



## Legislation Details (With Text)

<b>File #:</b>	Res URA 2014-03	<b>Version:</b>	1	<b>Name:</b>	Approval of MOU for the redevelopment of the Mile High Greyhound Park site
<b>Type:</b>	URA Resolution	<b>Status:</b>		<b>Status:</b>	Passed
<b>File created:</b>	3/6/2014	<b>In control:</b>		<b>In control:</b>	Urban Renewal Authority
<b>On agenda:</b>	4/21/2014	<b>Final action:</b>		<b>Final action:</b>	4/21/2014
<b>Title:</b>	RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING REGARDING REDEVELOPMENT OF FORMER MILE HIGH GREYHOUND PARK				

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** 1. Resolution URA, 2. MHGP MOU FINAL

Date	Ver.	Action By	Action	Result
4/21/2014	1	Urban Renewal Authority	approved	Fail

### RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING REGARDING REDEVELOPMENT OF FORMER MILE HIGH GREYHOUND PARK

#### Summary and Background Information :

Staff and the developer REGen have met starting March 5 to negotiate the terms of a Memorandum of Understanding (MOU). The purpose of the MOU is to provide the framework for the Master Development Agreement (MDA), and outlines issues such as what will be included in the MDA and milestones for the MDA negotiations. The structure of this MOU lays out responsibilities of the developer and the URA. It should be noted that the MOU is NOT contractually binding.

Within the MOU,

The **URA** commits to:

- Providing 62.5 acres of land, recognizing that the URA has an outstanding \$6,750,000 debt to the City of Commerce City (the "City") related to the initial purchase and subsequent clean-up of the project site by the URA.
- Providing water rights necessary for the project, recognizing the URA does not own the water rights, but that the city has the ability to sell water rights to the project.
- Providing tax increment financing.
- Making reasonable best efforts to obtain EDA grant funding.
- Negotiating in good faith exclusively with the REGen.
- Designating a city employee as a single point of contact for the developer.

**REGen** commits to:

- Providing development capital.
- Providing master developer and project management services.
- Negotiating in good faith with the URA during the term of the memorandum to provide for the URA's desired redevelopment of the project.
- Performing initial site review, entitlement review, market review of initial retail, commercial and

residential development and providing the results of such work to the URA.

- Including the URA in the iterative process of identifying issues related to the pro forma and prove-up period.
- Designating a developer representative as a single point of contact for the URA.
- Within 60 days after the execution of this memorandum:
  - Submitting to the URA a more robust project concept.
  - Submitting to the URA a detailed pro forma for the project, including: project cost analysis, market analysis and proposed capital structure.
  - Submitting to the URA a project timeline.
- Within 120 days after the execution of this memorandum:
  - Submitting to the URA a current status of vertical development plans
  - A first-phase horizontal and vertical development plan
  - Any letters of intent from vertical developers for the first phase of re-development.

The MOU also address the issue of a deposit to be made by REGen. In short, within the first 60 days from the execution of this MOU, REGen will submit to the URA evidence of 3rd party due diligence expenses related to the project that total at least \$25,000

Within the first 120 days from execution of the MOU, REGen agrees to submit to the URA evidence of 3rd party due diligence expenses related to the project that total at least \$50,000

**Staff Responsible (Department Head ):** Chris Cramer, Community Development Director

**Staff Member Presenting :** No Presentation

**Financial Impact :** No financial impact to signing the MOU

**Funding Source :** N/A

**Staff Recommendation :**  
Approval