

CITY OF GREELEY – GREELEY URBAN RENEWAL AUTHORITY
INTERGOVERNMENTAL AGREEMENT

This **AGREEMENT** is made this ____ day of ____, 2020 by the City of Greeley, Colorado, a municipal corporation (“City”), located at 1000 10th Street, Greeley CO, 80631, and by the Greeley Urban Renewal Authority, a political-corporate organization under Colorado law, (“Authority”), located at 1100 10th Street, Greeley CO 80631.

WHEREAS, the Greeley City Council adopted Resolution No. 8, dated July 15, 1969, calling for the establishment of the Greeley Urban Renewal Authority as the legally constituted Authority to submit a Neighborhood Development Program application to the U.S. Department of Housing and Urban Development and to administer the program with appropriate staff; and,

WHEREAS, the Greeley City Council adopted Resolution No. 16, dated October 21, 1969, pursuant to Colorado Revised Statutes 1963, Chapter 139, granting and establishing an Urban Renewal Authority for the City of Greeley with all the powers as authorized by law, also finding that one or more slum or blighted areas exist in the city for which the acquisition, clearance, rehabilitation, conservation, development, redevelopment, or a combination thereof in such areas is necessary for the public health, safety, morals, or welfare of the community residents and, that it is in the public interest that Urban Renewal Authority exercise its powers by law to address such conditions; and

WHEREAS, the Greeley City Council adopted Resolution No. 17 dated November 25, 1969 approving the Mayor’s appointment of the initial seven Urban Renewal Commissioners; and,

WHEREAS, the Greeley City Council confirmed the establishment of an Urban Renewal Authority for the City of Greeley by Ordinance No. 45, 1969, dated December 23rd, 1969; and

WHEREAS, Authority thereafter received funds from time to time from the federal government under the Housing Act of 1949, as amended, and those grants together with certain in-kind contributions from the City enabled Authority to carry on various urban renewal activities; and,

WHEREAS, upon the repeal or amendment of the Housing Act of 1949 and its replacement in whole or in part by the enactment by the federal government of the Housing and Community Development Act of 1974, it was expected that Authority would no longer receive any direct grants from the federal government after December 31, 1974; and,

WHEREAS, a change in the law and program regulations allowed the City to make application for federal grant funds to support urban renewal and redevelopment activities; and,

WHEREAS, the City determined it was in the best interest of the community to utilize the organization and expertise of Authority to carry out the federally identified eligible grant program and activities on behalf of the City and adopted Ordinance No. 20, 1975, dated

February 18, 1975 approving a Cooperation Agreement detailing the arrangement between the City and Authority for the use and application of Community Development Funds received by the City, including the designation of urban renewal employees as City employees; and,

WHEREAS, the City and Authority re-established the provisions of the Cooperation Agreement with a replacement Agreement dated March 25th, 1980, adopted by the Greeley City Council as Ordinance No. 18, 1980; and,

WHEREAS, since that time the City and Authority have entered into numerous agreements relative to a variety of actions to further redevelopment objectives consistent with the City's Comprehensive Plan, Redevelopment District objectives, Tax Increment Financing, and other undertakings encompassed within urban renewal law; and

WHEREAS, specific commitments related to previous City and Authority Agreements have been successfully concluded; and,

WHEREAS, the City and Authority desire to enter into this Agreement in order to replace all previous Cooperation Agreements with a single document that restates, affirms, restates, and updates the expectations and roles that Authority and the City will perform in connection with urban renewal activities in subsequent years.

NOW, THEREFORE, IN CONSIDERATION OF THE MATTERS RECITED ABOVE, THE CITY AND AUTHORITY HEREBY AGREE AS FOLLOW:

SECTION I: DEFINITIONS

- A.** **"Board"** means the Board of Commissioners of the Authority including the individuals now serving on that Board and any individuals subsequently appointed by the Mayor and confirmed by City Council after the date of this Agreement.

- B.** **"Urban Renewal Activities"** include any and all of the activities carried out by the Authority using Community Planning and Development Funds as well as activities pursuant to "Urban Renewal Law", CRS 1973, 31-25-101, et seq., as amended, including but not limited to the acquisition of properties and relocation of the individuals and business that had been occupying those properties, all pursuant to Regulations and Guidelines issued by the U.S. Department of Housing and Urban Development (HUD) and other applicable law; the making of rehabilitation loans and grants to individuals and entities eligible under HUD regulations and state law; removal of dilapidated buildings and other structures from land previously acquired; and disposing of real property in accordance with HUD regulations and urban renewal law.

- C. **“Community Planning and Development Funds” (“CPDF”)** means monies received by the City of Greeley from the Federal Government administered through the U.S. Department of Housing and Urban Development (“HUD”), Office of Community Planning and Development.
- D. **“Urban Renewal Employees”** means those individuals employed by the City who are assigned primarily to perform duties associated with housing and urban renewal and whose wages may be compensated all or in part from CPDFs.
- E. **“Tax Increment Districts”** means those geographic areas within the city of Greeley that have been designated by the Greeley City Council as tax increment districts, pursuant to Colorado State law.

SECTION II: URBAN RENEWAL BOARD FUNCTIONS

- A. **Urban Renewal Board Members:** in accordance with CRS 31-25-104 the City shall continue to designate seven individuals as commissioners to serve on the Board, who shall have staggered terms of five (5) years appointed by the Mayor of the City and confirmed by the Greeley City Council.
- B. **Bylaws:** The Board has adopted a set of bylaws, which it may amend from time to time, that define its membership, officers, board members, personnel, duties, meetings, quorum, and other rules of procedure.
- C. **Use of CPDFs:** the Board shall act on behalf of the City in the application for, management and administration of federal grants associated with CPDFs.
 - 1. **Employees.**
 - a. The Authority shall have the use of Urban Renewal Employees in order to carry out Urban Renewal Activities, and may give general direction to those employees in connection with those Authority activities;
 - b. Such authorization shall not entitle the Authority to cause the Urban Renewal Employees to violate any of the general rules and policies pertaining to City employees;
 - c. The Urban Renewal Employees are considered full-time City employees compensated by the City and, as such, the Authority shall not supplement the compensation of Urban Renewal Employees with funds from any source;
 - d. The Authority may designate any one of the Urban Renewal Employees or the City supervisor of those employees as the nominal executive

director of the Authority for convenience in carrying out Authority activities.

2. Program Administration.

- a. The City must abide by all applicable uniform administrative requirements as described in 24 CFR 570.502 of the Entitlement Grant Regulations, Provisions of Title I of the Housing & Community Development Act of 1974, as amended, and as may be updated from time to time by the Federal Government. On behalf of the City, the Authority is granted the authority to and will abide by and perform the decision-making role required in connection with the application for and any federal HUD regulations and guidelines that accompany the use of such funds which include, but are not limited to, the following:
 - i. Annual Work Program: The Authority shall conduct public hearing(s) each year to consider applications for assistance from Community Planning and Development funded programs. Based upon such applications, and other relevant master plans, the Authority shall present a recommendation for the use of the City's annual and 5-year allocation of federal CPDFs. The City shall consider the Authority's recommended budget and public comment and make a final determination of the use of the funds. The Authority shall submit the application to the HUD office and, upon final award, manage the completion of the activities contained in the approved grant program in a timely manner and in conformance with federal regulations and fund drawdown deadlines;
 - ii. Records and Reports: the Authority will establish and maintain written policies and procedures concerning the administration of all such programs and shall cooperate with the City to keep detailed records of all program loans, grants, and expenditures. For each federally -funded project, the Authority shall include a description of the beneficiaries, including location, race, income and family size, as may be required by the program;
 - iii. Program Income: Program Income derived from the activities and projects funded from federal dollars shall be retained by the Authority in the federal program budget from which it originated and will be used for those activities that generated the income or

any of the other activities adopted by the City in that federal program year or subsequent years. In accord with the Federal Regulations, the Authority shall use Program Income before additional funds are drawn from the U.S. Treasury;

- iv. Other Program Requirements: The City is required, and the Authority agrees to carry out, each activity contained in the City's Annual Plan in accord with all Federal Laws and Regulations contained in sub part K of the Community Development Block Grant Regulations, including a) lead based paint b) use of debarred, suspended or ineligible contractors or sub-contractors, c) uniform administrative requirements and cost principles, d) conflict of interest, and e) Executive Order 12372.
- v. Suspension and Termination: In the event the Authority materially fails to comply with the federal program regulations associated with the award of funding , the City may suspend or terminate the conditions of this Agreement as it pertains to the federally- funded programs. Prior to such termination the City agrees to provide the Authority a hearing to discuss the breach of performance.
- vi. Reversion of Assets: In the event this Agreement expires or is terminated, or upon the dissolution of the Authority, all CPDFs on hand at the time of expiration, termination or dissolution and any account receivable attributable to the use of CPDFs shall transfer to the City. Any real property under the Authority's control that was acquired in whole or in part with CPDFs in excess of \$25,000 shall either: 1) be used to meet one of the National Objectives of the CDBG Program of Title I of the Housing & Community Development Act of 1974, as amended, until five years after expiration of the Agreement, or 2) be disposed of in a matter which results in the City being reimbursed in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-federal funds for acquisition of, or improvement to, the property. Such reimbursement is not required after five years from the date of the expiration of this Agreement.

- b. On behalf of the City, the Authority will act as the designated contact to the U.S. Department of Housing and Urban Development for the management of CPDFs;
- c. The City shall hold the official financial records of the federal grants and shall support the administration of Community Planning and Development Funds with financial accounting, annual audit, and other City resources as appropriate and necessary.

3. Legal Counsel.

- a. The City will provide legal counsel to the Authority for all work related to the work carried out on behalf of the City in its use of CPDFs and pursuant to any federally funded program that the Authority may administer, or for other urban renewal activities that the City requests the Authority to undertake on its behalf.
- b. The Authority may employ legal counsel, with the consent of the City, to advise and represent the Authority and to provide legal services associated with Authority's activities carried out under urban renewal law and not funded by the City (e.g. tax increment projects, loans). It is intent of the parties that any legal counsel employed in this regard will answer solely to the Authority.

4. Property Acquisition and Disposal: It has been the practice and it is contemplated that the Authority may continue, from time to time, to acquire real property in the execution of its urban renewal activities.

- a. Except when such real property acquisition is undertaken with the intent for the City to hold or improve that property for a public purpose, land acquired by the Authority shall be titled in the name of the Authority;
- b. Disposition of any property purchased by the Authority shall be in conformance with federal regulations when such funds are used as well as C.R.S. 31-25-106;
- c. The Authority will cooperate with the City in distinguishing the purpose for the property acquisition prior to its purchase;
- d. The City has will continue to insure all real property purchased by Authority, until such property is disposed for urban renewal purposes.

SECTION III: TAX INCREMENT DISTRICTS AND URBAN RENEWAL ACTIVITIES

A. Urban Renewal Authority. The Authority is allowed under State law to improve real property contained within an approved redevelopment area and which improvements are consistent with the goals and objectives of the adopted urban renewal plan for such an area.

B. Urban Renewal Boundary. The City has established a geographic area, known as the “Redevelopment District” (“District”), also referred to as the Urban Renewal Boundary, within which the Authority will principally focus and carry out its authorized redevelopment activities.

C. Tax Increment Districts. Within the District, the City Council has authorized the creation of four independent Redevelopment and Tax Increment Finance Districts, known as the “W.10th Street Commercial Corridor”, the “Greeley Mall Area”, the “Western Sugar Factory Area”, and “East 8th Street Corridor”.

1. In individual studies, the City determined that area conditions, as defined by State law, existed sufficient to warrant the designation of each area as “blighted” and eligible for Tax Increment Financing support; and,
2. Each of the referenced Redevelopment and Tax Increment Financing Districts were established with an Urban Renewal Plan that, if implemented, would address those conditions which led to their blight designation; and,
3. Tax Increment Districts are authorized for a period of twenty-five years to allow adequate time to accomplish key redevelopment activities related their adopted Urban Renewal Plans; and,
4. Each of the four referenced Redevelopment and Tax Increment Districts have been established for ten years or less and have not fully realized the redevelopment objectives for which they were created; and,
5. To accomplish the objectives of the Urban Renewal Plans for each of the referenced Redevelopment and Tax Increment Districts, it will require that all of the funds projected to be generated from each of these districts to achieve the purposes of their respective Plans.
6. The City has determined that the purposes and goals for its establishment of its four Redevelopment and Tax Increment Financing Districts remain valid, relevant, and essential to address the original conditions of blight, which have not been adequately remediated at the date of execution of this Agreement.

7. The Tax Increment Financing revenue generated independently from each of the referenced Redevelopment and Tax Increment Financing Districts is essential to pledge as an obligation of the Authority to accomplish the Urban Renewal Plan.
8. In accordance with the urban renewal activities as referenced in each District's Urban Renewal Plans, the Authority will continue to execute redevelopment activities including, but not limited to, the following undertakings to achieve its urban renewal objectives:
 - a. Acquisition and clearance of blighted or vacant properties for redevelopment;
 - b. Demolition or removal of dilapidated structures or appurtenances;
 - c. Removal of hazards, such as with environmental conditions
 - d. Removal of inadequate and/or upgrading of utilities;
 - e. Installation or replacement of key area infrastructure or other public facilities necessary to improve the function and appearance of the general area, such as streets, parks, playgrounds and other improvements necessary to carry out the objectives of the urban renewal plans;
 - f. Disposition of any property acquired or held by the Authority as part of its undertaking of an urban renewal project; and,
 - g. Removal or elimination of conditions that create an unsafe condition or public liability such as, but not limited to traffic, parking, and public safety hazards.
9. The Authority will establish a line of credit from the City in the amount of \$750,000, subject to annual appropriation; or, alternately, with a private lender, against which the Authority may borrow funds on a short term basis to accomplish approved urban renewal activities and for which tax increment revenues are pledged for repayment.
10. The Authority will continue to expend the tax increment revenues generated from each of the Redevelopment and Tax Increment Financing Districts for the remaining life of each district or until their urban renewal objectives are fully accomplished, whichever occurs first.
11. The foregoing shall constitute the full and complete Agreement between the City of Greeley and the Greeley Urban Renewal Authority as it relates to on-going authorization for the expenditures related to tax increment financing, except that for each activity or project for which the Authority would borrow funds from the City as a line of credit for repayment from its tax increment fund a

Promissory Note and individual Cooperation Agreement shall first be approved by City and Authority.

SECTION IV: GENERAL PROVISIONS

A. Liability.

1. The City, by virtue of this Agreement, will not acquire any ownership interest or any responsibility or liability with regard to any past or future Authority activity independent of those activities assumed by the Authority on behalf of the City pursuant to this Agreement;
2. It is not intended that any individual member of the Authority will have or incur any personal liability with regard to this Agreement or any activity under it, except as provided by the laws of the State of Colorado and the City of Greeley Municipal Code.

B. Term. This Agreement shall remain in full force and effect until terminated by mutual decision or by unilateral action of one party, upon at least thirty days' written notice to the other party.

C. Notice. Any notice required or permitted by this Agreement will be in writing and will be deemed to have been sufficiently given for all purposes if delivered (a) in person, (b) by prepaid overnight express mail or overnight courier service, or (c) by certified mail or registered mail, postage prepaid return receipt requested, addressed to the Party to whom such notice is to be given at the address set forth below or at such other or additional addresses as may be furnished in writing to the other Parties.

The City:	City Manager 1000 10 th Street Greeley CO 80631	With copy to:	City Attorney 1100 10 th Street Greeley CO 80631
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Authority:	Urban Renewal Secretary 1100 10 th Street Greeley CO 80631	With copy to:	Authority Counsel Otis and Bedingfield 1812 56 th Avenue Greeley CO 80634
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D. Other Agreements.

1. It is the intent of the parties to restate and reaffirm the terms of all prior agreements between them. The terms set forth herein supersede any conflicting provisions in such prior agreements.
2. The parties, from time to time, each may enter into separate agreements for specific projects that are in the nature of urban renewal activities that are not specifically included in this Agreement. It is the intent of the parties that the City will not exercise influence or control over Authority activities that are carried out in accordance with State Statute and Federal Laws and are not funded by the City either from CPDFs or by City donated funds.

This Agreement shall be in force on the effective date of the City Resolution authorizing the Mayor to sign it.

Executed the date and year first written above.

CITY OF GREELEY, COLORADO

**BOARD OF COMMISSIONERS OF THE
GREELEY URBAN RENEWAL AUTHORITY**

By: _____
Mayor

By: _____
Chairperson

ATTEST:

ATTEST:

By: _____
City Clerk

By: _____
Secretary

APPROVED AS TO LEGAL FORM:

By: _____
City Attorney

APPROVED AS TO SUBSTANCE:

By: _____
City Manager

AVAILABILITY OF FUNDS:

By: _____
Director of Finance