



## **GREELEY URBAN RENEWAL AUTHORITY**

### **Agenda**

**Wednesday – April 9th, 2025**

**1001 11<sup>th</sup> Avenue  
Council Chambers Overflow 103, City Center South**

**4:30 p.m.**

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- I. Call to Order - Roll Call**
  - II. Approval of Minutes** - from the February 12th, 2025, meeting
  - III. Items of Business**
    - a. Apricot Avenue Reimbursement Agreement
  - IV. Board Member Comments/Reports**
  - V. Staff Report**
  - VI. Adjournment**

**Next Meeting: May 14th, 2025 @ 4:30 p.m.**

*The City of Greeley does not discriminate on the basis of disability, race, color, national origin, or gender. For more information about these statutes, or to file a complaint, please contact the City of Greeley's designated Disability Rights and Title VI coordinator, Will Jones at (970) 350-9751, 1001 11th Avenue, Greeley, CO, 80631 or at [william.jones@greeleygov.com](mailto:william.jones@greeleygov.com).*

**GREELEY URBAN RENEWAL AUTHORITY BOARD**

<b>ITEM:</b>	Request for Board Approval of Intergovernmental Agreement between the Greeley Urban Renewal Authority and the City of Greeley related to Apricot Avenue
<b>LOCATION:</b>	Western Sugar TIF District
<b>DATE:</b>	April 9, 2025
<b>PURPOSE:</b>	Approval of IGA for the reimbursement of \$1,822,455.50 related to the construction of Apricot Avenue

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**Background:**

At the February 12, 2025, GURA Board meeting, the Board directed staff to enter into an Intergovernmental Agreement (IGA) with the City of Greeley for reimbursement of road construction expenses related to Apricot Avenue in the Western Sugar TIF District. GURA legal counsel has prepared a resolution and IGA that includes a reimbursement of \$1.3 million originally approved for the project in 2023 plus an additional \$522,455.50 related to cost overruns on the project and approved for payment by the GURA Board in February 2025.

The resolution and IGA related to this action are attached for Board review and approval. Both the resolution and IGA have been reviewed and agreed to by the City of Greeley.

**Staff Recommendation:**

Staff recommends approval of both the resolution and IGA.

**Recommended Board Action:**

Approval of both resolution and IGA.

**Attachments:**

1. A Resolution of the Board of Commissioners of the Greeley Urban Renewal Authority Approving and Intergovernmental Agreement with the City of Greeley Contributing Funds Toward the Ironwood Business Park Road Construction and Utility Improvements.
2. Intergovernmental Agreement between the City of Greeley and the Greeley Urban Renewal Authority

## RESOLUTION

### A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE GREELEY URBAN RENEWAL AUTHORITY APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF GREELEY CONTRIBUTING FUNDS TOWARD THE IRONWOOD BUSINESS PARK ROAD CONSTRUCTION AND UTILITY IMPROVEMENTS

WHEREAS, the Greeley Urban Renewal Authority (the "Authority") previously approved one million three-hundred thousand (\$1.3 million) dollars to the City for road improvements and water and sewer and other utility construction costs at the City's Ironwood Business Park in the Western Sugar Factory Area tax increment finance ("TIF") district;

WHEREAS, the Parties recently discovered that the Authority never made the \$1,300,000.00 contribution payment to the City;

WHEREAS, the City is requesting an additional contribution from the Authority to fund the completion of Apricot Avenue and associated utility improvements;

WHEREAS, the Authority desires to contribute additional funds to the City upon the terms and conditions provided in the Intergovernmental Agreement attached hereto; and

WHEREAS, The Authority finds that contributing a total of One Million Eight-Hundred Twenty-Two Thousand Four-Hundred Fifty-Five dollars and fifty cents (\$1,822,455.50) to the City toward the Apricot Avenue road utility installation and infrastructure improvements in the Western Sugar Factory Area TIF district is consistent with the Authority's urban renewal objectives.

NOW, THEREFORE, the Board of Commissioners of the Greeley Urban Renewal Authority does hereby resolve as follows:

Section 1. The Intergovernmental Agreement between the Authority and the City attached hereto as **Exhibit A** is hereby approved and the Chairman is authorized to execute the Agreement on behalf of the Authority.

Section 2. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Adopted and approved this 12th day of March, 2025.

[SEAL]

GREELEY URBAN RENEWAL  
AUTHORITY

By \_\_\_\_\_  
Jediah Cummins, Board Chair

Attest:

By \_\_\_\_\_  
John Hall, Board Secretary

## INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025 (the "Effective Date") by and between the City of Greeley, Colorado (the "City"), a home rule municipal corporation of the State of Colorado, and the Greeley Urban Renewal Authority (the "Authority"), a body corporate and politic duly organized and existing as an urban renewal authority under the laws of the State of Colorado.

### RECITALS

**WHEREAS**, the City is a home rule municipality and municipal corporation duly organized and existing under and pursuant to Article XX of the Colorado Constitution and the City's Charter;

**WHEREAS**, the Authority is a body corporate and politic and was duly organized, established and authorized in 1969 by the City to transact business and exercise its powers as an urban renewal authority, all under and pursuant to Colorado Urban Renewal Law, C.R.S. § 31-25-101, *et seq.* (the "Act");

**WHEREAS**, pursuant to C.R.S. § 31-25-109 of the Act, the Authority has the power and authority to issue or to 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 plan and the Act as approved by the City;

**WHEREAS**, C.R.S. § 29-1-203 authorizes the City and the Authority to cooperate and contract with one another regarding functions and services each is authorized to provide;

**WHEREAS**, the City previously requested, and the Authority previously approved, a contribution to the City in the amount of One Million Three-Hundred Thousand Dollars (\$1,300,000.00) as a financial contribution to roadway improvements including water and sewer and other utility construction costs at the City's Ironwood Business Park Apricot Avenue improvements in the Western Sugar Factory Urban Renewal Area tax increment finance ("TIF") district;

**WHEREAS**, the Parties recently discovered that the Authority never made the \$1,300,000.00 contribution payment to the City;

**WHEREAS**, the City is requesting an additional contribution from the Authority in the amount of One Million, Forty Four Thousand Nine Hundred Eleven Dollars (\$1,044,911.00) to fund the completion of Apricot Avenue and associated utilities;

**WHEREAS**, the Authority desires to contribute an additional Five Hundred Twenty Two Thousand Four Hundred Fifty Five dollars and fifty cents (\$522,455.50), or one-half (½) of the requested additional contribution (the "Additional Contribution"), for a total contribution of One

Million Eight-Hundred Twenty-Two Thousand Four-Hundred Fifty-Five dollars and fifty cents (\$1,822,455.50), upon the terms and conditions contained in this Agreement.

**NOW THEREFORE**, in consideration of the foregoing recitals, the mutual promises of the Parties, and the mutual benefits to be gained by performance, it is agreed as follows:

**Section 1. City Obligations.**

A. The City and its authorized employees, contractors, and agents shall construct and complete all of the water and utility improvements necessary for the Ironwood Business Park Apricot Avenue road construction consistent with the terms of the Development Agreement between the City and PV Ironwood, LLC dated April 7, 2016 and recorded in the Weld County real property records at Reception No. 4194260 (the "Development Agreement"), and consistent with the amendments and any exhibits thereto.

B. The City shall have ownership of, and maintain Apricot Avenue, and all water and sewer and other utility improvements contemplated under the Development Agreement.

C. Following the Effective Date first written above, the City shall provide monthly updates to the Authority regarding the construction progress of the Apricot Avenue improvements.

**Section 2. Authority Obligations.**

A. The Authority finds that contributing funds toward the Apricot Avenue road utility installation and infrastructure improvements in the Western Sugar Factory Area TIF district is consistent with the Authority's urban renewal objectives. The Authority shall contribute a total amount of One Million Eight-Hundred Twenty-Two Thousand Four-Hundred Fifty-Five dollars and fifty cents (\$1,822,455.50) to the City to construct and install water and sewer and other utility infrastructure at the Ironwood Business Park as part of the construction of Apricot Avenue.

B. The Authority shall make the initial, previously approved contribution of One Million Three-Hundred Thousand Dollars (\$1,300,000.00) to the City following final approval and execution of this Agreement by the Parties.

C. The Authority shall not make the Additional Contribution to the City until the City has issued final acceptance of the Apricot Avenue road utility and infrastructure improvements, confirming that all improvements and obligations were constructed and completed consistent with the terms of the Development Agreement, Final Subdivision Plat, related Final Development Plans and all exhibits thereto.

**Section 3. Assignment.** Neither this Agreement, nor any of a Party's rights, obligations, duties or authority hereunder, may be assigned in whole or in part.

**Section 4. Relationship of Parties.** This Agreement does not and shall not be construed as creating a relationship of joint venturers, partners, or employer-employee between the Parties.

**Section 5. Liability of Parties.** No Party shall have any obligation whatsoever to repay any debt, financial obligation, or liability of the other Party, except where specified herein.

**Section 6. Insurance.** Each Party agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by it pursuant to this Agreement. Such policies shall include, at a minimum, comprehensive general liability, personal injury, and property damage with minimum combined single limits of not less than the amounts required by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.* (the "Immunity Act"). The Parties further understand and agree that each Party, and their officers and their employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Immunity Act.

**Section 7. Modification.** This Agreement may only be modified, amended, or changed or in whole or in part, by an agreement in writing duly authorized and executed by the Parties. Any request by the City for additional funds from the Authority must be made in writing and authorized by the execution by the Parties of an amendment hereto.

**Section 8. Waiver.** The waiver of a breach of any provision of this Agreement by either Party shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or another provision of this Agreement.

**Section 9. Integration.** This Agreement contains the entire agreement between the Parties and no statement, promise or inducement made by any Party or the agent of any Party that is not contained in this Agreement shall be valid or binding.

**Section 10. Severability.** Invalidation of any of the provisions of this Agreement, or of any Section, paragraph, sentence, clause, phrase or work herein, or the application thereof, in any given circumstance, shall not affect the validity of any other provision of this Agreement.

**Section 11. Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Colorado.

**Section 12. No Multiple-Year Financial Obligation.** Nothing herein shall be deemed or construed to create a debt or multiple fiscal year obligation within the meaning of Article X, Section 20 of the Colorado Constitution. Provided, however, the Parties agree that they have appropriated sufficient funds to meet their respective obligations under this Agreement.

**Section 13. Headings for Convenience Only.** The headings, captions and titles contained herein are for convenience and reference only and are not intended to enlarge or restrict the content thereof.

**Section 14. No Third-Party Beneficiaries.** The benefits and burdens of this Agreement shall inure solely to the Parties. There are no third-party beneficiaries of this Agreement.

**Section 15. Notice.** All notice required under this Agreement shall be in writing and shall be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid,

to the addresses of the Parties as set forth herein. All notices so given shall be considered effective 72 hours after deposit in the United States first-class mail with the proper address as set forth herein. Either Party by notice so given may change the address to which future notices shall be sent.

Notice to the Authority:

John Hall  
Urban Renewal Secretary  
1100 10<sup>th</sup> Street  
Greeley, Colorado 80631

Notice to the City:   Attn: City Manager  
1000 10<sup>th</sup> Street  
Greeley, Colorado 80631

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement, effective as of the day and year first above written.

**CITY OF GREELEY, COLORADO**

By: \_\_\_\_\_  
John Gates, Mayor

ATTEST:

\_\_\_\_\_  
, City Clerk

**GREELEY URBAN RENEWAL AUTHORITY**

By: \_\_\_\_\_  
Jediah Cummins, Board Chair

ATTEST:

\_\_\_\_\_  
John Hall, Board Secretary