

RESOLUTION

A RESOLUTION APPROVING THE FIRST AMENDMENT OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY AND VILLAGE AT NORTH CREEK METROPOLITAN DISTRICT TO ALLOW A PUBLIC IMPROVEMENT FEE.

WHEREAS, the Village at North Creek Metropolitan District was organized in 2019 to provide public improvements and services for certain property in the City, pursuant to the Service Plan for the Village at North Creek Metropolitan District dated July 23, 2019 (Service Plan); and

WHEREAS, the City Council authorized the execution of an Intergovernmental Agreement (IGA) between the City and the District, pursuant to a resolution adopted on July 23, 2019 (C.D. No. 2019-095); and

WHEREAS, pursuant to the Service Plan, the IGA provides that “The District shall not impose, collect, receive, spend or pledge to any Debt any fee, assessment, tax or charge which is collected by a retailer in the District on the sale of goods or services by such retailer and which is measured by the sales price of such goods or services ...” without a modification of the IGA; and

WHEREAS, the District and the City wish to enter into this First Amendment to permit the District to collect, receive, spend, or pledge to any Debt a public improvement fee of not more than 1% on the sale of goods or services by a retailer including on the lease, rental or furnishing of rooms or other public accommodations.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF THORNTON, COLORADO, AS FOLLOWS:

The Agreement between Village at North Creek Metro District and the City, which is attached hereto as Exhibit A, is hereby approved and the City Manager is hereby authorized to execute, and the City Clerk to attest to, the Agreement.


PASSED AND ADOPTED at a regular meeting of the City Council of the City of Thornton, Colorado, on September 14, 2021.

CITY OF THORNTON, COLORADO



Jan Kulmann, Mayor

ATTEST:



Kristen N. Rosenbaum, City Clerk

EXHIBIT A

FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF THORNTON, COLORADO AND VILLAGE AT NORTH CREEK METROPOLITAN DISTRICT

THIS FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT (the "First Amendment") is made and entered into as of this 15th day of February, 2021, by and between the CITY OF THORNTON, a home-rule municipal corporation of the State of Colorado (the "City"), and VILLAGE AT NORTH CREEK METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"). The City and the District are collectively referred to as the Parties.

RECITALS

WHEREAS, the District was organized in 2019 to provide public improvements and services for certain property in the City of Thornton, Colorado pursuant to the Service Plan for Village at North Creek Metropolitan District dated July 23, 2019 (the "Service Plan"); and

WHEREAS, the City Council authorized the execution of an Intergovernmental Agreement (the "IGA") between the City and the District, pursuant to a resolution adopted on July 23, 2019 (C.D. No. 2019-095); and

WHEREAS, pursuant to the Service Plan, the IGA provides that "The District shall not impose, collect, receive, spend or pledge to any Debt any fee, assessment, tax or charge which is collected by a retailer in the District on the sale of goods or services by such retailer and which is measured by the sales price of such goods or services ..." without a modification of the IGA; and

WHEREAS, the District and the City wish to enter into this First Amendment to permit the District to collect, receive, spend or pledge to any Debt a public improvement fee of not more than 1% on the sale of goods or services by a retailer including on the lease, rental or furnishing of rooms or other public accommodations (the "PIF").

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

FIRST AMENDMENT

A. Paragraph 18 of IGA is hereby amended and restated in its entirety as follows:

18. **Public Improvement Fee Limitation.** The District shall not impose, collect, receive, spend or pledge to any Debt any fee, assessment, tax or charge which is collected by a retailer in the District on the sale of goods or services by such retailer and which is measured by the sales price of such goods or services, without a modification of this Agreement by the Parties; provided that the District may collect, receive, spend or pledge to any Debt a public

improvement fee of not more than 1% on the sale of goods or services by a retailer including on the leasing, renting, or furnishing of rooms or other public accommodations (the "PIF"). The transactions subject to the PIF shall at all times be the same as those subject to the City sales and use tax and accommodations tax. The PIF will be a fee imposed by private covenant running with the property in the District for the benefit of such property and the District and will not be imposed through the exercise of any power by the City or the District. The PIF will be in addition to, and not in lieu of, taxes imposed by the City or other taxing jurisdictions on the transactions subject to the PIF. The District acknowledges that PIF will be added to the costs of the goods or services by a retailer and subject to taxation by the City and other governments. The City will not be responsible for the collection or enforcement of the PIF.


B. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in IGA.

C. Except as expressly modified by this First Amendment, the terms of the IGA remain in full force and effect.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the day and year first set forth above.

VILLAGE AT NORTH CREEK
METROPOLITAN DISTRICT, a quasi-municipal
corporation and political subdivision of the State of
Colorado



President

ATTEST:




Secretary



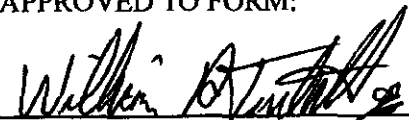
Kevin S. Woods, City Manager

ATTEST:



Kristen N. Rosenbaum, City Clerk

APPROVED TO FORM:



William A. Tuthill III, Interim City Attorney

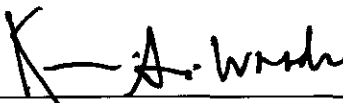
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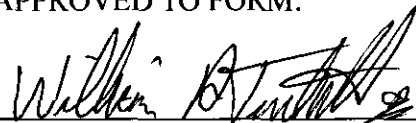
Kevin S. Woods, City Manager

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