

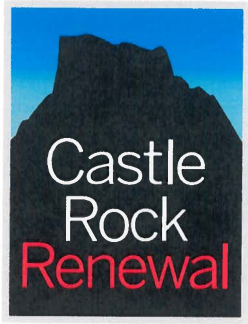
PUBLIC MEETING

November 15, 2016, 5:45 – 5:55 pm
100 North Wilcox Street, Second Floor Council Chambers
Castle Rock, Colorado

AGENDA

THIS MEETING IS OPEN TO THE PUBLIC. PLEASE NOTE THAT ALL TIMES INDICATED ON THE AGENDA ARE APPROXIMATE. INTERESTED PARTIES ARE ENCOURAGED TO BE PRESENT EARLIER THAN THE SCHEDULED TIME.

- 5:45** **Call to Order / Roll Call:**
- 5:46** **Pledge of Allegiance**
- 5:47** **Unscheduled Public Comment** (*During this time, members of the public are invited to address the Authority on items which are NOT scheduled on the agenda. Comments are limited to four (4) minutes per speaker.*)
- 5:48** **Report on August 16, 2016 Executive Session - Miller's Landing Urban Renewal Project**
- 5:49** **Approval of August 16, 2016 Minutes**
- 5:50** **Staff Report:**
- 1. Approval of CRURA Resolution No. 2016-01: A Resolution Approving the 2017 CRURA Budget**
 - 2. Approval of CRURA Resolution No. 2016-02: A Resolution Adopting the Town of Castle Rock / Castle Rock Urban Renewal Authority 2017 Loan Agreement**
 - 3. Approval of CRURA 2016 Annual Report**



CRURA MEMORANDUM

To: Castle Rock Urban Renewal Authority Board of Commissioners

From: Bill Detweiler, Executive Director

Date: November 15, 2016

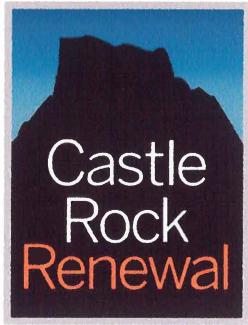
RE: Castle Rock Urban Renewal Authority Executive Session Report

Background and Introduction:

An executive session regarding the proposed Miller's Landing Urban Renewal Project was held on August 16, 2016. In addition to the Board of Directors, the participants in the executive session were Town Manager Dave Corliss, General Counsel Bob Slentz, Executive Director Bill Detweiler, Secretary Sally Misare, Finance Director Trish Muller and Sales Tax Manager Pete Mangers. For the record, if any person who participated in the executive session believes that any substantial discussion of any matters not included in the motion to go into the executive session occurred during the executive session, or that any improper action occurred during the executive session in violation of the Open Meetings Law, I would ask that you state your concerns for the record.

Description	Castle Rock Urban Renewal Authority (CRURA) Board of Commissioners Meeting August 16, 2016 – Castle Rock Town Council Chambers	
Time	Speaker	Note
<u>4:33:39 PM</u>	Donahue	Called to order at 4:33 PM. Commissioners Green, Heath, Valentine and Donahue were present; Commissioners Ford, and Teal were absent.
	Donahue	<u>Unscheduled Public Appearances</u> None
	Donahue	<u>Approval of Minutes of the July 19, 2016 Meeting</u>
		<i>Donahue moved to approve the Minutes of the July 19, 2016, meeting as presented. Wilson seconded the motion as stated. The motion passed by a vote of 5-0.</i>
	Donahue	<u>Proposed Citadel Station Urban Renewal Development Plan</u>
	Detweiler	Reminded Commissioners of July 2016 presentation which provided a general overview of the proposed Millers Landing development.
	Shawn Temple & Scott Springer	Representing P3 LLC, provided updated information regarding proposed plan for development for site, including details on the brownfield remediation plan. Outlined next steps in process for development of the site, and potential time frame for accomplishing various tasks, including implementation of a variety of financing tools. Reviewed benefits of the project to the Town.
4:43:55 PM		Commissioner Ford arrived.
	Carolyn White	Public Finance Counsel for this project reviewed various elements of proposed financial plan for this project, and how these would be used together. Reviewed proposed infrastructure improvements and associated cost estimates and noted these were above what was required to serve the development, but were of significant benefit to the Town. Noted approximately 17% of the total \$45 million project costs were planned to be financed with public funds. Reviewed tools which would be used and requested feedback from the URA regarding the proposed financing plan.

5:10:34 PM		<u>Public Comment</u> Marcus Notheisen and Matt Call spoke in support of the project.
5:14:47 PM		<u>EXECUTIVE SESSION</u> Donahue moved, seconded by Green, to adjourn to Executive Session, not to return, pursuant to C.R.S. §24-6-402(4)(e) for the purpose for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategies for negotiations and instructing negotiators regarding the proposed Miller's Landing Urban Renewal Project.



CRURA MEMORANDUM

To: Castle Rock Urban Renewal Authority Board of Commissioners

From: Bill Detweiler, Executive Director
Trish Muller, Treasurer
Pete Mangers, CRURA Finance

Date: November 15, 2016

RE: Castle Rock Urban Renewal Authority (CRURA) 2017 Annual Budget

Background and Introduction:

Staff is requesting URA Board of Commissioners (BOC) action on the 2017 CRURA Budget and 2017 CRURA / Town Council Loan Agreement. Both issues are consistent with previous funding discussions and include conservative estimates for revenue and expenditures in 2017. In addition, staff is requesting approval of the 2016 Annual Report.

The proposed 2017 CRURA Budget and 2017 Loan Agreement resolutions and spreadsheets are included for BOC review and approval. The budget document provides a funding source for 2017 and future annual appropriations for CRURA will be acted upon by the BOC in association with Town Council budget calendar.

The Town's Economic Assistance Fund is the funding source for the Town Council loan.

The proposed 2017 Budget of the Castle Rock Urban Renewal Authority (CRURA) is attached to this budget message. In conformance with the requirements of the State of Colorado the budget must include anticipated revenues, proposed expenditures, beginning and ending fund balance, and three years of comparable budget data. The basis of accounting used in the CRURA Budget is accrual.

The proposed 2017 CRURA Budget equals \$59,500 for both expenditures and revenue. That number is based upon the estimated time to process our first URA Project, which will involve a significant level of financial and legal analysis to complete and may include expert consultant time to assist and provide guidance to URA staff and the BOC. The proposed CRURA / Town Council Loan Agreement equals \$24,000.

The budget is a plan for spending, not an authorization to spend. All significant expenditures require specific approval of the Board of Commissioners. The significant anticipated revenue and planned expenditures of the 2017 CRURA budget are explained below.

Loan from Town and Contributed Services - Both sources of revenue loaned or contributed from the Town will be paid back once a project has been approved and TIF has been generated.

Legal and Professional Services – The amounts of \$3,000 and \$5,000 are for legal services provided by the Town attorney and a third party development consultant.

Activities in 2017:

Staff is currently negotiating with a development team to create and approve a URA Project on the Citadel Station / Castle Meadows site. The URA Board previously acknowledged the proposed Millers Landing concept plan was consistent with the Board approved URA Plan. An Interchange Overlay Zone (IOZ) rezoning application has been submitted and will be in front of Town Council in November and December. Ongoing negotiations between the property owners and development teams are moving forward and we anticipate a formal URA Project application within the next 90 days. As the Board members are aware, submittal of a URA Project is solely the responsibility of the private sector. There is nothing the BOC, URA Director, URA Town team or EDC Partners can do to speed up the process, we can only assist in providing support and moving applications through the process to meet our customer's demands. If the resources needed to process and take action on the URA Project application in 2017 requires more funding than predicted in the 2017 URA Budget, we will return to the BOC to amend the 2017 Budget and Loan Agreement if necessary.

Staff finds that no additional Town or EDC staff resources are necessary to administer the URA program in 2017. Any costs associated with use of Town URA staff or EDC staff or use of consultants / expert consultants will be reimbursed by TIF revenues when a URA Project occurs and TIF is collected.

Staff Recommendation

Staff recommends approval of the 2017 CRURA budget, loan agreement, and 2016 Annual Report.

Proposed Motion

I move to approve Resolution No. 2016-01 a resolution approving the 2017 CRURA Budget. Further, I move to approve Resolution No. 2016-02 a resolution approving the 2017 CRURA / Town Council Loan Agreement, as well as approval of the CRURA 2016 Annual Report.

Attachments

Attachment A: Resolution Approving the CRURA 2017 Budget
Attachment B: Resolution Approving CRURA 2017 Loan Agreement
Attachment C: CRURA 2016 Annual Report

Attachment A:

Resolution Approving the 2017 CRURA Budget

**CASTLE ROCK URBAN RENEWAL AUTHORITY
RESOLUTION NO. 2016-**

**A RESOLUTION ADOPTING THE 2017 CASTLE ROCK
URBAN RENEWAL AUTHORITY BUDGET**

WHEREAS, formation of the Castle Rock Urban Renewal Authority (CRURA) was approved by the Castle Rock Town Council on June 4, 2013; and

WHEREAS, by State statute the CRURA Board of Commissioners is required to develop, adopt, and complete annual budget reports for the State; and

WHEREAS, the CRURA Board of Commissioners has prepared a budget reflecting projected revenues and expenditures for fiscal year 2017;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CASTLE ROCK URBAN RENEWAL AUTHORITY AS FOLLOWS:

Section 1. Approval. The Castle Rock Urban Renewal Authority hereby approves the 2017 Castle Rock Urban Renewal Authority Budget attached as ***Exhibit 1.***

ATTEST:

**CASTLE ROCK URBAN RENEWAL
AUTHORITY**

Sally A. Misare, Secretary

Paul Donahue, Chair

Approved as to form:

Approved as to content

Robert J. Slentz, General Counsel

Bill Detweiler, Executive Director

2017 CRURA Budget

Line Item Description

Revenues	<u>2015 Actual</u>	<u>2016 Budget</u>	<u>2016 Estimate</u>	<u>2017 Budget</u>
Property Tax Increment	\$ -	\$ -	\$ -	\$ -
Sales Tax Increment	-	-	-	-
Interest	-	-	-	-
Developer Fees	-	-	-	-
Misc. Revenue	-	-	-	-
Loan Proceeds from Town		14,181	10,000	24,000
Contributed Services	2,303	35,500	5,600	35,500
Proceeds from Debt Issuance	-	-	-	-
Total Revenue	<u>2,303</u>	<u>49,681</u>	<u>15,600</u>	<u>59,500</u>
Expenditures - Personnel				
Salaries/Benefits	2,303	35,500	5,600	35,500
Total Salaries/Benefits	<u>2,303</u>	<u>35,500</u>	<u>5,600</u>	<u>35,500</u>
Operating Expenditures				
Dues & Publications	-	250	-	250
Legal	-	3,000	3,000	3,000
Office Supplies	-	100	-	100
Postage	-	100	-	100
Bank Fees	199	500	65	500
Web Design and Maintenance	349	500	349	500
Professional Svs	361	1,500	9,800	10,000
Travel	-	500	-	500
Training	-	1,000	102	1,000
Outreach	-	250	-	250
Audit	-	-	-	-
Total Operating Expenditures	<u>909</u>	<u>7,700</u>	<u>13,316</u>	<u>16,200</u>
Contingency (15%)	-	6,481	-	7,800
Total Expense	<u>3,212</u>	<u>49,681</u>	<u>18,916</u>	<u>59,500</u>
Revenue Over/(Under) Expenditures	<u>(909)</u>	<u>-</u>	<u>(3,316)</u>	<u>-</u>
Beginning Funds Available	17,851	16,942	16,942	13,626
Ending funds Available	<u>\$ 16,942</u>	<u>\$ 16,942</u>	<u>\$ 13,626</u>	<u>\$ 13,626</u>

Attachment B:

Resolution Approving the CRURA / Town of Castle Rock 2017 Loan Agreement

**CASTLE ROCK URBAN RENEWAL AUTHORITY
RESOLUTION NO. 2016-**

**A RESOLUTION APPROVING A LOAN AGREEMENT BETWEEN THE TOWN
OF CASTLE ROCK AND THE CASTLE ROCK URBAN RENEWAL
AUTHORITY**

WHEREAS, formation of the Castle Rock Urban Renewal Authority (CRURA) was approved by the Town of Castle Rock on June 4, 2013; and

WHEREAS, by State statute, the CRURA Board of Commissioners is required to develop, adopt, and complete an annual budget to administer the program; and

WHEREAS, the CRURA wishes to enter into a loan agreement with the Town of Castle Rock to provide startup funding to support the CRURA program until such time as Tax Increment Funding is generated and distributed to CRURA and the loan paid back in full to the Town of Castle Rock.

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS
OF THE CASTLE ROCK URBAN RENEWAL AUTHORITY AS FOLLOWS:**

Section 1. Approval. The Castle Rock Urban Renewal Authority hereby approves the Town of Castle Rock / Castle Rock Urban Renewal Authority Loan Agreement in the form attached as ***Exhibit 1***.

ATTEST:

**CASTLE ROCK URBAN RENEWAL
AUTHORITY**

Sally A. Misare, Secretary

Paul Donahue, Chair

Approved as to form:

Approved as to content

Robert J. Slentz, General Counsel

Bill Detweiler, Executive Director

**TOWN OF CASTLE ROCK/CASTLE ROCK URBAN
RENEWAL AUTHORITY
2017 LOAN AGREEMENT**

DATE: November 15, 2016.

PARTIES: **CASTLE ROCK URBAN RENEWAL AUTHORITY**, 100 Wilcox Street, Castle Rock, Colorado 80104 ("CRURA").

TOWN OF CASTLE ROCK, a Colorado home rule corporation, 100 Wilcox Street, Castle Rock, Colorado 80104 ("Town").

RECITALS:

WHEREAS, the CRURA desires to borrow \$24,000 from the Town in order to operate in 2017 ("2017 Loan") since the tax increment financing has not commenced within the Castle Rock Urban Renewal Area.

WHEREAS, the Town and CRURA are parties to an existing Loan Agreement dated October 29, 2013, December 2, 2014 and December 1, 2015 and the terms of such Loan Agreements do not affect the terms of the 2017 Loan between the Parties,

WHEREAS, the Town has designated funds for the CRURA, and accordingly the Town is willing to loan \$24,000 for new development upon the terms and conditions set forth in this Loan Agreement.

NOW, THEREFORE, in consideration of the foregoing and these mutual promises, the parties agree and covenant as follows:

Section 1. Loan. Town shall loan to the CRURA \$24,000 in 2017. Funding may be advanced by the Town to the Authority through December 31, 2017, to be used by the Authority for costs incurred by the Authority for its staffing and consultants in connection with review, processing, and conducting public hearings for any urban renewal project. Such amounts shall be paid directly to the Authority by the Town. Any amounts so advanced by the Town shall be a second priority obligation only to the debt issued by CRURA. Disbursement of the Loan proceeds is addressed in Section 6, below.

Section 2. Promissory Note. The Loan to the CRURA at Closing shall be evidenced by a Promissory Note ("Note") of the CRURA payable to the Town. The Note may not be assigned by the CRURA (Exhibit A).

Section 3. Interest. Interest on the outstanding principal balance of Note shall accrue at a variable per annum rate equivalent to the Town's inter-fund borrowing rate ("IBR"), the average earnings rate for investments as calculated by the Town's investment broker, in effect on each anniversary date of the Note plus one-half point (50 basis points), but in any event not to exceed 3.0 percent per annum. However, for the first year of the Loan the interest rate shall be

fixed at 1.5 percent, irrespective of the IBR. Thereafter, the interest rate shall be reset on each anniversary date of the Note and such reset rate shall be the rate applied to the outstanding principal to determine the interest due with the following annual installment payment. The Town's IBR is defined as the prior calendar year interest rate yield as calculated by the Town's year-end investment portfolio statement for existing Town funds (to illustrate the IBR methodology, the Town interest rate yield for 2015 was .6%).

Section 4. Note Payments The Note is payable in equal annual principal installments commencing after the fourth year the date of the Note. The annual principal installment shall be \$2,400. Each annual installment payment shall consist of the principal payment together with accrued interest then due and owing. The first annual installment of principal and interest shall be payable on December 31, 2019, with successive annual installments due each subsequent December 31, until December 31, 2029, at which time the remaining balance due under the Note shall be due and payable. The Note may be prepaid in whole at any time without penalty.

All payments of the Note by the CRURA (including prepayments) shall be made without setoff or counterclaim to the Town at the office of the Town, or such other location which may from time to time be designated in writing by the Town on the due date. If any payment under the Note becomes due and payable on a day other than a day on which banking institutions in the Town of Castle Rock, Colorado are authorized by law to be open for business (a "Business Day"), then payment shall be due and payable on the next succeeding Business Day.

Section 5. Conditions Precedent The obligation of the Town to make the Loan shall be subject to the fulfillment prior to or contemporaneously with the making of such Loan of the following conditions precedent: (a) the Loan Agreement and the Note (collectively, the "Loan Documents") shall have been approved and executed and delivered by the respective parties; and (b) all proceedings and all other documents and legal matters in connection with the transactions contemplated by this Loan Agreement and the other Loan Documents shall be satisfactory in form and substance to the Town and its counsel, the CRURA, and its Board of Commissioners.

Section 6. Closing and Disbursement Upon satisfaction the conditions under Section 5, above, the parties shall schedule a Loan closing ("Closing") at a mutually acceptable date and time at the Town offices. At Closing, the CRURA shall tender a fully executed Note and any other applicable Loan Documents. The loan disbursement of \$24,000 shall be disbursed to the Authority upon approval of this loan agreement by the Town Council.

Section 7. TABOR Compliance The parties do not intend that the Loan Documents create multiple fiscal year obligations of the CRURA under Article X, Section 20 of the Colorado Constitution. Accordingly, the obligation of the CRURA to make the annual installment payments under the Loan Documents shall be subject to annual appropriation by the CRURA.

Section 8. Required Insurance. During the term of this Loan Agreement, CRURA shall maintain in full force and effect liability and casualty insurance for any project until completion with the coverage limits and conditions as the Town maintains under its umbrella insurance policy.

Section 9. Events of Default Upon the occurrence of any of the following events:

- (a) the CRURA shall fail to pay the principal of or interest on the Note, or any other amount payable hereunder, when due, whether by acceleration or otherwise; or
- (b) the CRURA is in default of any other provision of the Loan Documents and such default is not cured within 30 days after written notice of such default from Town; provided, however, if such default is not reasonably capable of being cured, then the CRURA shall have such additional period of time as shall be reasonably required to cure such default, provided the CRURA promptly commences and diligently pursues such cure;
- (c) then the Loan with accrued interest thereon, shall immediately become due and payable in full, and all amounts owing under this Loan Agreement shall be due and payable in full.

Section 10. Amendments and Waivers No amendments to this Loan Agreement or any other Loan Document shall be effective without a written agreement signed by authorized officers of both the Town and the CRURA Board. No waiver of any provision of this Loan Agreement or any other Loan Document shall be effective without a written waiver signed by an authorized officer of the party making such waiver.

Section 11. Notices Except as otherwise provided herein, all notices, requests, and demands to or upon the respective parties hereto to be effective, shall be transmitted in writing by hand delivery, by first class certified or registered mail, or by overnight courier service, addressed to the Town or the CRURA, as the case may be, at the address for such party as set forth above or at such other address as may be subsequently submitted by written notice of either party. Notices shall be deemed to have been given when received by the party to whom directed.

Section 12. No Waiver; Remedies Cumulative No failure to exercise and no delay in exercising on the part of the Town any right, remedy, power or privilege under this Loan Agreement or the other Loan Documents, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege under this Loan Agreement or any other Loan Document preclude any other or further exercise thereof; nor shall any single or partial exercise of any right, remedy, power or privilege under this Loan Agreement or any other Loan Document preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. Each party shall be entitled to pursue any and all legal remedies and recover its reasonable attorney's fees and costs in such legal action.

Section 13. Survival All representations and warranties made under this Loan Agreement and the other Loan Documents and in any document, instrument, or certificate delivered pursuant thereto or in connection therewith shall survive the execution and delivery of the Note.

Section 14. No Partnership or Joint Venture This Agreement does not create any legal relationship between the parties other than that of debtor and creditor. Accordingly, the CRURA expressly agrees to indemnify and hold harmless Town or any of its officers or employees

from any and all claims, damages, liability, or court awards including attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including, but not limited to, any person, firm, partnership, or corporation, to the extent caused by the negligence or willful misconduct of CRURA or any of its employees or agents. In the event that any such suit or action is brought against Town, Town will give notice within ten (10) days thereof to CRURA.

Section 15. Miscellaneous Section or paragraph headings in this Loan Agreement are for convenience of reference only and do not affect the rights or obligations of any party hereto. In the event that any one or more of the provisions contained in this Loan Agreement or any other Loan Document shall, for any reason, be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions in this Loan Agreement or such other Loan Document. This Loan Agreement together with the exhibits hereto, and those portions of the Loan Documents incorporated by reference herein, embody the entire agreement and understanding between the parties hereto and supersede all other agreements and Understandings relating to the subject matter hereof.

ATTEST:

TOWN OF CASTLE ROCK

Sally A. Misare, Town Clerk

Paul Donahue, Mayor

Approved as to form:

Robert J. Slentz, Town Attorney

CASTLE ROCK URBAN RENEWAL AUTHORITY

By: _____

Its: _____

EXHIBIT A

PROMISSORY NOTE

\$24,000

Date: November 15, 2016

FOR VALUE RECEIVED, Castle Rock Urban Renewal Authority, ("Borrower") promises to pay to the order of Town of Castle Rock, a Colorado home rule municipal corporation, ("Lender"), the principal sum of Twenty Four Thousand Dollars (\$24,000), or so much thereof, as may be disbursed to Borrower by Lender pursuant to that certain Loan Agreement dated November 15, 2016.

INTEREST: Interest on the outstanding principal balance of Note shall accrue at a variable per annum rate equivalent to the Town's inter-fund borrowing rate ("IBR"), the average earnings rate for investments as calculated by the Town's investment broker, in effect on each anniversary date of the Note plus one-half point (50 basis points), but in any event not to exceed 3.0% per annum. However, for the first year of the Loan the interest rate shall be fixed at 1.5 percent, irrespective of the IBR. Thereafter the interest rate shall be reset on each anniversary date of the Note and such reset rate shall be the rate applied to the outstanding principal to determine the interest due with the following annual installment payment. The Town's IBR is defined as the prior calendar year interest rate yield as calculated by the Town's year-end investment portfolio statement for existing Town funds. (To illustrate the IBR methodology, the Town interest rate yield for 2015 was .6%.)

NOTE PAYMENTS: The Note is payable in 10 equal annual principal installments. Assuming the CRURA draws the full Loan amount of \$24,000 the annual principal installment shall be \$2,400. If the principal amount drawn under the Loan is less than \$24,000 the annual principal installment shall be 10% of the amount drawn under the Loan. Each annual installment payment shall consist of the principal payment together with accrued interest then due and owing. The first annual installment of principal and interest shall be payable on December 31, 2019, with successive annual installments due each subsequent December 31. The Note may be prepaid in whole at any time without penalty.

All payments of the Note by the CRURA (including prepayments) shall be made without setoff or counterclaim to the Town at the office of the Town, or such other location which may from time to time be designated in writing by the Town on the due date. If any payment under the Note becomes due and payable on a day other than a day on which banking institutions in the Town of Castle Rock, Colorado are authorized by law to be open for business (a "Business Day"), then payment shall be due and payable on the next succeeding Business Day.

DEFAULT: Upon the occurrence of any of the following events:

- a) the CRURA shall fail to pay the principal of or interest on the Note, or any other amount payable hereunder, when due, whether by acceleration or otherwise; or
- b) the CRURA is in default of any other provision of the Loan Documents and such default is not cured within 30 days after written notice of such default from Town;

provided, however, if such default is not reasonably capable of being cured then the CRURA shall have such additional period of time as shall be reasonably required to cure such default provided the CRURA promptly commences and diligently pursues such cure; then the Loan with accrued interest thereon, shall immediately become due and payable in full, and all amounts owing under this Loan Agreement shall be due and payable in full. However, in the event of such default, the Town's remedies are listed in the No Waiver; Remedies Cumulative section below.

No Waiver: Remedies Cumulative. No failure to exercise and no delay in exercising on the part of the Town any right, remedy, power or privilege under this Loan Agreement or the other Loan Documents, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege under this Loan Agreement or any other Loan Document preclude any other or further exercise thereof; nor shall any single or partial exercise of any right, remedy, power or privilege under this Loan Agreement or any other Loan Document preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. Each party shall be entitled to pursue any and all legal remedies and recover its reasonable attorney's fees and costs in such legal action.

ANNUAL APPROPRIATION: Notwithstanding any provision of this Note, Borrowers obligation to make any payment under this Note is subject to annual appropriation.

Borrower hereby waives demand, presentment, notice of dishonor, diligence in collecting, grace and notice of protest.

BORROWER:

CASTLE ROCK URBAN RENEWAL AUTHORITY, an Urban
Renewal Authority duly organized and existing under Part 8 of
Article 24, Title 31, C.R.S.

ATTEST:

TOWN OF CASTLE ROCK:

Sally A. Misare, Town Clerk

Paul Donahue, Mayor

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Robert J. Slentz, Town Attorney

Dave Corliss, Town Manager

Attachment C:
CRURA 2016 Annual Report



Castle Rock **Renewal**

2016 ANNUAL REPORT

October 2016



Plan Highlights ~

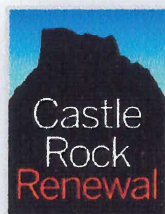
- Located at the NW intersection of Interstate 25 and Plum Creek Pkwy, bounded by Plum Creek Pkwy on the south, I-25 on the east, and the Castle Highlands Industrial Park on the north.
- Comprised of 3 privately owned legal parcels totaling approx. 65.9 acres within the Town boundary.
- To reduce, eliminate and prevent the spread of blight, the goal of the Plan is to remediate the abandoned municipal dump site and abandoned clay mines located on the site and stimulate growth and investment in the area.

Plan Update ~

- Active rezoning application and negotiation for use of URA TIF.

Citadel Station Castle Meadows Urban Renewal Plan

Partners in Community Development



Contact us:

100 N. Wilcox Street
Castle Rock, CO 80104
720-733-3519
www.castlerockrenewal.org

2016 FINANCIAL REPORT

2017 CRURA Budget

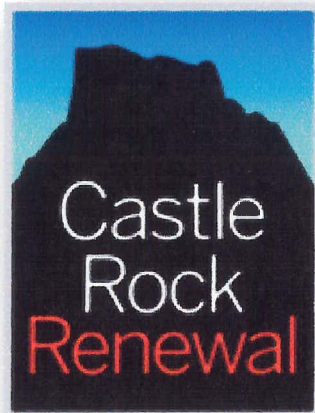
Line Item Description				
Revenues	<u>2015 Actual</u>	<u>2016 Budget</u>	<u>2016 Estimate</u>	<u>2017 Budget</u>
Property Tax Increment	\$ -	\$ -	\$ -	\$ -
Sales Tax Increment	-	-	-	-
Interest	-	-	-	-
Developer Fees	-	-	-	-
Misc. Revenue	-	-	-	-
Loan Proceeds from Town		14,181	10,000	24,000
Contributed Services	2,303	35,500	5,600	35,500
Proceeds from Debt Issuance	-	-	-	-
Total Revenue	2,303	49,681	15,600	59,500
Expenditures - Personnel				
Salaries/Benefits	2,303	35,500	5,600	35,500
Total Salaries/Benefits	2,303	35,500	5,600	35,500
Operating Expenditures				
Dues & Publications	-	250	-	250
Legal	-	3,000	3,000	3,000
Office Supplies	-	100	-	100
Postage	-	100	-	100
Bank Fees	199	500	65	500
Web Design and Maintenance	349	500	349	500
Professional Svcs	361	1,500	9,800	10,000
Travel	-	500	-	500
Training	-	1,000	102	1,000
Outreach	-	250		250
Audit	-	-	-	-
Total Operating Expenditures	909	7,700	13,316	16,200
Contingency (15%)	-	6,481	-	7,800
Total Expense	3,212	49,681	18,916	59,500
Revenue Over/(Under) Expenditures	(909)	-	(3,316)	-
Beginning Funds Available	17,851	16,942	16,942	13,626
Ending funds Available	\$ 16,942	\$ 16,942	\$ 13,626	\$ 13,626



CRURA

Commissioners

- ◇ Paul Donahue
- ◇ Jennifer Green
- ◇ Mark Heath
- ◇ Chip Wilson
- ◇ Renee Valentine
- ◇ George Teal
- ◇ Brett Ford



CRURA

Staff

- ◇ Bill Detweiler,
Executive Director
- ◇ Bob Slentz,
Legal Counsel
- ◇ Trish Muller,
Treasurer
- ◇ Sally Misare,
Clerk