

**INTERGOVERNMENTAL AGREEMENT FOR THE
GLOBEVILLE COMMERCIAL URBAN REDEVELOPMENT PLAN**

THIS INTERGOVERNMENTAL AGREEMENT FOR THE GLOBEVILLE COMMERCIAL URBAN REDEVELOPMENT PLAN (this “Intergovernmental Agreement”) dated as of _____, 2020 (as mutually executed, the “Effective Date”), by and among **ADAMS COUNTY, COLORADO** (the “County”), the **CITY AND COUNTY OF DENVER, COLORADO** (“City”), a home-rule city and municipal corporation of the State of Colorado, and the **DENVER URBAN RENEWAL AUTHORITY** (“DURA”), a body corporate duly organized and existing as an urban renewal authority under the laws of the State of Colorado (the “State”).

W I T N E S S E T H:

WHEREAS, Adams County (the “County”) is a county of the State of Colorado; and

WHEREAS, the City and County of Denver (the “City”) is a home-rule city and a municipal corporation duly organized and existing under and pursuant to Article XX of the Colorado Constitution and the Charter of the City (the "City Charter"); and

WHEREAS, DURA is a body corporate and has been duly created, organized, established and authorized by the City to transact business and exercise its powers as an urban renewal authority, all under and pursuant to the Colorado Urban Renewal Law, Sections 31-25-101, *et seq.*, Colorado Revised Statutes, (the “Act”); and

WHEREAS, pursuant to Section 31-25-112.5 of the Act, the City, the County and DURA are authorized to cooperate with DURA for the development of the area located adjacent to the City; and

WHEREAS, the Denver City Council approved by ordinance and the Board of County Commissioners of Adams County approved by resolution an urban redevelopment plan known as the Globeville Commercial Urban Redevelopment Plan (the “Urban Redevelopment Plan”), in accordance with Section 31-25-112.5 of the Act; and

WHEREAS, pursuant to Sections 31-25-107 and 31-25-109 of the Act, DURA has the power and authority to issue or incur notes, interim certificates or receipts, bonds, certificates of indebtedness, debentures, advances, or other obligations, including refunding obligations for the purpose of financing the activities and operations authorized to be undertaken by DURA with respect to Urban Redevelopment Projects in accordance with the Urban Redevelopment Plan, the Cooperation Agreement (as defined below), the Act and other related agreements, as approved by the City and the County; and

WHEREAS, DURA, the City, and the County entered into a Cooperation Agreement (the “Cooperation Agreement”) in May, 2011 to guide the redevelopment of the areas outlined within the Redevelopment Plan; and

WHEREAS, the Act, Section 18, Article XIV of the Colorado Constitution, C.R.S. Sections 29-1-201, *et seq.*, and the City Charter authorize the City, the County and DURA to enter into intergovernmental agreements; and

WHEREAS, DURA and the County wish to enter into an intergovernmental agreement regarding reimbursement from “Increment Revenues” (as defined in the Urban Redevelopment Plan) pursuant to the Cooperation Agreement and to set forth the process by which additional projects may be considered.

NOW, THEREFORE, in consideration of the foregoing recitals, and the following terms and conditions, DURA, the City and the County hereby agree as follows:

ARTICLE I
ELIGIBLE ACTIVITIES

Section 1.1 Initial Project

The Initial Project is defined in Section 6.1 (a) of the Cooperation Agreement. The Urban Redevelopment Plan authorized DURA to incur obligations not to exceed ten million five hundred thousand dollars (\$10,500,000.00) payable from Increment Revenues pursuant to the terms of the Cooperation Agreement to finance the work paid for from the Section 108 Guaranteed Loan of up to ten million dollars (\$10,000,000.00), as described in Section 1.2 below, and costs incurred associated with DURA requirements of up to five hundred thousand dollars (\$500,000.00) in order to complete the Initial Project.

Section 1.2 Section 108 Loan Status

In 2009, the County was awarded a ten million dollar (\$10,000,000.00) Section 108 Guaranteed Loan from the U.S. Department of Housing and Urban Development (“H.U.D.”) to facilitate the redevelopment of a site within the Urban Redevelopment Area. The County entered into a loan agreement with H.U.D. (“HUD Loan”) for ten million dollars (\$10,000,000.00) and simultaneously the County also entered into a loan agreement with Globeville I, LLC, acting as the developer of the to-be-redeveloped site (“Development Loan”). Collectively, the HUD Loan and the Development Loan may be referred to herein as the “Loans.” Globeville I, LLC executed draws on the HUD Loan for the full ten million dollar (\$10,000,000.00) loan amount during the course of the redevelopment. Each draw was verified and increased the balance on the HUD Loan and Development Loan. The repayment source for the Loans is the proceeds from land sales as Globeville I, LLC sold the redeveloped property under a phased development approach.

Section 1.3 Payments by the County on HUD Loan

In 2011, in order to meet a requirement for the timely spending of H.U.D. funds, the County made a one million dollar (\$1,000,000.00) prepayment on the HUD Loan using County Community Development Block Grant funds. After making this pre-payment, the HUD Loan

principal balance was reduced to nine million dollars (\$9,000,000.00), while the Development Loan principal balance to Globeville I, LLC remained at ten million dollars (\$10,000,000.00).

Section 1.4 Repayment of Development Loan

The sale of redeveloped lots in the area specified in the Urban Renewal Plan is the primary repayment source for the HUD Loan and the Development Loan. The total amount of proceeds resulting from land sales is nine million, six hundred and fifty-five thousand, nine hundred and eighteen dollars and twenty-three cents (\$9,655,918.23). The proceeds of the land sales completely satisfied the HUD Loan, and left a remaining balance of three hundred and forty-four thousand, eighty-one dollars and seventy-seven cents (\$344,081.77) on the Development Loan. There is no remaining balance on the HUD Loan. There remains a balance on the Development Loan of three hundred and forty-four thousand, eighty-one dollars and seventy-seven cents (\$344,081.77). The Parties agree the remaining balance of the Development Loan after all land sales is an eligible amount to be repaid from Increment Revenues.

ARTICLE II TAX INCREMENT FINANCE

Section 2.1 Repayment of Remaining Balance of Development Loan with Tax Increment Financing

The County has provided documentation substantiating the land proceeds as described in Section 1.4, and within fourteen (14) days of the Effective Date, DURA will wire three hundred and forty-four thousand, eighty-one dollars and seventy-seven cents (\$344,081.77) to the County, which is the remaining balance on the Development Loan as described in Section 1.4. Upon receipt of such funds, the County will provide Globeville I, LLC with the promissory note showing a release of payment and final statement or similar written documentation showing a release of obligation from the Development Loan.

ARTICLE III ACTIVITIES BEYOND INITIAL PROJECT

Section 3.1 Actions After Completion of Initial Project

As defined in the Cooperation Agreement, the term of incremental tax collection shall cease upon the earlier of: (i) twelve (12) months after the Completion of the Initial Project and the repayment of all obligations unless DURA is otherwise noticed in accordance with the Cooperation Agreement, or (ii) the date that is twenty-five (25) years from the latest date of approval of the Urban Redevelopment Plan authorizing the use of tax increment financing.

The date on which repayment of the \$344,081.77 occurs (the "Date") will commence the twelve (12) month period referenced in Section 5.1 of the Cooperation Agreement. DURA shall provide notice of the Date in accordance with Section 5.2 of the Cooperation Agreement.

Section 3.2 Actions by the County

The County and the City shall diligently coordinate with one another in reviewing and jointly recommending eligible projects to DURA as outlined in the Urban Redevelopment Plan and the Cooperation Agreement, including, if applicable, the order of precedence of funding for each eligible project. All projects shall be in furtherance of the objectives of the Urban Redevelopment Plan and such projects will have a direct benefit to the Initial Project as well as the surrounding area experiencing impacts resulting from the Initial Project. All projects shall be approved on behalf of the County by the County Director of Finance, and by the City in accordance with Section 3.3 herein.

The County shall notify DURA if the County intends to use County Property Tax Increment derived from taxing jurisdictions other than the County and if so, acknowledges that DURA will be required to enter into an agreement with each of the other taxing entities whose property tax is to be used in calculating the County Property Tax Increment.

Section 3.3 Actions by the City

The City and the County shall diligently coordinate with one another in reviewing and jointly recommending eligible projects to DURA as outlined in the Urban Redevelopment Plan and the Cooperation Agreement, including, if applicable, the order of precedence of funding for each eligible project. All projects shall be in furtherance of the objectives of the Urban Redevelopment Plan and such projects will have a direct benefit to the Initial Project as well as the surrounding area experiencing impacts resulting from the Initial Project. All projects shall be approved on behalf of the City by both the City Manager of Finance and the City Manager of Public Works, and by the County in accordance in accordance with Section 3.2 herein.

The City shall notify DURA if the City intends to use City Property Tax Increment derived from taxing jurisdictions other than the City, and if so, acknowledges that DURA will be required to enter into an agreement with each of the other taxing entities whose property tax is to be used in calculating the City Property Tax Increment.

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Contract Control Number:
Contractor Name:

FINAN-202053242-00
DENVER URBAN RENEWAL AUTHORITY

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

FINAN-202053242-00
DENVER URBAN RENEWAL AUTHORITY

By: _____

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

IN WITNESS WHEREOF, the parties hereto have caused this Intergovernmental Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

ADAMS COUNTY

By _____
Chair

ATTEST:


Josh Zygielbaum, Clerk and Recorder

Deputy Clerk


APPROVED AS TO FORM:
Adams County Attorney

By _____
County Attorney

DENVER URBAN RENEWAL AUTHORITY

By  _____
Name:
Title:

ATTEST:

By  _____
Tracy M. Huggins, Secretary

CITY AND COUNTY OF DENVER
[ADD CITY SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Intergovernmental Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

ADAMS COUNTY

By Emma Renter
Chair

ATTEST:

Josh Zygielbaum, Clerk and Recorder

Channah
Deputy Clerk

APPROVED AS TO FORM:
Adams County Attorney

By M. Pell
County Attorney