



Craig Urban Renewal Authority Meeting

AGENDA

Wednesday, June 9th, 2021 @ 6PM

Craig City Hall Council Chambers + Zoom Option

Where: Craig City Hall – Council Chambers

Join Zoom Meeting:

<https://us02web.zoom.us/j/83254261021?pwd=amxkS1NjQUVBZEQ5RWk4eHF2SzdZUT09>

Meeting ID: 832 5426 1021

Password: 531624

Meeting Agenda:

I. Call to Order

II. Approval of the Minutes

A. April 27, 2021 CURA Board Meeting

III. Approval of the Agenda

IV. Briefing, Overview and Update by Staff

V. General Business

A. Review and Approval of CURA Incentives Policy, Application and Budget Worksheet.

B. Consideration and approval of Resolution CURA No. 7 (2021), recommending that the Craig City Council make certain legislative findings and approve the URA #1 & URA #2 Urban Renewal Plans.

C. Consideration and approval of Resolution CURA No. 8 (2021), approving the Intergovernmental Agreement (IGA) No. 1 and Intergovernmental Agreement (IGA) No. 2 between the Moffat County School District and the Craig Urban Renewal Authority for sharing of incremental tax revenue.

D. Consideration and approval of Resolution CURA No. 9 (2021), approving the Intergovernmental Agreement (IGA) No. 1 and Intergovernmental Agreement (IGA) No. 2 between Moffat County and the Craig Urban Renewal Authority for sharing of incremental tax revenue.

- E. Consideration and approval of Resolution CURA No. 10 (2021), approving the Intergovernmental Agreement (IGA) No. 1 and Intergovernmental Agreement (IGA) No. 2 between the Craig Rural Fire Protection District and the Craig Urban Renewal Authority for sharing of incremental tax revenue.
- F. Consideration and approval of Resolution CURA No. 11 (2021), approving the Intergovernmental Agreement (IGA) No. 1 and Intergovernmental Agreement (IGA) No. 2 between the Moffat County Affiliated Junior College District and the Craig Urban Renewal Authority for sharing of incremental tax revenue.
- G. Yampa Valley Adventure Center Project Presentation by Frank Moe

VI. Adjournment



Craig Urban Renewal Authority Meeting

MINUTES

April 27, 2021

Commissioner Jarrod Ogden brought to order at 5:01pm the Craig Urban Renewal Authority meeting on this 27th day of April 2021. In addition to Commissioner Ogden, those present were Commissioners Chris Nichols, Andrea Camp, Ryan Hess, Bruce Cummings, Tony Bohrer, JoBeth Tupa, Kirstie McPherson and Alan Webber. Staff present were City Manager Peter Brixius, Economic Development Manager Shannon Scott, Executive Assistant Melanie Kilpatrick, and City Attorney Heather Cannon. Joining via ZOOM was Consulting Attorney Carolynne White. Commissioners Paul James and Steven Mazzuca were absent.

Commissioner Cummings moved with a second by Commissioner Webber to approve the minutes from the February 23, 2021 meeting. Ayes: 9. Nays: 0. Motion carried.

Commissioner Camp moved with a second by Commissioner Hess to approve the minutes from the April 1, 2021 meeting. Ayes: 9. Nays: 0. Motion carried.

Commissioner Camp moved with a second by Commissioner Nichols to amend the agenda with the addition of general business item A1, the appointment of a Board Vice Chair. Ayes: 9. Nays: 0. Motion carried.

Briefing, overview, and meeting update presented by Carolynne White. Carolynne presented an update on the various taxing district negotiation statuses and the potential need for an executive session at the next CURA Board Meeting on May 12th.

Commissioner Ogden presented agenda item 5A, appointment of Mayor Ogden as Board Chair which is a 1-year term. Ayes: 9. Nays: 0. Motion carried.

Commissioner Ogden presented the added agenda item 5A Commissioner Hess moved with a second by Commissioner Bohrer to appoint Commissioner McPherson as Board Vice Chair. Ayes: 9. Nays: 0. Motion carried.

A motion to approve item 5B, Resolution CURA No. 2 (2021), regarding Bylaws of the Craig Urban Renewal Authority with the suggested formatting correction in Article 4, Section 9 was made by Commissioner Nichols with a second by Commissioner Camp. Ayes: 9. Nays: 0. Motion carried.

Economic Development Manager Shannon Scott presented agenda item 5C, the review and Discussion of CURA Incentives Policy, Application and Budget Worksheet. Review that Shannon will make the minor edits noted by the Board and bring back for approval at the May 12th meeting.

Being no further business, Commissioner Tupa moved with a second by Commissioner Bohrer to adjourn the meeting. Ayes: 9. Nays: 0. Motion carried.



CURA TAX INCREMENT FINANCING (TIF) AWARD POLICY

BACKGROUND

To encourage and support revitalization of blighted areas, the City of Craig has created two Urban Renewal Areas: Urban Renewal Area #1 and Area Urban Renewal #2, within Moffat County. (Please see the maps of both areas on page 5). The goal is to fund projects that either renovate existing buildings or support new construction or otherwise remediate and prevent blighted conditions through Tax Increment Financing (TIF) funds. TIF is used to help leverage public and private financing to complete projects within the designated areas, which otherwise could not be accomplished without the assistance of these funds. For more information, contact Shannon Scott in the Economic Development Department at 970-826-2020.

TIF funding is part of an overall strategy to stimulate private sector investment in the Urban Renewal Areas within the City of Craig and Moffat County.

ELIGIBILITY

1. Must fall within the Urban Renewal Area #1 or the Urban Renewal Area #2. (Please see the maps of both areas on page 5).
2. The *Project Criteria* listed below will be considered when making grants but precise compliance with all factors is not a prerequisite.
3. The request for funding must be composed of one or more of the eligible *TIF Award Types* listed on page 2.

PROJECT CRITERIA

Does the Project:

- Eliminate blighted conditions in the area?
- Increase employment opportunities?
- Encourage the development of affordable housing?
- Strengthen the focus area's identity?
- Support the goals of making the area a cultural, leisure and tourist destination?
- Encourage the renovation of existing, historical structures?
- Remediate environmental deficiencies or enhance public safety?

- Construct new local or regional infrastructure?
- Encourage and promote development along current and proposed rail corridors?
- Promote mixed-use development?
- Implement environmentally friendly features, such as green building materials, rainwater harvest, or low-energy heating and cooling?
- Enhance the current sales tax base and property tax base within Moffat County by stimulating the increases of assessed valuation and sales tax collections?
- Have the potential to encourage future development within the designated Areas?
- Remediate flood zones?

TIF AWARD TYPES

- ***Façade Improvement***- As part of the funding package, CURA funds could cover a portion, or all of the costs involved in façade improvements on existing buildings which are part of approved projects.
- ***Infrastructure Improvements*** – Construction of new infrastructure, such as roads and utilities within the plan areas will be the responsibility of the developing party, although partial funding may be contributed by the City.
- ***Historic Preservation***- As part of the funding package, TIF funds could cover a portion, or all of the costs involved in the preservation, sustainability and conservation of historic buildings.
- ***Sales Tax***- As part of the funding package, a rebate of sales or use taxes paid to the City of Craig on locally- purchased construction materials used on an approved project.
- ***Development Fee Reductions***- As part of the funding package, TIF funds could cover City of Craig development fees including:
 - Preliminary Plat, Final Plat, Amended Plat and Replat application fees
 - Abandonment of public right-of-way application fees
 - Application fees for release of easements
 - Dedication of a public right-of-way or easement
 - Special Use, Conditional Use or Zone Change application fees and/or Building Permit fees
 - Off-site sign demolition permit fees
 - Permit fees for demolition of any non-historic building or structure
 - Architectural fees
 - Engineering fees
 - Water tap fees
 - Annexation fees

Other Award Types – Other types of awards may be considered by the CURA Board so long as they fulfill the purposes of the Colorado Urban Renewal Law, the applicable Urban Renewal Plan, and a sufficient number of the Project Criteria listed above to demonstrate, to the CURA Board’s satisfaction, that the proposed award will accelerate the implementation of the applicable Urban Renewal Plan.

REQUIRED APPLICATION DOCUMENTS

- A completed application
- A brief narrative illustrating how the project meets the *Project Criteria* outlined on page 1
- Current assessed value of the subject property
- The estimated duration of time to complete the URA project
- A substantiation of the need for funding requested via a proposed project budget (Worksheet A)
 - Budget must demonstrate that, but for the infusion of TIF funds, the project would not be feasible
- The annual estimated property tax increment (and, if applicable, sales tax increment) to be generated by the URA project
- Current photos
- Renderings/Elevation drawings of the proposed work (What the project will look like when complete)
- A completed W-9
- Information demonstrating the financial and managerial capacity and experience of the developer to execute the project
- Information indicating financial commitments of debt or equity to support the project

AWARD PROCESS

A minimum of two actions by the CURA Board are required:

- Board review of Project
 - The applicant will present its project to the Board, along with staff's review and recommendation. The Board will make a determination of the project's suitability for TIF funding and direct staff to prepare and negotiate a draft TIF agreement.
- Board approval of TIF Agreement
 - Once the project has been authorized by the CURA Board, a TIF Agreement will be prepared outlining the Project requirements. At a minimum, TIF agreements will include:
 - Required Project Characteristics
 - Maximum TIF Funding Amount
 - Schedule of Performance
 - Penalties for Non-Performance

OTHER IMPORTANT INFORMATION

- Applicants should anticipate one or more meetings with staff prior to the application's presentation to the CURA Board. Staff will notify applicants of missing information, or additional information which is required for staff's analysis prior to presentation to the CURA Board.

- The applicant must provide the total cost of the project and estimated return analysis via an overall scope and project budget (Worksheet A). The request for award funding should be composed of one or more of the eligible *TIF Award Types* and substantiated with a cost estimate, estimated budget, or other means of documentation. Additionally, the budget must demonstrate why, without the requested TIF funding, the project cannot be executed.
- The maximum request for TIF funding will be considered; however, the request may be denied for TIF funding, approved for partial funding, or approved for the full amount of TIF funding requested, based upon how well the proposed project meets the *Project Criteria* outlined on page 1, and the CURA Board’s analysis of the amount required to implement the project.
- All TIF Agreements must be signed and executed within 60 days of CURA Board approval or they must be re-approved by the CURA Board.
- In 2021, The City of Craig conducted the Tax Forecast and County Impact Reports which identified 3 areas of focus that the URA Area’s should support:

URA AREA #1

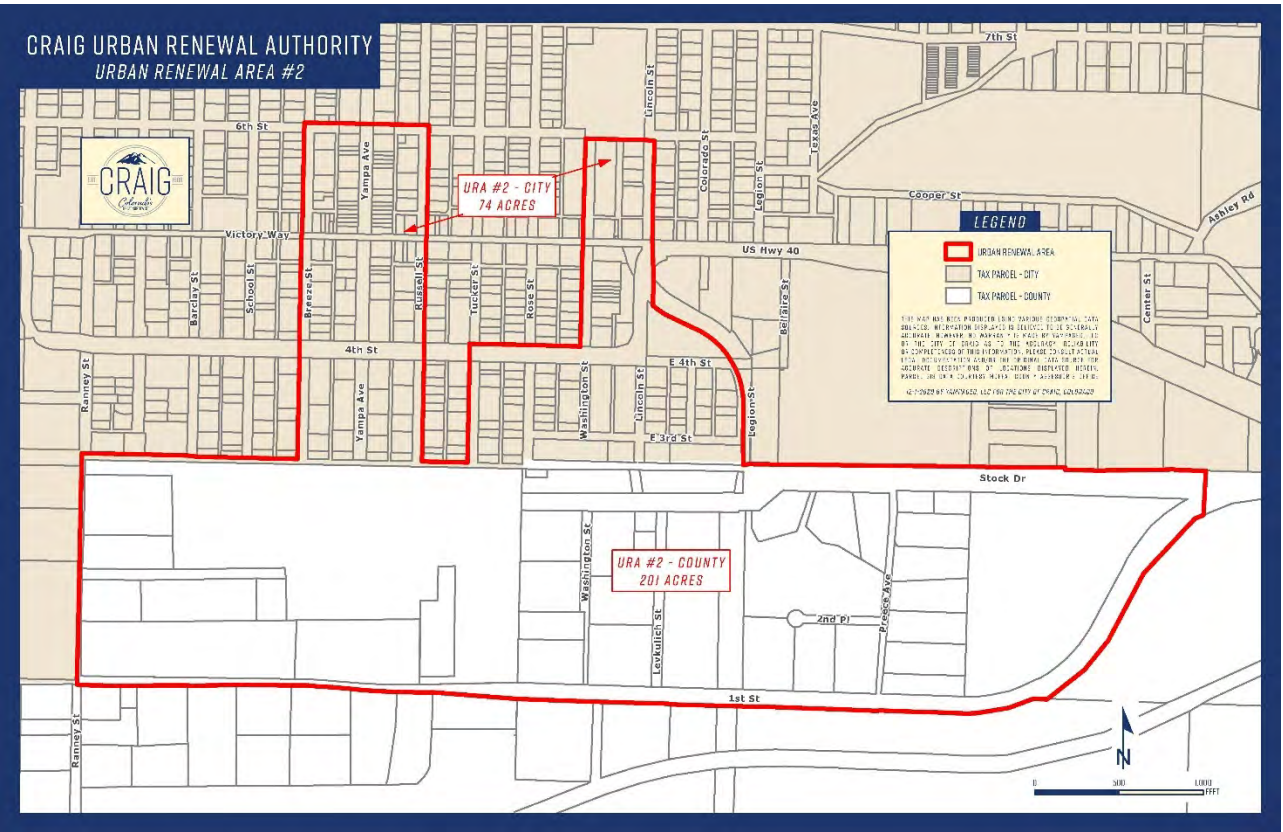
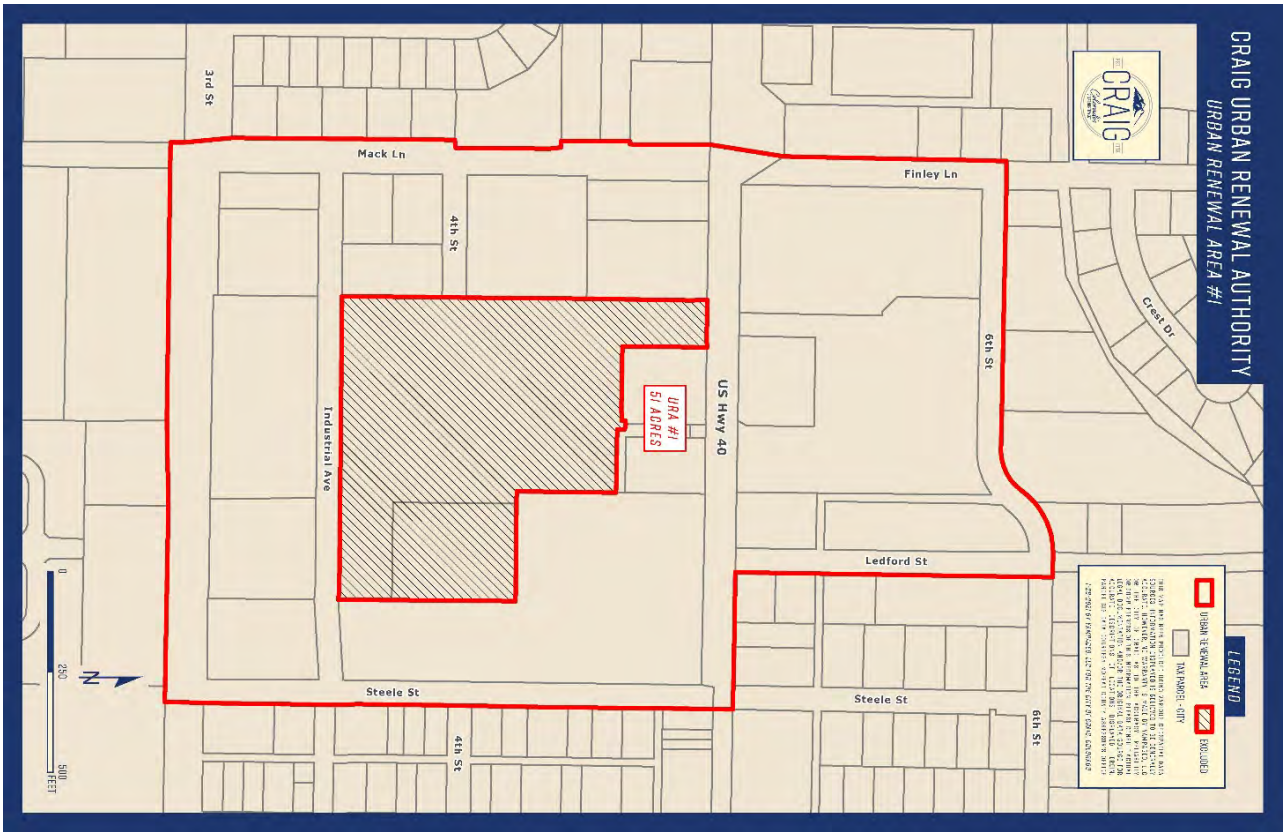
- Category A- COMMERCIAL
- Category B- RETAIL
- Category C – COMMERCIAL OFFICE

URA AREA #2

- Category A – MANUFACTURING
- Category B – INDUSTRIAL
- Category C - MIXED COMMERCIAL/RESIDENTIAL

ZONING REQUIREMENTS

Unless specifically exempted, all projects seeking CURA funding must meet current building standards, codes and permitting requirements as well as be current on all taxing obligations. All CURA awards are subject to TIF funding availability and final approval by the CURA Board.





CURA APPLICATION & CHECKLIST

Fill in all blanks below and check applicable boxes for each item. All fields must be completed; “see attached” is not an appropriate response. Incomplete applications will not be processed.

SECTION 1: PROPERTY INFORMATION

Business Name: _____ Date: _____

Business Owner (if different from above): _____

Business Address: _____ Mailing Address: _____

Business Phone: _____ Secondary Phone: _____

Email: _____ Fax: _____

Property Owner: _____

Remit Incentive Payment(s) to: Property Owner Business Owner

NOTE: A W-9 for the applicable party checked above is a requirement on this application. Applications will not be accepted without this information

SECTION 2: PROJECT CRITERIA FOR EVALUATION OF APPLICATION:

These criteria are also outlined on page 1 of the CURA TIF Award Policy and are to be utilized in the preparation of required documents as outlined in Section 4 of this application. Applicant is responsible for demonstrating which criteria are applicable to the proposed project and why. Evaluation will be performed as outlined in the CURA TIF Award Policy.

Does the proposed project:

- Eliminate blighted conditions in the area?
- Increase employment opportunities?
- Encourage the development of affordable housing?
- Strengthen the focus area's identity?
- Support the goals of making the area a cultural, leisure, and tourist destination?
- Encourage the renovation of existing, historical structures?
- Remediate environmental deficiencies or enhance public safety?
- Construct new local or regional infrastructure?
- Encourage and promote development along current and proposed rail corridors?
- Promote mixed-use development?
- Implement environmentally friendly features, such as green building materials, rainwater harvest, or low-energy heating and cooling?
- Enhance the current sales tax base and property tax base within Moffat County by stimulating the increase of assessed valuation and sales tax collections?
- Have the potential to encourage future development within the designated Areas?
- Remediate flood zones?

SECTION 3: TIF AWARD TYPES

Below are the various types of incentives to which the requested funding may be applied. Carefully review the URA Incentives Policy, specifically page 2 and familiarize yourself with each type of incentive category. Please indicate which item(s) you propose for funding requested in Item 4B (under Award Amounts on page 3) and included in more detail in Worksheet A) to be utilized for.

- Façade Improvements
- Infrastructure Improvements
- Historical Preservation
- Sales Tax Rebate
- Development Fee Reimbursements

SECTION 4: CHECKLIST OF REQUIRED APPLICATION DOCUMENTS

- A completed application
- A brief narrative illustrating how the project meets the project criteria outlined in Page 1 of the URA Incentives Policy
- Current assessed value of the subject property
- The estimated duration of time to complete the URA project
- A substantiation of the need for funding requested via a proposed budget (Worksheet A)

- ___ The annual estimated property tax increment (and, if applicable, sales tax increment) to be generated by the URA project
- ___ Current photos
- ___ Renderings/Elevation drawings of the proposed work (What the project will look like when complete)
- ___ A completed W-9 Information demonstrating the financial and managerial capacity and experience of the developer to execute the project
- ___ Information indicating financial commitments of debt or equity to support the project
- ___ The number of FTE's retained
- ___ The number of FTE's created

SECTION 5: AWARD AMOUNTS

The funding level, as described on page 3 of the CURA Award Policy, outlines the various procedures for each proposal and determines the procedure for consideration and action.

- 4A. The total estimated project cost is _____, as detailed in Worksheet A.
- 4B. The amount of funding requested is _____, as detailed in Worksheet A, attached.

SECTION 6: STATEMENT OF UNDERSTANDING

1. I agree to comply with the guidelines and procedures of the CURA TIF Award Program, and acknowledge that I have reviewed and understand the current CURA TIF Award Policy
2. I understand that neglecting to provide all information required in and by this application will invalidate my application.
3. I understand that I must submit cost documentation—including evidence of estimated costs as part of the budget and including paid invoices and/or receipts from contractors after the work is complete—in order to comply with the requirements of this program. I further understand that CURA may contact contractors or subcontractors to ensure they have been paid.
4. I acknowledge the deadlines outlined on pages 3 and 4 of the CURA TIF Award Policy and realize that my funding proposal may be denied, partially approved, and is subject to funding availability.
5. I acknowledge that all documents as outlined in this application are minimum requirements and that in complete applications will be rejected and returned immediately.

Signature of Property Owner _____ Date: _____

SECTION 7: REPRESENTATIVE

I hereby designate _____ as my representative on this project and prefer that any communication regarding this project be addressed to them directly. They may be reached at

After you have completed all of the items outlined in Section 4 of this application, please call Shannon Scott in the Economic Development Department at 970- 826-2020 to schedule a meeting to review all documents.

FOR OFFICE USE ONLY:

COMPLETE? Y N

SIGNATURE OF ECONOMIC DEVELOPMENT MANAGER

DATE

CRAIG URBAN RENEWAL AUTHORITY

RESOLUTION No. 7 (2021)

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CRAIG URBAN RENEWAL AUTHORITY RECOMMENDING THAT THE CRAIG CITY COUNCIL MAKE CERTAIN LEGISLATIVE FINDINGS AND APPROVE THE URA #1 & URA #2 URBAN RENEWAL PLANS

WHEREAS, the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31 (the “Act”) provides for urban renewal of blighted areas;

WHEREAS, the Craig Urban Renewal Authority (the “Authority”) has undertaken to eliminate and prevent blight and to prevent injury to the public health, safety, morals, and welfare of the residents of the City of Craig, Colorado (the “City”);

WHEREAS, the Urban Renewal Plan (the “URA #1 Urban Renewal Plan”), which includes a legal description of the URA #1 Urban Renewal Area (“URA #1 Plan Area”) and a second Urban Renewal Plan (the “URA #2 Urban Renewal Plan” and together with the URA #1 Urban Renewal Plan, collectively, the “Plans”) for the area legally described in the URA #2 Urban Renewal Plan (the “URA #2 Plan Area” and together with the URA #1 Plan Area, collectively, the “Areas”), has been submitted for review by the Craig City Council, a copy of which is attached hereto as **Exhibit A** and **Exhibit B** and incorporated herein;

WHEREAS, the Conditions Study for the Craig, Colorado Study Areas (the “Conditions Study”) has been submitted for review by the Craig City Council, a copy of which is attached hereto as **Exhibit C** and incorporated herein;

WHEREAS, the Tax Forecasts and County Impact Reports (the “Impact Reports”) has been timely submitted to the Moffat County Board of County Commissioners pursuant to C.R.S. § 31-25-107(3.5);

WHEREAS, the Authority intends to put forth the Plans for review by the City Planning and Zoning Commission in order to confirm conformity with the City’s Strategic Plans (the “Master Plan”), which is the general plan for the development of the City as a whole;

WHEREAS, notice of the public hearing on the Plans has been published in a newspaper of general circulation as required by C.R.S. § 31-25-107(3) at least thirty days prior to the public hearing;

WHEREAS, the Plans are a matter of public record in the custody of the City Clerk and has been available for public inspection during business hours of the City; and

WHEREAS, the Authority has reviewed the Plan, the Conditions Study, the Impact Report, and staff recommendations, and so having considered the legislative record and given appropriate weight to the evidence hereby submits the Plans to the Craig City Council as further set forth in this

Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF THE CRAIG URBAN RENEWAL AUTHORITY AS FOLLOWS:

Section 1. The foregoing Recitals are incorporated herein by this reference.

Section 2. The boundaries of the Areas have been drawn as narrowly as is feasible to accomplish the planning and development objectives of the Plans.

Section 3. The Plans meet the requirements of the Act and furthers the public purposes of facilitating redevelopment of the Areas, eliminating blight, and preventing injury to the public health, safety, morals, and welfare of the residents of the City.

Section 4. The Areas contains property which meets the definition of agricultural land as set forth in C.R.S. § 31-25-103(1). Accordingly, the Authority has obtained the consent for inclusion of all of the taxing entities who impose a mill levy upon property within the Areas, with a pending request to the Colorado River Water Conservation District.

Section 5. The Plans contains a legal description of the Areas.

Section 6. It is not expected or intended that the Plans will displace or need to relocate any individuals or families in connection with its implementation, but to the extent that any such relocation may be required, a feasible method exists for the relocation of individuals and families in decent, safe, and sanitary dwelling accommodations within their means and without undue hardship to such individuals and families.

Section 7. It is not expected or intended that the Plans will displace or need to relocate any business concerns in connection with its implementation, but to the extent that any such relocation may be required, a feasible method exists for the relocation of such business concerns in the Areas or in other areas that are not generally less desirable with respect to public utilities and public and commercial facilities.

Section 8. Prior to the public hearing before the Craig City Council, the Craig City Council shall undertake reasonable efforts to provide written notice of the public hearing on the Plans as prescribed by C.R.S. § 31-25-107(3).

Section 9. The Craig City Council's hearing on the Plans will be the first hearing on the Plans; therefore no more than one hundred twenty days will have passed since the commencement of the first public hearing on the Plans.

Section 10. Section 31-25-107(4)(e), C.R.S., does not apply because upon consideration by the Craig City Council, the Craig City Council will not have failed to previously approve these Plans.

Section 12. The Plans will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the rehabilitation or redevelopment of the Areas described in the Plans by private enterprise.

Section 13. The Plans will adequately finance, or agreements will be in place to finance, prior to the approval of the Craig City Council, any additional County infrastructure and services required to serve development within the Area for the period in which all or a portion of the property taxes described in C.R.S. § 31-25-107(9)(a)(II), and levied by the County are paid to the Authority.

Section 14. To the extent that the Areas described in the Plans may constitute open land which is to be redeveloped for residential uses within the meaning of C.R.S. § 31-25-107(5) of the Act, the Authority believes that a shortage of housing of sound standards and design which is decent, safe and sanitary exists in the municipality; the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas; conditions of blight and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime and constitute a menace to the public health, safety, morals or welfare; and the acquisition of the Areas for residential uses is an integral part of and essential to the program of the City.

Section 15. To the extent that the Areas described in the Plans may constitute open land which is to be redeveloped for nonresidential uses within the meaning of C.R.S. § 31-25-107(6), the Authority believes that the nonresidential uses under the Plans are necessary and appropriate to facilitate the proper growth and development of the community in accordance with sound planning standards and local community objectives.

Section 16. The Authority recommends that the Craig City Council approve the Plans and authorize the Authority to take any and all actions pursuant to the Act to execute the Plans.

INTRODUCED, READ and ADOPTED this 9th day of July, 2021.

CRAIG URBAN RENEWAL AUTHORITY

By: _____
Title: _____

ATTEST:

By: _____

EXHIBIT A

URA #1 Urban Renewal Plan

Craig URA #1
Urban Renewal Plan for
Craig, Colorado

Prepared for:

City of Craig
300 W 4th Street
Craig, CO 81625

Prepared by:

DGC Consulting

DGC Consulting
4241 S. Logan St.
Englewood, CO 80113

DRAFT
May 2021

Background information and other data have been furnished to DGC Consulting (DGC) by the City of Craig, Colorado, Moffat County, Colorado, and/or third parties, which DGC has used in preparing this report. DGC has relied on this information as provided, and is neither responsible for nor has confirmed the accuracy of this information.

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1.0 Introduction

1.1 Preface

This Craig URA #1 Urban Renewal Plan (the “Plan” or the “Urban Renewal Plan”) has been prepared for the City of Craig, Colorado, a home rule municipal corporation of the State of Colorado (the “City”). The Plan will be carried out by the Craig Urban Renewal Authority (the “Authority”), pursuant to the provisions of the Urban Renewal Law of the State of Colorado, Part 1 of Article 25 of Title 31, Colorado Revised Statutes, 1973, as amended to date (the “Act”). The administration and implementation of this Plan, including the preparation and execution of any documents implementing it, shall be performed by the Authority.

1.2 Blight Findings

Under the Act, an urban renewal area is a blighted area, which has been designated as appropriate for an urban renewal project by the City Council of the City. In each urban renewal area, conditions of blight, as defined by the Act, must be present, and in order for the Authority to exercise its powers, the City Council must find that the presence of those conditions of blight substantially impair or arrest the sound growth of the municipality or constitutes an economic or social liability, and is a menace to the public health, safety, morals or welfare.

The Craig Conditions Study prepared by DGC Consulting, dated January 2021, provided to the Authority under separate cover and incorporated herein by this reference (the “Conditions Study”), demonstrates that the Craig Study Area (“Study Area”), as defined in the Conditions Study, is eligible to be declared a blighted area by the City Council under the Act.

1.3 Other Findings

The Area (defined in Section 1.4) is appropriate for an urban renewal project to be carried out by the Authority. The activities and undertakings that constitute the urban renewal project as defined in the Act include, without limitation, demolition and clearance of existing improvements, site preparation, installation of needed public improvements, relocation of and provision of new utilities, parking improvements, traffic improvements, and life safety measures. Such actions are necessary to eliminate unsafe conditions, obsolete and other uses detrimental to the public welfare, and otherwise remove and prevent the spread of blight.

As required by §31-25-107(4)(g) of the Act, this Urban Renewal Plan will afford maximum opportunity, consistent with the sound needs of the City, for the redevelopment of the Urban Renewal Area by private enterprise.

It is the intent of the City Council in adopting this Plan that the Authority exercises all powers authorized in the Act which may be necessary, convenient or appropriate to accomplish the objectives of this Plan, except that the use of the power of eminent domain is not authorized. It is the intent of this Plan that the Authority may exercise all such powers as may now be possessed or hereafter granted for the elimination of qualifying conditions in the Area.

The powers conferred by the Act are for public uses and purposes for which public money may be expended and police powers exercised. This Plan is in the public interest and necessity -- such finding being a matter of legislative determination by the City Council.

1.4 Urban Renewal Area Boundaries

The Craig URA Area #1 (the “Urban Renewal Area” or the “Area”) is comprised of approximately 52 acres in the west of downtown Craig, Colorado. The Area includes approximately six superblocks that were created from smaller city blocks and street rights-of-way to form development parcels for the existing shopping center and commercial area. The north side of the Area is bounded by 6th Street, the east by Ledford Street/Steel Street, the south side by 3rd Street, and the west by Mack Lane/Finley Lane. The central parcel on which a vacant K-Mart building is located is excluded from the Area.

The Area is depicted and shown on [Appendix A: Craig Urban Renewal Area #1 Legal Description and Map](#).

2.0 Definitions

Act – has the meaning given to such term in Section 1.1 above.

Area or Urban Renewal Area – has the meaning given to such term in Section 1.4 above.

Authority – has the meaning given to such term in Section 1.1 above.

Available Property Tax Increment Revenues – means all Property Tax Increment Revenues available pursuant to the Tax Increment Financing provisions of the Act not payable to taxing bodies pursuant to agreements, if any, with the Authority or otherwise as provided in §31-25-107(9.5) of the Act. In the event that an agreement is reached with a taxing body pursuant to § 31-25-107(9.5) of the Act after the Effective Date of Plan Approval, the Property Tax Increment Revenues generated by said taxing body’s mill levy shall become Available Property Tax Increment Revenues, and the addition of such revenue shall not be a substantial modification to this Plan. Upon approval of this Plan the Available Property Tax Increment Revenues are irrevocably pledged to payment of Bonds for the Duration of the Urban Renewal Project as provided in Section 7.0 below.

Base Valuation Revenues – means the revenues produced by the base valuation for taxable property and municipal sales and use taxes as provided in Section 7.0 of this Plan.

Bonds – shall have the same meaning as in §§31-25-103(3) and 109 of the Act, and, without limitation, specifically includes all revenues pledged to the Authority, including Available Property Tax Increment Revenues, and further pledged to pay Project costs pursuant to Redevelopment/Development Agreements or other reimbursement agreements between the Authority and owners and developers.

City – has the meaning given to such term in Section 1.1 above.

City Council – means the City Council of the City.

Conditions Study (or Study or Survey) – has the meaning given to such term in Section 1.2 above.

Cooperation Agreement – means any agreement between the Authority and City, or between the Authority and any public body (the term “public body” being used in this Plan is as defined by the Act) respecting action to be taken pursuant to any of the powers set forth in the Act or in any other provision of Colorado law, for the purpose of facilitating public undertakings deemed necessary or appropriate by the Authority under this Plan.

County Treasurer – means the El Paso County Treasurer.

C.R.S. – means the Colorado Revised Statutes, as amended from time to time.

District (or Districts) – means a metropolitan district which is a quasi-municipal corporation and political subdivision of the State of Colorado organized under the Colorado Special District Act, 32-1-101, et seq., C.R.S., as from time to time amended, or a business improvement district which is a quasi-municipal corporation and political subdivision of the State of Colorado organized under the Colorado Business Improvement District Act, 31-25-1201, et seq., C.R.S., as from time to time amended, or any successor District or Districts thereto as may be approved by the City.

Duration – means the entire twenty-five (25) year time period authorized by §31-25-107(9) of the Act.

Economic Development Strategy – means the Moffat County Comprehensive Economic Development Strategy (CEDS) September 2016 to September 2021 and the Moffat County Vision 2025 Transition Plan, “A Road Map to the Future of Moffat County”.

Effective Date of Plan Approval – means the date this Plan is approved by resolution of the City Council.

Impact Report – means the Craig URA #1 Tax Forecast and County Impact Report, prepared by DGC Consulting, dated January 2021.

Increment Valuation Revenues – means the revenues produced by the increment valuation of taxable property and municipal sales and use taxes as described in Section 7.0 of this Urban Renewal Plan.

Master Plan or Comprehensive Plan – means the Moffat County/City of Craig Master Plan and related maps (2003.)

Parks Master Plan – means the Craig Parks, Recreation, Open Space and Trails Master Plan (Draft), November 6, 2018.

Plan or Urban Renewal Plan – has the meaning given to such term in Section 1.1 above.

Pledged Revenues – means any and all revenues available to the Authority, including, without limitation, Available Property Tax Increment Revenues, Sales Tax Increment Revenues and Use Tax Increment

Revenues, any revenues available to the Authority from Districts, or any other source that are pledged by this Plan or otherwise to the payment of Bonds of the Authority.

Project or Urban Renewal Project – means all activities and undertakings described in §31-25-103(10), C.R.S., and otherwise authorized by the Act as required for the Duration of the Project to complete development and redevelopment of the Urban Renewal Area, including, without limitation financing and construction of all public and private improvements and payment of all financing obligations included in the definition of Bonds.

Property Taxes – means, without limitation, all levies to be made on an ad valorem basis by or for the benefit of any public body upon taxable real and personal property in the Area.

Property Tax Increment Revenues – means the property tax revenues allocated to the Authority pursuant to §31-25-107(9) of the Act and Section 7.0 of this Plan.

Redevelopment / Development Agreement – means one or more agreements between the Authority and developer(s) and / or property owners or such other individuals or entities as may be determined by the Authority to be necessary or desirable to carry out the purposes of this Plan.

Sales Tax Increment Revenues – means City sales tax revenues allocated to the Authority pursuant to §31-25-107(9) of the Act and Section 7.0 of this Plan.

Study Area – has the meaning given to such term in Section 1.2 above.

Tax Increment Financing or TIF – means tax allocation financing described in §31-25- 107(9) of the Act as in effect on the date this Plan is approved by the City Council. Tax Increment Financing shall be required for the full Duration to carry out all activities and undertakings to complete the Urban Renewal Project, including, without limitation, payment of all Bonds.

Use Tax Increment Revenues – means City use tax revenues allocated to the Authority pursuant to §31-25-107(9) of the Act and Section 7.0 of this Plan.

3.0 Purpose of the Plan

The main public purpose of this Plan is to reduce, eliminate and prevent the spread of blight within the Area through redevelopment by private enterprise. The Plan sets goals to achieve this through implementing established objectives for the Area and assisting with the eligible costs of redevelopment, promoting economic growth and private investment through the tools available within the context of urban renewal tools, laws, and guidelines, including, without limitation, Tax Increment Financing.

Establishment of the Urban Renewal Area will take advantage of improving conditions and the upcoming development cycle by focusing urban renewal efforts in a small Area for the Duration in accordance with the mandates of the Act.

The Authority commissioned a Conditions Study by DGC Consulting to determine if the Urban Renewal Area contained the factors that constitute a Blighted Area as defined in §31-25-103 of the Act. The Conditions Study was issued and approved in 2021. It concluded that eight of the statutory factors are present in the Area, which supports a finding and declaration by the City Council that the Area is a Blighted Area as defined in the Act.

4.0 Blight Conditions

Before an urban renewal plan can be approved and adopted by the City Council, the area must be found and declared to be a “blighted area” as defined in Section 31-25-103(2) of the Act. The Act provides that, in order for blight to be present within the area, at least four specific blight factors must be present in the area, and that such area, in its present condition and use substantially impairs or arrests the sound growth of the municipality, retards the provision of housing accommodations, or constitutes an economic or social liability, and is a menace to the public health, safety, morals, or welfare.

- a. Slum, deteriorated, or deteriorating structures;
- b. Predominance of defective or inadequate street layout;
- c. Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
- d. Unsanitary or unsafe conditions;
- e. Deterioration of site or other improvements;
- f. Unusual topography or inadequate public improvements or utilities;
- g. Defective or unusual conditions of title rendering the title nonmarketable;
- h. The existence of conditions that endanger life or property by fire or other causes;
- i. Buildings that are unsafe or unhealthy for persons to live or work in because of building code violations, dilapidation, deterioration, defective design, physical construction, or faulty or inadequate facilities;
- j. Environmental contamination of buildings or property;
- k.5 The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements.

DGC conducted the Conditions Study which included the following steps:

1. Defined the Study Area;

2. Conducted a visual field survey for the property and evaluate current conditions;
3. Reviewed data provided by the City;
4. Evaluated conditions found in the context of statutory blight criteria; and
5. Documented the survey findings, as presented in the Conditions Study.

The Study Area was 326 acres, including public alley and street rights of way. Of this area, a 52 acre subset of the area, which corresponds roughly to the area delineated as “Subarea B” in the Study Area, was determined to be suitable for inclusion within the Urban Renewal Area.

Of the eleven qualifying factors identified in the Act, the Conditions Study revealed the following nine qualifying conditions of blight, as defined in Section 31-25-103(2) of the Act, evident within the Study Area.

- a. Slum, deteriorated, or deteriorating structures
- b. Defective or inadequate street layout (observed in the Study Area but not in the Urban Renewal Area)
- c. Faulty lot layout in relation to size, adequacy, accessibility, or usefulness
- d. Unsanitary or unsafe conditions
- e. Deterioration of site or other improvements
- f. Unusual topography or inadequate public improvements or utilities
- g. The existence of conditions that endanger life or property by fire or other causes
- h. Buildings which are unsafe or unhealthy for persons to live or work in because of building code violations, dilapidation, deterioration, defective design, physical construction, or faulty or inadequate facilities
- k.5 The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements

5.0 Plan's Relationship to Local Objectives and Appropriate Land Uses

5.1 Plan Conformity

Implementation of this Plan supports the objectives and requirements of the 2003 Moffat County/Craig Master Plan with respect to infill development of vacant land, economic activities that support tourism and attract businesses, improving the visual appearance of commercial/industrial corridors and the downtown district, supporting capital improvements that enhance the capacity of the existing road network, and supporting capital improvements for drainage collection and detention facilities.

As development occurs in the Area, it should conform to the Master Plan and any subsequent updates; the Craig/Moffat County/ Regional Building Code and any rules, regulations, and policies promulgated pursuant thereto; any site-specific planning documents that might impact properties in the Area including, but not limited to, City-approved site, drainage, and public improvement plans; and, any applicable City design standards, all as in effect and as may be amended from time to time. Finally, existing conditions present within the Area will be remedied by the proposed Plan and funded in part by tax increment revenues and improvements phased as the market allows.

5.2 Consistency with Comprehensive Plan

As explained above, a comprehensive or master plan for the City and County known as the Moffat County/Craig Master Plan was adopted in 2003. It built upon previous planning efforts, primarily the Moffat County Master Plan completed in 1982 and revised in 1992, and the Moffat County Land Use Plan; Chapter One adopted in 2001.

The Authority, with the cooperation of the City, private businesses, and other public bodies, will undertake projects and activities described herein in order to eliminate the identified conditions of blight while also implementing the goals and objectives of the Master Plan and all other City-adopted plans which impact properties within the Area. These include key goals and policies of that plan which this Urban Renewal Plan will advance. These are found in Appendix B: Excerpts from 2003 Moffat County/Craig Master Plan.

5.3 Relationship to Other Community Plans

Implementation of this Plan will be consistent with the development goals and objectives in other community plans and guides which pertain to development in the Area. The Craig Parks, Recreation, Open Space and Trails Master Plan (2018 Draft) lays out a detailed program of parks, trail, and recreational facilities that can be constructed over time in the community. The Moffat County Comprehensive Economic Development Strategy (CEDS) September 2016 to September 2021 and the Moffat County Vision 2025 Transition Plan September of 2020 analyzed the community from an economic perspective and suggested economic priorities and activities or projects that might help to diversify the community.

6.0 Authorized Urban Renewal Undertakings and Activities

The Act allows for a wide range of activities to be used in the implementation of an urban renewal plan. The Authority is authorized to provide both financial assistance and improvements in partnership with property owners and other affected parties in order to accomplish the objectives stated herein. Public-private partnerships and other forms of cooperative development, including Cooperation Agreements, will be essential to the Authority's strategy for preventing the spread of blight and eliminating existing blighting conditions. Without limitation, undertakings and activities of the Authority in the furtherance of this Plan are described as follows.

6.1 Undertakings and Activities to Remedy Blight

As described in Section 4.0 of this Plan, nine qualifying conditions of blight were identified in the Study Area of which this Urban Renewal Area is a part. Eight of the qualifying blight conditions were identified in Subarea B of the Study Area, which as noted, corresponds roughly to the boundaries of the Urban Renewal Area. Implementation of this Plan by providing urban renewal resources for public and private improvements will remedy many of the following conditions:

- a. Slum, deteriorated, or deteriorating structures

There are existing dilapidated buildings located throughout all subareas of the Study Area. Based on an examination of building exteriors, these buildings had deteriorated exterior walls, windows and doors, architectural features, and finishes. Exterior loading docks, walls, fences and ancillary structures were also deteriorated. Much of this was due to the age of buildings, poor exterior condition, and in many cases, vacancy and lack of exterior maintenance. Taken as a whole, slum, deteriorated, and deteriorating structures were observed throughout the Study Area.

Urban renewal resources can be used to repair, remodel, or demolish portions of existing buildings, and that new public and private improvements will be constructed to remedy this condition within the Urban Renewal Area.

- c. Faulty lot layout in relation to size, adequacy, accessibility, or usefulness

Subarea B has large, irregular lots, including a 42-acre lot owned by Union Pacific Railroad. The railroad property includes a private drive that is used as a primary access by neighboring property owners. These observations are evidence of faulty lot layout.

The Urban Renewal Area is comprised of large, irregular superblocks that were appropriate for earlier development. Urban renewal resources may be used to reconfigure them for future development.

- d. Unsanitary or unsafe conditions

Multiple examples indicating unsanitary or unsafe conditions were observed within all subareas of the Study Area. These include evidence of poor lighting; cracked or uneven surfaces for pedestrians; poor

drainage; occasional grading issues; presence of trash and debris throughout; occasional evidence of vagrants and graffiti; unprotected electrical; unsafe level changes; and unfenced storage of vehicles, equipment, and materials. Together, these constitute unsanitary and unsafe conditions.

Urban renewal resources to encourage private redevelopment in the Urban Renewal Area will help to eliminate evidence of blight including abandoned vehicles, equipment, graffiti, and vandalism.

e. Deterioration of site or other improvements

There is widespread deterioration of site improvements within all subareas of the Study Area. Site pavements are deteriorated or lacking entirely, there is a lack of curb and gutter, insufficient outdoor lighting, and deteriorated/lacking fencing. Many of the properties within the Study Area exhibit a lack of site maintenance. There are occasional examples of deteriorated/substandard site utilities, deteriorated/lack of surface drainage facilities, deteriorated signage, and lack of curb stops. These observations are evidence of deteriorated site improvements.

Urban renewal resources focused on private development and site improvements (especially sidewalks, parking areas, and surface drainage) will help to eliminate these blight factors in the Urban Renewal Area.

f. Unusual topography or inadequate public improvements or utilities

Parcels within the Study Area are served by public and private utilities located in adjacent street rights of way and alleys. Water and sewer are provided by the City of Craig and are reported to be adequate. Natural gas is provided by ATMOS Energy, a private utility and electric power is provided by Yampa Valley Electric Association (YVEA). These services are reported to be adequate. Telecommunications are provided by private companies and are reported to be adequate.

Visible public improvements such as sidewalks, curb and gutter, and landscaping are absent in portions (or the entirety) of each subarea. Subarea B (West Shopping Area) lacks sidewalks, paved bus stops, and in one instance even a usable shoulder, along West Victory Way/US 40.

Urban renewal resources focused on improvements in the public right-of-way will help to eliminate these blight factors in the Urban Renewal Area.

h. The existence of conditions that endanger life or property by fire or other causes

The field survey identified some Study Area parcels (including Subarea B) with debris and trash next to buildings that could cause fire; other hazardous materials or situations; dead trees and shrubs near buildings and high traffic areas; deteriorated external stairs/fire escapes; and unsafe level changes. Taken together, these observations are evidence of conditions that endanger life or property by fire or other causes.

These unsafe conditions can be remedied in the Urban Renewal Area using urban renewal resources.

- i. Buildings which are unsafe or unhealthy for persons to live or work in because of building code violations, dilapidation, deterioration, defective design, physical construction, or faulty or inadequate facilities

The field survey identified many buildings that were in poor repair, including Subarea B. The photographs highlight buildings in each subarea with obvious code and safety violations such as exposed electrical, broken windows, and unprotected vertical drops. These buildings were also in poor repair or dilapidated and otherwise inadequate for current occupancy. Taken together, these observations are evidence of buildings which are unsafe or unhealthy for persons to live or work in because of building code violations, dilapidation, deterioration, defective design, physical construction, or faulty or inadequate facilities.

Urban renewal resources focused on private improvements including renovation and demolition of all or portions of buildings and site improvements will help to eliminate these blight factors in the Urban Renewal Area.

- k.5. The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements

During the field survey, many vacant buildings, parcels and parking lots were observed throughout the Study Area. In Subarea B of the Conditions Survey (West Shopping Area) there are several large vacant stores: a former Safeway and a large inline retail space adjacent to the Safeway. Taken together, these conditions are evidence of substantial physical underutilization or vacancy of sites, buildings, or other improvements within the Urban Renewal Area.

Urban renewal resources that help to stimulate private development and which are used to construct public improvements in the Urban Renewal Area will help to eliminate these blight factors.

6.2 Project Development Plan

The primary goal of this Plan is to eliminate the current conditions of blight in the Area and prevent those conditions from reoccurring. The contemplated redevelopment of the Area includes a multi-tenant outdoor adventure center, big box retail center, freestanding commercial buildings clustered around the former K-Mart (which is not part of the Urban Renewal Area), and related parking facilities. However, the Authority is authorized to approve any uses for the Area that eliminate blight and are consistent with the Comprehensive Plan and applicable zoning, including, without limitation, mixed use development, including residential, commercial, industrial, and public uses.

6.3 Complete Public Improvements and Facilities

The Authority may undertake certain actions to make the Area more attractive for private investment. The Authority may, or may cause others, including, without limitation, one or more Districts to install,

construct, and reconstruct any public improvements, including, without limitation, parking facilities. The Authority may, or may cause others to, demolish and clear buildings and existing improvements for the purpose of promoting the objectives of the Plan and the Act. Additionally, the Authority may, or may cause others to, install, construct and reconstruct any other authorized improvements, including, without limitation, other authorized undertakings or improvements for the purpose of promoting the objectives of this Plan and the Act.

6.4 Plan Modification

The Authority may propose, and City Council may make, modifications to this Plan as may be necessary; provided, however, any modification of the Plan shall (a) comply with the provisions of the Act, including §31-25-107(7); (b) not impair Pledged Revenues or the ability of the Authority to pay any outstanding Bonds, including any reimbursement obligations of the Authority; or (c) not impair the ability of the Authority or any party to any then-existing agreement to fully perform their respective covenants and duties under any such agreement. The Authority may, in specific cases, allow non-substantive variations from the provisions of this Plan if it determines that a literal enforcement or application of the provision would constitute an unreasonable limitation beyond the intent and purpose stated herein.

6.5 Provide Relocation Assistance

While it is not anticipated as of the date of this Plan that acquisition of real property will result in the relocation of any individuals, families, or business concerns; if such relocation becomes necessary, the Authority will adopt a relocation plan as necessary to comply with applicable provisions of the Act.

6.6 Demolish, Clear and Prepare Improvements

The Authority is authorized to demolish or cooperate with others to clear buildings, structures and other improvements within the Area in an effort to advance projects deemed consistent with the vision stated herein. Such demolition or site clearance is necessary to eliminate unhealthy, unsanitary, and unsafe conditions; eliminate obsolete uses deemed detrimental to the public welfare; remove and prevent the spread of blight; and facilitate redevelopment of the Area by private enterprise.

6.7 Acquire and Dispose of Property

It is not expected that the Authority will be required to acquire property to carry out the Project. However, if the Authority determines such acquisition is necessary, it is authorized to acquire any such property by negotiation or any other method, except that the Authority is not authorized to acquire property by eminent domain. Properties acquired by the Authority by negotiation may be temporarily operated, managed and maintained by the Authority if requested to do so by the acquiring entity and deemed in the best interest of the Urban Renewal Project and the Plan. Such property shall be under the management and control of the Authority and may be rented or leased pending its disposition for redevelopment.

The Authority may sell, lease, or otherwise transfer real property or any interest in real property subject to covenants, conditions and restrictions, including architectural and design controls, time restrictions on development, and building requirements in accordance with the Act and this Plan.

6.8 Enter into Redevelopment / Development Agreements

The Authority may enter into Redevelopment / Development Agreements or other contracts with developer(s) or property owners or such other individuals or entities determined to be necessary to carry out the purposes of this Plan, including the further pledge by the Authority of Pledged Revenues to pay eligible costs pursuant to the Act or any other applicable law. Further, such Redevelopment/Development Agreements, or other contracts, may contain terms, provisions, activities, and undertakings contemplated by this Plan and the Act. Any existing agreements between the City and private parties that are consistent with this Plan are intended to remain in full force and effect, unless all parties to such agreements agree otherwise.

6.9 Enter Into Cooperation Agreements

The Authority is authorized to enter into such Cooperation Agreements as may be required by the Act, including tax sharing agreements. The Authority may also use the mediation and other provisions of the Act when necessary to provide adequate financing to carry out this Plan. This paragraph shall not be construed to require any particular form of cooperation.

6.10 Other Project Undertakings and Activities

Other Project undertakings and activities deemed necessary by the Authority to carry out the Plan may be undertaken and performed by the Authority or pursuant to agreements with other parties or public bodies in accordance with the authorization of the Act and any applicable law or laws.

7.0 Project Financing

The Authority is authorized to finance the Project by any method authorized by the Act or any other applicable law, including without limitation, appropriations, loans or advances from the City; federal loans and grants; state loans and grants; interest income; pay as you go arrangements; annual appropriation agreements; agreements with public and private parties or entities including, without limitation, Districts; issuance of Bonds; sale of securities; Tax Increment Financing (including property, sales and use tax increments); loans, advances and grants from any other available source.

Any financing method legally available to the City, the Authority, any private developer, redeveloper or owner may be used to finance in whole or in part any lawful cost or financial obligation, including without limitation, the cost of public improvements described, authorized or anticipated in the Act or Plan or in any manner related or incidental to the redevelopment of the Area. Such methods may be combined to finance all or any part of the Project. Any financing method authorized by the Plan or by any applicable law, including without limitation, the Act, may be used to pay the principal of and interest on and to establish reserves for Bonds and all forms of indebtedness (whether funded, refunded, assumed or otherwise) incurred by the Authority or the City to finance the Project in whole or in part.

The Authority is authorized to issue Bonds, including notes or any other financing instruments or documents in amounts sufficient to finance all or part of the Project. The Authority is authorized to borrow funds and to create indebtedness in carrying out this Plan. The principal, interest and any premiums due on or in connection with such indebtedness may be paid from Tax Increment Financing revenue or any other funds available to the Authority, including, without limitation, Pledged Revenues.

The Project may be financed by the Authority under the Tax Increment Financing provisions of the Act. Property taxes levied after the effective date of the approval of this Plan upon taxable property in the Area each year by or for the benefit of each specific public body that levies Property Taxes in the Urban Area on taxable property in the Urban Renewal Area or all or a portion of municipal sales and use taxes collected within the Area, or both such taxes, shall be divided for a period not to exceed twenty-five (25) years after the effective date of this allocation provision, as follows:

7.1 Base Valuation Revenues

That portion of the taxes which are produced by the levy at the rate fixed each year by or for each such specific public body upon the valuation for assessment of taxable property in the Area last certified prior to the effective date of approval of the Plan or, as to an area later added to the Area, the effective date of the modification of the Plan, and, subject to the City Council approval, that portion of municipal sales taxes, not including any sales taxes for remote sales as specified in §39-26-104(2), C.R.S., and use taxes collected within the boundaries of the Area in the twelve-month period ending on the last day of the month prior to the effective date of the approval of the Plan, or, both such portions, must be paid into the funds of each such public body as are all other taxes collected by or for said public body.

7.2 Increment Valuation Revenues

That portion of said property taxes or, subject to City Council approval, all or any portion of said sales taxes and use taxes, or both, in excess of the base amount of property taxes, sales taxes or use taxes paid into the funds of each such public body as provided above must be allocated to and, when collected, paid into a special fund of the authority to pay the principal of, the interest on, and any premiums due in connection with the Bonds of, loans or advances to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, the Authority for financing or refinancing, in whole or in part, the Urban Renewal Project, or to make payments under an agreement executed pursuant to §31-25-107(11) of the Act.

Unless and until the total valuation for assessment of the taxable property in the Urban Renewal Area exceeds the base valuation for assessment of the taxable property in the Urban Renewal Area, as provided above, all of the taxes levied upon the taxable property in the Urban Renewal Area must be paid into the funds of the respective public bodies. Unless and until the respective municipal sales and use tax collections in the Urban Renewal Area exceed the respective base year municipal sales and use tax collections in such urban renewal area, as provided above, all such sales and use tax collections must be paid into the funds of the municipality.

When such bonds, loans, advances, and indebtedness, if any, including interest thereon and any premiums due in connection therewith, have been paid, all taxes upon the taxable property or the total municipal sales and use tax collections, or both, in the Urban Renewal Area must be paid into the funds of the respective public bodies, and all moneys remaining in the special fund that have not previously been rebated and that originated as property tax increment generated based on the mill levy of a taxing body, other than the municipality, within the boundaries of the Urban Renewal Area must be repaid to each taxing body based on the pro rata share of the prior year's property tax increment attributable to each taxing body's current mill levy in which property taxes were divided pursuant to provision. Any moneys remaining in the special fund not generated by property tax increment are excluded from any such repayment requirement. Notwithstanding any other provision of law, revenues excluded by §31-25-107(9)(a)(II) of the Act are not intended to be included in Available Property Tax Increment Revenues.

The Increment Valuation Revenues are irrevocably pledged by the Authority for the payment of the principal of, the interest on, and any premiums due in connection with such Bonds, including any loans, advances and other indebtedness incurred by the Authority to finance the Urban Renewal Project, but excluding any offsets collected by the County Treasurer for return of overpayments or any reserve funds reserved by the Authority for such purposes in accordance with §31-25-107(9)(a)(III) and (b) of the Act, and also excluding a reasonable amount each year as determined by the Authority for payment of maintenance and operating expenses associated with administering the Plan, carrying out the Urban Renewal Project, and maintaining the existence of the Authority.

The Available Property Tax Increment Revenues (as described and defined in this Plan) are immediately subject to the lien provided by the provisions of §11-57-208, C.R.S., effective as of the date this Plan is approved by the City Council of the City. Such pledge is necessary and required for the benefit of the Authority and private enterprise to carry the Urban Renewal Project in accordance with the requirements of §31-25-107(4)(g) of the Act. Such Available Property Tax Increment Revenues are and shall be subject to the lien of such pledge for the Duration of the Project without any physical delivery, filing, or further act. The creation, perfection, enforcement and priority of the pledge of the Available Property Tax Increment Revenues as provided herein shall be governed by §11-57-208, C.R.S. The lien of such pledge on the Available Property Tax Increment Revenues shall have priority over any and all other obligations and liabilities of the Authority with respect to the Available Property Tax Increment Revenues.

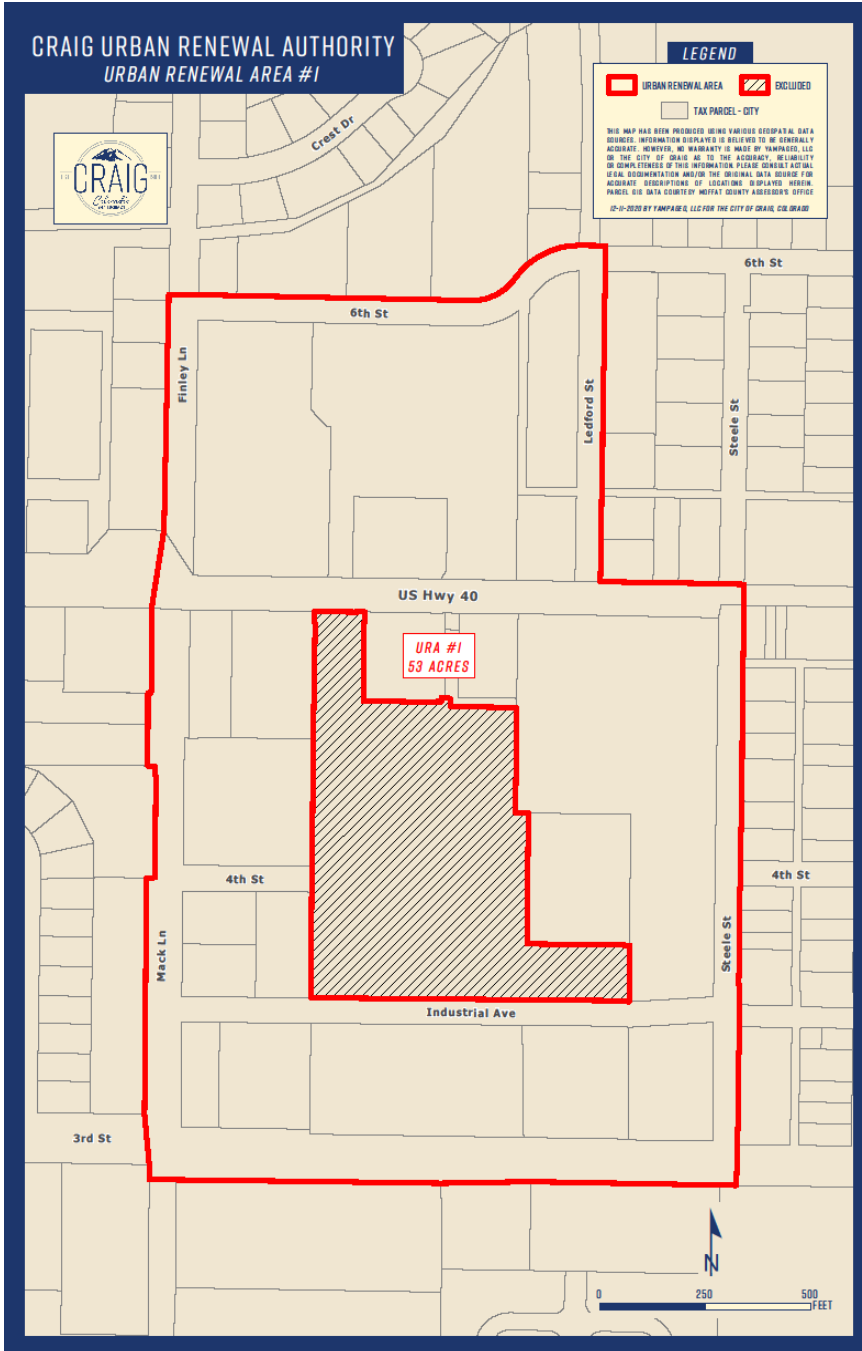
8.0 Severability

If any portion of this Plan is held to be invalid or unenforceable, such invalidity will not affect the remaining portions of the Plan.

Appendix

Appendix A: Craig Urban Renewal Area #1 Legal Description and Map

(See Table 5 in Tax Forecast and County Impact Report for URA #1 Urban Renewal Area for Parcel ID and Parcel Numbers).



Appendix B: Excerpts from 2003 Moffat County/City of Craig Master Plan

Following are directions, concepts, policies and actions from the 2003 Moffat County/City of Craig Master Plan. Excerpts are taken verbatim, but formatted for emphasis. Policies summarized here are relevant to the proposed Craig URA #1 Urban Renewal Plan.

Chapter Two Plan Direction (Excerpts for URA #1)

Overview

The Plan Direction provides the planning framework for future growth and development in unincorporated Moffat County, the City of Craig, and the Town of Dinosaur. The Plan Direction - its guiding concepts, directions (goals), policies and actions- are the direct result of the public values and preferences expressed during the process of developing the Plan, further refined by detailed planning analysis and mapping.

Plan Direction Maps

The Moffat County Plan Direction map depicts six Plan Areas: Public Land Area, Rural Character Area, Craig Community Area, Urban Development Area, Three Mile Plan Area, and the Dinosaur Community Area.

Further detail within the Craig area is provided on the Craig Plan Direction map, which focuses on future land use within the Craig Community Area, the Urban Development Area, and a portion of the Three Mile Plan Area.

Directions, Policies and Actions

Directions are the overarching goals and objectives for the Moffat County/City of Craig Master Plan

Each direction is supported by one or more policy statements. Policy statements reflect the guiding concepts for each Plan Area. As appropriate, actions to accomplish certain policy initiatives are identified after a policy statement, and include a timeframe for completion.

Guiding Concepts

- Land use policy in Craig should promote stable neighborhoods and commercial districts, and accommodate new growth or redevelopment activities.
- Land use policy adjacent to Craig should provide guidance as to the limits of urban development, and not restrict private property rights.
- Land use policy should address annexation when desired by both a property owner and the City of Craig.

Plan Area Directions, Policies and Actions

The following are the directions, policies and actions for the six Plan Areas of the Plan Direction, along with general directions, policies and actions. Each set of directions, policies and actions are introduced by a brief description of the Plan Area.

General Directions, Policies and Actions

General directions, policies and actions are those not categorized into a Plan Area.

Direction: To coordinate the harmonious development of Moffat County and Craig through land use planning.

Policy 1: Moffat County and the City of Craig monitor the progress of implementing the Moffat County/City of Craig Master Plan.

Direction: To appropriately zone land for compatible agricultural, residential, commercial, and industrial uses.

Direction: To support zoning, subdivision and building code updates that address land use issues.

Policy 3: The City of Craig shall encourage the orderly development and use of land through appropriate land use administration and enforcement.

The Craig Community Area is defined by the incorporated boundary of the City of Craig, consisting of stable neighborhoods and commercial districts, as well as areas where new growth or redevelopment activities can be accommodated. The Craig Community Area is shown on the Craig Plan Direction Map.

Direction: To encourage infill development of vacant residential, commercial and industrial zoned land.

Policy 56: The City of Craig shall promote the development of existing vacant land zoned for residential, commercial, and industrial use within its incorporated limits before pursuing the annexation of unincorporated vacant land, to the degree practical.

Direction: To encourage the availability of a mix of housing types for all income groups.

Policy 57: The City of Craig shall provide a variety of housing opportunities for families and individuals of all income levels and lifestyles in locations which are compatible with surrounding land uses.

Direction: To support economic development activities that promotes tourism and attracts businesses.

Policy 58: The City of Craig shall enhance and stimulate the economic vitality of business in Craig.

Direction: To improve the visual appearance of City entrances, commercial/industrial corridors, and the downtown district with projects that will enhance civic identity and community pride.

Policy 59: The City of Craig shall define and initiate achievable physical improvement and streetscape projects compatible with existing and planned land uses that guide visitors to local businesses, shopping and public facilities.

Direction: To support capital improvements to enhance the capacity of the existing road network.

Direction: To support capital improvements for improving local and regional transit.

Policy 60: The City of Craig shall plan and design a transportation system that serves existing and future land uses in the community.

Policy 61: The City of Craig shall define and initiate achievable transportation improvements compatible with existing and future land uses.

Direction: To support capital improvements for water treatment and water distribution systems.

Policy 62: The City of Craig shall plan and design a water treatment and water distribution system that serves existing and future land uses in the community.

Policy 63: The City of Craig shall define and initiate achievable improvements for the Craig water treatment and water distribution systems.

Direction: To support capital improvements for sanitary sewer collection and wastewater treatment systems.

Policy 64: The City of Craig shall plan and design a sanitary sewer collection and wastewater treatment system that serves existing and future land uses in the community.

Policy 65: The City of Craig shall define and initiate achievable improvements for the Craig sanitary sewer collection and wastewater treatment systems.

Direction: To support capital improvements for drainage collection and detention facilities

Policy 66: The City of Craig shall plan and design a drainage collection system that serves existing and future land uses in the community

Policy 67: The City of Craig shall define and initiate achievable improvements for drainage collection and detention facilities.

Policy 68: The City of Craig shall promote a variety of recreational programs and activities for its residents

EXHIBIT B

URA #2 Urban Renewal Plan

Craig URA #2
Urban Renewal Plan for
Craig, Colorado

Prepared for:

City of Craig
300 W 4th Street
Craig, CO 81625

Prepared by:

DGC Consulting

DGC Consulting
4241 S. Logan St.
Englewood, CO 80113

DRAFT
May 2021

Background information and other data have been furnished to DGC Consulting (DGC) by the City of Craig, Colorado, Moffat County, Colorado, and/or third parties, which DGC has used in preparing this report. DGC has relied on this information as provided, and is neither responsible for nor has confirmed the accuracy of this information.

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1.0 Introduction

1.1 Preface

This Craig URA #2 Urban Renewal Plan (the “Plan” or the “Urban Renewal Plan”) has been prepared for the City of Craig, Colorado, a home rule municipal corporation of the State of Colorado (the “City”). The Plan will be carried out by the Craig Urban Renewal Authority (the “Authority”), pursuant to the provisions of the Urban Renewal Law of the State of Colorado, Part 1 of Article 25 of Title 31, Colorado Revised Statutes, 1973, as amended to date (the “Act”). The administration and implementation of this Plan, including the preparation and execution of any documents implementing it, shall be performed by the Authority.

1.2 Blight Findings

Under the Act, an urban renewal area is a blighted area, which has been designated as appropriate for an urban renewal project by the City Council of the City. In each urban renewal area, conditions of blight, as defined by the Act, must be present, and in order for the Authority to exercise its powers, the City Council must find that the presence of those conditions of blight substantially impair or arrest the sound growth of the municipality or constitutes an economic or social liability, and is a menace to the public health, safety, morals or welfare.

The Craig Conditions Study prepared by DGC Consulting, dated January 2021, provided to the Authority under separate cover and incorporated herein by this reference (the “Conditions Study”), demonstrates that the Craig Study Area (“Study Area”), as defined in the Conditions Study, is eligible to be declared a blighted area by the City Council under the Act.

1.3 Other Findings

The Area (defined in Section 1.4) is appropriate for an urban renewal project to be carried out by the Authority. The activities and undertakings that constitute the urban renewal project as defined in the Act include, without limitation, demolition and clearance of existing improvements, site preparation, installation of needed public improvements, relocation of and provision of new utilities, parking improvements, traffic improvements, and life safety measures. Such actions are necessary to eliminate unsafe conditions, obsolete and other uses detrimental to the public welfare, and otherwise remove and prevent the spread of blight.

As required by §31-25-107(4)(g) of the Act, this Urban Renewal Plan will afford maximum opportunity, consistent with the sound needs of the City, for the redevelopment of the Urban Renewal Area by private enterprise.

It is the intent of the City Council in adopting this Plan that the Authority exercises all powers authorized in the Act which may be necessary, convenient or appropriate to accomplish the objectives of this Plan, except that the use of the power of eminent domain is not authorized. It is the intent of this Plan that the Authority may exercise all such powers as may now be possessed or hereafter granted for the elimination of qualifying conditions in the Area.

The powers conferred by the Act are for public uses and purposes for which public money may be expended and police powers exercised. This Plan is in the public interest and necessity -- such finding being a matter of legislative determination by the City Council.

1.4 Urban Renewal Area Boundaries

The Craig URA Area #2 (the “Urban Renewal Area” or the “Area”) is comprised of approximately 275 acres in downtown Craig, Colorado. This includes 74 acres within City boundaries and 201 acres adjacent that remain in the County. The Area includes approximately 14 city blocks (including private parcels, streets and alleys) and several larger, less-defined superblocks to the south near the railroad. The north side of the Area is bounded by 4th Street/6th Street/Stock Drive; the east by Legion Street/First Street; the south side by 1st Street; and the west by Ramsey Street/Breeze Street.

The Area is depicted and shown on [Appendix A: Craig Urban Renewal Area #2 Legal Description and Map](#).

2.0 Definitions

Act – has the meaning given to such term in Section 1.1 above.

Area or Urban Renewal Area – has the meaning given to such term in Section 1.4 above.

Authority – has the meaning given to such term in Section 1.1 above.

Available Property Tax Increment Revenues – means all Property Tax Increment Revenues available pursuant to the Tax Increment Financing provisions of the Act not payable to taxing bodies pursuant to agreements, if any, with the Authority or otherwise as provided in §31-25-107(9.5) of the Act. In the event that an agreement is reached with a taxing body pursuant to § 31-25-107(9.5) of the Act after the Effective Date of Plan Approval, the Property Tax Increment Revenues generated by said taxing body’s mill levy shall become Available Property Tax Increment Revenues, and the addition of such revenue shall not be a substantial modification to this Plan. Upon approval of this Plan the Available Property Tax Increment Revenues are irrevocably pledged to payment of Bonds for the Duration of the Urban Renewal Project as provided in Section 7.0 below.

Base Valuation Revenues – means the revenues produced by the base valuation for taxable property and municipal sales and use taxes as provided in Section 7.0 of this Plan.

Bonds – shall have the same meaning as in §§31-25-103(3) and 109 of the Act, and, without limitation, specifically includes all revenues pledged to the Authority, including Available Property Tax Increment Revenues, and further pledged to pay Project costs pursuant to Redevelopment/Development Agreements or other reimbursement agreements between the Authority and owners and developers.

City – has the meaning given to such term in Section 1.1 above.

City Council – means the City Council of the City.

Conditions Study (or Study or Survey) – has the meaning given to such term in Section 1.2 above.

Cooperation Agreement – means any agreement between the Authority and City, or between the Authority and any public body (the term “public body” being used in this Plan is as defined by the Act) respecting action to be taken pursuant to any of the powers set forth in the Act or in any other provision of Colorado law, for the purpose of facilitating public undertakings deemed necessary or appropriate by the Authority under this Plan.

County Treasurer – means the El Paso County Treasurer.

C.R.S. – means the Colorado Revised Statutes, as amended from time to time.

District (or Districts) – means a metropolitan district which is a quasi-municipal corporation and political subdivision of the State of Colorado organized under the Colorado Special District Act, 32-1-101, et seq., C.R.S., as from time to time amended, or a business improvement district which is a quasi-municipal corporation and political subdivision of the State of Colorado organized under the Colorado Business Improvement District Act, 31-25-1201, et seq., C.R.S., as from time to time amended, or any successor District or Districts thereto as may be approved by the City.

Duration – means the entire twenty-five (25) year time period authorized by §31-25-107(9) of the Act.

Economic Development Strategy – means the Moffat County Comprehensive Economic Development Strategy (CEDS) September 2016 to September 2021 and the Moffat County Vision 2025 Transition Plan, “A Road Map to the Future of Moffat County”.

Effective Date of Plan Approval – means the date this Plan is approved by resolution of the City Council.

Impact Report – means the Craig URA #2 Tax Forecast and County Impact Report, prepared by DGC Consulting, dated January 2021.

Increment Valuation Revenues – means the revenues produced by the increment valuation of taxable property and municipal sales and use taxes as described in Section 7.0 of this Urban Renewal Plan.

Master Plan or Comprehensive Plan – means the Moffat County/City of Craig Master Plan and related maps (2003.)

Parks Master Plan – means the Craig Parks, Recreation, Open Space and Trails Master Plan (Draft), November 6, 2018.

Plan or Urban Renewal Plan – has the meaning given to such term in Section 1.1 above.

Pledged Revenues – means any and all revenues available to the Authority, including, without limitation, Available Property Tax Increment Revenues, Sales Tax Increment Revenues and Use Tax Increment

Revenues, any revenues available to the Authority from Districts, or any other source that are pledged by this Plan or otherwise to the payment of Bonds of the Authority.

Project or Urban Renewal Project – means all activities and undertakings described in §31-25-103(10), C.R.S., and otherwise authorized by the Act as required for the Duration of the Project to complete development and redevelopment of the Urban Renewal Area, including, without limitation financing and construction of all public and private improvements and payment of all financing obligations included in the definition of Bonds.

Property Taxes – means, without limitation, all levies to be made on an ad valorem basis by or for the benefit of any public body upon taxable real and personal property in the Area.

Property Tax Increment Revenues – means the property tax revenues allocated to the Authority pursuant to §31-25-107(9) of the Act and Section 7.0 of this Plan.

Redevelopment / Development Agreement – means one or more agreements between the Authority and developer(s) and / or property owners or such other individuals or entities as may be determined by the Authority to be necessary or desirable to carry out the purposes of this Plan.

Sales Tax Increment Revenues – means City sales tax revenues allocated to the Authority pursuant to §31-25-107(9) of the Act and Section 7.0 of this Plan.

Study Area – has the meaning given to such term in Section 1.2 above.

Tax Increment Financing or TIF – means tax allocation financing described in §31-25- 107(9) of the Act as in effect on the date this Plan is approved by the City Council. Tax Increment Financing shall be required for the full Duration to carry out all activities and undertakings to complete the Urban Renewal Project, including, without limitation, payment of all Bonds.

Use Tax Increment Revenues – means City use tax revenues allocated to the Authority pursuant to §31-25-107(9) of the Act and Section 7.0 of this Plan.

3.0 Purpose of the Plan

The main public purpose of this Plan is to reduce, eliminate and prevent the spread of blight within the Area through redevelopment by private enterprise. The Plan sets goals to achieve this through implementing established objectives for the Area and assisting with the eligible costs of redevelopment, promoting economic growth and private investment through the tools available within the context of urban renewal tools, laws, and guidelines, including, without limitation, Tax Increment Financing.

Establishment of the Urban Renewal Area will take advantage of improving conditions and the upcoming development cycle by focusing urban renewal efforts in a small Area for the Duration in accordance with the mandates of the Act.

The Authority commissioned a Conditions Study by DGC Consulting to determine if the Urban Renewal Area contained the factors that constitute a Blighted Area as defined in §31-25-103 of the Act. The Conditions Study was issued and approved in 2021. It concluded that nine of the statutory factors are present in the Area, which supports a finding and declaration by the City Council that the Area is a Blighted Area as defined in the Act.

4.0 Blight Conditions

Before an urban renewal plan can be approved and adopted by the City Council, the area must be found and declared to be a “blighted area” as defined in Section 31-25-103(2) of the Act. The Act provides that, in order for blight to be present within the area, at least four specific blight factors must be present in the area, and that such area, in its present condition and use substantially impairs or arrests the sound growth of the municipality, retards the provision of housing accommodations, or constitutes an economic or social liability, and is a menace to the public health, safety, morals, or welfare.

- a. Slum, deteriorated, or deteriorating structures;
- b. Predominance of defective or inadequate street layout;
- c. Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
- d. Unsanitary or unsafe conditions;
- e. Deterioration of site or other improvements;
- f. Unusual topography or inadequate public improvements or utilities;
- g. Defective or unusual conditions of title rendering the title nonmarketable;
- h. The existence of conditions that endanger life or property by fire or other causes;
- i. Buildings that are unsafe or unhealthy for persons to live or work in because of building code violations, dilapidation, deterioration, defective design, physical construction, or faulty or inadequate facilities;
- j. Environmental contamination of buildings or property;
- k.5 The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements.

DGC conducted the Conditions Study which included the following steps:

- 1. Defined the Study Area;

2. Conducted a visual field survey for the property and evaluate current conditions;
3. Reviewed data provided by the City;
4. Evaluated conditions found in the context of statutory blight criteria; and
5. Documented the survey findings, as presented in the Conditions Study.

The Study Area was 326 acres, including public alley and street rights of way. Of this area, a 275 acre subset of the area, which corresponds roughly to the areas delineated as “Subarea C,” “Subarea D” and “Subarea E” in the Study Area, was determined to be suitable for inclusion within the Urban Renewal Area.

Of the eleven qualifying factors identified in the Act, the Conditions Study revealed the following nine qualifying conditions of blight, as defined in Section 31-25-103(2) of the Act, evident within the Study Area.

- a. Slum, deteriorated, or deteriorating structures
- b. Defective or inadequate street layout
- c. Faulty lot layout in relation to size, adequacy, accessibility, or usefulness
- d. Unsanitary or unsafe conditions
- e. Deterioration of site or other improvements
- f. Unusual topography or inadequate public improvements or utilities
- g. The existence of conditions that endanger life or property by fire or other causes
- h. Buildings which are unsafe or unhealthy for persons to live or work in because of building code violations, dilapidation, deterioration, defective design, physical construction, or faulty or inadequate facilities
- k.5 The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements

5.0 Plan's Relationship to Local Objectives and Appropriate Land Uses

5.1 Plan Conformity

Implementation of this Plan supports the objectives and requirements of the 2003 Moffat County/Craig Master Plan with respect to infill development of vacant land, economic activities that support tourism and attract businesses, improving the visual appearance of commercial/industrial corridors and the downtown district, supporting capital improvements that enhance the capacity of the existing road network, and supporting capital improvements for drainage collection and detention facilities. The Master Plan also includes the Three Mile Plan Area Directions, Policies and Actions that guide future annexation to the City. These policies would apply to the annexation of lands within the Urban Renewal Area that are currently within the County.

As development occurs in the Area, it should conform to the Master Plan and any subsequent updates; the Craig/Moffat County/ Regional Building Code and any rules, regulations, and policies promulgated pursuant thereto; any site-specific planning documents that might impact properties in the Area including, but not limited to, City-approved site, drainage, and public improvement plans; and, any applicable City design standards, all as in effect and as may be amended from time to time. Finally, existing conditions present within the Area will be remedied by the proposed Plan and funded in part by tax increment revenues and improvements phased as the market allows.

5.2 Consistency with Comprehensive Plan

As explained above, a comprehensive or master plan for the City and County known as the Moffat County/Craig Master Plan was adopted in 2003. It built upon previous planning efforts, primarily the Moffat County Master Plan completed in 1982 and revised in 1992, and the Moffat County Land Use Plan; Chapter One adopted in 2001. As was discussed above, the Moffat County/Craig Master Plan includes Three Mile Plan Area Directions, Policies and Actions that would govern future annexations to the City.

The Authority, with the cooperation of the City, private businesses, and other public bodies, will undertake projects and activities described herein in order to eliminate the identified conditions of blight while also implementing the goals and objectives of the Master Plan and all other City-adopted plans which impact properties within the Area. These include key goals and policies of that plan which this Urban Renewal Plan will advance. These are found in Appendix B: Excerpts from 2003 Moffat County/Craig Master Plan.

5.3 Relationship to Other Community Plans

Implementation of this Plan will be consistent with the development goals and objectives in other community plans and guides which pertain to development in the Area. The Craig Parks, Recreation, Open Space and Trails Master Plan (2018 Draft) lays out a detailed program of parks, trail, and

recreational facilities that can be constructed over time in the community. The Moffat County Comprehensive Economic Development Strategy (CEDS) September 2016 to September 2021 and the Moffat County Vision 2025 Transition Plan September of 2020, analyzed the community from an economic perspective and suggested economic priorities and activities or projects that might help to diversify the community.

6.0 Authorized Urban Renewal Undertakings and Activities

The Act allows for a wide range of activities to be used in the implementation of an urban renewal plan. The Authority is authorized to provide both financial assistance and improvements in partnership with property owners and other affected parties in order to accomplish the objectives stated herein. Public-private partnerships and other forms of cooperative development, including Cooperation Agreements, will be essential to the Authority's strategy for preventing the spread of blight and eliminating existing blighting conditions. Without limitation, undertakings and activities of the Authority in the furtherance of this Plan are described as follows.

6.1 Undertakings and Activities to Remedy Blight

As described in Section 4.0 of this Plan, nine qualifying conditions of blight were identified in the Study Area of which this Urban Renewal Plan Area is a part. All of the qualifying blight conditions were identified in Subareas C, D and E of the Study Area, which, as noted, correspond roughly to the boundaries of the Urban Renewal Area. Implementation of this Plan by providing urban renewal resources for public and private improvements will remedy many of the following conditions:

- a. Slum, deteriorated, or deteriorating structures

There are existing dilapidated buildings located throughout all subareas of the Study Area. Based on an examination of building exteriors, these buildings had deteriorated exterior walls, windows and doors, architectural features, and finishes. Exterior loading docks, walls, fences and ancillary structures were also deteriorated. Much of this was due to the age of buildings, poor exterior condition, and in many cases, vacancy and lack of exterior maintenance. Taken as a whole, slum, deteriorated, and deteriorating structures were observed throughout the Study Area.

Urban renewal resources can be used to repair, remodel, or demolish portions of existing buildings, and that new public and private improvements will be constructed to remedy this condition within the Urban Renewal Area.

- b. Predominance of defective or inadequate street layout

Subarea E (Southern Industrial Area) exhibited instances of poor vehicle access and poor street layout and access, mainly due to faulty/irregular lot shapes. A lack of public streets extending into deep/large lots has resulted in several examples of private drives functioning as de facto public streets. Scattered throughout the Study Area there are occasional examples of poor internal circulation and poor parking lot layout. In Subarea D (City Park and Southern Neighborhood) and Subarea E there is a lack of curb and

gutter along the street right of way which contributes to substandard driveway definition. These observations are evidence of defective and inadequate street layout.

The industrial areas in the south part of Subarea D and most of Subarea E lack defined and paved streets. However, water and sewer mains and a partial natural gas line serve most of Subarea E. Therefore, the lack of a developed street system is evidence of the existence of inadequate public infrastructure in Subarea E.

Urban renewal resources can be used to establish a more complete system of public rights of way and infrastructure and other improvements to serve development within the Urban Renewal Area.

c. Faulty lot layout in relation to size, adequacy, accessibility, or usefulness

Subarea E (Southern Industrial Area) exhibits faulty/irregular lot shapes. These observations are evidence of faulty lot layout. The industrial areas in the south part of Subarea D and most of Subarea E lack defined and paved streets. However, water and sewer mains and a partial natural gas line serve most of Subarea E. Therefore, the lack of a developed street system is evidence of the existence of inadequate public infrastructure in Subarea E.

Urban renewal resources may be used to reconfigure existing irregular/faulty lots in the Urban Renewal Area into a system of public rights of way and private parcels that are more suitable for development.

d. Unsanitary or unsafe conditions

Multiple examples indicating unsanitary or unsafe conditions were observed within all subareas of the Study Area. These include evidence of poor lighting; cracked or uneven surfaces for pedestrians; poor drainage; occasional grading issues; presence of trash and debris throughout; occasional evidence of vagrants and graffiti; unprotected electrical; unsafe level changes; and unfenced storage of vehicles, equipment, and materials. Together, these constitute unsanitary and unsafe conditions.

Urban renewal resources to encourage private redevelopment in the Urban Renewal Area will help to eliminate evidence of blight including abandoned vehicles, equipment, graffiti, and vandalism.

e. Deterioration of site or other improvements

There is widespread deterioration of site improvements within all subareas of the Study Area. Site pavements are deteriorated or lacking entirely, there is a lack of curb and gutter, insufficient outdoor lighting, and deteriorated/lacking fencing. Many of the properties within the Study Area exhibit a lack of site maintenance. There are occasional examples of deteriorated/substandard site utilities, deteriorated/lack of surface drainage facilities, deteriorated signage, and lack of curb stops. These observations are evidence of deteriorated site improvements.

Urban renewal resources focused on private development and site improvements (especially sidewalks, parking areas, and surface drainage) will help to eliminate these blight factors in the Urban Renewal Area.

f. Unusual topography or inadequate public improvements or utilities

Parcels within the Study Area are served by public and private utilities located in adjacent street rights of way and alleys. Water and sewer are provided by the City of Craig and are reported to be adequate. Natural gas is provided by ATMOS Energy, a private utility and electric power is provided by Yampa Valley Electric Association (YVEA). These services are reported to be adequate. Telecommunications are provided by private companies and are reported to be adequate.

Visible public improvements such as sidewalks, curb and gutter, and landscaping are absent in portions (or the entirety) of each subarea. In Subarea C (Downtown), sidewalks and an unpaved alley south of 4th Street are in poor condition. There are other scattered examples of missing downtown sidewalks, especially on east-west streets. Subarea D (City Park and Southern Neighborhood) lacks sidewalks nearly entirely and is in need of fall protection along the steep, eroded banks of Fortification Creek. Additionally, there are unpaved alleys and some street frontages lack curb and gutter, with the street pavement transitioning to unimproved gravel areas which are used for on-street parking. Subarea E (Southern Industrial Area) universally lacks curb and gutter, sidewalks, and street lighting. Moreover, 2nd Street and Stock Drive are unpaved, with Stock Drive also served by an undersized bridge over Fortification Creek. Together, these constitute inadequate public improvements or utilities.

Urban renewal resources focused on improvements in the public right-of-way will help to eliminate these blight factors in the Urban Renewal Area.

h. The existence of conditions that endanger life or property by fire or other causes

The field survey identified Study Area parcels with debris and trash next to buildings that could cause fire; other hazardous materials or situations; dead trees and shrubs near buildings and high traffic areas; deteriorated external stairs/fire escapes; and unsafe level changes. Taken together, these observations are evidence of conditions that endanger life or property by fire or other causes.

Flooding also poses a threat to life and property in Subarea C (Downtown) and Subarea D (City Park and Southern Neighborhood). According to the FEMA Flood Insurance Rate Map, all properties within Subareas A and D are within a 100-year or 500-year floodplain. All properties within Subarea C are within the 500-year floodplain. Taken together, these observations are evidence of conditions that endanger life or property by fire or other causes.

These unsafe conditions can be remedied or mitigated in the Urban Renewal Area using urban renewal resources.

- i. Buildings which are unsafe or unhealthy for persons to live or work in because of building code violations, dilapidation, deterioration, defective design, physical construction, or faulty or inadequate facilities

The field survey included many buildings that were in poor repair. The photographs highlight buildings in each subarea with obvious code and safety violations such as exposed electrical, broken windows, and unprotected vertical drops. These buildings were also in poor repair or dilapidated and otherwise inadequate for current occupancy. Moreover, in Subarea D (City Park and Southern Neighborhood) there were numerous examples of recreation vehicles being used for fixed, permanent housing. Taken together, these observations are evidence of buildings which are unsafe or unhealthy for persons to live or work in because of building code violations, dilapidation, deterioration, defective design, physical construction, or faulty or inadequate facilities.

Urban renewal resources focused on private improvements including renovation and demolition of all or portions of buildings and site improvements will help to eliminate these blight factors in the Urban Renewal Area.

- k.5. The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements

During the site survey, many vacant buildings, parcels and parking lots were observed throughout the Study Area. The southern portion of Subarea C (Downtown) has a marked lack of activity relative to the blocks north of 4th Street. Several buildings appear empty or used as storage, and at least half the land area is vacant ground or unused/underutilized parking. Subarea D (City Park and Southern Neighborhood) has some scattered vacant mobile home pad sites. It also has a large parcel between East 3rd Street and the Denver & Rio Grande Western Railroad tracks that is currently used for outdoor storage. Subarea E (Southern Industrial Area) has large amounts of vacant land east of Ranney St/CO-394 and within the Union Pacific Railroad property. There are three additional vacant properties east of Washington Street. Taken together, these conditions are evidence of substantial physical underutilization or vacancy of sites, buildings, or other improvements.

Urban renewal resources that help to stimulate private development and which are used to construct public improvements in the Urban Renewal Area will help to eliminate these blight factors.

6.2 Project Development Plan

The primary goal of this Plan is to eliminate the current conditions of blight in the Area and prevent those conditions from reoccurring. Development is currently envisioned to include a high-end home manufacturing facility, in the southern industrial area, a game meat processing facility in the industrial area as well, and mixed-use commercial/residential buildings in downtown Craig. While the first two projects are currently under development and the mixed-use projects more aspirational, together they represent the kind of development that might occur in the Area.

However, the Authority is authorized to approve any uses for the Area that eliminate blight and are consistent with the Comprehensive Plan and applicable zoning, including, without limitation, mixed use development, including residential, commercial, industrial, and public uses.

6.3 Complete Public Improvements and Facilities

The Authority may undertake certain actions to make the Area more attractive for private investment. The Authority may, or may cause others, including, without limitation, one or more Districts to install, construct, and reconstruct any public improvements, including, without limitation, parking facilities. The Authority may, or may cause others to, demolish and clear buildings and existing improvements for the purpose of promoting the objectives of the Plan and the Act. Additionally, the Authority may, or may cause others to, install, construct and reconstruct any other authorized improvements, including, without limitation, other authorized undertakings or improvements for the purpose of promoting the objectives of this Plan and the Act.

6.4 Plan Modification

The Authority may propose, and City Council may make, modifications to this Plan as may be necessary; provided, however, any modification of the Plan shall (a) comply with the provisions of the Act, including §31-25-107(7); (b) not impair Pledged Revenues or the ability of the Authority to pay any outstanding Bonds, including any reimbursement obligations of the Authority; or (c) not impair the ability of the Authority or any party to any then-existing agreement to fully perform their respective covenants and duties under any such agreement. The Authority may, in specific cases, allow non-substantive variations from the provisions of this Plan if it determines that a literal enforcement or application of the provision would constitute an unreasonable limitation beyond the intent and purpose stated herein.

6.5 Provide Relocation Assistance

While it is not anticipated as of the date of this Plan that acquisition of real property will result in the relocation of any individuals, families, or business concerns; if such relocation becomes necessary, the Authority will adopt a relocation plan as necessary to comply with applicable provisions of the Act.

6.6 Demolish, Clear and Prepare Improvements

The Authority is authorized to demolish or cooperate with others to clear buildings, structures and other improvements within the Area in an effort to advance projects deemed consistent with the vision stated herein. Such demolition or site clearance is necessary to eliminate unhealthy, unsanitary, and unsafe conditions; eliminate obsolete uses deemed detrimental to the public welfare; remove and prevent the spread of blight; and facilitate redevelopment of the Area by private enterprise.

6.7 Acquire and Dispose of Property

It is not expected that the Authority will be required to acquire property to carry out the Project. However, if the Authority determines such acquisition is necessary, it is authorized to acquire any such property by negotiation or any other method, except that the Authority is not authorized to acquire

property by eminent domain. Properties acquired by the Authority by negotiation may be temporarily operated, managed and maintained by the Authority if requested to do so by the acquiring entity and deemed in the best interest of the Urban Renewal Project and the Plan. Such property shall be under the management and control of the Authority and may be rented or leased pending its disposition for redevelopment.

The Authority may sell, lease, or otherwise transfer real property or any interest in real property subject to covenants, conditions and restrictions, including architectural and design controls, time restrictions on development, and building requirements in accordance with the Act and this Plan.

6.8 Enter into Redevelopment / Development Agreements

The Authority may enter into Redevelopment / Development Agreements or other contracts with developer(s) or property owners or such other individuals or entities determined to be necessary to carry out the purposes of this Plan, including the further pledge by the Authority of Pledged Revenues to pay eligible costs pursuant to the Act or any other applicable law. Further, such Redevelopment/Development Agreements, or other contracts, may contain terms, provisions, activities, and undertakings contemplated by this Plan and the Act. Any existing agreements between the City and private parties that are consistent with this Plan are intended to remain in full force and effect, unless all parties to such agreements agree otherwise.

6.9 Enter Into Cooperation Agreements

The Authority is authorized to enter into such Cooperation Agreements as may be required by the Act, including tax sharing agreements. The Authority may also use the mediation and other provisions of the Act when necessary to provide adequate financing to carry out this Plan. This paragraph shall not be construed to require any particular form of cooperation.

6.10 Other Project Undertakings and Activities

Other Project undertakings and activities deemed necessary by the Authority to carry out the Plan may be undertaken and performed by the Authority or pursuant to agreements with other parties or public bodies in accordance with the authorization of the Act and any applicable law or laws.

7.0 Project Financing

The Authority is authorized to finance the Project by any method authorized by the Act or any other applicable law, including without limitation, appropriations, loans or advances from the City; federal loans and grants; state loans and grants; interest income; pay as you go arrangements; annual appropriation agreements; agreements with public and private parties or entities including, without limitation, Districts; issuance of Bonds; sale of securities; Tax Increment Financing (including property, sales and use tax increments); loans, advances and grants from any other available source.

Any financing method legally available to the City, the Authority, any private developer, redeveloper or owner may be used to finance in whole or in part any lawful cost or financial obligation, including

without limitation, the cost of public improvements described, authorized or anticipated in the Act or Plan or in any manner related or incidental to the redevelopment of the Area. Such methods may be combined to finance all or any part of the Project. Any financing method authorized by the Plan or by any applicable law, including without limitation, the Act, may be used to pay the principal of and interest on and to establish reserves for Bonds and all forms of indebtedness (whether funded, refunded, assumed or otherwise) incurred by the Authority or the City to finance the Project in whole or in part.

The Authority is authorized to issue Bonds, including notes or any other financing instruments or documents in amounts sufficient to finance all or part of the Project. The Authority is authorized to borrow funds and to create indebtedness in carrying out this Plan. The principal, interest and any premiums due on or in connection with such indebtedness may be paid from Tax Increment Financing revenue or any other funds available to the Authority, including, without limitation, Pledged Revenues.

The Project may be financed by the Authority under the Tax Increment Financing provisions of the Act. Property taxes levied after the effective date of the approval of this Plan upon taxable property in the Area each year by or for the benefit of each specific public body that levies Property Taxes in the Urban Area on taxable property in the Urban Renewal Area or all or a portion of municipal sales and use taxes collected within the Area, or both such taxes, shall be divided for a period not to exceed twenty-five (25) years after the effective date of this allocation provision, as follows:

7.1 Base Valuation Revenues

That portion of the taxes which are produced by the levy at the rate fixed each year by or for each such specific public body upon the valuation for assessment of taxable property in the Area last certified prior to the effective date of approval of the Plan or, as to an area later added to the Area, the effective date of the modification of the Plan, and, subject to the City Council approval, that portion of municipal sales taxes, not including any sales taxes for remote sales as specified in §39-26-104(2), C.R.S., and use taxes collected within the boundaries of the Area in the twelve-month period ending on the last day of the month prior to the effective date of the approval of the Plan, or, both such portions, must be paid into the funds of each such public body as are all other taxes collected by or for said public body.

7.2 Increment Valuation Revenues

That portion of said property taxes or, subject to City Council approval, all or any portion of said sales taxes and use taxes, or both, in excess of the base amount of property taxes, sales taxes or use taxes paid into the funds of each such public body as provided above must be allocated to and, when collected, paid into a special fund of the authority to pay the principal of, the interest on, and any premiums due in connection with the Bonds of, loans or advances to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, the Authority for financing or refinancing, in whole or in part, the Urban Renewal Project, or to make payments under an agreement executed pursuant to §31-25-107(11) of the Act.

Unless and until the total valuation for assessment of the taxable property in the Urban Renewal Area exceeds the base valuation for assessment of the taxable property in the Urban Renewal Area, as

provided above, all of the taxes levied upon the taxable property in the Urban Renewal Area must be paid into the funds of the respective public bodies. Unless and until the respective municipal sales and use tax collections in the Urban Renewal Area exceed the respective base year municipal sales and use tax collections in such urban renewal area, as provided above, all such sales and use tax collections must be paid into the funds of the municipality.

When such bonds, loans, advances, and indebtedness, if any, including interest thereon and any premiums due in connection therewith, have been paid, all taxes upon the taxable property or the total municipal sales and use tax collections, or both, in the Urban Renewal Area must be paid into the funds of the respective public bodies, and all moneys remaining in the special fund that have not previously been rebated and that originated as property tax increment generated based on the mill levy of a taxing body, other than the municipality, within the boundaries of the Urban Renewal Area must be repaid to each taxing body based on the pro rata share of the prior year's property tax increment attributable to each taxing body's current mill levy in which property taxes were divided pursuant to provision. Any moneys remaining in the special fund not generated by property tax increment are excluded from any such repayment requirement. Notwithstanding any other provision of law, revenues excluded by §31-25-107(9)(a)(II) of the Act are not intended to be included in Available Property Tax Increment Revenues.

The Increment Valuation Revenues are irrevocably pledged by the Authority for the payment of the principal of, the interest on, and any premiums due in connection with such Bonds, including any loans, advances and other indebtedness incurred by the Authority to finance the Urban Renewal Project, but excluding any offsets collected by the County Treasurer for return of overpayments or any reserve funds reserved by the Authority for such purposes in accordance with §31-25-107(9)(a)(III) and (b) of the Act, and also excluding a reasonable amount each year as determined by the Authority for payment of maintenance and operating expenses associated with administering the Plan, carrying out the Urban Renewal Project, and maintaining the existence of the Authority.

The Available Property Tax Increment Revenues (as described and defined in this Plan) are immediately subject to the lien provided by the provisions of §11-57-208, C.R.S., effective as of the date this Plan is approved by the City Council of the City. Such pledge is necessary and required for the benefit of the Authority and private enterprise to carry the Urban Renewal Project in accordance with the requirements of §31-25-107(4)(g) of the Act. Such Available Property Tax Increment Revenues are and shall be subject to the lien of such pledge for the Duration of the Project without any physical delivery, filing, or further act. The creation, perfection, enforcement and priority of the pledge of the Available Property Tax Increment Revenues as provided herein shall be governed by §11-57-208, C.R.S. The lien of such pledge on the Available Property Tax Increment Revenues shall have priority over any and all other obligations and liabilities of the Authority with respect to the Available Property Tax Increment Revenues.

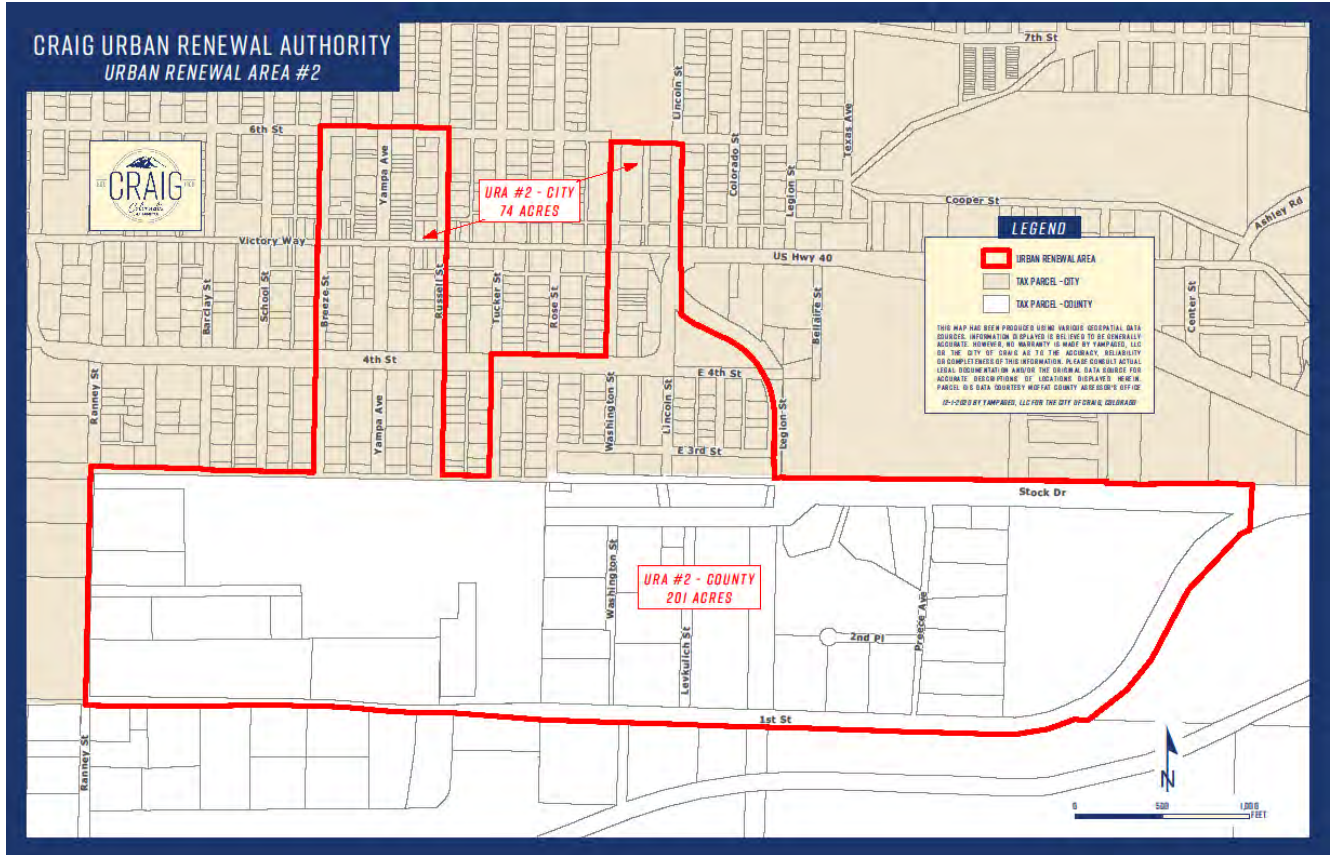
8.0 Severability

If any portion of this Plan is held to be invalid or unenforceable, such invalidity will not affect the remaining portions of the Plan.

Appendix

Appendix A: Craig Urban Renewal Area #2 Legal Description and Map

(See Table 5 in Tax Forecast and County Impact Report for URA #2 Urban Renewal Area for Parcel ID and Parcel Numbers).



Appendix B: Excerpts from 2003 Moffat County/City of Craig Master Plan

Following are directions, concepts, policies and actions from the 2003 Moffat County/City of Craig Master Plan. Excerpts are taken verbatim, but formatted for emphasis. Policies summarized here are relevant to the proposed Craig URA #2 Urban Renewal Plan.

Chapter Two Plan Direction (Excerpts for URA #2)

Overview

The Plan Direction provides the planning framework for future growth and development in unincorporated Moffat County, the City of Craig, and the Town of Dinosaur. The Plan Direction - its guiding concepts, directions (goals), policies and actions- are the direct result of the public values and preferences expressed during the process of developing the Plan, further refined by detailed planning analysis and mapping.

Plan Direction Maps

The Moffat County Plan Direction map depicts six Plan Areas: Public Land Area, Rural Character Area, Craig Community Area, Urban Development Area, Three Mile Plan Area, and the Dinosaur Community Area.

Further detail within the Craig area is provided on the Craig Plan Direction map, which focuses on future land use within the Craig Community Area, the Urban Development Area, and a portion of the Three Mile Plan Area.

Directions, Policies and Actions

Directions are the overarching goals and objectives for the Moffat County/City of Craig Master Plan

Each direction is supported by one or more policy statements. Policy statements reflect the guiding concepts for each Plan Area. As appropriate, actions to accomplish certain policy initiatives are identified after a policy statement, and include a timeframe for completion.

Guiding Concepts

- Land use policy in Craig should promote stable neighborhoods and commercial districts, and accommodate new growth or redevelopment activities.
- Land use policy adjacent to Craig should provide guidance as to the limits of urban development, and not restrict private property rights.
- Land use policy should address annexation when desired by both a property owner and the City of Craig.

Plan Area Directions, Policies and Actions

The following are the directions, policies and actions for the six Plan Areas of the Plan Direction, along with general directions, polices and actions. Each set of directions, policies and actions are introduced by a brief description of the Plan Area.

General Directions, Policies and Actions

General directions, polices and actions are those not categorized into a Plan Area.

Direction: To coordinate the harmonious development of Moffat County and Craig through land use planning.

Policy 1: Moffat County and the City of Craig monitor the progress of implementing the Moffat County/City of Craig Master Plan.

Direction: To appropriately zone land for compatible agricultural, residential, commercial, and industrial uses.

Direction: To support zoning, subdivision and building code updates that address land use issues.

Policy 3: The City of Craig shall encourage the orderly development and use of land through appropriate land use administration and enforcement.

The Craig Community Area is defined by the incorporated boundary of the City of Craig, consisting of stable neighborhoods and commercial districts, as well as areas where new growth or redevelopment activities can be accommodated. The Craig Community Area is shown on the Craig Plan Direction Map.

Direction: To encourage infill development of vacant residential, commercial and industrial zoned land.

Policy 56: The City of Craig shall promote the development of existing vacant land zoned for residential, commercial, and industrial use within its incorporated limits before pursuing the annexation of unincorporated vacant land, to the degree practical.

Direction: To encourage the availability of a mix of housing types for all income groups.

Policy 57: The City of Craig shall provide a variety of housing opportunities for families and individuals of all income levels and lifestyles in locations which are compatible with surrounding land uses.

Direction: To support economic development activities that promotes tourism and attracts businesses.

Policy 58: The City of Craig shall enhance and stimulate the economic vitality of business in Craig.

Direction: To improve the visual appearance of City entrances, commercial/industrial corridors, and the downtown district with projects that will enhance civic identity and community pride.

Policy 59: The City of Craig shall define and initiate achievable physical improvement and streetscape projects compatible with existing and planned land uses that guide visitors to local businesses, shopping and public facilities.

Direction: To support capital improvements to enhance the capacity of the existing road network.

Direction: To support capital improvements for improving local and regional transit.

Policy 60: The City of Craig shall plan and design a transportation system that serves existing and future land uses in the community.

Policy 61: The City of Craig shall define and initiate achievable transportation improvements compatible with existing and future land uses.

Direction: To support capital improvements for water treatment and water distribution systems.

Policy 62: The City of Craig shall plan and design a water treatment and water distribution system that serves existing and future land uses in the community.

Policy 63: The City of Craig shall define and initiate achievable improvements for the Craig water treatment and water distribution systems.

Direction: To support capital improvements for sanitary sewer collection and wastewater treatment systems.

Policy 64: The City of Craig shall plan and design a sanitary sewer collection and wastewater treatment system that serves existing and future land uses in the community.

Policy 65: The City of Craig shall define and initiate achievable improvements for the Craig sanitary sewer collection and wastewater treatment systems.

Direction: To support capital improvements for drainage collection and detention facilities

Policy 66: The City of Craig shall plan and design a drainage collection system that serves existing and future land uses in the community

Policy 67: The City of Craig shall define and initiate achievable improvements for drainage collection and detention facilities.

Policy 68: The City of Craig shall promote a variety of recreational programs and activities for its residents.

Urban Development Area Directions, Policies and Actions

The Urban Development Area corresponds to the future growth area of the City of Craig, where urban services are available or may become available. The Urban Development Area boundary is intended to provide guidance as to the limits of urban development, and not restrict private property rights.

The Urban Development Area boundary is shown on the Urban Development Area Services and Infrastructure map and on the Craig Plan Direction map. The boundary, updated from the 1982 Master Plan, excludes areas south of Craig that are within the Yampa River's 100-year floodplain, and expands into areas southwest and west of Craig that could be served by SH 13/US 40 access and/or the Round Bottom water tank. The updated boundary remains relatively unchanged north and east of Craig, although expands into areas around the proposed Glen Erie tank and east of Yampa Valley Electric.

With further analysis, future expansion of the Urban Development Boundary is also possible into areas that 1) are not environmentally constrained and 2) that benefit from future water tank improvements.

Future land use within the Urban Development Area is intended to honor existing zoning and respond to market needs. Areas shown on the Craig Plan Direction as Urban Development: Designated Land Use are either zoned for an urban use (e.g., Light Industrial zoning), or have urban development proposed (e.g., the proposed CNCC campus). Urban Development: Non-Designated Land Use areas are either zoned for a non-urban use (e.g., Agricultural zoning) or do not have an active proposal for urban development. The Urban Development: Non-Designated Land Use areas offer the most flexibility for future land use through either the City or the County's Planned Unit Development procedures, which require detailed site planning.

Three Mile Plan Area Directions, Policies and Actions

The Three Mile Plan Area is a three-mile radius extending around the incorporated boundary of the City of Craig. The Three Mile Plan Area is intended for one purpose only: to meet Colorado state statutes (C.R.S. 31-12-105e) in the event annexation is desired by both a property owner and the City of Craig.

The Three-Mile Plan Area is depicted on the Moffat County Plan Direction Map. The portion of the Three-Mile Plan Area addressing urban development in the event of annexation falls within the Craig Plan Direction Map.

Direction: To encourage annexation of urban development within the Urban Development Area and discourage annexation of rural development outside the Urban Development Area.

Policy 96: Moffat County shall waive requirements for annexation impact reports on proposed annexations within the Urban Development Area.

Policy 97: The City of Craig shall not annex land outside of the Urban Development Area.

Direction: To support annexation or an agreement for future annexation when connecting to the City water and/or Sanitary sewer system

Direction: To support the formation of a separate water and/or sanitation district for areas outside the City of Craig that are not economically feasible to annex.

Policy 98: The City of Craig shall require annexation or an agreement for future annexation as a condition of connecting to the City water and/or sanitary sewer system.

EXHIBIT C

Conditions Study for Craig, Colorado Study Areas

Conditions Study for Craig, Colorado

Prepared for:

City of Craig
300 W 4th Street
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Prepared by:

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FINAL

January 2021

Background information and other data have been furnished to DGC Community Planning and Design (DGC) by City of Craig and/or third parties, which DGC has used in preparing this report. DGC has relied on this information as furnished, and is neither responsible for nor has confirmed the accuracy of this information.

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1. Introduction

This report presents the conditions (“blight”) survey, analysis, findings and underlying rationale for the Craig Conditions Study (“Conditions Study”, or “Study”), which was undertaken by DGC Community Planning and Design (“DGC”). DGC conducted the field survey in October, 2020.

1.1. Purpose

The purpose of the Study is to determine whether there exists slum or blight conditions within the Craig Study Area (“Study Area”) within the meaning of Colorado Urban Renewal Law, and whether the Study Area should be recommended for such urban renewal efforts as the City of Craig (“Craig”) may deem appropriate to remediate existing conditions of slum or blight and to prevent further deterioration and blight.

1.2. Colorado Urban Renewal Law

In the Colorado Urban Renewal Law, Colorado Revised Statutes § 31-25-101 et seq. (the “Urban Renewal Law”), the legislature has declared that an area of slum or blight.

...constitutes a serious and growing menace, injurious to the public health, safety, morals, and welfare of the residents of the state in general and municipalities thereof; that the existence of such areas contributes substantially to the spread of disease and crime, constitutes an economic and social liability, substantially impairs or arrests the sound growth of municipalities, retards the provision of housing accommodations, aggravates traffic problems and impairs or arrests the elimination of traffic hazards and the improvement of traffic facilities; and that the prevention and elimination of slums and blight is a matter of public policy and statewide concern....

Before remedial action can be taken by a public agency, however, the Urban Renewal Law requires a finding by the appropriate governing body that an area exhibits conditions of slum or blight.

The determination that an area constitutes a slum or blighted area is a cumulative conclusion attributable to the presence of several physical, environmental, and social factors. Indeed, slum or blight is attributable to a multiplicity of conditions, which, in combination, tend to accelerate the phenomenon of deterioration of an area. For purposes of this study, the definition of a blighted area articulated in the Urban Renewal Law follows:

“Blighted area” means an area that, in its present condition and use and, by reason of the presence of at least four of the following factors, substantially impairs or arrests the sound growth of the municipality, retards the provision of housing accommodations, or constitutes an economic or social liability, and is a menace to the public health, safety, morals, or welfare:

- a. Slum, deteriorated, or deteriorating structures;*

- b. Predominance of defective or inadequate street layout;*
- c. Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;*
- d. Unsanitary or unsafe conditions;*
- e. Deterioration of site or other improvements;*
- f. Unusual topography or inadequate public improvements or utilities;*
- g. Defective or unusual conditions of title rendering the title non-marketable;*
- h. The existence of conditions that endanger life or property by fire and other causes;*
- i. Buildings that are unsafe or unhealthy for persons to live or work in because of building code violations, dilapidation, deterioration, defective design, physical construction, or faulty or inadequate facilities;*
- j. Environmental contamination of buildings or property; or*
- k.5 The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements; or*

To be able to use the powers of eminent domain, “blighted” means that five of the eleven factors must be present (Colorado Revised Statutes § 31-25-105.5(2) (a) (I)).

Only one factor must be present if the property owner or owners and the tenant or tenants of such owner or owners do not object to the finding (Colorado Revised Statutes § 31-25-105.5(2) (I)).

Several principles have been developed by Colorado courts to guide the determination of whether an area constitutes a blighted area under the Urban Renewal Law. First, the absence of widespread violation of building and health codes does not, by itself, preclude a finding of blight. The definition of “blighted area contained in the Urban Renewal Law is broad and encompasses not only those areas containing properties so dilapidated as to justify condemnation as nuisances, but also envisions the prevention of deterioration.” Second, the presence of one well maintained building does not defeat a determination that an area constitutes a blighted area. A determination of blight is based upon an area “taken as a whole,” and not on a building-by-building basis. Third, a governing body’s “determination as to whether an area is blighted... is a legislative question and the scope of review by the judiciary is restricted.” A court’s role in reviewing such a blight determination is simply to independently verify if the conclusion is based upon factual evidence determined by the governing body at the time of a public hearing to be consistent with the statutory definition.

1.3. Study Methodology

DGC was retained to perform an independent survey of the Study Area and to determine if it contains conditions of slum or blight so as to constitute a blighted area under the Urban Renewal Law. Based upon the conditions observed in the field, this Study makes a recommendation as to whether the Study Area is blighted within the meaning of the Urban Renewal Law. The actual determination itself remains the responsibility of the legislative body, in this case, the City of Craig City Council.

An important objective of this study is to obtain and evaluate data on a wide range of physical and non-physical conditions that are present in the Study Area. Data about the Study Area was collected, analyzed, and ultimately portrayed through three carefully performed tasks:

- Task 1: Project Initiation, Data Collection and Mapping
- Task 2: Field Survey, Research and Verification
- Task 3: Documentation and Presentation of Findings

Tasks 1 and 2 are described in Section 2, Study Area Analysis. Task 3 is described in Section 3, Summary of Findings.

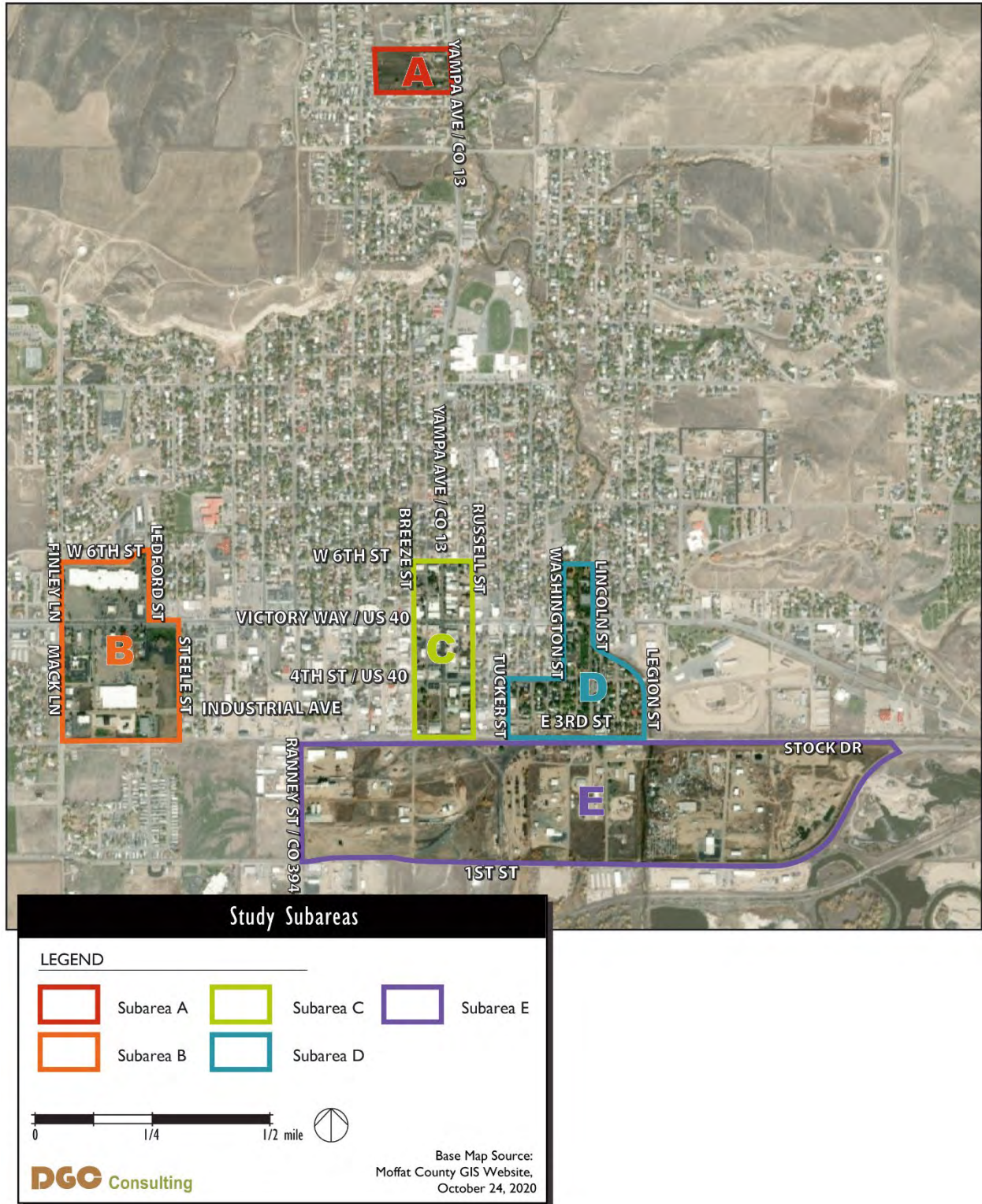
2. Study Area Analysis

2.1 Study Area

The Study Area includes approximately 326 acres of privately and publicly-owned parcels and public rights-of-way. It is shown on Exhibit 2-1: Study Area Boundary Map. The Study Area includes five subareas:

- A) North Yampa Avenue: Four parcels and public right-of-way covering 7.5 acres on the west side of North Yampa Ave/CO-13, a few blocks north of W. 13th Street.
- B) West shopping Area: 21 parcels and public right-of-way covering 54.5 acres along both sides of West Victory Way/US 40, east of the Finley Lane/Mack Lane intersection. The subarea includes the vacant former Safeway and the vacant former K-Mart buildings.
- C) Downtown: 93 parcels and public right-of-way covering 31 acres between Breeze Street and Russell Street and between 6th Street and the Denver & Rio Grande Western Railroad tracks. The subarea includes three main street blocks along Yampa Ave.
- D) City Park and Southern Neighborhood: 77 parcels and public right-of-way covering 46 acres east of downtown and south of East 6th Street. The subarea includes the southern portion of the park, the next block south, and five additional blocks between Tucker Street and Fortification Creek, and between Lincoln Street/East 4th Street and the Denver & Rio Grande Western Railroad tracks.
- E) Southern Industrial Area: 39 parcels and public right-of-way covering 186 acres extending south from the Denver & Rio Grande Western Railroad tracks to 1st Street and from Ranney Street/CO-394 on the west to the Stock Drive/East 1st intersection on the east.

Exhibit 2-1: Study Area Boundary Map



2.2 Existing Conditions

Background:

This Conditions Study was conducted on October 9 and 10, 2020, followed by research and desktop analysis of physical conditions. The site improvements, buildings, streets and other features shown on the aerial imagery provided by the City and Google Maps were consistent with conditions observed during the field survey.

Development and Land Use:

Subarea A (North Yampa Avenue) consists of an operating commercial business, two site-built residences (unused), and abandoned former mobile home/manufactured housing sites. Bordering the Study Area to the north there is vacant land and a residential neighborhood. Additional residential uses border the Study Area to the west and east. Across Yampa Ave, to the east, there is a mixture of residential and commercial uses.

Subarea B (West Shopping Area) is predominately a commercial area along both sides of West Victory Way/US 40. There are two vacant large-scale retail stores, smaller-scale retail, fast food and sit-down restaurants, and a bank. The Study Area also contains a church and two single-family residences fronting the highway. The southern portion of the Study Area contains light industrial/shops, a bowling alley, and firefighting training facility. A mixture of residential and commercial uses border the Study Area on the north, east, and west sides. The Denver & Rio Grande Western Railroad tracks run along the southern edge.

Subarea C (Downtown) includes commercial storefronts along Yampa Avenue, north of 4th Street, which contain retail, office, restaurants/bars, and a museum. The central and north portions of the Study Area also contain a park/square, theater, fire station, commercial/office buildings, light industrial/shops, apartments, single-family residences, outdoor storage, and parking. A similar mixture of eclectic uses is found on surrounding blocks to the north, east, and west. South of 4th Street, the Study Area is less densely developed. Commercial and light industrial uses are interspersed with outdoor storage, parking, and vacant land. These southern blocks are bordered by similar commercial and light industrial uses to the west and east. There are some single-family residences to the east and the Denver & Rio Grande Western Railroad tracks to the south.

Subarea D (City Park and Southern Neighborhood) includes the southern portion of City Park and additional blocks to the south. Land uses include park and open space; the Veterans of Foreign Wars property; scattered commercial and light industrial/shop uses with outdoor storage; apartments; mobile homes/manufactured housing; and single family residential. South of East 3rd Street there is a large parcel of vacant land currently used for outdoor storage of vehicles, equipment, and materials. The northern portion of the Study Area is surrounded by residential neighborhoods. Commercial uses, including lodging and a restaurant/bar border the Study Area along E. Victory Way. South of E. Victory

Way, the Study Area is bordered on the east by the Fortification Creek drainage way and the fairgrounds. The Denver & Rio Grande Western Railroad tracks lie to the south. Residential uses border the Study Area to the west and north of East 4th Street, although there is some light industrial with outdoor storage in the vicinity of Tucker Street and East 3rd Street.

Subarea E (Southern Industrial Area) is characterized by larger-scale uses including commercial, industrial, light industrial, railroad, sand and gravel mining, outdoor storage, parking, and vacant land. A single residential property lies south of East Stock Drive, near Fortification Creek. Surrounding land uses include the Denver & Rio Grande Western Railroad tracks to the north; additional sand and gravel mining to the east; industrial, light industrial/shops, mini storage, outdoor storage, parking and vacant land to the south; and commercial, residential, light industrial, outdoor storage, parking, and vacant land to the west.

Land uses are summarized in Table 2-1: Study Area and Surrounding Land Uses.

Table 2-1: Study Area and Surrounding Land Uses

Subarea	Site Land Uses	Surrounding Land Uses
A) North Yampa Ave	Commercial; single-family residential (unused/ storage); former mobile home/ manufactured housing sites; vacant land	Vacant land (north); single-family residential (north, west, east); residential and commercial (east)
B) West Shopping Area	Commercial/ retail; restaurants; light industrial/ shops; bank; church; public safety; single-family residential; outdoor storage; parking; vacant land	Multi-family residential (north); senior residential, commercial, single-family residential, vacant land (east); DRGW RR R.O.W. (south); light industrial/ commercial, gas station/ convenience store, single family residential, vacant land (west)
C) Downtown	Retail; commercial; restaurant/ bar; office; park; civic/ institutional/ cultural; theater; light industrial/ shops; outdoor storage; parking; vacant land	Commercial, office, bank, cultural, parking (north); commercial, office, light industrial/ shops, residential, parking, vacant land (east); DRGW RR R.O.W. (south); retail, commercial, office, light industrial/ shops, residential, outdoor storage, parking, vacant land (west)
D) City Park and Southern Neighborhood	Park/ civic; multifamily residential; single family residential; manufactured/ mobile homes; mixed commercial; light industrial/ shops; outdoor storage; parking; vacant land	Park/ civic, single family residential, vacant land (north); single family residential, lodging, restaurant/bar, commercial, creek/ drainage way, fairgrounds (east); DRGW RR R.O.W. (south); park/civic, residential, commercial, light industrial, outdoor storage, vacant land, parking (west)
E) Southern Industrial Area	Commercial; industrial; light industrial; railroad; sand and gravel mining; outdoor storage; parking; residential; vacant land	DRGW RR R.O.W. (north); sand and gravel mining (east); industrial, light industrial/ shops, storage, outdoor storage, parking, vacant land (south); commercial, residential, light industrial, outdoor storage, parking, vacant land (west)

Source: Google Maps and field observations

Zoning and Building:

All permitting, plan review, inspections, and planning and zoning services for the City of Craig are provided by the Craig/Moffatt County Regional Building Department, using mostly the same code and sets of requirements. Work performed in the Town of Dinosaur is not under the jurisdiction of this regional building department.

The City of Craig and Moffat County essentially enforce the same version of the ICC codes. However, there are some slight differences in contractor licensing requirements. For information on building codes, design criteria, permits & inspections, contractor licensing, planning & zoning, and more. Most of this information is within the City of Craig Municipal Code which is on-line. Buildings are covered in Chapter 15 - Building and Construction and Zoning in Section 16- Land Use Code.

In additional to land use zoning districts, new development withing the City and Study Areas are subjects to current zoning and site development standards. Because much of what was surveyed in the Conditions Study was constructed prior to the adoption of these codes, it is likely that existing development would be non-conforming. The City will determine whether to require updating to meet current building and site standards as part of a redevelopment effort, but it most likely that something would I be required. Therefore, non-conformance to current site development standards and regulations is evidence of blight throughout the Study Area.

Parcels Surveyed:

The Study Area includes 234 privately and publicly-owned parcels totaling 255 acres, plus public right-of-way for a total of 326 acres. Assessor’s information is summarized on Table 2-2: Study Area Parcels Surveyed, and detailed tables for each subarea presented in Appendix B. The parcel boundaries are illustrated in Exhibits 2-2 through 2-6.

Table 2-2: Study Area Parcels Surveyed (Subareas A-E)

Area	Measurement (Acres)	Parcel Sum (Acres)	ROW Difference (Acres)	# of Parcels
Subarea A	7.53	9.08		4
Subarea B	54.57	45.6		21
Subarea C	31.38	20.15		93
Subarea D	45.82	23.92		77
Subarea E	186.34	160.54		39
TOTAL	325.64	259.29	66.35	234

Sources:

Sidwell's Portico (mygisonline.com)

Moffat County Assessor's info and GIS

Date: 11/23/20

Exhibit 2-2: Subarea A Parcel Map

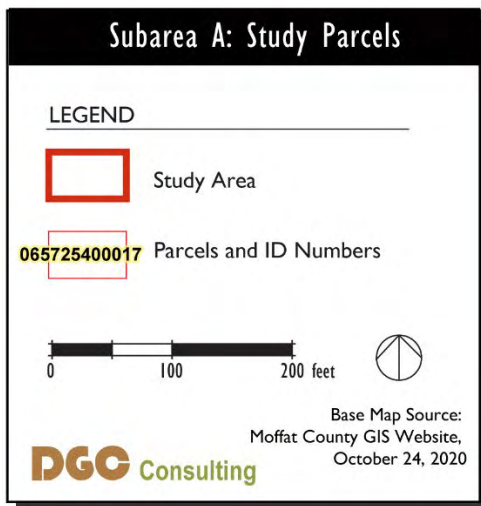


Exhibit 2-3: Subarea B Parcel Map



Exhibit 2-4: Subarea C Parcel Map

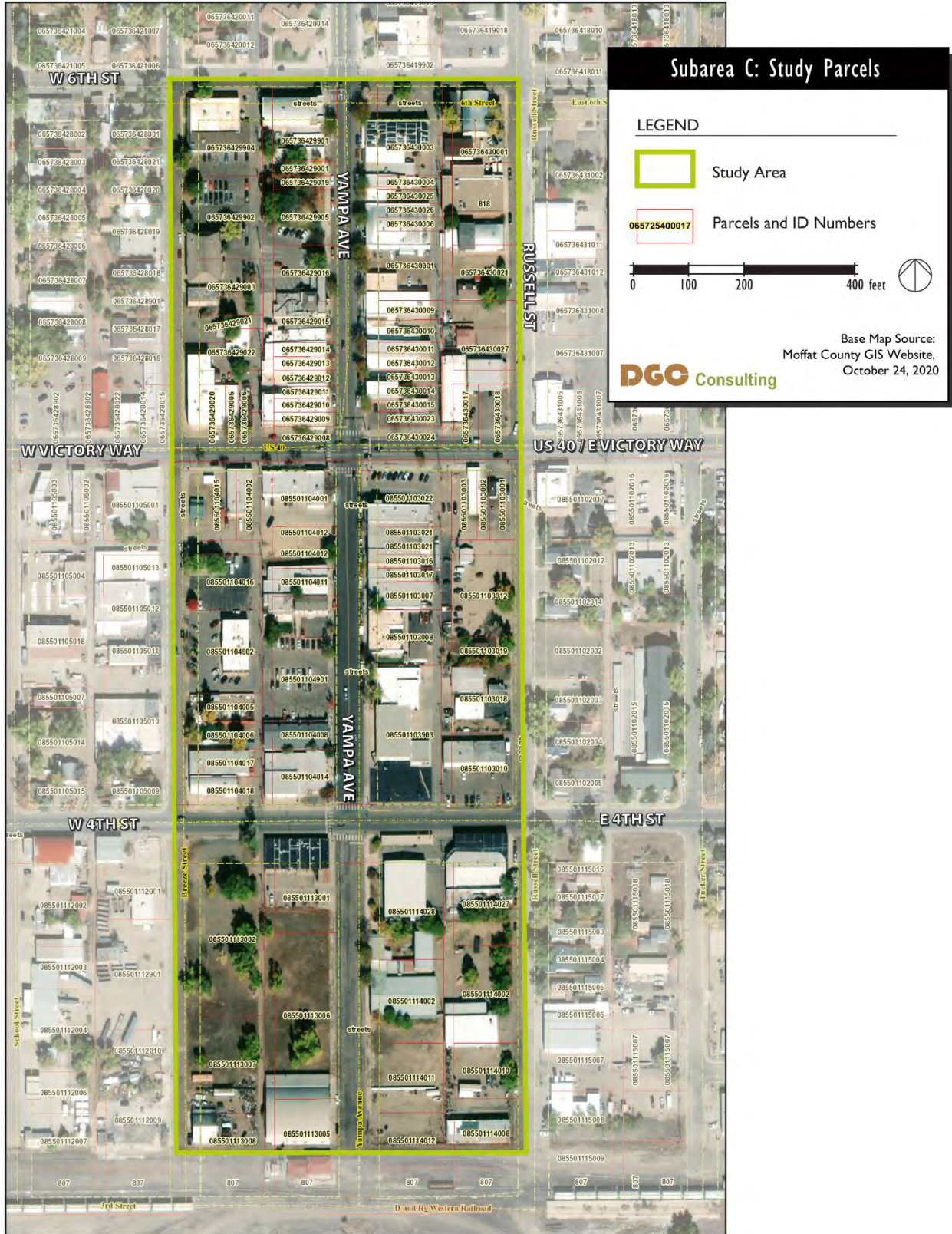


Exhibit 2-5: Subarea D Parcel Map

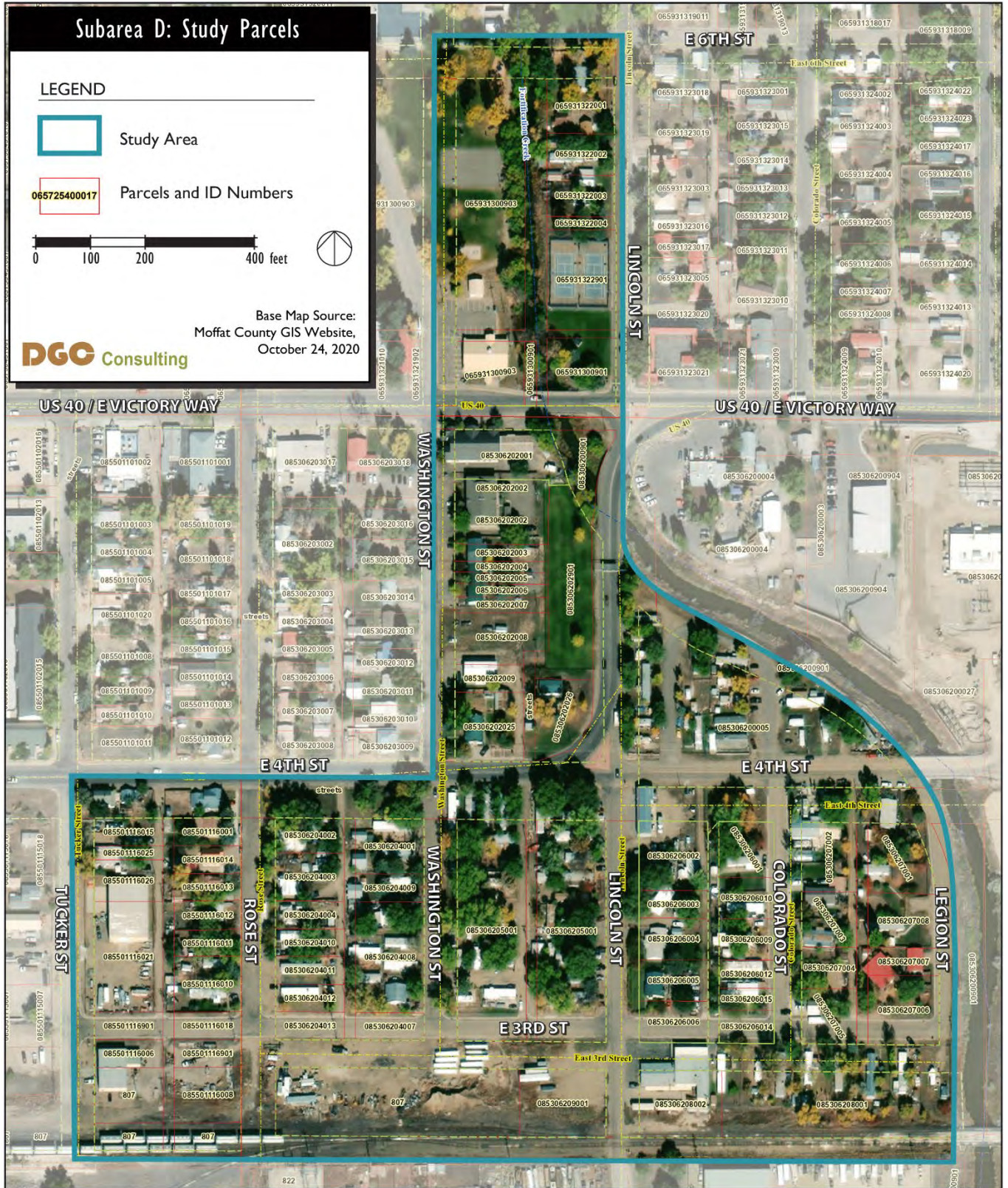
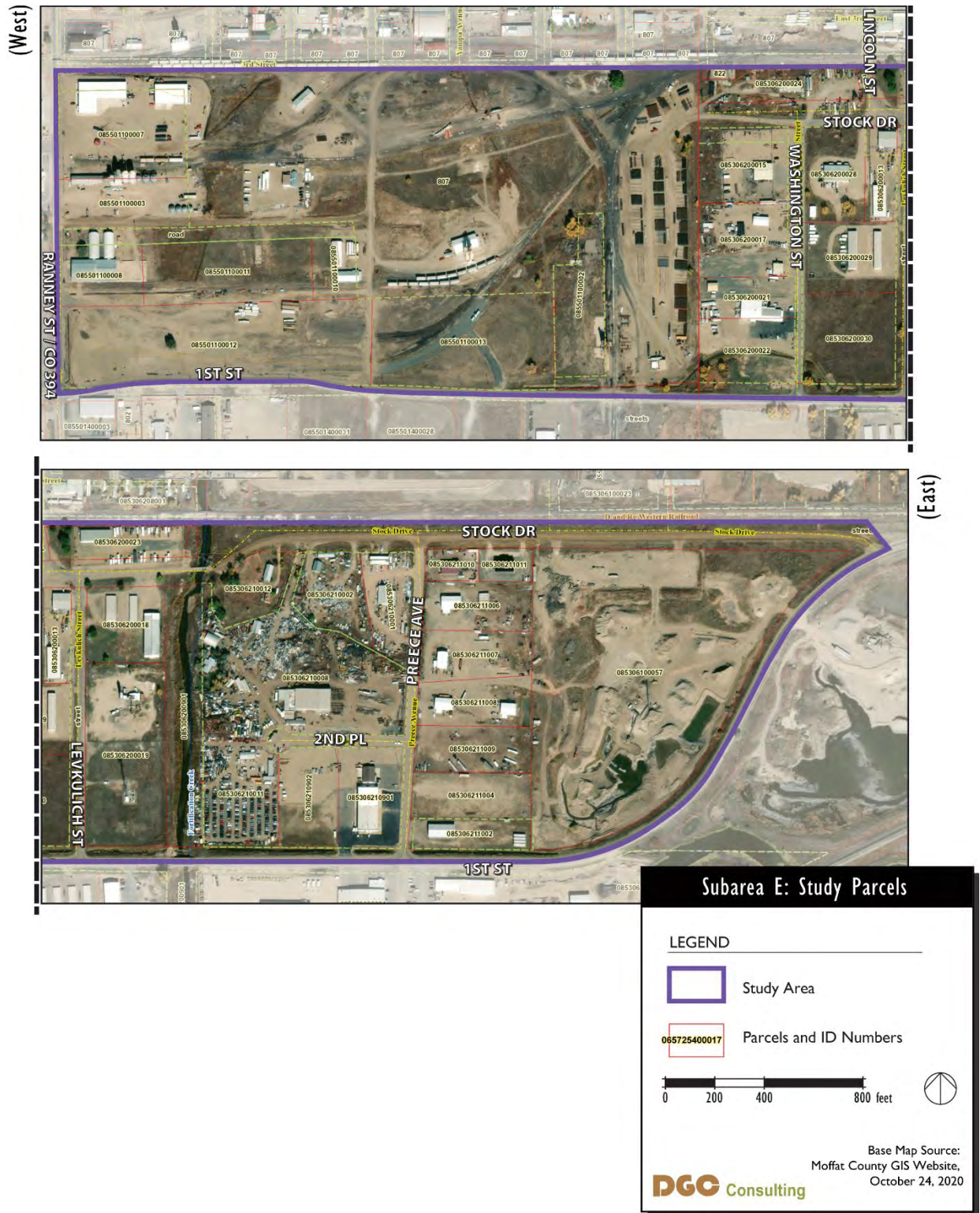


Exhibit 2-6: Subarea E Parcel Map



Streets and Utilities:

The City of Craig provides public streets, surface drainage, potable water, and wastewater services to the Study Area. The City provided a Street Inventory Report outlining street conditions within the City limits. Roads within the Study Area are rated “good.” The City also provided a report by SGM evaluating water and sewer infrastructure. Although there were 12 areas identified for replacement due to age or condition, none were within the Study Area. Telephone and telecommunications infrastructure in the Study Area are provided by private utilities and no deficiencies were identified.

Environmental:

No reports of environmental contamination were identified, and the City reported that there were no reports or studies of environmental conditions were on file.

Vacancy and Underutilization:

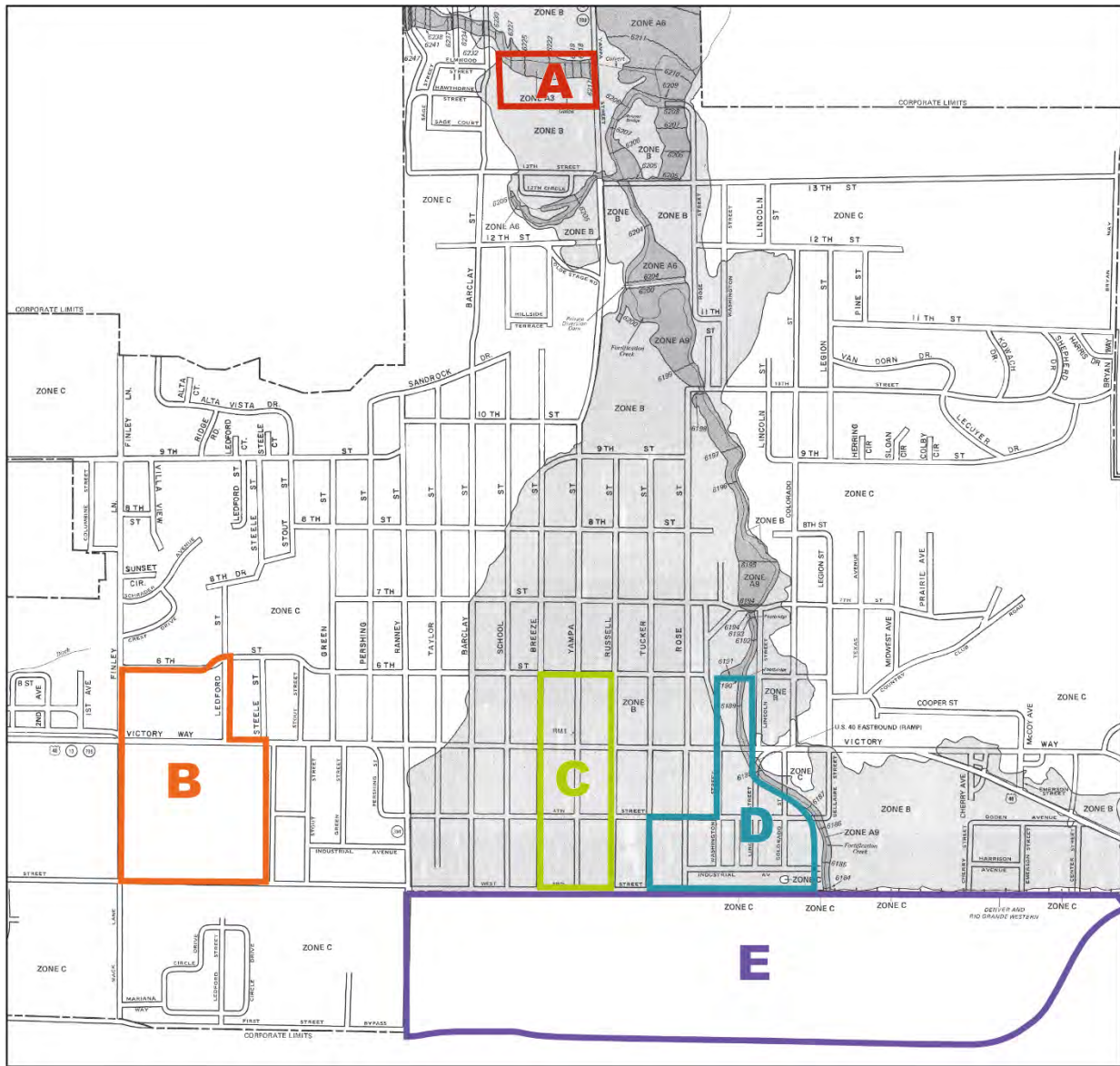
Subarea B includes a 90,000 SF shopping mall that is largely vacant and underutilized as is the former K-Mart building to the south. There is also significant vacant land or underutilized land in Subareas A, D and E. Taken together, this is evidence of substantial physical underutilization or vacancy of sites, buildings, or other improvements.

Flooding

The Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map for the city of Craig was reviewed for information regarding the location and extent of floodplains in the Study Area. According to Community-Panel Number 080119 0001 C (dated September 28, 1984), study Subareas A (North Yampa), C (Downtown), and E (City Park and Southern Neighborhood) are located in recognized floodplains.

A tributary to Fortification Creek runs along the northern boundary of Subarea A (North Yampa). Approximately half of the subarea is within the 100-year floodplain and the entire subarea is within the 500-year floodplain. Fortification Creek, which runs along the eastern boundary of Subarea E (City Park and Southern Neighborhood), also impacts Subarea E and C (Downtown). Portions of Subarea E lie within the 100-year floodplain and the remainder of Subarea E, as well as the entire Subarea C, are located within the 500-year floodplain. The FEMA floodplains and subareas are illustrated in Exhibit 2-7.

Exhibit 2-7: FEMA Flood Insurance Rate Map with Subareas



Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map, Community-Panel Number 080119 0001 C (dated September 28, 1984)

Fire

The City of Craig provides emergency services and fire protection with the City and Study Area. No fire or emergency incident information was available for this study and therefore, fire incidents were not considered as a blight factor.

Crime

The City of Craig provides public safety services for the City and Study Area. No crime incident information was available for this study and therefore, crime incidents were not considered as a blight factor.

2.3 Field Survey Approach

The physical site survey was conducted on October 9 and 10, 2020. The majority of the blight factors were addressed during the site visit – exceptions being those which were not considered or were analyzed through “desktop analysis” (see description below). Each observation of a blight factor observed during the field survey, as described in Section 1, was tallied on a survey matrix and documented with a photograph (which is cross referenced). The field survey information is summarized as follows:

- Locations of the observations and photographs are documented on an aerial photos for each survey subarea (Exhibits 3-1 to 3-5: Field Survey Photo Reference Maps). Note that the numbers on the aerial image reference numbered photos in the tables.
- The survey observations are summarized on Table 2-3: Study Area Observed Conditions Summary. A more detailed list of observations is included in Chapter 3. Note again the cross-referencing of numbered photos.
- The narrative is supplemented with relevant photographs that highlight the observations. A complete set of photographs is included in Chapter 3.

2.4 Desktop Analysis

In addition to the field survey, further analysis was performed in an office setting. This “desktop analysis” (D.A. on Table 2-8) included review of information provided by the City of Craig, Moffat Mapping and GIS, Moffat County Assessor, FEMA Flood Insurance Rate Maps, public domain aerial photography, and other documentation in order to comprehensively assess the existing conditions within the Study Area. The following factors were evaluated in the desktop analysis:

- b. Defective or inadequate street layout
- c. Faulty lot layout in relation to size, adequacy, accessibility, or usefulness
- k.5 The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements

2.5 Blight Factor Evaluation Criteria

DGC Community Planning and Design developed the following evaluation criteria for examination of the eleven blight factors (a through k.5). These criteria were evaluated during the field survey and review of available supplemental documentation during the desktop analysis. Each factor is noted with the methodology for analysis (field, desktop, or both).

a. Slum, deteriorating or deteriorated structures

Field survey efforts examining this factor focused on the general condition and level of deterioration of the existing building's exterior components, such as:

- Deteriorated exterior walls
- Deteriorated visible foundation/ incomplete demolition
- Deteriorated fascia, soffits, and/or eaves
- Deteriorated/ lack of gutters and/or downspouts
- Deteriorated exterior finishes
- Deteriorated windows or doors
- Deteriorated stairways and/or fire escapes
- Deteriorated loading dock areas and/or ramps
- Deteriorated barriers, walls, and/or railings
- Deteriorated ancillary structures
- Other (exposed electrical; deteriorated wall-mounted signage, wall lighting, HVAC, and/or equipment)

b. Predominance of defective or inadequate street layout

The analysis conducted for this blight factor evaluated the effectiveness or adequacy of the streets within the Study Area. Evaluation criteria in this section include:

- Poor vehicle access
- Poor internal circulation
- Substandard driveway definition and/or curb cuts
- Poor parking lot layout
- Other (poor street layout and access)

c. Faulty lot layout in relation to size, adequacy, accessibility, or usefulness

The analysis conducted for this blight factor evaluated the adequacy of the lot layout within the Study Area. Evaluation criteria in this section include:

- Faulty and/or irregular lot shape
- Faulty and/or irregular lot configuration
- Lack of access to a public street
- Inadequate lot size
- Other

d. Unsanitary or unsafe conditions

The presence of the following conditions could contribute to an unsafe or unsanitary environment within the Study Area and surrounding community:

- Poorly lit or unlit areas
- Cracked or uneven surfaces for pedestrians
- Poor drainage
- Insufficient grading or steep slopes
- Presence of trash and debris
- Presence of abandoned or inoperable vehicles
- Presence of hazardous materials or conditions
- Presence of vagrants, vandalism, and/or graffiti
- Other hazards present (unfenced storage of equipment/materials; unprotected electrical/utilities; unpaved bus stop; unsafe drop-off)

e. Deterioration of site or other improvements

This factor focuses on conditions that indicate the lack of general maintenance of a structure, site, or through the presence of these conditions, the environment that reduces the site's usefulness and desirability. The conditions are as follows:

- Deterioration or lack of parking lot or site pavement
- Deterioration or lack of site curb and gutter
- Deterioration or lack site sidewalks and pedestrian areas
- Deterioration or lack of outdoor lighting
- Deterioration or lack of site utilities
- Deterioration or lack of surface drainage facilities
- Inadequate site maintenance
- Non-conformance to site development regulations
- Deterioration of signage
- Other (deteriorated fencing, retaining wall; lack of curb stops)

f. Unusual topography or inadequate public improvements or utilities

This factor identifies key deficiencies in the off-site and on-site public infrastructure and topography within the Study Area, including:

- Poor site grading
- Deterioration of street pavement in right-of-way
- Deterioration or lack of curb and gutter in right-of-way
- Insufficient street lighting in right-of-way
- Presence of overhead utilities in right-of-way
- Deterioration or lack of sidewalks in right-of-way
- Deteriorated utilities in right-of-way
- Other (lack fall protection along creek; erosion of creek banks; undersized bridge)

g. Defective or unusual conditions of title rendering the title nonmarketable

Although this factor was not included in the scope of this study, it is typically evaluated through research and analysis of title documents and potential encumbrances. Existence of these criteria contributes to prolonged periods of vacancy and hinders redevelopment:

- Title conditions making the property unmarketable
- Other (easements and other encumbrances)

h. The existence of conditions that endanger life or property by fire or other causes

The presence of these criteria within the Study Area can endanger human lives and property:

- Structures in the floodplain
- Evidence of previous fire
- Inadequate emergency vehicle provisions
- Presence of dry debris adjacent to structures
- Hazardous materials near structures
- Dead trees/shrubs near high traffic areas or structures
- Other hazards present (unsafe level changes; unprotected propane tank; deteriorated external stairs)

i. Buildings which are unsafe or unhealthy for persons to live or work in because of building code violations, dilapidation, deterioration, defective design, physical construction, or faulty or inadequate facilities

The criteria for this factor are focused primarily on defective or dangerous conditions within the building envelope and generally require internal access to the structure for full assessment. No building or zoning code information was available for this study:

:

- Building code violations
- Public health concerns
- Dilapidated or deteriorated interior of building
- Defective design or physical construction
- Faulty or inadequate facilities
- Presence of mold
- Inadequate emergency egress provisions
- Evidence of recent flooding
- Unprotected electrical systems, wires, and/or gas lines
- Inadequate fire suppression systems
- Evidence of vagrants inside building
- Other (recreation vehicles used for permanent housing)

j. Environmental contamination of buildings or property

The presence of environmental contamination hinders redevelopment through added costs and is potentially hazardous to the surrounding community. These conditions are typically not evident through a visual field survey, but instead rely on documented findings from reports and studies. No environmental information was available for this study:

- Official documentation of environmental contamination
- Storage or evidence of hazardous materials
- Other evidence of environmental contamination

k.5 The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements

These additional criteria are typically not visible during a field survey, but could hinder redevelopment when present:

- High levels of vacancy
- High levels of municipal code violations
- High levels of vehicular accident reports
- High levels of requests for emergency services
- Other evidence of required high level of municipal services
- Other evidence of substantial physical underutilization

2.6 Results of the Study Area Analysis

The overall findings of the Study Area analysis are presented in this section. Table 2-3: Study Area Observed Conditions Summary tabulates the results of the field survey and desktop analysis and Figures 2-2 to 2-11 present representative photographs that illustrate field observations. A complete set of photographs that correlate by number with Reference Sheets is included in Exhibit 3-6.

After review of the eleven blight factors described in Colorado Urban Renewal Law, the following nine (9) factors were observed within the Study Area during the field survey or by subsequent desktop research and analysis:

- a. Slum, deteriorated, or deteriorating structures
- b. Defective or inadequate street layout
- c. Faulty lot layout in relation to size, adequacy, accessibility, or usefulness
- d. Unsanitary or unsafe conditions
- e. Deterioration of site or other improvements
- f. Unusual topography or inadequate public improvements or utilities
- h. The existence of conditions that endanger life or property by fire or other causes

- i. Buildings which are unsafe or unhealthy for persons to live or work in because of building code violations, dilapidation, deterioration, defective design, physical construction, or faulty or inadequate facilities
- k.5 The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements

Two (2) factors were not surveyed as part of this study:

- g. Defective or unusual conditions of title rendering the title nonmarketable
- j. Environmental contamination

a. Slum, deteriorated, or deteriorating structures – OBSERVED

There are existing dilapidated buildings located throughout all subareas of the Study Area. Based on an examination of building exteriors, these buildings had deteriorated exterior walls, windows and doors, architectural features, and finishes. Exterior loading docks, walls, fences and ancillary structures were also deteriorated. Much of this was due to the age of buildings, poor exterior condition, and in many cases, vacancy and lack of exterior maintenance. Taken as a whole, slum, deteriorated, and deteriorating structures were observed throughout the Study Area.

b. Predominance of defective or inadequate street layout – OBSERVED

Subarea A (North Yampa) and Subarea E (Southern Industrial Area) both exhibited instances of poor vehicle access and poor street layout and access, mainly due to faulty/irregular lot shapes. A lack of public streets extending into deep/large lots has resulted in several examples of private drives functioning as de facto public streets. Scattered throughout the Study Area there are occasional examples poor internal circulation and poor parking lot layout. In Subarea D (City Park and Southern Neighborhood) and Subarea E there is a lack of curb and gutter along the street right-of-way which contributes to substandard driveway definition. These observations are evidence of defective and inadequate street layout.

c. Faulty lot layout in relation to size, adequacy, accessibility, or usefulness – OBSERVED

As previously mentioned, Subarea A (North Yampa) and Subarea E (Southern Industrial Area) both exhibit faulty/irregular lot shapes. Subarea A had narrow, deep lots with little street frontage. One large rear lot lacks access to a public street. Subarea B has large, irregular lots, including a 42-acre lot owned by Union Pacific Railroad. The railroad property includes a private drive that is used as a primary access by neighboring property owners. These observations are evidence of faulty lot layout.

The industrial areas in the south part of Subarea D and most of Subarea E lack defined and paved streets. However, water and sewer mains and a partial natural gas line serve most of Subarea E. Therefore, the lack of a developed street system is evidence of the existence of inadequate public infrastructure in Subarea E.

d. Unsanitary or unsafe conditions - OBSERVED

Multiple examples were observed indicating unsanitary or unsafe conditions within all subareas of the Study Area. These include evidence of poor lighting; cracked or uneven surfaces for pedestrians; poor drainage; occasional grading issues; presence of trash and debris throughout; occasional evidence of vagrants and graffiti; unprotected electrical; unsafe level changes; and unfenced storage of vehicles, equipment, and materials. Together, these constitute unsanitary and unsafe conditions.

e. Deterioration of site or other improvements - OBSERVED

There is widespread deterioration of site improvements within all subareas of the Study Area. Site pavements are deteriorated or lacking entirely, there is a lack of curb and gutter, insufficient outdoor lighting, and deteriorated/lacking fencing. Many of the properties within the Study Area exhibit a lack of site maintenance. There are occasional examples of deteriorated/substandard site utilities, deteriorated/lack of surface drainage facilities, deteriorated signage, and lack of curb stops. These observations are evidence of deteriorated site improvements.

f. Unusual topography or inadequate public improvements or utilities – OBSERVED

Parcels within the Study Area are served by public and private utilities located in adjacent street rights-of-way and alleys. Water and sewer are provided by the City of Craig and are reported to be adequate. Natural gas is provided by ATMOS Energy, a private utility and electric power is provided by Yampa Valley Electric Association (YVEA). These services are reported to be adequate. Telecommunications are provided by private companies and are reported to be adequate.

Visible public improvements such as sidewalks, curb and gutter, and landscaping are absent in portions (or the entirety) of each subarea. Subarea A is along a rural highway. Subarea B (West Shopping Area) lacks sidewalks, paved bus stops, and in one instance even a usable shoulder, along West Victory Way/US 40. Sidewalks are also missing on all perimeter streets. In Subarea B (Downtown), sidewalks and an unpaved alley south of 4th Street are in poor condition. There are other scattered examples of missing downtown sidewalks, especially on east-west streets. Subarea D (City Park and Southern Neighborhood) lacks sidewalks nearly entirely and is in need of fall protection along the steep, eroded banks of Fortification Creek. Additionally, there are unpaved alleys and some street frontages lack curb and gutter, with the street pavement transitioning to unimproved gravel areas which are used for on-street parking. Subarea E (Southern Industrial Area) universally lacks curb and gutter, sidewalks, and street lighting. Moreover, 2nd Street and Stock Drive are unpaved, with Stock Drive also served by an undersized bridge over Fortification Creek. Together, these constitute inadequate public improvements or utilities.

g. Defective or unusual conditions of title rendering the title nonmarketable – Not Surveyed

h. The existence of conditions that endanger life or property by fire or other causes – OBSERVED

The field survey identified some Study Area parcels with debris and trash next to buildings that could cause fire; other hazardous materials or situations; dead trees and shrubs near buildings and high traffic areas; deteriorated external stairs/fire escapes; and unsafe level changes. Additionally, access by emergency vehicles is impeded by the unpaved roads/private drives and faulty lot layout/inadequate street layout in Subarea A (North Yampa Avenue) and E (Southern Industrial Area).

Flooding also poses a threat to life and property in Subarea A (North Yampa Avenue), Subarea C (Downtown), and Subarea D (City Park and Southern Neighborhood). According to the FEMA Flood Insurance Rate Map, all properties within Subareas A and D are within a 100-year or 500-year floodplain. All properties within Subarea C are within the 500-year floodplain. Taken together, these observations are evidence of conditions that endanger life or property by fire or other causes.

i. Buildings which are unsafe or unhealthy for persons to live or work in because of building code violations, dilapidation, deterioration, defective design, physical construction, or faulty or inadequate facilities – OBSERVED

The field survey included many buildings that were in poor repair. The photographs highlight buildings in each subarea with obvious code and safety violations such as exposed electrical, broken windows, and unprotected vertical drops. These buildings were also in poor repair or dilapidated and otherwise inadequate for current occupancy. Moreover, in Subarea D (City Park and Southern Neighborhood) there were numerous examples of recreation vehicles being used for fixed, permanent housing. Taken together, these observations are evidence of buildings which are unsafe or unhealthy for persons to live or work in because of building code violations, dilapidation, deterioration, defective design, physical construction, or faulty or inadequate facilities.

j. Environmental contamination of buildings or property – Not Surveyed

k.5. The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements – OBSERVED

During the site survey, many vacant buildings, parcels and parking lots were observed throughout the Study Area. In Subarea A (North Yampa Avenue) three of the four existing structures are vacant. Two lots have rows of former/vacant mobile pads and an additional lot is predominately undeveloped land. In Subarea B (West Shopping Area) there three large vacant stores: a former K-Mart, former Safeway, and a large inline retail space adjacent to the Safeway. Signage indicates that the Safeway closed 10/09/2013. The southern portion of Subarea C (Downtown) has a marked lack of activity relative to the blocks north of 4th Street. Several buildings appear empty or used as storage, and at least half the land area is vacant ground or unused/underutilized parking. Subarea D (City Park and Southern

Neighborhood) has some scattered vacant mobile home pad sites. It also has a large parcel between East 3rd Street and the Denver & Rio Grande Western Railroad tracks that is currently used for outdoor storage. Subarea E (Southern Industrial Area) has large amounts of vacant land east of Ranney St/CO-394 and within the Union Pacific Railroad property. There are three additional vacant properties east of Washington Street. Taken together, these conditions are evidence of substantial physical underutilization or vacancy of sites, buildings, or other improvements.

Table 2-8: Study Area Observed Conditions Summary

Craig Study Area Photographic/Desktop Analysis Reference Sheet			F.S.	D.A.
a.	SLUM, DETERIORATED OR DETERIORATING STRUCTURES	Deteriorated external walls/roof	●	
		Deteriorated visible foundation/incomplete demolition	●	
		Deteriorated fascia/soffits/eaves	●	
		Deteriorated/lack of gutters/downspouts	●	
		Deteriorated exterior finishes	●	
		Deteriorated windows and doors	●	
		Deteriorated stairways/fire escapes	●	
		Deteriorated loading dock areas/ramps	●	
		Deteriorated barriers/walls/railings	●	
		Deteriorated ancillary structures	●	
		Other (exposed electrical; det. signage, lighting, HVAC, equip.)	●	
b.	DEFECTIVE OR INADEQUATE STREET LAYOUT	Poor vehicle access	●	●
		Poor internal circulation	●	
		Substandard driveway definition/curbcuts	●	
		Poor parking lot layout	●	●
		Other (poor street layout and access)	●	
c.	FAULTY LOT LAYOUT	Faulty/irregular lot shape		●
		Faulty/irregular lot configuration		●
		Lack of access to a public street		●
		Inadequate lot size		
		Other		
d.	UNSANITARY OR UNSAFE CONDITIONS	Poorly lit or unlit areas	●	
		Cracked or uneven surfaces for pedestrians	●	
		Poor drainage	●	
		Insufficient grading or steep slopes	●	
		Presence of trash and debris	●	
		Abandoned/inoperable vehicles and equipment	●	
		Presence of potentially hazardous materials or conditions	●	
		Vagrants/vandalism/graffiti	●	
		Other (unfenced storage; unprotected elec./util.; unsafe drop)	●	
e.	DETERIORATION OF SITE OR OTHER IMPROVEMENTS	Deteriorated/lack of parking lot/site pavement	●	
		Deteriorated/lack of site curb and gutter	●	
		Deteriorated/lack of site sidewalks/pedestrian areas	●	
		Deteriorated/lack of outdoor lighting	●	
		Deteriorated/substandard/lack of site utilities	●	
		Deteriorated/lack of surface drainage facilities	●	
		Inadequate site maintenance	●	
		Non-conformance to site development regulations	●	
		Deterioration of signage	●	
		Other (deteriorated fencing, retaining wall; lack of curb stops)	●	

Note: Field Survey abbreviated *F.S.*, Desktop Analysis abbreviated *D.A.*, Not Surveyed abbreviated *N.S.*

Source: DGC Consulting field survey and Google Earth

Table 2-8: (continued)

Craig Study Area Photographic/Desktop Analysis Reference Sheet			F.S.	D.A.
f.	UNUSUAL TOPOGRAPHY OR INADEQUATE PUBLIC IMPROVEMENTS OR UTILITIES	Poor site grading	•	
		Deteriorated/lack of street pavement in right-of-way	•	
		Deteriorated/lack of curb and gutter in right-of-way	•	
		Insufficient street lighting in right-of-way	•	
		Unsafe overhead utilities in right-of-way	•	
		Deteriorated/inadequate/lack of sidewalks in right-of-way	•	
		Deteriorated/unsafe utilities in the right-of-way	•	
	Other (lack fall protection; erosion of creek; undersized bridge)	•		
g.	DEFECTIVE OR UNUSUAL TITLE CONDITIONS	Title conditions making the property unmarketable	NS	NS
		Other (easements and other encumbrances)	NS	NS
h.	THE EXISTENCE OF CONDITIONS THAT ENDANGER LIFE OR PROPERTY BY FIRE OR OTHER CAUSES	Structures in the floodplain	•	•
		Evidence of previous fire	•	
		Inadequate emergency vehicle provisions	•	
		Presence of dry debris adjacent to structures	•	
		Hazardous materials near structures/fire hazard	•	
		Dead trees/shrubs near high traffic areas	•	
	Other (unsafe level changes; propane tank; deteriorated stairs)	•		
i.	BUILDINGS THAT ARE UNSAFE / UNHEALTHY FOR PERSONS TO LIVE / WORK IN BECAUSE OF BUILDING CODE VIOLATIONS, DILAPIDATION, DETERIORATION, DEFECTIVE DESIGN, PHYSICAL CONSTRUCTION, OR FAULTY OR INADEQUATE FACILITIES	Building code violations	•	
		Public health concerns	•	
		Dilapidated or deteriorated interior of building		
		Defective design or physical construction		
		Faulty or inadequate facilities		
		Presence of mold		
		Inadequate emergency egress provisions		
		Evidence of recent flooding		
		Unprotected electrical systems/wires/gas lines		
		Inadequate fire suppression systems		
	Evidence of vagrants inside building			
	Other (recreation vehicles used for permanent housing)	•		
j.	ENVIRONMENTAL CONTAMINATION	Official documentation of contamination		•
		Storage or evidence of hazardous materials		
		Other evidence of environmental contamination		
k.5	REQUIRES HIGH LEVELS OF MUNICIPAL SERVICES OR SITES/ BUILDINGS/ IMPROVEMENTS UNDERUTILIZED/ VACANT	High levels of vacancy	•	•
		High levels of municipal code violations		
		High levels of vehicular accident reports		
		High levels of requests for emergency services		
		Other evidence of required high level of municipal services		
	Other evidence of substantial physical underutilization			

Note: Field Survey abbreviated F.S., Desktop Analysis abbreviated D.A., Not Surveyed abbreviated N.S.

Source: DGC Consulting field survey and Google Earth



Figure 2-1 Subarea A, Example 1

Deteriorated external walls/roof; incomplete demolition; deteriorated fascia/soffits/eaves; lack of gutters/downspouts; deteriorated exterior finishes; deteriorated windows; presence of trash and debris; inoperable vehicles; potentially hazardous conditions; lack of outdoor lighting; inadequate site maintenance; structure in the floodplain; building code violations, public health concerns (Photo A7)



Figure 2-2 Subarea A, Example 2

Poor vehicle access; poorly lit/unlit area; presence of trash and debris; lack of site pavement; lack of site curb and gutter; lack of outdoor lighting; deteriorated/substandard site utilities; inadequate site maintenance; deteriorated fencing; high levels of vacancy (Photo A11)



Figure 2-3 Subarea B, Example 1

Deteriorated exterior finishes; deteriorated doors; deteriorated barriers/walls; deteriorated wall lighting; deteriorated HVAC; poorly lit area; cracked/uneven surfaces for pedestrians; poor drainage; presence of trash and debris; potentially hazardous conditions; deteriorated site pavement; lack of site curb and gutter; lack of surface drainage facilities; inadequate site maintenance; lack of sidewalks in the right-of-way; high levels of vacancy (Photo B2)



Figure 2-4 Subarea B, Example 2

Deteriorated windows and doors; deteriorated barriers/railings; deteriorated parking lot/site pavement; inadequate site maintenance; high levels of vacancy (Photo B12)



Figure 2-5 Subarea C, Example 1

Deteriorated external walls/roof; lack of gutters/downspouts; deteriorated exterior finishes; deteriorated windows and doors; deteriorated ancillary structures; exposed electrical; presence of trash and debris; abandoned/inoperable vehicles and equipment; potentially hazardous conditions; unfenced storage of equipment/materials; lack of site pavement; lack of site curb and gutter; inadequate site maintenance; structures in the floodplain (Photo C8)



Figure 2-6 Subarea C, Example 2

Deteriorated fascia/soffits/eaves; deteriorated exterior finishes; deteriorated windows and doors; deteriorated stairway/fire escape; deteriorated barriers/railings; deteriorated signage; cracked/uneven surfaces for pedestrians; presence of trash and debris; unsafe drop-off; inadequate site maintenance; structure in the floodplain (Photo C24)



Figure 2-7 Subarea D, Example 1

Deteriorated external walls; deteriorated exterior finishes; inoperable vehicle; substandard site utilities; non-conformance to side development regulations; lack of curb and gutter in right-of-way; lack of sidewalks in the right-of-way; structures in floodplain; public health concerns; recreation vehicle used for permanent housing (Photo D10)



Figure 2-8 Subarea D, Example 2

Poor internal circulation; substandard driveway definition/curbcuts; poor parking lot layout; poorly lit/unlit area; cracked or uneven surface for pedestrians; presence of trash and debris; abandoned/inoperable vehicles and equipment; potentially hazardous materials or conditions; unfenced storage; lack of site pavement; lack of site curb and gutter; lack of outdoor lighting; lack of surface drainage facilities; inadequate site maintenance; poor grading; insufficient street lighting in right-of-way; lack of sidewalks in the right-of-way; structures in the floodplain (Photo D31)



Figure 2-9 Subarea E, Example 1

Deteriorated visible foundation; deteriorated exterior finishes; deteriorated loading dock areas/ramps; lack of barriers/railings; deteriorated equipment; poor vehicle access; poor street layout; poorly lit/unlit area; cracked/uneven surfaces for pedestrians; presence of trash and debris; abandoned/inoperable equipment; potentially hazardous conditions; graffiti; unprotected electrical; lack of site pavement; lack of outdoor lighting; inadequate site maintenance; poor grading; unsafe level changes; high levels of vacancy (Photo E12)



Figure 2-10 Subarea E, Example 2

Deteriorated external walls/roof; deteriorated fascia/soffits/eaves; lack of gutters/downspouts; deteriorated exterior finishes; deteriorated windows and doors; deteriorated ancillary structures; presence of trash and debris; abandoned/inoperable vehicles; lack of site pavement; deteriorated site utilities; inadequate site maintenance; deteriorated fencing; lack of street pavement in the right-of-way; lack of curb and gutter in the right-of-way; insufficient street lighting in the right-of-way; lack of sidewalks in the right-of-way; high levels of vacancy (Photo E22)

3. Summary of Findings and Conclusions

3.1 Findings

Within the Study Area, the field survey and desktop analysis identified fifty-five (55) different conditions representing nine (9) different factors that contribute to a finding of blight. Specific examples and photo documentation from the field survey/desktop analysis is documented on Exhibits 3-1 to 3-5: Field Survey Photo Reference Maps and Tables 3-1 to 3-5: Reference Sheets. A complete set of survey photographs by study subarea is included in Exhibit 3-6.

The blight factors and conditions observed are listed below:

a. Slum, deteriorating or deteriorated structures

- Deteriorated exterior walls
- Deteriorated visible foundation/ incomplete demolition
- Deteriorated fascia, soffits, and/or eaves
- Deteriorated/ lack of gutters and/or downspouts
- Deteriorated exterior finishes
- Deteriorated windows or doors
- Deteriorated stairways and/or fire escapes
- Deteriorated loading dock areas and/or ramps
- Deteriorated barriers, walls, and/or railings
- Deteriorated ancillary structures
- Other (exposed electrical; deteriorated wall-mounted signage, wall lighting, HVAC, and/or equipment)

b. Predominance of defective or inadequate street layout

- Poor vehicle access
- Poor internal circulation
- Substandard driveway definition and/or curb cuts
- Poor parking lot layout
- Other (poor street layout and access)

c. Faulty lot layout in relation to size, adequacy, accessibility, or usefulness

- Faulty and/or irregular lot shape
- Faulty and/or irregular lot configuration
- Lack of access to a public street

d. Unsanitary or unsafe conditions

- Poorly lit or unlit areas

- Cracked or uneven surfaces for pedestrians
- Poor drainage
- Insufficient grading or steep slopes
- Presence of trash and debris
- Presence of abandoned or inoperable vehicles
- Presence of hazardous materials or conditions
- Presence of vagrants, vandalism, and/or graffiti
- Other hazards present (unfenced storage of equipment/materials; unprotected electrical/utilities; unpaved bus stop; unsafe drop-off)

e. Deterioration of site or other improvements

- Deterioration or lack of parking lot or site pavement
- Deterioration or lack of site curb and gutter
- Deterioration or lack site sidewalks and pedestrian areas
- Deterioration or lack of outdoor lighting
- Deterioration or lack of site utilities
- Deterioration or lack of surface drainage facilities
- Inadequate site maintenance
- Non-conformance to site development regulations
- Deterioration of signage
- Other (deteriorated fencing, retaining wall; lack of curb stops)

f. Unusual topography or inadequate public improvements or utilities

- Poor site grading
- Deterioration of street pavement in right-of-way
- Deterioration or lack of curb and gutter in right-of-way
- Insufficient street lighting in right-of-way
- Deterioration or lack of sidewalks in right-of-way
- Deteriorated utilities in right-of-way
- Other (lack fall protection along creek; erosion of creek banks; undersized bridge)

g. Defective or unusual conditions of title rendering the title nonmarketable

- NOT SURVEYED

h. The existence of conditions that endanger life or property by fire or other causes

- Structures in the floodplain
- Inadequate emergency vehicle provisions
- Presence of dry debris adjacent to structures
- Dead trees/shrubs near high traffic areas or structures
- Other hazards present (unsafe level changes; unprotected propane tank; deteriorated external stairs)

- i. Buildings which are unsafe or unhealthy for persons to live or work in because of building code violations, dilapidation, deterioration, defective design, physical construction, or faulty or inadequate facilities**
 - Building code violations
 - Public health concerns
 - Other (recreation vehicles used for permanent housing)
- j. Environmental contamination of buildings or property**
 - NOT SURVEYED
- k.5 The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements**
 - High levels of vacancy or site utilization

3.2 Conclusions

It is the conclusion of this Conditions Study that the Craig Study Area, in its present condition and use, meets the conditions of a blighted area as defined by Colorado Urban Renewal Law. By reason of the presence of factors identified in the Urban Renewal Law and as documented in this report, the City of Craig City Council may find that the Study Area substantially impairs or arrests the sound growth of Colorado Springs, retards the provision of housing accommodations, or constitutes an economic or social liability, and is a menace to the public health, safety, morals and welfare.

Per Urban Renewal Law, conditions in the Study Area must constitute at least four of the factors indicative of a blighted area, and at least five factors if eminent domain is to be used. As described in this report, the following nine (9) factors were extensively observed in the Study Area:

- a. Slum, deteriorated, or deteriorating structures
- b. Defective or inadequate street layout
- c. Faulty lot layout in relation to size, adequacy, accessibility, or usefulness
- d. Unsanitary or unsafe conditions
- e. Deterioration of site or other improvements
- f. Unusual topography or inadequate public improvements or utilities
- h. The existence of conditions that endanger life or property by fire or other causes
- i. Buildings which are unsafe or unhealthy for persons to live or work in because of building code violations, dilapidation, deterioration, defective design, physical construction, or faulty or inadequate facilities

- k.5 The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements

The blight factors observed are documented on Exhibits 3-1 to 3-5: Field Survey Photo Reference Maps and Tables 3-1 to 3-5: Reference Sheets. A complete set of survey photographs is included in Exhibit 3-6: Field Survey Photographs Subareas A - E.

Exhibit 3-1: Field Survey Photo-Reference Map (Subarea A)



Subarea A: Photo Locations

LEGEND

-  Study Area
-  Photo Identifier and Location

0 100 200 feet 

Base Map Source:
Moffat County GIS Website,
October 24, 2020

DGC Consulting

Exhibit 3-2: Field Survey Photo-Reference Map (Subarea B)



Exhibit 3-3: Field Survey Photo-Reference Map (Subarea C)



Exhibit 3-4: Field Survey Photo-Reference Map (Subarea D)

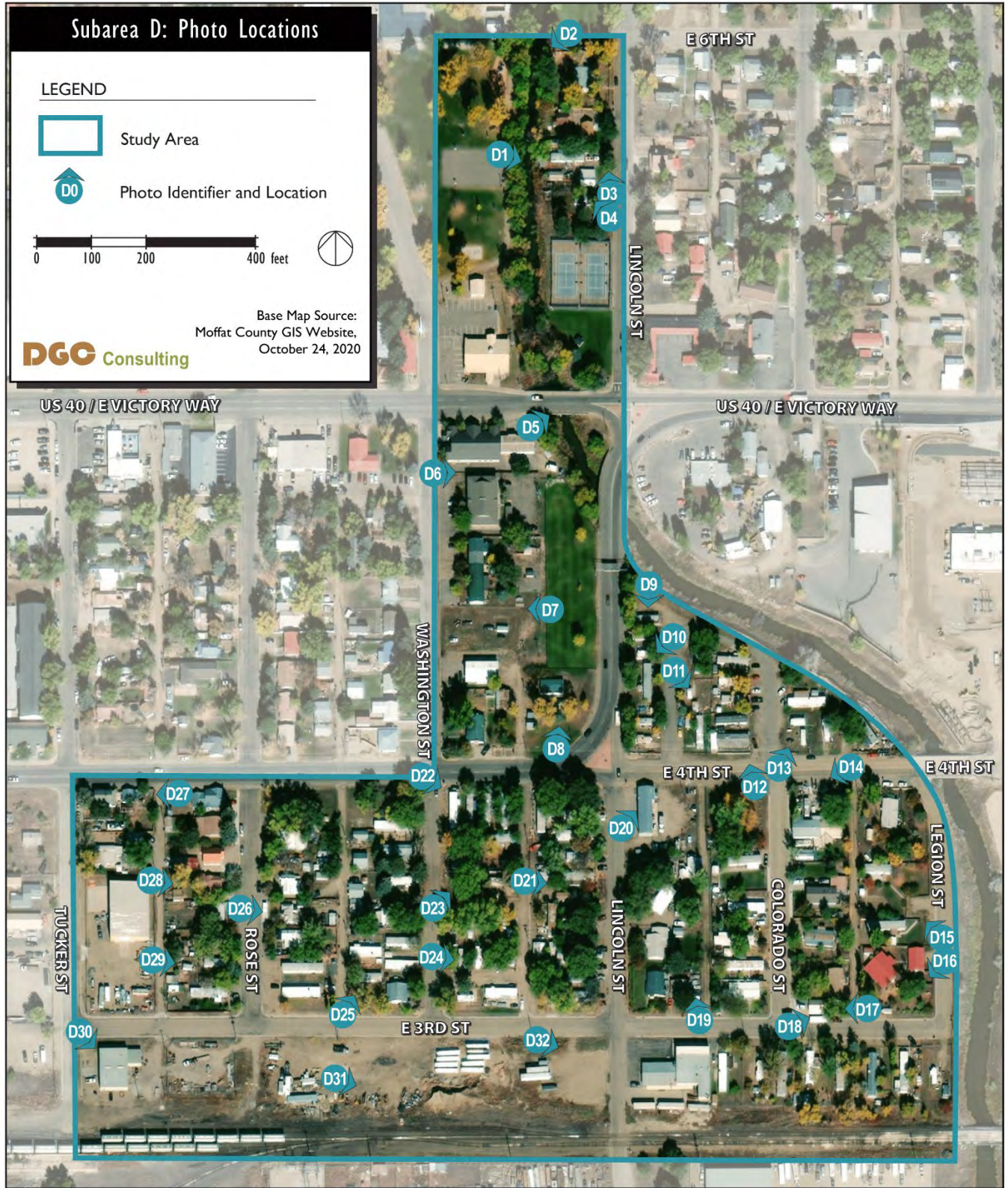


Exhibit 3-5: Field Survey Photo-Reference Map (Subarea E)

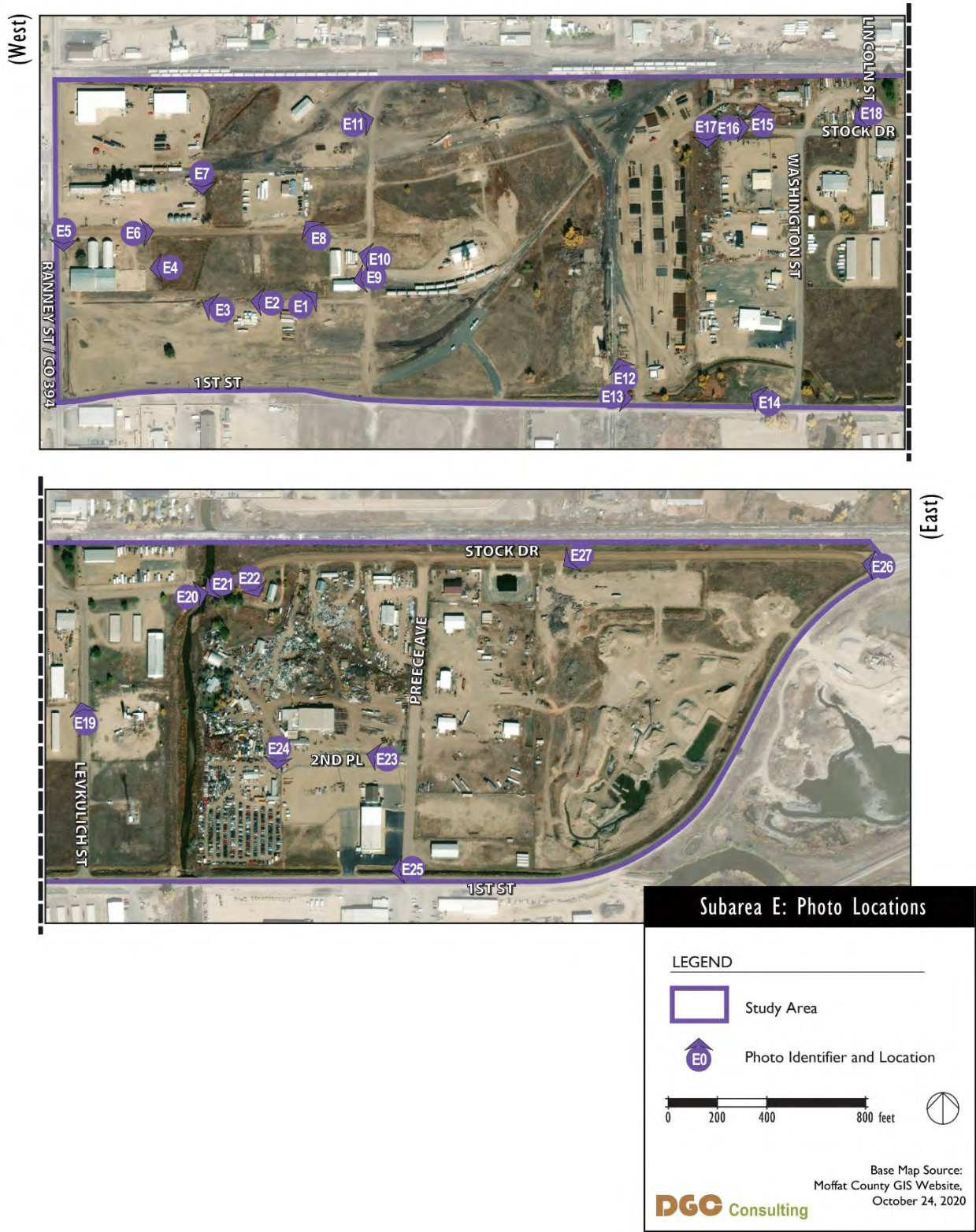


Table 3-1: Subarea A Reference Sheet

Subarea A			1	2	3	4	5	6	7	8	9	10	11	12	
a.	SLUM, DETERIORATED OR DETERIORATING STRUCTURES	Deteriorated external walls/roof	•			•	•	•	•						
		Deteriorated visible foundation/incomplete demolition									•				
		Deteriorated fascia/soffits/eaves	•				•	•	•	•					
		Deteriorated/lack of gutters/downspouts	•				•	•	•	•					
		Deteriorated exterior finishes				•	•	•	•	•					
		Deteriorated windows and doors	•				•	•	•	•				•	
		Deteriorated stairways/fire escapes													
		Deteriorated loading dock areas/ramps													
		Deteriorated barriers/walls/gates/railings				•									
		Deteriorated ancillary structures			•		•								
		Other (exposed electrical)					•	•	•						
b.	DEFECTIVE OR INADEQUATE STREET LAYOUT	Poor vehicle access										•	•	•	
		Poor internal circulation													
		Substandard driveway definition/curbs/cuts			•									•	
		Poor parking lot layout													
		Other (poor street layout and access)												•	
c.	FAULTY LOT LAYOUT	Faulty/irregular lot shape	DESKTOP ANALYSIS												
		Faulty/irregular lot configuration													
		Lack of access to a public street													
		Inadequate lot size													
		Other													
d.	UNSANITARY OR UNSAFE CONDITIONS	Poorly lit or unit areas	•			•	•	•	•			•	•	•	
		Cracked or uneven surfaces for pedestrians													
		Poor drainage			•										
		Insufficient grading or steep slopes											•		
		Presence of trash and debris	•	•	•	•	•	•	•	•	•	•	•	•	
		Abandoned/inoperable vehicles and equipment												•	
		Presence of potentially hazardous materials or conditions					•	•	•	•	•	•			
		Vagrants, vandalism, graffiti, and/or pests													
		Other hazards present (unfenced storage of equipment/materials)			•	•	•	•							
e.	DETERIORATION OF SITE OR OTHER IMPROVEMENTS (SITE)	Deteriorated/lack of parking lot/site pavement	•	•	•	•	•				•	•	•	•	
		Deteriorated/lack of site curb and gutter										•	•	•	
		Deteriorated/lack of site sidewalks/pedestrian areas	•	•	•	•								•	
		Deteriorated/lack of outdoor lighting	•			•	•	•	•	•	•	•	•	•	
		Deteriorated/substandard/lack of site utilities												•	
		Deteriorated/lack of surface drainage facilities	•	•											
		Inadequate site maintenance													
		Non-conformance to site development regulations	•	•	•	•	•	•	•	•	•	•	•	•	
		Deterioration of signage													
		Other (deteriorated fencing/walls, lack of curb stops)	•	•											
f.	UNUSUAL TOPOGRAPHY OR INADEQUATE PUBLIC IMPROVEMENTS OR UTILITIES (ROW)	Poor site grading											•		
		Deteriorated/lack of street pavement in right-of-way													
		Deteriorated/lack of curb and gutter in right-of-way			•	•									
		Insufficient street lighting in right-of-way													
		Unsafe overhead utilities in right-of-way													
		Deteriorated/inadequate/lack of sidewalks in right-of-way			•	•									
		Deteriorated/unsafe utilities in the right-of-way			•	•									
		Other													
g.	DEFECTIVE OR UNUSUAL TITLE CONDITIONS	Title conditions making the property unmarketable	NOT SURVEYED												
		Other (easements and other encumbrances)													
h.	THE EXISTENCE OF CONDITIONS THAT ENDANGER LIFE OR PROPERTY BY FIRE OR OTHER CAUSES	Structures in the floodplain	•	•	•	•	•	•	•	•	•				
		Evidence of previous fire													
		Inadequate emergency vehicle provisions													
		Presence of dry debris adjacent to structures													
		Hazardous materials near structures/fire hazard													
		Dead trees/shrubs near high traffic areas													
Other hazards present (unsafe level changes)			•												
i.	BUILDINGS THAT ARE UNSAFE / UNHEALTHY FOR PERSONS TO LIVE / WORK IN BECAUSE OF BUILDING CODE VIOLATIONS, DILAPIDATION, DETERIORATION, DEFECTIVE DESIGN, PHYSICAL CONSTRUCTION, OR FAULTY OR INADEQUATE FACILITIES	Building code violations	•			•	•	•	•						
		Public health concerns	•			•	•	•	•						
		Dilapidated or deteriorated interior of building													
		Defective design or physical construction													
		Faulty or inadequate facilities													
		Presence of mold													
		Inadequate emergency egress provisions													
		Evidence of recent flooding													
		Unprotected electrical systems/wires/gas lines													
		Inadequate fire suppression systems													
		Evidence of vagrants inside building													
Other															
j.	ENVIRONMENTAL CONTAMINATION	Official documentation of contamination	NOT SURVEYED												
		Storage or evidence of hazardous materials													
		Other evidence of environmental contamination													
k.5	REQUIRES HIGH LEVELS OF MUNICIPAL SERVICES OR SITES/ BUILDINGS/ IMPROVEMENTS UNDERUTILIZED/ VACANT	High levels of vacancy	•			•	•	•	•			•	•		
		High levels of municipal code violations													
		High levels of vehicular accident reports													
		High levels of requests for emergency services													
		Other evidence of required high level of municipal services													
		Other evidence of substantial physical underutilization													

Note: Desktop Analysis is abbreviated as D.A., Not Surveyed is abbreviated N.S.

Source: DGC Consulting field survey and Google Earth

Table 3-3: Subarea C Reference Sheet

Subarea C			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35			
a.	SLUM, DETERIORATED OR DETERIORATING STRUCTURES	Deteriorated external walls/roof	•	•						•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•		
		Deteriorated visible foundation/incomplete demolition		•																																				
		Deteriorated fascia/soffits/eaves		•																																				
		Deteriorated/lack of gutters/downspouts	•	•																																				
		Deteriorated exterior finishes	•	•	•																																			
		Deteriorated windows and doors	•	•	•																																			
		Deteriorated stairways/fire escapes		•	•																																			
		Deteriorated loading dock areas/ramps																																						
		Deteriorated barriers/walls/gates/railings																																						
		Deteriorated ancillary structures																																						
		Other (exposed electrical: deteriorated wall-mounted lighting, signage)																																						
b.	DEFECTIVE OR INADEQUATE STREET LAYOUT	Poor vehicle access																																						
		Poor internal circulation																																						
		Substandard driveway definition/curbcuts																																						
		Poor parking lot layout																																						
		Other																																						
c.	FAULTY LOT LAYOUT	Faulty/irregular lot shape																																						
		Faulty/irregular lot configuration																																						
		Lack of access to a public street																																						
		Inadequate lot size																																						
		Other																																						
d.	UNSANITARY OR UNSAFE CONDITIONS	Poorly lit or unlit areas																																						
		Cracked or uneven surfaces for pedestrians																																						
		Poor drainage																																						
		Insufficient grading or steep slopes																																						
		Presence of trash and debris																																						
		Abandoned/inoperable vehicles and equipment																																						
		Presence of potentially hazardous materials or conditions																																						
		Vagrants, vandalism, graffiti, and/or pests																																						
		Other (unfenced storage of equipment/materials: unsafe drop-off)																																						
		e.	DETERIORATION OF SITE OR OTHER IMPROVEMENTS (SITE)	Deteriorated/lack of parking lot/site pavement																																				
Deteriorated/lack of site curb and gutter																																								
Deteriorated/lack of site sidewalks/pedestrian areas																																								
Deteriorated/lack of outdoor lighting																																								
Deteriorated/substandard/lack of site utilities																																								
Deteriorated/lack of surface drainage facilities																																								
Inadequate site maintenance																																								
Non-conformance to site development regulations																																								
Deterioration of signage																																								
Other (deteriorated fencing, retaining walls)																																								
f.	UNUSUAL TOPOGRAPHY OR INADEQUATE PUBLIC IMPROVEMENTS OR UTILITIES (ROW)	Poor site grading																																						
		Deteriorated/lack of street pavement in right-of-way																																						
		Deteriorated/lack of curb and gutter in right-of-way																																						
		Insufficient street lighting in right-of-way																																						
		Unsafe overhead utilities in right-of-way																																						
		Deteriorated/inadequate/lack of sidewalks in right-of-way																																						
		Deteriorated/unsafe utilities in the right-of-way																																						
		Other																																						
g.	DEFECTIVE OR UNUSUAL TITLE CONDITIONS	Title conditions making the property unmarketable	NOT SURVEYED																																					
		Other (easements and other encumbrances)	NOT SURVEYED																																					
h.	THE EXISTENCE OF CONDITIONS THAT ENDANGER LIFE OR PROPERTY BY FIRE OR OTHER CAUSES	Structures in the floodplain	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•		
		Evidence of previous fire																																						
		Inadequate emergency vehicle provisions																																						
		Presence of dry debris adjacent to structures																																						
		Hazardous materials near structures/fire hazard																																						
		Dead trees/shrubs near high traffic areas																																						
		Other hazards present (deteriorated external stairs)																																						
i.	BUILDINGS THAT ARE UNSAFE / UNHEALTHY FOR PERSONS TO LIVE / WORK IN BECAUSE OF BUILDING CODE VIOLATIONS, DILAPIDATION, DETERIORATION, DEFECTIVE DESIGN, PHYSICAL CONSTRUCTION, OR FAULTY OR INADEQUATE FACILITIES	Building code violations	NOT SURVEYED																																					
		Public health concerns	NOT SURVEYED																																					
		Dilapidated or deteriorated interior of building	NOT SURVEYED																																					
		Defective design or physical construction	NOT SURVEYED																																					
		Faulty or inadequate facilities	NOT SURVEYED																																					
		Presence of mold	NOT SURVEYED																																					
		Inadequate emergency egress provisions	NOT SURVEYED																																					
		Evidence of recent flooding	NOT SURVEYED																																					
		Unprotected electrical systems/wires/gas lines	NOT SURVEYED																																					
		Inadequate fire suppression systems	NOT SURVEYED																																					
		Evidence of vagrants inside building	NOT SURVEYED																																					
Other	NOT SURVEYED																																							
j.	ENVIRONMENTAL CONTAMINATION	Official documentation of contamination	NOT SURVEYED																																					
		Storage or evidence of hazardous materials	NOT SURVEYED																																					
		Other evidence of environmental contamination	NOT SURVEYED																																					
k.5	REQUIRES HIGH LEVELS OF MUNICIPAL SERVICES OR SITES/ BUILDINGS/ IMPROVEMENTS UNDERUTILIZED/ VACANT	High levels of vacancy																																						
		High levels of municipal code violations																																						
		High levels of vehicular accident reports																																						
		High levels of requests for emergency services																																						
		Other evidence of required high level of municipal services																																						
		Other evidence of substantial physical underutilization																																						

Note: Desktop Analysis is abbreviated as D.A., Not Surveyed is abbreviated N.S.

Source: DGC Consulting field survey and Google Earth

Table 3-4: Subarea D Reference Sheet

Table 3-5: Subarea E Reference Sheet

Subarea E			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27			
a.	SLUM, DETERIORATED OR DETERIORATING STRUCTURES	Deteriorated external walls/roof																														
		Deteriorated visible foundation/incomplete demolition																														
		Deteriorated fascia/soffits/eaves																														
		Deteriorated/lack of gutters/downspouts																														
		Deteriorated exterior finishes																														
		Deteriorated windows and doors																														
		Deteriorated stairway/fire escapes																														
		Deteriorated loading dock areas/ramps																														
		Deteriorated barriers/walls/gates/railings																														
		Deteriorated ancillary structures																														
Other (deteriorated equipment, wall-mounted signage)																																
b.	DEFECTIVE OR INADEQUATE STREET LAYOUT	Poor vehicle access																														
		Poor internal circulation																														
		Substandard driveway definition/curbcuts																														
		Poor parking lot layout																														
Other (poor street layout and access)																																
c.	FAULTY LOT LAYOUT	Faulty/irregular lot shape	DESKTOP ANALYSIS																													
		Faulty/irregular lot configuration	DESKTOP ANALYSIS																													
		Lack of access to a public street	DESKTOP ANALYSIS																													
		Inadequate lot size	DESKTOP ANALYSIS																													
		Other	DESKTOP ANALYSIS																													
d.	UNSANITARY OR UNSAFE CONDITIONS	Poorly lit or unlit areas																														
		Cracked or uneven surfaces for pedestrians																														
		Poor drainage																														
		Insufficient grading or steep slopes																														
		Presence of trash and debris																														
		Abandoned/inoperable vehicles and equipment																														
		Presence of potentially hazardous materials or conditions																														
		Vagrants, vandalism, graffiti, and/or pests																														
		Other (unfenced storage, unprotected electrical)																														
		e.	DETERIORATION OF SITE OR OTHER IMPROVEMENTS (SITE)	Deteriorated/lack of parking lot/site pavement																												
Deteriorated/lack of site curb and gutter																																
Deteriorated/lack of site sidewalks/pedestrian areas																																
Deteriorated/lack of outdoor lighting																																
Deteriorated/substandard/lack of site utilities																																
Deteriorated/lack of surface drainage facilities																																
Inadequate site maintenance																																
Non-conformance to site development regulations																																
Deterioration of signage																																
Other (deteriorated fencing; lack of curb stops)																																
f.	UNUSUAL TOPOGRAPHY OR INADEQUATE PUBLIC IMPROVEMENTS OR UTILITIES (ROW)	Poor site grading																														
		Deteriorated/lack of street pavement in right-of-way																														
		Deteriorated/lack of curb and gutter in right-of-way																														
		Insufficient street lighting in right-of-way																														
		Unsafe overhead utilities in right-of-way																														
		Deteriorated/inadequate/lack of sidewalks in right-of-way																														
		Deteriorated/unsafe utilities in the right-of-way																														
Other (undersized bridge)																																
g.	DEFECTIVE OR UNUSUAL TITLE CONDITIONS	Title conditions making the property unmarketable	NOT SURVEYED																													
		Other (easements and other encumbrances)	NOT SURVEYED																													
h.	THE EXISTENCE OF CONDITIONS THAT ENDANGER LIFE OR PROPERTY BY FIRE OR OTHER CAUSES	Structures in the floodplain																														
		Evidence of previous fire																														
		Inadequate emergency vehicle provisions																														
		Presence of dry debris adjacent to structures																														
		Hazardous materials near structures/fire hazard																														
		Dead trees/shrubs near high traffic areas																														
i.	BUILDINGS THAT ARE UNSAFE / UNHEALTHY FOR PERSONS TO LIVE / WORK IN BECAUSE OF BUILDING CODE VIOLATIONS, DILAPIDATION, DETERIORATION, DEFECTIVE DESIGN, PHYSICAL CONSTRUCTION, OR FAULTY OR INADEQUATE FACILITIES	Other hazards present (unsafe level changes)																														
		Building code violations																														
		Public health concerns																														
		Dilapidated or deteriorated interior of building																														
		Defective design or physical construction																														
		Faulty or inadequate facilities																														
		Presence of mold																														
		Inadequate emergency egress provisions																														
		Evidence of recent flooding																														
		Unprotected electrical systems/wires/gas lines																														
Inadequate fire suppression systems																																
j.	ENVIRONMENTAL CONTAMINATION	Evidence of vagrants inside building																														
		Other																														
k.5	REQUIRES HIGH LEVELS OF MUNICIPAL SERVICES OR SITES/BUILDINGS/IMPROVEMENTS UNDERUTILIZED/ VACANT	Official documentation of contamination	NOT SURVEYED																													
		Storage or evidence of hazardous materials	NOT SURVEYED																													
		Other evidence of environmental contamination	NOT SURVEYED																													
		High levels of vacancy																														
		High levels of municipal code violations																														
k.5	REQUIRES HIGH LEVELS OF MUNICIPAL SERVICES OR SITES/BUILDINGS/IMPROVEMENTS UNDERUTILIZED/ VACANT	High levels of vehicular accident reports																														
		High levels of requests for emergency services																														
		Other evidence of required high level of municipal services																														
		Other evidence of substantial physical underutilization																														

Note: Desktop Analysis is abbreviated as D.A., Not Surveyed is abbreviated N.S.

Source: DGC Consulting field survey and Google Earth

Exhibit 3-6: Field Survey Photographs Subareas A - E



A1



A2



A3



A4



A5



A6



A7



A8



A9



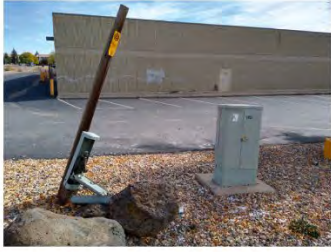
A10



A11



A12



B1



B2



B3



B4



B5



B6



B7



B8



B9



B10



B11



B12



B13



B14



B15



B16



B17



B18



B19



B20



B21



B22



B23



B24



B25



B26



C1



C2



C3



C4



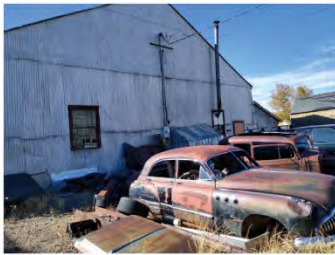
C5



C6



C7



C8



C9



C10



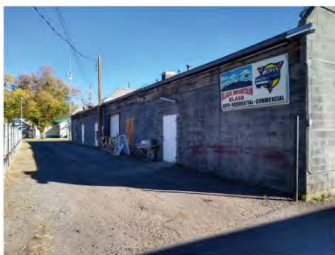
C11



C12



C13



C14



C15



C16



C17



C18



C19



C20



C21



C22



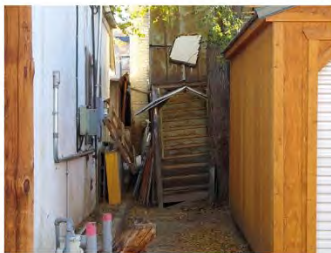
C23



C24



C25



C26



C27



C28



C29



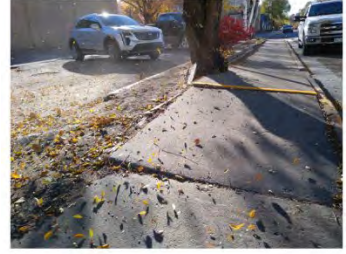
C30



C31



C32



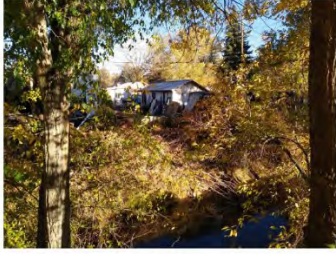
C33



C34



C35



D1



D2



D3



D4



D5



D6



D7



D8



D9



D10



D11



D12



D13



D14



D15



D16



D17



D18



D19



D20



D21



D22



D23



D24



- D25



- D26



- D27



D28



D29



D30



D31



D32



E1



E2



E3



E4



E5



E6



E7



E8



E9



E10



E11



E12



E13



E14



E15



E16



E17



E18



E19



E20



E21



E22



E23



E24



E25



E26



E27

Appendix A

Sources Consulted

1. State of Colorado Statutes Urban Renewal Law § 31-25-101:
http://www.state.co.us/gov_dir/leg_dir/olls/colorado_revised_statutes.htm
2. Google Earth aerial mapping (2020)
3. Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map for the city of Craig, Community-Panel Number 080119 0001 C (dated September 28, 1984).
4. Craig Colorado Municipal Code (https://library.municode.com/co/craig/codes/municipal_code)
5. City of Craig website (<https://www.ci.craig.co.us/>) 2020
6. Mapping and GIS imagery provided by City of Craig/Moffat County GIS contractor from Moffatt County website 2020
7. Moffatt County Assessor website (<https://moffatcounty.colorado.gov/>) 2020
8. Resolution No. 7 (2003) - A Resolution Adopting the Moffat County/City of Craig Master Plan by the City of Craig
9. Moffat County/City of Craig Master Plan and related maps (2003)
10. Craig Parks, Recreation, Open Space and Trails Master Plan (Draft), November 6, 2018
11. Moffat County Comprehensive Economic Development Strategy (CEDS) September 2016 to September 2021
12. Sewer, Water and Gas map diagrams – City of Craig (undated)
13. Street Inventory Report – City of Craig (undated)

Appendix B

Parcels Surveyed

The Study Area includes 234 privately and publicly-owned parcels totaling 255 acres, plus public right-of-way for a total of 326 acres. Assessor's information is summarized on the following Appendix Tables B-1 through B-5.

Table B-1: Subarea A Parcels Surveyed

Parcel No.	Site Address	Owner	Area (Acres)	Area (Acres)
R005756		FEDDE, NORMAN & CAROL FAM TRUST &	1.95	
R005757	1430 YAMPA AVE	BAYSINGER, JEFFREY D &	0.38	
R005702	1386 YAMPA AVE	PELL, LYNETTE ALMA	2.03	
065725400019	1420-1470 YAMPA AVE	FEDDE, NORMAN	4.72	
		SUBTOTAL		9.08

Table B-2: Study Area B Parcels Surveyed

Parcel No.	Site Address	Owner	Area (Acres)	Area (Acres)
085501207004	435 MACK LN	MOFFAT COUNTY NATIONAL BANK	2.10	
085501209002	305 MACK LN	RAFTOPOULOS RENTALS III LLC	0.51	
085501209001	1280 INDUSTRIAL AVE	JAZ FINANCIAL MANAGEMENT LLC	1.23	
085501200902	960 W VICTORY WAY	FIRST CHRISTIAN CHURCH OF CRAIG	7.10	
085501200031	INDUSTRIAL AVE	FIRST CHRISTIAN CHURCH OF CRAIG	1.25	
085501207003	1298 W VICTORY WAY	KAMA INVESTMENTS LLC	0.69	
085501200025	1280 W VICTORY WAY	HOLLAND REAL ESTATE, LLC	1.35	
085501206007	1080 W VICTORY WAY	MCDONALDS CORPORATION 005/0069	0.92	
085501206001	1070 W VICTORY WAY	COL-CRAIG REALTY COMPANY	0.63	
085501208002	1294 W 4TH ST	MCLESLIE, CHRISTOPHER W &	0.50	
085501208005		MITCHELL, JAMES JEFFERY & KATHLEEN C	0.75	
819		UNION TELEPHONE COMPANY, INC.	0.49	
085501200029		CRAIG RURAL FIRE PROTECTION DISTRICT	3.04	
085501200030	990 INDUSTRIAL AVE	D&S LANES, LLC	1.52	
065736317004	1005 W VICTORY WAY	RCJ REALTY HOLDINGS LLC	0.64	
065736317003	1103 W VICTORY WAY	LAFF, KENNETH M & CRAIG RESTAURANTS LTD	0.97	
065736317001	1111 W VICTORY WAY	JB CAPITAL LLC	1.34	
065736317001	1111 W VICTORY WAY	JB CAPITAL LLC	5.40	
065736317002	1295 W VICTORY WAY	YAMPA VALLEY MEDICAL CENTER	4.15	
085501200026	1198 W VICTORY WAY	GFI-CRAIG II INVESTMENTS LTD PARTNERSHIP	9.29	
085501200027		GRA II, LTD	1.72	
		SUBTOTAL		45.60

Table B-3: Subarea C Parcels Surveyed (cont'd, 1/3)

Parcel No.	Site Address	Owner	Area (Acres)	Area (Acres)
085501113008	301 BREEZE ST	KOLBABA, GREGG	0.29	
085501104902	439 BREEZE ST	COLORADO WEST ASSET MANAGEMENT, LLC	0.43	
065736430027	530 RUSSELL ST	DOWNING, JERRY L & JUDY A REVOCABLE	0.22	
065736430021	552 RUSSELL ST	TUCCI, MICHAEL TRUST	0.29	
065736429003	555 BREEZE ST	RAFTOPOULOS RENTALS I LLC	0.29	
085501113007	BREEZE ST	JOHNSTON, SUSAN F ET AL	0.50	
085501114010	350 RUSSELL ST	CLAYPOOLE, TANNER C	0.29	
807	148 S RANNEY ST	UNION PACIFIC RAILROAD CORP.	0.14	
807	148 S RANNEY ST	UNION PACIFIC RAILROAD CORP.	0.14	
085501104016	469 BREEZE ST	MCKEY, NOEL KIRK	0.29	
085501103012	470 RUSSELL ST	UE INVESTMENTS LLC	0.43	
065736429904	595 BREEZE ST	MOFFAT COUNTY	0.29	
065736430002	26 E 6TH ST	KLOOS INVESTMENTS LLC	0.05	
065736430001	580 RUSSELL ST	BRESNAN COMMUNICATIONS, LLC	0.17	
818		QWEST CORPORATION	0.42	
065736429902		CITY OF CRAIG	0.43	
065736429020	43 W VICTORY WAY	CRAIG LODGE BPO ELKS #1577	0.14	
065736429005	33 W VICTORY WAY	JEFFCOAT, LANE &	0.07	
065736429006	29 W VICTORY WAY	KUNC, J & K FAMILY TRUST	0.07	
065736429024	25 W VICTORY WAY	BOSS, ANGELA	0.04	
065736430017	29 E VICTORY WAY	GREAT NORTHWEST INVESTMENTS LLC	0.14	
065736430018	37 E VICTORY WAY	CRAMER, TOM A &	0.20	
085501104015	30 W VICTORY WAY	GORDON, IDA	0.22	
085501104002	24 W VICTORY WAY	GARCIA, DENA G	0.14	
085501103003		YOUNG, RANDY R	0.14	
085501103002	34 E VICTORY WAY	YOUNG, RANDY R	0.07	
085501103001	40 E VICTORY WAY	SINK-O-G LLC	0.14	
085501103019	444 RUSSELL ST	MCKENZIE, CHRISTINA	0.14	
085501103018	424 RUSSELL ST	MADSEN, JOHN A JR &	0.35	
085501104005	425 BREEZE ST	D GRIFFITH PROPERTIES, LLC	0.14	
085501104006	423 BREEZE ST	MATHERS, STACEY S &	0.14	
085501103010	75 E 4TH ST	STEWART, RALPH E &	0.37	
085501113002	353 BREEZE ST	WAGNER RANCHES LLC	0.79	
085501114027	80 E 4TH ST	GEE HAW LIMITED LLC	0.43	
085501114002	351 YAMPA AVE	YAMPA PLAZA LLC	0.50	
085501114008	300 RUSSELL ST	UE INVESTMENTS LLC	0.36	
065736429021	537 BREEZE ST	NCM HOLDINGS LLC	0.11	
065736429022	531 BREEZE ST	NCM HOLDINGS LLC	0.18	
085501104017	417 BREEZE ST	MATHERS, THOMAS J &	0.14	
085501104018	405 BREEZE ST	KERNEN, KEVIN	0.14	

Table B-3: Subarea C Parcels Surveyed (cont'd 2/3)

Parcel No.	Site Address	Owner	Area (Acres)	Area (Acres)
065736429023		ASHER ISAIAH, LLC	0.03	
085501104011	466 YAMPA AVE	LOCAL INVESTMENTS LLC	0.14	
085501103017	465 YAMPA AVE	ETZLER, BRETT S &	0.07	
085501103007	457 YAMPA AVE	UE INVESTMENTS LLC	0.14	
085501104010	458 1/2 YAMPA AVE	CORTNER, MARVIN D &	0.11	
085501104009	458 YAMPA AVE	JDDJ LIMITED LLC	0.11	
085501103008	449 YAMPA AVE	S5 PROPERTIES LLC	0.29	
065736429905	YAMPA AVE	CITY OF CRAIG	0.29	
065736430025	575 YAMPA AVE	FLEETWOOD, DONNA L	0.07	
065736429015	538 YAMPA AVE	GUESS, HARLEY K	0.22	
065736430009	541 YAMPA AVE	YOUNG, ERIC &	0.10	
065736430010	535 YAMPA AVE	HLC ENTERPRISES LLC	0.11	
065736430026	571 YAMPA AVE	FLEETWOOD, DONNA L	0.07	
065736430006	565 YAMPA AVE	DIXON, PAUL &	0.07	
065736430901	555 YAMPA AVE	COMMUNITY BUDGET CENTER INC	0.36	
065736429016	546-556 YAMPA AVE	CITY OF CRAIG	0.29	
085501114011		YAMPA PLAZA, LLC	0.36	
807	148 S RANNEY ST	UNION PACIFIC RAILROAD CORP.	0.14	
807	148 S RANNEY ST	UNION PACIFIC RAILROAD CORP.	0.14	
085501114012		ROBINSON, JAMES C &	0.29	
085501103016	469 YAMPA AVE	SKOWRONSKI, NANCY G	0.07	
065736429014	530 YAMPA AVE	TYSER, RICHARD JAMES &	0.07	
065736430011	529 YAMPA AVE	VILLARD, CLAIR KEVIN &	0.07	
065736429901	590 YAMPA AVE	MOFFAT COUNTY	0.22	
065736430003	583 YAMPA AVE	B7CRAIG LLC	0.29	
065736429001	584 YAMPA AVE	KELLER, PAUL &	0.07	
065736429019	576 YAMPA AVE	LOCAL INVESTMENTS LLC	0.07	
065736430004	577 YAMPA AVE	ELYSIAN FIELDS LLC	0.07	
065736429013	524 YAMPA AVE	ZHANG, LING YAN	0.07	
065736430012	525 YAMPA AVE	DAVIS, RUSSELL E & ELIZABETH A	0.07	
065736429012	520 YAMPA AVE	ZHANG, LING YAN	0.08	
065736430013	523 YAMPA AVE	DOWNING, JERRY L & JUDY A REVOCABLE	0.07	
065736430014	519 YAMPA AVE	BEASON, RODNEY E &	0.07	
065736429011	518 YAMPA AVE	GRIGGS, NATTIEL	0.06	
065736429010	512 YAMPA AVE	LONDON STREET PROPERTIES LTD	0.07	
065736430015	515 YAMPA AVE	TERRILL & CO LLC	0.07	

Table B-3: Subarea C Parcels Surveyed (cont'd 3/3)

Parcel No.	Site Address	Owner	Area (Acres)	Area (Acres)
065736429023		ASHER ISAAH, LLC	0.03	
065736429009	508 YAMPA AVE	ASHER ISAAH, LLC	0.07	
065736430023	509 YAMPA AVE	SAUER, KEVIN	0.07	
065736429008	502 YAMPA AVE	VICTORY WAY DEVELOPMENT LLC	0.12	
065736430024	11 E VICTORY WAY	2474 PATTERSON ROAD LLC	0.12	
085501104001	2 W VICTORY WAY	VICTORY PLAZA LLC	0.29	
085501104012	476 YAMPA AVE	BUTLER, ALEXANDRA	0.22	
085501104901	444 YAMPA AVE	CITY OF CRAIG	0.43	
085501103903	431 YAMPA AVE	CRAIG RURAL FIRE PROTECTION DISTRICT	0.72	
085501104008	420 YAMPA AVE	MATHERS, THOMAS J	0.14	
085501104014	406 YAMPA AVE	D GRIFFITH PROPERTIES, LLC	0.29	
085501113001	390 YAMPA AVE	MISSISSIPPI ER SERVICES LLC &	0.36	
085501114028	20 E 4TH ST	GOLDEN STREAM INVESTMENTS LLC	0.50	
085501113006	340 YAMPA AVE	YAMPA PLAZA LLC	0.86	
085501114002	351 YAMPA AVE	YAMPA PLAZA LLC	0.43	
085501113005	308 YAMPA AVE	ROBINSON, JAMES C &	0.36	
085501103021	473 YAMPA AVE	LONDON STREET PROPERTIES LTD	0.14	
085501103022	487 YAMPA AVE	NORTHWEST COLORADO VISITING NURSE ASSO	0.29	
		SUBTOTAL		20.15

Table B-4: Study Area D Parcels Surveyed (cont'd 1/3)

Parcel No.	Site Address	Owner	Area	Area
065931322003	558 LINCOLN ST	MORA, ROBERT L JR &	0.21	
065931322004	552 LINCOLN ST	ARNOLD, ELINOR L	0.07	
065931322901		CITY OF CRAIG	0.52	
085306202001	408 E VICTORY WAY	DURAN, JIMMY T &	0.40	
085306202007	457 WASHINGTON ST	MADSEN, CASEY JEAN	0.11	
085306202008	WASHINGTON ST	RAFTOPOULOS RENTALS III LLC	0.34	
085306202009	425 WASHINGTON ST	STAMMLER, RAINER	0.14	
085306202026	E 4TH ST	OLSEN, T MARK &	0.30	
085306202025	405 E 4TH ST	SMITH, KENNETH G &	0.36	
065931300903	419 E VICTORY WAY	VFW POST 4265 SAMUEL HAVENGA JR	1.31	
065931322001	586 LINCOLN ST	MILLER, CHRISTOPHER NOAH	0.28	
065931322002	576 LINCOLN ST	COOKSTON, DIANE	0.21	

Table B-4: Study Area D Parcels Surveyed (cont'd 2/3)

Parcel No.	Site Address	Owner	Area
085306202002	485 WASHINGTON ST	JAY & JAY PROPERTIES LLC	0.46
085306202901		CITY OF CRAIG	0.63
085306202003	479 WASHINGTON ST	ZARAGOZA, RICARDO &	0.12
085306202004	471 WASHINGTON ST	CHEATHAM, DIANA L	0.08
085306202005	469 WASHINGTON ST	RICKERBY, GWENDOLYN A	0.08
085306202006	463 WASHINGTON ST	NCM HOLDINGS LLC	0.09
065931300901		CITY OF CRAIG	0.35
065931300901		CITY OF CRAIG	0.05
065931300903	419 E VICTORY WAY	VFW POST 4265 SAMUEL HAVENGA JR	0.33
065931300905		CDOT	0.01
085306206014	338 COLORADO ST	QUEZADA, LAZARO	0.14
085306204011	353 ROSE ST	JAMES, TERRY JOE	0.14
085306207004	353 COLORADO ST	BUSTAMANTE, GUADALUPE LOPEZ	0.17
085306207007	356 LEGION ST	MCINTYRE, BETTY FAMILY TRUST	0.15
085306206005	355 LINCOLN ST	MOYA, SHERI G	0.22
085306206012	350 COLORADO ST	DORLAND, DONALD &	0.11
085306207006	340 LEGION ST	CROMER, JOHN A	0.37
085306207005	341 COLORADO ST	ANDERSON, DAVID A	0.23
085306206006	343 LINCOLN ST	CIANI, DEBORAH &	0.22
085306204007	334 WASHINGTON ST	BELTON, LAWRENCE MATTHEW & CHRISTY SH	0.14
807	148 S RANNEY ST	UNION PACIFIC RAILROAD CORP.	1.26
085306204002	395 ROSE ST	COMBS, CHANDRA N	0.18
085306204001	390 WASHINGTON ST	LOPEZ, DANIEL J MOLINA ETAL	0.29
085306205001	430 E 4TH ST	GIVE THANKS LLC	1.15
085306205001	430 E 4TH ST	GIVE THANKS LLC	1.15
085306206002	391 LINCOLN ST	BAYSINGER, GARY D	0.36
085306206001	394 COLORADO ST	MCINTYRE, BETTY FAMILY TRUST	0.23
085306207002	610 E 4TH ST	ESSEX, GEORGE R LIVING TRUST	0.29
085306207001	634 E 4 ST	KAMA INVESTMENTS LLC	0.31
085306204003	381 ROSE ST	BERTRAM, WILLIAM T	0.25
085306204009	380 WASHINGTON ST	SHB RENTALS LLC	0.14
085306206010	374 COLORADO ST	MCINTYRE, BETTY FAMILY TRUST	0.17
085501116010	348 ROSE ST	SHEVELAND, GARY &	0.28
807	148 S RANNEY ST	UNION PACIFIC RAILROAD CORP.	0.14
807	148 S RANNEY ST	UNION PACIFIC RAILROAD CORP.	0.14
085306209001	270 LINCOLN ST	BAYSINGER, GARY D &	0.44

Table B-4: Study Area D Parcels Surveyed (cont'd 3/3)

Parcel No.	Site Address	Owner	Area	Area
085306208002	291 LINCOLN ST	BAYSINGER, GARY D &	0.42	
085306208001	520 E 3RD ST	MOYA, SHERI GALE	1.20	
085306200005	601 E 4TH ST	COLEMAN, MICHAEL &	2.04	
085501116901		CITY OF CRAIG	0.14	
085501116018	334 ROSE ST	VILLA, ARTURO	0.14	
085501116006	315 TUCKER STREET	MOFFAT MINE SERVICE, INC	0.14	
085306206003	371 LINCOLN ST	PARKER, LAURA L	0.14	
085306204004	373 ROSE ST	CULLEN, CHRISTINA	0.14	
085306204008	340-360 WASHINGTON ST	GRAF, MICHAEL & JODI LIVING TRUST	0.57	
085306207003	367 COLORADO ST	MCINTYRE, BETTY FAMILY TRUST	0.23	
085306207008	370 LEGION ST	MCINTYRE, BETTY FAMILY TRUST	0.29	
085306206004	365 LINCOLN ST	MOYA, SHERI G	0.22	
085306204010	363 ROSE ST	MEDRANO, ALEJANDRO &	0.14	
085306206009	354 COLORADO ST	BRONSON, CHARLES & AMBER	0.17	
085501116015	395 TUCKER ST	WEIS, JAMES A	0.14	
085501116014	384 ROSE ST	SCHUESSLER, MAURY DEAN	0.14	
085501116021	371 TUCKER ST	SMITH, BRADFORD M	0.57	
085501116012	366 ROSE ST	EARLEY, WILLIAM L	0.15	
085501116011	358 ROSE ST	MEDRANO, ALEJANDRO &	0.13	
085501116901		CITY OF CRAIG	0.14	
807	148 S RANNEY ST	UNION PACIFIC RAILROAD CORP.	0.29	
085501116008	310 ROSE ST	MOFFAT MINE SERVICE, INC	0.28	
085306204012	345 ROSE ST	GRAF, MICHAEL & JODI LIVING TRUST	0.14	
085306204013	341 ROSE ST	GRAF, MICHAEL & JODI LIVING TRUST	0.14	
085501116013	374 ROSE ST	PALMER, MICHAEL J	0.14	
085501116001	390 ROSE ST	ALCANTAR, GLADIS	0.14	
085306206015	344 COLORADO ST	FABELA, RICARDO PAEZ	0.09	
085501116026	385 TUCKER STREET	MEDRANO, ALEJANDRO &	0.22	
085501116025	385 TUCKER STREET	WEIS, JAMES A	0.07	
		SUBTOTAL		23.92

Table B-5: Study Area E Parcels Surveyed

Parcel No.	Site Address	Owner	Area (Acres)	Area (Acres)
085306211011	1040 STOCK DR	RAFTOPOULOS, STEVE G & ANTONIA G REV TRUS	0.67	
085306211006	194 PREECE AVE	LEVKULICH, FRANK TRUST	2.01	
085306200022	383 E 1ST ST	BROTHERS PROPERTIES LLC	2.34	
085306211010	216 PREECE DR	RIO RO MO LAND COMPANY, LLC	0.65	
085306200030	WASHINGTON ST	NORMAN, ANDREA D	3.16	
085306200021	411 E 1ST ST	BROTHERS PROPERTIES LLC	1.49	
085501100011		GULER, PETER & KATHLEEN	3.92	
085501100012		FRONTIER ASSOCIATED PROPERTIES, LLC	9.77	
085501100010	198 BREEZE ST	GULER, PETER & KATHLEEN	1.02	
085501100008		CRAIG WOOL WAREHOUSE, LLC	2.01	
085501100003	265 S RANNEY ST	SNYDER & COUNTS FEED, SEED AND	2.46	
085501100007	277 S RANNEY ST	FRONTIER ENTERPRISE, LLC	4.28	
085501100002	195 RUSSELL ST	AMERICAN GILSONITE COMPANY	2.59	
807	148 S RANNEY ST	UNION PACIFIC RAILROAD CORP.	42.26	
085306200017	232 WASHINGTON ST	KAWCAK, INC	2.48	
085306211007	130 PREECE AVE	RIO RO MO LAND COMPANY, LLC	2.01	
085306210008	801 E 2ND PL	C.T.E.C. INC.	8.40	
085306210002	810 STOCK DR	IH RENTAL LLC	2.01	
085306210001	789 STOCK DR	ANSON, MICHAEL TODD	1.84	
085306211008	120 PREECE AVE	RIO RO MO LAND COMPANY, LLC	2.00	
085306100057		PML LAND COMPANY, LLC	22.33	
085306200015	380 E STOCK DR	ELAM CONSTRUCTION, INC.	2.50	
085306200011	504 STOCK DR	DURAN AND PEARCE CONTRACTORS, INC	0.35	
085306200018	574 STOCK DR	SUNFLOWER PERSPECTIVE LLC	2.22	
085306200013	504 STOCK DR	DURAN, JIMMY T REVOCABLE TRUST &	0.79	
085306200019	205 LEVKULICH ST	CONRADO, JOE P TRUST	5.53	
085306210011	711 2ND PL	DIAL INVESTMENTS LLC	2.98	
085306210902	805 E 1ST ST	UNITED STATES OF AMERICA	2.22	
085306210901	939 E 1ST ST	UNITED STATES OF AMERICA	2.40	
085306210012	730 STOCK DR	DUNAWAY, DEBORAH L	1.58	
085306211009		BAKER HOLDINGS LLC	2.00	
085306211004	54 PREECE AVE	BAKER HOLDINGS LLC	2.07	
085306211002	24 PREECE AVE	PEROULIS BROTHERS LTD	1.38	
085501100013		FRONTIER ASSOCIATED PROPERTIES, LLC	6.32	
085306200024	LINCOLN ST	IH RENTAL LLC	1.94	
085306200023	521 STOCK DR	T3M INVESTMENTS LLC	1.70	
085306200028	251 WASHINGTON ST	GG'S PROPERTIES LLC	2.24	
085306200029	WASHINGTON ST	DILLINGHAM, SHELLEY A	2.51	
822		YAMPA VALLEY ELECTRIC ASSOCIATION, INC.	0.14	
		SUBTOTAL		160.54

CRAIG URBAN RENEWAL AUTHORITY

RESOLUTION CURA No. 8 (2021)

**A RESOLUTION OF
THE CRAIG URBAN RENEWAL AUTHORITY APPROVING COOPERATION
AGREEMENTS WITH THE MOFFAT COUNTY SCHOOL DISTRICT FOR SHARING
OF INCREMENTAL TAX REVENUE**

WHEREAS, the City of Craig (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 Charter of the City of Craig (the “Charter”); and

WHEREAS, during a special meeting of the City of Craig City Council (the “Council”) on October 23, 2020, Council directed staff to move forward with the necessary steps to place before the Council the question of formation of an urban renewal authority for the City, including commissioning one or more existing conditions studies of portions of the City (the “Studies”); and

WHEREAS, on January 23, 2021 the Craig Urban Renewal Authority (the “Authority”) was established as a duly constituted urban renewal authority 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 C.R.S. § 31-25-101 et seq. (the “Act”); and

WHEREAS, pursuant to C.R.S. § 31-25-109, 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, for the purpose of financing the activities and operations authorized to be undertaken by the Authority with respect to urban renewal projects in accordance with an adopted urban renewal plan and the Act, as approved by the City; and

WHEREAS, City and Authority staff are preparing a proposed urban renewal plan (the “URA #1 Urban Renewal Plan”) for the area legally described in the URA #1 Urban Renewal Plan (the “URA #1 Plan Area”) and a second proposed urban renewal plan (the “URA #2 Urban Renewal Plan” and together with the URA #1 Urban Renewal Plan, collectively, the “Urban Renewal Plans”) for the area legally described in the URA #2 Urban Renewal Plan (the “URA #2 Plan Area” and together with the URA #1 Plan Area, collectively, the “Plan Areas”) in preparation for the Council’s consideration of the Studies and the Urban Renewal Plans at a public evidentiary hearing as contemplated in C.R.S. § 31-25-107; and

WHEREAS, the Urban Renewal Plans describe urban renewal projects for the elimination and prevention of the blight identified in the Studies that authorize tax increment financing through the retention of incremental property tax revenues from other taxing entities levying a tax in the Plan Areas as a tool to fund public improvements in and around the Plan Areas and to stimulate and leverage private development in the Plan Areas; and

WHEREAS, notice to the boards of the taxing entities levying a tax in the Plan Areas has been provided pursuant to C.R.S. § 31-25-107(9.5)(a) of the proposed Urban Renewal Plans and the intent to begin negotiations with the representatives of these boards to reach agreement on how the incremental property tax revenues generated in the Plan Areas will be shared; and

WHEREAS, as result of negotiations with the City, the “Cooperation Agreement for Sharing of Incremental Revenue (URA #1 Urban Renewal Plan)” attached as **Exhibit A** and incorporated herein by reference and the “Cooperation Agreement for Sharing of Incremental Revenue (URA #2 Urban Renewal Plan)” attached as **Exhibit B** and incorporated herein by reference have been negotiated between the Authority and the City (collectively, the “Cooperation Agreements”); and

WHEREAS, Article XIV, Section 18 of the Colorado Constitution, C.R.S. § 29-1-201, et seq. and C.R.S. § 31-25-112 of the Act, provide for and encourage urban renewal authorities and governmental entities within Colorado to make the most efficient and effective use of their powers and responsibilities by cooperating with each other to accomplish specific public purposes.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF THE CRAIG URBAN RENEWAL AUTHORITY:

Section 1. The foregoing Recitals are incorporated herein by this reference.

Section 2. The Authority approves the Cooperation Agreements attached hereto as **Exhibit A** and **Exhibit B**.

Section 3. The Chair is authorized to enter into the Cooperation Agreements on the Authority’s behalf in substantially the same form as the copies attached hereto as **Exhibit A** and **Exhibit B**.

INTRODUCED, READ AND ADOPTED this 9th day of June, 2021.

CRAIG URBAN RENEWAL AUTHORITY

By: _____
Chair

ATTEST:

Secretary/Executive Director

Exhibit A

Cooperation Agreement for Sharing of Incremental Revenue (URA #1 Urban Renewal Plan)

[attached]

Exhibit A

**INTERGOVERNMENTAL AGREEMENT FOR TAX INCREMENT REVENUE
SHARING
BY AND BETWEEN
THE CRAIG URBAN RENEWAL AUTHORITY
AND
MOFFAT COUNTY SCHOOL DISTRICT RE-1
(Craig URA #1 Urban Renewal Plan)**

This Intergovernmental Agreement (“**Agreement**”), is entered into effective as of the 9th day of June, 2021 (the “**Effective Date**”), by and between the **CRAIG URBAN RENEWAL AUTHORITY**, a body corporate and politic of the State of Colorado (“**CURA**”), whose address is 300 W 4th Street, Craig, CO 81625, and the **MOFFAT COUNTY SCHOOL DISTRICT RE-1**, a political subdivision of the State of Colorado (the “**School District**”), whose address is 600 Texas Ave., Craig, CO 81625. CURA and the School District may be referred to herein individually as a “**Party**” and may be collectively referred to herein as the “**Parties.**”

RECITALS

A. The District has been advised that the real property described in Exhibit A (the “**Property**”), lying within the limits of Moffat County and portions of which are lying within the limits of the City of Craig, Colorado (the “**City**”), is being studied for designation as one or more urban renewal areas in order to encourage redevelopment to eliminate existing blighted conditions which constitute threats to the health, safety and welfare of the community and barriers to development.

B. The City Council is anticipated to consider a Resolution approving the inclusion of the Property in a proposed urban renewal plan, entitled the “Craig URA #1 Urban Renewal Plan” (the “**Plan**”), which, in addition to creating the urban renewal areas (collectively, the “**TIF Area**”), authorizes the use tax increment financing (“**TIF Financing**”) within the TIF Area, as contemplated by C.R.S. § 31-25-107(9)(a).

C. The Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (the “**Act**”) provides that taxes levied after the effective date of the approval of an urban renewal plan upon taxable real property in the area described in such urban renewal plan shall be divided each year for a period not to exceed twenty-five (25) years from the effective date of the urban renewal plan and that a portion of said property tax revenues shall be allocated to and paid into a special fund of the applicable urban renewal authority, as more particularly described in the Act.

D. Pursuant to the Plan, taxes levied after the effective date of the City Council’s approval of the Plan on taxable real property located within the TIF Area, as it currently exists or hereafter as it may be modified by expansion, shall be divided each year for a period not to exceed twenty-five (25) years from the effective date of the Plan and that a portion of the revenue derived from ad valorem property tax levies described in C.R.S. § 31-25-107(9)(a)(II) (the “**TIF Revenue**”) shall be allocated to and paid into a special fund of CURA to pay the principal of, interest on, and any premiums due in connection with bonds of, loans or advances to, or indebtedness incurred by CURA for financing an urban renewal project or to make payments in accordance with an agreement executed pursuant to C.R.S. § 31-25-107(11).

E. In accordance with the Act (including the requirements of HB 15-1348 and SB 18-248), CURA and the School District desire to enter into this Agreement and recognize that a division of taxes pursuant to C.R.S. § 31-25-107(9)(a) on taxable real property within the boundaries of the School District without an agreement concerning the sharing of TIF Revenue may hinder (a) the effectuation of the Plan and the planned urban renewal projects to be located within the TIF Area, and (b) the School District's ability to provide its educational services and facilities to its constituents. The Agreement addresses, among other things, the estimated impacts of the Plan on School District services associated solely with the TIF Area.

F. The Parties acknowledge that the eligible electors of the School District did approve an additional mill levy of 4.412, and may in the future approve the levy of additional mills by the School District for its operations by way of a School District Mill Levy Override (i.e., additional local revenues in excess of the School District's total program as provided in the Public School Finance Act of 1994, Colorado Revised Statutes Title 22, Article 54, Part 1, or successor act) ("**Mill Levy Overrides**").

G. The Parties further acknowledge that the eligible electors of the School District have also approved the levy of an additional 6.207 mills by the School District for the servicing of the District's issued bonded indebtedness, and may in the future approve the issuance of additional bonded indebtedness, the debt service of which is financed by additional mills. For purposes hereof, the debt service mill levies may include indebtedness incurred as a result of the refunding of any School District debt, now or in the future. Collectively, such debt service levies are referred to herein as "**Debt Service Mill Levies**."

H. Therefore, CURA and the School District desire to enter into this Agreement to provide for the sharing of a certain portion of the TIF Revenue generated from taxable property within the TIF Area. The School District shall be entitled to receive all of the TIF Revenue generated by the imposition of its mill levies on real property within the TIF Area, including any Mill Levy Overrides, Debt Service Mill Levies, and annual abatement levies, if any, if and when such revenues are received by CURA as a result of the imposition of the Plan as set forth in this Agreement, except for that TIF Revenue that is generated by the Total Program Mill Levy (as defined below) upon taxable property within the TIF Area (the "**Total Program Mill Levy Increment**"), which may be retained and expended by CURA in furtherance of the Plan as set forth in this Agreement. As used herein, the "**Total Program Mill Levy**" means the District's mill levy to collect the School District's share of the School District's total program in accordance with the Colorado Public School Finance Act of 1994, as amended, §22-54-101 to 142, C.R.S. As of the date of this Agreement, the School District's Total Program Mill Levy is 21.207 mills.

I. The Parties agree that this division of TIF Revenue and CURA's retention of only the Total Program Mill Levy Increment from such TIF Revenue does not hinder or substantially interfere with the effectuation of the Urban Renewal Plan and the planned urban renewal projects to be located within the TIF Area, and does not substantially diminish the School District's ability to provide its educational services and facilities to its constituents.

J. In consideration therefore, the School District expressly consents to the formation of the TIF Area, and the inclusion of Agricultural Land within such area.

K. CURA and the School District are authorized to enter into this Agreement pursuant

to law, including, without limitation, C.R.S. § 31-25-112.

NOW THEREFORE, in consideration of the foregoing recitals and the covenants, promises and agreements of each of the Parties hereto, it is agreed by and between the Parties hereto as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated into and made a part of this Agreement.

2. TIF Revenue Sharing.

(a) After deducting its Administrative Fee (as defined in subparagraph (d) of this Paragraph), CURA agrees to transfer to the School District all of the property tax TIF Revenue calculated, raised, produced, allocated, and transferred to CURA other than the Total Program Mill Levy Increment, including, but not limited to, the School District's Mill Levy Overrides, Debt Service Mill Levies, and annual abatement levies, if any, now and in the future, upon taxable property within the TIF Area pursuant to and in accordance with Section 31-25-107(9)(a)(II) of the Act and the rules and regulations of the Property Tax Administrator of the State of Colorado for the purposes of compensating the School District for the services it will provide to residents of the TIF Area. CURA's obligation to transfer to the School District all TIF Revenue generated by the School District's mill levies except the Total Program Mill Levy Increment as described in this Section 2 shall be referred to herein as the "**Transfer Obligation.**"

(b) The School District and CURA agree that seventy-five percent (75%) of the revenues from the Total Program Mill Levy Increment shall remain with CURA to be utilized by it pursuant to its Plan, applicable state law, and CURA action, and shall not be subject to the Transfer Obligation, commencing on the date of approval by the City Council of the Plan and ending upon the expiration of the twenty-five (25) year period that the tax increment or tax allocation provisions will be in effect as specified in §31-25-107(9)(a) of the Act and the Plan.

(c) The remaining twenty-five percent (25%) of the revenues from the Total Program Mill Levy Increment shall be retained by CURA and kept in an interest-bearing account separate and apart from other revenues collected by CURA. CURA and the School District may by separate written agreement authorize utilization of some or all of the funds accumulated in such account to defray costs of special projects or services of benefit to the School District and related to impacts of an urban renewal project upon the services provided by the School District, including, but not limited to, demand for teacher housing. Any funds accumulated in such account that are not expended or pledged pursuant to such separate agreement(s) between the parties or transferred to the School District during the term of this Agreement pursuant to subparagraph (e) below shall be transferred to the School District upon termination or expiration of this Agreement to defray costs of special projects or services of benefit to the School District and related to impacts of an urban renewal project upon the services provided by the School District.

(d) An administrative fee equal to one percent (1%) of the TIF Revenue as determined on an annual basis shall be retained by CURA (the "**Administrative Fee**"). Notwithstanding anything to the contrary set forth in this Agreement or in the Plan, CURA shall be entitled to retain the Administrative Fee to pay the reasonable and customary administrative costs of CURA incurred in connection with CURA's obligations under this Agreement including, but not limited

to, the collection, enforcement, disbursement, and administrative fees and costs related to TIF Revenue and the TIF Area; except that such Administrative Fee shall not be used to pay CURA's attorney's fees, court costs or other litigation expenses incurred in connection with any dispute, action or proceeding between the parties concerning or related to this Agreement. The Administrative Fee shall be deducted annually from the payments made to the District pursuant to the Transfer Obligation.

(e) If at any time during the term of this Agreement the state of Colorado notifies the School District that it will not replace (backfill) with state funding the Total Program Mill Levy Increment shared with CURA under this Agreement on account of any amendment, repeal or modification of the Colorado Public School Finance Act of 1994, as amended, §22-54-101 to 142, C.R.S. or any other reason, the District may, at its option, require CURA to supplement the TIF Revenue transferred to the School District pursuant to the Transfer Obligation with some or all of the TIF Revenue retained by CURA pursuant to subparagraph (c) above to defray costs of special projects or services of benefit to the School District and related to impacts of an urban renewal project upon the services provided by the School District. The School District shall exercise such option by written notice to CURA within sixty (60) days following its receipt of such notice; provided, however, that such option may not be exercised in the event the parties have entered into a separate agreement pursuant to said subparagraph (c) regarding use of such TIF Revenue.

3. Agreement Confined to Specified Revenue. In compliance with the requirements of the Act (including HB 15-1348 and SB 18-248), CURA and the School District have negotiated and agreed to the sharing of TIF Revenue as set forth herein. This Agreement applies only to TIF Revenue derived from imposition of real property taxes (land and improvements to land) in the TIF Area, if any, that is calculated, produced, allocated and transferred to CURA in accordance with C.R.S. § 31-25-107(9)(a)(II) and the rules and regulations of the Property Tax Administrator of the State of Colorado, and does not include any other revenues of CURA or the School District. The School District agrees and acknowledges that the School District is not entitled to and expressly disclaims any and all right, title or interest in and to any other taxes or revenues collected by CURA including, without limitation, any personal property tax, sales tax, or private improvement fees.

4. Consent. The School District expressly waives and agrees not to object to: (a) the City's approval or CURA's recommendation of approval of the Plan, including, without limitation, its approval of the use of TIF Financing and collection of TIF Revenue as set forth in the Plan and this Agreement; (b) CURA's imposition of any personal property tax, sales tax, private improvement fees or other fees in connection with the Plan or TIF Area; or (c) the inclusion of Agricultural Land within the Plan area. The School District acknowledges that this Agreement constitutes notice to the School District of, and its advisory participation on, the Plan pursuant to C.R.S. § 31-25-107(9)(d).

5. Subordination. By written consent of the School District, as evidenced by a future resolution or resolutions approved by the Board of Directors of the School District, the Transfer Obligation may be made subordinate to any payment of the principal of, the interest on, and any premiums due in connection with bonds of, loans or advances to, or indebtedness incurred by CURA for financing or refinancing, in whole or in part, any urban renewal project specified in the Plan.

6. Delays. Any delays in or failure of performance by any Party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God; acts of public enemy; acts of the Federal or state government; acts of third parties; court orders of authorities holding jurisdiction over this Agreement that prevent the Parties from performing hereunder; fire, floods, strikes, labor disputes, accidents, regulations or order of civil or military authorities; shortages of labor or materials; pandemics; or other causes, similar or dissimilar, which are beyond the control of such Party. Notwithstanding the foregoing, where any of the above events shall occur which temporarily interrupt the ability of CURA to transfer to the School District revenues as provided in this Agreement, as soon as the event causing such interruption shall no longer prevail, CURA shall transfer the total amount of the affected revenues that have been received by CURA that is then in the account, as determined according to the provisions of this Agreement.

7. Termination and Subsequent Legislation. This Agreement may be terminated at any time upon the mutual written agreement of CURA and the School District. In addition, in the event of termination of the Plan, including, without limitation, the provisions of the Plan authorizing TIF Financing, CURA may terminate this Agreement by delivering written notice to the School District. CURA may also terminate this Agreement by delivering written notice to the School District if the School District no longer provides any services to persons residing within the TIF Area. The Parties further agree that in the event legislation is adopted after the Effective Date of this Agreement that invalidates or materially or adversely affects any provisions hereof, the Parties will in good faith negotiate for an amendment to this Agreement that most fully implements the original intent, purpose and provisions of this Agreement. If such negotiations fail to yield a completed amendment within 180 days following the effective date of such legislation, this Agreement shall terminate automatically with respect to any unpledged TIF Revenue, but shall not terminate with respect to any pledged TIF Revenue.

8. Entire Agreement. This instrument embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the Parties hereto. No modification to this Agreement shall be valid unless agreed to in writing by the Parties hereto.

9. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their successors in interest.

10. No Third-Party Enforcement. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned Parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned Parties that any entity other than the undersigned Parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

11. No Waiver of Immunities. Nothing contained herein shall be construed as a waiver, in whole or in part, by any Party hereto of the rights, protections, and privileges afforded under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., or under any other law, nor

shall any portion of this Agreement be deemed to have created a duty of care which did not previously exist with respect to any person not a Party to this Agreement.

12. Severability. If any provision of this Agreement is found to be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

13. No Assignment. No Party may assign any of its rights or obligations under this Agreement without the express prior written consent of the other Party. Any attempted assignment in violation of this provision shall be null and void and of no force and effect.

14. Paragraph Captions. The captions of the paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

15. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

16. Governing Law; Venue. This Agreement and the provisions hereof shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any action or proceeding arising under or concerning this Agreement shall be exclusively in Moffat County, Colorado.

17. No Presumption. The Parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the Party causing the Agreement to be drafted.

18. Notices. Any notice required by this Agreement shall be in writing. All notices, demands, requests and other communications required or permitted hereunder shall be in writing, and shall be (a) personally delivered with a written receipt of delivery; (b) sent by a nationally-recognized overnight delivery service requiring a written acknowledgement of receipt or providing a certification of delivery or attempted delivery; (c) sent by certified or registered mail, return receipt requested; or (d) sent by confirmed electronic delivery with an original copy thereof transmitted to the recipient by one of the means described in subsections (a) through (c) no later than 5 business days thereafter. All notices shall be deemed effective when actually delivered as documented in a delivery receipt; provided, however, that if the notice was sent by overnight courier or mail as aforesaid and is affirmatively refused or cannot be delivered during customary business hours by reason of the absence of a signatory to acknowledge receipt, or by reason of a change of address with respect to which the addressor did not have either knowledge or written notice delivered in accordance with this paragraph, then the first attempted delivery shall be deemed to constitute delivery. Each Party shall be entitled to change its address for notices from time to time by delivering to the other Party notice thereof in the manner herein provided for the delivery of notices. All notices shall be sent to the addressee at its address set forth in the Preamble to this Agreement.

19. Days. If the day for any performance or event provided for herein is a Saturday, a

Sunday, a day on which national banks are not open for the regular transactions of business, or a legal holiday pursuant to C.R.S. § 24-11-101(1), such day shall be extended until the next day on which such banks and state offices are open for the transaction of business.

20. Parties Not Partners. Notwithstanding any language in this Agreement or any other agreement, representation, or warranty to the contrary, the Parties shall not be deemed to be partners or joint venturers, and no Party shall be responsible for any debt or liability of any other Party.

21. Inclusion of Agricultural Land. The Plan area contains Agricultural Land (as defined in § 31-25-103 of the Act), and this Agreement constitutes agreement by the School District to inclusion of the Agricultural Land in the Plan area as required by § 31-25-107(1)(c)(II)(D) of the Act. The Act requires that Agricultural Land included within an urban renewal plan area to be valued at fair market value for purposes of establishing the base and calculating the increment. Accordingly, as demonstrated in the Tax Forecast and Impact Reports for the Plan previously submitted to the School District, the Agricultural Land base value has been established at fair market rates.

22. Waiver. Pursuant to C.R.S. § 31-25-107(11), the School District agrees to waive all provisions of C.R.S. § 31-25-107(9.5)(a) that provide for notice to the School District of the Plan.

23. Retention of and Access to Books and Records. The Parties acknowledge and agree that CURA is subject to the Colorado Open Records Act, C.R.S. § 24-72-101, et seq. During the term of this Agreement and for an additional period of three (3) years after termination or expiration of this Agreement and all other pending matters are closed, CURA shall keep in good, legible and unaltered condition all of its books, documents, papers, files and records (including electronic files, records and data) pertinent to this Agreement (collectively, “**Records**”). CURA shall provide the School District and any of its duly authorized representatives full and unfettered access, during business hours, to any and all of such Records for the purpose of making audit, inspection, examination, excerpts, copies and transcriptions; provided, however, that CURA shall not be obligated to provide the School District with any Records that CURA has agreed to keep confidential pursuant to any third party agreements or any Records that constitute attorney work product or are subject to attorney–client privilege.

[signature page follows]

IN WITNESS WHEREOF, CURA and the School District have caused their duly authorized officials to execute this Agreement effective as of the Effective Date.

MOFFAT COUNTY SCHOOL DISTRICT RE-1,
a political subdivision of the State of Colorado

By: _____
Title: _____

ATTEST:

By: _____

CRAIG URBAN RENEWAL AUTHORITY,
a body corporate and politic of the State of
Colorado

By: _____
Title: _____

ATTEST:

By: _____

Exhibit A
Legal Description of the TIF Area

Craig Urban Renewal Authority
Urban Renewal Area #1
Legal Description of the Zone

Being approximately 53 acres more or less of land out of the City of Craig, Moffat County, Colorado, described generally as follows;

Beginning at a point on the North right-of-way line of U.S. Highway 40 (Victory Way) and the East right-of-way line of Steele Street, said point being the southwest corner of Lot 18, Block 1 of the Holiday Park Subdivision;

Thence crossing the U.S. Highway 40 right-of-way in a southerly direction to a point on the southerly right-of-way line of said U.S. Highway 40, said point being the northwest corner of Lot 1, Block 1 of the Davis Gardens Park Subdivision;

Thence southerly with the easterly right-of-way of line of Steele Street, to a point on the northerly right-of-way line of the Denver and Rio Grande Railroad, said point being the southwest corner of Lot 26, Block 2 of the Davis Gardens Subdivision;

Thence southerly with the southerly projection of the easterly right-of-way line of Steele Street to a point on the southerly right-of-way line of the Denver and Rio Grande Railroad;

Thence westerly with the southerly right-of-way line of the Denver and Rio Grande Railroad, to a point on the easterly right-of-way line of Mack Lane;

Thence westerly with the westerly projection of the southerly right-of-way line of the Denver and Rio Grande Railroad to a point on the westerly right-of-way line of Mack Lane;

Thence northerly along the westerly right-of-way line of Mack Lane to a point on the southerly right-of-way line of U.S. Highway 40, said point being the northeast corner of Lot 1A of Kum & Go Store #902 replat;

Thence crossing the U.S. Highway 40 right-of-way in a northerly direction to a point on the westerly right-of-way line of Finley lane, said point being the southeast corner of a parcel of land described in Book 225 at Page 80;

Thence northerly with the westerly right-of-way line of Finley lane, to a point at a westerly projection of the northerly right-of-way line of 6th Street;

Thence easterly with the westerly projection of the northerly right-of-way line of 6th Street, to a point on the easterly right-of-way line of Finley Lane, said point being the southwest corner of Lot 7 of Block 5 of the Golden Meadows Subdivision;

Thence easterly with the northerly right-of-way line of 6th Street, to a point on the easterly right-of-way line of Ledford Street, said point being the southwest corner of Lot 7, Block 4 of the Golden Meadows Subdivision;

Thence southerly with the easterly right-of-way line of Ledford Street to a point on the northerly right-of-way line of U.S. Highway 40, said point being the southwest corner of Lot 2 of The Replat of Lots 17 Thru 21, Block 3 of the Plat of Golden Meadows;

Thence easterly with the northerly right-of-way line of U.S. Highway 40 to the point of beginning, containing approximately 62 acres, more or less.

Less and excepting therefrom Lot 2 of the Amended Plat of Beyer Minor Subdivision, containing 9 acres, more or less.

Exhibit B

Cooperation Agreement for Sharing of Incremental Revenue (URA #2 Urban Renewal Plan)

[attached]

Exhibit B

**INTERGOVERNMENTAL AGREEMENT FOR TAX INCREMENT REVENUE
SHARING
BY AND BETWEEN
THE CRAIG URBAN RENEWAL AUTHORITY
AND
MOFFAT COUNTY SCHOOL DISTRICT RE-1
(Craig URA #2 Urban Renewal Plan)**

This Intergovernmental Agreement (“**Agreement**”), is entered into effective as of the 9th day of June, 2021 (the “**Effective Date**”), by and between the **CRAIG URBAN RENEWAL AUTHORITY**, a body corporate and politic of the State of Colorado (“**CURA**”), whose address is 300 W 4th Street, Craig, CO 81625, and the **MOFFAT COUNTY SCHOOL DISTRICT RE-1**, a political subdivision of the State of Colorado (the “**School District**”), whose address is 600 Texas Ave., Craig, CO 81625. CURA and the School District may be referred to herein individually as a “**Party**” and may be collectively referred to herein as the “**Parties.**”

RECITALS

A. The District has been advised that the real property described in Exhibit A (the “**Property**”), lying within the limits of Moffat County with portions of which are lying within the limits of the City of Craig, Colorado (the “**City**”) in addition to portion within unincorporated Moffat County, is being studied for designation as one or more urban renewal areas in order to encourage redevelopment to eliminate existing blighted conditions which constitute threats to the health, safety and welfare of the community and barriers to development.

B. The City Council is anticipated to consider a Resolution approving the inclusion of the Property in a proposed urban renewal plan, entitled the “Craig URA #2 Urban Renewal Plan” (the “**Plan**”), which, in addition to creating the urban renewal areas (collectively, the “**TIF Area**”), authorizes the use tax increment financing (“**TIF Financing**”) within the TIF Area, as contemplated by C.R.S. § 31-25-107(9)(a).

C. The Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (the “**Act**”) provides that taxes levied after the effective date of the approval of an urban renewal plan upon taxable real property in the area described in such urban renewal plan shall be divided each year for a period not to exceed twenty-five (25) years from the effective date of the urban renewal plan and that a portion of said property tax revenues shall be allocated to and paid into a special fund of the applicable urban renewal authority, as more particularly described in the Act.

D. Pursuant to the Plan, taxes levied after the effective date of the City Council’s approval of the Plan on taxable real property located within the TIF Area, as it currently exists or hereafter as it may be modified by expansion, shall be divided each year for a period not to exceed twenty-five (25) years from the effective date of the Plan and that a portion of the revenue derived from ad valorem property tax levies described in C.R.S. § 31-25-107(9)(a)(II) (the “**TIF Revenue**”) shall be allocated to and paid into a special fund of CURA to pay the principal of, interest on, and any premiums due in connection with bonds of, loans or advances to, or indebtedness incurred by CURA for financing an urban renewal project or to make payments in accordance with an agreement executed pursuant to C.R.S. § 31-25-107(11).

E. In accordance with the Act (including the requirements of HB 15-1348 and SB 18-248), CURA and the School District desire to enter into this Agreement and recognize that a division of taxes pursuant to C.R.S. § 31-25-107(9)(a) on taxable real property within the boundaries of the School District without an agreement concerning the sharing of TIF Revenue may hinder (a) the effectuation of the Plan and the planned urban renewal projects to be located within the TIF Area, and (b) the School District's ability to provide its educational services and facilities to its constituents. The Agreement addresses, among other things, the estimated impacts of the Plan on School District services associated solely with the TIF Area.

F. The Parties acknowledge that the eligible electors of the School District did approve an additional mill levy of 4.412, and may in the future approve the levy of additional mills by the School District for its operations by way of a School District Mill Levy Override (i.e., additional local revenues in excess of the School District's total program as provided in the Public School Finance Act of 1994, Colorado Revised Statutes Title 22, Article 54, Part 1, or successor act) ("**Mill Levy Overrides**").

G. The Parties further acknowledge that the eligible electors of the School District have also approved the levy of an additional 6.207 mills by the School District for the servicing of the District's issued bonded indebtedness, and may in the future approve the issuance of additional bonded indebtedness, the debt service of which is financed by additional mills. For purposes hereof, the debt service mill levies may include indebtedness incurred as a result of the refunding of any School District debt, now or in the future. Collectively, such debt service levies are referred to herein as "**Debt Service Mill Levies**."

H. Therefore, CURA and the School District desire to enter into this Agreement to provide for the sharing of a certain portion of the TIF Revenue generated from taxable property within the TIF Area. The School District shall be entitled to receive all of the TIF Revenue generated by the imposition of its mill levies on real property within the TIF Area, including any Mill Levy Overrides, Debt Service Mill Levies, and annual abatement levies, if any, if and when such revenues are received by CURA as a result of the imposition of the Plan as set forth in this Agreement, except for that TIF Revenue that is generated by the Total Program Mill Levy (as defined below) upon taxable property within the TIF Area (the "**Total Program Mill Levy Increment**"), which may be retained and expended by CURA in furtherance of the Plan as set forth in this Agreement. As used herein, the "**Total Program Mill Levy**" means the District's mill levy to collect the School District's share of the School District's total program in accordance with the Colorado Public School Finance Act of 1994, as amended, §22-54-101 to 142, C.R.S. As of the date of this Agreement, the School District's Total Program Mill Levy is 21.207 mills.

I. The Parties agree that this division of TIF Revenue and CURA's retention of only the Total Program Mill Levy Increment from such TIF Revenue does not hinder or substantially interfere with the effectuation of the Urban Renewal Plan and the planned urban renewal projects to be located within the TIF Area, and does not substantially diminish the School District's ability to provide its educational services and facilities to its constituents.

J. In consideration therefore, the School District expressly consents to the formation of the TIF Area, and the inclusion of Agricultural Land within such area.

K. CURA and the School District are authorized to enter into this Agreement pursuant

to law, including, without limitation, C.R.S. § 31-25-112.

NOW THEREFORE, in consideration of the foregoing recitals and the covenants, promises and agreements of each of the Parties hereto, it is agreed by and between the Parties hereto as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated into and made a part of this Agreement.

2. TIF Revenue Sharing.

(a) After deducting its Administrative Fee (as defined in subparagraph (d) of this Paragraph), CURA agrees to transfer to the School District all of the property tax TIF Revenue calculated, raised, produced, allocated, and transferred to CURA other than the Total Program Mill Levy Increment, including, but not limited to, the School District's Mill Levy Overrides, Debt Service Mill Levies, and annual abatement levies, if any, now and in the future, upon taxable property within the TIF Area pursuant to and in accordance with Section 31-25-107(9)(a)(II) of the Act and the rules and regulations of the Property Tax Administrator of the State of Colorado for the purposes of compensating the School District for the services it will provide to residents of the TIF Area. CURA's obligation to transfer to the School District all TIF Revenue generated by the School District's mill levies except the Total Program Mill Levy Increment as described in this Section 2 shall be referred to herein as the "**Transfer Obligation.**"

(b) The School District and CURA agree that seventy-five percent (75%) of the revenues from the Total Program Mill Levy Increment shall remain with CURA to be utilized by it pursuant to its Plan, applicable state law, and CURA action, and shall not be subject to the Transfer Obligation, commencing on the date of approval by the City Council of the Plan and ending upon the expiration of the twenty-five (25) year period that the tax increment or tax allocation provisions will be in effect as specified in §31-25-107(9)(a) of the Act and the Plan.

(c) The remaining twenty-five percent (25%) of the revenues from the Total Program Mill Levy Increment shall be retained by CURA and kept in an interest-bearing account separate and apart from other revenues collected by CURA. CURA and the School District may by separate written agreement authorize utilization of some or all of the funds accumulated in such account to defray costs of special projects or services of benefit to the School District and related to impacts of an urban renewal project upon the services provided by the School District, including, but not limited to, demand for teacher housing. Any funds accumulated in such account that are not expended or pledged pursuant to such separate agreement(s) between the parties or transferred to the School District during the term of this Agreement pursuant to subparagraph (e) below shall be transferred to the School District upon termination or expiration of this Agreement to defray costs of special projects or services of benefit to the School District and related to impacts of an urban renewal project upon the services provided by the School District.

(d) An administrative fee equal to one percent (1%) of the TIF Revenue as determined on an annual basis shall be retained by CURA (the "**Administrative Fee**"). Notwithstanding anything to the contrary set forth in this Agreement or in the Plan, CURA shall be entitled to retain the Administrative Fee to pay the reasonable and customary administrative costs of CURA incurred in connection with CURA's obligations under this Agreement including, but not limited

to, the collection, enforcement, disbursement, and administrative fees and costs related to TIF Revenue and the TIF Area; except that such Administrative Fee shall not be used to pay CURA's attorney's fees, court costs or other litigation expenses incurred in connection with any dispute, action or proceeding between the parties concerning or related to this Agreement. The Administrative Fee shall be deducted annually from the payments made to the District pursuant to the Transfer Obligation.

(e) If at any time during the term of this Agreement the state of Colorado notifies the School District that it will not replace (backfill) with state funding the Total Program Mill Levy Increment shared with CURA under this Agreement on account of any amendment, repeal or modification of the Colorado Public School Finance Act of 1994, as amended, §22-54-101 to 142, C.R.S. or any other reason, the District may, at its option, require CURA to supplement the TIF Revenue transferred to the School District pursuant to the Transfer Obligation with some or all of the TIF Revenue retained by CURA pursuant to subparagraph (c) above to defray costs of special projects or services of benefit to the School District and related to impacts of an urban renewal project upon the services provided by the School District. The School District shall exercise such option by written notice to CURA within sixty (60) days following its receipt of such notice; provided, however, that such option may not be exercised in the event the parties have entered into a separate agreement pursuant to said subparagraph (c) regarding use of such TIF Revenue.

3. Agreement Confined to Specified Revenue. In compliance with the requirements of the Act (including HB 15-1348 and SB 18-248), CURA and the School District have negotiated and agreed to the sharing of TIF Revenue as set forth herein. This Agreement applies only to TIF Revenue derived from imposition of real property taxes (land and improvements to land) in the TIF Area, if any, that is calculated, produced, allocated and transferred to CURA in accordance with C.R.S. § 31-25-107(9)(a)(II) and the rules and regulations of the Property Tax Administrator of the State of Colorado, and does not include any other revenues of CURA or the School District. The School District agrees and acknowledges that the School District is not entitled to and expressly disclaims any and all right, title or interest in and to any other taxes or revenues collected by CURA including, without limitation, any personal property tax, sales tax, or private improvement fees.

4. Consent. The School District expressly waives and agrees not to object to: (a) the City's approval or CURA's recommendation of approval of the Plan, including, without limitation, its approval of the use of TIF Financing and collection of TIF Revenue as set forth in the Plan and this Agreement; (b) CURA's imposition of any personal property tax, sales tax, private improvement fees or other fees in connection with the Plan or TIF Area; or (c) the inclusion of Agricultural Land within the Plan area. The School District acknowledges that this Agreement constitutes notice to the School District of, and its advisory participation on, the Plan pursuant to C.R.S. § 31-25-107(9)(d).

5. Subordination. By written consent of the School District, as evidenced by a future resolution or resolutions approved by the Board of Directors of the School District, the Transfer Obligation may be made subordinate to any payment of the principal of, the interest on, and any premiums due in connection with bonds of, loans or advances to, or indebtedness incurred by CURA for financing or refinancing, in whole or in part, any urban renewal project specified in the Plan.

6. Delays. Any delays in or failure of performance by any Party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God; acts of public enemy; acts of the Federal or state government; acts of third parties; court orders of authorities holding jurisdiction over this Agreement that prevent the Parties from performing hereunder; fire, floods, strikes, labor disputes, accidents, regulations or order of civil or military authorities; shortages of labor or materials; pandemics; or other causes, similar or dissimilar, which are beyond the control of such Party. Notwithstanding the foregoing, where any of the above events shall occur which temporarily interrupt the ability of CURA to transfer to the School District revenues as provided in this Agreement, as soon as the event causing such interruption shall no longer prevail, CURA shall transfer the total amount of the affected revenues that have been received by CURA that is then in the account, as determined according to the provisions of this Agreement.

7. Termination and Subsequent Legislation. This Agreement may be terminated at any time upon the mutual written agreement of CURA and the School District. In addition, in the event of termination of the Plan, including, without limitation, the provisions of the Plan authorizing TIF Financing, CURA may terminate this Agreement by delivering written notice to the School District. CURA may also terminate this Agreement by delivering written notice to the School District if the School District no longer provides any services to persons residing within the TIF Area. The Parties further agree that in the event legislation is adopted after the Effective Date of this Agreement that invalidates or materially or adversely affects any provisions hereof, the Parties will in good faith negotiate for an amendment to this Agreement that most fully implements the original intent, purpose and provisions of this Agreement. If such negotiations fail to yield a completed amendment within 180 days following the effective date of such legislation, this Agreement shall terminate automatically with respect to any unpledged TIF Revenue, but shall not terminate with respect to any pledged TIF Revenue.

8. Entire Agreement. This instrument embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the Parties hereto. No modification to this Agreement shall be valid unless agreed to in writing by the Parties hereto.

9. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their successors in interest.

10. No Third-Party Enforcement. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned Parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned Parties that any entity other than the undersigned Parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

11. No Waiver of Immunities. Nothing contained herein shall be construed as a waiver, in whole or in part, by any Party hereto of the rights, protections, and privileges afforded under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., or under any other law, nor

shall any portion of this Agreement be deemed to have created a duty of care which did not previously exist with respect to any person not a Party to this Agreement.

12. Severability. If any provision of this Agreement is found to be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

13. No Assignment. No Party may assign any of its rights or obligations under this Agreement without the express prior written consent of the other Party. Any attempted assignment in violation of this provision shall be null and void and of no force and effect.

14. Paragraph Captions. The captions of the paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

15. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

16. Governing Law; Venue. This Agreement and the provisions hereof shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any action or proceeding arising under or concerning this Agreement shall be exclusively in Moffat County, Colorado.

17. No Presumption. The Parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the Party causing the Agreement to be drafted.

18. Notices. Any notice required by this Agreement shall be in writing. All notices, demands, requests and other communications required or permitted hereunder shall be in writing, and shall be (a) personally delivered with a written receipt of delivery; (b) sent by a nationally-recognized overnight delivery service requiring a written acknowledgement of receipt or providing a certification of delivery or attempted delivery; (c) sent by certified or registered mail, return receipt requested; or (d) sent by confirmed electronic delivery with an original copy thereof transmitted to the recipient by one of the means described in subsections (a) through (c) no later than 5 business days thereafter. All notices shall be deemed effective when actually delivered as documented in a delivery receipt; provided, however, that if the notice was sent by overnight courier or mail as aforesaid and is affirmatively refused or cannot be delivered during customary business hours by reason of the absence of a signatory to acknowledge receipt, or by reason of a change of address with respect to which the addressor did not have either knowledge or written notice delivered in accordance with this paragraph, then the first attempted delivery shall be deemed to constitute delivery. Each Party shall be entitled to change its address for notices from time to time by delivering to the other Party notice thereof in the manner herein provided for the delivery of notices. All notices shall be sent to the addressee at its address set forth in the Preamble to this Agreement.

19. Days. If the day for any performance or event provided for herein is a Saturday, a

Sunday, a day on which national banks are not open for the regular transactions of business, or a legal holiday pursuant to C.R.S. § 24-11-101(1), such day shall be extended until the next day on which such banks and state offices are open for the transaction of business.

20. Parties Not Partners. Notwithstanding any language in this Agreement or any other agreement, representation, or warranty to the contrary, the Parties shall not be deemed to be partners or joint venturers, and no Party shall be responsible for any debt or liability of any other Party.

21. Inclusion of Agricultural Land. The Plan area contains Agricultural Land (as defined in § 31-25-103 of the Act), and this Agreement constitutes agreement by the School District to inclusion of the Agricultural Land in the Plan area as required by § 31-25-107(1)(c)(II)(D) of the Act. The Act requires that Agricultural Land included within an urban renewal plan area to be valued at fair market value for purposes of establishing the base and calculating the increment. Accordingly, as demonstrated in the Tax Forecast and Impact Reports for the Plan previously submitted to the School District, the Agricultural Land base value has been established at fair market rates.

22. Waiver. Pursuant to C.R.S. § 31-25-107(11), the School District agrees to waive all provisions of C.R.S. § 31-25-107(9.5)(a) that provide for notice to the School District of the Plan.

23. Retention of and Access to Books and Records. The Parties acknowledge and agree that CURA is subject to the Colorado Open Records Act, C.R.S. § 24-72-101, et seq. During the term of this Agreement and for an additional period of three (3) years after termination or expiration of this Agreement and all other pending matters are closed, CURA shall keep in good, legible and unaltered condition all of its books, documents, papers, files and records (including electronic files, records and data) pertinent to this Agreement (collectively, “**Records**”). CURA shall provide the School District and any of its duly authorized representatives full and unfettered access, during business hours, to any and all of such Records for the purpose of making audit, inspection, examination, excerpts, copies and transcriptions; provided, however, that CURA shall not be obligated to provide the School District with any Records that CURA has agreed to keep confidential pursuant to any third party agreements or any Records that constitute attorney work product or are subject to attorney–client privilege.

[signature page follows]

IN WITNESS WHEREOF, CURA and the School District have caused their duly authorized officials to execute this Agreement effective as of the Effective Date.

MOFFAT COUNTY SCHOOL DISTRICT RE-1,
a political subdivision of the State of Colorado

By: _____
Title: _____

ATTEST:

By: _____

CRAIG URBAN RENEWAL AUTHORITY,
a body corporate and politic of the State of
Colorado

By: _____
Title: _____

ATTEST:

By: _____

Exhibit A
Legal Description of the TIF Area

Craig Urban Renewal Authority
Urban Renewal Area #2
Legal Description of the Zone

Being approximately 275 acres more or less of land out of the City of Craig and out of Moffat County, Colorado, described generally as follows;

Beginning at a point on the northerly right-of-way line of 6th Street, and the westerly right-of-way line of Breeze Street, said point also being the southeast corner of Lot 24, Block 21, of the Town of Craig Subdivision;

Thence southerly with the westerly right-of-way line of Breeze Street to a point on the northerly right-of-way line of Third Street and the Denver and Rio Grande Railroad, said point being the southeast corner of Lot 24 Block 44 of the Town of Craig subdivision;

Thence westerly with the northerly right-of-way line of 3rd Street and the Denver and Rio Grande Railroad, to a point on the westerly right-of-way line of Colorado Highway 394 (Ranney Street);

Thence southerly with the westerly right-of-way line of Colorado Highway 394 (Ranney Street), to a point on the southerly right-of-way line of 1st Street;

Thence crossing the Colorado Highway 394 (Ranney Street) right-of-way in an easterly direction with the southerly right-of-way line of 1st Street, to a point on the southerly right-of-way line of 1st street and the East-West Centerline of Section 6, Township 6 North, Range 90 West of the 6th P.M., said point being on the North line of Lot 12 of Schmidt Industrial Park;

Thence northeasterly along the southeasterly right-of-way line of 1st Street, to a point on the easterly extension of the southerly right-of-way line of Stock Drive,

Thence crossing the 1st Street right-of-way in a northerly direction to a point on the northerly right-of-way line of Stock Drive and the Denver and Rio Grande Railroad;

Thence westerly with the northerly right-of-way line of Stock Drive and the Denver Rio Grande Railroad to the southeast corner of Lot 2, Block 9 of the Amendment to the Plat of Victory Addition;

Thence northerly along the easterly line of said Lot 2, to a point on the southerly right-of-way line of East Third Street and easterly right-of-way line of Legion Street, said point being the northeast corner of said Lot 2;

Thence northerly along the easterly right-of-way line of Legion Street, to a point on the northerly right-of-way line of East Fourth Street, said point being the southeast corner of Tract 11 of the Amendment to the Plat of Victory Addition;

Thence northwesterly along the northerly line of said Tract 11, to a point on the easterly right-of-way line of Lincoln Street/U.S. Highway 40, said point being the northwesterly corner of said Tract 11;

Thence northerly with the easterly right-of-way line of Lincoln Street, to a point on the southerly right-of-way line of 6th Street, said point being the northwest corner of Lot 46, Block 7 of Rosedale Addition;

Thence westerly with the southerly right-of-way line of 6th Street to a point on the westerly right-of-way line of Washington Street, said point being the northeast corner of Lot 1 Block 5 of Rosedale Addition;

Thence southerly with the westerly right-of-way line of Washington Street, to a point on the northerly right-of-way line of 4th Street/U.S. Highway 40, said point being the southeasterly corner of Lot 24, Block 4 of Victory Addition;

Thence westerly with the northerly right-of-way line of 4th Street/U.S. Highway 40 to a point on the westerly right-of-way line of Tucker Street, said point being the southeast corner of the Alpine Condominiums plat;

Thence crossing the 4th Street/U.S. Highway 40 right-of-way in a southerly direction with the westerly right-of-way line Tucker Street, to a point on the Northerly right-of-way line of Third Street and the Denver and Rio Grande Railroad, said point being the southeast corner of lot 24 Block 47 of the Town of Craig;

Thence westerly with the northerly right-of-way line of Third Street and the Denver and Rio Grande Railroad to a point on the easterly right-of-way line of Russell Street, said point being the southwest corner of Lot 25 Block 27 of the Town of Craig;

Thence northerly with the easterly right-of-way line of Russell Street to the northerly right-of-way line of 6th Street, said point being the southwest corner of Lot 25 Block 19, of the Town of Craig;

Thence westerly with the northerly right-of-way line of 6th Street to the Point of Beginning.

CRAIG URBAN RENEWAL AUTHORITY

RESOLUTION CURA No. 9 (2021)

**A RESOLUTION OF
THE CRAIG URBAN RENEWAL AUTHORITY APPROVING COOPERATION
AGREEMENTS WITH MOFFAT COUNTY FOR SHARING OF INCREMENTAL TAX
REVENUE**

WHEREAS, the City of Craig (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 Charter of the City of Craig (the “Charter”); and

WHEREAS, during a special meeting of the City of Craig City Council (the “Council”) on October 23, 2020, Council directed staff to move forward with the necessary steps to place before the Council the question of formation of an urban renewal authority for the City, including commissioning one or more existing conditions studies of portions of the City (the “Studies”); and

WHEREAS, on January 23, 2021 the Craig Urban Renewal Authority (the “Authority”) was established as a duly constituted urban renewal authority 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 C.R.S. § 31-25-101 et seq. (the “Act”); and

WHEREAS, pursuant to C.R.S. § 31-25-109, 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, for the purpose of financing the activities and operations authorized to be undertaken by the Authority with respect to urban renewal projects in accordance with an adopted urban renewal plan and the Act, as approved by the City; and

WHEREAS, City and Authority staff are preparing a proposed urban renewal plan (the “URA #1 Urban Renewal Plan”) for the area legally described in the URA #1 Urban Renewal Plan (the “URA #1 Plan Area”) and a second proposed urban renewal plan (the “URA #2 Urban Renewal Plan” and together with the URA #1 Urban Renewal Plan, collectively, the “Urban Renewal Plans”) for the area legally described in the URA #2 Urban Renewal Plan (the “URA #2 Plan Area” and together with the URA #1 Plan Area, collectively, the “Plan Areas”) in preparation for the Council’s consideration of the Studies and the Urban Renewal Plans at a public evidentiary hearing as contemplated in C.R.S. § 31-25-107; and

WHEREAS, the Urban Renewal Plans describe urban renewal projects for the elimination and prevention of the blight identified in the Studies that authorize tax increment financing through the retention of incremental property tax revenues from other taxing entities levying a tax in the Plan Areas as a tool to fund public improvements in and around the Plan Areas and to stimulate and leverage private development in the Plan Areas; and

WHEREAS, notice to the boards of the taxing entities levying a tax in the Plan Areas has been provided pursuant to C.R.S. § 31-25-107(9.5)(a) of the proposed Urban Renewal Plans and the intent to begin negotiations with the representatives of these boards to reach agreement on how the incremental property tax revenues generated in the Plan Areas will be shared; and

WHEREAS, as result of negotiations with the City, the “Cooperation Agreement for Sharing of Incremental Revenue (URA #1 Urban Renewal Plan)” attached as **Exhibit A** and incorporated herein by reference and the “Cooperation Agreement for Sharing of Incremental Revenue (URA #2 Urban Renewal Plan)” attached as **Exhibit B** and incorporated herein by reference have been negotiated between the Authority and the City (collectively, the “Cooperation Agreements”); and

WHEREAS, Article XIV, Section 18 of the Colorado Constitution, C.R.S. § 29-1-201, et seq. and C.R.S. § 31-25-112 of the Act, provide for and encourage urban renewal authorities and governmental entities within Colorado to make the most efficient and effective use of their powers and responsibilities by cooperating with each other to accomplish specific public purposes.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF THE CRAIG URBAN RENEWAL AUTHORITY:

Section 1. The foregoing Recitals are incorporated herein by this reference.

Section 2. The Authority approves the Cooperation Agreements attached hereto as **Exhibit A** and **Exhibit B**.

Section 3. The Chair is authorized to enter into the Cooperation Agreements on the Authority’s behalf in substantially the same form as the copies attached hereto as **Exhibit A** and **Exhibit B**.

INTRODUCED, READ AND ADOPTED this 9th day of June, 2021.

CRAIG URBAN RENEWAL AUTHORITY

By: _____
Chair

ATTEST:

Secretary/Executive Director

Exhibit A

Cooperation Agreement for Sharing of Incremental Revenue (URA #1 Urban Renewal Plan)

[attached]

Exhibit A

INTERGOVERNMENTAL AGREEMENT FOR
PROPERTY TAX INCREMENT REVENUE SHARING
(Moffat County)
(Craig URA #1 Urban Renewal Plan)

This Intergovernmental Agreement (“**Agreement**”), is entered into effective as of the 9th day of June, 2021 (the “**Effective Date**”), by and between the **CRAIG URBAN RENEWAL AUTHORITY**, a body corporate and politic of the State of Colorado (the “**Authority**”), whose address is 300 W 4th Street, Craig, CO 81625, and **MOFFAT COUNTY**, a political subdivision of the State of Colorado (the “**County**”), whose address is 221 West Victory Way, Craig, CO 81625. The Authority and the County may be referred to herein individually as a “**Party**” and may be collectively referred to herein as the “**Parties**.”

RECITALS.

The following recitals are incorporated in and made a part of this Agreement. Capitalized terms used herein and not otherwise defined are defined in Section 1 below.

A. Proposed Redevelopment. The County has been advised that the real property described in Exhibit A (the “Property”), lying within the corporate limits of the City of Craig, Colorado (the “City”), is being studied for designation as an urban renewal area in order to encourage redevelopment to eliminate existing blighted conditions which constitute threats to the health, safety and welfare of the community and barriers to development.

B. Urban Renewal and Tax Increment Financing. The Authority has recommended inclusion of the Property in a proposed urban renewal plan, entitled the “Craig URA #1 Urban Renewal Plan” (the “Plan” or “Urban Renewal Plan”) authorizing and utilizing tax increment financing in accordance with the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (the “Act”). The proposed Plan that includes the Property has been provided to the County under separate cover. The final Plan approved by the City Council of the City shall be the “Plan” for purposes of this Agreement.

C. Nature of Urban Renewal Project and Purpose of Agreement. The proposed Urban Renewal Project is necessary to serve the proposed Urban Renewal Area and to comply with § 31-25-107(4)(g) of the Act that requires the Plan to afford maximum opportunity, consistent with the sound needs of the municipality as a whole, for the rehabilitation or redevelopment of the Urban Renewal Area by private enterprise. Approval of the Urban Renewal Plan is subject to recent legislation, including requirements imposed by HB 15-1348 for new urban renewal plans adopted after January 1, 2016.

D. Impact Report. The Authority has submitted to the County a copy of the Impact Report, which includes a tax forecast for the County.

E. Colorado Urban Renewal Law. In accordance with the Act as amended to the date of this Agreement (including the requirements of HB 15-1348 and SB 18-248), the Parties desire

to enter into this Agreement to facilitate adoption of the Plan and redevelopment of the proposed Urban Renewal Area described therein. The Agreement addresses, among other things, the estimated impacts on the County's services associated solely with the Urban Renewal Plan.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants, promises and agreements of each of the Parties hereto, to be kept and performed by each of them, it is agreed by and between the Parties hereto as set forth herein.

1. DEFINITIONS. As used in this Agreement:
 - 1.1. "Act" means the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S.
 - 1.2. "Administrative Fee" has the meaning set forth in Section 3.3.
 - 1.3. "Agreement" means this Agreement, as it may be amended or supplemented in writing. References to sections or exhibits are to this Agreement unless otherwise qualified.
 - 1.4. "Agricultural Land" shall have the same meaning as defined in § 31-25-103 of the Act.
 - 1.5. "Authority" means the Party described in the Preamble to this Agreement, the Craig Urban Renewal Authority, a body corporate and politic of the State of Colorado.
 - 1.6. "Bonds" shall have the same meaning as defined in § 31-25-103 of the Act.
 - 1.7. "County" means the Party described in the Preamble to this Agreement, Moffat County, a public body corporate and political subdivision of the State of Colorado.
 - 1.8. "County Increment" means the portion of Property Tax Increment Revenues generated by the County's mill levy received by the Authority from the Moffat County Treasurer and paid into the Special Fund as specified in Section 3.1.
 - 1.9. "Duration" means the twenty-five (25) year period that the tax increment or tax allocation provisions will be in effect as specified in the Plan, and pursuant to § 31-25-107(9)(a) of the Act.
 - 1.10. "Eligible Costs" means those costs eligible to be paid or reimbursed from the Property Tax Increment Revenues pursuant to the Act.
 - 1.11. "Future Mill Levy" has the meaning set forth in Section 3.2.
 - 1.12. "Impact Report" means the Tax Forecast and County Impact Report for URA #1 Urban Renewal Area dated June 9th, 2021, that has been provided to the District under separate cover.

1.13. “Party” or “Parties” means the Authority or the District or both and their lawful successors and assigns.

1.14. “Plan” means the urban renewal plan defined in Recital B above.

1.15. “Project” shall have the same meaning as Urban Renewal Project.

1.16. “Property Tax Increment Revenues” means all the TIF revenues derived from ad valorem property tax levies described in § 31-25-107(9)(a)(II) of the Act allocated to the Special Fund for the Duration.

1.17. “Special Fund” means the fund described in the Plan and §31-25-107(9)(a)(II) of the Act into which the Property Tax Increment Revenues will be deposited.

1.18. “TIF” means the property tax increment portion of the property tax assessment roll described in § 31-25-107(9)(a)(II) of the Act.

1.19. “City” means the Party described in Recital A to this Agreement, the City of Craig, Colorado.

1.20. “Urban Renewal Area” means the area included in the boundaries of the Plan.

1.21. “Urban Renewal Plan” means the urban renewal plan defined in Recital B above.

1.22. “Urban Renewal Project” means all undertakings and activities, or any combination thereof, required to carry out the Urban Renewal Plan pursuant to the Act.

2. Impact Report. The Parties acknowledge and agree that the Impact Report addresses the following information and hereby make and adopt the following findings relating to the Impact Report:

(a) The Urban Renewal Project is projected to create benefits as specified in the Impact Report that will benefit the Parties, the region, and the State of Colorado.

(b) The Duration of time estimated to complete the Urban Renewal Project is the twenty-five (25) year period of time specified in § 31-25-107(9)(a) of the Act.

(c) The estimated annual Property Tax Increment Revenue to be generated by the Urban Renewal Project for the Duration of the Urban Renewal Project and the portion of such Property Tax Increment Revenue to be allocated to fund the Urban Renewal Project are set forth in this Agreement and the Impact Report.

(d) The nature and relative size of the revenue and other benefits and impacts expected to accrue to the City, the County, and other taxing entities that levy property taxes in the Urban Renewal Area are set forth in the Impact Report and include, without limitation:

- (i) The increase in base value resulting from biennial general reassessments for the Duration in accordance with § 31-25-107(9)(e) of the Act;
- (ii) The benefit of improvements in the Urban Renewal Area to existing taxing entity infrastructure in accordance with § 31-25-107(3.5) of the Act;
- (iii) The estimate of the impact of the Urban Renewal Project on District and taxing entity revenues in accordance with § 31-25-107(3.5) of the Act;
- (iv) The cost of additional County and taxing body infrastructure and services required to serve development in the Urban Renewal Area in accordance with § 31-25-107(3.5) of the Act;
- (v) The method under which the Authority will finance, or that agreements are in place to finance, any additional County infrastructure and services required to serve development in the Urban Renewal Area for the period in which Property Tax Increment Revenues are shared;
- (vi) The capital or operating costs of the Parties, the City, and other taxing bodies that are expected to result from the Urban Renewal Project in accordance with HB 15-1348;
- (vii) The legal limitations on the use of revenues belonging to the Parties, the City, and any taxing entity in accordance with HB 15-1348 and SB 18-248; and
- (viii) The other estimated impacts of the Urban Renewal Project on County and other taxing body services or revenues in accordance with § 31-25-107(3.5) of the Act.

3. RETENTION OF PROPERTY TAX INCREMENT REVENUES. In compliance with the requirements of HB 15-1348 and SB 18-248, and in consideration of the agreement of the County to the adoption of the Urban Renewal Plan, the Parties have negotiated and agreed to the sharing of Property Tax Increment Revenues as set forth herein.

3.1. District Increment Revenues. The County and the Authority agree that the Authority may retain and expend in furtherance of the Urban Renewal Project one hundred percent (100%) of the TIF revenues derived from the County’s ad valorem property tax mill levy (the “County Increment”), commencing on the date of approval by the City of the Plan, and lasting for the first 13 years of the term. The County and the Authority agree that the Authority may retain and expend in furtherance of the Urban Renewal Project seventy-five percent (75%) of the TIF revenues derived from the County’s ad valorem property tax mill levy (the “County Increment”) for the last 12 years of the term.

3.2. Mill Levy Allocation. If the County’s eligible electors approve a new or increased mill levy for any lawful purpose (“Future Mill Levy”), any revenue derived from the Future Mill Levy shall not be considered part of the County Increment. Rather, upon approval by the eligible electors of the County of a Future Mill Levy, the County shall provide notification of the same to

the Authority. From the date of such notice until the Duration has expired, the Authority shall annually deduct from the Property Tax Increment Revenue it receives any revenues attributable to the Future Mill Levy, as applicable, and shall remit such Future Mill Levy revenues to the County.

3.3. Authority Administrative Fee. An administrative fee equal to one percent (1%) of the Property Tax Increment Revenues as determined on an annual basis shall be retained by the Authority from the Property Tax Increment Revenues (the “Administrative Fee”). Notwithstanding anything to the contrary set forth in this Agreement or in the Plan, the Authority shall be entitled to retain the Administrative Fee to pay the reasonable and customary administrative costs of the Authority incurred in connection with the Authority’s obligations under this Agreement including, but not limited to, the collection, enforcement, disbursement, and costs related to Property Tax Increment Revenues and the Urban Renewal Area.

4. PLEDGE OF PROPERTY TAX INCREMENT REVENUES. The County recognizes and agrees that in reliance on this Agreement and in accordance with the provisions of § 31-25-109(12) of the Act, the adoption and approval of the Plan includes an irrevocable pledge of all of the Property Tax Increment Revenues, including the County Increment, to pay the Authority’s Bonds and other financial obligations in connection with the Urban Renewal Project. The Authority has elected to apply the provisions of § 11-57-208, C.R.S., to this Agreement. The Property Tax Increment Revenues, when and as received by the Authority are and shall be subject to the lien of such pledge without any physical delivery, filing, or further act and are and shall be an obligation of the Parties pursuant to § 31-25-107(9) of the Act. The Parties agree that the creation, perfection, enforcement and priority of the pledge of the Property Tax Increment Revenues as provided herein shall be governed by § 11-57-208, C.R.S. The lien of such pledge on the Property Tax Increment Revenues shall have priority over any and all other obligations and liabilities of the Parties with respect to the Property Tax Increment Revenues.

5. INCLUSION OF AGRICULTURAL LAND. The Plan area contains Agricultural Land (as defined in § 31-25-103 of the Act), and this Agreement constitutes agreement by the County to inclusion of the Agricultural Land in the Plan area as required by § 31-25-107(1)(c)(II)(D) of the Act. The Act requires that Agricultural Land included within an urban renewal plan area to be valued at fair market value for purposes of establishing the base and calculating the increment. Accordingly, as demonstrated in the Impact Report for the Plan previously submitted to the County, the Agricultural Land base value has been established at fair market rates.

6. NOTIFICATION OF PROPOSED MODIFICATIONS OF THE PLAN; AGREEMENT NOT PART OF PLAN. The Authority agrees to notify the County of any intended modification of the Plan as required by § 31-25-107(7) of the Act. This Agreement is not part of the Plan.

7. LIMITATION OF AGREEMENT. This Agreement applies only to the County Increment, as calculated, produced, collected and paid to the Authority from the Urban Renewal Area by the Moffat County Treasurer in accordance with § 31-25-107(9)(a)(II) of the Act and the rules and regulations of the Property Tax Administrator of the State of Colorado, and does not include any other revenues of the County, the City or the Authority.

8. MISCELLANEOUS.

8.1. Delays. Any delays in or failure of performance by any Party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God; fires; floods; earthquake; abnormal weather; strikes; labor disputes; accidents; regulation or order of civil or military authorities; shortages of labor or materials; pandemic; or other causes, similar or dissimilar, including economic downturns, which are beyond the control of such Party.

8.2. Termination and Subsequent Legislation or Litigation. In the event of termination of the Plan, including its TIF financing component, the Authority may terminate this Agreement by delivering written notice to the County. The Parties further agree that in the event legislation is adopted or a decision by a court of competent jurisdiction after the effective date of this Agreement that invalidates or materially effects any provisions hereof, the Parties will in good faith negotiate for an amendment to this Agreement that most fully implements the original intent, purpose and provisions of this Agreement, but does not impair any otherwise valid contracts in effect at such time.

8.3. Entire Agreement. This instrument embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the Parties hereto. No modification to this Agreement shall be valid unless agreed to in writing by the Parties.

8.4. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties and their successors in interest.

8.5. No Third-Party Enforcement. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned Parties and nothing in this agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned Parties that any person or entity other than the undersigned Parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

8.6. No Waiver of Immunities. Nothing in this Agreement shall be construed as a waiver of the rights and privileges of the Parties pursuant to the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as the same may be amended from time to time. No portion of this Agreement shall be deemed to have created a duty of care which did not previously exist with respect to any person not a party to this agreement.

8.7. Amendment. This Agreement may be amended only by an instrument in writing signed by the Parties.

8.8. Parties not Partners. Notwithstanding any language in this Agreement or any other agreement, representation, or warranty to the contrary, the Parties shall not be deemed to be partners or joint venturers, and no Party shall be responsible for any debt or liability of any other Party.

8.9. Interpretation. All references herein to Bonds shall be interpreted to include the incurrence of debt by the Authority in any form consistent with the definition of “Bonds” in the Act, including payment of Eligible Costs or any other lawful financing obligation.

8.10. Incorporation of Recitals and Exhibits. The provisions of the Recitals and the Exhibits attached to this Agreement are incorporated in and made a part of this Agreement.

8.11. No Assignment. No Party may assign any of its rights or obligations under this Agreement.

8.12. Section Captions. The captions of the sections are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

8.13. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

8.14. Governing Law. This Agreement and the provisions hereof shall be governed by and construed in accordance with the laws of the State of Colorado.

8.15. No Presumption. The Parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the Party causing the Agreement to be drafted.

8.16. Notices. Any notice required by this Agreement shall be in writing. All notices, demands, requests and other communications required or permitted hereunder shall be in writing, and shall be (a) personally delivered with a written receipt of delivery; (b) sent by a nationally-recognized overnight delivery service requiring a written acknowledgement of receipt or providing a certification of delivery or attempted delivery; (c) sent by certified or registered mail, return receipt requested; or (d) sent by confirmed facsimile transmission or electronic delivery with an original copy thereof transmitted to the recipient by one of the means described in subsections (a) through (c) no later than 5 business days thereafter. All notices shall be deemed effective when actually delivered as documented in a delivery receipt; provided, however, that if the notice was sent by overnight courier or mail as aforesaid and is affirmatively refused or cannot be delivered during customary business hours by reason of the absence of a signatory to acknowledge receipt, or by reason of a change of address with respect to which the addressor did not have either knowledge or written notice delivered in accordance with this paragraph, then the first attempted delivery shall be deemed to constitute delivery. Each Party shall be entitled to change its address for notices from time to time by delivering to the other Party notice thereof in the manner herein provided for the delivery of notices. All notices shall be sent to the addressee at its address set forth in the Preamble to this Agreement.

8.17. Days. If the day for any performance or event provided for herein is a Saturday, a Sunday, a day on which national banks are not open for the regular transactions of business, or a legal holiday pursuant to C.R.S. § 24-11-101(1), such day shall be extended until the next day on which such banks and state offices are open for the transaction of business.

8.18. Authority. The persons executing this Agreement on behalf of the Parties covenant and warrant that each is fully authorized to execute this Agreement on behalf of such Party.

[signature page follows]

IN WITNESS WHEREOF, the Authority and the County have caused their duly authorized officials to execute this Agreement effective as of the Effective Date.

MOFFAT COUNTY,
a political subdivision of the State of Colorado

By: _____
Title: _____

ATTEST:

By: _____

CRAIG URBAN RENEWAL AUTHORITY, a
body corporate and politic of the State of Colorado

By: _____
Title: _____

ATTEST:

By: _____

Exhibit A

The Property

Craig URA #1 Urban Renewal Area Legal Description

Craig Urban Renewal Authority
Urban Renewal Area #1
Legal Description of the Zone

Being approximately 53 acres more or less of land out of the City of Craig, Moffat County, Colorado, described generally as follows;

Beginning at a point on the North right-of-way line of U.S. Highway 40 (Victory Way) and the East right-of-way line of Steele Street, said point being the southwest corner of Lot 18, Block 1 of the Holiday Park Subdivision;

Thence crossing the U.S. Highway 40 right-of-way in a southerly direction to a point on the southerly right-of-way line of said U.S. Highway 40, said point being the northwest corner of Lot 1, Block 1 of the Davis Gardens Park Subdivision;

Thence southerly with the easterly right-of-way of line of Steele Street, to a point on the northerly right-of-way line of the Denver and Rio Grande Railroad, said point being the southwest corner of Lot 26, Block 2 of the Davis Gardens Subdivision;

Thence southerly with the southerly projection of the easterly right-of-way line of Steele Street to a point on the southerly right-of-way line of the Denver and Rio Grande Railroad;

Thence westerly with the southerly right-of-way line of the Denver and Rio Grande Railroad, to a point on the easterly right-of-way line of Mack Lane;

Thence westerly with the westerly projection of the southerly right-of-way line of the Denver and Rio Grande Railroad to a point on the westerly right-of-way line of Mack Lane;

Thence northerly along the westerly right-of-way line of Mack Lane to a point on the southerly right-of-way line of U.S. Highway 40, said point being the northeast corner of Lot 1A of Kum & Go Store #902 replat;

Thence crossing the U.S. Highway 40 right-of-way in a northerly direction to a point on the westerly right-of-way line of Finley lane, said point being the southeast corner of a parcel of land described in Book 225 at Page 80;

Thence northerly with the westerly right-of-way line of Finley lane, to a point at a westerly projection of the northerly right-of-way line of 6th Street;

Thence easterly with the westerly projection of the northerly right-of-way line of 6th Street, to a point on the easterly right-of-way line of Finley Lane, said point being the southwest corner of Lot 7 of Block 5 of the Golden Meadows Subdivision;

Thence easterly with the northerly right-of-way line of 6th Street, to a point on the easterly right-of-way line of Ledford Street, said point being the southwest corner of Lot 7, Block 4 of the Golden Meadows Subdivision;

Thence southerly with the easterly right-of-way line of Ledford Street to a point on the northerly right-of-way line of U.S. Highway 40, said point being the southwest corner of Lot 2 of The Replat of Lots 17 Thru 21, Block 3 of the Plat of Golden Meadows;

Thence easterly with the northerly right-of-way line of U.S. Highway 40 to the point of beginning, containing approximately 62 acres, more or less.

Less and excepting therefrom Lot 2 of the Amended Plat of Beyer Minor Subdivision, containing 9 acres, more or less.

Exhibit B

Cooperation Agreement for Sharing of Incremental Revenue (URA #2 Urban Renewal Plan)

[attached]

Exhibit B

INTERGOVERNMENTAL AGREEMENT FOR
PROPERTY TAX INCREMENT REVENUE SHARING

(Moffat County)

(Craig URA #2 Urban Renewal Plan)

This Intergovernmental Agreement (“**Agreement**”), is entered into effective as of the 9th day of June, 2021 (the “**Effective Date**”), by and between the **CRAIG URBAN RENEWAL AUTHORITY**, a body corporate and politic of the State of Colorado (the “**Authority**”), whose address is 300 W 4th Street, Craig, CO 81625, and **MOFFAT COUNTY**, a political subdivision of the State of Colorado (the “**County**”), whose address is 221 West Victory Way, Craig, CO 81625. The Authority and the County may be referred to herein individually as a “**Party**” and may be collectively referred to herein as the “**Parties**.”

RECITALS.

The following recitals are incorporated in and made a part of this Agreement. Capitalized terms used herein and not otherwise defined are defined in Section 1 below.

A. Proposed Redevelopment. The County has been advised that the real property described in Exhibit A (the “Property”), lying within the limits of Moffat County with portions of which are lying within the limits of the City of Craig, Colorado (the “**City**”) in addition to portion within unincorporated Moffat County, is being studied for designation as an urban renewal area in order to encourage redevelopment to eliminate existing blighted conditions which constitute threats to the health, safety and welfare of the community and barriers to development.

B. Urban Renewal and Tax Increment Financing. The Authority has recommended inclusion of the Property in a proposed urban renewal plan, entitled the “Craig URA #2 Urban Renewal Plan” (the “Plan” or “Urban Renewal Plan”) authorizing and utilizing tax increment financing in accordance with the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (the “Act”). The proposed Plan that includes the Property has been provided to the County under separate cover. The final Plan approved by the City Council of the City shall be the “Plan” for purposes of this Agreement.

C. Nature of Urban Renewal Project and Purpose of Agreement. The proposed Urban Renewal Project is necessary to serve the proposed Urban Renewal Area and to comply with § 31-25-107(4)(g) of the Act that requires the Plan to afford maximum opportunity, consistent with the sound needs of the municipality as a whole, for the rehabilitation or redevelopment of the Urban Renewal Area by private enterprise. Approval of the Urban Renewal Plan is subject to recent legislation, including requirements imposed by HB 15-1348 for new urban renewal plans adopted after January 1, 2016.

D. Impact Report. The Authority has submitted to the County a copy of the Impact Report, which includes a tax forecast for the County.

E. Colorado Urban Renewal Law. In accordance with the Act as amended to the date of this Agreement (including the requirements of HB 15-1348 and SB 18-248), the Parties desire to enter into this Agreement to facilitate adoption of the Plan and redevelopment of the proposed Urban Renewal Area described therein. The Agreement addresses, among other things, the estimated impacts on the County's services associated solely with the Urban Renewal Plan.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants, promises and agreements of each of the Parties hereto, to be kept and performed by each of them, it is agreed by and between the Parties hereto as set forth herein.

1. DEFINITIONS. As used in this Agreement:
 - 1.1. "Act" means the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S.
 - 1.2. "Administrative Fee" has the meaning set forth in Section 3.3.
 - 1.3. "Agreement" means this Agreement, as it may be amended or supplemented in writing. References to sections or exhibits are to this Agreement unless otherwise qualified.
 - 1.4. "Agricultural Land" shall have the same meaning as defined in § 31-25-103 of the Act.
 - 1.5. "Authority" means the Party described in the Preamble to this Agreement, the Craig Urban Renewal Authority, a body corporate and politic of the State of Colorado.
 - 1.6. "Bonds" shall have the same meaning as defined in § 31-25-103 of the Act.
 - 1.7. "County" means the Party described in the Preamble to this Agreement, Moffat County, a public body corporate and political subdivision of the State of Colorado.
 - 1.8. "County Increment" means the portion of Property Tax Increment Revenues generated by the County's mill levy received by the Authority from the Moffat County Treasurer and paid into the Special Fund as specified in Section 3.1.
 - 1.9. "Duration" means the twenty-five (25) year period that the tax increment or tax allocation provisions will be in effect as specified in the Plan, and pursuant to § 31-25-107(9)(a) of the Act.
 - 1.10. "Eligible Costs" means those costs eligible to be paid or reimbursed from the Property Tax Increment Revenues pursuant to the Act.
 - 1.11. "Future Mill Levy" has the meaning set forth in Section 3.2.

1.12. “Impact Report” means the Tax Forecast and County Impact Report for URA #1 Urban Renewal Area dated June 9th, 2021, that has been provided to the District under separate cover.

1.13. “Party” or “Parties” means the Authority or the District or both and their lawful successors and assigns.

1.14. “Plan” means the urban renewal plan defined in Recital B above.

1.15. “Project” shall have the same meaning as Urban Renewal Project.

1.16. “Property Tax Increment Revenues” means all the TIF revenues derived from ad valorem property tax levies described in § 31-25-107(9)(a)(II) of the Act allocated to the Special Fund for the Duration.

1.17. “Special Fund” means the fund described in the Plan and §31-25-107(9)(a)(II) of the Act into which the Property Tax Increment Revenues will be deposited.

1.18. “TIF” means the property tax increment portion of the property tax assessment roll described in § 31-25-107(9)(a)(II) of the Act.

1.19. “City” means the Party described in Recital A to this Agreement, the City of Craig, Colorado.

1.20. “Urban Renewal Area” means the area included in the boundaries of the Plan.

1.21. “Urban Renewal Plan” means the urban renewal plan defined in Recital B above.

1.22. “Urban Renewal Project” means all undertakings and activities, or any combination thereof, required to carry out the Urban Renewal Plan pursuant to the Act.

2. Impact Report. The Parties acknowledge and agree that the Impact Report addresses the following information and hereby make and adopt the following findings relating to the Impact Report:

(a) The Urban Renewal Project is projected to create benefits as specified in the Impact Report that will benefit the Parties, the region, and the State of Colorado.

(b) The Duration of time estimated to complete the Urban Renewal Project is the twenty-five (25) year period of time specified in § 31-25-107(9)(a) of the Act.

(c) The estimated annual Property Tax Increment Revenue to be generated by the Urban Renewal Project for the Duration of the Urban Renewal Project and the portion of such Property Tax Increment Revenue to be allocated to fund the Urban Renewal Project are set forth in this Agreement and the Impact Report.

(d) The nature and relative size of the revenue and other benefits and impacts expected to accrue to the City, the County, and other taxing entities that levy property taxes

in the Urban Renewal Area are set forth in the Impact Report and include, without limitation:

- (i) The increase in base value resulting from biennial general reassessments for the Duration in accordance with § 31-25-107(9)(e) of the Act;
- (ii) The benefit of improvements in the Urban Renewal Area to existing taxing entity infrastructure in accordance with § 31-25-107(3.5) of the Act;
- (iii) The estimate of the impact of the Urban Renewal Project on District and taxing entity revenues in accordance with § 31-25-107(3.5) of the Act;
- (iv) The cost of additional County and taxing body infrastructure and services required to serve development in the Urban Renewal Area in accordance with § 31-25-107(3.5) of the Act;
- (v) The method under which the Authority will finance, or that agreements are in place to finance, any additional County infrastructure and services required to serve development in the Urban Renewal Area for the period in which Property Tax Increment Revenues are shared;
- (vi) The capital or operating costs of the Parties, the City, and other taxing bodies that are expected to result from the Urban Renewal Project in accordance with HB 15-1348;
- (vii) The legal limitations on the use of revenues belonging to the Parties, the City, and any taxing entity in accordance with HB 15-1348 and SB 18-248; and
- (viii) The other estimated impacts of the Urban Renewal Project on County and other taxing body services or revenues in accordance with § 31-25-107(3.5) of the Act.

3. INCLUSION OF UNINCORPORATED TERRITORY. The Plan area contains unincorporated territory that is outside the boundaries of the City (the “Unincorporated Territory”). Pursuant to § 31-25-112.5(5) of the Act, this Agreement constitutes consent by the County to inclusion of the Unincorporated Territory in the Plan area as required by § 31-25-112.5(1) of the Act.

4. RETENTION OF PROPERTY TAX INCREMENT REVENUES. In compliance with the requirements of HB 15-1348 and SB 18-248, and in consideration of the agreement of the County to the adoption of the Urban Renewal Plan, the Parties have negotiated and agreed to the sharing of Property Tax Increment Revenues as set forth herein.

4.1. District Increment Revenues. The County and the Authority agree that the Authority may retain and expend in furtherance of the Urban Renewal Project one hundred percent (100%) of the TIF revenues derived from the County’s ad valorem property tax mill levy (the “County Increment”), commencing on the date of approval by the City of the Plan, and lasting for

the first 13 years of the term. The County and the Authority agree that the Authority may retain and expend in furtherance of the Urban Renewal Project seventy-five percent (75%) of the TIF revenues derived from the County's ad valorem property tax mill levy (the "County Increment") for the last 12 years of the term.

4.2. Mill Levy Allocation. If the County's eligible electors approve a new or increased mill levy for any lawful purpose ("Future Mill Levy"), any revenue derived from the Future Mill Levy shall not be considered part of the County Increment. Rather, upon approval by the eligible electors of the County of a Future Mill Levy, the County shall provide notification of the same to the Authority. From the date of such notice until the Duration has expired, the Authority shall annually deduct from the Property Tax Increment Revenue it receives any revenues attributable to the Future Mill Levy, as applicable, and shall remit such Future Mill Levy revenues to the County.

4.3. Authority Administrative Fee. An administrative fee equal to one percent (1%) of the Property Tax Increment Revenues as determined on an annual basis shall be retained by the Authority from the Property Tax Increment Revenues (the "Administrative Fee"). Notwithstanding anything to the contrary set forth in this Agreement or in the Plan, the Authority shall be entitled to retain the Administrative Fee to pay the reasonable and customary administrative costs of the Authority incurred in connection with the Authority's obligations under this Agreement including, but not limited to, the collection, enforcement, disbursement, and costs related to Property Tax Increment Revenues and the Urban Renewal Area.

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7. NOTIFICATION OF PROPOSED MODIFICATIONS OF THE PLAN; AGREEMENT NOT PART OF PLAN. The Authority agrees to notify the County of any intended

modification of the Plan as required by § 31-25-107(7) of the Act. This Agreement is not part of the Plan.

8. LIMITATION OF AGREEMENT. This Agreement applies only to the County Increment, as calculated, produced, collected and paid to the Authority from the Urban Renewal Area by the Moffat County Treasurer in accordance with § 31-25-107(9)(a)(II) of the Act and the rules and regulations of the Property Tax Administrator of the State of Colorado, and does not include any other revenues of the County, the City or the Authority.

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9.1. Delays. Any delays in or failure of performance by any Party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God; fires; floods; earthquake; abnormal weather; strikes; labor disputes; accidents; regulation or order of civil or military authorities; shortages of labor or materials; pandemic; or other causes, similar or dissimilar, including economic downturns, which are beyond the control of such Party.

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9.16. Notices. Any notice required by this Agreement shall be in writing. All notices, demands, requests and other communications required or permitted hereunder shall be in writing, and shall be (a) personally delivered with a written receipt of delivery; (b) sent by a nationally-recognized overnight delivery service requiring a written acknowledgement of receipt or providing a certification of delivery or attempted delivery; (c) sent by certified or registered mail, return receipt requested; or (d) sent by confirmed facsimile transmission or electronic delivery with an original copy thereof transmitted to the recipient by one of the means described in subsections (a) through (c) no later than 5 business days thereafter. All notices shall be deemed effective when actually delivered as documented in a delivery receipt; provided, however, that if the notice was sent by overnight courier or mail as aforesaid and is affirmatively refused or cannot be delivered during customary business hours by reason of the absence of a signatory to acknowledge receipt, or by reason of a change of address with respect to which the addressor did not have either knowledge or written notice delivered in accordance with this paragraph, then the first attempted delivery shall be deemed to constitute delivery. Each Party shall be entitled to change its address

for notices from time to time by delivering to the other Party notice thereof in the manner herein provided for the delivery of notices. All notices shall be sent to the addressee at its address set forth in the Preamble to this Agreement.

9.17. Days. If the day for any performance or event provided for herein is a Saturday, a Sunday, a day on which national banks are not open for the regular transactions of business, or a legal holiday pursuant to C.R.S. § 24-11-101(1), such day shall be extended until the next day on which such banks and state offices are open for the transaction of business.

9.18. Authority. The persons executing this Agreement on behalf of the Parties covenant and warrant that each is fully authorized to execute this Agreement on behalf of such Party.

[signature page follows]

IN WITNESS WHEREOF, the Authority and the County have caused their duly authorized officials to execute this Agreement effective as of the Effective Date.

MOFFAT COUNTY,
a political subdivision of the State of Colorado

By: _____
Title: _____

ATTEST:

By: _____

CRAIG URBAN RENEWAL AUTHORITY, a
body corporate and politic of the State of Colorado

By: _____
Title: _____

ATTEST:

By: _____

Exhibit A

The Property

Craig URA #2 Urban Renewal Area Legal Description

Craig Urban Renewal Authority
Urban Renewal Area #2
Legal Description of the Zone

Being approximately 275 acres more or less of land out of the City of Craig and out of Moffat County, Colorado, described generally as follows;

Beginning at a point on the northerly right-of-way line of 6th Street, and the westerly right-of-way line of Breeze Street, said point also being the southeast corner of Lot 24, Block 21, of the Town of Craig Subdivision;

Thence southerly with the westerly right-of-way line of Breeze Street to a point on the northerly right-of-way line of Third Street and the Denver and Rio Grande Railroad, said point being the southeast corner of Lot 24 Block 44 of the Town of Craig subdivision;

Thence westerly with the northerly right-of-way line of 3rd Street and the Denver and Rio Grande Railroad, to a point on the westerly right-of-way line of Colorado Highway 394 (Ranney Street);

Thence southerly with the westerly right-of-way line of Colorado Highway 394 (Ranney Street), to a point on the southerly right-of-way line of 1st Street;

Thence crossing the Colorado Highway 394 (Ranney Street) right-of-way in an easterly direction with the southerly right-of-way line of 1st Street, to a point on the southerly right-of-way line of 1st street and the East-West Centerline of Section 6, Township 6 North, Range 90 West of the 6th P.M., said point being on the North line of Lot 12 of Schmidt Industrial Park;

Thence northeasterly along the southeasterly right-of-way line of 1st Street, to a point on the easterly extension of the southerly right-of-way line of Stock Drive,

Thence crossing the 1st Street right-of-way in a northerly direction to a point on the northerly right-of-way line of Stock Drive and the Denver and Rio Grande Railroad;

Thence westerly with the northerly right-of-way line of Stock Drive and the Denver Rio Grande Railroad to the southeast corner of Lot 2, Block 9 of the Amendment to the Plat of Victory Addition;

Thence northerly along the easterly line of said Lot 2, to a point on the southerly right-of-way line of East Third Street and easterly right-of-way line of Legion Street, said point being the northeast corner of said Lot 2;

Thence northerly along the easterly right-of-way line of Legion Street, to a point on the northerly right-of-way line of East Fourth Street, said point being the southeast corner of Tract 11 of the Amendment to the Plat of Victory Addition;

Thence northwesterly along the northerly line of said Tract 11, to a point on the easterly right-of-way line of Lincoln Street/U.S. Highway 40, said point being the northwesterly corner of said Tract 11;

Thence northerly with the easterly right-of-way line of Lincoln Street, to a point on the southerly right-of-way line of 6th Street, said point being the northwest corner of Lot 46, Block 7 of Rosedale Addition;

Thence westerly with the southerly right-of-way line of 6th Street to a point on the westerly right-of-way line of Washington Street, said point being the northeast corner of Lot 1 Block 5 of Rosedale Addition;

Thence southerly with the westerly right-of-way line of Washington Street, to a point on the northerly right-of-way line of 4th Street/U.S. Highway 40, said point being the southeasterly corner of Lot 24, Block 4 of Victory Addition;

Thence westerly with the northerly right-of-way line of 4th Street/U.S. Highway 40 to a point on the westerly right-of-way line of Tucker Street, said point being the southeast corner of the Alpine Condominiums plat;

Thence crossing the 4th Street/U.S. Highway 40 right-of-way in a southerly direction with the westerly right-of-way line Tucker Street, to a point on the Northerly right-of-way line of Third Street and the Denver and Rio Grande Railroad, said point being the southeast corner of lot 24 Block 47 of the Town of Craig;

Thence westerly with the northerly right-of-way line of Third Street and the Denver and Rio Grande Railroad to a point on the easterly right-of-way line of Russell Street, said point being the southwest corner of Lot 25 Block 27 of the Town of Craig;

Thence northerly with the easterly right-of-way line of Russell Street to the northerly right-of-way line of 6th Street, said point being the southwest corner of Lot 25 Block 19, of the Town of Craig;

Thence westerly with the northerly right-of-way line of 6th Street to the Point of Beginning.

CRAIG URBAN RENEWAL AUTHORITY

RESOLUTION CURA No. 10 (2021)

**A RESOLUTION OF
THE CRAIG URBAN RENEWAL AUTHORITY APPROVING COOPERATION
AGREEMENTS WITH THE CRAIG RURAL FIRE PROTECTION DISTRICT FOR
SHARING OF INCREMENTAL TAX REVENUE**

WHEREAS, the City of Craig (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 Charter of the City of Craig (the “Charter”); and

WHEREAS, during a special meeting of the City of Craig City Council (the “Council”) on October 23, 2020, Council directed staff to move forward with the necessary steps to place before the Council the question of formation of an urban renewal authority for the City, including commissioning one or more existing conditions studies of portions of the City (the “Studies”); and

WHEREAS, on January 23, 2021 the Craig Urban Renewal Authority (the “Authority”) was established as a duly constituted urban renewal authority 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 C.R.S. § 31-25-101 et seq. (the “Act”); and

WHEREAS, pursuant to C.R.S. § 31-25-109, 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, for the purpose of financing the activities and operations authorized to be undertaken by the Authority with respect to urban renewal projects in accordance with an adopted urban renewal plan and the Act, as approved by the City; and

WHEREAS, City and Authority staff are preparing a proposed urban renewal plan (the “URA #1 Urban Renewal Plan”) for the area legally described in the URA #1 Urban Renewal Plan (the “URA #1 Plan Area”) and a second proposed urban renewal plan (the “URA #2 Urban Renewal Plan” and together with the URA #1 Urban Renewal Plan, collectively, the “Urban Renewal Plans”) for the area legally described in the URA #2 Urban Renewal Plan (the “URA #2 Plan Area” and together with the URA #1 Plan Area, collectively, the “Plan Areas”) in preparation for the Council’s consideration of the Studies and the Urban Renewal Plans at a public evidentiary hearing as contemplated in C.R.S. § 31-25-107; and

WHEREAS, the Urban Renewal Plans describe urban renewal projects for the elimination and prevention of the blight identified in the Studies that authorize tax increment financing through the retention of incremental property tax revenues from other taxing entities levying a tax in the Plan Areas as a tool to fund public improvements in and around the Plan Areas and to stimulate and leverage private development in the Plan Areas; and

WHEREAS, notice to the boards of the taxing entities levying a tax in the Plan Areas has been provided pursuant to C.R.S. § 31-25-107(9.5)(a) of the proposed Urban Renewal Plans and the intent to begin negotiations with the representatives of these boards to reach agreement on how the incremental property tax revenues generated in the Plan Areas will be shared; and

WHEREAS, as result of negotiations with the City, the “Cooperation Agreement for Sharing of Incremental Revenue (URA #1 Urban Renewal Plan)” attached as **Exhibit A** and incorporated herein by reference and the “Cooperation Agreement for Sharing of Incremental Revenue (URA #2 Urban Renewal Plan)” attached as **Exhibit B** and incorporated herein by reference have been negotiated between the Authority and the City (collectively, the “Cooperation Agreements”); and

WHEREAS, Article XIV, Section 18 of the Colorado Constitution, C.R.S. § 29-1-201, et seq. and C.R.S. § 31-25-112 of the Act, provide for and encourage urban renewal authorities and governmental entities within Colorado to make the most efficient and effective use of their powers and responsibilities by cooperating with each other to accomplish specific public purposes.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF THE CRAIG URBAN RENEWAL AUTHORITY:

Section 1. The foregoing Recitals are incorporated herein by this reference.

Section 2. The Authority approves the Cooperation Agreements attached hereto as **Exhibit A** and **Exhibit B**.

Section 3. The Chair is authorized to enter into the Cooperation Agreements on the Authority’s behalf in substantially the same form as the copies attached hereto as **Exhibit A** and **Exhibit B**.

INTRODUCED, READ AND ADOPTED this 9th day of June, 2021.

CRAIG URBAN RENEWAL AUTHORITY

By: _____
Chair

ATTEST:

Secretary/Executive Director

Exhibit A

Cooperation Agreement for Sharing of Incremental Revenue (URA #1 Urban Renewal Plan)

[attached]

Exhibit A

INTERGOVERNMENTAL AGREEMENT FOR
PROPERTY TAX INCREMENT REVENUE SHARING

(Craig Rural Fire Protection District)
(Craig URA #1 Urban Renewal Plan)

This Intergovernmental Agreement (“**Agreement**”), is entered into effective as of the 9th day of June, 2021 (the “**Effective Date**”), by and between the **CRAIG URBAN RENEWAL AUTHORITY**, a body corporate and politic of the State of Colorado (the “**Authority**”), whose address is 300 W 4th Street, Craig, CO 81625, and the **CRAIG RURAL FIRE PROTECTION DISTRICT**, a political subdivision of the State of Colorado (the “**District**”), whose address is 419 Yampa Avenue, Craig, CO 81625. The Authority and the District may be referred to herein individually as a “**Party**” and may be collectively referred to herein as the “**Parties.**”

RECITALS.

The following recitals are incorporated in and made a part of this Agreement. Capitalized terms used herein and not otherwise defined are defined in Section 1 below.

A. Proposed Redevelopment. The District has been advised that the real property described in Exhibit A (the “Property”), lying within the corporate limits of the City of Craig, Colorado (the “City”), is being studied for designation as an urban renewal area in order to encourage redevelopment to eliminate existing blighted conditions which constitute threats to the health, safety and welfare of the community and barriers to development.

B. Urban Renewal and Tax Increment Financing. The Authority has recommended inclusion of the Property in a proposed urban renewal plan, entitled the “Craig URA #1 Urban Renewal Plan” (the “Plan” or “Urban Renewal Plan”) authorizing and utilizing tax increment financing in accordance with the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (the “Act”). The proposed Plan that includes the Property has been provided to the District under separate cover. The final Plan approved by the City Council of the City shall be the “Plan” for purposes of this Agreement.

C. Nature of Urban Renewal Project and Purpose of Agreement. The proposed Urban Renewal Project is necessary to serve the proposed Urban Renewal Area and to comply with § 31-25-107(4)(g) of the Act that requires the Plan to afford maximum opportunity, consistent with the sound needs of the municipality as a whole, for the rehabilitation or redevelopment of the Urban Renewal Area by private enterprise. Approval of the Urban Renewal Plan is subject to recent legislation, including requirements imposed by HB 15-1348 for new urban renewal plans adopted after January 1, 2016.

D. Impact Report. The Authority has submitted to the District a copy of the Impact Report, which includes a tax forecast for the District.

E. Colorado Urban Renewal Law. In accordance with the Act as amended to the date of this Agreement (including the requirements of HB 15-1348 and SB 18-248), the Parties desire

to enter into this Agreement to facilitate adoption of the Plan and redevelopment of the proposed Urban Renewal Area described therein. The Agreement addresses, among other things, the estimated impacts on the District's services associated solely with the Urban Renewal Plan.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants, promises and agreements of each of the Parties hereto, to be kept and performed by each of them, it is agreed by and between the Parties hereto as set forth herein.

1. DEFINITIONS. As used in this Agreement:

1.1. "Act" means the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S.

1.2. "Administrative Fee" has the meaning set forth in Section 3.3.

1.3. "Agreement" means this Agreement, as it may be amended or supplemented in writing. References to sections or exhibits are to this Agreement unless otherwise qualified.

1.4. "Agricultural Land" shall have the same meaning as defined in § 31-25-103 of the Act.

1.5. "Authority" means the Party described in the Preamble to this Agreement, the Craig Urban Renewal Authority, a body corporate and politic of the State of Colorado.

1.6. "Bonds" shall have the same meaning as defined in § 31-25-103 of the Act.

1.7. "District" means the Party described in the Preamble to this Agreement, Craig Rural Fire Protection District, a public body corporate and political subdivision of the State of Colorado.

1.8. "District Increment" means the portion of Property Tax Increment Revenues generated by the District's mill levy received by the Authority from the Moffat County Treasurer and paid into the Special Fund as specified in Section 3.1.

1.9. "Duration" means the twenty-five (25) year period that the tax increment or tax allocation provisions will be in effect as specified in the Plan, and pursuant to § 31-25-107(9)(a) of the Act.

1.10. "Eligible Costs" means those costs eligible to be paid or reimbursed from the Property Tax Increment Revenues pursuant to the Act.

1.11. "Future Mill Levy" has the meaning set forth in Section 3.2.

1.12. "Impact Report" means the Tax Forecast and County Impact Report for URA #1 Urban Renewal Area dated June 9th, 2021, that has been provided to the District under separate cover.

1.13. “Party” or “Parties” means the Authority or the District or both and their lawful successors and assigns.

1.14. “Plan” means the urban renewal plan defined in Recital B above.

1.15. “Project” shall have the same meaning as Urban Renewal Project.

1.16. “Property Tax Increment Revenues” means all the TIF revenues derived from ad valorem property tax levies described in § 31-25-107(9)(a)(II) of the Act allocated to the Special Fund for the Duration.

1.17. “Special Fund” means the fund described in the Plan and §31-25-107(9)(a)(II) of the Act into which the Property Tax Increment Revenues will be deposited.

1.18. “TIF” means the property tax increment portion of the property tax assessment roll described in § 31-25-107(9)(a)(II) of the Act.

1.19. “City” means the Party described in Recital A to this Agreement, the City of Craig, Colorado.

1.20. “Urban Renewal Area” means the area included in the boundaries of the Plan.

1.21. “Urban Renewal Plan” means the urban renewal plan defined in Recital B above.

1.22. “Urban Renewal Project” means all undertakings and activities, or any combination thereof, required to carry out the Urban Renewal Plan pursuant to the Act.

2. Impact Report. The Parties acknowledge and agree that the Impact Report addresses the following information and hereby make and adopt the following findings relating to the Impact Report:

(a) The Urban Renewal Project is projected to create benefits as specified in the Impact Report that will benefit the Parties, the region, and the State of Colorado.

(b) The Duration of time estimated to complete the Urban Renewal Project is the twenty-five (25) year period of time specified in § 31-25-107(9)(a) of the Act.

(c) The estimated annual Property Tax Increment Revenue to be generated by the Urban Renewal Project for the Duration of the Urban Renewal Project and the portion of such Property Tax Increment Revenue to be allocated to fund the Urban Renewal Project are set forth in this Agreement and the Impact Report.

(d) The nature and relative size of the revenue and other benefits and impacts expected to accrue to the City, the District, and other taxing entities that levy property taxes in the Urban Renewal Area are set forth in the Impact Report and include, without limitation:

- (i) The increase in base value resulting from biennial general reassessments for the Duration in accordance with § 31-25-107(9)(e) of the Act;
- (ii) The benefit of improvements in the Urban Renewal Area to existing taxing entity infrastructure in accordance with § 31-25-107(3.5) of the Act;
- (iii) The estimate of the impact of the Urban Renewal Project on District and taxing entity revenues in accordance with § 31-25-107(3.5) of the Act;
- (iv) The cost of additional District and taxing body infrastructure and services required to serve development in the Urban Renewal Area in accordance with § 31-25-107(3.5) of the Act;
- (v) The method under which the Authority will finance, or that agreements are in place to finance, any additional District infrastructure and services required to serve development in the Urban Renewal Area for the period in which Property Tax Increment Revenues are shared;
- (vi) The capital or operating costs of the Parties, the City, and other taxing bodies that are expected to result from the Urban Renewal Project in accordance with HB 15-1348;
- (vii) The legal limitations on the use of revenues belonging to the Parties, the City, and any taxing entity in accordance with HB 15-1348 and SB 18-248; and
- (viii) The other estimated impacts of the Urban Renewal Project on District and other taxing body services or revenues in accordance with § 31-25-107(3.5) of the Act.

3. RETENTION OF PROPERTY TAX INCREMENT REVENUES. In compliance with the requirements of HB 15-1348 and SB 18-248, and in consideration of the agreement of the District to the adoption of the Urban Renewal Plan, the Parties have negotiated and agreed to the sharing of Property Tax Increment Revenues as set forth herein.

3.1. District Increment Revenues. The District and the Authority agree that the Authority may retain and expend in furtherance of the Urban Renewal Project seventy-five percent (75%) of the TIF revenues derived from the District's ad valorem property tax mill levy (the "District Increment"), commencing on the date of approval by the City of the Plan, and lasting for the Duration.

3.2. Mill Levy Allocation. If the District's eligible electors approve a new or increased mill levy for any lawful purpose ("Future Mill Levy"), any revenue derived from the Future Mill Levy shall not be considered part of the District Increment. Rather, upon approval by the eligible electors of the District of a Future Mill Levy, the District shall provide notification of the same to the Authority. From the date of such notice until the Duration has expired, the Authority shall annually deduct from the Property Tax Increment Revenue it receives any revenues attributable to the Future Mill Levy, as applicable, and shall remit such Future Mill Levy revenues to the District.

3.3. Authority Administrative Fee. An administrative fee equal to one percent (1%) of the Property Tax Increment Revenues as determined on an annual basis shall be retained by the Authority from the Property Tax Increment Revenues (the "Administrative Fee"). Notwithstanding anything to the contrary set forth in this Agreement or in the Plan, the Authority shall be entitled to retain the Administrative Fee to pay the reasonable and customary administrative costs of the Authority incurred in connection with the Authority's obligations under this Agreement including, but not limited to, the collection, enforcement, disbursement, and costs related to Property Tax Increment Revenues and the Urban Renewal Area.

4. PLEDGE OF PROPERTY TAX INCREMENT REVENUES. The District recognizes and agrees that in reliance on this Agreement and in accordance with the provisions of § 31-25-109(12) of the Act, the adoption and approval of the Plan includes an irrevocable pledge of all of the Property Tax Increment Revenues, including the District Increment, to pay the Authority's Bonds and other financial obligations in connection with the Urban Renewal Project. The Authority has elected to apply the provisions of § 11-57-208, C.R.S., to this Agreement. The Property Tax Increment Revenues, when and as received by the Authority are and shall be subject to the lien of such pledge without any physical delivery, filing, or further act and are and shall be an obligation of the Parties pursuant to § 31-25-107(9) of the Act. The Parties agree that the creation, perfection, enforcement and priority of the pledge of the Property Tax Increment Revenues as provided herein shall be governed by § 11-57-208, C.R.S. The lien of such pledge on the Property Tax Increment Revenues shall have priority over any and all other obligations and liabilities of the Parties with respect to the Property Tax Increment Revenues.

5. INCLUSION OF AGRICULTURAL LAND. The Plan area contains Agricultural Land (as defined in § 31-25-103 of the Act), and this Agreement constitutes agreement by the District to inclusion of the Agricultural Land in the Plan area as required by § 31-25-107(1)(c)(II)(D) of the Act. The Act requires that Agricultural Land included within an urban renewal plan area to be valued at fair market value for purposes of establishing the base and calculating the increment. Accordingly, as demonstrated in the Impact Report for the Plan previously submitted to the District, the Agricultural Land base value has been established at fair market rates.

6. NOTIFICATION OF PROPOSED MODIFICATIONS OF THE PLAN; AGREEMENT NOT PART OF PLAN. The Authority agrees to notify the District of any intended modification of the Plan as required by § 31-25-107(7) of the Act. This Agreement is not part of the Plan.

7. WAIVER. Except for the notices required by this Agreement, the District, as authorized by § 31-25-107(9.5)(b) and § 31-25-107(11) of the Act, hereby waives any provision of the Act that provides for notice to the District, requires any filing with or by the District, requires or permits consent from the District, and provides any enforcement right to the District for the Duration, provided, however, that the District shall have the right to enforce this Agreement.

8. LIMITATION OF AGREEMENT. This Agreement applies only to the District Increment, as calculated, produced, collected and paid to the Authority from the Urban Renewal Area by the Moffat County Treasurer in accordance with § 31-25-107(9)(a)(II) of the Act and the

rules and regulations of the Property Tax Administrator of the State of Colorado, and does not include any other revenues of the District, the City or the Authority.

9. MISCELLANEOUS.

9.1. Delays. Any delays in or failure of performance by any Party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God; fires; floods; earthquake; abnormal weather; strikes; labor disputes; accidents; regulation or order of civil or military authorities; shortages of labor or materials; pandemic; or other causes, similar or dissimilar, including economic downturns, which are beyond the control of such Party.

9.2. Termination and Subsequent Legislation or Litigation. In the event of termination of the Plan, including its TIF financing component, the Authority may terminate this Agreement by delivering written notice to the District. The Parties further agree that in the event legislation is adopted or a decision by a court of competent jurisdiction after the effective date of this Agreement that invalidates or materially effects any provisions hereof, the Parties will in good faith negotiate for an amendment to this Agreement that most fully implements the original intent, purpose and provisions of this Agreement, but does not impair any otherwise valid contracts in effect at such time.

9.3. Entire Agreement. This instrument embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the Parties hereto. No modification to this Agreement shall be valid unless agreed to in writing by the Parties.

9.4. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties and their successors in interest.

9.5. No Third-Party Enforcement. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned Parties and nothing in this agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned Parties that any person or entity other than the undersigned Parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

9.6. No Waiver of Immunities. Nothing in this Agreement shall be construed as a waiver of the rights and privileges of the Parties pursuant to the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as the same may be amended from time to time. No portion of this Agreement shall be deemed to have created a duty of care which did not previously exist with respect to any person not a party to this agreement.

9.7. Amendment. This Agreement may be amended only by an instrument in writing signed by the Parties.

9.8. Parties not Partners. Notwithstanding any language in this Agreement or any other agreement, representation, or warranty to the contrary, the Parties shall not be deemed to be

partners or joint venturers, and no Party shall be responsible for any debt or liability of any other Party.

9.9. Interpretation. All references herein to Bonds shall be interpreted to include the incurrence of debt by the Authority in any form consistent with the definition of "Bonds" in the Act, including payment of Eligible Costs or any other lawful financing obligation.

9.10. Incorporation of Recitals and Exhibits. The provisions of the Recitals and the Exhibits attached to this Agreement are incorporated in and made a part of this Agreement.

9.11. No Assignment. No Party may assign any of its rights or obligations under this Agreement.

9.12. Section Captions. The captions of the sections are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

9.13. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

9.14. Governing Law. This Agreement and the provisions hereof shall be governed by and construed in accordance with the laws of the State of Colorado.

9.15. No Presumption. The Parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the Party causing the Agreement to be drafted.

9.16. Notices. Any notice required by this Agreement shall be in writing. All notices, demands, requests and other communications required or permitted hereunder shall be in writing, and shall be (a) personally delivered with a written receipt of delivery; (b) sent by a nationally-recognized overnight delivery service requiring a written acknowledgement of receipt or providing a certification of delivery or attempted delivery; (c) sent by certified or registered mail, return receipt requested; or (d) sent by confirmed facsimile transmission or electronic delivery with an original copy thereof transmitted to the recipient by one of the means described in subsections (a) through (c) no later than 5 business days thereafter. All notices shall be deemed effective when actually delivered as documented in a delivery receipt; provided, however, that if the notice was sent by overnight courier or mail as aforesaid and is affirmatively refused or cannot be delivered during customary business hours by reason of the absence of a signatory to acknowledge receipt, or by reason of a change of address with respect to which the addressor did not have either knowledge or written notice delivered in accordance with this paragraph, then the first attempted delivery shall be deemed to constitute delivery. Each Party shall be entitled to change its address for notices from time to time by delivering to the other Party notice thereof in the manner herein provided for the delivery of notices. All notices shall be sent to the addressee at its address set forth in the Preamble to this Agreement.


9.17. Days. If the day for any performance or event provided for herein is a Saturday, a Sunday, a day on which national banks are not open for the regular transactions of business, or a legal holiday pursuant to C.R.S. § 24-11-101(1), such day shall be extended until the next day on which such banks and state offices are open for the transaction of business.

9.18. Authority. The persons executing this Agreement on behalf of the Parties covenant and warrant that each is fully authorized to execute this Agreement on behalf of such Party.

[signature page follows]

IN WITNESS WHEREOF, the Authority and the District have caused their duly authorized officials to execute this Agreement effective as of the Effective Date.

CRAIG FIRE DISTRICT,
a political subdivision of the State of Colorado

By: 
Title: BOARD PRESIDENT

ATTEST:

By: _____

CRAIG URBAN RENEWAL AUTHORITY, a
body corporate and politic of the State of Colorado

By: _____
Title: _____

ATTEST:

By: _____

Exhibit A

The Property

Craig URA #1 Urban Renewal Area Legal Description

Craig Urban Renewal Authority
Urban Renewal Area #1
Legal Description of the Zone

Being approximately 53 acres more or less of land out of the City of Craig, Moffat County, Colorado, described generally as follows;

Beginning at a point on the North right-of-way line of U.S. Highway 40 (Victory Way) and the East right-of-way line of Steele Street, said point being the southwest corner of Lot 18, Block 1 of the Holiday Park Subdivision;

Thence crossing the U.S. Highway 40 right-of-way in a southerly direction to a point on the southerly right-of-way line of said U.S. Highway 40, said point being the northwest corner of Lot 1, Block 1 of the Davis Gardens Park Subdivision;

Thence southerly with the easterly right-of-way of line of Steele Street, to a point on the northerly right-of-way line of the Denver and Rio Grande Railroad, said point being the southwest corner of Lot 26, Block 2 of the Davis Gardens Subdivision;

Thence southerly with the southerly projection of the easterly right-of-way line of Steele Street to a point on the southerly right-of-way line of the Denver and Rio Grande Railroad;

Thence westerly with the southerly right-of-way line of the Denver and Rio Grande Railroad, to a point on the easterly right-of-way line of Mack Lane;

Thence westerly with the westerly projection of the southerly right-of-way line of the Denver and Rio Grande Railroad to a point on the westerly right-of-way line of Mack Lane;

Thence northerly along the westerly right-of-way line of Mack Lane to a point on the southerly right-of-way line of U.S. Highway 40, said point being the northeast corner of Lot 1A of Kum & Go Store #902 replat;

Thence crossing the U.S. Highway 40 right-of-way in a northerly direction to a point on the westerly right-of-way line of Finley lane, said point being the southeast corner of a parcel of land described in Book 225 at Page 80;

Thence northerly with the westerly right-of-way line of Finley lane, to a point at a westerly projection of the northerly right-of-way line of 6th Street;

Thence easterly with the westerly projection of the northerly right-of-way line of 6th Street, to a point on the easterly right-of-way line of Finley Lane, said point being the southwest corner of Lot 7 of Block 5 of the Golden Meadows Subdivision;

Thence easterly with the northerly right-of-way line of 6th Street, to a point on the easterly right-of-way line of Ledford Street, said point being the southwest corner of Lot 7, Block 4 of the Golden Meadows Subdivision;

Thence southerly with the easterly right-of-way line of Ledford Street to a point on the northerly right-of-way line of U.S. Highway 40, said point being the southwest corner of Lot 2 of The Replat of Lots 17 Thru 21, Block 3 of the Plat of Golden Meadows;

Thence easterly with the northerly right-of-way line of U.S. Highway 40 to the point of beginning, containing approximately 62 acres, more or less.

Less and excepting therefrom Lot 2 of the Amended Plat of Beyer Minor Subdivision, containing 9 acres, more or less.

Exhibit B

Cooperation Agreement for Sharing of Incremental Revenue (URA #2 Urban Renewal Plan)

[attached]

Exhibit B

INTERGOVERNMENTAL AGREEMENT FOR
PROPERTY TAX INCREMENT REVENUE SHARING
(Craig Rural Fire Protection District)
(Craig URA #2 Urban Renewal Plan)

This Intergovernmental Agreement (“**Agreement**”), is entered into effective as of the 9th day of June, 2021 (the “**Effective Date**”), by and between the **CRAIG URBAN RENEWAL AUTHORITY**, a body corporate and politic of the State of Colorado (the “**Authority**”), whose address is 300 W 4th Street, Craig, CO 81625, and the **CRAIG RURAL FIRE PROTECTION DISTRICT**, a political subdivision of the State of Colorado (the “**District**”), whose address is 419 Yampa Avenue, Craig, CO 81625. The Authority and the District may be referred to herein individually as a “**Party**” and may be collectively referred to herein as the “**Parties**.”

RECITALS.

The following recitals are incorporated in and made a part of this Agreement. Capitalized terms used herein and not otherwise defined are defined in Section 1 below.

A. Proposed Redevelopment. The District has been advised that the real property described in Exhibit A (the “Property”), lying within the limits of Moffat County with portions of which are lying within the limits of the City of Craig, Colorado (the “**City**”) in addition to portion within unincorporated Moffat County, is being studied for designation as an urban renewal area in order to encourage redevelopment to eliminate existing blighted conditions which constitute threats to the health, safety and welfare of the community and barriers to development.

B. Urban Renewal and Tax Increment Financing. The Authority has recommended inclusion of the Property in a proposed urban renewal plan, entitled the “Craig URA #2 Urban Renewal Plan” (the “Plan” or “Urban Renewal Plan”) authorizing and utilizing tax increment financing in accordance with the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (the “Act”). The proposed Plan that includes the Property has been provided to the District under separate cover. The final Plan approved by the City Council of the City shall be the “Plan” for purposes of this Agreement.

C. Nature of Urban Renewal Project and Purpose of Agreement. The proposed Urban Renewal Project is necessary to serve the proposed Urban Renewal Area and to comply with § 31-25-107(4)(g) of the Act that requires the Plan to afford maximum opportunity, consistent with the sound needs of the municipality as a whole, for the rehabilitation or redevelopment of the Urban Renewal Area by private enterprise. Approval of the Urban Renewal Plan is subject to recent legislation, including requirements imposed by HB 15-1348 for new urban renewal plans adopted after January 1, 2016.

D. Impact Report. The Authority has submitted to the District a copy of the Impact Report, which includes a tax forecast for the District.

E. Colorado Urban Renewal Law. In accordance with the Act as amended to the date of this Agreement (including the requirements of HB 15-1348 and SB 18-248), the Parties desire to enter into this Agreement to facilitate adoption of the Plan and redevelopment of the proposed Urban Renewal Area described therein. The Agreement addresses, among other things, the estimated impacts on the District's services associated solely with the Urban Renewal Plan.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants, promises and agreements of each of the Parties hereto, to be kept and performed by each of them, it is agreed by and between the Parties hereto as set forth herein.

1. DEFINITIONS. As used in this Agreement:
 - 1.1. "Act" means the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S.
 - 1.2. "Administrative Fee" has the meaning set forth in Section 3.3.
 - 1.3. "Agreement" means this Agreement, as it may be amended or supplemented in writing. References to sections or exhibits are to this Agreement unless otherwise qualified.
 - 1.4. "Agricultural Land" shall have the same meaning as defined in § 31-25-103 of the Act.
 - 1.5. "Authority" means the Party described in the Preamble to this Agreement, the Craig Urban Renewal Authority, a body corporate and politic of the State of Colorado.
 - 1.6. "Bonds" shall have the same meaning as defined in § 31-25-103 of the Act.
 - 1.7. "District" means the Party described in the Preamble to this Agreement, Craig Rural Fire Protection District, a public body corporate and political subdivision of the State of Colorado.
 - 1.8. "District Increment" means the portion of Property Tax Increment Revenues generated by the District's mill levy received by the Authority from the Moffat County Treasurer and paid into the Special Fund as specified in Section 3.1.
 - 1.9. "Duration" means the twenty-five (25) year period that the tax increment or tax allocation provisions will be in effect as specified in the Plan, and pursuant to § 31-25-107(9)(a) of the Act.
 - 1.10. "Eligible Costs" means those costs eligible to be paid or reimbursed from the Property Tax Increment Revenues pursuant to the Act.
 - 1.11. "Future Mill Levy" has the meaning set forth in Section 3.2.

1.12. “Impact Report” means the Tax Forecast and County Impact Report for URA #1 Urban Renewal Area dated June 9th, 2021, that has been provided to the District under separate cover.

1.13. “Party” or “Parties” means the Authority or the District or both and their lawful successors and assigns.

1.14. “Plan” means the urban renewal plan defined in Recital B above.

1.15. “Project” shall have the same meaning as Urban Renewal Project.

1.16. “Property Tax Increment Revenues” means all the TIF revenues derived from ad valorem property tax levies described in § 31-25-107(9)(a)(II) of the Act allocated to the Special Fund for the Duration.

1.17. “Special Fund” means the fund described in the Plan and §31-25-107(9)(a)(II) of the Act into which the Property Tax Increment Revenues will be deposited.

1.18. “TIF” means the property tax increment portion of the property tax assessment roll described in § 31-25-107(9)(a)(II) of the Act.

1.19. “City” means the Party described in Recital A to this Agreement, the City of Craig, Colorado.

1.20. “Urban Renewal Area” means the area included in the boundaries of the Plan.

1.21. “Urban Renewal Plan” means the urban renewal plan defined in Recital B above.

1.22. “Urban Renewal Project” means all undertakings and activities, or any combination thereof, required to carry out the Urban Renewal Plan pursuant to the Act.

2. Impact Report. The Parties acknowledge and agree that the Impact Report addresses the following information and hereby make and adopt the following findings relating to the Impact Report:

(a) The Urban Renewal Project is projected to create benefits as specified in the Impact Report that will benefit the Parties, the region, and the State of Colorado.

(b) The Duration of time estimated to complete the Urban Renewal Project is the twenty-five (25) year period of time specified in § 31-25-107(9)(a) of the Act.

(c) The estimated annual Property Tax Increment Revenue to be generated by the Urban Renewal Project for the Duration of the Urban Renewal Project and the portion of such Property Tax Increment Revenue to be allocated to fund the Urban Renewal Project are set forth in this Agreement and the Impact Report.

(d) The nature and relative size of the revenue and other benefits and impacts expected to accrue to the City, the District, and other taxing entities that levy property taxes

in the Urban Renewal Area are set forth in the Impact Report and include, without limitation:

- (i) The increase in base value resulting from biennial general reassessments for the Duration in accordance with § 31-25-107(9)(e) of the Act;
- (ii) The benefit of improvements in the Urban Renewal Area to existing taxing entity infrastructure in accordance with § 31-25-107(3.5) of the Act;
- (iii) The estimate of the impact of the Urban Renewal Project on District and taxing entity revenues in accordance with § 31-25-107(3.5) of the Act;
- (iv) The cost of additional District and taxing body infrastructure and services required to serve development in the Urban Renewal Area in accordance with § 31-25-107(3.5) of the Act;
- (v) The method under which the Authority will finance, or that agreements are in place to finance, any additional District infrastructure and services required to serve development in the Urban Renewal Area for the period in which Property Tax Increment Revenues are shared;
- (vi) The capital or operating costs of the Parties, the City, and other taxing bodies that are expected to result from the Urban Renewal Project in accordance with HB 15-1348;
- (vii) The legal limitations on the use of revenues belonging to the Parties, the City, and any taxing entity in accordance with HB 15-1348 and SB 18-248; and
- (viii) The other estimated impacts of the Urban Renewal Project on District and other taxing body services or revenues in accordance with § 31-25-107(3.5) of the Act.

3. INCLUSION OF UNINCORPORATED TERRITORY. The Plan area contains unincorporated territory that is outside the boundaries of the City (the “Unincorporated Territory”). Pursuant to § 31-25-112.5(5) of the Act, this Agreement constitutes consent by the County to inclusion of the Unincorporated Territory in the Plan area as required by § 31-25-112.5(1) of the Act.

4. RETENTION OF PROPERTY TAX INCREMENT REVENUES. In compliance with the requirements of HB 15-1348 and SB 18-248, and in consideration of the agreement of the District to the adoption of the Urban Renewal Plan, the Parties have negotiated and agreed to the sharing of Property Tax Increment Revenues as set forth herein.

4.1. District Increment Revenues. The District and the Authority agree that the Authority may retain and expend in furtherance of the Urban Renewal Project seventy-five percent (75%) of the TIF revenues derived from the District’s ad valorem property tax mill levy (the

“District Increment”), commencing on the date of approval by the City of the Plan, and lasting for the Duration.

4.2. Mill Levy Allocation. If the District’s eligible electors approve a new or increased mill levy for any lawful purpose (“Future Mill Levy”), any revenue derived from the Future Mill Levy shall not be considered part of the District Increment. Rather, upon approval by the eligible electors of the District of a Future Mill Levy, the District shall provide notification of the same to the Authority. From the date of such notice until the Duration has expired, the Authority shall annually deduct from the Property Tax Increment Revenue it receives any revenues attributable to the Future Mill Levy, as applicable, and shall remit such Future Mill Levy revenues to the District.

4.3. Authority Administrative Fee. An administrative fee equal to one percent (1%) of the Property Tax Increment Revenues as determined on an annual basis shall be retained by the Authority from the Property Tax Increment Revenues (the “Administrative Fee”). Notwithstanding anything to the contrary set forth in this Agreement or in the Plan, the Authority shall be entitled to retain the Administrative Fee to pay the reasonable and customary administrative costs of the Authority incurred in connection with the Authority’s obligations under this Agreement including, but not limited to, the collection, enforcement, disbursement, and costs related to Property Tax Increment Revenues and the Urban Renewal Area.

5. PLEDGE OF PROPERTY TAX INCREMENT REVENUES. The District recognizes and agrees that in reliance on this Agreement and in accordance with the provisions of § 31-25-109(12) of the Act, the adoption and approval of the Plan includes an irrevocable pledge of all of the Property Tax Increment Revenues, including the District Increment, to pay the Authority’s Bonds and other financial obligations in connection with the Urban Renewal Project. The Authority has elected to apply the provisions of § 11-57-208, C.R.S., to this Agreement. The Property Tax Increment Revenues, when and as received by the Authority are and shall be subject to the lien of such pledge without any physical delivery, filing, or further act and are and shall be an obligation of the Parties pursuant to § 31-25-107(9) of the Act. The Parties agree that the creation, perfection, enforcement and priority of the pledge of the Property Tax Increment Revenues as provided herein shall be governed by § 11-57-208, C.R.S. The lien of such pledge on the Property Tax Increment Revenues shall have priority over any and all other obligations and liabilities of the Parties with respect to the Property Tax Increment Revenues.

6. INCLUSION OF AGRICULTURAL LAND. The Plan area contains Agricultural Land (as defined in § 31-25-103 of the Act), and this Agreement constitutes agreement by the District to inclusion of the Agricultural Land in the Plan area as required by § 31-25-107(1)(c)(II)(D) of the Act. The Act requires that Agricultural Land included within an urban renewal plan area to be valued at fair market value for purposes of establishing the base and calculating the increment. Accordingly, as demonstrated in the Impact Report for the Plan previously submitted to the District, the Agricultural Land base value has been established at fair market rates.

7. NOTIFICATION OF PROPOSED MODIFICATIONS OF THE PLAN; AGREEMENT NOT PART OF PLAN. The Authority agrees to notify the District of any intended modification of the Plan as required by § 31-25-107(7) of the Act. This Agreement is not part of the Plan.

8. WAIVER. Except for the notices required by this Agreement, the District, as authorized by § 31-25-107(9.5)(b) and § 31-25-107(11) of the Act, hereby waives any provision of the Act that provides for notice to the District, requires any filing with or by the District, requires or permits consent from the District, and provides any enforcement right to the District for the Duration, provided, however, that the District shall have the right to enforce this Agreement.

9. LIMITATION OF AGREEMENT. This Agreement applies only to the District Increment, as calculated, produced, collected and paid to the Authority from the Urban Renewal Area by the Moffat County Treasurer in accordance with § 31-25-107(9)(a)(II) of the Act and the rules and regulations of the Property Tax Administrator of the State of Colorado, and does not include any other revenues of the District, the City or the Authority.

10. MISCELLANEOUS.

10.1. Delays. Any delays in or failure of performance by any Party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God; fires; floods; earthquake; abnormal weather; strikes; labor disputes; accidents; regulation or order of civil or military authorities; shortages of labor or materials; pandemic; or other causes, similar or dissimilar, including economic downturns, which are beyond the control of such Party.

10.2. Termination and Subsequent Legislation or Litigation. In the event of termination of the Plan, including its TIF financing component, the Authority may terminate this Agreement by delivering written notice to the District. The Parties further agree that in the event legislation is adopted or a decision by a court of competent jurisdiction after the effective date of this Agreement that invalidates or materially effects any provisions hereof, the Parties will in good faith negotiate for an amendment to this Agreement that most fully implements the original intent, purpose and provisions of this Agreement, but does not impair any otherwise valid contracts in effect at such time.

10.3. Entire Agreement. This instrument embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the Parties hereto. No modification to this Agreement shall be valid unless agreed to in writing by the Parties.

10.4. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties and their successors in interest.

10.5. No Third-Party Enforcement. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned Parties and nothing in this agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned Parties that any person or entity other than the undersigned Parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

10.6. No Waiver of Immunities. Nothing in this Agreement shall be construed as a waiver of the rights and privileges of the Parties pursuant to the Colorado Governmental Immunity

Act, § 24-10-101, et seq., C.R.S., as the same may be amended from time to time. No portion of this Agreement shall be deemed to have created a duty of care which did not previously exist with respect to any person not a party to this agreement.

10.7. Amendment. This Agreement may be amended only by an instrument in writing signed by the Parties.

10.8. Parties not Partners. Notwithstanding any language in this Agreement or any other agreement, representation, or warranty to the contrary, the Parties shall not be deemed to be partners or joint venturers, and no Party shall be responsible for any debt or liability of any other Party.

10.9. Interpretation. All references herein to Bonds shall be interpreted to include the incurrence of debt by the Authority in any form consistent with the definition of "Bonds" in the Act, including payment of Eligible Costs or any other lawful financing obligation.

10.10. Incorporation of Recitals and Exhibits. The provisions of the Recitals and the Exhibits attached to this Agreement are incorporated in and made a part of this Agreement.

10.11. No Assignment. No Party may assign any of its rights or obligations under this Agreement.

10.12. Section Captions. The captions of the sections are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

10.13. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

10.14. Governing Law. This Agreement and the provisions hereof shall be governed by and construed in accordance with the laws of the State of Colorado.

10.15. No Presumption. The Parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the Party causing the Agreement to be drafted.

10.16. Notices. Any notice required by this Agreement shall be in writing. All notices, demands, requests and other communications required or permitted hereunder shall be in writing, and shall be (a) personally delivered with a written receipt of delivery; (b) sent by a nationally-recognized overnight delivery service requiring a written acknowledgement of receipt or providing a certification of delivery or attempted delivery; (c) sent by certified or registered mail, return receipt requested; or (d) sent by confirmed facsimile transmission or electronic delivery with an original copy thereof transmitted to the recipient by one of the means described in subsections (a) through (c) no later than 5 business days thereafter. All notices shall be deemed effective when actually delivered as documented in a delivery receipt; provided, however, that if the notice was sent by overnight courier or mail as aforesaid and is affirmatively refused or cannot be delivered

during customary business hours by reason of the absence of a signatory to acknowledge receipt, or by reason of a change of address with respect to which the addressor did not have either knowledge or written notice delivered in accordance with this paragraph, then the first attempted delivery shall be deemed to constitute delivery. Each Party shall be entitled to change its address for notices from time to time by delivering to the other Party notice thereof in the manner herein provided for the delivery of notices. All notices shall be sent to the addressee at its address set forth in the Preamble to this Agreement.

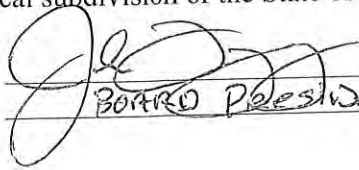
10.17. Days. If the day for any performance or event provided for herein is a Saturday, a Sunday, a day on which national banks are not open for the regular transactions of business, or a legal holiday pursuant to C.R.S. § 24-11-101(1), such day shall be extended until the next day on which such banks and state offices are open for the transaction of business.

10.18. Authority. The persons executing this Agreement on behalf of the Parties covenant and warrant that each is fully authorized to execute this Agreement on behalf of such Party.

[signature page follows]

IN WITNESS WHEREOF, the Authority and the District have caused their duly authorized officials to execute this Agreement effective as of the Effective Date.

CRAIG FIRE DISTRICT,
a political subdivision of the State of Colorado

By: 
Title: BOITRO President

ATTEST:

By: _____

CRAIG URBAN RENEWAL AUTHORITY, a
body corporate and politic of the State of Colorado

By: _____
Title: _____

ATTEST:

By: _____

Exhibit A

The Property

Craig URA #1 Urban Renewal Area Legal Description

Craig Urban Renewal Authority
Urban Renewal Area #2
Legal Description of the Zone

Being approximately 275 acres more or less of land out of the City of Craig and out of Moffat County, Colorado, described generally as follows;

Beginning at a point on the northerly right-of-way line of 6th Street, and the westerly right-of-way line of Breeze Street, said point also being the southeast corner of Lot 24, Block 21, of the Town of Craig Subdivision;

Thence southerly with the westerly right-of-way line of Breeze Street to a point on the northerly right-of-way line of Third Street and the Denver and Rio Grande Railroad, said point being the southeast corner of Lot 24 Block 44 of the Town of Craig subdivision;

Thence westerly with the northerly right-of-way line of 3rd Street and the Denver and Rio Grande Railroad, to a point on the westerly right-of-way line of Colorado Highway 394 (Ranney Street);

Thence southerly with the westerly right-of-way line of Colorado Highway 394 (Ranney Street), to a point on the southerly right-of-way line of 1st Street;

Thence crossing the Colorado Highway 394 (Ranney Street) right-of-way in an easterly direction with the southerly right-of-way line of 1st Street, to a point on the southerly right-of-way line of 1st street and the East-West Centerline of Section 6, Township 6 North, Range 90 West of the 6th P.M., said point being on the North line of Lot 12 of Schmidt Industrial Park;

Thence northeasterly along the southeasterly right-of-way line of 1st Street, to a point on the easterly extension of the southerly right-of-way line of Stock Drive,

Thence crossing the 1st Street right-of-way in a northerly direction to a point on the northerly right-of-way line of Stock Drive and the Denver and Rio Grande Railroad;

Thence westerly with the northerly right-of-way line of Stock Drive and the Denver Rio Grande Railroad to the southeast corner of Lot 2, Block 9 of the Amendment to the Plat of Victory Addition;

Thence northerly along the easterly line of said Lot 2, to a point on the southerly right-of-way line of East Third Street and easterly right-of-way line of Legion Street, said point being the northeast corner of said Lot 2;

Thence northerly along the easterly right-of-way line of Legion Street, to a point on the northerly right-of-way line of East Fourth Street, said point being the southeast corner of Tract 11 of the Amendment to the Plat of Victory Addition;

Thence northwesterly along the northerly line of said Tract 11, to a point on the easterly right-of-way line of Lincoln Street/U.S. Highway 40, said point being the northwesterly corner of said Tract 11;

Thence northerly with the easterly right-of-way line of Lincoln Street, to a point on the southerly right-of-way line of 6th Street, said point being the northwest corner of Lot 46, Block 7 of Rosedale Addition;

Thence westerly with the southerly right-of-way line of 6th Street to a point on the westerly right-of-way line of Washington Street, said point being the northeast corner of Lot 1 Block 5 of Rosedale Addition;

Thence southerly with the westerly right-of-way line of Washington Street, to a point on the northerly right-of-way line of 4th Street/U.S. Highway 40, said point being the southeasterly corner of Lot 24, Block 4 of Victory Addition;

Thence westerly with the northerly right-of-way line of 4th Street/U.S. Highway 40 to a point on the westerly right-of-way line of Tucker Street, said point being the southeast corner of the Alpine Condominiums plat;

Thence crossing the 4th Street/U.S. Highway 40 right-of-way in a southerly direction with the westerly right-of-way line Tucker Street, to a point on the Northerly right-of-way line of Third Street and the Denver and Rio Grande Railroad, said point being the southeast corner of lot 24 Block 47 of the Town of Craig;

Thence westerly with the northerly right-of-way line of Third Street and the Denver and Rio Grande Railroad to a point on the easterly right-of-way line of Russell Street, said point being the southwesterly corner of Lot 25 Block 27 of the Town of Craig;

Thence northerly with the easterly right-of-way line of Russell Street to the northerly right-of-way line of 6th Street, said point being the southwest corner of Lot 25 Block 19, of the Town of Craig;

Thence westerly with the northerly right-of-way line of 6th Street to the Point of Beginning.

CRAIG URBAN RENEWAL AUTHORITY

RESOLUTION CURA No. 11 (2021)

**A RESOLUTION OF
THE CRAIG URBAN RENEWAL AUTHORITY APPROVING COOPERATION
AGREEMENTS WITH THE MOFFAT COUNTY AFFILIATED JUNIOR COLLEGE
DISTRICT FOR SHARING OF INCREMENTAL TAX REVENUE**

WHEREAS, the City of Craig (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 Charter of the City of Craig (the “Charter”); and

WHEREAS, during a special meeting of the City of Craig City Council (the “Council”) on October 23, 2020, Council directed staff to move forward with the necessary steps to place before the Council the question of formation of an urban renewal authority for the City, including commissioning one or more existing conditions studies of portions of the City (the “Studies”); and

WHEREAS, on January 23, 2021 the Craig Urban Renewal Authority (the “Authority”) was established as a duly constituted urban renewal authority 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 C.R.S. § 31-25-101 et seq. (the “Act”); and

WHEREAS, pursuant to C.R.S. § 31-25-109, 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, for the purpose of financing the activities and operations authorized to be undertaken by the Authority with respect to urban renewal projects in accordance with an adopted urban renewal plan and the Act, as approved by the City; and

WHEREAS, City and Authority staff are preparing a proposed urban renewal plan (the “URA #1 Urban Renewal Plan”) for the area legally described in the URA #1 Urban Renewal Plan (the “URA #1 Plan Area”) and a second proposed urban renewal plan (the “URA #2 Urban Renewal Plan” and together with the URA #1 Urban Renewal Plan, collectively, the “Urban Renewal Plans”) for the area legally described in the URA #2 Urban Renewal Plan (the “URA #2 Plan Area” and together with the URA #1 Plan Area, collectively, the “Plan Areas”) in preparation for the Council’s consideration of the Studies and the Urban Renewal Plans at a public evidentiary hearing as contemplated in C.R.S. § 31-25-107; and

WHEREAS, the Urban Renewal Plans describe urban renewal projects for the elimination and prevention of the blight identified in the Studies that authorize tax increment financing through the retention of incremental property tax revenues from other taxing entities levying a tax in the Plan Areas as a tool to fund public improvements in and around the Plan Areas and to stimulate and leverage private development in the Plan Areas; and

WHEREAS, notice to the boards of the taxing entities levying a tax in the Plan Areas has been provided pursuant to C.R.S. § 31-25-107(9.5)(a) of the proposed Urban Renewal Plans and the intent to begin negotiations with the representatives of these boards to reach agreement on how the incremental property tax revenues generated in the Plan Areas will be shared; and

WHEREAS, as result of negotiations with the City, the “Cooperation Agreement for Sharing of Incremental Revenue (URA #1 Urban Renewal Plan)” attached as **Exhibit A** and incorporated herein by reference and the “Cooperation Agreement for Sharing of Incremental Revenue (URA #2 Urban Renewal Plan)” attached as **Exhibit B** and incorporated herein by reference have been negotiated between the Authority and the City (collectively, the “Cooperation Agreements”); and

WHEREAS, Article XIV, Section 18 of the Colorado Constitution, C.R.S. § 29-1-201, et seq. and C.R.S. § 31-25-112 of the Act, provide for and encourage urban renewal authorities and governmental entities within Colorado to make the most efficient and effective use of their powers and responsibilities by cooperating with each other to accomplish specific public purposes.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF THE CRAIG URBAN RENEWAL AUTHORITY:

Section 1. The foregoing Recitals are incorporated herein by this reference.

Section 2. The Authority approves the Cooperation Agreements attached hereto as **Exhibit A** and **Exhibit B**.

Section 3. The Chair is authorized to enter into the Cooperation Agreements on the Authority’s behalf in substantially the same form as the copies attached hereto as **Exhibit A** and **Exhibit B**.

INTRODUCED, READ AND ADOPTED this 9th day of June, 2021.

CRAIG URBAN RENEWAL AUTHORITY

By: _____
Chair

ATTEST:

Secretary/Executive Director

Exhibit A

Cooperation Agreement for Sharing of Incremental Revenue (URA #1 Urban Renewal Plan)

[attached]

Exhibit A

INTERGOVERNMENTAL AGREEMENT FOR
PROPERTY TAX INCREMENT REVENUE SHARING
(Moffat County Affiliated Junior College District)
(Craig URA #1 Urban Renewal Plan)

This Intergovernmental Agreement for Property Tax Increment Revenue Sharing (the “Agreement”) is entered into as of June 9th, 2021 (the “Effective Date”) by and between the **CRAIG URBAN RENEWAL AUTHORITY**, a body corporate and politic of the State of Colorado (the “Authority”), whose address is 300 W 4th Street, Craig, CO 81625, and **MOFFAT COUNTY AFFILIATED JUNIOR COLLEGE DISTRICT**, a political subdivision of the State of Colorado (the “District”) whose address is 2801 West 9th Street, Craig, CO 81625. The Authority and the District are referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS.

The following recitals are incorporated in and made a part of this Agreement. Capitalized terms used herein and not otherwise defined are defined in Section 1 below.

A. Proposed Redevelopment. The District has been advised that the real property described in Exhibit A (the “Property”), lying within the corporate limits of the City of Craig, Colorado (the “City”), is being studied for designation as an urban renewal area in order to encourage redevelopment to eliminate existing blighted conditions which constitute threats to the health, safety and welfare of the community and barriers to development.

B. Urban Renewal and Tax Increment Financing. The Authority has recommended inclusion of the Property in a proposed urban renewal plan, entitled the “Craig URA #1 Urban Renewal Plan” (the “Plan” or “Urban Renewal Plan”) authorizing and utilizing tax increment financing in accordance with the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (the “Act”). The proposed Plan that includes the Property has been provided to the District under separate cover. The final Plan approved by the City Council of the City shall be the “Plan” for purposes of this Agreement.

C. Nature of Urban Renewal Project and Purpose of Agreement. The proposed Urban Renewal Project is necessary to serve the proposed Urban Renewal Area and to comply with § 31-25-107(4)(g) of the Act that requires the Plan to afford maximum opportunity, consistent with the sound needs of the municipality as a whole, for the rehabilitation or redevelopment of the Urban Renewal Area by private enterprise. Approval of the Urban Renewal Plan is subject to recent legislation, including requirements imposed by HB 15-1348 for new urban renewal plans adopted after January 1, 2016.

D. Impact Report. The Authority has submitted to the District a copy of the Impact Report, which includes a tax forecast for the District.

E. Colorado Urban Renewal Law. In accordance with the Act as amended to the date of this Agreement (including the requirements of HB 15-1348 and SB 18-248), the Parties desire

to enter into this Agreement to facilitate adoption of the Plan and redevelopment of the proposed Urban Renewal Area described therein. The Agreement addresses, among other things, the estimated impacts on the District's services associated solely with the Urban Renewal Plan.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants, promises and agreements of each of the Parties hereto, to be kept and performed by each of them, it is agreed by and between the Parties hereto as set forth herein.

1. DEFINITIONS. As used in this Agreement:
 - 1.1. "Act" means the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S.
 - 1.2. "Administrative Fee" has the meaning set forth in Section 3.3.
 - 1.3. "Agreement" means this Agreement, as it may be amended or supplemented in writing. References to sections or exhibits are to this Agreement unless otherwise qualified.
 - 1.4. "Agricultural Land" shall have the same meaning as defined in § 31-25-103 of the Act.
 - 1.5. "Authority" means the Party described in the Preamble to this Agreement, the Craig Urban Renewal Authority, a body corporate and politic of the State of Colorado.
 - 1.6. "Bonds" shall have the same meaning as defined in § 31-25-103 of the Act.
 - 1.7. "District" means the Party described in the Preamble to this Agreement, Moffat County Affiliated Junior College District, a public body corporate and political subdivision of the State of Colorado.
 - 1.8. "District Increment" means the portion of Property Tax Increment Revenues generated by the District's mill levy received by the Authority from the Moffat County Treasurer and paid into the Special Fund as specified in Section 3.1.
 - 1.9. "Duration" means the twenty-five (25) year period that the tax increment or tax allocation provisions will be in effect as specified in the Plan, and pursuant to § 31-25-107(9)(a) of the Act.
 - 1.10. "Eligible Costs" means those costs eligible to be paid or reimbursed from the Property Tax Increment Revenues pursuant to the Act.
 - 1.11. "Future Mill Levy" has the meaning set forth in Section 3.2.
 - 1.12. "Impact Report" means the Tax Forecast and County Impact Report for URA #1 Urban Renewal Area dated June 9th, 2021, that has been provided to the District under separate cover.

1.13. “Party” or “Parties” means the Authority or the District or both and their lawful successors and assigns.

1.14. “Plan” means the urban renewal plan defined in Recital B above.

1.15. “Project” shall have the same meaning as Urban Renewal Project.

1.16. “Property Tax Increment Revenues” means all the TIF revenues derived from ad valorem property tax levies described in § 31-25-107(9)(a)(II) of the Act allocated to the Special Fund for the Duration.

1.17. “Special Fund” means the fund described in the Plan and §31-25-107(9)(a)(II) of the Act into which the Property Tax Increment Revenues will be deposited.

1.18. “TIF” means the property tax increment portion of the property tax assessment roll described in § 31-25-107(9)(a)(II) of the Act.

1.19. “City” means the Party described in Recital A to this Agreement, the City of Craig, Colorado.

1.20. “Urban Renewal Area” means the area included in the boundaries of the Plan.

1.21. “Urban Renewal Plan” means the urban renewal plan defined in Recital B above.

1.22. “Urban Renewal Project” means all undertakings and activities, or any combination thereof, required to carry out the Urban Renewal Plan pursuant to the Act.

2. Impact Report. The Parties acknowledge and agree that the Impact Report addresses the following information and hereby make and adopt the following findings relating to the Impact Report:

(a) The Urban Renewal Project is projected to create benefits as specified in the Impact Report that will benefit the Parties, the region, and the State of Colorado.

(b) The Duration of time estimated to complete the Urban Renewal Project is the twenty-five (25) year period of time specified in § 31-25-107(9)(a) of the Act.

(c) The estimated annual Property Tax Increment Revenue to be generated by the Urban Renewal Project for the Duration of the Urban Renewal Project and the portion of such Property Tax Increment Revenue to be allocated to fund the Urban Renewal Project are set forth in this Agreement and the Impact Report.

(d) The nature and relative size of the revenue and other benefits and impacts expected to accrue to the City, the District, and other taxing entities that levy property taxes in the Urban Renewal Area are set forth in the Impact Report and include, without limitation:

- (i) The increase in base value resulting from biennial general reassessments for the Duration in accordance with § 31-25-107(9)(e) of the Act;
- (ii) The benefit of improvements in the Urban Renewal Area to existing taxing entity infrastructure in accordance with § 31-25-107(3.5) of the Act;
- (iii) The estimate of the impact of the Urban Renewal Project on District and taxing entity revenues in accordance with § 31-25-107(3.5) of the Act;
- (iv) The cost of additional District and taxing body infrastructure and services required to serve development in the Urban Renewal Area in accordance with § 31-25-107(3.5) of the Act;
- (v) The method under which the Authority will finance, or that agreements are in place to finance, any additional District infrastructure and services required to serve development in the Urban Renewal Area for the period in which Property Tax Increment Revenues are shared;
- (vi) The capital or operating costs of the Parties, the City, and other taxing bodies that are expected to result from the Urban Renewal Project in accordance with HB 15-1348;
- (vii) The legal limitations on the use of revenues belonging to the Parties, the City, and any taxing entity in accordance with HB 15-1348 and SB 18-248; and
- (viii) The other estimated impacts of the Urban Renewal Project on District and other taxing body services or revenues in accordance with § 31-25-107(3.5) of the Act.

3. RETENTION OF PROPERTY TAX INCREMENT REVENUES. In compliance with the requirements of HB 15-1348 and SB 18-248, and in consideration of the agreement of the District to the adoption of the Urban Renewal Plan, the Parties have negotiated and agreed to the sharing of Property Tax Increment Revenues as set forth herein.

3.1. District Increment Revenues. The District and the Authority agree that the Authority may retain and expend in furtherance of the Urban Renewal Project seventy-five percent (75%) of the TIF revenues derived from the District’s ad valorem property tax mill levy (the “District Increment”), commencing on the date of approval by the City of the Plan, and lasting for the Duration.

3.2. Mill Levy Allocation. If the District’s eligible electors approve a new or increased mill levy for any lawful purpose (“Future Mill Levy”), any revenue derived from the Future Mill Levy shall not be considered part of the District Increment. Rather, upon approval by the eligible electors of the District of a Future Mill Levy, the District shall provide notification of the same to the Authority. From the date of such notice until the Duration has expired, the Authority shall annually deduct from the Property Tax Increment Revenue it receives any revenues attributable to the Future Mill Levy, as applicable, and shall remit such Future Mill Levy revenues to the District.

3.3. Authority Administrative Fee. An administrative fee equal to one percent (1%) of the Property Tax Increment Revenues as determined on an annual basis shall be retained by the Authority from the Property Tax Increment Revenues (the “Administrative Fee”). Notwithstanding anything to the contrary set forth in this Agreement or in the Plan, the Authority shall be entitled to retain the Administrative Fee to pay the reasonable and customary administrative costs of the Authority incurred in connection with the Authority’s obligations under this Agreement including, but not limited to, the collection, enforcement, disbursement, and costs related to Property Tax Increment Revenues and the Urban Renewal Area.

4. PLEDGE OF PROPERTY TAX INCREMENT REVENUES. The District recognizes and agrees that in reliance on this Agreement and in accordance with the provisions of § 31-25-109(12) of the Act, the adoption and approval of the Plan includes an irrevocable pledge of all of the Property Tax Increment Revenues, including the District Increment, to pay the Authority’s Bonds and other financial obligations in connection with the Urban Renewal Project. The Authority has elected to apply the provisions of § 11-57-208, C.R.S., to this Agreement. The Property Tax Increment Revenues, when and as received by the Authority are and shall be subject to the lien of such pledge without any physical delivery, filing, or further act and are and shall be an obligation of the Parties pursuant to § 31-25-107(9) of the Act. The Parties agree that the creation, perfection, enforcement and priority of the pledge of the Property Tax Increment Revenues as provided herein shall be governed by § 11-57-208, C.R.S. The lien of such pledge on the Property Tax Increment Revenues shall have priority over any and all other obligations and liabilities of the Parties with respect to the Property Tax Increment Revenues.

5. INCLUSION OF AGRICULTURAL LAND. The Plan area contains Agricultural Land (as defined in § 31-25-103 of the Act), and this Agreement constitutes agreement by the District to inclusion of the Agricultural Land in the Plan area as required by § 31-25-107(1)(c)(II)(D) of the Act. The Act requires that Agricultural Land included within an urban renewal plan area to be valued at fair market value for purposes of establishing the base and calculating the increment. Accordingly, as demonstrated in the Impact Report for the Plan previously submitted to the District, the Agricultural Land base value has been established at fair market rates.

6. NOTIFICATION OF PROPOSED MODIFICATIONS OF THE PLAN; AGREEMENT NOT PART OF PLAN. The Authority agrees to notify the District of any intended modification of the Plan as required by § 31-25-107(7) of the Act. This Agreement is not part of the Plan.

7. WAIVER. Except for the notices required by this Agreement, the District, as authorized by § 31-25-107(9.5)(b) and § 31-25-107(11) of the Act, hereby waives any provision of the Act that provides for notice to the District, requires any filing with or by the District, requires or permits consent from the District, and provides any enforcement right to the District for the Duration, provided, however, that the District shall have the right to enforce this Agreement.

8. LIMITATION OF AGREEMENT. This Agreement applies only to the District Increment, as calculated, produced, collected and paid to the Authority from the Urban Renewal Area by the Moffat County Treasurer in accordance with § 31-25-107(9)(a)(II) of the Act and the

rules and regulations of the Property Tax Administrator of the State of Colorado, and does not include any other revenues of the District, the City or the Authority.

9. MISCELLANEOUS.

9.1. Delays. Any delays in or failure of performance by any Party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God; fires; floods; earthquake; abnormal weather; strikes; labor disputes; accidents; regulation or order of civil or military authorities; shortages of labor or materials; pandemic; or other causes, similar or dissimilar, including economic downturns, which are beyond the control of such Party.

9.2. Termination and Subsequent Legislation or Litigation. In the event of termination of the Plan, including its TIF financing component, the Authority may terminate this Agreement by delivering written notice to the District. The Parties further agree that in the event legislation is adopted or a decision by a court of competent jurisdiction after the effective date of this Agreement that invalidates or materially effects any provisions hereof, the Parties will in good faith negotiate for an amendment to this Agreement that most fully implements the original intent, purpose and provisions of this Agreement, but does not impair any otherwise valid contracts in effect at such time.

9.3. Entire Agreement. This instrument embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the Parties hereto. No modification to this Agreement shall be valid unless agreed to in writing by the Parties.

9.4. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties and their successors in interest.

9.5. No Third-Party Enforcement. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned Parties and nothing in this agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned Parties that any person or entity other than the undersigned Parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

9.6. No Waiver of Immunities. Nothing in this Agreement shall be construed as a waiver of the rights and privileges of the Parties pursuant to the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as the same may be amended from time to time. No portion of this Agreement shall be deemed to have created a duty of care which did not previously exist with respect to any person not a party to this agreement.

9.7. Amendment. This Agreement may be amended only by an instrument in writing signed by the Parties.

9.8. Parties not Partners. Notwithstanding any language in this Agreement or any other agreement, representation, or warranty to the contrary, the Parties shall not be deemed to be

partners or joint venturers, and no Party shall be responsible for any debt or liability of any other Party.

9.9. Interpretation. All references herein to Bonds shall be interpreted to include the incurrence of debt by the Authority in any form consistent with the definition of “Bonds” in the Act, including payment of Eligible Costs or any other lawful financing obligation.

9.10. Incorporation of Recitals and Exhibits. The provisions of the Recitals and the Exhibits attached to this Agreement are incorporated in and made a part of this Agreement.

9.11. No Assignment. No Party may assign any of its rights or obligations under this Agreement.

9.12. Section Captions. The captions of the sections are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

9.13. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

9.14. Governing Law. This Agreement and the provisions hereof shall be governed by and construed in accordance with the laws of the State of Colorado.

9.15. No Presumption. The Parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the Party causing the Agreement to be drafted.

9.16. Notices. Any notice required by this Agreement shall be in writing. All notices, demands, requests and other communications required or permitted hereunder shall be in writing, and shall be (a) personally delivered with a written receipt of delivery; (b) sent by a nationally-recognized overnight delivery service requiring a written acknowledgement of receipt or providing a certification of delivery or attempted delivery; (c) sent by certified or registered mail, return receipt requested; or (d) sent by confirmed facsimile transmission or electronic delivery with an original copy thereof transmitted to the recipient by one of the means described in subsections (a) through (c) no later than 5 business days thereafter. All notices shall be deemed effective when actually delivered as documented in a delivery receipt; provided, however, that if the notice was sent by overnight courier or mail as aforesaid and is affirmatively refused or cannot be delivered during customary business hours by reason of the absence of a signatory to acknowledge receipt, or by reason of a change of address with respect to which the addressor did not have either knowledge or written notice delivered in accordance with this paragraph, then the first attempted delivery shall be deemed to constitute delivery. Each Party shall be entitled to change its address for notices from time to time by delivering to the other Party notice thereof in the manner herein provided for the delivery of notices. All notices shall be sent to the addressee at its address set forth in the Preamble to this Agreement.

9.17. Days. If the day for any performance or event provided for herein is a Saturday, a Sunday, a day on which national banks are not open for the regular transactions of business, or a legal holiday pursuant to C.R.S. § 24-11-101(1), such day shall be extended until the next day on which such banks and state offices are open for the transaction of business.

9.18. Authority. The persons executing this Agreement on behalf of the Parties covenant and warrant that each is fully authorized to execute this Agreement on behalf of such Party.

[signature page follows]

IN WITNESS WHEREOF, the Authority and the District have caused their duly authorized officials to execute this Agreement effective as of the Effective Date.

MOFFAT COUNTY AFFILIATED JUNIOR COLLEGE DISTRICT,
a political subdivision of the State of Colorado

By: _____
Title: _____

ATTEST:

By: _____

CRAIG URBAN RENEWAL AUTHORITY, a
body corporate and politic of the State of Colorado

By: _____
Title: _____

ATTEST:

By: _____

Exhibit A

The Property

Craig URA #1 Urban Renewal Area Legal Description

Craig Urban Renewal Authority
Urban Renewal Area #1
Legal Description of the Zone

Being approximately 53 acres more or less of land out of the City of Craig, Moffat County, Colorado, described generally as follows;

Beginning at a point on the North right-of-way line of U.S. Highway 40 (Victory Way) and the East right-of-way line of Steele Street, said point being the southwest corner of Lot 18, Block 1 of the Holiday Park Subdivision;

Thence crossing the U.S. Highway 40 right-of-way in a southerly direction to a point on the southerly right-of-way line of said U.S. Highway 40, said point being the northwest corner of Lot 1, Block 1 of the Davis Gardens Park Subdivision;

Thence southerly with the easterly right-of-way of line of Steele Street, to a point on the northerly right-of-way line of the Denver and Rio Grande Railroad, said point being the southwest corner of Lot 26, Block 2 of the Davis Gardens Subdivision;

Thence southerly with the southerly projection of the easterly right-of-way line of Steele Street to a point on the southerly right-of-way line of the Denver and Rio Grande Railroad;

Thence westerly with the southerly right-of-way line of the Denver and Rio Grande Railroad, to a point on the easterly right-of-way line of Mack Lane;

Thence westerly with the westerly projection of the southerly right-of-way line of the Denver and Rio Grande Railroad to a point on the westerly right-of-way line of Mack Lane;

Thence northerly along the westerly right-of-way line of Mack Lane to a point on the southerly right-of-way line of U.S. Highway 40, said point being the northeast corner of Lot 1A of Kum & Go Store #902 replat;

Thence crossing the U.S. Highway 40 right-of-way in a northerly direction to a point on the westerly right-of-way line of Finley lane, said point being the southeast corner of a parcel of land described in Book 225 at Page 80;

Thence northerly with the westerly right-of-way line of Finley lane, to a point at a westerly projection of the northerly right-of-way line of 6th Street;

Thence easterly with the westerly projection of the northerly right-of-way line of 6th Street, to a point on the easterly right-of-way line of Finley Lane, said point being the southwest corner of Lot 7 of Block 5 of the Golden Meadows Subdivision;

Thence easterly with the northerly right-of-way line of 6th Street, to a point on the easterly right-of-way line of Ledford Street, said point being the southwest corner of Lot 7, Block 4 of the Golden Meadows Subdivision;

Thence southerly with the easterly right-of-way line of Ledford Street to a point on the northerly right-of-way line of U.S. Highway 40, said point being the southwest corner of Lot 2 of The Replat of Lots 17 Thru 21, Block 3 of the Plat of Golden Meadows;

Thence easterly with the northerly right-of-way line of U.S. Highway 40 to the point of beginning, containing approximately 62 acres, more or less.

Less and excepting therefrom Lot 2 of the Amended Plat of Beyer Minor Subdivision, containing 9 acres, more or less.

Exhibit B

Cooperation Agreement for Sharing of Incremental Revenue (URA #2 Urban Renewal Plan)

[attached]

Exhibit B

INTERGOVERNMENTAL AGREEMENT FOR
PROPERTY TAX INCREMENT REVENUE SHARING
(Moffat County Affiliated Junior College District)
(Craig URA #2 Urban Renewal Plan)

This Intergovernmental Agreement for Property Tax Increment Revenue Sharing (the “Agreement”) is entered into as of June 9th, 2021 (the “Effective Date”) by and between the **CRAIG URBAN RENEWAL AUTHORITY**, a body corporate and politic of the State of Colorado (the “Authority”), whose address is 300 W 4th Street, Craig, CO 81625, and **MOFFAT COUNTY AFFILIATED JUNIOR COLLEGE DISTRICT**, a political subdivision of the State of Colorado (the “District”) whose address is 2801 West 9th Street, Craig, CO 81625. The Authority and the District are referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS.

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B. Urban Renewal and Tax Increment Financing. The Authority has recommended inclusion of the Property in a proposed urban renewal plan, entitled the “Craig URA #2 Urban Renewal Plan” (the “Plan” or “Urban Renewal Plan”) authorizing and utilizing tax increment financing in accordance with the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (the “Act”). The proposed Plan that includes the Property has been provided to the District under separate cover. The final Plan approved by the City Council of the City shall be the “Plan” for purposes of this Agreement.

C. Nature of Urban Renewal Project and Purpose of Agreement. The proposed Urban Renewal Project is necessary to serve the proposed Urban Renewal Area and to comply with § 31-25-107(4)(g) of the Act that requires the Plan to afford maximum opportunity, consistent with the sound needs of the municipality as a whole, for the rehabilitation or redevelopment of the Urban Renewal Area by private enterprise. Approval of the Urban Renewal Plan is subject to recent legislation, including requirements imposed by HB 15-1348 for new urban renewal plans adopted after January 1, 2016.

D. Impact Report. The Authority has submitted to the District a copy of the Tax Forecast and Impact Report, which includes a tax forecast for the District.

E. Colorado Urban Renewal Law. In accordance with the Act as amended to the date of this Agreement (including the requirements of HB 15-1348 and SB 18-248), the Parties desire to enter into this Agreement to facilitate adoption of the Plan and redevelopment of the proposed Urban Renewal Area described therein. The Agreement addresses, among other things, the estimated impacts on the District's services associated solely with the Urban Renewal Plan.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants, promises and agreements of each of the Parties hereto, to be kept and performed by each of them, it is agreed by and between the Parties hereto as set forth herein.

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 - 1.8. "District Increment" means the portion of Property Tax Increment Revenues generated by the District's mill levy received by the Authority from the Moffat County Treasurer and paid into the Special Fund as specified in Section 3.1.
 - 1.9. "Duration" means the twenty-five (25) year period that the tax increment or tax allocation provisions will be in effect as specified in the Plan, and pursuant to § 31-25-107(9)(a) of the Act.
 - 1.10. "Eligible Costs" means those costs eligible to be paid or reimbursed from the Property Tax Increment Revenues pursuant to the Act.
 - 1.11. "Future Mill Levy" has the meaning set forth in Section 3.2.

1.12. “Impact Report” means the Tax Forecast and County Impact Report for URA #2 Urban Renewal Area dated June 9, 2021, that has been provided to the District under separate cover.

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1.15. “Project” shall have the same meaning as Urban Renewal Project.

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1.17. “Special Fund” means the fund described in the Plan and §31-25-107(9)(a)(II) of the Act into which the Property Tax Increment Revenues will be deposited.

1.18. “TIF” means the property tax increment portion of the property tax assessment roll described in § 31-25-107(9)(a)(II) of the Act.

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(a) The Urban Renewal Project is projected to create benefits as specified in the Impact Report that will benefit the Parties, the region, and the State of Colorado.

(b) The Duration of time estimated to complete the Urban Renewal Project is the twenty-five (25) year period of time specified in § 31-25-107(9)(a) of the Act.

(c) The estimated annual Property Tax Increment Revenue to be generated by the Urban Renewal Project for the Duration of the Urban Renewal Project and the portion of such Property Tax Increment Revenue to be allocated to fund the Urban Renewal Project are set forth in this Agreement and the Impact Report.

(d) The nature and relative size of the revenue and other benefits and impacts expected to accrue to the City, the District, and other taxing entities that levy property taxes

in the Urban Renewal Area are set forth in the Impact Report and include, without limitation:

- (i) The increase in base value resulting from biennial general reassessments for the Duration in accordance with § 31-25-107(9)(e) of the Act;
- (ii) The benefit of improvements in the Urban Renewal Area to existing taxing entity infrastructure in accordance with § 31-25-107(3.5) of the Act;
- (iii) The estimate of the impact of the Urban Renewal Project on District and taxing entity revenues in accordance with § 31-25-107(3.5) of the Act;
- (iv) The cost of additional District and taxing body infrastructure and services required to serve development in the Urban Renewal Area in accordance with § 31-25-107(3.5) of the Act;
- (v) The method under which the Authority will finance, or that agreements are in place to finance, any additional District infrastructure and services required to serve development in the Urban Renewal Area for the period in which Property Tax Increment Revenues are shared;
- (vi) The capital or operating costs of the Parties, the City, and other taxing bodies that are expected to result from the Urban Renewal Project in accordance with HB 15-1348;
- (vii) The legal limitations on the use of revenues belonging to the Parties, the City, and any taxing entity in accordance with HB 15-1348 and SB 18-248; and
- (viii) The other estimated impacts of the Urban Renewal Project on District and other taxing body services or revenues in accordance with § 31-25-107(3.5) of the Act.

3. INCLUSION OF UNINCORPORATED TERRITORY. The Plan area contains unincorporated territory that is outside the boundaries of the City (the “Unincorporated Territory”). Pursuant to § 31-25-112.5(5) of the Act, this Agreement constitutes consent by the County to inclusion of the Unincorporated Territory in the Plan area as required by § 31-25-112.5(1) of the Act.

4. RETENTION OF PROPERTY TAX INCREMENT REVENUES. In compliance with the requirements of HB 15-1348 and SB 18-248, and in consideration of the agreement of the District to the adoption of the Urban Renewal Plan, the Parties have negotiated and agreed to the sharing of Property Tax Increment Revenues as set forth herein.

4.1. District Increment Revenues. The District and the Authority agree that the Authority may retain and expend in furtherance of the Urban Renewal Project seventy-five percent (75%) of the TIF revenues derived from the District’s ad valorem property tax mill levy (the

“District Increment”), commencing on the date of approval by the City of the Plan, and lasting for the Duration.

4.2. Mill Levy Allocation. If the District’s eligible electors approve a new or increased mill levy for any lawful purpose (“Future Mill Levy”), any revenue derived from the Future Mill Levy shall not be considered part of the District Increment. Rather, upon approval by the eligible electors of the District of a Future Mill Levy, the District shall provide notification of the same to the Authority. From the date of such notice until the Duration has expired, the Authority shall annually deduct from the Property Tax Increment Revenue it receives any revenues attributable to the Future Mill Levy, as applicable, and shall remit such Future Mill Levy revenues to the District.

4.3. Authority Administrative Fee. An administrative fee equal to one percent (1%) of the Property Tax Increment Revenues as determined on an annual basis shall be retained by the Authority from the Property Tax Increment Revenues (the “Administrative Fee”). Notwithstanding anything to the contrary set forth in this Agreement or in the Plan, the Authority shall be entitled to retain the Administrative Fee to pay the reasonable and customary administrative costs of the Authority incurred in connection with the Authority’s obligations under this Agreement including, but not limited to, the collection, enforcement, disbursement, and costs related to Property Tax Increment Revenues and the Urban Renewal Area.

5. PLEDGE OF PROPERTY TAX INCREMENT REVENUES. The District recognizes and agrees that in reliance on this Agreement and in accordance with the provisions of § 31-25-109(12) of the Act, the adoption and approval of the Plan includes an irrevocable pledge of all of the Property Tax Increment Revenues, including the District Increment, to pay the Authority’s Bonds and other financial obligations in connection with the Urban Renewal Project. The Authority has elected to apply the provisions of § 11-57-208, C.R.S., to this Agreement. The Property Tax Increment Revenues, when and as received by the Authority are and shall be subject to the lien of such pledge without any physical delivery, filing, or further act and are and shall be an obligation of the Parties pursuant to § 31-25-107(9) of the Act. The Parties agree that the creation, perfection, enforcement and priority of the pledge of the Property Tax Increment Revenues as provided herein shall be governed by § 11-57-208, C.R.S. The lien of such pledge on the Property Tax Increment Revenues shall have priority over any and all other obligations and liabilities of the Parties with respect to the Property Tax Increment Revenues.

6. INCLUSION OF AGRICULTURAL LAND. The Plan area contains Agricultural Land (as defined in § 31-25-103 of the Act), and this Agreement constitutes agreement by the District to inclusion of the Agricultural Land in the Plan area as required by § 31-25-107(1)(c)(II)(D) of the Act. The Act requires that Agricultural Land included within an urban renewal plan area to be valued at fair market value for purposes of establishing the base and calculating the increment. Accordingly, as demonstrated in the Impact Report for the Plan previously submitted to the District, the Agricultural Land base value has been established at fair market rates.

7. NOTIFICATION OF PROPOSED MODIFICATIONS OF THE PLAN; AGREEMENT NOT PART OF PLAN. The Authority agrees to notify the District of any intended modification of the Plan as required by § 31-25-107(7) of the Act. This Agreement is not part of the Plan.

8. WAIVER. Except for the notices required by this Agreement, the District, as authorized by § 31-25-107(9.5)(b) and § 31-25-107(11) of the Act, hereby waives any provision of the Act that provides for notice to the District, requires any filing with or by the District, requires or permits consent from the District, and provides any enforcement right to the District for the Duration, provided, however, that the District shall have the right to enforce this Agreement.

9. LIMITATION OF AGREEMENT. This Agreement applies only to the District Increment, as calculated, produced, collected and paid to the Authority from the Urban Renewal Area by the Moffat County Treasurer in accordance with § 31-25-107(9)(a)(II) of the Act and the rules and regulations of the Property Tax Administrator of the State of Colorado, and does not include any other revenues of the District, the City or the Authority.

10. MISCELLANEOUS.

10.1. Delays. Any delays in or failure of performance by any Party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God; fires; floods; earthquake; abnormal weather; strikes; labor disputes; accidents; regulation or order of civil or military authorities; shortages of labor or materials; pandemic; or other causes, similar or dissimilar, including economic downturns, which are beyond the control of such Party.

10.2. Termination and Subsequent Legislation or Litigation. In the event of termination of the Plan, including its TIF financing component, the Authority may terminate this Agreement by delivering written notice to the District. The Parties further agree that in the event legislation is adopted or a decision by a court of competent jurisdiction after the effective date of this Agreement that invalidates or materially effects any provisions hereof, the Parties will in good faith negotiate for an amendment to this Agreement that most fully implements the original intent, purpose and provisions of this Agreement, but does not impair any otherwise valid contracts in effect at such time.

10.3. Entire Agreement. This instrument embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the Parties hereto. No modification to this Agreement shall be valid unless agreed to in writing by the Parties.

10.4. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties and their successors in interest.

10.5. No Third-Party Enforcement. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned Parties and nothing in this agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned Parties that any person or entity other than the undersigned Parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

10.6. No Waiver of Immunities. Nothing in this Agreement shall be construed as a waiver of the rights and privileges of the Parties pursuant to the Colorado Governmental Immunity

Act, § 24-10-101, et seq., C.R.S., as the same may be amended from time to time. No portion of this Agreement shall be deemed to have created a duty of care which did not previously exist with respect to any person not a party to this agreement.

10.7. Amendment. This Agreement may be amended only by an instrument in writing signed by the Parties.

10.8. Parties not Partners. Notwithstanding any language in this Agreement or any other agreement, representation, or warranty to the contrary, the Parties shall not be deemed to be partners or joint venturers, and no Party shall be responsible for any debt or liability of any other Party.

10.9. Interpretation. All references herein to Bonds shall be interpreted to include the incurrence of debt by the Authority in any form consistent with the definition of “Bonds” in the Act, including payment of Eligible Costs or any other lawful financing obligation.

10.10. Incorporation of Recitals and Exhibits. The provisions of the Recitals and the Exhibits attached to this Agreement are incorporated in and made a part of this Agreement.

10.11. No Assignment. No Party may assign any of its rights or obligations under this Agreement.

10.12. Section Captions. The captions of the sections are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

10.13. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

10.14. Governing Law. This Agreement and the provisions hereof shall be governed by and construed in accordance with the laws of the State of Colorado.

10.15. No Presumption. The Parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the Party causing the Agreement to be drafted.

10.16. Notices. Any notice required by this Agreement shall be in writing. All notices, demands, requests and other communications required or permitted hereunder shall be in writing, and shall be (a) personally delivered with a written receipt of delivery; (b) sent by a nationally-recognized overnight delivery service requiring a written acknowledgement of receipt or providing a certification of delivery or attempted delivery; (c) sent by certified or registered mail, return receipt requested; or (d) sent by confirmed facsimile transmission or electronic delivery with an original copy thereof transmitted to the recipient by one of the means described in subsections (a) through (c) no later than 5 business days thereafter. All notices shall be deemed effective when actually delivered as documented in a delivery receipt; provided, however, that if the notice was sent by overnight courier or mail as aforesaid and is affirmatively refused or cannot be delivered

during customary business hours by reason of the absence of a signatory to acknowledge receipt, or by reason of a change of address with respect to which the addressor did not have either knowledge or written notice delivered in accordance with this paragraph, then the first attempted delivery shall be deemed to constitute delivery. Each Party shall be entitled to change its address for notices from time to time by delivering to the other Party notice thereof in the manner herein provided for the delivery of notices. All notices shall be sent to the addressee at its address set forth in the Preamble to this Agreement.

10.17. Days. If the day for any performance or event provided for herein is a Saturday, a Sunday, a day on which national banks are not open for the regular transactions of business, or a legal holiday pursuant to C.R.S. § 24-11-101(1), such day shall be extended until the next day on which such banks and state offices are open for the transaction of business.

10.18. Authority. The persons executing this Agreement on behalf of the Parties covenant and warrant that each is fully authorized to execute this Agreement on behalf of such Party.

[signature page follows]

IN WITNESS WHEREOF, the Authority and the District have caused their duly authorized officials to execute this Agreement effective as of the Effective Date.

MOFFAT COUNTY AFFILIATED JUNIOR COLLEGE DISTRICT,
a political subdivision of the State of Colorado

By: _____
Title: _____

ATTEST:

By: _____

CRAIG URBAN RENEWAL AUTHORITY, a
body corporate and politic of the State of Colorado

By: _____
Title: _____

ATTEST:

By: _____

Exhibit A

The Property

Craig URA #2 Urban Renewal Area Legal Description

Craig Urban Renewal Authority
Urban Renewal Area #2
Legal Description of the Zone

Being approximately 275 acres more or less of land out of the City of Craig and out of Moffat County, Colorado, described generally as follows;

Beginning at a point on the northerly right-of-way line of 6th Street, and the westerly right-of-way line of Breeze Street, said point also being the southeast corner of Lot 24, Block 21, of the Town of Craig Subdivision;

Thence southerly with the westerly right-of-way line of Breeze Street to a point on the northerly right-of-way line of Third Street and the Denver and Rio Grande Railroad, said point being the southeast corner of Lot 24 Block 44 of the Town of Craig subdivision;

Thence westerly with the northerly right-of-way line of 3rd Street and the Denver and Rio Grande Railroad, to a point on the westerly right-of-way line of Colorado Highway 394 (Ranney Street);

Thence southerly with the westerly right-of-way line of Colorado Highway 394 (Ranney Street), to a point on the southerly right-of-way line of 1st Street;

Thence crossing the Colorado Highway 394 (Ranney Street) right-of-way in an easterly direction with the southerly right-of-way line of 1st Street, to a point on the southerly right-of-way line of 1st street and the East-West Centerline of Section 6, Township 6 North, Range 90 West of the 6th P.M., said point being on the North line of Lot 12 of Schmidt Industrial Park;

Thence northeasterly along the southeasterly right-of-way line of 1st Street, to a point on the easterly extension of the southerly right-of-way line of Stock Drive,

Thence crossing the 1st Street right-of-way in a northerly direction to a point on the northerly right-of-way line of Stock Drive and the Denver and Rio Grande Railroad;

Thence westerly with the northerly right-of-way line of Stock Drive and the Denver Rio Grande Railroad to the southeast corner of Lot 2, Block 9 of the Amendment to the Plat of Victory Addition;

Thence northerly along the easterly line of said Lot 2, to a point on the southerly right-of-way line of East Third Street and easterly right-of-way line of Legion Street, said point being the northeast corner of said Lot 2;

Thence northerly along the easterly right-of-way line of Legion Street, to a point on the northerly right-of-way line of East Fourth Street, said point being the southeast corner of Tract 11 of the Amendment to the Plat of Victory Addition;

Thence northwesterly along the northerly line of said Tract 11, to a point on the easterly right-of-way line of Lincoln Street/U.S. Highway 40, said point being the northwesterly corner of said Tract 11;

Thence northerly with the easterly right-of-way line of Lincoln Street, to a point on the southerly right-of-way line of 6th Street, said point being the northwest corner of Lot 46, Block 7 of Rosedale Addition;

Thence westerly with the southerly right-of-way line of 6th Street to a point on the westerly right-of-way line of Washington Street, said point being the northeast corner of Lot 1 Block 5 of Rosedale Addition;

Thence southerly with the westerly right-of-way line of Washington Street, to a point on the northerly right-of-way line of 4th Street/U.S. Highway 40, said point being the southeasterly corner of Lot 24, Block 4 of Victory Addition;

Thence westerly with the northerly right-of-way line of 4th Street/U.S. Highway 40 to a point on the westerly right-of-way line of Tucker Street, said point being the southeast corner of the Alpine Condominiums plat;

Thence crossing the 4th Street/U.S. Highway 40 right-of-way in a southerly direction with the westerly right-of-way line Tucker Street, to a point on the Northerly right-of-way line of Third Street and the Denver and Rio Grande Railroad, said point being the southeast corner of lot 24 Block 47 of the Town of Craig;

Thence westerly with the northerly right-of-way line of Third Street and the Denver and Rio Grande Railroad to a point on the easterly right-of-way line of Russell Street, said point being the southwest corner of Lot 25 Block 27 of the Town of Craig;

Thence northerly with the easterly right-of-way line of Russell Street to the northerly right-of-way line of 6th Street, said point being the southwest corner of Lot 25 Block 19, of the Town of Craig;

Thence westerly with the northerly right-of-way line of 6th Street to the Point of Beginning.