

**CITY OF WHEAT RIDGE, COLORADO**  
**INTRODUCED BY COUNCIL MEMBER STITES**  
**COUNCIL BILL NO. 14**  
**ORDINANCE NO. 1720**  
**Series 2021**

**TITLE: AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE WHEAT RIDGE URBAN RENEWAL AUTHORITY AND IN CONNECTION THEREWITH APPROVING THE CONVEYANCES OF REAL PROPERTY TO AND FROM THE CITY**

**WHEREAS**, pursuant to Section 14.12 of the Home Rule Charter, C.R.S. §§ 29-1-201 and 203, and Colo. Const. Art. XIV, § 18(2)(a), the City of Wheat Ridge is authorized to enter into cooperative agreements with other governmental entities to provide any function, service or facility each is authorized to undertake; and

**WHEREAS**, the City Council has adopted the Wadsworth Corridor Urban Renewal Plan, as amended (the "Urban Renewal Plan" or the "Plan"); and

**WHEREAS**, as part of the implementation of the Plan by the Wheat Ridge Urban Renewal Authority, the Authority entered into a Purchase and Sale Agreement by which the Authority agreed to convey certain property (the "Property") to Quadrant Wheat Ridge Corners, LLC (the "Developer"); and

**WHEREAS**, the Property is subject to a Voluntary Cleanup Program Application dated December 10, 2013, as approved by the Colorado Department of Public Health (the "CDPHE") on January 7, 2014 (the "VCUP"), the completion of which will result in a "No Action Determination" letter (the "NAD Letter") to be issued by the CDPHE; and

**WHEREAS**, in order to pay for the cost of the environmental remediation of the Property, the City has on an annual basis provided funding to the Authority to allow the Authority to cause the environmental remediation of the Property to be completed, and the Authority has in fact spent the remediation funds on behalf of the City to cause the NAD Letter to be issued as part of the Authority's implementation of the Urban Renewal Plan; and

**WHEREAS**, in order to obtain the Tax Credit Certificate under the current language of C.R.S. § 39-22-526 as amended by Senate Bill 14-073, the City must both pay for the cost of the environmental remediation and own the property that has been remediated; and

**WHEREAS**, the City desires to have the Authority convey the Property to the City in order for the City to obtain the Certificate, and then upon the Certificate being used, have the City convey the Property back to the Authority in order for the Authority to complete the conveyance of the Property to the Developer upon issuance of the Certificate to the City; and

**WHEREAS**, the City Council wishes to approve an Intergovernmental Agreement with the Wheat Ridge Urban Renewal Authority to accomplish these goals.

**NOW THEREFORE, BE IT ORDAINED** by the City Council of the City of Wheat Ridge, Colorado:

**Section 1. IGA Approved.** The Intergovernmental Agreement between the City and the Wheat Ridge Urban Renewal Authority, attached hereto as **Exhibit A**, is hereby approved.

**Section 2. Property Conveyances Approved.** The City Council hereby approves the acceptance of title to the Property and the subsequent reconveyance of the Property to the Authority, in forms approved by the City Attorney, all as described in the Intergovernmental Agreement.

**Section 3. Effective Date.** This Ordinance shall take effect upon approval by the Authority of the Intergovernmental Agreement, but in no event later than November 20, 2021, as permitted by Section 5.11 of the Charter.

**INTRODUCED, READ, AND ADOPTED** on first reading by a vote of 8 to 0 on this 23rd day of August 2021, ordered published in full in a newspaper of general circulation in the City of Wheat Ridge, and Public Hearing and consideration on final passage set for September 13, 2021 at 7:00 p.m., as a virtual meeting and in the Council Chambers, 7500 West 29<sup>th</sup> Avenue, Wheat Ridge, Colorado, if allowed to meet in person on that date per COVID-19 restrictions.

**READ, ADOPTED AND ORDERED PUBLISHED** on second and final reading by a vote of 8 to 0, this 13<sup>th</sup> day of September 2021.


**SIGNED** by the Mayor on this 15th day of September 2021.

  
\_\_\_\_\_  
Bud Starker, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Stephen Kirkpatrick, City Clerk

**Approved as to Form**

  
\_\_\_\_\_  
Gerald E. Dahl, City Attorney



First Publication: August 26, 2021

Second Publication: September 16, 2021

Effective Date: Upon approval by the Authority of the Intergovernmental Agreement, but in no event later than November 20, 2021

Published:

Jeffco Transcript and [www.ci.wheatridge.co.us](http://www.ci.wheatridge.co.us)

## EXHIBIT A

### INTERGOVERNMENTAL AGREEMENT REGARDING THE CONVEYANCE OF PROPERTY

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") dated as of the 23rd day of August, 2021 (the "**Effective Date**"), is entered into by and between the City of Wheat Ridge, Colorado (the "**City**"), a home rule municipal corporation of the State of Colorado, and the Wheat Ridge Urban Renewal Authority dba Renewal Wheat Ridge (the "**Authority**"), a body corporate duly organized and existing as an urban renewal authority under the laws of the State of Colorado.

#### RECITALS:

WHEREAS, the City is a home rule municipality and municipal corporation duly organized and existing under and pursuant to Article XX of the Colorado Constitution and the Home Rule Charter of the City of Wheat Ridge (the "**Charter**");

WHEREAS, the Authority is a body corporate and has been duly organized, established, and authorized by the City to transact business and exercise its powers as an urban renewal authority, all under and pursuant to the Colorado Urban Renewal Law, C.R.S. § 31-25-101, *et seq.* (the "**Act**");

WHEREAS, the City Council has adopted the Wadsworth Corridor Urban Renewal Plan, as amended (the "**Urban Renewal Plan**" or the "**Plan**");

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

WHEREAS, as part of the implementation of the Plan by the Authority, the Authority entered into that Purchase and Sale Agreement dated January 3, 2017, (the "**Purchase Agreement**"), attached hereto as **Exhibit A**, and incorporated herein by this reference, by which the Authority agreed to convey certain property as more particularly described in the Purchase Agreement and located at 7690 West 38<sup>th</sup> Avenue and 3790 Yukon Court, Wheat Ridge, Colorado 80033 (the "**Property**") to Quadrant Wheat Ridge Corners, LLC (the "**Developer**");

WHEREAS, Section 4.5 of the Purchase Agreement identifies that the Property is subject to a Voluntary Cleanup Program Application dated December 10, 2013, as approved by the Colorado Department of Public Health (the "**CDPHE**") on January 7, 2014 (the "**VCUP**"), the completion of which will result in a "No Action Determination" letter (the "**NAD Letter**") to be issued by the CDPHE;

WHEREAS, Section 4.5 of the Purchase Agreement specifically provides for the conveyance of the Property to the Developer upon issuance by the CDPHE of the NAD Letter, which NAD Letter is to be issued upon completion by the Authority of that certain environmental remediation of the Property on the City's behalf in accordance with the Plan and consistent with the VCUP;

WHEREAS, in order to pay for the cost of the environmental remediation of the Property, the City has on an annual basis provided funding to the Authority to allow the Authority to cause the environmental remediation of the Property to be completed, and the Authority has in fact spent the remediation funds on behalf of the City to cause the NAD Letter to be issued as part of the Authority's implementation of the Urban Renewal Plan;

WHEREAS, pursuant to C.R.S. § 39-22-526 as amended by Senate Bill 14-073, which reinstated the Colorado Brownfields Tax Credit for properties which qualify under the Voluntary Cleanup Program, the City desires to obtain a tax credit certificate for said environmental remediation (the "**Certificate**"), but in order to do so, pursuant to C.R.S. § 39-22-526 as amended, the City must own the property that has been remediated and for which the Certificate may be issued;

WHEREAS, in order to obtain the Tax Credit under the current language of C.R.S. § 39-22-526 as amended by Senate Bill 14-073, the City must both pay for the cost of the environmental remediation and own the property that has been remediated;

WHEREAS, the Authority currently owns the Property, and has owned the Property while the Property has been undergoing the environmental remediation activity, but the Authority has owned the Property and conducted the environmental cleanup activities on the Property utilizing City funding and as an agent of the City in implementing the Urban Renewal Plan of the City;

WHEREAS, the Parties in consultation with the CDPHE desire to cause the Certificate to be issued to the City, but in order to do so, the City is required to not only have provided the funding for the environmental remediation, but also must own the Property;

WHEREAS, by the execution of this Agreement, the City and the Authority desire to have the Authority convey the Property to the City in order for the City to obtain the Certificate, and then upon the Certificate being used, have the City convey the Property back to the Authority in order for the Authority to complete the conveyance of the Property to the Developer upon issuance of the Certificate to the City; and

WHEREAS, by execution of this Agreement, the Parties desire to satisfy the necessary conditions to allow the Certificate to be issued, and following the issuance of the Certificate, have the City convey the Property back to the Authority to allow the Authority to convey the Property to the Developer as contemplated by the Purchase Agreement.

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

1. **RECITALS.** The recitals set forth above are incorporated herein by this reference.

2. **OBLIGATIONS OF THE AUTHORITY.** The Authority shall take all necessary steps as required by the Act and other applicable Colorado law to accomplish the following:

A. Within ten (10) days after the Effective Date, the Authority shall convey the Property to the City by Quit Claim Deed in the form attached hereto as **Exhibit B**, and incorporated herein by this reference (the "**Authority Deed**").

B. Contemporaneously with execution of the Authority Deed, the Authority assigns all rights and obligations of the Authority set forth in the Purchase Agreement with Developer to the City in order to assure that the Purchase Agreement remains in full force and effect. Buyer's written consent to this Agreement as required by Section 10.1 of the Purchase Agreement is attached hereto as **Exhibit C**, and incorporated herein by this reference ("**Developer's Consent**").

C. Upon issuance of the Certificate to the City by the CDPHE, or in the event the Certificate is not issued by the CDPHE, upon the expiration of sixty (60) days from the date of the conveyance of the Property as provided in the Authority Deed, the Authority shall accept the conveyance of the Property back to the Authority as more particularly described in Section 3 of this Agreement.

**3. OBLIGATIONS OF THE CITY.** The City shall take all necessary steps as required by Colorado law and the Charter to accomplish the following:

A. Within ten (10) days after the Effective Date, the City shall accept the conveyance of the Property by the Authority Deed, and shall accept the assignment of the Purchase Agreement from the Authority to the City.

B. Upon the City obtaining title to the Property, the City as then-owner of the Property, shall take all necessary steps to obtain the Certificate from the CDPHE and exercise its authority to accomplish the sale of the Certificate consistent with the statutory authorization set forth in C.R.S. § 39-22-526.

C. Upon completion of the obligations of the City associated with the receipt of the Certificate by the City, the City shall convey the Property to the Authority by Quit Claim Deed in the form attached hereto as **Exhibit D**, and incorporated herein by this reference (the "**City Deed**").

D. Contemporaneously with execution of the City Deed, the City shall assign all rights and obligations of the City as set forth in the Purchase Agreement with Developer back to the Authority in order to assure that the Purchase Agreement remains in full force and effect, and the consent to such assignment is included in Developer's Consent.

E. In the event that the Certificate is not able to be issued by the CDPHE to the City for any reason within sixty (60) days after the Effective Date, the City shall nonetheless convey the Property back to the Authority by execution of the City Deed in order to allow the Authority to complete its obligations to the Developer under the Purchase Agreement.

#### 4. MISCELLANEOUS

A. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado and shall be subject to the limitations if any that are applicable under the Charter or ordinances of the City.

B. Notices. All notices and other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by first class mail postage prepaid addressed as follows:

If to the City:

City of Wheat Ridge, Colorado  
Attn: Patrick Goff, City Manager  
7500 West 29<sup>th</sup> Avenue  
Wheat Ridge, Colorado 80033

If to the Authority:

Renewal Wheat Ridge  
Attn: Steve Art  
7500 West 29<sup>th</sup> Avenue  
Wheat Ridge, Colorado 80033

The City or the Authority may, by notice given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

C. Severability. In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction such holding shall not invalidate or render unenforceable any other provision hereof.


D. Entire Agreement — Amendments. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained within this Agreement. This Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto relating to the matters set forth herein. This Agreement may be further amended by written agreement between the City and the Authority.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their duly authorized officers as of the date first above written.

**CITY OF WHEAT RIDGE, COLORADO**

By:   
Bud Starker, Mayor

Attest:

  
Stephen Kirkpatrick, City Clerk

**WHEAT RIDGE URBAN RENEWAL  
AUTHORITY**

By:   
Walt Pettit, Chairman

Attest:





**CONSENT TO ASSIGNMENT OF PURCHASE AND SALE  
AGREEMENT**

Quadrant Wheat Ridge Corners, LLC, a Missouri limited liability company ("Quadrant") does hereby represent, affirm and deliver the following Consent to Assignment of Purchase and Sale Agreement dated January 3, 2017 (the "Purchase Agreement") as follows:

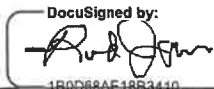
1. Quadrant as Buyer and the Wheat Ridge Urban Renewal Authority d/b/a Renewal Wheat Ridge (the "Authority") as Seller are parties to that Purchase and Sale Agreement dated January 3, 2017, as amended by the First Amendment to Purchase and Sale Agreement, dated as of January 7, 2019 (as so amended, the "Purchase Agreement"). Quadrant has been advised of the intent of the Authority to enter into that Intergovernmental Agreement Regarding the Conveyance of Property with the City of Wheat Ridge, the form of which is attached hereto as **Exhibit A**, and incorporated herein by this reference (the "IGA"). By the terms of the IGA, the Authority shall convey the Property that is subject of the Purchase Agreement to the City to allow the City to obtain the Certificate as more particularly described in the IGA, and thereafter the City shall promptly convey the Property that is subject of the Purchase Agreement back to the Authority. The conveyances of the Property that is subject of the Purchase Agreement under the terms of the IGA shall include an assignment of the Purchase Agreement.

2. Pursuant to Section 10.1 of the Purchase Agreement, Quadrant hereby consents to the assignment of the Purchase Agreement to the City of Wheat Ridge, and further consents to the assignment of the Purchase Agreement back to the Authority as more particularly described in the IGA, provided such conveyances for which this consent is provided are completed on or before November 22, 2021.

IN WITNESS WHEREOF, this Consent to Assignment has been executed as of  
9/13/2021

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**Quadrant Wheat Ridge Corners, LLC, a  
Missouri limited liability company**

By:   
1B0D68AE1883410...

Name: Rodney Jones  
Title: Authorized Agent  
Date: 9/13/2021

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