

RESOLUTION NO. 24-23

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES,
COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF CASTLE PINES, COLORADO AND THE
CASTLE PINES URBAN RENEWAL AUTHORITY REGARDING
TAX INCREMENT REVENUE SHARING**

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 of Castle Pines (the "City Council") formed the Castle Pines Urban Renewal Authority (the "Authority") by Resolution No. 23-26; and

WHEREAS, the City of Castle Pines (the "City") is authorized to enter into the intergovernmental agreement with the Authority attached to this Resolution as Exhibit A (the "Agreement") pursuant to its home rule powers, Section 31-15-101, C.R.S., and Section 31-25-112 of the Act; and

WHEREAS, the City imposes an ad valorem property tax of 12 mills to fund park, recreation, trail and open space amenities and improvements and operations (the "OS Mill Levy"), an ad valorem property tax of 4.5 mills, the revenues from which are earmarked for the Douglas County Sheriff's Office for public safety and law enforcement services (the "Public Safety Mill Levy"), and a 3.75% sales tax (the "City Sales Tax"); and

WHEREAS, by Resolution No. 24-17, the City Council approved the Castle Pines West Commercial District Urban Renewal Plan (the "Plan") which, in addition to creating the Castle Pines West Commercial District Urban Renewal Area (the "Plan Area"), authorized the use of tax increment financing ("TIF Financing") within the Plan Area, as contemplated by Section 31-25-107(9) of the Act; and

WHEREAS, the City Council wishes to approve the Agreement with the Authority to set forth the City's and Authority's agreement with respect to the sharing of incremental tax revenues from the OS Mill Levy, the Public Safety Mill Levy, and the City Sales Tax.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO, THAT:

Section 1. The City Council hereby: (a) approves the "Intergovernmental Agreement Between the City of Castle Pines, Colorado and the Castle Pines Urban Renewal Authority Regarding Tax Increment Revenue Sharing" in substantially the same form as attached to this Resolution as Exhibit A; (b) authorizes the City Attorney, in consultation with City Staff, to make or negotiate such changes as may be needed to the Agreement so long as any changes do not substantially increase the obligations of the City; and (c) authorizes the Mayor to execute the Agreement on behalf of the City when it is in its final form.

Section 2. If any section, paragraph, clause, or provision of this Resolution is held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability

of such section, paragraph, clause, or provision shall not affect any of the remaining sections, paragraphs, clauses, or provisions of this Resolution.

Section 3. This Resolution is effective immediately upon adoption.

INTRODUCED, READ AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES BY A VOTE OF 5 IN FAVOR, 1 AGAINST, AND 1 ABSENT ON THIS 27TH DAY OF FEBRUARY, 2024.



ATTEST:

Tobi Duffey

Tobi Duffey, MMC, City Clerk

Tracy Engerman
Tracy Engerman (Feb 28, 2024 12:00 MST)

Tracy Engerman, Mayor

APPROVED AS TO FORM:

Linda C. Michow

Linda Michow, City Attorney

EXHIBIT A

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CASTLE PINES,
COLORADO AND THE CASTLE PINES URBAN RENEWAL AUTHORITY
REGARDING TAX INCREMENT REVENUE SHARING**

(Attached.)

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF CASTLE PINES, COLORADO AND THE
CASTLE PINES URBAN RENEWAL AUTHORITY REGARDING
TAX INCREMENT REVENUE SHARING**

THIS INTERGOVERNMENTAL AGREEMENT (this “Agreement”) between the **CITY OF CASTLE PINES, COLORADO**, a Colorado home rule municipality (the “City”) and the **CASTLE PINES URBAN RENEWAL AUTHORITY**, a body corporate and politic in the State of Colorado (the “Authority”) (collectively, the “Parties”), is effective as of the date of the last signature below (the “Effective Date”).

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 (“City Council”) formed the Authority by Resolution No. 23-26; and

WHEREAS, the City is a home rule municipality of the State of Colorado with boundaries overlapping the Authority’s boundaries; and

WHEREAS, the City is authorized to enter into this Agreement pursuant to its home rule powers, Section 31-15-101, C.R.S., and Sections 31-25-107 and 31-25-112 of the Act; and

WHEREAS, the Authority is authorized to enter into this Agreement pursuant to Sections 31-25-105 and 31-25-107 of the Act; and

WHEREAS, at the November 7, 2023 coordinated election, voters within the City voted in favor of City of Castle Pines Ballot Issue 2F authorizing the City to impose an ad valorem property tax of 12 mills to fund park, recreation, trail and open space amenities and improvements and the continued operation of the same within the City, subject to the terms and conditions set forth in the ballot issue (the “OS Mill Levy”); and

WHEREAS, the City also imposes an ad valorem property tax of 4.5 mills, the revenues from which are earmarked for the Douglas County Sheriff’s Office for public safety and law enforcement services (the “Public Safety Mill Levy”) ; and

WHEREAS, the City also imposes a 3.75% sales tax, inclusive of the 1.00% increase to the sales tax rate approved by voters within the City at the November 7, 2023 coordinated election (the “City Sales Tax”); and

WHEREAS, by Resolution No. 24-17, City Council approved the Castle Pines West Commercial District Urban Renewal Plan (the “Plan”) which, in addition to creating the Castle Pines West Commercial District Urban Renewal Area (the “Plan Area”), authorized the use of tax increment financing (“TIF Financing”) within the Plan Area, as contemplated by Section 31-25-107(9) of the Act; and

WHEREAS, City Council and the Authority desire to enter into this Agreement to set forth the Parties’ agreement with respect to the sharing of incremental tax revenues from the OS Mill Levy, the Public Safety Mill Levy, and the City Sales Tax.

NOW, THEREFORE, it is agreed by the Parties as follows:

AGREEMENT

1. Allocation of OS Mill Levy Revenues. The City agrees that all of the incremental property tax revenues generated in the Plan Area as a result of the imposition of the OS Mill Levy upon taxable property within the Plan Area (the "OS Mill Levy Increment") shall be allocated to and, when collected, paid into a special fund of the Authority to be used by the Authority for any purpose permitted by the Act. Said incremental property tax revenues shall be allocated and divided as provided in this Section 1 and in accordance with the Act for a period not to exceed twenty-five years after the effective date of adoption of the Plan (the "TIF Period").

2. No Allocation of Public Safety Mill Levy. The Parties agree that none of the incremental property tax revenues generated in the Plan Area as a result of the imposition of the Public Safety Mill Levy upon taxable property within the Plan Area shall be allocated to or paid into the Authority's special fund.

3. No Allocation of City Sales Tax Revenues. Unless otherwise agreed to by the Parties in a future amendment to this Agreement, the Parties agree that none of the incremental sales tax revenues generated in the Plan Area as a result of the collection of the City's Sales Tax within the Plan Area shall be allocated to or paid into the Authority's special fund. Any future allocation and payment to the Authority's special fund of incremental sales tax revenues from the City's Sales Tax shall require an amendment to this Agreement in accordance with Section 7 below.

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

5. City and Authority Separate. Notwithstanding anything provided in this Agreement, the City and its officials, representatives, consultants, and employees shall not be construed as the agents or employees of the Authority, and the Authority and its officials, representatives, consultants, and employees shall not be construed as agents or employees of the City. The Parties enter into this Agreement as separate, independent governmental entities and shall remain such throughout. Without limiting the foregoing, neither party shall hereby assume the debts, obligations, or liabilities of the other party.

6. Term, Termination. The term of this Agreement shall commence on the Effective Date and shall run until the expiration of the TIF Period unless this Agreement is terminated earlier due to the abolishment of the Authority or termination of the Plan. This Agreement may be terminated at any time upon the mutual written agreement of the Parties.

7. Amendment. This Agreement may be amended only by written agreement executed by the Parties in the same manner as this Agreement.

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

9. Entire Agreement. This Agreement merges and supersedes all prior negotiations, representations, and agreements between the Parties relating to the subject matter hereof. This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof.

10. Governing Law: Venue. This Agreement shall be construed and enforced in accordance with the laws of the United States, the State of Colorado, and the applicable provisions of the Charter and Municipal Code of the City of Castle Pines. Venue for any legal action relating to this Agreement shall lie in the District Court, County of Douglas, State of Colorado.

11. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect.

12. No Third Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and the Authority. Nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person or entity. It is the express intention of the City and the Authority that any person or entity other than the City and the Authority receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

13. No Waiver of Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the City or the Authority, their officials, employees, contractors, agents, or any other person acting on behalf of the City or the Authority and, in particular, immunities, rights, and protections afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

14. Counterparts: Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document. In addition, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto.

(Signature Pages Follow)

CITY OF CASTLE PINES, COLORADO

By: _____
Tracy Engerman, Mayor

Date of Execution: _____

ATTEST:

By: _____
Tobi Duffey, MMC, City Clerk

APPROVED AS TO FORM

By: _____
Linda Michow, City Attorney

CASTLE PINES URBAN RENEWAL
AUTHORITY

By: _____
Tracy Engerman, Chairperson

Date of Execution: _____

ATTEST:

By: _____
Tobi Duffey, Clerk to the Authority

APPROVED AS TO FORM

By: _____
Authority Counsel