I. Welcome And Introductions (Mayor Sloan/ Mayor Pro Tem Behm)  
(Incoming DDA board members will introduce themselves, mentioning their reason for applying and one goal for downtown.)

II. Review legal status/legal mission of the Authority. (This is primarily a review of Ordinance 1946.)

III. High level review of DDA fiscal position/funding commitments/transition plan.

IV. High level review of main next step, the preparation of a “Downtown Development Plan” which needs to be in place by late summer or early fall.

V. Administrative Items:

   a. Staffing Agreement (for future action)
   b. Election of Officers
   c. Appointment of Executive Director, Secretary, and Treasurer (assumed to be next meeting)
   d. By-laws (for future action)
   e. Confirm Meeting dates/time

VI. Adjourn.

The City of Golden does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in the provision of services. For disabled persons needing reasonable accommodation to attend or participate in a city service, program or activity, call 384-8017 as far in advance as possible. Disabled access is available from the front entrance of City Hall.
Memorandum

To: DDA Board of Directors  
From: Steve Glueck, Executive Director  
Date: April 14, 2014  
RE: Meeting Memo for April 21, 2014 meeting

This memo will provide background information on selected items to be discussed at the upcoming DDA meeting.

I. Welcome. The Mayor, Council, and staff want to very much thank you for agreeing to serve on the exciting start of this board. We hope to get to know each other a bit during this activity.

II. Legal Status/ Legal Mission. The “enabling legislation” that established the DDA was an ordinance passed in mid-2013 that accompanied the ordinance setting the November 2013 election. With the successful passage of the election Ordinance 1946 (attached) became effective and became our legal guidance. We will review the ordinance and discuss and questions or clarifications about the powers and duties of the DDA and the board.

III. High Level Review of Fiscal Position. Although the DDA will not generate any revenue until next year, it is in a very healthy fiscal position going forward, based upon funding commitments from the City and GURA, and the start of both incremental tax revenues and the DDA mill levy. We will spend some time going over this position and the implications for the balance of the year and 2015.

IV. Downtown Development Plan. Completion and adoption by the City of a “Downtown Development Plan” within the next few months is a critical requirement in order to start receiving the property and sales tax increment revenues as well as being required to levy the DDA property tax. However, the contents of the plan are not strictly defined by statute. While there are portions of the plan that need to be included describing formation and the financial provisions, there is much latitude regarding whether we include existing policy guidance for land use, redevelopment and design from other adopted documents, or simply refer to them or take a new look at these policy recommendations. In addition, there is an opportunity to provide guidance regarding some of the downtown and business assistance programs that may be utilized in the future.

Since the Downtown Development Plan is intended to guide for many years it would likely tend to be broad at the goals or maybe strategy level, but not tactical or programmatic. Please take some time and review the three included documents…. the 1989 GURA Plan, the 2008 Downtown Character Plan (which includes a discussion and update of the GURA plan recommendations), and the 2012 East Downtown Plan. This review will help us discuss a general direction for the newly required document.

V. Administrative Items. There are a number of items to discuss, as contained in the above attachments on transition. The main item staff recommends for action at this initial meeting is the election of a chair and vice chair. A draft of bylaws is attached, but this and other items can wait until the next meeting. The election of officers requires only an election and vote. The other items will need to occur by a resolution of the DDA board.
ORDINANCE NO. 1946

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GOLDEN APPROVING CREATING AND ESTABLISHING THE GOLDEN DOWNTOWN DEVELOPMENT AUTHORITY AND DETERMINING ORGANIZATIONAL ASPECTS OF THE GOLDEN DOWNTOWN DEVELOPMENT AUTHORITY

WHEREAS, the City of Golden, Colorado (the "City"), is a municipal corporation duly organized and existing as a home rule city under Article XX of the Colorado Constitution and under the Charter, as from time to time amended, of the City (the "Charter"); and

WHEREAS, all legislative powers possessed by the City, conferred by Article XX of the Colorado Constitution, except as limited by the Charter or otherwise existing by operation of law, are vested in the Council of six Councilors and the Mayor, also known as the City Council (the "City Council"); and

WHEREAS, the funding for the Golden Urban Renewal Authority, formed in 1989, will expire upon the payment of 2014 property and sales taxes in 2015 which will result in an absence of long-term, dedicated funding to continue to maintain the amenities, levels of service, and beautification, and continue projects to redevelop and revitalize the City’s downtown as have existed over the past two decades; and

WHEREAS, by Resolution No. 2204, dated August 16, 2012, the City Council established the Downtown Development Task Force (the "Task Force") made up of downtown property owners, business owners, and residents to study the creation of a downtown development authority and make recommendations to the City Council; and

WHEREAS, the Task Force has considered and evaluated various legal entities to finance and oversee future downtown projects and has recommended that the City Council approve, create and establish a downtown development authority in the City; and

WHEREAS, based upon the Task Force’s recommendation and other evidence presented at the public hearing, the City Council hereby determines that it is prudent and necessary to establish the Golden Downtown Development Authority (the "Authority") which will promote the public health, safety, prosperity, security and general welfare in order to halt or prevent deterioration of property values or structures within the downtown, will halt or prevent the growth of blighted areas within the downtown and will assist in the development and redevelopment of the downtown and in the overall planning to restore or provide for the continuance of the health of the downtown, and that it will be of special benefit to the properties within the boundaries of the Authority; and

WHEREAS, the City Council hereby determines and establishes the Authority and the boundaries of the Authority and, pursuant to Part 8 of Article 25 of Title 31, Colorado Revised Statutes ("C.R.S.") (the "Downtown Development Authority Act" or "Act") and the Charter as applicable, subject to approval by the qualified electors (as that term is defined in the Act) at an election to be held pursuant to the Act, and to that end, has concurrently herewith approved in Ordinance No 1947, for submittal to the qualified electors (as that term is defined in the Act) of the area described herein at the election to be held on November 5, 2013 in the City, the ballot questions set forth therein; and

WHEREAS, in 1984, the City Council adopted several ordinances with the intent of establishing, organizing and submitting the question of creation of a downtown development authority to the qualified
electors; however, such downtown development authority was never formed, has no board, never incurred debt, and is inactive, and which, for the avoidance of doubt, the City Council hereby wishes to terminate and states that, consistent with the Act, there shall be only one downtown development authority within the City which shall be the Authority established by this Ordinance; and

WHEREAS, the Board of the Authority (as defined herein) may, with approval of the City Council, adopt within the downtown development area, a plan of development, as modified from time to time ("Plan of Development"), for public facilities and other improvements to public or private property of all kinds, including, but not limited to, removal, demolition, site preparation, renovation, repair, remodeling, construction, reconstruction or other changes in existing buildings and facilities or new buildings and facilities which may be necessary or appropriate to the execution of any such plan which in the opinion of the Board will aid and improve the downtown development area; and

WHEREAS, the Authority shall only be authorized to act pursuant to a Plan of Development after approval of the City Council.

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GOLDEN, COLORADO:

Section 1. The above recitals are incorporated by reference in this Ordinance and such recitals constitute findings in support of the following ordaining sections.

Section 2. Subject to the canvassing of returns of the election authorized by Ordinance No. 1947, if a majority of the qualified electors voting on the question set forth in Section 3 of Ordinance No. 1947, cast ballots in favor of the question submitted, then and only then shall there hereby be created and established pursuant to the Downtown Development Authority Act, a downtown development authority in an area of the City described herein to be known as the “Golden Downtown Development Authority.”

Section 3. The Authority shall be located within the city limits of the City of Golden, Colorado, in an area whose boundaries are described on Exhibit “A” attached hereto and incorporated herein by reference.

Section 4. The Authority shall be a body corporate with all the purposes and powers now or hereafter authorized by the Downtown Development Authority Act, except or as specifically limited in any Plan of Development approved by the City Council, and all additional and supplemental powers necessary or convenient to carry out and effectuate the purposes and provisions of the Downtown Development Authority Act and such other powers and authority as specifically stated in any Plan of Development approved by the City Council.

Section 5. If authorized in a Plan of Development approved by the City Council, the Authority or the City on behalf of and for use by the Authority, and as a voter-approved revenue change, is authorized to collect and retain, in the year established in the Plan of Development, and in all subsequent years thereafter, whatever amount is collected annually from any revenue sources including, but not limited to, taxes received as described in Sections 31-25-807(3), 31-25-816, and 31-25-817, C.R.S., and fees, rates, tolls, rents, charges, grants, contributions, loans, income, or other revenues imposed, collected, or authorized as described in Section 31-25-808, C.R.S., or otherwise, by law to be imposed or collected by the Authority or by the City on behalf of and for use by the Authority, and such revenues shall be collected and spent without regard to any
Ordinance No. 1946
Page 3

spending, revenue-raising, or other limitation contained within Article X, Section 20 of the Colorado Constitution, or any other law and without limiting in any year the amount of other revenues that may be collected and spent by the Authority and the City on behalf of the Authority.

Section 6. The Board of the Authority may adopt a Plan of Development which, upon approval of the City Council, provides for tax increment financing from property tax and sales tax, or both, as authorized by Section 31-25-807(3), C.R.S. This Ordinance shall not be construed to prevent the creation of new urban renewal areas subject to tax increment financing under the Colorado Urban Renewal Law after the effective date of this ordinance within or overlapping the boundaries of the Authority.

Section 7. If a majority of the qualified electors voting on the question set forth in Section 6 of Ordinance No 1947 cast ballots in favor of the question submitted, commencing in 2014 for collection in 2015, the City may impose an ad valorem mill levy not exceeding five (5) mills on all real and personal property within the boundaries of the Authority and for the Authority, to be used for the purpose of paying the Authority’s operations, maintenance and other expenses, as allowed by Sections 31-25-807(3), 31-25-808, 31-25-816, and 31-25-817, C.R.S., and as otherwise allowed by law.

Section 8. The Authority shall be subject to the following laws, as may be amended from time to time:

(a) The Colorado Open Records Act, Part 2 of Article 72 of Title 31, C.R.S.

(b) The Colorado Open Meetings Law, Part 4 of Article 6 of Title 24, C.R.S.

(c) The Local Government Budget Law of Colorado, Part 1 of Article 1 of Title 29, C.R.S.

(d) The Local Government Uniform Accounting Law, Part 5 of Article 1 of Title 29, C.R.S.

(e) The Local Government Audit Law, Part 6 of Article of Title, 29 C.R.S.

(f) The Authority shall be a “Public Entity” as defined by the Colorado Governmental Immunity Act, Article 10 of Title 24, C.R.S.

(g) The Golden Municipal Code and the Charter, as amended.

(h) Other applicable law.

Section 9. The Finance Department of the City on behalf of the Authority shall annually submit a budget to the City Manager for administrative review in accordance with the policies of the City no later than October 1st of each year before the budget is submitted to the City Council for approval pursuant to 31-25-816, C.R.S. The Finance Department of the City on behalf of the Authority shall maintain accounting records and records of transactions for the Authority. The Finance Department of the City on behalf of the Authority shall invest any funds not required for immediate disbursement in legal investments for public funds authorized by the City’s investment policies or pursuant to Colorado statute and to deposit any funds not required for immediate disbursement in any depository authorized pursuant to the City’s investment policies or pursuant to Colorado statute.
Section 10. The operations of the Authority shall be principally funded from the following, if authorized in any Plan of Development:

(a) Donations to the Authority for the performance of its functions;

(b) Moneys borrowed and to be repaid from other funds received under the authority of the Downtown Development Authority Act;

(c) Tax increment funds as defined in Section 31-25-807(3), C.R.S., if a Plan of Development is adopted which provides for such tax increment funding;

(d) Fees, rates, tolls, rents, charges, grants, contributions, loans, income or other revenues imposed, collected or authorized by law to be imposed or collected by the Authority or by the City on behalf of and for use by the Authority pursuant to an approved Plan of Development;

(e) Proceeds of an ad valorem tax of up to five (5) mills on the valuation for assessment of properties within the boundaries of the Authority; and

(f) Such other sources as may be approved by the City Council of the City.

Section 11. Any City ordinance by which bonds are issued by the City on behalf of the Authority, pursuant to the Downtown Development Authority Act, shall specify the maximum net effective interest rate of such bonds.

Section 12. The Authority shall be organized as follows:

(a) The Authority shall have a board comprised of seven (7) members, all of whom, except for any member of the City Council, must be "qualified electors" of the Authority, as defined in Section 31-25-802(9), C.R.S. ("Board"), appointed by the Mayor and confirmed by a majority of the City Council. Consistent with Sections 31-25-805 and 31-25-806, C.R.S., the Board of the Authority shall be constituted as follows:

i. One (1) member shall be a member of the City Council; and

ii. Six (6) members who are residents, landowners or business lessees within the boundaries of the Authority.

(b) The initial terms of the Board members shall be as follows:

i. The member from the City Council shall serve at the pleasure of the City Council;

ii. The terms of two members shall expire on June 30, 2015;

iii. The terms of two members shall expire on June 30, 2016; and

iv. The terms of two members shall expire on June 30, 2017.

(c) After the initial terms of the Board have expired, the terms of all members appointed to the Board, except the member from the City Council, shall expire four years from the expiration date of the terms of their predecessors. After notice and an opportunity to be heard, an appointed member of the Board may be removed for cause by the City Council. Board
members shall hold office until their successor has been appointed and qualified by the Mayor and confirmed by a majority of the City Council.

(d) The term "business" shall include a for profit business or a nonprofit business. An officer or director of a corporation having a place of business within the boundaries of the Authority shall be eligible for appointment to the Board. A manager, agent, or employee, all as defined in Section 7-90-102, C.R.S., of an entity having its place of business within the boundaries of the Authority shall be eligible for appointment to the Board. No officer or employee of the City, except the member from the City Council, shall be eligible for appointment to the Board.

(e) The Board shall adopt and promulgate rules governing its procedures, including election of officers, and these rules shall be filed in the office of the Clerk. The Board shall hold regular meetings in the manner provided in the rules of the Board. Special meetings may be held when called in the manner provided in the rules of the Board. Notice of meetings of the Board shall be in accordance with the Colorado Open Meetings Law. All meetings of the Board shall be open to the public except as allowed under the Colorado Open Meetings Law.

(f) Members of the Board shall serve without compensation, but they may be reimbursed for actual and necessary expenses.

Section 13. The Authority shall, to the extent permitted and within the limitations of the Colorado Governmental Immunity Act, indemnify and defend each director, officer, and employee of the Authority in connection with any claim or actual or threatened suit, action, or proceeding in which he or she may be involved in his or her official capacity by reason of his or her being or having been such director, officer, or employee, or by reason of any action or omission by him or her in any such capacity.

Section 14. Additional property may be included within the boundaries of the Authority subject to City Council approval, as provided in Section 31-25-822, C.R.S., as it may be amended.

Section 15. All actions not inconsistent with the provisions of this Ordinance heretofore taken by the members of the City Council and the officers and employees of the City and directed toward holding the election for the purposes stated herein are hereby ratified, approved and confirmed.

Section 16. If any one or more sections or parts of this Ordinance shall be judged unenforceable or invalid, such judgment shall not affect, impair or invalidate the remaining provisions hereof; it being the intention of the City Council that the various provisions hereof are severable. If any individual tract of land included within the area described in Section 3 of this Ordinance is determined by a court of competent jurisdiction to be excluded from the Authority, should the formation of the same be authorized by the qualified electors, such determination shall not affect, impair, or invalidate the inclusion of the remaining area described in Section 3 of this Ordinance in the Authority, it being the intention of the City Council that the inclusion of the separate tracts of land described herein be severable.

Section 17. If, and to the extent that the City previously established a Downtown Development Authority by virtue of ordinances adopted in 1984, that Downtown Development Authority is hereby dissolved pursuant to Section 31-25-803, the City Council finding that there is no outstanding debt associated therewith.
Section 18. This Ordinance shall become effective when the City determines that a majority of the qualified electors voting on the question set forth in Section 3 of Ordinance No. 1947 has cast ballots in favor of the question submitted.

Section 19. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

Section 20. The City Council finds and declares that this Ordinance is promulgated and adopted for the public health, safety and welfare and this Ordinance bears a rational relationship to the legislative object sought to be obtained.

Introduced, read, passed and ordered published the 13th day of June, 2013.

Passed and adopted upon second reading and ordered published this 11th day of July, 2013.

Marjorie N. Sloan
Mayor

Approved as to form:

David S. Williamson
City Attorney
Ordinance No. 1946
Page 7

I, Susan M. Brooks, City Clerk of the City of Golden, Colorado, do hereby certify that the foregoing ordinance was introduced on first reading and read at a regular business meeting of the City Council of said city, held on the 13th day of June, 2013, and was published as a proposed ordinance in the Golden Transcript, legal newspaper, as the law directs seven days or more prior to its passage. A public hearing was held on the 11th day of July, 2013, and the said proposed ordinance was read on second reading. The ordinance was passed by the City Council and ordered published in the aforesaid newspaper, as the law directs on the 11th day of July, 2013.

Witness my hand and official seal of the City of Golden, Colorado, this 12th day of July, 2013.

[Signature]
Susan M. Brooks, MMC, City Clerk of the City of Golden, Colorado
EXHIBIT "A"

LEGAL DESCRIPTION:

A TRACT OF LAND LOCATED IN SECTIONS 27, 28, 33, AND 34, TOWNSHIP 3
SOUTH, RANGE 70 WEST OF THE 6TH P.M., CITY OF GOLDEN, JEFFERSON
COUNTY, COLORADO BEING MORE PARTICULARLY DESCRIBED AS
FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF BLOCK 14 OF WELCH'S ADDITION
TO GOLDEN; THENCE WESTERLY ALONG THE SOUTHERLY RIGHT-OF-WAY LINE
OF 20TH STREET A DISTANCE OF 592 FEET, MORE OR LESS, TO A POINT ON THE
SOUTHERLY EXTENTION OF THE WESERLY RIGHT-OF-WAY LINE OF THE
PLETTED ALLEY WITHIN BLOCK 24 OF SAID WELCH'S ADDITION TO GOLDEN;
THENCE NORTHERLY ALONG SAID WESTERLY LINE A DISTANCE OF 366 FEET,
MORE OR LESS, TO A POINT ON THE SOUTHERLY RIGHT-OF-WAYLINE OF 19TH
STREET; THENCE WESTERLY ALONG SAID SOUTHERLY LINE A DISTANCE OF 220
FEET, MORE OR LESS, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF
WASHINGTON AVENUE; THENCE NORTHERLY ALONG SAID WESTERLY LINE A
DISTANCE OF 732 FEET, MORE OR LESS, TO A POINT ON THE SOUTHERLY RIGHT-
OF-WAY LINE OF 17TH STREET; THENCE WESTERLY ALONG SAID SOUTHERLY
LINE A DISTANCE OF 366 FEET, MORE OR LESS, TO A POINT ON THE WESTERLY
RIGHT-OF-WAY LINE OF ARAPAHOE STREET; THENCE NORTHERLY ALONG SAID
LINE A DISTANCE OF 1,098 FEET, MORE OR LESS, TO A POINT ON THE SOUTHERLY
RIGHT-OF-WAY LINE OF 14TH STREET; THENCE WESTERLY ALONG SAID
SOUTHERLY LINE A DISTANCE OF 100 FEET, MORE OR LESS, TO A POINT ON THE
SOUTHERLY EXTENTION OF THE WESTERLY LINES OF LOTS 11 AND 2 OF BLOCK
33 OF SOUTH GOLDEN SUBDIVISION; THENCE NORTHERLY ALONG SAID
WESTERLY LINES A DISTANCE OF 366 FEET, MORE OR LESS TO A POINT ON THE
SOUTHERLY RIGHT-OF-WAY LINE OF 13TH STREET; THENCE WESTERLY ALONG
SAID SOUTHERLY LINE A DISTANCE OF 266 FEET, MORE OR LESS TO A POINT ON THE
WESTERLY RIGHT-OF-WAYLINE OF CHEYENNE STREET; THENCE
NORTHERLY ALONG SAID WESTERLY LINE A DISTANCE OF 732 FEET, MORE OR
LESS, TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF 11TH STREET;
THENCE WESTERLY ALONG SAID SOUTHERLY LINE A DISTANCE OF 366 FEET,
MORE OR LESS TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS
STREET; THENCE NORTHERLY ALONG SAID WESTERLY LINE A DISTANCE OF 817
FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF THE ALLEY WITHIN
BLOCK K OF BARBER'S ADDITION TO GOLDEN; THENCE EASTERLY ALONG SAID
NORTHERLY LINE AND THE NORTHERLY LINE OF THE ALLEYS WITHIN BLOCKS
A, 30, AND 29, A DISTANCE OF 948 FEET, MORE OR LESS TO A POINT ON THE
WESTERLY RIGHT-OF-WAY LINE OF THE NORTH-SOUTH ALLEY WITHIN BLOCK
29; THENCE NORTHERLY ALONG THE WESTERLY LINES OF THE NORTH-SOUTH
ALLEYS WITHIN BLOCKS 29 AND 22 A DISTANCE OF 346 FEET, MORE OR LESS, TO
A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE EAST WEST ALLEY
WITHIN BLOCK 22; THENCE WESTERLY ALONG SAID SOUTHERLY LINE AND THE SOUTHERLY LINE OF THE ALLEY WITHIN BLOCK 21 OF SAID BARBER'S ADDITION TO GOLDEN, A DISTANCE OF 582 FEET, MORE OR LESS, TO A POINT ON THE WESTERNLY RIGHT-OF-WAY LINE OF CHEYENNE STREET; THENCE NORTHERLY ALONG SAID WESTERLY LINE A DISTANCE OF 386 FEET, MORE OR LESS, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE ALLEY WITHIN BLOCK 1 OF SAID BARBER'S ADDITION TO GOLDEN; THENCE EASTERNLY ALONG THE NORTHERLY RIGHT-OF-WAY LINES OF THE ALLEYS WITHIN BLOCKS 19, 20, AND 21 OF SAID BARBER'S ADDITION TO GOLDEN, A DISTANCE OF 432 FEET, MORE OR LESS, TO A POINT ON THE EASTERNLY RIGHT-OF-WAY LINE OF ARAPAHOE STREET; THENCE SOUTHERLY ALONG SAID EASTERNLY LINE A DISTANCE OF 10 FEET, MORE OR LESS, TO A POINT ON THE CENTERLINE OF THE VACATED ALLEY WITHIN BLOCK 19 OF SAID BARBER'S ADDITION TO GOLDEN; THENCE EASTERNLY ALONG THE CENTERLINE OF SAID VACATED ALLEY A DISTANCE OF 150 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF LOT 1, MALTESE MINOR REPLAT OF LOTS 1, 2, 3, 10, 11, AND 12 IN BLOCK 19; THENCE NORTHERLY ALONG THE EASTERNLY LINE OF SAID LOT 1 AND ITS NORTHERLY EXTENTION AND ALONG THE WESTERNLY LINE OF THE ALLEY IN BLOCK 12, A DISTANCE OF 582 FEET, MORE OR LESS, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF 6TH STREET; THENCE EASTERNLY ALONG SAID NORTHERLY LINE A DISTANCE OF 380 FEET, MORE OR LESS, TO A POINT ON THE EASTERNLY LINE OF THE ALLEY IN BLOCK 13 EXTENDED; THENCE SOUTHERLY ALONG SAID EASTERNLY LINE A DISTANCE OF 366 FEET, MORE OR LESS, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF 7TH STREET; THENCE EASTERNLY ALONG SAID LINE AND ALONG THE NORTHERLY LINE OF THAT VACATED PORTION OF 7TH STREET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 28; THENCE EASTERNLY ALONG SAID NORTH LINE TO A POINT ON THE EASTERNLY RIGHT-OF-WAY LINE OF VACATED EAST STREET; THENCE SOUTHERLY ALONG SAID EASTERNLY LINE TO THE WESTERNLY CORNER BETWEEN LOTS 3 AND 4 OF BLOCK B, BUSH AND FISHER ADDITION TO GOLDEN; THENCE EASTERNLY ALONG THE LINE BETWEEN SAID LOTS 3 AND 4 A DISTANCE OF 140 FEET, MORE OR LESS, TO A POINT ON THE WESTERNLY RIGHT-OF-WAY LINE OF ARCHER STREET; THENCE SOUTHERLY ALONG SAID WESTERNLY LINE A DISTANCE OF 416 FEET, MORE OR LESS, TO THE EASTERNLY CORNER OF THE LINE BETWEEN LOT 5 AND 6 OF BLOCK 14 OF SAID BUSH AND FISHER ADDITION TO GOLDEN; THENCE WESTERNLY ALONG SAID LINE A DISTANCE OF 140 FEET, MORE OR LESS, TO A POINT ON THE EASTERNLY RIGHT-OF-WAY LINE OF EAST STREET; THENCE SOUTHERLY ALONG SAID EASTERNLY LINE TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF VACATED 11TH STREET; THENCE WESTERNLY ALONG SAID NORTHERLY LINE A DISTANCE OF 366 FEET, MORE OR LESS, TO A POINT ON THE EASTERNLY RIGHT-OF-WAY LINE OFFORD STREET; THENCE SOUTHERLY ALONG SAID EASTERNLY LINE A DISTANCE OF 3,360 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.
### DDA BUDGET FOR HIGH PRIORITY PROJECTS ONLY

This spreadsheet is based on the 2012 JeffCo assessment of the GURA District as modified by property additions and subtractions of the proposed DDA Boundary.

#### 2012 Assessed Value of DDA Boundary

- 30,857,457

#### Base Property Tax = 87 Mil $ off 2012 Assessed Value of DDA Boundary

- 2,684,599

#### Base Sales Tax = 2012 GURA District Sales Tax Est.

- 2,015,675

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<td>21 5 Mil Levy within the DDA Boundary</td>
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#### DDA EXPENDITURES:

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<th>2016</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>29 Capital Infrastructure</td>
<td>100,000</td>
<td>100,000</td>
<td>100,000</td>
<td>100,000</td>
<td>100,000</td>
<td>500,000</td>
</tr>
<tr>
<td>30 Redevelopment Support</td>
<td>40,000</td>
<td>40,000</td>
<td>40,000</td>
<td>40,000</td>
<td>40,000</td>
<td>200,000</td>
</tr>
<tr>
<td>31 Infrastructure Management</td>
<td>80,000</td>
<td>82,400</td>
<td>84,872</td>
<td>87,418</td>
<td>90,041</td>
<td>424,731</td>
</tr>
<tr>
<td>32 Business Assistance (high priority)</td>
<td>80,000</td>
<td>82,400</td>
<td>84,872</td>
<td>87,418</td>
<td>90,041</td>
<td>424,731</td>
</tr>
<tr>
<td>33 Administration</td>
<td>65,000</td>
<td>67,000</td>
<td>69,000</td>
<td>71,000</td>
<td>72,000</td>
<td>344,000</td>
</tr>
<tr>
<td>34 Other business assistance</td>
<td>-</td>
<td>45,000</td>
<td>50,000</td>
<td>57,000</td>
<td>57,000</td>
<td>209,000</td>
</tr>
<tr>
<td><strong>Total DDA Expenditures</strong></td>
<td>365,000</td>
<td>416,800</td>
<td>428,744</td>
<td>442,836</td>
<td>449,081</td>
<td>2,102,462</td>
</tr>
</tbody>
</table>

- **Net Revenue/(Loss)** | 316,693  | 12,801   | 4,389    | (9,280)  | (11,914) | 312,688  |

- **Development Reserve** | 329,494  | 333,883  | 324,603  | 312,688  |          |          |
## Priorities Evaluation Matrix

### DDA

<table>
<thead>
<tr>
<th>Projects</th>
<th>2014 GURA Budget</th>
<th>Assumed 2015 DDA Budget</th>
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</thead>
<tbody>
<tr>
<td><strong>Capital Infrastructure</strong></td>
<td></td>
<td></td>
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<tr>
<td>Projects</td>
<td></td>
<td>100000</td>
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<tr>
<td>Redevelopment Support</td>
<td></td>
<td>40000</td>
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<tr>
<td><strong>Infrastructure Management</strong></td>
<td></td>
<td></td>
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<tr>
<td>Memorial Engraving</td>
<td></td>
<td>250</td>
</tr>
<tr>
<td>Downtown Directories updates</td>
<td></td>
<td>2,000</td>
</tr>
<tr>
<td>Banners Labor</td>
<td></td>
<td>6,000</td>
</tr>
<tr>
<td>Holiday Lights</td>
<td></td>
<td>85,000</td>
</tr>
<tr>
<td>Power Washing</td>
<td></td>
<td>10,000</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>103,250</td>
<td>80000</td>
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<tr>
<td><strong>Business Assistance (Retention/Attraction)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public Art</td>
<td>10,000</td>
<td></td>
</tr>
<tr>
<td>Web Pilot Program</td>
<td>15,000</td>
<td></td>
</tr>
<tr>
<td>Buy Golden Week</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Loveland Gardens</td>
<td>250</td>
<td></td>
</tr>
<tr>
<td>Miners Alley Playhouse</td>
<td>10,000</td>
<td></td>
</tr>
<tr>
<td>Visit Golden</td>
<td>15,000</td>
<td></td>
</tr>
<tr>
<td>Façade and Alley Renovations</td>
<td>12,000</td>
<td></td>
</tr>
<tr>
<td>General Improvement Grant</td>
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<td></td>
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<tr>
<td>Energy Efficiency Grant</td>
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<tr>
<td><strong>Subtotal</strong></td>
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<tr>
<td><strong>Tax Increment Financing</strong></td>
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<tr>
<td>Administration</td>
<td></td>
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</tr>
<tr>
<td><strong>Total</strong></td>
<td>203000</td>
<td>365000</td>
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</table>
## Preliminary Calc of GURA Downtown Fund, Post Debt Retirement

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2013 Year End Cash Reserves</td>
<td>$1,925,000</td>
</tr>
<tr>
<td>2014 Property Tax Increment</td>
<td>$1,500,000</td>
</tr>
<tr>
<td>2014 Sales Tax Increment</td>
<td>$850,000</td>
</tr>
<tr>
<td>2015 Property Tax Increment</td>
<td>$1,500,000</td>
</tr>
<tr>
<td>Other URA debt to downtown</td>
<td>$75,000</td>
</tr>
<tr>
<td><strong>Sub Total Revenues</strong></td>
<td><strong>$5,850,000</strong></td>
</tr>
<tr>
<td>2014 Debt (P &amp; I)</td>
<td>($1,270,000)</td>
</tr>
<tr>
<td>2014 conservative operating*</td>
<td>($630,000)</td>
</tr>
<tr>
<td>2015 Debt (P&amp;I)</td>
<td>($1,300,000)</td>
</tr>
<tr>
<td>2014 Miners Alley Repaving</td>
<td>($150,000)</td>
</tr>
<tr>
<td>2014 Washington Streetscape**</td>
<td>($500,000)</td>
</tr>
<tr>
<td><strong>Subtotal Firm Obligations</strong></td>
<td><strong>($3,850,000)</strong></td>
</tr>
<tr>
<td><strong>Preliminary Downtown Legacy Fund</strong></td>
<td><strong>$2,000,000</strong></td>
</tr>
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</table>

### Legacy Fund Opportunities

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Colfax URA Loan</td>
<td>($500,000)</td>
</tr>
<tr>
<td>DDA Seed Money</td>
<td>($500,000)</td>
</tr>
<tr>
<td><strong>Subtotal Opportunities</strong></td>
<td><strong>($1,000,000)</strong></td>
</tr>
<tr>
<td>Initial Fund Balance</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Colfax Loan Repayment</td>
<td>$500,000</td>
</tr>
<tr>
<td><strong>Proposed Legacy Fund for Major Project</strong></td>
<td><strong>$1,500,000</strong></td>
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</table>

* 2014 Conservative operating includes reduced administration and all programs, except infrastructure and debt service.

** Washington Avenue Streetscape includes City paving project and 14th to 18th.
Council Memorandum

To: The Honorable Mayor and City Council

From: Steve Glueck, Director of Community and Economic Development

Through: City Manager, Mike Bestor

Date: March 6, 2014

Re: Agreements Related to Evolution of GURA and DDA

Purpose of Agenda Item: This item appears before Council as an update and discussion briefing about four agreements related to the evolution of the City’s economic development and redevelopment efforts to be carried out by a partnership of the City, GURA, and the new DDA. The general outline of the agreements was detailed in a memo to Council transmitted in mid-January, but has also been discussed with the GURA board throughout the fall and in more detail on March 10, 2014. Staff seeks City Council review and comment, as well as direction regarding the three agreements for which the City is a party.

Background: As noted in the January 14, 2014 memo (not re-transmitted, but available upon request), the situation moving forward for GURA after 2014 is that the GURA board has conserved a substantial sum in the special fund associated with the downtown Golden urban renewal project, while at the same time, GURA’s 2015 and beyond revenue stream to cover operations and the other urban renewal project areas (8th Street, Central Neighborhood, and potentially the Colfax area) will be substantially reduced from recent levels, and must be carefully allocated.

At the same time, the new DDA has commitments for “seed” money from the City and GURA, but must also carefully allocate resources and should assure that administrative and operations expenses reflect the modest overall program budget.

As a result of this set of circumstances, City staff has been proposing the model detailed in the January 14th memo where City staff serve as administrative and executive support for the two boards for the foreseeable future. In this fashion both organizations can proceed into their next phase of implementation with the most affordable and integrated support. Given the lengthy period that these City partners will be working together with the City to support economic development goals, it is certainly possible that other arrangements will be considered and/or implemented in the future. However, at this time in our history, staff recommends that the agreements described below best serve the needs of all parties.
While the DDA board has not been seated or participated in recent discussions, the citizen task force that supported the DDA election consistently reviewed draft budgets where they recognized the infeasibility of maintaining a full independent staff given anticipated revenue levels. Likewise, the GURA board recognizes that they must seek a substantially leaner, more cost efficient administrative model for the next period of time. In order to implement the recommended model, four separate agreements are necessary and have been drafted. These agreements include:

- A Co-operation Agreement between the City and GURA to provide administrative support.
- A Co-operation Agreement between the City and DDA to provide administrative support.
- An Intergovernmental Agreement between the City and DDA for initial financial grant and loan support, as well as partial sales tax increment sharing for the next ten years.
- An Intergovernmental Agreement between GURA and the DDA for initial grant support, and also related to the use and disposition of the GURA “Legacy Fund” for specific downtown projects.

All of the agreements are consistent with recent discussions and are described in detail below. However, prior to reviewing the agreements, it is helpful to review the City’s revenue position relative to the downtown area going into 2015.

**Fiscal Impact:** As detailed in the attached table pertaining to the impact to the City of the cessation of GURA’s downtown increment revenues, the City will retain an additional $850,000 in annual sales tax revenues beginning in 2015 and will collect and retain an additional $200,000 in annual downtown property taxes beginning in 2016. This increased revenue will be offset by the following:

- With the assumption of responsibility for GURA’s ownership and maintenance interests in the two parking structures, enhanced downtown maintenance, and parking enforcement, the City’s annual costs will increase by about $250,000.
- Pursuant to informal commitments made to the DDA prior to formation, the City would grant to the DDA $100,000 a year for five years (2015 – 2019), and would loan the DDA (if requested) a fixed amount for the first five years and a lesser amount for the next five years to guaranty a moderate level of increment.
- Based upon these conservative estimates, the net benefit to the City in 2015 is $400,000, and then $600,000 annually thru 2019, and then about $800,000 annually over the current condition (in 2014 dollars).
Additionally, the fiscal impact of the proposed co-operation agreements is essentially neutral to the City as the salary and benefits of the one new staff position would be reimbursed by the two organizations.

**Structure of Agreements:** The four agreements can be characterized as follows:

1. **Co-operation Agreements**

- The essence of the two cooperation agreements is that senior City staff will serve as administrative officers to the two boards. The Director of Community and Economic Development will serve as Executive Director and Secretary of both organizations and the Finance Director will serve as Treasurer to the DDA. This arrangement can work well due to the lack of overlap of the mission of the two groups, EDComm, and the City. It should create a focused integrated approach where individual boards function independently with a higher level of coordination than otherwise expected.

- The City Finance Department will serve as the accounting and fiscal management arm of both organizations (this arrangement is actually mandated for the DDA by Council’s enacting ordinance and state law). This arrangement will free up support staff to focus on program development and implementation.

- The day to day program support for both groups would be provided by a shared position reporting to the Director of Community and Economic Development with a title of DDA Administrator/Redevelopment Specialist. This position is a professional with a background in planning, economic development, marketing, or similar field and will play a major role in the many DDA programs and initiatives, and will assist in negotiation and evaluation of redevelopment projects in the outlying GURA project areas. It is assumed that the DDA duties will comprise up to ¾ (or slightly more) of the person’s time, as GURA will be focusing on redevelopment opportunities and City implemented infrastructure projects, while the DDA will also have several new and continued downtown vitality programs.

- The costs to the two organizations will be as detailed in the second table. The flat fee for the director and 1% accounting fee are nominal fees, simply to recognize the City’s commitment. The primary staffing support will be the actual salary and benefits costs of the new position. The maximum cost included in each agreement reflect the range of potential effort, however, based upon the “grade” of the position, the actual salary and benefits will be substantially less than the combined maximums.

- It is expected that the current GURA office will be closed in the second half of 2014, and that new support staff will be housed in existing space in the Planning/Public Works building. Alternatively, staff is evaluating the potential to locate both the new position and the Visit Golden community marketing manager downtown, if appropriate, affordable space became available.
• While the co-operation agreement arrangement could function well for several years, the agreement is drafted for a three year period, and can be terminated with or without cause. It is drafted this way to increase the comfort level of the two organizations who would typically prefer their own independent staff. The reality is that neither organization individually or even combined can justify the cost of a fully independent administrative structure at this time.

2. **City Funding Agreement for DDA.**

The City funding agreement for the DDA is fairly straightforward and includes the amounts described above:

• The DDA will collect its property tax increment and property tax mill levy directly from the county and, as such, this funding is not discussed in the agreement.

• For the first five years (2015 – 2019), the City will contribute $100,000 a year to help the DDA get started.

• For the first five years (2015 – 2019), the City will loan up to $100,000 annually as the DDA’s increment revenues begin to grow, if requested by the board.

• In the second five years (when GURA’s funding for operations described below has ceased), the City will loan a to-be-determined amount to assure that the DDA’s increment revenues (separate from their mill levy revenues) are at least $200,000. In this fashion, the DDA has the initial support from the City and GURA to aggressively approach both programs and redevelopment agreements as their revenues grow.

• The loans would begin to accrue interest at a rate similar to the city’s portfolio return in 2025, with payments beginning that year, and full repayment by 2035.

• For the first ten years (2015 – 2024), the City will share back 50% of the general fund sales tax increment (one cent of the three cents sales tax) based upon a newly calculated “base” for the 2013 calendar year.

3. **GURA Funding Agreement for DDA.**

The concept of the draft GURA funding agreement with the DDA is familiar to the GURA board, however the board will be reviewing the draft itself for the first time on March 10, 2014. It is presented to Council now in order to present the overall picture.

• The GURA board has been planning to provide $500,000 start-up money for the DDA for some time. In order to facilitate the overall agreement, it is best provided as a partial lump sum and annual payments through 2019. The current draft shows a $300,000 contribution in 2015 and $50,000 per year for the next four years.
Through targeted spending decisions in recent years, and program savings from 2014 administrative changes, the GURA special fund attributable to downtown revenues will have a substantial balance even after the above contribution and final debt payments in 2015. The GURA board is discussing the creation of a post 2014 Downtown “Legacy Fund” which would not be available for operations or traditional programs, but would rather be available for one or more substantial downtown investments in infrastructure and/or redevelopment projects. As drafted, the agreement provides criteria for use of the funds (most dictated by the state urban renewal law) and suggests that the DDA, City, and GURA should agree on its’ use.

The GURA/ DDA agreement would terminate with the final contribution to the DDA, in early 2020, of any remaining funds in the Downtown Legacy Fund.

Community Impact: In considering the community impact of the suggested direction, staff seeks to identify a range of impacts and potential community concerns.

- On the positive side, the proposal will certainly save both the DDA and GURA significant administrative costs and allow their resources to be more fully directed to projects and programs to benefit their respective areas.
- Additionally, staff sees the proposal as a positive way to assure a very high level of communication, coordination, and integration among GURA, DDA, EDCComm, Visit Golden, Council, and externally with the Chamber of Commerce, and the local business community.
- However, Council should be aware that there will be some concern raised that totally separate and independent organizations and efforts would decentralize efforts and be more advantageous to the other organizations.

Alternatives: Action by Council on this request is discretionary. It will be necessary to formalize the manner of doing business going forward, however, if Council desires more information or options they can be presented.

Recommendations: Staff recommends that Council review and discuss the four agreements and indicate whether you are inclined to proceed with the three for which the City is a party.

Attachments: Fiscal Summary Tables (2)
City Co-operation Agreement with GURA
City Co-operation Agreement with DDA
City Funding Agreement with DDA
GURA Funding Agreement with DDA
## City of Golden/ GURA/ DDA Fiscal Summary

### Post 2014 City Impact of Cessation of GURA Increment

<table>
<thead>
<tr>
<th>Item</th>
<th>Annual Amount To City</th>
</tr>
</thead>
<tbody>
<tr>
<td>End of sales tax increment</td>
<td>$850,000</td>
</tr>
<tr>
<td>End of property tax increment*</td>
<td>$200,000</td>
</tr>
<tr>
<td>New City costs for parking structure maintenance and downtown services</td>
<td>($250,000)</td>
</tr>
<tr>
<td>Annual Grant to DDA thru 2019</td>
<td>($100,000)</td>
</tr>
<tr>
<td>Annual loan to DDA thru 2024 **</td>
<td>($100,000)</td>
</tr>
<tr>
<td>Annual Net Gain (loss) to City</td>
<td>$600,000</td>
</tr>
</tbody>
</table>

* City benefit begins in 2016 for 2015 property tax year.

* Amounts loaned to DDA accrue interest beginning in 2025.
* Payments on loan begin in 2025.
City of Golden/ GURA/ DDA Fiscal Summary

Staffing Costs for Co-operation Agreements

<table>
<thead>
<tr>
<th>GURA Cost Item</th>
<th>Annual Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Com and ED Director</td>
<td>$5,000</td>
</tr>
<tr>
<td>Redevelopment Specialist as % of FTE and benefits up to</td>
<td>$30,000</td>
</tr>
<tr>
<td>Finance Dept Accounting Charges</td>
<td>1% of increment</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DDA Cost Item</th>
<th>Annual Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Com and ED Director</td>
<td>$5,000</td>
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<tr>
<td>Econ Development Specialist as % of FTE and benefits up to</td>
<td>$60,000</td>
</tr>
<tr>
<td>Finance Dept Accounting Charges</td>
<td>1% of increment</td>
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</table>
INTERGOVERNMENTAL CO-OPERATION AGREEMENT, CITY AND GURA

THIS INTERGOVERNMENTAL CO-OPERATION AGREEMENT (hereinafter the “Agreement”) is entered into by and between the CITY OF GOLDEN, a home rule municipal corporation located in Colorado (hereinafter “City”) and the GOLDEN URBAN RENEWAL AUTHORITY, an Urban Renewal Authority, established and operated pursuant to the provisions of Title 31 of Colorado Revised Statutes and located within the boundaries of the City of Golden, Colorado (hereinafter “GURA”), and shall be effective on June 1, 2014.

RECITALS

WHEREAS, by Resolution No. 343, dated June 26, 1989, the City Council of the City of Golden (the "City") declared that an urban renewal authority was necessary to eliminate blight and prevent injury to the public health, safety, morals, and welfare of the residents of the City, and thereby created and established the Golden Urban Renewal Authority pursuant to the provisions of the Colorado Urban Renewal Law; and

WHEREAS, GURA continues to fulfill its obligations to the Golden community through programs and projects that are authorized by various Urban Renewal Plans, as approved by the Golden City Council; and

WHEREAS, considering the changes in available resources that GURA will be experiencing with the conclusion of the incremental revenue stream from the original downtown Golden urban renewal project, and the gradual growth in revenues from other urban renewal plan areas, GURA and City desire to agree on a method to provide cost effective administrative and operational support to the GURA board and projects for the foreseeable future.

AGREEMENT

In recognition of the mutual goals and objectives of the City and GURA, the parties agree as follows:

1. **Term.** The term and effective period of this Agreement shall run from the effective date of June 1, 2014 through and including December 31, 2017, unless extended or terminated by the parties.

2. **Provision of Administrative and Operational Services.**
   a. Throughout the term of this Agreement and any extensions thereof, the City Director of Community and Economic Development shall serve as the Executive Director and Secretary to the Board for GURA.
   b. Commencing January 1, 2015, and continuing throughout the remainder of the term of this Agreement and any extensions thereof, the City Finance Department shall provide
all auditing, accounting, accounts payable and receivable and budget monitoring services for GURA.

c. Throughout the term of this Agreement and any extensions thereof, the City Director of Community and Economic Development shall assign a redevelopment specialist from his/her staff for the purpose of providing the administration, operation and support of the GURA board and implementation of GURA projects. The parties estimate that such assignment will require between 1/4 and 1/3 of a full-time equivalent.

d. The personnel providing such support and services pursuant to the Agreement, including the Director of Community and Economic Development, Finance Director, and economic development specialist staff, shall remain City employees and shall not be construed in any way to be the employees of GURA.

3. Compensation. GURA will be billed quarterly, and shall pay to City, for the cost of the above services, based upon the following rate structure:

   a. A $5,000 lump sum annual fee for the Director of Community and Economic Development.

   b. Accounting and financial control service fees in the amount of 1% of annual property and sales tax revenues received by GURA, beginning in 2016, plus actual direct costs for the annual audit. For 2015, a flat fee of $7,500 will be charged in lieu of the 1% amount which would have been about $16,000.

   c. Pro-rated actual salary and benefits cost for the redevelopment specialist, not to exceed $30,000 per year.

   d. GURA will continue to fund all other direct operational, programming and project costs out of its operating budget.


   a. Either party may terminate this Agreement with or without cause with sixty (60) days written notice. In the event of termination, the City will provide a final billing to GURA which will be due and payable within thirty (30) days.

   b. This Agreement shall inure to the benefit of and shall be binding upon the successors and assignees, if any, of the Parties hereto.

   c. This Agreement is being executed and delivered and is intended to be performed in the State of Colorado, and the laws of Colorado shall govern the validity, construction, enforcement and interpretation of this Agreement. Exclusive jurisdiction and venue for resolution of any dispute arising hereunder shall be in the Jefferson County, Colorado District Court.

   d. This Agreement embodies the whole agreement of the Parties hereto. There are no promises, terms, conditions, or obligations other than those contained herein. This Agreement shall supersede all provisions, communications, representations, or agreement, either verbal or written, between the Parties hereto, specifically including, but not limited to the “Memorandum of Understanding” dated May 7, 2004, between the parties establishing a “lend-lease” employee relationship pertaining to the GURA Executive Director.
e. If the parties desire to contract for other services in the future, such as legal or specific project management, or provision of other services for GURA, such arrangement will require an amendment to the Agreement.

f. A written waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver or any subsequent breach by another party.

g. The captions of the articles and sections of this Agreement are set forth only for the convenience and reference of the Parties hereto and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

h. Notwithstanding any language in this Agreement, the City shall not be deemed to be a member, partner, or joint venturer of GURA, and the City shall not be responsible for any debt or liability of GURA or its contractors, agents or developers. GURA shall not be responsible for any debt or liability of the City or their contractors or agents in relation to the subject matter of this Agreement.

i. If any portion or portions of this Agreement shall be determined to be illegal or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect as if such illegal or unenforceable portion or portions did not exist.

j. Non-appropriation. Both parties acknowledge and are hereby given notice that their respective financial obligations under this Agreement, payable after the current fiscal year, are contingent upon funds for this Agreement being appropriated, budgeted and otherwise made available by their respective governing boards. In the event the funds for this Agreement are not budgeted and appropriated by either party in any year subsequent to the fiscal year of execution of this Agreement, this Agreement shall terminate. The non-appropriating party shall provide written notice thereof to the other party within ten (10) days of adoption of the affected budget. For purposes of this Agreement, the fiscal year of both parties commences January 1st and ends December 31st.

The Parties hereto have executed this Agreement to be effective as of the date first above written.

CITY OF GOLDEN

By: ______________________________
    Mayor

Attest: ___________________________
    City Clerk
GOLDEN URBAN RENEWAL AUTHORITY

By: ________________________________
    Chair

Attest: ______________________________
    Secretary
INTERGOVERNMENTAL CO-OPERATION AGREEMENT, CITY- DDA

THIS INTERGOVERNMENTAL CO-OPERATION AGREEMENT (hereinafter the “Agreement”) is entered into by and between the CITY OF GOLDEN, a home rule municipal corporation located in Colorado (hereinafter “City”) and the GOLDEN DOWNTOWN DEVELOPMENT AUTHORITY, a Downtown Development Authority, established and operated pursuant to the provisions of Part 8 of Article 25 of Title 31 of the Colorado Revised Statutes and located within the boundaries of the City of Golden, Colorado (hereinafter “DDA”), and shall be effective on June 1, 2014.

RECITALS

WHEREAS, by Ordinance No.1946, dated July 11, 2013, the City Council of the City of Golden (the "City") declared the need for an entity to continue providing economic development support for the downtown area, and thereby created and established the Golden Downtown Development Authority pursuant to the provisions of Colorado law, and subject to a positive vote of eligible electors at the November 5, 2013 special election; and

WHEREAS, by virtue of the passage of DDA ballot question 1, and DDA ballot issue 300, 301, and 302 the DDA has been established and will continue to fulfill its obligations to the Golden community through programs and projects that are authorized by a Downtown Development Plan; and

WHEREAS, considering the initially modest available resources that the DDA will be have available in its’ early years, and the gradual growth in revenues into the future, the DDA and City desire to agree on a method to provide cost effective administrative and operational support to the DDA board and projects for the foreseeable future.

AGREEMENT

In recognition of the mutual goals and objectives of the City and the DDA, the parties agree as follows:

1. Term. The term and effective period of this Agreement shall run from the effective date of June 1, 2014 through and including December 31, 2017, unless extended or terminated by the parties.

   a. Throughout the term of this Agreement and any extensions thereof, the City Director of Community and Economic Development shall serve as the Director and Secretary to the Board for the DDA.
b. Throughout the term of this Agreement and any extensions thereof the City Finance Director shall serve as Treasurer of the DDA. Commencing January 1, 2015, the City Finance Department shall provide all auditing, accounting, accounts payable and receivable and budget monitoring services for the DDA, which services are expected to be provided by the Golden Urban Renewal Authority for the balance of 2014.

c. Throughout the term of this Agreement and any extensions thereof, the City Director of Community and Economic Development shall assign an economic development specialist from his/her staff for the purpose of providing the administration, operation and support of the DDA board and implementation of DDA projects. The parties estimate that such assignment will require between 2/3 and 3/4 of a full-time equivalent.

d. The personnel providing such support and services pursuant to the Agreement, including the Director of Community and Economic Development, Finance Director, and economic development specialist staff shall remain City employees and shall not be construed in any way to be the employees of the DDA.

3. Compensation. DDA will be billed quarterly, and shall pay to City, for the cost of the above services, based upon the following rate structure:

   a. A $5,000 lump sum annual fee for the Director of Community and Economic Development.

   b. Accounting and financial control service fees in the amount of 1% of annual property and sales tax revenues received by the DDA, plus actual direct costs for the annual audit.

   c. Pro-rated actual salary and benefits cost for the economic development specialist, not to exceed $60,000 per year.

   d. The DDA will continue to fund all other direct operational, programming and project costs out of its operating budget.


   a. Either party may terminate this Agreement with or without cause with sixty (60) days written notice. In the event of termination, the City will provide a final billing to DDA which will be due and payable within thirty (30) days.

   b. This Agreement shall inure to the benefit of and shall be binding upon the successors and assignees, if any, of the Parties hereto.

   c. This Agreement is being executed and delivered and is intended to be performed in the State of Colorado, and the laws of Colorado shall govern the validity, construction, enforcement and interpretation of this Agreement. Exclusive jurisdiction and venue for resolution of any dispute arising hereunder shall be in the Jefferson County, Colorado District Court.

   d. This Agreement embodies the whole agreement of the Parties hereto. There are no promises, terms, conditions, or obligations other than those contained herein.
e. If the parties desire to contract for other services in the future, such as legal or specific project management, or provision of other services for the DDA, such arrangement will require an amendment to the Agreement.

f. A written waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver or any subsequent breach by another party.

g. The captions of the articles and sections of this Agreement are set forth only for the convenience and reference of the Parties hereto and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

h. Notwithstanding any language in this Agreement, the City shall not be deemed to be a member, partner, or joint venturer of the DDA, and the City shall not be responsible for any debt or liability of the DDA or its contractors, agents or developers. The DDA shall not be responsible for any debt or liability of the City or their contractors or agents in relation to the subject matter of this Agreement.

i. If any portion or portions of this Agreement shall be determined to be illegal or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect as if such illegal or unenforceable portion or portions did not exist.

j. Non-appropriation. Both parties acknowledge and are hereby given notice that their respective financial obligations under this Agreement, payable after the current fiscal year, are contingent upon funds for this Agreement being appropriated, budgeted and otherwise made available by their respective governing boards. In the event the funds for this Agreement are not budgeted and appropriated by either party in any year subsequent to the fiscal year of execution of this Agreement, this Agreement shall terminate. The non-appropriating party shall provide written notice thereof to the other party within ten (10) days of adoption of the affected budget. For purposes of this Agreement, the fiscal year of both parties commences January 1st and ends December 31st.

The Parties hereto have executed this Agreement to be effective as of the date first above written.

CITY OF GOLDEN

By: _______________________________
    Mayor

Attest: ____________________________
    City Clerk
GOLDEN DOWNTOWN DEVELOPMENT AUTHORITY

By:___________________________________
   Chair

Attest: ______________________________
       Secretary
INTERGOVERNMENTAL AGREEMENT- CITY AND DDA

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter the “Agreement”) is entered into by and between the CITY OF GOLDEN, a home rule municipal corporation located in Colorado (hereinafter “City”) and the GOLDEN DOWNTOWN DEVELOPMENT AUTHORITY, a Downtown Development Authority, established and operated pursuant to the provisions of Title ____ of Colorado Revised Statutes and located within the boundaries of the City of Golden, Colorado (hereinafter “DDA”), and shall be effective on January 1, 2015.

RECITALS

WHEREAS, by Ordinance No.1946, dated July 11, 2013, the City Council of the City of Golden (the "City") declared the need for an entity to continue providing economic development support for the downtown area, and thereby created and established the Golden Downtown Development Authority pursuant to the provisions of Colorado law, and subject to a positive vote of eligible electors at the November 5, 2013 special election; and

WHEREAS, by virtue of the passage of DDA ballot question 1, and DDA ballot issue 300, 301, and 302 the DDA has been established and will continue to fulfill its obligations to the Golden community through programs and projects that are authorized by a Downtown Development Plan; and

WHEREAS, considering the initially modest direct property tax and incremental property tax revenues that the DDA will receive based upon state statute and the approval of a 5 mill property tax levy by eligible electors, and the gradual growth in revenues into the future, the City and DDA desire to enter into this Agreement to provide additional funding to the DDA for operations and programs.

AGREEMENT

1. **Sales Tax Increment.** In recognition of the goals of the Comprehensive Plan, Downtown Character Plan, East Downtown Plan, and other adopted policy documents of the community, City Council hereby authorizes use of a portion of incremental City of Golden general fund sales tax generated within the DDA boundaries according to the following provisions and limitations:
   a. For the purposes of this agreement, “City of Golden general fund sales tax” shall mean that portion of the City’s sale tax that is available for use in the City’s general fund, and specifically excludes that portion of the sales tax that is restricted to use for capital projects. The City of Golden general fund sales tax rate is currently two percent. Any future increases in the City of Golden sales tax
rate shall not be a basis for an increase in the increment as calculated in this agreement.

b. The “base level” of City of Golden general fund sales taxes for the DDA shall be calculated based upon the City of Golden general fund sales tax collections received by the City during the 12 month period ending on December 31, 2013, which amount the parties agree to be $________.

c. Commencing upon the close of the last City of Golden fiscal quarter of 2015 and continuing annually through the end of 2024, the City will calculate the City of Golden general fund sales tax increment for the four previous quarters, which shall equal to the difference between actual City of Golden general fund sales tax collections from the DDA area and the base level described in section 1.b. (the “Annual Increment”). The City shall transfer 50% of the Annual Increment to the DDA within 30 days of calculation.

d. The City may, in its discretion, make estimated quarterly transfers of the anticipated Annual Increment for each of the three quarters prior to calculation, provided that the transfer on the fourth quarter shall reconcile the actual amount of the Annual Increment to be transferred for the entire year.

e. The parties may seek to enter into a separate agreement for the period after 2024.

2. **Additional Funding.** In recognition of the initially modest available resources that the DDA will have available in its’ early years, and the gradual growth in revenues into the future, City council hereby authorizes financial support for the DDA as follows:

   a. For the period of 2015 thru and including 2019 (years 1 thru 5) the City will annually contribute 200,000, with 50% of the contribution considered a loan, said contribution to include any City provided direct staffing and administration costs.

   b. For the period of 2020 thru 2024 (years 6 thru 10), if requested by the DDA board, the City will supplement the DDA’s annual tax increment revenue with City contributions up to the amount necessary to achieve $200,000 in total increment revenue, with 100% of the City contribution considered a loan, said contribution to include any City provided direct staffing and administration costs.

   c. For the portion of the above contribution considered a loan, interest will begin to accrue in the year 2025, at a rate commensurate with the City’s portfolio rate of return. The full balance will be due and payable by the end of 2035.

3. **General Provisions.**

   a. This Agreement shall inure to the benefit of and shall be binding upon the successors and assignees, if any, of the Parties hereto.
b. This Agreement is being executed and delivered and is intended to be performed in the State of Colorado, and the laws of Colorado shall govern the validity, construction, enforcement and interpretation of this Agreement. Exclusive jurisdiction and venue for resolution of any dispute arising hereunder shall be in the Jefferson County, Colorado District Court.

c. This Agreement embodies the whole agreement of the Parties hereto. There are no promises, terms, conditions, or obligations other than those contained herein. This Agreement shall supersede all provisions, communications, representations, or agreement, either verbal or written, between the Parties hereto.

d. A written waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver or any subsequent breach by another party.

e. The captions of the articles and sections of this Agreement are set forth only for the convenience and reference of the Parties hereto and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

f. Notwithstanding any language in this Agreement, the City shall not be deemed to be a member, partner, or joint venturer of GURA, and the City shall not be responsible for any debt or liability of GURA or its contractors, agents or developers. GURA shall not be responsible for any debt or liability of the City or their contractors or agents in relation to the subject matter of this Agreement.

g. If any portion or portions of this Agreement shall be determined to be illegal or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect as if such illegal or unenforceable portion or portions did not exist.

The Parties hereto have executed this Agreement to be effective as of the date first above written.
CITY OF GOLDEN

By:________________________________________

Mayor

Attest: ________________________________

City Clerk

GOLDEN DOWNTOWN DEVELOPMENT AUTHORITY

By:________________________________________

Chair

Attest: ________________________________

Secretary
INTERGOVERNMENTAL AGREEMENT- GURA AND DDA

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter the “Agreement”) is entered into by and between the GOLDEN URBAN RENEWAL AUTHORITY, an Urban Renewal Authority, established and operated pursuant to the provisions of Title 31 of Colorado Revised Statutes and located within the boundaries of the City of Golden, Colorado (hereinafter “GURA”), and the GOLDEN DOWNTOWN DEVELOPMENT AUTHORITY, a Downtown Development Authority, established and operated pursuant to the provisions of Part 8 of Article 25 of Title 31 of the Colorado Revised Statutes and located within the boundaries of the City of Golden, Colorado (hereinafter “DDA”), and shall be effective on June 1, 2014.

RECITALS

WHEREAS, by Resolution No. 343, dated June 26, 1989, the City Council of the City of Golden (the "City") declared that an urban renewal authority was necessary to eliminate blight and prevent injury to the public health, safety, morals, and welfare of the residents of the City, and thereby created and established the Golden Urban Renewal Authority pursuant to the provisions of the Colorado Urban Renewal Law; and

WHEREAS, GURA continues to fulfill its obligations to the Golden community through programs and projects that are authorized by various Urban Renewal Plans, as approved by the Golden City Council; and

WHEREAS, by Ordinance No.1946, dated July 11, 2013, the City Council of the City of Golden (the "City") declared the need for an entity to continue providing economic development support for the downtown area, and thereby created and established the Golden Downtown Development Authority pursuant to the provisions of Colorado law, and subject to a positive vote of eligible electors at the November 5, 2013 special election; and

WHEREAS, by virtue of the passage of DDA ballot question 1, and DDA ballot issue 300, 301, and 302 the DDA has been established and will continue to fulfill its obligations to the Golden community through programs and projects that are authorized by a Downtown Development Plan; and

WHEREAS, considering the initially modest direct property tax and incremental property tax revenues that the DDA will receive based upon state statute and the approval of a 5 mill property tax levy by eligible electors, and the gradual growth in revenues into the future, GURA and DDA desire to enter into this Agreement to provide additional funding to the DDA for operations and programs.
AGREEMENT

1. **2014 program and Administrative support.** In consideration of GURA’s strong commitment to the success of the DDA, and recognizing that the DDA will not have any direct revenue until 2015, GURA has budgeted and intends to fund and jointly implement the continuation of certain GURA programs through the end of 2014, as contained in GURA’s adopted budget so that the DDA can begin to take over such programs. GURA further commits to fund the DDA’s administrative costs for 2014, as described in that certain Intergovernmental Co-operation Agreement between the DDA and the City of Golden, dated June 1, 2014, and attached hereto as Exhibit A.

2. **Additional Funding.** In recognition of the initially modest available resources that the DDA will have available in its’ early years, and the gradual growth in revenues into the future, GURA hereby authorizes financial support for the DDA for the period of 2015 thru and including 2019 (years 1 thru 5). For this period, GURA will contribute a total of $500,000, as follows:
   i. $300,000 on or before January 10, 2015.
   ii. $50,000 annually for 2016 through 2019 payable on or before January 10th of each year.

3. **GURA Downtown Special Fund.** Through careful use of incremental revenues generated by GURA’s downtown project during the course of the 25 year effort, GURA has created and will maintain for the period of this agreement the Downtown Special Fund.
   a. GURA will make this fund available for specific projects in the downtown area subject to the following criteria:
      i. Projects must be either substantial capital infrastructure or significant redevelopment projects. Operating or general grant and business assistance programs will not be eligible.
      ii. Projects must be physically located within the original GURA boundaries (which are similar, but not identical to the DDA boundaries).
      iii. Projects must demonstrate that they support the 1989 GURA Plan goals.
      iv. Projects may be submitted by the DDA or the City of Golden, and should be supported by GURA and both the DDA and City.
   b. Any remaining funds in the Downtown Special Fund as of December 31, 2019 will be transferred in total to the DDA no later than January 10, 2020.
4. **General Provisions.**

   a. This Agreement shall inure to the benefit of and shall be binding upon the successors and assignees, if any, of the Parties hereto.

   b. This Agreement is being executed and delivered and is intended to be performed in the State of Colorado, and the laws of Colorado shall govern the validity, construction, enforcement and interpretation of this Agreement. Exclusive jurisdiction and venue for resolution of any dispute arising hereunder shall be in the Jefferson County, Colorado District Court.

   c. This Agreement embodies the whole agreement of the Parties hereto. There are no promises, terms, conditions, or obligations other than those contained herein. This Agreement shall supersede all provisions, communications, representations, or agreement, either verbal or written, between the Parties hereto.

   d. A written waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver or any subsequent breach by another party.

   e. The captions of the articles and sections of this Agreement are set forth only for the convenience and reference of the Parties hereto and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

   f. Notwithstanding any language in this Agreement, GURA shall not be deemed to be a member, partner, or joint venturer of the DDA, and GURA shall not be responsible for any debt or liability the DDA or its contractors, agents or developers. The DDA shall not be responsible for any debt or liability of GURA or their contractors or agents in relation to the subject matter of this Agreement.

   g. If any portion or portions of this Agreement shall be determined to be illegal or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect as if such illegal or unenforceable portion or portions did not exist.

The Parties hereto have executed this Agreement to be effective as of the date first above written.
GOLDEN URBAN RENEWAL AUTHORITY

By:___________________________________

Chair

Attest: _______________________________

Secretary

GOLDEN DOWNTOWN DEVELOPMENT AUTHORITY

By:___________________________________

Chair

Attest: _______________________________

Secretary
GOLDEN URBAN RENEWAL AUTHORITY

RESOLUTION NUMBER 124

A RESOLUTION ADOPTING POLICIES RELATED TO THE SPECIAL FUND FOR THE DOWNTOWN GOLDEN URBAN RENEWAL PLAN

WHEREAS, pursuant to the Colorado Urban Renewal Law, §§ 31-25-101, et seq., C.R.S. (the “Law”), the Golden Urban Renewal Authority (“GURA”) is carrying out one or more Urban Renewal Plans including but not limited to the Golden Urban Renewal Plan - a.k.a. Golden Downtown Redevelopment Plan (the “Downtown Plan”), which was approved by the City Council of the City of Golden (“City”) on December 28, 1989; the Central Neighborhood Plan, which was adopted by the City on May 23, 2013; and the Parfet Urban Renewal Plan, which was adopted by the City on May 23, 2013; and any additional plans which shall be duly adopted by the City pursuant to the Law; and

WHEREAS, the Colorado General Assembly has found and declared that urban renewal areas constitute an economic and social liability and that the prevention and elimination of blight in urban renewal areas is a valid public purpose for which public money may be expended; and

WHEREAS, in adopting the Law, the Colorado General Assembly has found that remedying and preventing conditions of blight constitutes a public purpose, and therefore the Law allows GURA to use tax increment funds to remedy and prevent blight because, in the absence of GURA’s participation, urban renewal projects in Golden will not be completed and blight will persist; and

WHEREAS, by Resolution 116, adopted in November 2013, the GURA board created separate and distinct “special funds” for each separate Urban Renewal Plan, to assure that incremental revenues shall only be expended to implement the urban renewal plan from which special fund revenue is generated, with a priority on public/private redevelopment agreements and municipal public infrastructure improvements; and

WHEREAS, the GURA board desires to establish a plan and criteria for use of the special fund for the downtown Golden Urban Renewal Plan area, for that time after the cessation of collection of incremental sales and property tax by said downtown Golden Urban Renewal Plan.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE GOLDEN URBAN RENEWAL AUTHORITY THAT:

1. The GURA board hereby commits a total of $500,000 from the downtown Golden special fund as “seed” money for the operations and programs of the Golden Downtown Development Authority (DDA), to be paid over a period beginning in January 2015, according to the terms and provisions of a separate Intergovernmental Agreement to be adopted by the parties.

2. The GURA board further declares that the balance of the downtown Golden special fund as of the retirement of GURA’s current debt from the downtown project, including any anticipated revenues from the repayment of loans provided to other GURA special funds,
shall constitute GURA’s “Downtown Legacy Fund”. Said retirement of debt is currently estimated to be mid 2015.

3. The use of the Downtown Legacy Fund shall be limited to the following uses and purposes, as described in more detail in future agreements among the parties, as required.

   a. Remaining payments to the DDA of the initial $500,000 seed money, provided that the DDA’s Development Plan continues to support the recommendations and policies of the official GURA downtown plan.

   b. Future funding requests for allocation of funds from the Downtown Legacy Fund shall be entertained from either the DDA or City of Golden, but must comply with the following criteria:

      i. Projects must be either substantial capital infrastructure or significant redevelopment projects. Operating or general grant and business assistance programs will not be eligible.

      ii. Projects must be physically located within the original GURA boundaries (which are similar, but not identical to the DDA boundaries).

      iii. Projects must demonstrate that they support the 1989 GURA Plan goals.

      iv. Projects may be submitted by the DDA or the City of Golden, and should be supported by GURA and both the DDA and City.

   c. Any funds remaining in the Downtown Legacy Fund as of the end of 2019 shall be transferred to the DDA, however, any future use of such funds must be to benefit the original Downtown Golden Urban Renewal Plan area, and must continue to be in support of the recommendations and policies of the official GURA downtown plan.

Adopted this 10th day of March, 2014

____________________________________________________  ______________________________________________________
John Eakes, Chairperson                              Steve Glueck, Executive Director
Golden Urban Renewal Authority                        Golden Urban Renewal Authority
CITY OF GOLDEN

DOWNTOWN DEVELOPMENT AUTHORITY BY-LAWS

The City of Golden Downtown Development Authority (DDA) shall be comprised of six (6) regular members who are eligible electors of the DDA boundaries and one City Councilor. Appointed members shall be appointed by the Mayor of the City and confirmed by a majority of the Council. The City Council representative shall serve at the pleasure of Council. After the initial appointments in 2014, subsequent terms shall be for a period of four years, until their successor takes the position. Should a DDA board position be vacated before the term is completed, the newly appointed successor shall serve out the unexpired term of the vacated position.

1. The number of meetings per month and a schedule of meeting dates shall be established, and may be altered or changed, at any regularly scheduled meeting. One regular meeting date is scheduled for the third Monday of each month at 6:30 P.M. in Council Chambers.

2. Additional meetings may be held at any time upon the call of the Chairperson or by a majority of the voting members of the DDA or upon request of the City Council, following at least a twenty-four hour notice to each member of the Authority board.

3. The DDA shall elect a new Chairperson and Vice Chairperson every twelve (12) months. The DDA shall designate a Recording Secretary.

4. The duties and powers of the officers of the DDA shall be as follows:

   a. Chairperson
      ♦ Preside at all meetings of the DDA;
      ♦ Call special meetings of the DDA in accordance with the By-laws;
      ♦ Sign documents of the DDA;
      ♦ See that all actions of the DDA are properly taken.

   b. Vice Chairperson
      ♦ During absence, disability, or disqualification of the Chairperson, the Vice Chairperson shall exercise or perform all of the duties and be subject to all of the responsibilities of the Chairperson.

   c. Recording Secretary
      ♦ Keep the minutes of all meetings of the DDA in an appropriate minute book;
      ♦ Give or serve all notices required by law or by the By-laws;
      ♦ Prepare the agenda for all meetings of the DDA;
♦ Be custodian of DDA records;
♦ Sign official documents of the Commission;

5. A majority of DDA board members entitled to vote shall constitute a quorum for the transaction of business.

6. Robert’s Rules of Order shall guide the Commission in all cases not otherwise provided for in these rules. All final determination of procedure shall be the responsibility of the Chairperson.

7. DEADLINE FOR THE AGENDA. Deadline for filing for placement on the agenda for applications for any actions requiring Planning Commission review shall be thirty (30) days prior to consideration by the Planning Commission. All documents shall be in the hand of Commission members’ seven (7) days prior to the public meeting. Requests for continuance of matters scheduled for a particular agenda shall be in writing and filed with the Planning and Development Department eight (8) days prior to the meeting.

8. Any member of the DDA board who has a conflict of interest or the potential of a conflict of interest shall comply with the legal disclosure requirements as listed below. Prior to meeting these disclosure requirements, DDA board members may consult with the City Attorney to determine the appropriate procedure.

   a. In the case of a conflict of interest, or potential conflict of interest where the DDA board member chooses not to participate, the member should disclose the real (or potential) conflict of interest to the City Clerk and the Secretary of State at least 72 hours prior to the public hearing, in a manner suggested by the city attorney.

   b. In the case of a potential (but not actual) conflict of interest where the DDA board member wishes to participate, the member should follow the disclosure procedures above, then state the disclosure at the public hearing and indicate that there is no actual conflict.

9. Each member of the DDA board who has knowledge of the fact that he will not be able to attend a scheduled meeting of the DDA, shall notify the secretary at the earliest possible opportunity and in any event, prior to 5:00 p.m. on the day of the meeting, in the event that the projected absences will produce a lack of quorum.

10. The Chairperson shall be an ex officio member of all committees with voice but no vote.

11. A member may serve no more than 24 months as Chairperson of any consecutive forty-eight (48) months.
12. The Vice Chairperson shall succeed the Chairperson if he or she vacates the office before the term is completed. A new Vice Chairperson shall be elected as soon as possible at a regularly scheduled meeting.

13. The By-laws may be amended at any regular meeting of the DDA by a majority of the DDA board, provided that notice of said proposed amendment is given to each member in writing at least four (4) weeks prior to said meeting.

14. The DDA shall review and prepare its annual budget recommendation to the City Council per state statutes and City policy.