOUS REVENUE</u>						
20-18-4619	INTEREST & DIVIDEND INCOME	15,652.87	92,123.83	29,295.00	(62,828.83)	314.5
	TOTAL MISCELLANEOUS REVENUE	15,652.87	92,123.83	29,295.00	(62,828.83)	314.5
	TOTAL FUND REVENUE	331,486.76	2,956,525.99	2,948,739.00	(7,786.99)	100.3
<u>ADMINISTRATION</u>						
20-40-5001	SALARIES & WAGES	24,688.53	127,428.59	207,756.00	80,327.41	61.3
20-40-5055	OVERTIME	32.27	179.09	.00	(179.09)	.0
20-40-5060	PAYROLL TAXES	1,875.92	9,768.84	15,893.00	6,124.16	61.5
20-40-5065	WORKERS COMP	385.93	1,213.36	1,226.00	12.64	99.0
20-40-5066	HEALTH INSURANCE	2,905.37	13,975.67	23,307.00	9,331.33	60.0
20-40-5067	DEFERRED COMP/RETIREMENT	1,581.18	8,075.68	12,515.00	4,439.32	64.5
20-40-5068	MEDICAL SAVINGS	86.52	385.98	617.00	231.02	62.6
20-40-5100	TIF REVENUE SHARING	.00	1,707,258.34	1,655,481.00	(51,777.34)	103.1
20-40-5300	TELEPHONE	97.00	352.00	523.00	171.00	67.3
20-40-5320	GENERAL LIABILITY INSURANCE	18.01	1,603.62	3,343.00	1,739.38	48.0
20-40-5400	LEGAL FEES	2,009.00	10,553.92	40,000.00	29,446.08	26.4
20-40-5401	CONSULTING FEES	1,045.07	8,526.61	13,187.00	4,660.39	64.7
20-40-5415	AUDIT FEES	.00	1,575.00	2,659.00	1,084.00	59.2
20-40-5425	COUNTY TREASURER'S FEE	4,737.54	14,618.49	43,563.00	28,944.51	33.6
20-40-5427	TIF ADVANCE	.00	382,987.10	1,100,000.00	717,012.90	34.8
20-40-5500	CAPITAL OUTLAY	.00	.00	50,000.00	50,000.00	.0
20-40-5700	MISC. EXPENSE	.00	121.10	1,000.00	878.90	12.1
20-40-5705	MILEAGE	500.00	2,000.00	2,000.00	.00	100.0
20-40-5914	TRANSFER TO TRANSPORTATION FD	.00	250,000.00	500,000.00	250,000.00	50.0
20-40-5999	OTHER PROJECTS	.00	.00	1,000,000.00	1,000,000.00	.0
	TOTAL ADMINISTRATION	39,962.34	2,540,623.39	4,673,070.00	2,132,446.61	54.4
	TOTAL FUND EXPENDITURES	39,962.34	2,540,623.39	4,673,070.00	2,132,446.61	54.4

TOWN OF MEAD
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 7 MONTHS ENDING JULY 31, 2023

Section 5, Item b.

MEAD URBAN RENEWAL AUTHORITY

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
NET REVENUE OVER EXPENDITURES	291,524.42	415,902.60	(1,724,331.00)	(2,140,233.60)	24.1

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
06/26/2023	36720	6840	34 9.5 Metropolitan District	2022 Refund	20-40-5100	1,808.34	TIF Refund - Tax Year 2022	1,808.34
06/26/2023	36721	6948	Access 25 Metropolitan District No. 3	2022 Refund	20-40-5100	331.48	TIF Refund - Tax Year 2022	331.48
06/26/2023	36735	1050	CIRSA	231494	20-40-5320	704.77	GL Ins - MURA	704.77
06/26/2023	36741	6349	DOUTHIT METRO DISTRICT	2022 Refund	20-40-5100	79,962.40	TIF Refund - Tax Year 2022	79,962.40
06/26/2023	36750	6163	HIGH PLAINS LIBRARY DIST.	2022 Refund	20-40-5100	83,012.99	TIF Refund - Tax Year 2022	83,012.99
06/26/2023	36755	6164	LIBERTY RANCH METRO DISTRICT	2022 Refund	20-40-5100	49,790.32	TIF Refund - Tax Year 2022	49,790.32
06/26/2023	36760	6160	MEAD PLACE METRO DIST 2	2022 Refund	20-40-5100	635.70	TIF Refund - Tax Year 2022	635.70
06/26/2023	36764	5558	MJT Communications	13841	20-40-5401	137.50	Computer - MURA	137.50
06/26/2023	36766	5576	MVFPD	2022 Refund	20-40-5100	211,994.97	TIF Refund - Tax Year 2022	211,994.97
06/26/2023	36768	6109	NORTHERN COLO WATER CONSERV	2022 Refund	20-40-5100	26,096.51	TIF Refund - Tax Year 2022	26,096.51
06/26/2023	36772	3640	PINNACOL ASSURANCE	21327203	20-02-2312	135.93	WC - June	135.93
06/26/2023	36774	6798	Professional Management Systems, S C	84789	20-40-5401	1,259.50	Finance - MURA	1,259.50
06/26/2023	36781	6161	ST. VRAIN & LEFT HAND WATER CON	2022 Refund	20-40-5100	36,691.69	TIF Refund - Tax Year 2022	36,691.69
06/26/2023	36782	4270	ST. VRAIN SANITATION DISTRICT	2022 Refund	20-40-5100	4,488.05	TIF Refund - Tax Year 2022	4,488.05
06/26/2023	36783	4440	ST. VRAIN VALLEY SCHOOL DIST	2022 Refund	20-40-5100	792,972.81	TIF Refund - Tax Year 2022	792,972.81
06/26/2023	36786	4530	TOWN OF MEAD	2022 Refund	20-40-5100	150,341.97	TIF Refund - Tax Year 2022	150,341.97
06/26/2023	36791	4880	WELD COUNTY TREASURER	2022 Refund	20-40-5100	196,219.63	TIF Refund - Tax Year 2022	196,219.63
06/26/2023	36792	6470	WESTRIDGE METROPOLITAN DISTRI	2022 Refund	20-40-5100	72,911.48	TIF Refund - Tax Year 2022	72,911.48
06/26/2023	36793	5884	WHITE BEAR ANKELE TANAKA & WAL	28285	20-40-5400	1,944.94	MURA Legal - May	1,944.94
07/10/2023	36843	6567	Precision Employment Consulting	063023	20-40-5401	283.57	HR - MURA	283.57
07/10/2023	36858	5736	THE HARTFORD-GROUP BENEFITS	924700027385	20-40-5066	100.65	STD / LTD Insurance	100.65
07/31/2023	36880	1050	CIRSA	231610	20-40-5320	10.00	GL Ins - MURA	10.00
07/31/2023	36880	1050	CIRSA	231656	20-40-5320	8.01	GL Ins - MURA	8.01
07/31/2023	36914	5558	MJT Communications	13867	20-40-5401	137.50	IT Contract	137.50
07/31/2023	36922	3640	PINNACOL ASSURANCE	21360761	20-40-5065	135.93	Worker's Comp	135.93
07/31/2023	36925	6798	Professional Management Systems, S C	84800	20-40-5401	624.00	Finance - MURA	624.00
07/31/2023	36948	5884	WHITE BEAR ANKELE TANAKA & WAL	28725	20-40-5400	2,009.00	MURA Legal - June	2,009.00
08/14/2023	37011	6567	Precision Employment Consulting	073123	20-40-5401	266.42	HR - MURA	266.42
08/14/2023	37021	5736	THE HARTFORD-GROUP BENEFITS	924707886104	20-40-5066	98.50	STD / LTD Insurance - August	98.50
08/14/2023	37028	5884	WHITE BEAR ANKELE TANAKA & WAL	29311	20-40-5400	738.00	MURA Legal	738.00
08/28/2023	37082	5558	MJT Communications	13891	20-40-5401	137.50	Computer - MURA	137.50
08/28/2023	37087	3640	PINNACOL ASSURANCE	21393854	20-40-5065	135.93	WC - August	135.93
08/28/2023	37089	6798	Professional Management Systems, S C	84811	20-40-5401	624.00	Finance - MURA	624.00
07/12/2023	712231	5135	CEBT	INV 0057144	20-02-2310	2,364.64	Health Insurance	2,364.64
08/07/2023	807231	5135	CEBT	INV 0059105	20-02-2310	2,279.63	Health Insurance	2,279.63
Grand Totals:								1,721,394.26

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
20-02-2000	.00	1,721,394.26-	1,721,394.26-
20-02-2310	4,644.27	.00	4,644.27
20-02-2312	135.93	.00	135.93
20-40-5065	271.86	.00	271.86
20-40-5066	199.15	.00	199.15
20-40-5100	1,707,258.34	.00	1,707,258.34
20-40-5320	722.78	.00	722.78
20-40-5400	4,691.94	.00	4,691.94

GL Account	Debit	Credit	Proof
20-40-5401	3,469.99	.00	3,469.99
99-01-1001	.00	.00	.00
Grand Totals:	<u>1,721,394.26</u>	<u>1,721,394.26-</u>	<u>.00</u>

Report Criteria:

Report type: Invoice detail

Check.Type = {<->} "Adjustment"

[Report].Invoice GL Account = "20010100"- "20415700"



Agenda Item Summary

MEETING DATE: September 11, 2023

SUBJECT: **Resolution No. 02-URA-2023** – A Resolution Regarding Annual Administrative Matters for the Town of Mead Urban Renewal Authority (2023)

PRESENTED BY: Mary Strutt, Clerk

SUMMARY

According to the bylaws of the Mead Urban Renewal Authority, an annual meeting is required to adopt general administrative procedures. The attached resolution sets forth general procedures for conduct of business.

FINANCIAL CONSIDERATIONS

None

STAFF RECOMMENDATION/ACTION REQUIRED

Staff recommends approval of Resolution No. 02-URA-2023. A motion to approve the consent agenda will approve this item. If this item is removed from the consent agenda for discussion, a recommended motion is:

“I move to adopt resolution number 02-URA-2023 – a resolution regarding annual administrative matters for the Town of Mead Urban Renewal Authority.”

ATTACHMENTS

Reso No. 02-URA-2023

**TOWN OF MEAD URBAN RENEWAL AUTHORITY
RESOLUTION NO. 02-URA-2023**

**A RESOLUTION REGARDING
ANNUAL ADMINISTRATIVE MATTERS
FOR THE TOWN OF MEAD URBAN RENEWAL AUTHORITY
(2023)**

At the special meeting of the Board of Commissioners (“Board”) of the Town of Mead Urban Renewal Authority (“Authority”), held at 5:30 p.m., on September 11, 2023, at 441 Third Street, Mead, Colorado and via teleconference, it was moved to adopt the following Resolution:

WHEREAS, the Board has a duty to perform certain obligations on a recurring basis in order to assure the efficient operation of the Authority; and

WHEREAS, the Board desires to confirm certain general procedures for the conduct of its business and to authorize its elected officials and consultants to perform certain administrative activities; and

WHEREAS, the matters set forth in this Resolution are statements of intention, and may be modified by action of the Board, from time to time, without prior notice except where required by law and without waiving on a continuing basis these or other policies established by the Town of Mead, the Mead Urban Renewal Plan, or the Authority’s by-laws;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

1. The Board determines to hold an annual meeting between July 1st and December 15th each year, 441 Third Street, Mead, Colorado, and via teleconference. Notice of the time and place for regular and special meetings shall be provided in accordance with § 31-25-101 to 31-25-116, C.R.S., as applicable, based on the action to be taken by the Authority.

2. Should an individual Commissioner of the Chair choose to abstain from any particular matter on the agenda for reasons of potential conflict of interest, he or she shall be considered in attendance at the meeting for purposes of meeting quorum requirements.

3. The Board directs the Secretary for the Authority, in consultation with the Authority’s legal counsel, to prepare and file with the Division, within thirty (30) days of a written request from the Division, an informational listing of all contracts in effect with other political subdivisions, in accordance with § 29-1-205, C.R.S.

4. The Board directs that the Authority’s Treasurer shall be responsible for preparation of the budget in consultation with the Authority’s Executive Director, shall manage the accounting and auditing services for the Authority to be performed by such persons as are authorized by the Board, shall manage the public funds in accordance with §§ 29-1-603, 29-1-604, and 29-1-606, C.R.S., and all other applicable Colorado laws and only by direction of the Board, and shall report

to the Board on a regular basis in written form the status of the Town’s financial accounts and records.

5. The Board directs the Authority’s treasurer to submit a proposed budget to the Board by October 15th, to prepare the final budget and budget message, including any amendments thereto, if necessary, and directs staff to schedule a public hearing on the proposed budget and/or amendments, and to post or publish notices thereof, to prepare all budget resolutions and to file the budget, budget resolution and budget message with the Division on or before January 30th, all in accordance with §§ 29-1-101, *et seq.*, C.R.S.

6. The Board directs legal counsel to cause the preparation of the Unclaimed Property Act report and submission of the same to the State Treasurer by November 1st if there is property presumed abandoned and subject to custody as unclaimed property, in accordance with § 38-13-110, C.R.S.

7. The Board confirms its obligations under § 24-10-110(1), C.R.S., with regards to the defense and indemnification of its public employees, which, by definition, includes elected and appointed officers.

8. The Board hereby reappoints the Authority’s Clerk as the official custodian for the maintenance, care and keeping of all public records of the Authority, in accordance with §§ 24-72-202, *et seq.*, C.R.S.

9. All regular and special meetings will be posted in accordance with § 24-6-402(2)(c), C.R.S. The Board hereby designates www.townofmead.org as the Authority’s website for the posting of its regular and special meeting notices. The Board also hereby designates, unless otherwise designated by the Board, the Mead Town Hall located at 441 Third Street, Mead, Colorado, as the location the Authority will post notices of meetings in the event of exigent or emergency circumstances which prevent the Authority from posting notice of the meeting on the website.

10. The Board hereby designates the *Longmont Times-Call* as the newspaper of general circulation within the boundaries of the Authority, and wherein all legal notices and publications for the Authority shall be published, unless otherwise required by state law or deemed appropriated by the Board.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF MEAD URBAN RENEWAL AUTHORITY ON THIS 11TH DAY OF SEPTEMBER, 2023.

TOWN OF MEAD URBAN RENEWAL AUTHORITY:

ATTEST:

Mary E. Strutt, Clerk

Colleen G. Whitlow, Chairperson



Agenda Item Summary (AIS)

MEETING DATE: September 11, 2023

SUBJECT: **Resolution No. 03-URA-2023** – A Resolution Approving Cooperation Agreement Among the Town of Mead, Colorado, Mead Urban Renewal Authority, and Access 25 Metropolitan District Nos. 1-6

PRESENTED BY: Robert Rogers, Attorney for the Authority

SUMMARY

Access 25 Metropolitan District Nos. 1-6 (“Access 25”) has requested that the Town of Mead (the “Town”), and the Town of Mead Urban Renewal Authority (“MURA”) enter into the proposed standard form Cooperation Agreement. Pursuant to the Cooperation Agreement, MURA would remit all of the increase in property tax revenues (“TIF Revenue”) to Access 25 on or before the 15th day of each month all revenues received through the preceding month after the county collects, allocates, and remits the funds. In exchange, Access 25 has consented to the selection of the Mountain View Fire Protection District (the “Fire District”) as the collective representative of overlapping districts on the MURA Board of Commissioners.

BACKGROUND

Access 25 was organized in 2022 pursuant to a Service Plan approved by the Town. Under § 31-25-104(2)(a)(I), C.R.S., Access 25, as an overlapping district, is entitled to help select one representative to serve collectively on behalf of the overlapping districts on the Board of Commissioners for the MURA. In the agreement, Access 25 agrees to allow the Fire District’s representative to act as the collective representative for the overlapping districts rather than requiring the overlapping districts to agree on a new collective representative. In consideration, the MURA agrees to disburse the TIF Revenue from property within Access 25’s boundaries to Access 25. The commitment in the attached Agreement on the part of the MURA to remit the portion of the increment attributable to Access 25’s mill levy is fully consistent with currently existing obligations of the MURA under its MURA Plan and the Board of Commissioners’ position of remitting increment to metropolitan districts within the MURA Plan Area.

FINANCIAL CONSIDERATIONS

None.

STAFF RECOMMENDATION/ACTION REQUIRED

Staff recommends the Board of Commissioners adopt the attached resolution.

ATTACHMENTS

A Resolution of the Town of Mead Urban Renewal Authority Approving Intergovernmental Agreement Among the Town of Mead, Colorado, Mead Urban Renewal Authority, and Access 25 Metropolitan District Nos. 1-6

Cooperation Agreement Among the Town of Mead, Colorado, Mead Urban Renewal Authority, and Access 25 Metropolitan District Nos. 1-6

**TOWN OF MEAD URBAN RENEWAL AUTHORITY
RESOLUTION NO. 03-URA-2023**

A RESOLUTION APPROVING COOPERATION AGREEMENT AMONG THE TOWN OF MEAD, COLORADO, MEAD URBAN RENEWAL AUTHORITY, AND ACCESS 25 METROPOLITAN DISTRICT NOS. 1-6

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

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

WHEREAS, Access 25 Metropolitan District Nos. 1-6 (each a “District” and collectively, the “Districts”) are each a taxing body levying a mill within the boundaries of the Authority; and

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

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

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

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

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

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

Section 3. Repealer. All resolutions, or parts thereof, in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such prior resolution nor revive any resolution thereby.

Section 4. Certification. The Clerk shall certify to the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF MEAD URBAN RENEWAL AUTHORITY, THIS 11TH DAY OF SEPTEMBER 2023.

ATTEST:

**TOWN OF MEAD URBAN RENEWAL
AUTHORITY:**

Mary E. Strutt, Clerk

Colleen G. Whitlow, Chairperson

EXHIBIT A
AGREEMENT

COOPERATION AGREEMENT
AMONG THE TOWN OF MEAD, COLORADO,
MEAD URBAN RENEWAL AUTHORITY, AND
THE ACCESS 25 METROPOLITAN DISTRICT NOS. 1-6
MEAD URBAN RENEWAL PLAN

THIS COOPERATION AGREEMENT is made and executed effective the ____ day of _____, 2023, by and between the ACCESS 25 METROPOLITAN DISTRICT NOS. 1-6, each a Title 32 special district of the State of Colorado (each a “District” and collectively, the “Districts”), 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 Districts, Town, and MURA are referred to herein individually as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, the Districts are quasi-municipal corporations and political subdivisions of the State of Colorado, duly organized and existing under the constitution and the laws of the State of Colorado; and

WHEREAS, by cover letter dated _____, 20____, and pursuant to C.R.S. § 31-25-107(3.5), Town provided the Districts with the proposed Urban Renewal Plan for the 2016 Mead Urban Renewal Area (“Plan”) which details MURA’s and Town’s intended inclusion of the parcels described in the Plan for the purposes authorized in the Colorado Urban Renewal Law, C.R.S. § 31-25-101, *et seq.*, 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 Districts, 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 Districts 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 Districts’ ability to provide services within the Urban Renewal Area; and

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

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

WHEREAS, the Districts and the 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, the Districts consent to the inclusion within the Urban Renewal Area of all agricultural lands contained within such Area as described in the Plan, pursuant to C.R.S. § 31-25-1-7(1)(c)(II)(D); and

WHEREAS, in consideration of the Parties entering into this Agreement, pursuant to C.R.S. § 31-25-107(9.5) and C.R.S. § 31-25-107(11), the Districts waive any right to file an objection and ask for mediation or arbitration, pursuant to C.R.S. § 31-25-9(5) or C.R.S. § 31-25-107(12).

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

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

2. District Tax Levy Allocation. 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 Districts on or before the 15th day of each month all revenues received from the county assessor through the preceding month (the “TIF Remittance”). If area is subsequently included in the Plan by a modification of the Plan approved by the Town of Mead Board of Trustees, and such modification results in TIF Revenues from the District Tax Levy Allocation being allocated to MURA for an additional period beyond twenty-five (25) years from the effective date of the Plan, then MURA shall make the TIF Remittance transfers to the Districts 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 Districts, the Town could direct the county tax assessor at the outset not to collect the District Tax Levy Allocation from the Districts. 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 Districts, and the Parties agree and acknowledge that TIF Remittance provision in paragraph 2 above will be of no further force and effect.

4. Use of District Tax Levy Allocation. The Districts agree to use TIF Revenues received pursuant to this Agreement in accordance with the statutory authority granted to the Districts under C.R.S. § 37-45-101 *et seq.*

5. Plan Approval. The Districts agree that the Districts will not formally or legally object to the adoption of the Plan.

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 Districts agree that revenue from the District Tax Levy Allocation collected and paid to the Districts under this Agreement are collections on behalf of the Districts within the meaning of Colorado Constitution Article X, Section 20(2)(e). However, such collections shall not cause the Districts 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 Districts.

7. Subordination Consent Required. With the prior written consent of the Districts, as evidenced by a resolution approved by each District Board of Directors, the obligation of MURA to pay revenues from the District Tax Levy Allocation to the Districts 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 Districts’ 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 Section 1, 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 Section 1 to this Agreement.

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

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 are in agreement that it would be most appropriate for the available commissioner seat to be filled by a representative of the Fire District. The Districts hereby consent 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. The Town and MURA agree to notify the Districts of any intended amendments to the Plan at least ninety (90) days prior to the public hearing by the Town to consider such amendment. 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). Notice provided to the Districts of the intended amendment pursuant to this paragraph shall act as compliance with the provisions of C.R.S. § 31-25-107(3.5)(a), requiring notice to the Board of Directors of substantial modification to the Plan.

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 Districts. 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 September 1, 2024 in the event the Town of Mead Board of Trustees has not by such date adopted a resolution approving the 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:

ACCESS 25 METROPOLITAN DISTRICT
NOS. 1-6

By: _____
Title: _____

By: _____
Title: _____
Date: _____

ATTEST:

TOWN OF MEAD

By: _____
Title: _____

By: _____
Title: _____
Date: _____

ATTEST:

TOWN OF MEAD URBAN RENEWAL
AUTHORITY

By: _____
Title: _____

By: _____
Title: _____
Date: _____



Agenda Item Summary

MEETING DATE: September 11, 2023
SUBJECT: MURA Update
PRESENTED BY: Helen Migchelbrink, Executive Director

SUMMARY

The Town of Mead Urban Renewal Authority last met on June 12, 2023 for a general update and to adopt remote meeting policies. The following are updates since the previous meeting:

Intersection of 3rd and Welker

Resolution No. 01-URA-2021, adopted on May 10, 2021, approved the funding request from the Town of Mead for construction of intersection improvements at the 3rd and Welker Avenue intersection in the amount of \$1.25 million. Funds were transferred from MURA to the Town’s transportation fund in 2022 for this project. Real estate acquisition continues. The 100% construction plan set and related specifications was submitted to CDOT on September 1 and is being reviewed by Town Staff. The project will bid later this fall and construction will commence in 2024.

Main Street Parking Lot

The adopted budget for 2023 appropriated \$500,000 to be transferred to the Town’s transportation fund for public improvements at 242 Main Street. The dirt lot is scheduled to be improved to a parking lot as part of the Community Center Project which is scheduled for 2024. The parking lot would provide much needed parking for downtown businesses.

Audited Financial Statements

CliftonLarsonAllen, LLP is conducting the audit of Mead and MURA’s 2022 financial statements. The draft statements were delayed. An extension was approved by the Office of the State Auditor until September 30, 2023. A final review and edit of the statements is being completed.

2024 Budget

Staff is preparing the draft 2024 Budget which will be presented to the Authority on October 9, 2023. A public hearing will be held on December 11, 2023 to review the proposed budget and consider adoption. The Preliminary Certification of Valuation was received from Weld County and does show increases in assessed valuations and additions due to new construction.