

CITY OF WHEAT RIDGE, COLORADO
RESOLUTION NO. 04
Series of 2020

TITLE: A RESOLUTION APPROVING A LOAN AGREEMENT IN THE AMOUNT OF \$500,000 BETWEEN THE WHEAT RIDGE URBAN RENEWAL AUTHORITY dba RENEWAL WHEAT RIDGE AND THE CITY OF WHEAT RIDGE

WHEREAS, In June 2019, Outpost Investments, LLC (OK26, LLC) a Colorado limited liability company entered into a contract to purchase the 3.56-acre, 60,000 gross square foot Paramount Heights Shopping Center located at 10019 West 26th Avenue in Wheat Ridge, Colorado; and

WHEREAS, The Gold's Center will undergo major improvements to attract new tenants and improve the traffic for the existing businesses located in the center; and

WHEREAS, OK26, LLC will invest approximately \$10,495,195 of its own equity into the improvements; and

WHEREAS, OK26, LLC has identified a project gap of approximately \$1,583,547; and

WHEREAS, OK26, LLC is located within the boundaries of the I70/Kipling Corridors Urban Renewal Plan Area and is eligible for funds from the Plan Area; and

WHEREAS, On November 19, 2019 the Wheat Ridge Urban Renewal Authority, dba Renewal Wheat Ridge entered into a Reimbursement Agreement with OK26, LLC in the amount of \$1,583,547 for improvements to the Gold's Shopping Center; and

WHEREAS, Renewal Wheat Ridge recognizes the full funding of the loan may deplete funds within its I70/Kipling Corridor and General Fund accounts has asked the City of Wheat Ridge to assist in its gap funding of the Reimbursement Agreement in the amount of \$500,000 to be repaid over a five year period of \$100,000 each year.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Wheat Ridge, Colorado, as follows:

The City Council hereby adopts Resolution 04-2020 approving a loan from the City's General Fund to Renewal Wheat Ridge in the amount of \$500,000

DONE AND RESOLVED this 13th day of January 2020.



Bud Starker, Mayor

ATTEST:



Steve Kirkpatrick, City Clerk



WHEAT RIDGE URBAN RENEWAL AUTHORITY
RESOLUTION NO.02-2020

TITLE: A RESOLUTION APPROVING A \$500,000 LOAN AGREEMENT BETWEEN THE CITY OF WHEAT RIDGE AND THE WHEAT RIDGE URBAN RENEWAL AUTHORITY d/b/a RENEWAL WHEAT RIDGE RELATING TO THE PROPOSED REDEVELOPMENT PROJECT AT THE NORTHWEST CORNER OF 26TH AVENUE AND KIPLING STREET.

THEREFORE, BE IT RESOLVED by the Wheat Ridge Urban Renewal Authority as follows:

Section 1. The Loan Agreement between the City of Wheat Ridge and the Wheat Ridge Urban Renewal Authority d/b/a Renewal Wheat Ridge (the "Authority") to assist in the redevelopment of the shopping center at the northwest corner of 26th Avenue and Kipling Street (Gold's Center), attached hereto as **Exhibit A**, is hereby approved and the Chairperson, Vice Chairperson or Executive Director is authorized to execute the Loan Agreement on behalf of the Authority.

ADOPTED the 7th day January, 2020.

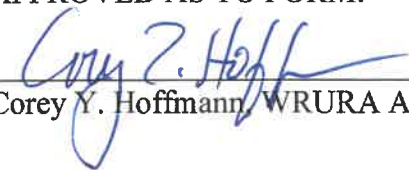
WHEAT RIDGE URBAN RENEWAL
AUTHORITY



Walt Pettit, Chairperson

ATTEST:


Steve Art, Executive Director

APPROVED AS TO FORM:


Corey Y. Hoffmann, WRURA Attorney



**LOAN AGREEMENT BETWEEN
CITY OF WHEAT RIDGE, COLORADO
AND
WHEAT RIDGE URBAN RENEWAL AUTHORITY dba RENEWAL WHEAT RIDGE**

THIS LOAN AGREEMENT (the "Loan Agreement") dated as of the 13 day of January, 2020, is entered into by and between the City of Wheat Ridge, Colorado (the "City"), a home rule City and municipal corporation of the State of Colorado, and the Wheat Ridge Urban Renewal Authority dba Renewal Wheat Ridge (the "Authority"), a body corporate duly organized and existing as an urban renewal authority under the laws of the State of Colorado.

WITNESSETH:

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 Charter of the City (the "Charter");

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 Colorado Urban Renewal Law, section 31-25-101, *et seq.*, Colorado Revised Statutes (the "Act");

WHEREAS, pursuant to section 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, the City Council adopted the I-70/Kipling Corridors Urban Renewal Plan, as amended (the "Urban Renewal Plan" or the "Plan");

WHEREAS, pursuant to a separate agreement between the Authority and OK26, LLC, a Colorado limited liability company ("Developer"), Developer is constructing certain public improvements within the Gold's Shopping Center (the "Project") upon the property more particularly described in Exhibit A, attached hereto and incorporated herein by this reference (the "Redevelopment Property");

WHEREAS, in order to facilitate the acquisition, construction and installation of the Project, the Authority has agreed to reimburse Developer for the cost of certain Eligible Improvements up to a maximum aggregate amount of One Million, Five Hundred Eighty-Three Thousand, Five Hundred and Forty-Seven Dollars (\$1,583,547.00).

WHEREAS, pursuant to the Colorado Urban Renewal Law , C.R.S. § 31-25-101, *et seq.*, and the Urban Renewal Plan, the Authority may finance undertakings pursuant to the Plan by any method authorized under the Act or any other applicable law, including, without limitation, issuance of notes, bonds and other obligations in an amount sufficient to finance all or part of the Plan; borrowing of funds and creation of indebtedness; advancement of reimbursement agreements;

agreements with public or private entities; and loans, advances and grants from any other available sources; and the Plan authorizes the Authority to pay the principal and interest on any such indebtedness from property and sales tax increments, or any other funds, revenues, assets or properties legally available to the Authority;

WHEREAS, the City desires to participate in the Project by entering into this Loan Agreement with the Authority, by which the City will assist the Authority by loaning the Authority the principal amount of Five Hundred Thousand Dollars (\$500,000.00), subject to the terms and conditions set forth herein below; and

WHEREAS, the Act and Section 18, Article XIV of the Colorado Constitution authorize the City and the Authority to enter into intergovernmental agreements, such as this Loan Agreement.

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

1. Loan by City to Authority. The City agrees to advance the amount of Five Hundred Thousand Dollars (\$500,000.00) (the "Loan") to the Authority to assist in the payment of the costs of public improvements to be made by Developer and reimbursed by the Authority in order to develop and complete the Project. The Loan Amount shall be advanced to the Authority by the City no later than when required by the Authority, 2020. The Loan shall be without interest and without any penalty for prepayment, and shall be repaid over a five (5) year term in accordance with the provisions of Section 2 of this Agreement. The City and the Authority agree that because of the benefits gained by the City from the projects in any urban renewal area designated in an adopted urban renewal plan, an interest free loan and the absence of a prepayment penalty are in the best interests of the City and the Authority's ability to efficiently work to remediate blight in the urban renewal area.

2. Repayment by the Authority. The Authority shall repay the Loan to the City pursuant to the following repayment schedule:

A. The first payment of One Hundred Thousand Dollars (\$100,000.00) shall be paid by the Authority to the City no later than March 31, 2021;

B. The second payment of One Hundred Thousand Dollars (\$100,000.00) shall be paid by the Authority to the City no later than March 31, 2022;

C. The third payment of One Hundred Thousand Dollars (\$100,000.00) shall be paid by the Authority to the City no later than March 31, 2023;

D. The fourth payment of One Hundred Thousand Dollars (\$100,000.00) shall be paid by the Authority to the City no later than March 31, 2024; and

E. The final payment of One Hundred Thousand Dollars (\$100,000.00) shall be paid by the Authority to the City no later than March 31, 2025.

3. Miscellaneous.

A. Governing Law. This Loan 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.

B. 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 Wheat Ridge, Colorado
7500 West 29th Avenue
Wheat Ridge, Colorado 80033

If to the Authority:

Wheat Ridge Urban Renewal Authority dba
Renewal Wheat Ridge
7500 West 29th Avenue
Wheat Ridge, Colorado 80033

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.

C. 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.

D. Severability. In the event that any provision of this Loan 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 Loan Agreement to be duly executed and delivered by their duly authorized officers as of the date first above written.

CITY OF WHEAT RIDGE, COLORADO




Bud Starker, Mayor

(SEAL)

Attest:



Stephen Kirkpatrick, City Clerk

APPROVED AS TO FORM


Gerald Dahl, City Attorney

WHEAT RIDGE URBAN RENEWAL
AUTHORITY



Walt Pettit, Chairperson

Attest:



Steve Art, Executive Director