



If you would like to address City Council, please place your name on the sign-up sheet located at the back of the council room. You will be recognized to speak during the "audience participation" portion of the agenda.

EVANS REDEVELOPMENT AGENCY AGENDA

Regular Meeting

September 4, 2012

Immediately Following City Council meeting

Evans Renewal Agency meeting packets are prepared several days prior to the meetings. This information is reviewed and studied by the Authority members, eliminating lengthy discussions to gain basic understanding. Timely action and short discussion on agenda items does not reflect lack of thought or analysis. An informational packet is available for public inspection on our website at www.cityofevans.org and posted immediately on the bulletin board adjacent to the Council Chambers.

1. CALL TO ORDER

2. ROLL CALL

Chair:

Lyle Achziger

Vice Chair:

John Morris

Members:

Laura Brown

Fred Burmont

April Neibauer

Brian Rudy

Jay Schaffer

3. APPROVAL OF AGENDA

4. NEW BUSINESS

A. Resolution No. ERA-001-2012 Adoption of By Laws

B. Resolution No. ERA-002-2012 Adoption of Cooperation Agreement with the City

5. STAFF REPORTS

A. Update on status of Blight Study and Highway 85 Corridor Plan

6. ADJOURNMENT

EVANS REDEVELOPMENT AGENCY COMMUNICATION

DATE: September 4, 2012

AGENDA #: 4 A

SUBJECT: Resolution No. ERA-001-2012, A Resolution Adopting the Bylaws for the Evans Urban Renewal Authority

PRESENTED BY: Sheryl Trent, Community and Economic Development Director

PROJECT DESCRIPTION

The City of Evans formed an Urban Renewal Authority (known as the Evans Redevelopment Agency) in 2009 for the purpose of redevelopment. Current the ERA is forming the Highway 85 Corridor Plan for a redevelopment study, which will include a blight study as well as an economic impact report.

The ERA is a separate entity from the City of Evans and as such will have to fund personnel and other costs in a separate budget. At this time, the adoption of bylaws are necessary to conduct business.

BACKGROUND

The Evans Redevelopment Agency needs bylaws in order to conduct business and direct staff to carry out policy level direction. These bylaws can be amended to meet the needs of the Agency.

FINANCIAL IMPACT

None, these are bylaws for the operation of business.

STAFF RECOMMENDATION

I recommend that the City Council approve Resolution No. ERA-001-2012

RECOMMENDED CITY COUNCIL MOTION

"I move to approve Resolution No. ERA-001-2012 as presented."

"I move to deny Resolution No. ERA-001-2012."

"I move to approve Resolution No. REA-001-2012 with the following changes "

**BYLAWS OF
THE EVANS URBAN RENEWAL AUTHORITY**

ARTICLE I.

Name

Section 1. Name. The urban renewal authority for the City of Evans, created pursuant to Colorado Revised Statutes Part 1 of Title 31, Article 25, shall be known as the Evans Redevelopment Agency (hereinafter "Authority").

ARTICLE II.

Officers

Section 1. Officers. The officers of the Authority shall be the Chair, the Vice Chair, the Secretary/Executive Director, the Treasurer, and the Director.

Section 2. Chair. The Chair of the Authority shall at all times be the Mayor of the City of Evans.

Section 3. Vice Chair. The Vice Chair of the Authority shall at all times be the Mayor Pro Tem of the Evans City Council.

Section 4. Secretary/Executive Director. The Secretary of the Authority shall at all times serve as the Executive Director of the Authority. The Secretary/Executive Director shall at all times be the Community and Economic Development Director of the City of Evans. The Secretary/Executive Director shall:

1. Attest to any resolutions or bylaws adopted by the Authority.
2. Shall execute all deeds, conveyances, deeds of trust, and agreements under seal of the Authority.
3. Shall be the chief executive officer of the Authority and shall exercise supervision over the business of the Authority and of those members of the City Staff as may be assigned to Authority business.
4. Shall perform all duties which may from time to time be assigned to the Executive Director by the Board of Commissioners of the Authority.

Section 5. Clerk. The Clerk of the Authority shall at all times be the City Clerk of the City of Evans. The Clerk shall:

1. Keep correct and complete minutes of the proceedings of the Board of Commissioners and any committees of the Authority.

2. Give all notices required by law.
3. Attest to all contracts, deeds, and other documents of the Authority.
4. Perform such other duties as directed by the Executive Director.

Section 6. Treasurer. The Treasurer of the Authority shall at all times be the Director of Finance of the City of Evans. The Treasurer shall:

1. Have charge and custody of, and be responsible for, all funds and securities of the Authority.
2. Keep or cause to be kept correct and complete books and records of account.
3. Receive and give receipts for moneys due and payable to the Authority from any source whatsoever.
4. Render financial statements upon request of the Board of Directors of the Authority.
5. Sign all contracts of the Authority.
6. Perform all duties incident to the Office of Treasurer and perform such other duties as may be assigned by the Executive Director.

Section 7. Director. The Director shall at all times be the Community and Economic Development Director of the City of Evans. The Director shall:

1. Supervise City Staff as may be assigned to Authority business.
2. Perform such other duties as directed by the Executive Director.

Section 8. General Counsel. The General Counsel of the Authority shall be employed under contract by the Authority Board. The General Counsel shall provide legal advice to the Board of Commissioners of the Authority and shall provide such other legal representation as directed by the Board of Commissioners of the Authority.

ARTICLE III. **Meetings**

Section 1. Annual and Regular Meetings. The Annual Meeting of the Board of Commissioners of the Authority shall be held in the month of January. The Board of Commissioners shall hold such other regular meetings at such time or times as the Chair shall determine.

Section 2. Place of Meetings. The meetings of the Board of Commissioners and any committee of the Board of Commissioners shall be held at the Evans Municipal Center or such other place as the Board of Commissioners shall determine.

Section 3. Notice of Meetings. Notice of meetings shall be given as required in Colorado Open Meetings Law, Revised Statutes § 24-6-401 and 402, which requires posting of the notice of the time and place of the meeting and posting of an agenda for the meeting at least twenty-four (24) hours prior to the holding of the meeting in the Evans Municipal Center.

Section 4. Quorum and Manner of Acting. A majority of the Board of Commissioners shall constitute a quorum for the transaction of business at the annual or other regular meeting of the Board of Commissioners. The act of a majority of those Commissioners present at the meeting shall be the act of the Board of Commissioners on all matters.

Section 5. Robert's Rules of Order. Meetings of the Board of Commissioners shall be conducted in conformity with Robert's Rules of Order, as revised from time to time.

Adopted this 4th day of September, 2012.

Lyle Achziger, Chair

ATTEST:

Sheryl Trent, Executive Director

EVANS REDEVELOPMENT AGENCY

RESOLUTION NO. ERA-001-2012

A RESOLUTION OF THE EVANS REDEVELOPMENT AGENCY ADOPTING THE OFFICIAL
BYLAWS OF THE AGENCY

WHEREAS, the City of Evans established the Urban Renewal Authority (known as the Evans Redevelopment Agency) in 2009; and

WHEREAS, the Evans Redevelopment Agency will have the first meeting on September 4, 2012; and

WHEREAS, there is a need for bylaws for the Evans Redevelopment Agency;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF THE EVANS REDEVELOPMENT AGENCY:

Section 1. The bylaws of the Evans Redevelopment Agency are hereby approved and the Chair is hereby authorized and directed to execute this agreement.

Section 2. This Resolution becomes effective immediately upon its passage.

PASSED AND ADOPTED, SIGNED AND APPROVED, THE 4th DAY OF September, 2012.

ATTEST:

CITY OF EVANS, COLORADO

Executive Director

By: _____
Lyle Achziger, Chair

EVANS REDEVELOPMENT AGENCY COMMUNICATION

DATE: September 4, 2012

AGENDA #: **4 B**

SUBJECT: Resolution No. ERA-002-2012, A Resolution Authorizing The Mayor's Signature On A Cooperation Agreement Between City Of Evans, Colorado And Evans Urban Renewal Authority For Administrative Services

PRESENTED BY: Sheryl Trent, Community and Economic Development Director

PROJECT DESCRIPTION

The City of Evans formed an Urban Renewal Authority (known as the Evans Redevelopment Agency) in 2009 for the purpose of redevelopment. Current the ERA is forming the Highway 85 Corridor Plan for a redevelopment study, which will include a blight study as well as an economic impact report.

The ERA is a separate entity from the City of Evans and as such will have to fund personnel and other costs in a separate budget. At this time, with no revenues forthcoming until further action is taken by the ERA, a cooperation agreement is necessary to conduct business.

BACKGROUND

This agreement is similar to the one between the City of Evans and the Fire District, and allows for the City to advance monies to the ERA for necessary costs until such time as the ERA can repay the City (this is a debt with no interest incurred by the ERA). The agreement lists personnel and anticipated maximum time allocated to the ERA, which can change from year to year.

FINANCIAL IMPACT

The agreement calls for a maximum contribution from the City of Evans to the Evans Redevelopment Agency of \$100,000 for administrative and professional support, consultant support and services. This would be for personnel only, plus the overhead needed by the City to maintain those personnel such as benefits, office supplies, equipment, and other tools. This amount would be funded from sales and property tax

and might be advanced by the City and then repaid by the Agency when additional sales tax and property tax is realized in any Urban Renewal Area.

The Agency will have a separate set of accounting and a separate audit, just as the Fire District does.

STAFF RECOMMENDATION

I recommend that the City Council approve Resolution No. ERA-002-2012

RECOMMENDED CITY COUNCIL MOTION

"I move to approve Resolution No. ERA-002-2012 as presented."

"I move to deny Resolution No. ERA-002-2012."

"I move to approve Resolution No. REA-002-2012 with the following changes "

**COOPERATION AGREEMENT
BETWEEN
CITY OF EVANS, COLORADO
AND
EVANS URBAN RENEWAL AUTHORITY
FOR
ADMINISTRATIVE SERVICES**

THIS COOPERATION AGREEMENT (the "Cooperation Agreement") dated as of the 4th day of September, 2012, is entered into by and between the City of Evans, Colorado (the "City"), a home rule city and municipal corporation of the State of Colorado, and the Evans Urban Renewal Authority (the "Authority") a body corporate duly organized and existing as an urban renewal authority under the laws of the State of Colorado and the Charter of the City.

WITNESSETH:

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

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

WHEREAS, pursuant to section 31-25-109 of the Act, the Authority has the power and authority to issue or incur notes, interim certificates or receipts, temporary bonds, certificates of indebtedness, debentures, advances, or other obligations, including refunding obligations (collectively, the "Obligations"), for the purpose of financing the activities and operations authorized to be undertaken by the Authority with respect to the Projects in accordance with an adopted urban renewal and the Act, as approved by the City; and

WHEREAS, the Authority currently has no employees and desires to utilize a portion of the time of certain employees of the City and the City is willing to allow such employees to devote a portion of their time to work on projects of the Authority, the cost for such employees to be reimbursed by the Authority to the City as an obligation of the Authority; and

WHEREAS, the Act, Section 18, Article XIV of the Colorado Constitution authorizes the City and the Authority to enter into cooperative agreements, such as this Cooperation Agreement.

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

- 1.0 **DEFINITIONS.** The terms defined in the recitals of this Cooperation Agreement shall have the meanings set forth therein. In addition, the following terms shall have the meanings set forth below:

- 1.1. "Collected Tax Revenues" means the Incremental Tax Revenues actually collected during the Fiscal Year and remitted to the Authority pursuant to Section 2.1 of this Cooperation Agreement.
- 1.2. "Fiscal Year" means the fiscal year of the City, which is January 1 of each calendar year through December 31 of the same calendar year.
- 1.3. "Incremental Taxes" means, for each Fiscal Year, subsequent to the approval of the Reinvestment Plan, all Sales and Property Tax Revenues in excess of the Sales Tax Base Amount or the Property Tax Base Amount.
- 1.4. "Obligations" shall have the meaning set forth in the third Whereas clause above.
- 1.5. "Property Tax" means the property taxes levied by all jurisdictions on real and personal property pursuant to C.R.S. 39-1-101 et seq.
- 1.6. "Property Tax Base Amount" means the property tax levied on all the assessed valuation certified for the tax year in which an urban renewal plan is adopted.
- 1.7. "Property Tax Revenues" means the amount to be collected by the County Treasurer for each fiscal year from the levy of the Property Tax in any urban renewal area designated in an adopted urban renewal plan.
- 1.8. "Sales Tax" means the sales tax levied by the City from time to time on the retail sale of taxable goods and services pursuant to the provisions of Chapter 3.01 of the City's Municipal Code, as amended.
- 1.9. "Sales Tax Base Amount" means the actual collection of Sales Tax Revenues during the twelve (12) month period ending on the date of adoption of any urban renewal plan.
- 1.10. "Sales Tax Revenues" means the amount to be derived by the City in each Fiscal Year from the levy of the Sales Tax within any urban renewal area designated in an adopted urban renewal plan.

2.0 COLLECTION AND REMITTANCE OF INCREMENTAL SALES TAX.

- 2.1. The City agrees to cooperate with the Authority by collecting the Sales Tax Revenues and remitting promptly to the Authority the Pledged Sales Tax Revenues. The City makes no representation and provides no assurance that the Pledged Sales Tax Revenues will be sufficient to satisfy the Obligations of the Authority. The City's obligation under an urban renewal plan and this Cooperation Agreement to collect and remit to the Authority Incremental Sales Taxes is only for a twenty-five year period pursuant to the Act. The Collected Tax Revenues shall be used by the Authority to pay Obligations incurred by the Authority in the planning, demolition, design, construction, financing or other activities related to the Projects in or for the benefit of Any Collected Tax

Revenues not necessary or used to pay Obligations of the Authority during the then current Fiscal Year shall be returned to the City by the end of the first calendar quarter following such Fiscal Year.

3.0 ADVANCE OF SALES AND PROPERTY TAX REVENUES.

- 3.1. An amount not to exceed \$100,000.00 of projected Sales and Property Tax Revenues from any urban renewal area may be advanced by the City to the Authority to be used by the Authority for costs incurred by the Authority for its staffing and consultants in connection with the projects in any urban renewal area designated in an adopted urban renewal plan. Such amounts shall be paid directly to the Authority by the City and shall be disbursed by the Authority as it deems prudent and necessary for such purposes. Any amounts so advanced by the City shall be a priority Obligation of the Authority. Such amounts as are advanced, shall be payable to the City from future Sales and Property Tax Revenues, subject to an annual appropriation by the Board of Commissioners of the Authority. Due to the benefits gained by the City from the projects in any urban renewal area designated in an adopted urban renewal plan, no interest will be due on the amounts advanced to the Authority by the City.
- 3.2. Notwithstanding anything in this Cooperation Agreement to the contrary, to the extent there are outstanding Obligations of the Authority payable to the City, and the Authority fails to appropriate funds to pay such Obligations, the City may retain Incremental Sales Taxes to reimburse the City for such outstanding Obligations of the Authority rather than remitting such Incremental Sales Taxes to the Authority as provided in Section 2.1.

4.0 USE OF CITY EMPLOYEES.

- 4.1. The City hereby authorizes the Authority to utilize the services of certain specified City employees to assist the Authority in work related to urban renewal projects in the City. The City hereby assigns the employees listed in Exhibit A to perform such services for the percentage of their time specified in Exhibit A, which percentage shall be calculated on an annual basis. The specific employees and the amount of time devoted to the projects may be modified from time to time by the City Manager of the City and the Executive Director of the Authority upon written notice of such modification to the City and the Authority. The Authority shall reimburse the City for the applicable percentage of each such employees' wages or salary and benefits. The use of such employees by the Authority and the proportionate cost of their services shall be deemed an advance by the City and an obligation of the Authority which shall be paid each year by the Authority to the City. If the Authority fails to reimburse the City on an annual basis for the cost of the services of such employees, the City may retain incremental sales tax revenues to pay such costs.

- 4.2. The City shall retain the right to establish the employees' wages or salary and benefits, and the right to discharge, reassign, or hire employees to perform the services required by the Authority. Except for the percentage of time devoted to the Authority activities which shall be under the direction or control of the Executive Director of the Authority, the City Manager retains the right to direct and control the employees. The City, as the employer, has the responsibility for payment of salary or wages to the employee, and for reporting, withholding, and paying any applicable taxes with respect to the employees' wages or salary and payment of City sponsored employee benefit plans and payment of unemployment compensation insurance as may be required. The City also retains the right to provide for the welfare and benefit of employees through such programs as professional training. The Authority shall not have any responsibility for the payment or reporting of remuneration paid to the City's employees, all of such responsibilities being the obligation of the City. The City intends to retain the right to maintain the employment relationship between the City and its employees on a long term, and not a temporary basis. The employees of the City listed in Exhibit A know of and consent to co-employment by the City and the Authority.
- 4.3. In the event of any employment related issues with employees assigned to work with the Authority, the Executive Director of the Authority shall report such concerns or issues promptly to the City Manager of the City who shall be responsible for addressing such concerns. The decision of the City Manager relating to such employee shall be final, the sole recourse of the Authority being the right to terminate this Cooperation Agreement as provided in Section 2.3.

5.0 MISCELLANEOUS.

- 5.1. Governing Law. This Cooperation Agreement shall be governed by, and construed in accordance with, the laws of the State of Colorado and shall be subject to the limitations, if any, that are applicable under the Charter or ordinances of the City.
- 5.2. Notices. All notices and other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by first class mail, postage prepaid, addressed as follows:

If to the City:

City of Evans, Colorado
Attn: City Manager
100 37th Street
Evans, Colorado 80620

If to the Authority:

Evans Urban Renewal Authority

Attn: Executive Director
100 37th Street
Evans, Colorado 80620

The City or the Authority may, by notice given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

- 5.3. Termination. Either party may terminate this Agreement upon thirty (30) days written notice to the other party; provided, however, there are no outstanding amounts payable by the Authority to the City unless satisfactory arrangements have been made, in the sole discretion of the City, for the payment of such amounts.
- 5.4. Severability. In the event that any provision of this Cooperation Agreement, other than the requirement of the Authority to reimburse the City for obligations incurred by the Authority hereunder, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

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

CITY OF EVANS, COLORADO

ATTEST:

By: _____
Aden Hogan, City Clerk

By: _____
Lyle Achziger, Mayor

EVANS URBAN RENEWAL
AUTHORITY

ATTEST:

By: _____
Sheryl Trent, Executive Director

By: _____
Lyle Achziger, Chair

**EXHIBIT A
TO
COOPERATION AGREEMENT
FOR
ADMINISTRATIVE SERVICES**

<u>Employee</u>	<u>Allocation of Time to Authority</u>
Director of Finance	No more than 10%
Director of Community and Economic Development	No more than 50%
City Manager	No more than 5%
Public Works Director	No more than 5%
Administrative Assistant	No more than 30%
City Clerk	No more than 10%

EVANS REDEVELOPMENT AGENCY

RESOLUTION NO. ERA-002-2012

A RESOLUTION OF THE EVANS REDEVELOPMENT AGENCY ADOPTING THE OFFICIAL
BYLAWS OF THE AGENCY

WHEREAS, the City of Evans established the Urban Renewal Authority (known as the Evans Redevelopment Agency) in 2009; and

WHEREAS, the Evans Redevelopment Agency will have the first meeting on September 4, 2012; and

WHEREAS, there is a need for a cooperation agreement between the City of Evans and the Evans Redevelopment Agency in order to conduct business;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF THE EVANS REDEVELOPMENT AGENCY:

Section 1. The cooperation agreement between the City of Evans and the Evans Redevelopment Agency is hereby approved and the Chair is hereby authorized and directed to execute this agreement.

Section 2. This Resolution becomes effective immediately upon its passage.

PASSED AND ADOPTED, SIGNED AND APPROVED, THE 4th DAY OF September, 2012.

ATTEST:

CITY OF EVANS, COLORADO

Executive Director

By: _____
Lyle Achziger, Chair