



PARKER AUTHORITY FOR REINVESTMENT AGENDA
July 8, 2019
Immediately following the Adjournment of the Town Council Meeting

1. CALL TO ORDER AND ROLL CALL

2. EXECUTIVE SESSION - (See attached)

3. APPROVAL OF MINUTES

A. April 15, 2019

B. May 23, 2019

4. PUBLIC COMMENTS - 3 Minute Limit (No action will be taken on these items.)

5. RESOLUTIONS

RESOLUTION NO. 2019-06

A Resolution Approving the Mutual Release and Settlement Agreement Between Parker Authority for Reinvestment and South Metro Fire Rescue Fire Protection District

Staff: Jason Rogers, Director

6. ADJOURNMENT

Parker Authority for Reinvestment

Executive Session Agenda

July 8, 2019

"To determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e)."

1. Proposed Agreement with DA Davidson for Investment Banking Services

**PARKER AUTHORITY FOR REINVESTMENT
MINUTES
APRIL 15, 2019**

Chair Mike Waid called the PAR and Town Council meeting to order at 5:34 P.M. All Authority Members were present.

Town Attorney Jim Maloney announced that there was one item for the Combined Executive Session under C.R.S. § 24-6-402(4)(e) concerning Listing Agreement for Town properties between Navpoint Real Estate Group and the Town (My Mainstreet) and there were two (2) items for the Town Council Executive Session under C.R.S. § 24-6-402(4)(b) there was one (1) item concerning C.R.S. 1-45-101, et seq. (Fair Campaign Practices Act) and the second was concerning Section 13.01.100 of the Parker Municipal Code (waivers and amendments).

EXECUTIVE SESSION

Joshua Rivero moved and John Diak seconded to go into the Combined Executive Session to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e).

The motion was approved unanimously.

Renee Williams moved and Joshua Rivero seconded to come out of the Combined Executive Session and recess the PAR meeting at 6:03 P.M.

The motion was approved unanimously.

Chair Mike Waid reconvened the meeting at 9:26 P.M.

APPROVAL OF MINUTES

March 18, 2019 and April 1, 2019

Josh Rivero moved and Debbie Lewis seconded to approve the March 18, 2019 and April 1, 2019 minutes.

The motion was approved unanimously.

PUBLIC COMMENTS

There were none.

RESOLUTIONS

A. RESOLUTION NO. 2019-03

A Resolution to Approving the First Amendment to the Amended and Restated Cooperation Agreement Between the Town of Parker, Colorado, and the Parker Authority for Reinvestment

Staff: **Weldy Feazell, Redevelopment Manager**

The Parker Authority for Reinvestment (PAR) and the Town of Parker (Town) seek to amend the Amended and Restated Cooperation Agreement between the two (2) entities. This amendment comprehensively memorializes the relationship and clarifies various budget costs for the 2019 budget year.

Public Comment - None

Debbie Lewis moved to approve Resolution No. 2019-03.

Renee Williams seconded the motion.

The motion was approved unanimously.

B. RESOLUTION NO. 2019-04

A Resolution Adopting the Real Property Disposition Policy for the Parker Authority for Reinvestment ("PAR") to Assist in PAR's Implementation for the Town of Parker's Existing Urban Renewal Plans

Staff: **Weldy Feazell, Redevelopment Manager**

The Parker Authority for Reinvestment (P3 Parker) does not currently have a Real Property Disposition Policy. Staff has drafted a Real Property Disposition Policy which will be included in the Operations Manual for PAR.

This policy is intended to create a unified and consistent approach to disposition of real property owned by PAR. In the interest of providing predictability and transparency to the sale and reuse of property, this policy will provide guidance to P3 Parker when disposing of property as well as information to individuals and organizations considering the acquisition of property owned by P3 Parker. Disposition of real property by P3 Parker shall occur only in accordance with this Policy. Having a disposition policy will help to:

- Encourage the development and reuse of vacant properties consistent with P3 Parker's Urban Renewal Area plans and Strategic Plan; and
- Eliminate blight; and
- Convey land through a predictable, timely and transparent process; and
- Encourage timely development and discourage real estate speculation.

The P3 Parker will consider these goals when making decisions regarding the disposition of their property.

Public Comment - None

Joshua Rivero moved to approve Ordinance No. 2019-04.

Debbie Lewis seconded the motion.

The motion passed 5-2. Cheryl Poage and Jeff Toborg voted no.

C. RESOLUTION NO. 2019-05**A Resolution of the Parker Authority for Reinvestment ("PAR") Setting Fourth Its Intention to Seek to Issue Indebtedness to Pay for Public Improvements Including Streets, Roads, and Other Capital Improvements Within the Town's Three Urban Renewal Areas as Part of the Undertakings and Activities of PAR Within the Town's Urban Renewal Areas**

Staff: Weldy Feazell, Redevelopment Manager

This resolution memorializes the intention of PAR to engage in a cooperative process with the Town to identify those public improvements within the Town's three urban renewal areas that may be financed by a future bond issue, and to work to develop a strategy for issuing indebtedness under the Urban Renewal Law.

PAR staff has been working on the development of a Capital Improvement Program that would identify four basic categories of capital improvements within the Town's urban renewal areas: Infrastructure, Parking, Placemaking, and Special Projects. This Resolution allows the formal discussions/process to commence between the Town and PAR to seek to identify and prioritize those public improvements that could be financed by property tax increment that would best remediate blight and prevent the spread of blight within the Town's urban renewal plan areas.

Ultimately, PAR, following the cooperative process with the Town, would seek to incur indebtedness under the Urban Renewal Law to pay for those public improvements, secured by TIF, likely as part of the 2020 budget process.

Town Attorney Jim Maloney advised the Parker Authority for Reinvestment is a legal government entity that can issue debt by state statute.

Public Comment - None

Joshua Rivero moved to approve Resolution No. 2019-05.

Debbie Lewis seconded the motion.

The motion was approved 6 -1. Cheryl Poage voted no.

The meeting was adjourned at 9:45 P.M.

Carol Baumgartner, Clerk

Mike Waid, Chair

**PARKER AUTHORITY FOR REINVESTMENT
MINUTES
MAY 23, 2019**

CALL TO ORDER AND ROLL CALL

Chair Mike Waid called the meeting to order at 5:19 P.M. Authority Member Renee Williams was absent.

EXECUTIVE SESSION

Town Attorney Jim Maloney and PAR Attorney Corey Hoffmann announced that there was one (1) item for the Combined Executive Session under C.R.S. § 24-6-402(4)(e) concerning listing agreement for Town properties between NavPoint Real Estate Group and the Town (My Mainstreet) and under C.R.S. § 24-6-402(4)(b) there was one (1) item to receive legal advice on specific legal questions concerning South Metro Fire Rescue Fire Protection District v. Parker Authority for Reinvestment et al., Douglas County District Court Case No. 17CV30549.

Josh Rivero moved and John Diak seconded to go into the Combined Executive Session to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiations and to hold a conference with the Town's attorney to receive legal advice on specific legal questions.

The motion was approved unanimously.

Councilmember Cheryl Poage left the meeting at 5:27 P.M., because she had a conflict of interest with the second item.

Debbie Lewis moved and John Diak seconded to come out of the Combined Executive Session at 6:05 P.M.

The meeting was adjourned at 6:06 P.M.

Carol Baumgartner, Clerk

Mike Waid, Chair



Request for Authority Board Action

Date: July 8, 2019

Submitted By: Corey Y. Hoffman, PAR Attorney and Weldy Feazell, Redevelopment Manager

Reviewed By: Michelle Kivela, Executive Director

Title: **RESOLUTION NO. 2019-06**
A Resolution Approving the Mutual Release and Settlement Agreement
Between Parker Authority for Reinvestment and South Metro Fire Rescue
Fire Protection District

Staff: **Jason Rogers, Director**

EXECUTIVE SUMMARY

The purpose of this agenda item is for the Board of Commissioners to approve the Mutual Release and Settlement Agreement (the "Agreement"), by and between the Parker Authority for Reinvestment ("PAR") and South Metro Fire Rescue Fire Protection (the "District").

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The District as Plaintiff; PAR as Defendant; and the Town of Parker; MSSL-Mainstreet, LLC; Parker AL, LLC; RIG Cottonwood, LLC; and Parker Flats, LLC, as Intervenors, have been involved in litigation in Douglas County District Court Case No. 2017CV030549, Division 5 involving the District's challenge to the urban renewal process in the Town of Parker (the "Litigation"). PAR and the District desire to finally resolve the Litigation based, contingent on performance of the separate settlement agreement entered into by the Town and the District. The settlement agreement between the Town and the District seeks to address impacts to the District that are created by new development in the Town, as more particularly described in the settlement agreement between the Town and the District, which is an exhibit to the Agreement between PAR and the District.

For the reason that the settlement agreement between the Town and the District is subject to the voter approval provisions related to the Town Excise Tax, including the Public Safety Services Component, PAR and the District desire to conditionally resolve the Litigation through the Agreement, subject to the conditions contained in the agreement between the Town and the District.

FINANCIAL IMPACT

To the extent the Litigation encumbers or is perceived as impairing PAR's ability to incur additional indebtedness, final resolution of the Litigation will allow PAR to proceed forward in implementing the Town's urban renewal plans without risk of an adverse decision regarding the sharing of TIF with South Metro.

ATTACHMENTS

1. Resolution No. 2019-06

RECOMMENDED MOTION

I move to approve Resolution No. 2019-06.

PAR RESOLUTION 2019 - 06

**A RESOLUTION APPROVING THE MUTUAL RELEASE AND SETTLEMENT
AGREEMENT BETWEEN THE PARKER AUTHORITY FOR REINVESTMENT AND
SOUTH METRO FIRE RESCUE FIRE PROTECTION DISTRICT**

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Parker Authority for Reinvestment, that:

Section 1. The Mutual Release and Settlement Agreement between the Parker Authority for Reinvestment and South Metro Fire Rescue Fire Protection District in the form attached hereto as **Exhibit A** is hereby approved, and the Chairman is authorized to execute the same on behalf of the Parker Authority for Reinvestment.

RESOLVED AND PASSED this 8th day of July, 2019.

Mike Waid, Chairman

ATTEST:

By: _____
Carol Baumgartner, Clerk

EXHIBIT A

MUTUAL RELEASE AND SETTLEMENT AGREEMENT

THIS MUTUAL RELEASE AND SETTLEMENT AGREEMENT (the "Agreement") is made effective this ____ day of ____, 2019, by and between the Parker Authority for Reinvestment, a Colorado urban renewal authority and body corporate and politic ("PAR") and the South Metro Fire Rescue Fire Protection District, a quasi-municipal corporation and political subdivision of the State of Colorado organized pursuant to C.R.S. § 32-1-101, *et seq.* (the "District"). PAR and the District may be referred to individually as "Party" and collectively as the "Parties."

RECITALS

A. The District as Plaintiff, PAR as Defendant, and the Town of Parker, MSSSL-Mainstreet, LLC, Parker AL, LLC, RIG Cottonwood, LLC, and Parker Flats, LLC, as Intervenor, have been involved in litigation in Douglas County District Court Case No. 2017CV030549, Division 5 involving the District's challenge to the implementation of urban renewal plans within the Town of Parker (the "Litigation");

B. PAR and the District by this Agreement, and the remaining entities set forth above by separate agreement, seek to finally resolve the Litigation by execution of this Agreement and other related settlement agreements by the other Parties to the Litigation as more particularly described below;

C. The Parties to this Agreement have reached an amicable resolution with respect to all of the claims between them that have been or could have been asserted in the Litigation regarding the implementation of the urban renewal plans in the Town of Parker, and the District's objection thereto; and

D. Upon satisfaction of the conditions set forth in Sections 2, 3, and 4A of the Settlement Agreement between the Town of Parker and the District, attached hereto as **Exhibit 1**, and incorporated herein by this reference (the "Town/District Settlement Agreement"), the Parties agree to a dismissal of all claims made in the Litigation, with prejudice.

AGREEMENT

In consideration of the foregoing Recitals, which are specifically incorporated herein by this reference and made a part of this Agreement, the releases, and promises set forth herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this Agreement mutually covenant and agree as follows:

1. **Mutual Release of Claims with Prejudice.** Upon satisfaction of the conditions set forth in Sections 2, 3, and 4A of the Town/District Settlement Agreement, PAR and the District hereby release and forever discharge each other, their elected and appointed officials, agents, employees, attorneys, successors, and assigns from any and all claims, damages, demands, causes of action and liabilities of any kind or nature, known or unknown, which were or could have been

asserted in the Litigation or arising out of or in any way related to the adoption and implementation, through the date of this Agreement, by the Town and PAR of the Town's three urban renewal plans existing as of the date of this Agreement; the Parker Central Area Reinvestment Plan, as modified dated October 19, 2015; the Cottonwood Plan, as modified dated October 19, 2015; and the Parker Road Plan, as modified dated October 19, 2015.

2. **Additional Provisions.**

A. As a condition of the District's obligation within this Agreement becoming operative, all the other Intervenor shall execute a Mutual Release and Settlement Agreement similar to this Agreement with the District and containing a mutual release of claims with prejudice similar to that contained in Section 1 hereof, by August 5, 2019. If such agreements with all such Intervenor are not executed by such date, this Agreement shall be deemed to be invalidated, and the Mutual Release of Claims with Prejudice in Section 1 is and shall be withdrawn by the Parker Authority for Reinvestment and the District.

B. Upon satisfaction by the Town of the adoption of the Ballot Question Ordinance and the Excise Tax Ordinance as described in the Town/District Settlement Agreement, PAR and the District agree to seek a stay of the Litigation through and including the date of the certification of the election results for the approval of the Town Excise Tax.

C. If the registered electors of the Town approve the Town Excise Tax as set forth in the Town/District Settlement Agreement, this Agreement shall be in full force and effect, and the Parties agree to the filing of a Stipulation of Dismissal with Prejudice of the Litigation in the form, attached hereto as **Exhibit 2** and incorporated herein by this reference.

D. If the registered electors of the Town do not approve the Town Excise Tax as set forth in the Town/District Settlement Agreement, this Agreement is and shall be deemed withdrawn by both PAR and the District, and the Parties shall thereafter resume the Litigation.

3. **Representations and Warranties.** Each Party represents and warrants that it has the sole right and exclusive authority to execute this Agreement and that it has not sold, assigned, transferred or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in, or released by, this Agreement. Each Party warrants and represents to the other that the signatory has full power and authority to enter into this Agreement, to bind the party for whom the signatory signs, has carefully and fully read this Agreement, understands the contents thereof, and has signed his/her name as their own free act. The Parties also warrant that they have sought and received any necessary advice and explanation from their attorneys.

4. **Voluntary Agreement.** The Parties agree and acknowledge that they are freely and voluntarily entering into this Agreement, that they have been afforded the opportunity to obtain the advice of legal counsel of their choice with regard to this Agreement, that they have read and understood the same in its entirety, and that they have not relied upon any representations or statements by any person other than as expressly stated in this Agreement. The Parties also agree

and acknowledge that the execution of this Agreement is not the result of any duress, whether economic or otherwise. Each Party further agrees and acknowledges that no representations or agreements which are not set forth herein have been made to induce them to enter into this Agreement or in connection with the subject matter hereof.

5. **Entire Agreement.** This Agreement shall not be amended, supplemented or modified except by an instrument in writing signed by the Parties to this Agreement.

6. **Drafting.** It is acknowledged that all Parties to this Agreement have participated in the drafting of this Agreement, each with the assistance of counsel, and it is agreed that any claim as to ambiguity shall not be construed for or against either Party as a result of such drafting. The terms of this Agreement are contractual, not a mere recital, and are the result of negotiations among all Parties.

7. **Additional Documents.** The Parties agree to cooperate fully and execute any and all supplementary documents and to take any additional actions which may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

8. **No Waiver.** The acceptance of any performance by a Party which does not comply strictly with the terms in this Agreement shall not be deemed to be a waiver or release by the accepting Party of any future breach or failure to comply.

9. **Severability.** If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby, except that if any provision of Sections 1 or 2 of this Agreement is deemed to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall not be valid and enforceable.

10. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Exclusive venue for any action arising out of or related to this Agreement shall be in Douglas County, Colorado.

11. **Counterparts.** This Agreement may be executed in two or more signature counterparts, each of which shall constitute an original, but all of which, taken together, shall constitute but one and the same instrument. Executed facsimile copies of this Agreement and executed copies of this Agreement transmitted electronically in .pdf or similar format shall be treated as originals.

12. **Survival of Representations.** Except as otherwise provided in this Agreement, the agreements, releases, representations, promises, warranties and acknowledgments contained herein shall survive the execution and delivery of this Agreement and the dismissal with prejudice of the Litigation.

IN WITNESS WHEREOF, the Parties are voluntarily executing this Agreement, which is effective as of the date and year set forth above.

PARKER AUTHORITY FOR
REINVESTMENT

SOUTH METRO FIRE RESCUE
FIRE PROTECTION DISTRICT

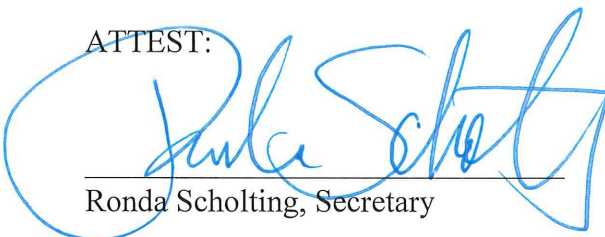
By: _____
Mike Waid, Chairman

By: _____
Laura Simon, Chairman

ATTEST:

Carol Baumgartner, CMC, Authority Clerk

ATTEST:

_____
Ronda Scholting, Secretary

APPROVED AS TO FORM ONLY:

By: _____
Corey Y Hoffmann, Esq., Attorney
for the Parker Authority for Reinvestment

By: _____
Robert G. Cole, Esq., Attorney
for the South Metro Fire Rescue
Fire Protection District