

RESOLUTION NO. 10-53

INTRODUCED BY:

Councilperson Hamilton-Bruer

Councilperson Huff

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF CASTLE PINES NORTH, COLORADO, THE
CASTLE PINES URBAN RENEWAL AUTHORITY AND CASTLE ROCK
FIRE PROTECTION DISTRICT**

WHEREAS, by Resolution No. 10-27, the City Council of the City of Castle Pines North created the Castle Pines Urban Renewal Authority (“URA”) and designated the City Council as the governing body of the Authority pursuant to the Colorado Urban Renewal Law, Section 31-25-101 et seq., C.R.S. (the “Act”); and

WHEREAS, by Resolution No. 10-46, the City Council adopted the Castle Pines North Urban Renewal Plan (“Plan”) to carry out future urban renewal projects within the Urban Renewal Plan Area (“Plan Area”) described therein; and

WHEREAS, the Plan contemplates the use of tax increment financing to assist in redevelopment projects as such are identified by the City and the URA; and

WHEREAS, the Castle Rock Fire Protection District (“District”) is a taxing entity whose boundaries include real property within the boundaries of the URA; and

WHEREAS, the Act provides for the division of taxes collected from the taxable property within a plan area in the following order: first, to existing taxing districts of the base amount determined in accordance with statute; second, to any bonds, loans, or advances to, or indebtedness incurred by, any urban renewal project or to make payments under an agreement executed pursuant to § 31-25-107(11), C.R.S.; and third, upon payment of such bonds, loans, advances, indebtedness, and contractual obligations, to the respective taxing entities; and

WHEREAS, the Parties recognize that a division of taxes pursuant to § 31-25-107(9), C.R.S., on property within the boundary of the District without an underlying agreement for sharing the divided tax revenues with the District could potentially hinder the District's ability to provide the District's preferred level of fire protection and emergency medical response services in the District's boundary within the Plan Area; and

WHEREAS, the City and the URA recognize that adequate fire protection and emergency medical response services are essential to the health, safety, and welfare of the citizens within the District's boundaries within the Plan Area; and

WHEREAS, to the extent revenues are available and to the extent permitted by law, the City and the URA desire to ensure that funding is available to the District to provide adequate

fire protection and emergency medical response services to the citizens of the City within the District's boundaries; and

WHEREAS, the City, the URA, and the District desire to express their mutual agreement on these matters as more fully set forth in the attached intergovernmental agreement.

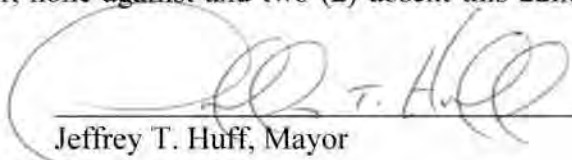
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CASTLE PINES NORTH, COLORADO AND THE BOARD OF COMMISSIONERS OF THE CASTLE PINES URBAN RENEWAL AUTHORITY THAT:

Section 1. The City Council and the Board of Commissioners of the Castle Pines Urban Renewal Authority hereby approves an intergovernmental agreement between the Castle Pines Urban Renewal Authority, the City of Castle Pines North, and the Castle Rock Fire Protection District, in substantially the same form as attached, and authorizes the undersigned to execute the same.

Section 2. Effective Date. This Resolution shall take effect upon its approval by the governing bodies.

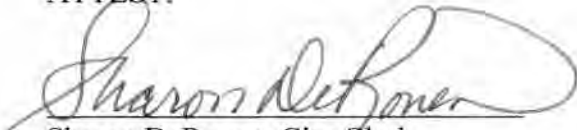
INTRODUCED, READ, AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES NORTH by a vote of seven (7) in favor and none against this 8th day of JUNE, 2010.

INTRODUCED, READ, AND ADOPTED AT A REGULAR MEETING OF THE BOARD OF COMMISSIONERS OF THE CASTLE PINES URBAN RENEWAL AUTHORITY by a vote of five (5) in favor, none against and two (2) absent this 22nd day of JUNE, 2010.



Jeffrey T. Huff, Mayor

ATTEST:



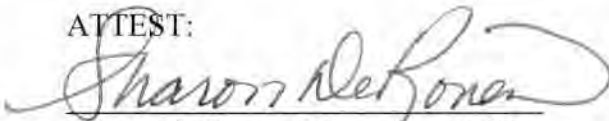
Sharon DeRouen, City Clerk

Approved as to form:



Linda C. Michow, City Attorney

ATTEST:



Sharon DeRouen, Secretary to URA



John D. Ewing, URA Chairperson

Approved as to form:



Linda C. Michow, URA Counsel

**ATTACHMENT
INTERGOVERNMENTAL AGREEMENT**

**AGREEMENT REGARDING CASTLE PINES URBAN RENEWAL AUTHORITY
TAX INCREMENT FINANCING**

This **AGREEMENT REGARDING CASTLE PINES URBAN RENEWAL AUTHORITY TAX INCREMENT FINANCING** (the "Agreement"), effective as of June 8, 2010 and entered into by and among the **CITY OF CASTLE PINES NORTH** ("City"), a municipal corporation and political subdivision of the State of Colorado; the **CASTLE PINES URBAN RENEWAL AUTHORITY** ("URA"), an urban renewal authority and body corporate and politic of the State of Colorado; and the **CASTLE ROCK FIRE PROTECTION DISTRICT** (the "Fire District"), a quasi-municipal corporation and political subdivision of the State of Colorado (each party individually referred to herein as a "Party" and collectively referred to herein as the "Parties").

RECITALS

WHEREAS, pursuant to the Colorado Urban Renewal Law, Section 31-25-101, et seq., C.R.S. (the "Act"), the City Council of the City formed the URA by Resolution No. 10-27, dated April 27, 2010; and

WHEREAS, pursuant to the Act, the City Council of the City passed and adopted Resolution No. 10-46 approving the Castle Pines North Urban Renewal Plan (the "Plan") to carry out future urban renewal projects within the Urban Renewal Plan Area ("Plan Area") described therein; and

WHEREAS, the Fire District is a taxing entity whose boundary includes real property within the boundary of the URA, which real property is shown in **EXHIBIT A**, which is attached hereto and incorporated herein; and

WHEREAS, the Act authorizes, and the Plan provides, for the use of tax increment financing by the URA to assist with the development of projects subject to approval of a redevelopment agreement between the URA and a property owner or developer; and

WHEREAS, the Act provides for the division of taxes collected from the taxable property within a plan area in the following order: first, to existing taxing districts of the base amount determined in accordance with statute; second, to any bonds, loans, or advances to, or indebtedness incurred by, any urban renewal project or to make payments under an agreement executed pursuant to § 31-25-107(11), C.R.S.; and third, upon payment of such bonds, loans, advances, indebtedness, and contractual obligations, to the respective taxing entities; and

WHEREAS, the Parties recognize that a division of taxes pursuant to § 31-25-107(9), C.R.S., on property within the boundary of the Fire District without an underlying agreement for sharing the divided tax revenues with the Fire District could potentially hinder the Fire District's ability to provide the Fire District's preferred level of fire protection and emergency medical response services in the Fire District's boundary within the Plan Area; and

WHEREAS, the City and the URA recognize that adequate fire protection and emergency medical response services are essential to the health, safety, and welfare of the citizens within the Fire District's boundary within the Plan Area; and

WHEREAS, the Fire District has entered into an agreement with the Town of Castle Rock entitled, Town of Castle Rock/Castle Rock Fire Protection District Amended and Restated Intergovernmental Agreement and dated September 15, 2009, to provide for fire protection and emergency medical response services within the Fire District's boundaries and the payment therefore, which agreement may be amended from time to time ("Fire District – Castle Rock IGA"); and

WHEREAS, pursuant to the terms of the Fire District – Castle Rock IGA, the Town of Castle Rock is required to perform all fire protection and emergency response services within the Fire District's boundaries and the Fire District is currently required to fund and pay for 5.5% of the total annual operations budget of the Castle Rock Fire Department through imposition of rates, tolls, fees or charges and certification of a mill levy; and

WHEREAS, to the extent revenues are available and pursuant to the terms of the Revenue Sharing Agreement described herein, the City and the URA desire to ensure that funding is available to the Fire District to provide adequate fire protection and emergency medical response services to the citizens of the City within the Fire District's boundaries; and

WHEREAS, the Parties recognize there are several outstanding issues between them and desire to create the process under which such issues can be efficiently and mutually resolved.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein, the mutual covenants and promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Purpose. The purpose of this Agreement is to set forth the terms upon which the Parties have agreed to mutually cooperate in an effort to ensure that the Fire District continues to receive adequate funding for the provision of fire protection and emergency medical response services within the Plan Area should the City and the URA, pursuant to § 31-25-107(9), C.R.S., divide real property taxes on real property within the Fire District's boundary.

2. Revenue Sharing Agreement. The Plan authorizes tax increment financing in accordance with § 31-25-107(9), C.R.S. In accordance with the Act, the Plan establishes the base tax amount as "that portion of taxes which are produced by the levy at the rate fixed each year by or for each public body upon the valuation for assessment of taxable property in the urban renewal area last certified prior to the effective date of the Plan" and an increment amount as "that portion of said property taxes in excess of such base amount allocated to, and when collected paid into the tax increment revenue fund." In the event that the City or URA, at any time during the term of this Agreement, desire to utilize tax increment financing pursuant to §

31-25-107(9), C.R.S., on real property within the Fire District's boundary, the City and the URA agree that, as a condition precedent to such action, that the City, the URA, and the Fire District shall negotiate and execute a separate intergovernmental agreement to provide the Fire District with a mutually agreed upon share of any incremental property tax revenues produced, collected and allocated to the URA above the base tax amount attributable to the Fire District's ad valorem mill levy and not otherwise committed to payment of principal, interest, and premiums due in connection with any bonds, loans, or advances to, or indebtedness incurred by, any urban renewal project or to make payments under an agreement executed pursuant to C.R.S. § 31-25-107(11), which share of any incremental property tax revenue should be deemed generally sufficient by the parties to ensure the Fire District is able to continue to provide adequate fire protection and emergency medical response services to its residents within the Plan Area. In no event shall the amount of property tax revenue received by the Fire District from within the Plan Area be less than the amount required to pay its obligations under the Fire District – Castle Rock IGA and its normal operations expenses, as mutually agreed upon between the parties.

3. No Contest. The Fire District agrees that it will not contest the City's formation of the URA or the adoption of the May 25, 2010 Urban Renewal Plan.

4. Term, Termination. The term of this Agreement shall commence on June 8, 2010, and shall run for a term of Twenty-Five (25) years unless terminated earlier due to the abolishment of the URA or termination of the Plan. This Agreement may be terminated by a party upon mutual written consent of all Parties.

5. Modification. This Agreement may not be amended, modified, or changed, in whole or in part, without a written agreement executed by the Parties.

6. Assignment. No Party shall assign this Agreement or any interest hereunder in whole or in part, without the prior written consent of each of the other Parties. Any assignment attempted with the prior written consent of all Parties hereto, which consent shall not be unreasonably withheld, shall be deemed void, and of no force or effect. Consent to one assignment shall not be deemed to be consent to any subsequent assignment nor the waiver of any right to consent to such subsequent assignment. Notwithstanding the foregoing, the Fire District shall be permitted to assign this Agreement to its successor.

7. Notices. Any notices or other communications required or permitted by this Agreement or by law to be served on, given to or delivered to any Party hereto, by any other Party shall be in writing and shall be deemed duly served, given or delivered when personally delivered to the Party to whom it is addressed or in lieu of such personal service, upon receipt in the United States' mail, first-class postage prepaid, addressed as follows:

To the Fire District:

Castle Rock Fire Protection District
P.O. Box 373
Castle Rock, CO 80104

With a copy to:

Grimshaw & Haring, P.C.
Attn: James M. Hunsaker
1700 Lincoln St., Suite 3800
Denver, CO 80203-4538

To the City and the URA:
City of Castle Pines North
Castle Pines URA
7501 Village Square Drive, Suite 100
Castle Pines North, CO 80108

With a copy to:
Widner, Michow & Cox, LLP
Attn: Linda C. Michow
13133 East Arapahoe Rd, Suite 100
Centennial, Colorado 80112

Any Party may change its address for the purpose of this Paragraph by giving written notice of such change to the other Parties in the manner provided in this Paragraph.

8. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

9. Binding Agreement. This Agreement shall inure to and be binding on the administrator, successors, and permitted assigns of the Parties hereto.

10. Entire Agreement. This Agreement constitutes the complete and exclusive statement of the agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior oral and written proposals, negotiations, representations, promises, agreements, warranties or understandings concerning such subject matter.

11. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

12. Governmental Immunity. Nothing in this Agreement shall be construed as a waiver of the rights and privileges of the Parties pursuant to the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as the same may be amended from time to time.

13. Authority To Enter Into Agreement. Each Party hereby confirms it is lawfully authorized to enter into this Agreement, and has taken all steps necessary to authorize the execution of the Agreement by the respective signatories below.

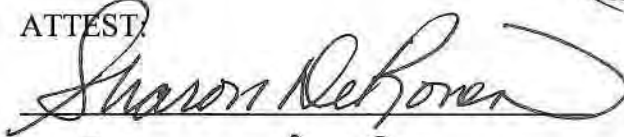
[The remainder of this page is left intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year first above written.

CITY OF CASTLE PINES NORTH, a municipal corporation and political subdivision of the State of Colorado:


Jeffrey T. Huff, Mayor


ATTEST:



By: Sharon DeRoven

Its: City Clerk

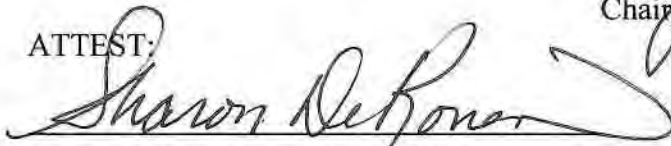
Approved as to form:


Linda C. Michow, City Attorney

CASTLE PINES URBAN RENEWAL AUTHORITY, an urban renewal authority:


Chairperson

ATTEST:



By: Sharon DeRoven

Its: Secretary to U.R.A.

Approved as to form:


Linda C. Michow, URA Counsel

CASTLE ROCK FIRE PROTECTION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado:

John E Bell
By: _____
John E Bell
Its: _____
President

ATTEST:

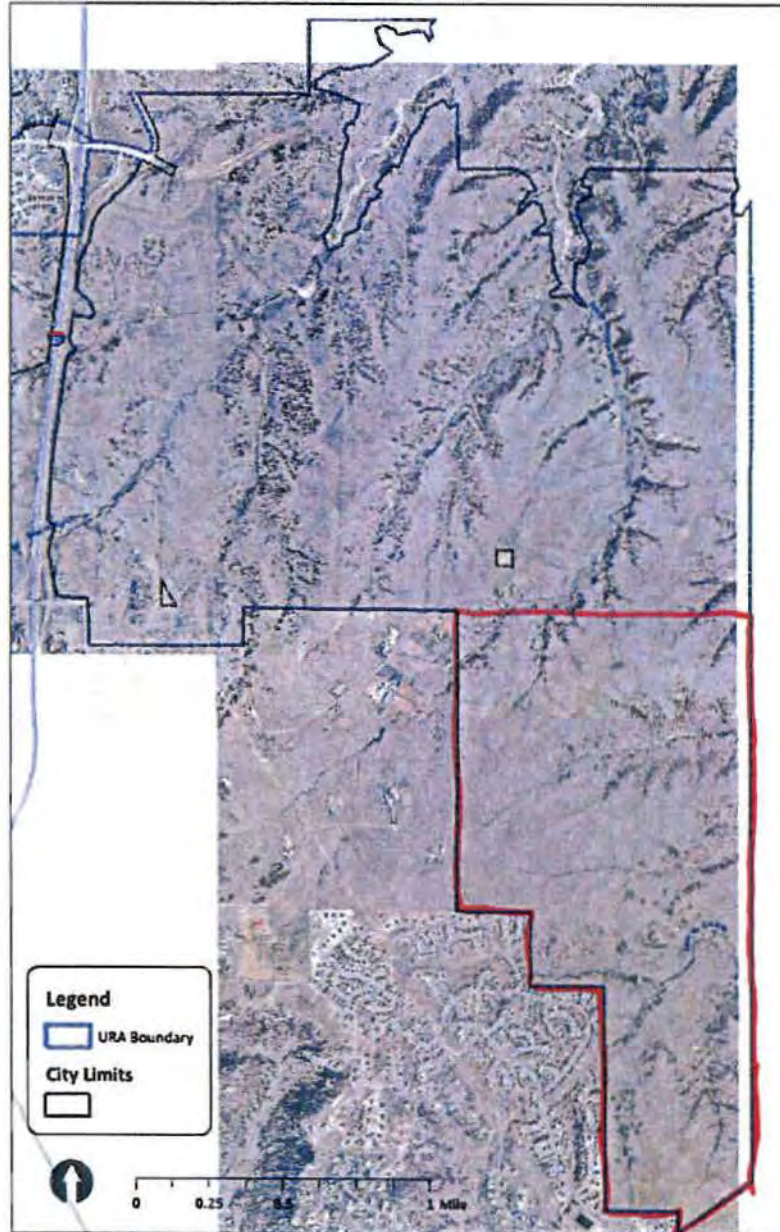
Peter J. Hier
By: _____
Peter J. Hier
Its: _____
Secretary

EXHIBIT A
FIRE DISTRICT BOUNDARY

EXHIBIT A

Depiction of Fire District Boundaries within the URA

Castle Pines Urban Renewal Area (east portion)



- = w/in FIRE DISTRICT BOUNDARIES